

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, April 5, 2017 at 9:00 AM**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, OR**

- 1. Call to Order - 9:00 AM**
- 2. Pledge of Allegiance** - I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.
- 3. City and Citizen Comments** – This is the time provided for individuals seeking to address the Board regarding issues that are not already on the agenda.
- 4. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 5. Consent Calendar**
  - a. Approve Claims: Accounts Payable dated April 6, 2017; Payroll Payables, Immediates & Electronic dated March 15<sup>th</sup> and March 28<sup>th</sup>; December 2016 IRS Notice CP1345B, Retirement Taxes Adjusted Amount, dated March 21<sup>st</sup>
  - b. Minutes: March 15<sup>th</sup> Board of Commissioners Meeting; March 15<sup>th</sup> Board of Commissioners Work Session; March 22<sup>nd</sup> Board of Commissioners Meeting
  - c. Resolution R-2017-6: Formalizing the Title of the Morrow County Board of Commissioners (Justin Nelson, County Counsel)
  - d. Permit Applications, Public Works (Matt Scrivner, Assistant Road Master)
- 6. Water Resources Department Update, North Central Region** (Mike Ladd, North Central Region Manager, Oregon Water Resources Department)
- 7. Business Items**
  - a. Regional Conservation Partnership Program request, (John Rietmann, Member, Direct Seed Preservation/Russian thistle Reduction Area; Burke O'Brien, Public Works Director)
  - b. Morrow County Park Host Contracts (Greg Close, Parks Manager)
  - c. Grazing Permit Agreements for areas of the OHV Park in both Morrow and Grant Counties with Horseshoe Hereford Ranch, Inc. & Triangle Ranches (Burke O'Brien, Public Works Director; Greg Close, Parks Manager)
  - d. Purchasing Pre-Authorization, 2007 Ford F-550, Road Department (Matt Scrivner, Assistant Road Master)
  - e. Review draft amended bylaws of the Morrow County Parks Committee (Burke O'Brien, Public Works Director; Greg Close, Parks Manager; Kirsti Cason, Public Works Administrative Assistant)
  - f. Funding Request – 12<sup>th</sup> Annual Youth Fishing Derby at Cutsforth Park (Kirsti Cason, Public Works Administrative Assistant)
  - g. Appointment request to The Loop – Morrow County Transportation Advisory Committee (Anita Pranger, Coordinator, The Loop)
  - h. New Job Descriptions and Pay Ranges, Sheriff's Office (Karen Wolff, Human Resources Director)
  - i. Reclassification Requests (Karen Wolff, Human Resources Director)

- j. 2017-2018 Workers' Compensation Premium Rate (Karen Wolff, Human Resources Director)
- k. Pre-budget Staffing Review (Kate Knop, Finance Director; Karen Wolff, Human Resources Director)
- l. Analysis of fee comparison to other counties (Jerry Sorte, Administrative Officer)

**8. Department Reports**

- a. Sheriff's Office monthly report (Sheriff Ken Matlack)
- b. Emergency Management monthly report (Undersheriff John Bowles)
- c. Administrative Officer monthly report (Jerry Sorte, Administrative Officer)
- d. Treasurer's monthly report (Gayle Gutierrez, Treasurer)

**9. Correspondence**

**10. Commissioner Reports**

- a. Confined Animal Feeding Operation (CAFO) Permit for Lost Valley Farms

**11. Adjournment**

Agendas are available every Friday on our website ([www.co.morrow.or.us/boc](http://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 Jerry Sorte, Administrative Officer at (541) 676-2529.

**Morrow County Board of Commissioners Meeting Minutes**  
**March 15, 2017**  
**Port of Morrow Riverfront Center, Wells Springs Room**  
**2 Marine Drive, Boardman, OR**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty  
Jerry Sorte, Administrative Officer  
Karen Wolff, Human Resources Director  
Kate Knop, Finance Director  
Richard Tovey, County Counsel  
Roberta Lutchter, Executive Assistant

**Audience**

David Sykes, Heppner Gazette-Times  
Mike Gorman, Assessor/Tax Collector  
Karen Pettigrew, Boardman City Manager  
Terry Tallman, former Judge  
Cheryl Tallman, Boardman

**Call to Order and Pledge of Allegiance:** 9:01 a.m.

**City and Citizen Comments:** No comments

**Open Agenda/Agenda Changes:** Add: Board of Commissioner (BOC) minutes of March 8<sup>th</sup>

**Consent Calendar**

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

- 1. Accounts Payable dated March 16<sup>th</sup>; Payroll Payables, Monthlies dated March 3<sup>rd</sup>; Payroll Payables, Immediates & Electronic, dated February 1<sup>st</sup>, February 15<sup>th</sup> & March 1<sup>st</sup>; Employee Final Paycheck dated February 17<sup>th</sup>; and HRA VEBA dated March 1<sup>st</sup>; Correct March 8<sup>th</sup> approval of February 2017 Retirement Taxes to read March 2017 Retirement Taxes*
- 2. Minutes: February 22<sup>nd</sup> Board of Commissioners Work Session with the Budget Committee; March 1<sup>st</sup> Board of Commissioners Meeting; March 1<sup>st</sup> Board of Commissioners Work Session; March 8<sup>th</sup> Board of Commissioners Meeting (with correction)*

*Commissioner Russell seconded. Unanimous approval.*

**Update on the Morrow County Equity Fund and Loan Committee membership review**

Rex Baker, Greater Eastern Oregon Development Corporation (GEODC)

- Current balance on the seven loans outstanding: \$379,906.63. All loans are being paid on time and there are no delinquencies.
- Funds available to loan: \$160,759
- A new loan request will be presented in the near future, therefore, all entities that make up the Loan Review Committee need to be contacted to ensure they have a designated representative.
- Commissioner Russell and staff provided a brief history of the Morrow County Equity Fund for the benefit of the two newest Commissioners.

- Discussion took place on whether or not Loan Review Committee meetings are open to the public. Administrative Officer, Jerry Sorte, said County Counsel would provide a recommendation at the next week's BOC meeting.

*Commissioner Russell moved to appoint the current Morrow County Finance Director, Kate Knop, to the Morrow County Equity Fund Loan Review Committee. Commissioner Doherty seconded. (Chair Lindsay agreed to contact Community Bank regarding its current representative.) Unanimous approval.*

### **Business Items**

#### Authorization to Restructure the Organization of the Sheriff's Office

Sheriff Ken Matlack

Undersheriff John Bowles

Undersheriff Bowles stated the goal is to create a working command structure that focuses on chain of command, reliability, accountability and fiscal responsibility. He said it would separate the office into five divisions: Administration, Operations, Corrections, Communications, and Administrative. Additional discussion topics:

- If approved, the restructuring would have an annual budgetary increase of \$28,000 for the department. However, the budget could accommodate the increase for the remaining few months of the current fiscal year. After that, it has not been determined or calculated.
- Over-time pay would decrease as some of the new supervisors would no longer be eligible for over-time.
- There is the possibility the Teamsters Union could object to two current positions being moved to a category that does not require union membership (Chief Civil Deputy, Detective). The restructuring will also mean some positions will be reclassified and moved to different pay ranges.
- It was clarified several times by the Board that the request being considered was to restructure the Sheriff's Office, not increase funding to that department. Undersheriff Bowles said, if necessary, future differences could be made up by cuts in the budget and applying for more grants.
- When Sheriff Matlack asked if the Sheriff's Office could directly receive revenue from traffic safety patrols (citations), Ms. Knop explained the Sheriff's Office is a "cost center" (A department within an organization that does not directly add to profits but still costs the organization money to operate.) She said the revenues generated by the Sheriff's Office are \$600,000 but personnel costs are \$2,800,000. Morrow County's General Fund supports that gap and recognizes it's a department that provides a necessary service.

*Commissioner Russell moved to approve the restructuring of the Sheriff's Office. Discussion of effective date. Motion died for lack of a second.*



- Agenda for the March 16<sup>th</sup> meeting of the Morrow County Compensation Board

### **Commissioner Reports**

- Chair Lindsay said she's been in contact with Mike Ladd, Oregon Water Resources Department, North Central Region Manager, about several matters of mutual concern, and he will provide a report to the Board on April 5<sup>th</sup> in Heppner. Chair Lindsay also said she's spent time speaking to other Commissioners and met with Umatilla County Commission Chair George Murdock.
- Commissioner Doherty said he plans to meet with Representative Greg Walden during his visit to Heppner's Wee Bit O'Ireland Celebration; Chair Lindsay and Commissioner Russell echoed those plans. Commissioner Doherty said he'd like to explore the option of receiving legislative updates from Senator Bill Hansell, if it could be of benefit. Commissioner Doherty provided an update on Oregon Senate Bill 754, which would raise the minimum legal sales age of all tobacco products to 21. He said he spoke to the bill's sponsor, Senator Elizabeth Steiner Hayward, and she is cautiously optimistic. She also expressed her gratitude to Morrow County for helping to enlist the support of Sen. Hansell.
- Commissioner Russell said he and Commissioner Doherty attended AOC (Association of Oregon Counties) meetings Sunday-Monday in Salem. He then discussed several proposed legislative bills, one sponsored by Senator Betsy Johnson, Senate Bill 936 (Increases in increments the taxable portion of value of eligible project property under the Strategic Investment Program and eliminates differences in taxation of projects in urban and rural areas); and another, House Bill 2597, which seeks to make penalties for distracted driving offenses similar to a DUII (driving while under the influence of intoxicants), with fines up to \$2,000.

**Adjourned:** 11:47 a.m.

**Morrow County Board of Commissioners**  
**Work Session Minutes**  
**March 15, 2017**  
**Port of Morrow Riverfront Center, Wells Springs Room**  
**2 Marine Drive, Boardman, Oregon**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty  
Jerry Sorte, Administrative Officer  
Gayle Gutierrez, Treasurer  
Karen Wolff, Human Resources Director

Mike Gorman, Assessor/Tax Collector  
Kate Knop, Finance Director  
Richard Toyey, County Counsel  
Linda Skendzel, Veterans Representative  
Carla McLane, Planning Director  
Roberta Lutchter, Executive Assistant

**Call to Order:** 1:30 p.m.

**North Morrow County Facility Planning Update**

Mr. Sorte said a project team has been assembled that will work on a broader strategy for facility planning. As part of that, a property near Boardman has been evaluated by the Planning Department. Ms. McLane was asked to provide the report.

Potential site near Boardman for Public Works Yard

Ms. McLane reviewed the Planning Department report on the property to the southeast of Boardman referred to as the Yates Lane property. She described it further as being on the south side of Yates Lane, west of Taylor Transfer, and southeast of the I-84 Port of Morrow interchange (Exit 165). She said the property is 2.98 acres in size and there is the potential to purchase the adjoining property.

Commissioner Russell said the property was once owned by his father, Vernon Russell, and since he leased it from him, he is somewhat familiar with its characteristics, which he then described. He explained the current owners, Kevin and Wendy Taylor have both expressed an interest in selling the property which was sold to them seven years ago for \$20,000 an acre.

Discussion took place on the space and facility needs for a Public Works Yard; what would be a reasonable offer (Commissioner Russell suggested \$17,000/acre); and what the assessed value is of the property (\$29,000, according to Mr. Gorman).

The Board directed staff to move forward and do additional outreach.

North County Facility Planning

Mr. Sorte said he's drafted a process that gets a project from the concept stage to the completion stage. The comprehensive process will allow the board to fully evaluate all options. It will be a team effort and take a significant amount of time, he added.

Discussions centered around several topics, such as:

- Should County services be centralized to one location - Irrigon or Boardman?
- Should existing services remain as they are in each community?
- Should the County maintain a presence in each community but shift the departments somewhat?
- Should the County pursue the purchase of the Blue Mountain Community College building in Boardman?
- How does the Gilliam-Bisbee Building come into the process of facility planning since its primary tenant will vacate February 2018?
- Should the Docken Building in Boardman also be a part of facility planning discussions? (Public Health Department, District Attorney, BOC, and Juvenile Department all have offices there.)

The Board requested additional information in order to bring the discussions to a conclusion. Mr. Sorte said staff would bring the information back to the Board in the near future so the process can continue to move forward.

#### **Recap of March 1, 2017 Work Session: Discussion on Financial Processes**

Chair Lindsay asked Elected Officials and Department Head in attendance to provide an analysis of the March 1<sup>st</sup> Work Session where the County's financial processes were reviewed.

#### Mike Gorman, Assessor/Tax Collector

Mr. Gorman admitted there has been some frustration and contentious feelings, but new staff, administrators, and Commissioners need to better educate themselves on the workings of County departments.

The Commissioners took the opportunity to explain the rationale behind Work Sessions and that they allow the opportunity for communication and education for all parties, but especially so for Commissioners who cannot meet unless in a publicly advertised meeting.

Mr. Gorman said as a result of the March 1<sup>st</sup> Work Session, he realized some policies in his office were not in writing and he is now working to remedy that.

#### Gayle Gutierrez, Treasurer

Ms. Gutierrez summed up the previous Work Session as being good, and sought to clarify her definition of a manual check. She cited a few examples and noted they happen very infrequently.

#### Kate Knop, Finance Director

Ms. Knop said her focus of the last Work Session was to ask if the County is comfortable with policies at the Department Head level. She also said she understands the types of checks the Treasurer is statutorily required to disburse, but anything outside of those should have Board approval through the Accounts Payable process. She said she continues to believe a single



person should not have control of cash from start to finish, and she would like to see the creation of an investment committee.

### Commissioner Russell

Commissioner Russell's analysis included his observation that there is friction between departments. He had hoped the turnover in Commissioners might improve that, but it may not be that easy.

Various discussions.

Commissioner Doherty said the recap has been productive but where does the County go from here. Chair Lindsay requested the following:

- Commissioners and staff compile a list of items determined to be of importance in order to draft a policy/process to be followed by all departments.
- Staff, including County Counsel, will review the list to determine what is feasible.
- Commissioner Doherty requested the information be sent to the Administrative Officer.

Mr. Sorte said the end product will be a set of written financial policies that articulate who does what. With a comprehensive set of policies in place, staff in every office will have a level of certainty and consistency as to what is expected, he explained. Continuing, Mr. Sorte said as staff, Department Heads and Elected Officials work on this together, it will provide a needed opportunity for teamwork.

The discussion continued on the list requested by the Board. Chair Lindsay requested:

- A certification process be developed
- An investment policy be revisited, perhaps with citizen involvement
- Written policies be developed for handling petty cash and for manual check writing (excluding checks the Treasurer is statutorily required to issue, such as to taxing districts)
- The Finance Department have access to the Local Government Investment Pool as a back-up to the Treasurer.

Mr. Sorte recommended the Finance Director and Treasurer be the "Project Team" that will bring in other departments, as needed, to draft the policies. He suggested the policy include flow charts, descriptions of duties, etc.

### **Commissioner Reports**

#### Work Session future topics and meeting structure discussion

The Commissioners said they were pleased with the Work Sessions and wanted to continue holding them. Mr. Sorte said some topics may lend themselves to Work Sessions, such as the discussion during today's regular meeting of the BOC regarding the restructuring of the Sheriff's Office. If staff anticipates lengthy discussions for items, we can recommend they be scheduled for Work Sessions, he said. (Work Sessions are tentatively scheduled to be held twice a month on the first Wednesday in Heppner and the third Wednesday in Boardman, starting at 1:30 p.m.)

Legislative topics discussion

Commissioner Doherty suggested resources be tapped at the Association of Oregon Counties (AOC) for a better understanding of proposed legislation. Mr. Gorman mentioned he is part of an assessor's organization that follows legislative matters affecting assessment and taxation. Mr. Sorte said other department heads and elected officials might also belong to such groups and suggested they provide updates to the Commissioners during the session as to how certain bills could impact the County.

**Adjourned:** 3:49 p.m.

DRAFT

**Morrow County Board of Commissioners Meeting Minutes**  
**March 22, 2017**  
**Bartholomew Building, Upper Conference Room**  
**Heppner, Oregon**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty  
Jerry Sorte, Administrative Officer  
Karen Wolff, Human Resources Director  
Kate Knop, Finance Director  
Justin Nelson, County Counsel  
Anita Pranger, Coordinator, The Loop  
Greg Close, Parks General Manager  
Roberta Lutchter, Executive Assistant

**Audience**

Dan Brosnan, former Commissioner  
Leann Rea, former Commissioner  
Judy Buschke, Heppner  
Cody High, Mayor, City of Heppner  
Bobbi Childers, Clerk  
Gayle Gutierrez, Treasurer  
Mike Gorman, Assessor/Tax Collector  
Robin Jones, Accounting Clerk  
Ronda Fox, Finance Management Assistant  
Lisanne Currin, Compensation Board

**Call to Order:** 9:00 a.m.

**City and Citizen Comments**

Dan Brosnan, former Commissioner

Mr. Brosnan said he opposed the Commissioners becoming full-time, and noted as a Commissioner, he was compensated at the half-time rate. He said it truly was a full-time job, but he opposed increasing the Commissioner wage to full-time.

Commissioner Doherty responded the misconception is the compensation will increase from half-time to full-time. He said that is not what the motion at the February 8<sup>th</sup> Board of Commissioners (BOC) meeting encompassed. The intent was to make people aware of the true time commitment, especially those who might consider running for a County Commission position.

Commissioner Russell said when he ran for this office, he thought he would be able to continue to run his businesses, but he learned the County time commitment was more than half-time, and has since sold some businesses. He also agreed with Commissioner Doherty's statement that people who run for this position need to be aware of the true time commitment.

Cody High, Heppner

Mr. High mentioned the hiring of an Administrative Officer by the County and asked if that position relieved some of the workload.

Commissioner Russell explained the Administrative Officer was hired because things were not getting done, one example being performance evaluations for all staff. He went on to discuss the

timeline of the elimination of the Judge position and reiterated the motion was not to increase the compensation for Commissioners.

Mr. High questioned having three full-time Commissioners and a full-time Administrator when the move to three part-time Commissioners just recently occurred. Commissioner Russell again clarified the intent of the motion was only to reflect the true time commitment for a Commissioner. Commissioner Doherty agreed, and added they are not asking to go full-time, just to have the record reflect the reality of the position. He said Commissioners are compensated at a part-time rate but he feels it's necessary to put in 30-50 hours per week for the County. It's important for the record to reflect what Commissioners have done in the past, it was donated time, he said. As a Commission, we're willing to do it, but it's not unfair to ask the record reflect that reality and it's a fantastic bargain for the County, he concluded.

County Counsel Justin Nelson offered a clarification, he said the terms part-time and full-time are not in statute. As with any elected position, a person is elected to the position. That term (part-time) has cropped up in the past. It wasn't a part-time Commissioner position listed on the ballot, just Commissioner. He continued by saying the Board's intent was to remove the idea of part-time, but that is not what statute says, it's just a Commissioner position. He said he realizes the Compensation Board is a separate body but it does take into account workload and it's important to remember the term is Commissioner.

Leann Rea, former Commissioner

Ms. Rea said she did not consider the hours she worked as Commissioner to be consistently full-time. She added she did not feel the current Board has enough experience yet to know the level of the time commitment.

Chair Lindsay stated the comments heard will be taken into consideration in the compensation review.

**Open Agenda Requests/Changes:** No items

**Consent Calendar**

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

- 1. Accounts Payable dated March 23<sup>rd</sup>; Mid-March Retirement Taxes dated March 14<sup>th</sup>; Payroll Payables – Employee Final check and Employee Additional checks dated March 3<sup>rd</sup> & March 6<sup>th</sup>*
- 2. Resolution No. R-2017-7: Approving the Bylaws of the Morrow County Wolf Depredation Advisory Committee*
- 3. Purchase Pre-Authorization Request, Parks, OHV Park well pump replacement*
- 4. Purchase Pre-Authorization Request, The Loop – Morrow County Transportation, 14-passenger bus*

*Commissioner Doherty seconded. Unanimous approval.*

## **Business Items**

### Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement (IGA)

Burke O'Brien, Public Works Director

Mr. O'Brien said the IGA allows more latitude to do business with other public agencies in Oregon to share equipment and labor without additional cost to the County. He said similar IGAs have been signed with individual entities in the past but this offers greater opportunities through one agreement. Administrative Officer Jerry Sorte noted 23 counties and 36 cities, as well as other service districts, participate in the agreement. He said he and Mr. O'Brien recommend approval.

*Commissioner Doherty moved to approve the Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement. Commissioner Russell seconded.*

*Commissioner Russell amended the motion to include authorizing Chair Lindsay and County Counsel to sign on behalf of the County. Commissioner Doherty seconded. Discussion – the Commissioners voiced concern that the agreement might put the County in competition with private business. Mr. O'Brien said he didn't believe that to be the case. Commissioner Doherty asked that it be monitored. Unanimous approval.*

### Permit Application for No Spray Zone on County Right-of-Way

Mr. O'Brien reviewed Jess Osmin's request that the County not spray on a designated section of the County's right-of-way on Balm Fork Road. Mr. O'Brien explained the maintenance of that area now becomes the responsibility of the landowner.

*Commissioner Russell moved to approve the Permit Application for No Spray Zone on County Right-of-Way from Jess Osmin, for an area on Balm Fork Road approximately one mile southwest of Willow Creek Road (inspection and renewal are required annually and the permit will run on a calendar year). Commissioner Doherty seconded. Unanimous approval.*

### Review Department Reports Schedule

Mr. Sorte presented the draft schedule for monthly or quarterly reporting to the Board by Department Heads and Elected Officials. He added Department Heads/Elected Officials will be contacted for input after there is tentative approval from the Board. Responding to Ms. Gutierrez's question about whether she will have to fill out the Agenda Item Cover Sheet every month, the Commissioners said that can be somewhat flexible depending on the circumstances, but they do expect a written report in advance for their meeting packets. The Board also stressed the reporting schedule does not preclude Department Heads/Elected Officials from appearing before them concerning other matters outside the report schedule.

### Appointment request to Public Health Local Community Advisory Council (LCAC)

Mr. Sorte said Public Health Director Sheree Smith could not attend today's meeting but her memo requested Terry Tallman be appointed to the LCAC as a Community Representative. Commissioner Russell discussed former Judge Tallman's association with LCAC. He said the

LCAC Bylaws currently have the voting member as Donna Eppenbach but Judge Tallman would like to be appointed as a Community Representative with voting capabilities.

*Commissioner Russell moved to appoint Terry Tallman as an additional voting member from the public at-large to the Local Community Advisory Council. Commissioner Doherty seconded. Discussion: Chair Lindsay questioned if the bylaws allow for an additional voting member. The Board decided to review and, if necessary, revise the bylaws prior to making the appointment. Commissioner Russell moved to rescind the previous motion in order to ensure the LCAC Bylaws allow for an additional voting member.*

#### Update Representatives on the Morrow County Equity Fund Loan Review Committee

Mr. Sorte said there were a few unanswered questions from last week's Equity Fund update by Rex Baker with GEODC (Greater Eastern Oregon Development Corporation):

1. Are the meetings of the Equity Fund Loan Review Committee public meetings?  
County Counsel reviewed public meeting requirements and determined they are public meetings. The Board requested additional research after they expressed a level of discomfort with the public having access to a borrower's confidential financial information.

2. Will the Board appoint specific individuals to the Committee or leave as-is with institutions/entities appointed?

The Board was split and decided to contact representatives of the institutions and entities to gauge their preferences.

The Board did decide to proceed with one appointment to complete the membership of the Loan Review Committee, thereby allowing the process for a pending application to move forward.

*Commissioner Russell moved to appoint Kraig Cutsforth, Heppner Branch Manager, Community Bank, to the Morrow County Equity Fund Loan Review Committee. Commissioner Doherty seconded. Discussion: The Commissioners mentioned several items yet to be determined: 1.) Term lengths, and 2.) Will institutions/entities have the option of sending a different representative if there is turnover? Unanimous approval.*

#### Compensation Board recommendations regarding compensation of Elected Officials

Karen Wolff, Human Resources Director

The following were the Compensation Board recommendations for Elected Officials for Fiscal Year 2017-2018 as outlined by Ms. Wolff:

1. Increase the District Attorney's County Stipend to \$8,000 per year.
2. In recognition of the more than half-time commitment, increase the County Commissioner wage. The increase will be calculated by taking the difference between the no longer existing full-time Judge salary (\$76,814) and that of the three half-time Commissioner salaries (\$38,407 each), and distribute one-third to each Commissioner:

$$\begin{array}{r} \$76,814 \\ -38,407 \\ \hline \$38,407 \div 3 = \$12,802 \end{array}$$

3. Flat three-percent Cost of Living Adjustment (COLA) for all Elected Officials, but not less than the COLA applied to Management. The COLA is not to be applied to the District Attorney and the three Commissioners' wages, which have already been adjusted.

#### Commissioner Compensation

Excerpted from Ms. Wolff's memo:

"All (Compensation) Board members believe that a person doing full-time work should be compensated at a full-time rate. There was discussion regarding the action of the Board of Commissioners recognizing that the time commitment is more than half-time. Some members of the (Compensation) Board were uncomfortable recommending increasing the wage to a 1.0 FTE (full-time equivalent) wage at this time. In the end, the (Compensation) Board agreed to increase the Commissioner wage."

Ms. Wolff said the Compensation Board members believed the increase for the Commissioners would be "budget neutral."

#### Surveyor Compensation

Ms. Wolff reminded the BOC that last year's Compensation Board consisted of three members, as opposed to this year's Board with five members. When last year's members were asked to clarify their intent regarding the Surveyor's compensation, they stated the \$36,000 they recommended annually for the Surveyor was to be in addition to the Subdivision and Plat Review fees he received. She said since last week's Compensation Board meeting, she questioned the way the County pays the Surveyor and has been looking into whether a Surveyor should receive a stipend or a wage, and will have more information for the BOC in the next few weeks.

*Commissioner Russell moved to accept the recommendations of the Compensation Board, with the exception of the Surveyor position and the three Commissioner positions. Commissioner Doherty seconded. Discussion: Commissioner Russell stated his reasons for not accepting the recommendations at this time are to: 1.) hear the additional information Ms. Wolff will present regarding the Surveyor position, and 2.) obtain feedback from the Budget Committee regarding the Commissioner compensation recommendation. Additional discussions ensued:*

#### Commissioner Compensation, continued

Commissioner Doherty said it would be prudent to take the recommended compensation for Commissioners to the Budget Committee. He said he attended the Compensation Board meeting and the members were understandably uncomfortable determining the level of the time commitment by Commissioners. He said their recommendation was regardless of what the Commissioners consider themselves to be, adding the Compensation Board members discussed the need for caution so their intent could not be misconstrued to mean they advocated for the compensation to be doubled at a future date. It was as if they were all comfortable that Commissioner positions are more than half-time and were able to recommend a division of

money, but if the positions move from 0.5 FTE to 1.0 FTE, their deliberation could be used as part of that decision, said Commissioner Doherty.

Lisanne Currin, Compensation Board Chair, said Commissioner Doherty's comments summarize the uneasiness of the members of the Compensation Board. Continuing, she said the concern is it wasn't the job of the Compensation Board to decide if Commissioner positions are full-time or part-time, but as a citizen, she said she was not comfortable with the process that took place to make that determination. The public voted on two part-time Commissioners with a full-time County Administrator and she said she didn't know what the process should be, but maybe this is the mechanism to make that happen. The public needs more due process, she said. Ms. Currin said she and the Compensation Board members were uncomfortable with the process.

Commissioner Doherty explained the recommendation of the Compensation Board translates to a 0.65 FTE, which isn't full-time. He said if he accepts the recommendation, and works 40 hours per week for the County, he'll be donating 40% of his time, or \$46,000. He said the person coming after him in this position needs to understand that. Commissioner Doherty said he'll be donating thousands of dollars' worth of his time.

Mr. High made several comments including the fact that the Commissioners make more than he does; a call to public service should be more important than compensation; public hearings should have been held; and he questioned the need for Budget Committee review when the funds proposed to increase the wages of the Commissioners could be used elsewhere (additional Sheriff's Office patrols in south County, for example).

#### Compensation Board Process

Ms. Gutierrez asked why the salaries of Elected Officials were not compared to Department Heads. The Commissioners and Ms. Currin said multiple comparisons were provided to, and reviewed by, the Compensation Board, including wage scales for Department Heads. Ms. Gutierrez said she thinks Elected Officials are not considered as valuable to the County as Department Heads because Elected Officials have no longevity or pay steps and ranges. She said Elected Officials stay at the bottom while Department Heads are vastly going up.

#### Commissioner Compensation, continued

Bobbi Childers, Clerk, said the County hired an Administrator because there were going to be three part-time Commissioners. She asked why the Board would then "turn around" and make the full-time designation for themselves. She said she felt the residents of the County were "sold down the river" and the Commissioners don't even have an office in the building.

Commissioner Doherty said the Commissioners have two work stations within the BOC Office in the Bartholomew Building and an office in the Public Health Department building in Boardman. Commissioners also work from their residences, he said.



Judy Buschke said the Commissioners knew when they ran for office what the compensation would be and agreed to do the job. An Administrator was hired that made the job less than before and, she said, if that isn't the case, get rid of the Administrator. She added the Commissioners "sold us a bill of goods."

Commissioner Doherty said the decision to hire an Administrator was made by the previous County Court. However, he has seen for himself that the Administrative Officer and staff are extremely busy working through backlogs. In the past 12 years, Morrow County has grown 350%. Commissioner Doherty added Mr. Brosnan said he felt he worked full-time as Commissioner but was compensated half-time. Commissioner Doherty stated he was unsure as to how the County now moves forward.

Ms. Currin asked if there is a process in statute when changing the time commitment for Commissioners. Mr. Nelson replied there is not.

Commissioner Doherty said the counterparts across the state to our Administrative Officer are recognized as either Administrator or Chief of Staff and, to be clear, ours is performing those same functions. He listed the counties that have three part-time Commissioners and an appointed Administrator: Benton, Deschutes, Jackson, Jefferson, Lake, Linn, Marion, Polk, Union, Wasco and Yamhill. Most Commissioners in these counties make \$80,000-90,000 a year and the Administrator/Chief of Staff makes upwards of \$150,000. Morrow County pales by comparison; even if the compensation recommendation is accepted, it's still a fantastic value for this County, he stated.

Ms. Rea said she believed Commissioner Doherty's analysis compared apples to oranges, especially considering population. As a former Commissioner, she said she was extremely disappointed this Commission's primary concern is their pay. She said she hated to think that will be the sole purpose of this Commission. Commissioner Doherty said it was discouraging to hear she thinks that's what the BOC is doing or asking. Her comments were quite an insult, he said. Ms. Rea said that was her perception of where the discussion was going.

Commissioner Russell called for the question. Chair Lindsay said moving forward, the next step is planning to have FTE conversations where all department requests for additional employees are analyzed. This will be another opportunity for the three Commissioners and the public to further discuss how the original vote plays into the overall analysis. The Budget process provides another opportunity for discussion and public input. She said her original disagreement with the vote was to seek additional public input or education on what the job actually is.

*Unanimous approval.*

Commissioner Russell provided additional information regarding the hiring of an Administrative Officer. He said the duties that were asked of our Judge, who was Chair of the Commission, Administrator for the County, and Judge of the Juvenile Court were more than one person could

reasonably do. Judge Tallman spent a lot of time being a Commissioner and had additional duties. As the County grew, there weren't enough hours in the day for one person to do all the tasks, and that's why we decided an Administrative Officer was needed. Ms. Buschke said as a volunteer, she puts in more hours than asked, but perhaps she has the wrong concept. She said she believed a lot of this is service, which isn't always compensated. Commissioner Russell said the BOC is just stating the obvious, that to do this job justice, it's not a part-time commitment, it's a full-time commitment. He said he feels uncomfortable voting on a salary for himself. Commissioner Doherty agreed. Commissioner Russell said he knew what the pay was when he ran, but he was naive as to the time commitment. He said perhaps more process is needed, and he won't vote a raise without a strong recommendation from the Budget Committee and the Compensation Board. Once again, Commissioner Doherty agreed.

**Break:** 10:56 a.m.

**Resumed:** 11:06 a.m.

### **Department Reports**

#### Budget Preparation Update

Kate Knop, Finance Director

Ms. Knop provided an update on Budget preparations with Department Heads and Elected Officials, to date. She said she will provide her quarterly report on April 5<sup>th</sup> and possibly a supplemental budget request before Budget Hearings in mid-April.

### **Correspondence Reviewed**

- Email correspondence from Gary Kopperud, Master Clockmaker, regarding repairs to the Courthouse Clock
- Agenda for the March 28<sup>th</sup> meeting of the Planning Commission

### **Commissioner Reports**

- Commissioner Russell said he attended the Military Economic Advisory Committee meeting since Chair Lindsay was unable to do so. He said the Navy's representative attended by phone and he made his opinion clear to him – that the Navy has not been a good partner with Morrow County and their answer to any request is always “no,” most recently pertaining to the Boardman to Hemingway Transmission Line Project. Commissioner Russell also discussed technology that allows beacon lights on wind towers to only light up when an aircraft enters its field. He said wind developers could be required to include this new technology when tax abatement agreements are negotiated.
- Commissioner Doherty said he attended the meeting of the Compensation Board and also discussed upcoming meetings, including a Chief Executive Officer forum at the Port of Morrow; a meeting with Sheriff Ken Matlack and Undersheriff John Bowles; and a Joint Area Commission on Transportation meeting in Baker.
- Chair Lindsay said she's been in-County meeting with staff about issues related to financial practices; and attended a Regional Solutions meeting in Arlington. She also

discussed efforts to spruce up the Gilliam-Bisbee window for the Wee Bit O'Ireland Celebration in Heppner. She said Babette Wall and others are willing to donate time to make the very visible area more attractive. She said she will solicit other organizations about setting up displays in the window but asked if funds may be available for supplies.

*Commissioner Russell moved to approve up to \$500 in Court Discretionary funds be expended for displays in the Gilliam-Bisbee street level windows. Commissioner Doherty seconded. Unanimous approval.*

**Adjourned:** 11:34 a.m.

DRAFT



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

Item #
50

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Justin Nelson/Jerry Sorte
Department: County Counsel
Person Attending BOC Meeting: Justin Nelson
Short Title of Agenda Item: Board of Commissioners Title Resolution
Phone Number (Ext): 5627
Requested Agenda Date: 4/5/2017

This Item Involves: (Check all that apply for this meeting.)
[X] 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
[ ] Discussion Only
[ ] Discussion & Action
Estimated Time:
[ ] Department Report
[ ] Other:

[ ] N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? [ ] Yes [ ] No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

\_\_\_\_ Department Head Required for all BOC meetings
DATE
\_\_\_\_ 4-3-17 Admin. Officer/BOC Office Required for all BOC meetings
DATE
\_\_\_\_ County Counsel Required for all legal documents
DATE
\_\_\_\_ Finance Office Required for all contracts; Other
DATE items as appropriate.
\_\_\_\_ Human Resources If appropriate
DATE

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

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1. TITLE OF AGENDA ITEM: Board of Commissioners Resolution
  
2. ISSUES, BACKGROUND, AND DISCUSSION: The Board of Commissioners considered this issue on March 1, 2017, and requested a resolution. Below is the excerpt from the Minutes from the March 1, 2017 meeting:  
**Board of Commissioners Title Discussion**: Mr. Sorte suggested a resolution be considered to formalize the official title of the Board of Commissioners. It would offer a reference point for the official change and provide uniformity when documents are generated (resolutions, orders, ordinances, agendas, etc.). The Board agreed to move forward with a draft resolution in the near future.
  
3. OPTIONS: A. Sign resolution, B. Request changes, or C. Decide that a resolution is not needed.
  
4. FISCAL IMPACT: None
  
5. STAFF RECOMMENDATIONS: Request signing of resolution.
  
6. SUGGESTED ACTION(S) / MOTION(S): None

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

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

IN THE MATTER OF A RESOLUTION )  
ESTABLISHING THE TITLE OF )  
THE BOARD OF COMMISSIONERS ) RESOLUTION NO. R-2017-6  
)

**WHEREAS**, the Morrow County Board of Commissioners believe it is important to specify the title of the newly formed Board of Commissioners, and title for ordinances, resolutions, and orders; now therefore:

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

Title of Board: Morrow County Board of Commissioners

Title of Documents: Before the Board of Commissioners for  
Morrow County, Oregon

Dated this 5th day of April, 2017.

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

\_\_\_\_\_  
Melissa Lindsay, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Don Russell, Commissioner/ Vice Chair

Attest:

\_\_\_\_\_  
Bobbi Childers, County Clerk

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel



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

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Matt Scrivner
Department: Public Works / Road
Person Attending BOC Meeting (REQUIRED): Matt Scrivner
Phone Number (Ext): 541-989-8584
Requested Agenda Date: 4/5/2017

Short Title of Agenda item: Permit Application #212

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other: Permit application

For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
[Signature] 3/29/2017 Department Head Required for all BOC meetings
[Signature] 3/29/17 Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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1. TITLE OF AGENDA ITEM: **PERMIT APPLICATION #212**
  
2. ISSUES, BACKGROUND, AND DISCUSSION: James Vernon has applied for an approach site approval at 74784 Montana lane, Irrigon Oregon. After having a site visit with Mr. Vernon and discussing his plans to add a driveway to his property and abandon an existing one that accesses his property through an adjacent property owner, I recommend approval of this permit.
  
3. OPTIONS: N/A
  
4. FISCAL IMPACT: N/A
  
5. STAFF RECOMMENDATIONS: Approval
  
6. SUGGESTED ACTION(S) / MOTION(S): Public Works recommends approval of this permit.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file)       |
| <input type="checkbox"/> Board of Commissioners (Copy for file)    | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____                               |   |



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



**APPLICATION #:** 212  
**COUNTY ROAD #:** 938  
**ROAD NAME:** Montana Ln.

**Applicant Mailing Address**  
James Vernon  
Name (Business Name, Attn: Name)  
74784 Montana Ln  
Mailing Address (Street/Post Office Box)  
Irrigon OR 97844  
City, State, Zip Code  
541-720-7549  
Phone Number

**APPLICATION FEE:**  
(CHECK ONE)  
 Private (\$50.00)  Commercial (\$125.00)

**PAYMENT RECEIVED:**  
02-24-2017 \$50.00 - JRV  
(Date Payment Received - Amount Received - Initials)  
CASH Receipt # 429830

**APPLICATION FOR APPROACH SITE APPROVAL**

(Approach Roads, Private Crossings, Utility Service Lines, Fixtures and Other Facilities)

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

We, James Vernon at 74784 Montana Ln Irrigon, OR 97844  
(Name - Individual/Business) (Physical Address of approach)

hereby respectfully request site approval either to locate within County Road right of way or  
cross Morrow County Road Montana Ln, at \_\_\_\_\_,  
(County Road Name) (County Road Name)

5N 26 E. W. M. with a Drive way Relocation  
(Section) (Township) (Range) (Approach Road, Private Crossing, ect.)

as more particularly described by the attached sketch, and/or deed reference.

This is only a **site approval**. A Construction Permit will need to be obtained at the time of construction. Approval to build will have to be issued by Morrow County Public Works **before construction may begin**.

**APPLICANT AGREES TO THE TERMS AND CONDITIONS ON THE ATTACHED FOUR ( 4 ) PAGES.** ( THE ATTACHED PAGES REQUIRE INITIALS OF APPLICANT )

**APPLICANT SIGNATURE:** [Signature] **DATE:** 2-24-17  
( Signature of Authorized Applicant ) ( Date Signed )

State of Oregon  
County of Umatilla

This instrument was acknowledged before me on February 24, 2017

by James R Vernon

Alejandra Madrigal Armenta  
Notary Public - State of Oregon



**APPROVED BY:** [Signature] **DATE:** March 29 2017  
(Public Works Director) (Date Approved)



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

Item #

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Matt Scrivner  
 Department: Public Works / Road  
 Person Attending BOC Meeting (REQUIRED): Matt Scrivner

Phone Number (Ext): 541-989-8584  
 Requested Agenda Date: 4/5/2017

Short Title of Agenda item: Permit Application #OLO

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

<input checked="" type="checkbox"/> N/A	<b>For Contracts and Agreements Only</b>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By:

<u>Burke O'Brien</u> <u>3/29/2017</u> <small>DATE</small>	Department Head	Required for all BOC meetings
<u>DS</u> <u>3/29/17</u> <small>DATE</small>	Admin. Officer/BOC Office	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

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

- 
1. TITLE OF AGENDA ITEM: **PERMIT APPLICATION #OLO**
  2. ISSUES, BACKGROUND, AND DISCUSSION: Umatilla Electric Cooperative will be installing a new pole and some underground wiring under the existing UEC line already permitted in the ROW.
  
  3. OPTIONS: N/A
  
  4. FISCAL IMPACT: N/A
  
  5. STAFF RECOMMENDATIONS: Approval
  
  6. SUGGESTED ACTION(S) / MOTION(S): Public Works recommends approval of this permit.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file)       |
| <input type="checkbox"/> Board of Commissioners (Copy for file)    | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____                               |   |

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

ORIGINAL  
193

APPLICATION #: 060

COUNTY ROAD #: 930

ROAD NAME: Paterson Ferry Rd.

**Applicant Mailing Address**  
Umatilla Electric Coop  
Name (Business Name, Attn: Name)  
PO Box 1148, 750 W. Elm Ave.  
Mailing Address (Street/Post Office Box)  
Hermiston, OR 97838  
City, State, Zip Code  
1-541-567-6414  
Phone Number

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

**PAYMENT RECEIVED:**  
03-06-2017 - \$1000  
(Date Payment Received - Amount Received - Initials)

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

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

We, Umatilla Electric Coop 750 W. Elm Avenue 1102088  
(Name - Individual/Business) (Physical Address) (Work Order Number)

hereby request permission either to locate within County Road right of way or cross  
Morrow County road Paterson Ferry Road at 0.35 miles from nearest  
(Name of County Road) (Miles)

interstecction with road INTERSTATE 84 15 4N 26E  
(Name of County Road) (Section) (Township) (Range)

E.W.M. with a Underground electric of 12.47 KV, Center Line 35' distance  
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)

from R/W line 4' MINIMUM depth of line or pipe, EAST X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**

Page 1 ME  
(Initial)

Page 2 ME  
(Initial)

**Additional Terms and Conditions to be noted here.**

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

PERMITTEE SIGNATURE: Monte Ellis  
(Signature of Authorized Permittee)


DATE: 2-22-17  
(Date Signed)

State of Oregon  
County of umatilla

This instrument was acknowledged before me on 22 of February, 20 17

by Monte Ellis

Nancy Jayne Lang  
Notary Public - State of Oregon



OFFICIAL STAMP  
NANCY JAYNE LANG  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 948908  
MY COMMISSION EXPIRES APRIL 04, 2020

APPROVED BY: [Signature]

DATE: 3/29/201



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

Item #

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-8584  
 Department: Public Works / Road Requested Agenda Date: 4/5/2017  
 Person Attending BOC Meeting (REQUIRED): Matt Scrivner

Short Title of Agenda item: Permit Application #OLP

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other: <b>Permit application</b>

N/A **For Contracts and Agreements Only**

Contractor/Entity: \_\_\_\_\_  
 Contractor/Entity Address: \_\_\_\_\_  
 Effective Dates – From: \_\_\_\_\_ Through: \_\_\_\_\_  
 Total Contract Amount: \_\_\_\_\_ Budget Line: \_\_\_\_\_  
 Does the contract amount exceed \$5,000?  Yes  No  
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

<u>Buck O'Brien</u> <u>3/29/2017</u>	Department Head	Required for all BOC meetings
<u>JH</u> <u>3/29/17</u>	Admin. Officer/BOC Office	Required for all BOC meetings
_____	County Counsel	Required for all legal documents
_____	Finance Office	Required for all contracts; Other items as appropriate.
_____	Human Resources	If appropriate

**Note:** All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

- 
1. TITLE OF AGENDA ITEM: **PERMIT APPLICATION #OLP**
  
  2. ISSUES, BACKGROUND, AND DISCUSSION: ZAYO Group has applied for a permit to install fiber optic lines in the ROW on Fairview road from the Gilliam/Morrow county line to the intersection with Cecil road and Highway 74. After review we recommend approval of approval.
  
  3. OPTIONS: N/A
  
  4. FISCAL IMPACT: N/A
  
  5. STAFF RECOMMENDATIONS: Approval
  
  6. SUGGESTED ACTION(S) / MOTION(S): Public Works recommends approval of this permit.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file)       |
| <input type="checkbox"/> Board of Commissioners (Copy for file)    | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____                               |   |

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

APPLICATION #: OLP

COUNTY ROAD #: ~~542~~ 546

ROAD NAME: ~~Cecil Rd.~~ Fairview Road

**Applicant Mailing Address**  
ZAYO - DAN BARCOMB  
Name (Business Name, Attn: Name)  
22651 83RD AVE S  
Mailing Address (Street/Post Office Box)  
KENT, WA 98032  
City, State, Zip Code  
509.727.3345  
Phone Number

3093

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

PAYMENT RECEIVED:  
03-14-2017 - 0 - JHC  
(Date Payment Received - Amount Received - Initials)

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

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

We, ZAYO No physical address for job Umatilla to Dalles  
(Name - Individual/Business) (Physical Address) (Work Order Number)  
hereby request permission either to locate within County Road right of way or cross  
Morrow County road Cecil Rd. at 0 miles from nearest  
(Name of County Road) (Miles)  
interstecction with road Highway 74 29-31 2 23 E  
(Name of County Road) (Section) (Township) (Range)  
E.W.M. with a 4-1.25" conduit & fiber cable of see plans, Center Line 34' distance  
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)  
from R/W line 42" depth of line or pipe, S X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**

Page 1 DJB  
(Initial)

Page 2 DJB  
(Initial)

**Additional Terms and Conditions to be noted here.**

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

PERMITTEE SIGNATURE: DJB  
(Signature of Authorized Permittee)

DATE: 3/9/17  
(Date Signed)

State of Washington  
County of Franklin  
This instrument was acknowledged before me on March 3, 20 17  
by Tom McConaghan.  
[Signature]  
Notary Public - State of Wa.



APPROVED BY: Burke Olson  
(Public Works Director)

DATE: March 29 2017  
(Date Signed)



# Oregon

Kate Brown, Governor

## Water Resources Department

Watermaster

116 S.E. Dorion Avenue

Pendleton, OR 97801

Phone (541) 278-5456

Fax (541) 278-0287

[www.wrd.state.or.us](http://www.wrd.state.or.us)

March 28, 2017

Katherine Knop  
Morrow County Finance Director  
P.O. Box 867  
Heppner, OR 97836

RE: 2017-2018 Budget

Dear Ms. Knop,

Thank you for the opportunity to submit a budget request for fiscal year 2017-2018. As requested, I will detail the work completed by the District 5 Watermasters offices for Morrow County, the current agreement we have in place and requested 2017-2018 budget of \$12,217.

There are two parts to the current arrangement. The first part is funding for an administrative assistant and associated office expenses. Morrow County has historically covered 1/10th of office expenses and 1/10th of an administrative assistant salary and payroll expenses. This funding covers office supplies, utilities, travel/training, maintenance contracts and a computer. The Administrative Assistant answers phone calls, conducts water rights research requests, tracks expenses, files payables, and handles all walk in traffic to provide efficient and timely responses to customers. The remaining 9/10ths of the Administrative Assistant salary is provided through other funding sources. This portion of the budget for our current year's budget is \$6,998 which we will need to increase to \$7,500.

The second part of our current arrangement is for Morrow County to reimburse Umatilla County for work the District 5 Assistant Watermasters perform in Morrow County. Morrow County covers the costs of time, materials and travel expenses for work that District 5 Assistant Watermasters complete in Morrow County. This work primarily includes measuring the Ordnance Recharge Canal, operating the Ordnance Canal Gage Station, measuring of Monitoring Wells, reading flowmeters and responding to water user complaints in Morrow County. The amount of time the Assistants spends in Morrow County varies each year and is somewhat driven by water supply. Historically, Umatilla County has not asked for reimbursement for regulation duties on upper Butter Creek in Morrow County. However, this year we have been instructed by Umatilla County to start requesting reimbursement for time the Umatilla County Assistant Watermaster spends on regulation for Upper Butter Creek in Morrow County. To this end, we estimate that we may bill an additional \$2,900 needed to cover for this service. For this category of service, the total request would be \$4,717.

Umatilla County has informed the Oregon Water Resources Department (OWRD) that they no longer want to hire or maintain county employees to do water resources management in District 5. To this end, they would like to provide a lump sum payment to OWRD for them to employ staff commencing on July 1, 2017. We would like to know if Morrow County would consider providing the sum of money they normally provide to Umatilla County as reimbursement, if they would be willing to provide that





money to OWRD to maintain service levels for the citizens of Morrow County by an Assistant Watermaster.

In closing, our total budget request to Morrow County for 2017-2018 is \$12,217. I understand that this may be a little confusing. I'm more than happy to field any phone calls with questions and also plan to attend the Morrow County budget hearings to answer any questions at that time.

Sincerely,

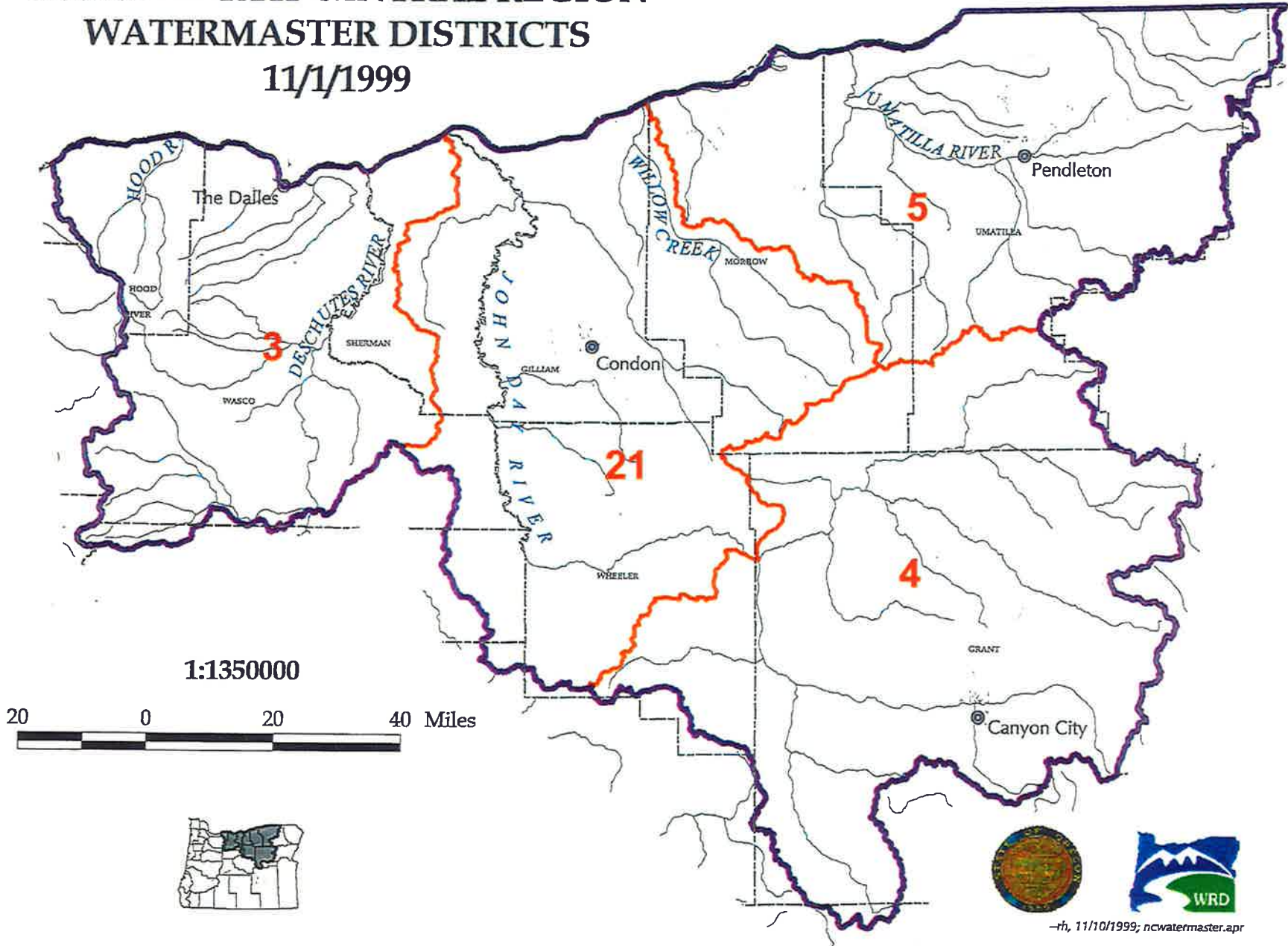
A handwritten signature in cursive script that reads "Greg Silbermagel".

Greg Silbermagel  
Watermaster, District 5

cc: Melissa Lindsay, Chair - Morrow County Board of Commissioners  
Mike Ladd, North Central Region Manager

# OWRD NORTH CENTRAL REGION WATERMASTER DISTRICTS

11/1/1999



February 20, 2017

ATTN: Morrow County

A group of seven producers in south Morrow County have come together to form an area called The Direct-seed Preservation/Thistle Reduction Area. We are committed to the investment we have all made to the Direct-seed method. Its conservation benefits have become very evident over the years. Our soil health is improved with increased organic matter, wind and water erosion are nearly abated, fertilizer use is decreased with more specific banding application, and fuel costs have decreased with lighter implements and fewer passes. This was the initial discovery of our efforts.

In the last few years, an explosion of Russian thistle throughout the area caused by some limited or poor management, have threatened every Direct-seeder's ability to continue use of this method. This weed spreads its seed by tumbling and one failure can spread the problem rapidly to the best managed land. The cost of suppression has skyrocketed because of the required use of more passes (and the corresponding increase in fuel, chemicals, labor and time); as well as the addition of mechanical/physical methods such as hoeing. Where management has failed –the Russian thistle has become more tolerant and in some cases resistant. (\*below) This in turn, has caused the use of higher risk chemicals such as Paraquat. This frustration is leading to a return to tillage and the loss of the positive conservation benefits; as well as the huge capital investment of participating producers.

Our group's vision is that by working together to reduce the seedbank we hope to slow or eradicate the development of herbicide resistance in this weed population and significantly reduce its presence. In order to achieve this objective, the below named group of producers have come together to apply for a NRCS RCPP (Regional Conservation Partnership Program) grant. This is an outcome-based (five year) project designed to incentivize producers to work together in this specified area to eradicate the Russian thistle in fence rows and borders, roadsides, farmsteads, and fields within the 97,000 acres this encompasses. Our research partners (Judit Barroso and Larry Lucher of the OSU Extension Service and Stewart Wuest of the Agricultural Research Service of USDA) assure us that such an effort can be successful. This is because the plant is an annual and the lifespan of its seeds is only about two years. A concerted effort to reduce the seedbank will clear our area of a weed that is hindering our best conservation efforts. The purpose of this venture is to educate, cooperate, and incentivize best management practices to maintain a positive conservation method, reduce costs to producers, and slow or stop the development of herbicide resistant varieties.

A key part of this grant is the word "Partnership". This national RCPP is designed bring together the knowledge, expertise, funds, and technical skills of a variety of partners to achieve a lasting conservation goal. We would like to invite Morrow County to become one of our partners. Morrow County roads wind through and around the designated area. To quote our OSU researcher, "In arid and semi-arid regions, *Sa/so/a tragus*(*Russian thistle*) inhabits disturbed areas, such as overgrazed rangeland, abandoned cropland, roadsides, and ditches. These ruderal areas where control measures are more infrequent or do not occur can often be the origin of reintroductions into fields due to its mechanism of seed dispersal. *Sa/so/a*

*tragus(Russian thistle)* plants are characterized by high seed production, i.e. over 50,000 seeds per plant, and the ability to spread seed widely due to tumbling at plant maturity.”\* As you can see, your association with our project is vital. This unique and innovative approach to weed control and the ability to preserve the conservation gains of direct seeding will not work without combating the problem in the roadsides. Morrow County’s role in this partnership would be to sit down with our group of researchers and producers to create a standard of best management practices to eradicate Russian thistle in the roadsides of this area, and then to implement them. We would request that the county make our emphasis area your area of emphasis on roadside weeds. If Morrow County is combating this weed at the same time producers are doing so in the field, we can reduce the seedbank together. If this five year effort is successful, the project will provide Morrow County with a method that, if replicated countywide, could massively reduce the costs of thistle removal when grading, and the damage this weed has caused to culverts, ditches, and bridges. Our research partners from OSU and the federal Agricultural Research Service tell us that ours is truly a ‘pioneer’ effort as the first true cooperative, farmer to farmer effort for weed control and to attack herbicide resistance. If successful, our approach is one that could be replicated nationwide, and definitely within a wider area in the Northwest. Your partnership efforts could make Morrow County, Oregon a national standard in weed control and wind/water erosion conservation management.

Our application process is proceeding rapidly. We need your basic agreement to participate soon, if you are interested. Our pre-proposal is due April 21. Details and final agreements of partnership are not necessary until the pre-proposal is approved in June. At that time, we will begin work on the Final Proposal which is due August 31<sup>st</sup>. If approved we will be informed by November. The project would then begin in January of 2018. We would appreciate your support and involvement in our project. Thank you for considering our partnership offer. We look forward to hearing from you.

Sincerely,

John R Rietmann

P.O. Box 313

Ione, Oregon

[growheat@gmail.com](mailto:growheat@gmail.com)

Ph. 541-422-7123/ cell: 503-403-9267

Members of

Direct Seeding Perservation/ Russian Thistle Reduction Area:

Bill Jepsen John Rietmann Mark McElligott Dick Snider

Joe McElligott Joel Peterson Keith Morter Clint Carlson

\*. (See - Barroso J, Gourlie J, Lucher LK, Mingyang L, and Mallory-Smith CA. 2017. Identification of glyphosate resistance in *Salsola tragus* in Northeastern Oregon. Pest Management Science (DOI: 10.1002/ps.4525)



United States Department of Agriculture

**Office of Communications**

1400 Independence Ave, SW  
Washington, DC 20250-1300  
(202) 720-4623  
oc.news@usda.gov  
www.usda.gov

# News Release

Release No. 0006.17

Contact:  
USDA Office of Communications  
press@oc.usda.gov  
(202) 720-4623

## **USDA Announces \$252 Million Available for Regional Conservation Partnership Program**

### *Applications requested for innovative partner-driven projects*

WASHINGTON, Jan. 12, 2017 - Agriculture Secretary Tom Vilsack today invited potential conservation partners, including private industry, non-government organizations, Indian tribes, state and local governments, water districts, and universities to submit project applications for federal funding through the Regional Conservation Partnership Program (RCPP).

Through this fourth RCPP Announcement for Program Funding (APF), USDA's Natural Resources Conservation Service (NRCS) will award up to \$252 million dollars to locally driven, public-private partnerships that improve the nation's water quality, combat drought, enhance soil health, support wildlife habitat, and protect agricultural viability. Applicants must match or exceed the federal award with private or local funds.

"Through unprecedented collaboration, the Regional Conservation Partnership Program has established a new paradigm for working lands conservation that yields unparalleled results," Vilsack said. "Working together, RCPP projects in every state are demonstrating the ways in which locally-led initiatives can meet some of our most pressing natural resource concerns."

Created by the 2014 Farm Bill, RCPP connects partners with producers and private landowners to design and implement voluntary conservation solutions that benefit natural resources, agriculture, and the economy. By 2018, NRCS and its more than 2,000 conservation partners will have invested at least \$2.4 billion in high-impact RCPP projects nationwide.


For example, three existing RCPP projects bring together more than 40 partners, including USA Rice, Ducks Unlimited, California Rice Commission, the Walmart Foundation and The Mosaic Company, to accelerate conservation on rice lands in six states facing water quality and quantity challenges. These projects, collectively called the USA Rice-Ducks Unlimited Rice Stewardship Partnership, aim to conserve water and wildlife habitat while sustaining the future of rice farming in the United States. With unique technical expertise and needs, each state is leading a partner-driven, local approach to conservation in rice agriculture.

In its most recent RCPP awards, NRCS last month announced that 88 high-impact

projects across the country will receive \$225 million in federal funding, with more than double that investment from partners. The new Gulf of Mexico "Forest to Sea" RCPP project will conserve Florida's pristine "Big Bend" area along the northeastern Gulf by implementing innovative conservation solutions with private working forest owners. Using an impact investment approach, The Conservation Fund and 12 partners will implement an easement and restoration plan on large forested tracts to address the natural resource concerns while allowing sustainable timber harvesting and maintaining local jobs. The project will serve as a model for further conservation and impact investing in the region and beyond.

NRCS Chief Jason Weller encourages partners to consider conservation finance and environmental markets as they develop RCPP project applications. "The growing field of conservation finance provides opportunities to inject significant investment capital into projects that protect, restore and maintain our natural ecosystems," says Weller.

USDA is now accepting proposals for Fiscal Year 2018 RCPP funding. Pre-proposals are due April 21. For more information on applying, visit the RCPP website.

Since 2009, USDA has invested more than \$29 billion to help producers make conservation improvements, working with as many as 500,000 farmers, ranchers and landowners to protect over 400 million acres nationwide, boosting soil and air quality, cleaning and conserving water and enhancing wildlife habitat. For an interactive look at USDA's work in conservation and forestry over the course of this Administration, visit <http://medium.com/usda-results> .

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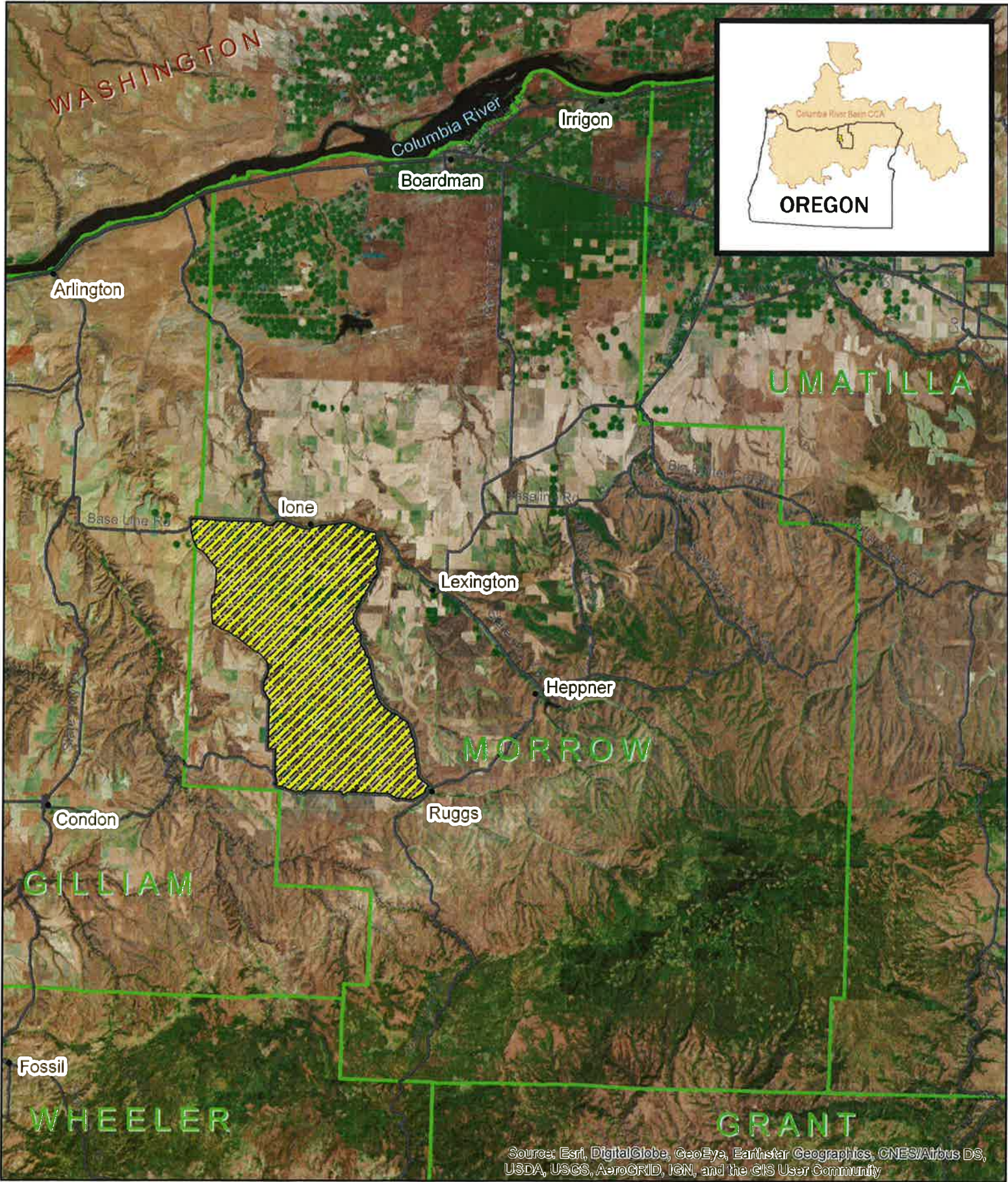
USDA is an equal opportunity provider, employer and lender.

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# Direct Seed Preservation & Glyphosate Resistant Russian Thistle Control Project Location Map

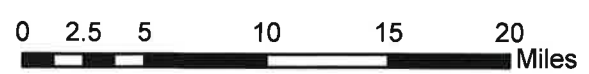
Morrow County, Oregon

Morrow Soil & Water Conservation District



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

 110,481.71 AC Project Area



## Roberta Lutchter

---

**From:** LACKEY William <William.LACKEY@odot.state.or.us>  
**Sent:** Thursday, March 02, 2017 9:57 AM  
**To:** 'growheat@gmail.com'  
**Subject:** Russian Thistle  
**Attachments:** MOU, Columbia Gorge CWMA, 3, 3, 14.doc; 201603081411.pdf

Good morning John,

It was great speaking with you today. I fully understand the issue with Russian thistle. I think this will be a project that ODOT will be interested in. I have attached samples of Memorandum of Understandings (MOU) from the Columbia Gorge Cooperative Weed Management Area (CWMA) and from the Jordan Valley cooperative. MOU's are a standard agreement, that many groups use when private and government entities work together. The samples might give you a good framework as a starting point.

As I mentioned in our conversation, I will be travelling through the area on April 4<sup>th</sup> if you would like to meet.

Below is my contact information. If you could put me on your mailing/ email list, that would be great. I will forward the information to our local ODOT District and coordinate to get them involved. Feel free to contact me any time if you have questions. I look forward to working with your group in the future.

Hope you have a great day!

Will

### ***Will Lackey***

Vegetation Management Coordinator  
Oregon Department of Transportation  
455 Airport Road SE, Bldg K  
Salem, OR 97301  
(503)986-3010  
Fax (503)986-3055





# **Columbia Gorge Cooperative Weed Management Area**

## MEMORANDUM OF UNDERSTANDING

Among

East Multnomah Soil and Water Conservation District; Hood River Soil and Water Conservation District; Oregon Department of Transportation; Oregon Parks and Recreation Department; Washington Department of Fish and Wildlife; Klickitat County Noxious Weed Control Board; Underwood Conservation District; Oregon Department of Agriculture; Bureau of Land Management - Salem District; Skamania County Noxious Weed Control Board; Confederated Tribes and Bands of the Yakama Nation; USDA Forest Service, Columbia River Gorge National Scenic Area; Columbia Gorge Ecology Institute; Wasco County Weed Department; US Army Corps of Engineers; Exotic Species Control Project; Hood River County; Cascade Pacific RC&D; Washington Noxious Weed Control Board; Oregon Department of Agriculture Plant Division, Noxious Weed Control; Clackamas Soil and Water Conservation District, Bureau of Land Management - Prineville District, Wasco Soil and Water Conservation District

### **A. PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) is to provide a means to effectively coordinate the actions that each party has authority to undertake to address invasive weeds on lands within its jurisdiction. Because weeds readily cross property boundaries, it is in each party's interest to coordinate efforts to accomplish a more effective integrated invasive weed management program.

No party is delegating to any other party any decision-making authority. Each party will still be responsible for making decisions concerning land or resources within its jurisdiction. The benefit of the cooperative effort, however, is that when a party chooses to take action, the action can be taken in a manner that enhances and benefits from efforts taken by other parties. Further, on a case-specific basis, parties may choose to share resources. Agency decisions will be subject to applicable laws, regulations, and public processes.

### **B. MUTUAL BENEFIT:**

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively in inventorying, controlling, monitoring, and preventing the establishment and spread of invasive weeds (integrated invasive weed management) across jurisdictional and ownership boundaries within the Cooperative Weed Management Area (CWMA). All parties also agree it is to their mutual benefit to work cooperatively to educate, train, and share technology and information with agency and general public personnel about invasive weeds, and to work cooperatively to make the best use of available resources to manage the invasive weed problems within the CWMA.

This MOU serves to establish the Columbia Gorge Cooperative Weed Management Area, which encompasses the following area:

In Washington, it includes lands in Clark County within the boundary of the Columbia River Gorge National Scenic Area; In Skamania the CWMA extends northward along the Clark-Skamania County border to the USFS 90 road, where it travels east to Curly Creek road, along Curly Creek Rd E to USFS 30 road, then North to USFS 24 road along the border of Indian Heaven Wilderness

continuing on USFS 24 road southeast to USFS Rd 8821, E. onto the USFS 88 road to the Klickitat county line. The border follows the northern Klickitat County line east to state highway 97 south where it meets the Columbia River, it includes the Wild and Scenic segments of the White Salmon and Klickitat Rivers.

In Oregon, the Columbia Gorge CWMA extends eastward along the Columbia River from its confluence with the Sandy River to the Deschutes River, then upstream to its intersection with Highway 216 and then westward to Highway 26, continuing westward until the town of Sandy, then north on Ten Eyck Road to where it meets the Sandy River.

**C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

1. The parties to this MOU will cooperatively prepare a Management Plan to describe the goals, objectives and strategies of the CWMA. The Management Plan will also outline the structure and functioning of the CWMA and provide any other needed background information. Absent any separate agreement among one or more parties, each party is solely responsible for its own costs and participation in this joint planning effort.
2. The parties to this MOU will cooperatively prepare a Management Plan to describe the goals, objectives and strategies of the CWMA. The Management Plan will also outline the structure and functioning of the CWMA and provide any other needed background information. Absent any separate agreement among one or more parties, each party is solely responsible for its own costs and participation in this joint planning effort.
3. The parties to this MOU will cooperatively prepare an Annual Operating Plan based on the framework specified in the Management Plan and anticipated available funding. For any given year, the Annual Operating Plan will identify a schedule of cooperative activities and projects, specifying responsible parties and the financial and material resources needed and available to complete the tasks.
4. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
5. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.
6. New parties may be added to the MOU by modifying the MOU as described in Section C (4) above. It is the intent that the CWMA remain open and inclusive of all organizations and individuals who wish to work cooperatively on invasive weed issues.
7. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
8. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of resources, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this instrument does not establish authority for

noncompetitive award to the cooperator of any contract or other agreement. Any contract of agreement for training or other services must fully comply with all applicable requirements for competition.

9. Any information furnished to Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
10. This agreement is subject to all applicable laws, and each party agrees to be individually responsible for full legal compliance with laws and regulations applicable to each party. Each party is an individual entity, and no party is an agent for any other party.
11. This instrument is executed as of the last date shown below and expires no later than December 31, 2014 at which time it is subject to review and renewal or expiration.

**D. AUTHORITY**

The following is a listing of authorities that are applicable to this MOU: the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148); ORS 570.500 to 570.600; the Granger-Thye Act of April 24, 1950; the Federal Noxious Weed Act of 1974 (PL 93-629); the Oregon Noxious Weed Law; the Invasive Species Executive Order of February 3, 1999; the Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94-579, Section 307 (b)); the Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124, as amended, Public Law 105-277, Section 136); the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323 (a); Flood Control Acts of 1938, 1946, and 1950; and, other applicable laws.

**E. MOU PARTY REPRESENTATIVE(S) IS/ARE:**  
(Primary Contact Information – More Than One Contact May Be Listed)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail \_\_\_\_\_

***COLUMBIA GORGE  
COOPERATIVE WEED MANAGEMENT AREA***

**MEMORANDUM OF UNDERSTANDING**

**Signature Page**

**IN WITNESS of the above named MOU \_\_\_\_\_  
(Name of Organization)  
hereby agrees to join with other signatories to this MOU to execute this agreement.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**JORDAN VALLEY COOPERATIVE WEED MANAGEMENT AREA**

**MEMORANDUM OF UNDERSTANDING**

Between

OWYHEE COUNTY, IDAHO  
and  
MALHEUR COUNTY, OREGON  
and  
OWYHEE SOIL CONSERVATION DISTRICT  
and  
MALHEUR SOIL CONSERVATION DISTRICT  
and  
IDAHO DEPARTMENT OF FISH & GAME  
and  
IDAHO DEPARTMENT OF LANDS  
and  
OREGON DEPARTMENT OF AGRICULTURE  
and  
OREGON DEPARTMENT OF TRANSPORTATION  
and  
OREGON DEPARTMENT OF FISH AND WILDLIFE  
and  
OREGON DIVISION OF STATE OF LANDS  
and  
BUREAU OF LAND MANAGEMENT, VALE DISTRICT  
and  
BUREAU OF LAND MANAGEMENT, LOWER SNAKE RIVER DISTRICT

**A. PURPOSE:**

The purpose of this MOU, is to provide a means to effectively coordinate the actions that each party has authority to undertake to address weeds on lands under its control. Because weeds readily cross property boundaries, it is in each party's interest to coordinate efforts to accomplish a more effective integrated weed management program.

No party is delegating to any other party any decision making authority. Each party will still be responsible for making decisions concerning land or resources under its control. The benefit of the cooperative effort, however, is that when a party chooses to take action, the action can be taken in a manner that enhances and benefits from efforts taken by other parties. Further, on a case-specific basis, parties may choose to share resources. Agency decisions will be subject to applicable laws, regulations, and public processes.

## **B. MUTUAL BENEFIT:**

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively in inventorying, controlling, monitoring, and preventing the establishment and spread of noxious weeds (integrated noxious weed management) across jurisdictional and ownership boundaries within the CWMA. All parties also agree it is to their mutual benefit to work cooperatively to educate, train, and share technology and information with agency and general public personnel about noxious weeds, and to work cooperatively to make the best use of available funds to manage the noxious weed problems within the CWMA.

## **C. ALL PARTIES MUTUALLY AGREE TO:**

1. Establish the Jordan Valley CWMA which will encompass the geographic area within Owyhee County, Idaho and Malheur County, Oregon shown on the attached map. See attachment 1.
2. Establish a Board which shall consist of each signatory Party to this MOU, or their assigned representative, and other Cooperators as agreed to by the Parties. The Board provides oversight and direction for the Steering Committee and will be responsible for fiscal operations that may be established through Cooperative Agreements, Assistance Agreements or other similar instruments as required by individual Parties or Cooperators to this MOU for the purpose of directing tasks and providing resources. The Board will meet at least annually.
3. Establish a Steering Committee (Committee) consisting of those persons with expertise or interest in integrated noxious weed management within the CWMA. The Committee will be responsible to provide oversight to weed management coordination activities within CWMA control including planning, organization, project identification, treatment, and accomplishments, inventory, monitoring, and reporting. The Committee will be comprised of a Chairperson and Recorder (or Vice-Chairperson) and general members as recommended by the Steering Committee and approved by the Board. The Committee will meet on an as needed basis.
4. Provide the opportunity for open participation by individuals from the public or other organizations to attend meetings, give testimony, or participate in site specific projects or activities. These Cooperators, although not Parties to this MOU, provide valuable and additional resources to integrated noxious weed management within the CWMA. Cooperators may attend any public meetings of the Board or Steering Committee and may participate on specific projects.
5. Establish Task Groups, when needed, to work on specific projects or other activities. The Chair of each Task Group shall be a member of the Committee with members recruited as needed. Each Chair will report to the Committee and to the Board.
6. Recognize that the Southwest Idaho Resource Conservation and Development Council (RC&D), local Soil and Water Conservation Districts, and/or other entities may assist in endeavors critical to the purposes of this MOU under separate formal arrangements with individual Parties and Cooperators to this MOU. Such assistance may include but not be limited to: managing funds with a task order and assistance agreements, writing grant applications, providing consultation, education, and facilitation.

7. Work cooperatively with all Parties to this MOU and Cooperators to establish an Integrated Noxious Weed Management Plan which will describe the goals and objectives for the CWMA and which will be the guiding document for the cooperative management of noxious weeds within the CWMA. By-laws will also be cooperatively written which will further outline the duties and responsibilities of the Committee.

8. Annually coordinate weed management activities based on the framework items mentioned above and available funding. Agreed upon coordinated weed management activities will be documented each year in an Annual Operating Plan. These management activities will implement the Integrated Noxious Weed Management Plan. The Annual Operating Plan will be prepared by the Committee and expanded by the board or reported later. This plan will identify activities, projects, responsible parties, and financial plans for the year.

**D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

1. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.

2. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

3. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract of agreement for training or other services must fully comply with all applicable requirements for competition.

4. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

5. Cooperators have, through any authorized representative, the right of access to, and the right to examine all records related to this MOU to the extent provided by law. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

6. Any information furnished to Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

7. Any Party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.

8. This instrument is executed as of the last date shown below and expires no later than December 31, 2008 at which time it is subject to review and renewal or expiration.

**E. AUTHORITY**

The following is a listing of authorities that are applicable to this MOU: the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148), ORS 570.500 to 570.600, the Granger-Thye Act of April 24, 1950, the Federal Noxious Weed Act of 1974 (PL 93-629), the Oregon Noxious Weed Law; the Invasive Species Executive Order of February 3, 1999, the Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94-579, Section 307 (b), the Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124, as amended, Public Law 105-277, Section 136), and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323 (a).

**F. MOU PARTY REPRESENTATIVES ARE:**

Owyhee County, Idaho

Name  
Address  
Phone  
Email

Malheur County, Oregon

Name  
Address  
Phone  
Email

Owyhee Soil Conservation District

Beverly Bauer  
Address  
Marsing  
Phone – 208-896-4544 ext. 102  
Email – [oscd@widaho.net](mailto:oscd@widaho.net)

Malheur Soil Conservation District

Name  
Address  
Phone  
Email

Idaho Department of Lands

Tim Duffner  
8355 West State  
Boise, ID 83703  
Phone – 208-334-3488  
Email



Oregon Division of State Lands

Name  
Address  
Phone  
Email

Idaho Department of Fish and Game

Jerry Deal  
3101 W. Powerline Road  
Nampa, ID 83686  
Phone – 208-465-8465  
Email – [jdeal@idfg.state.id.us](mailto:jdeal@idfg.state.id.us)

Oregon Department of Fish and Wildlife-

Name  
Address  
Phone  
Email

Oregon Department of Transportation

Name  
Address  
Phone  
Email

Bureau of Land Management, Lower Snake River District

Glenn Secrist, District Manager  
3948 Development Avenue  
Boise, ID 83705  
Phone – 208-384-3330  
Email [gsecrist@blm.gov](mailto:gsecrist@blm.gov)

Bureau of Land Management, Vale District

Dave Henderson, District Manager  
Phone 541-473-3144  
Email [dhenderson@or.blm.gov](mailto:dhenderson@or.blm.gov)

**F. IN WITNESS THEREOF, The parties hereto have executed this Agreement as of the last date written below:**

Owyhee County

By: \_\_\_\_\_  
Chair – Owyhee Board of Commissioners Date

Malheur County

By: \_\_\_\_\_  
Chair – Malheur Board of Commissioners Date

Owyhee Soil Conservation District	By: _____ District Chairman	_____ Date
Malheur Soil Conservation District	By: _____ District Chairman	_____ Date
Idaho Department of Fish and Game	By: _____ Nampa Regional Supervisor	_____ Date
Oregon Department of Fish and Wildlife	By: _____	_____ Date
Idaho Department of Lands Southwest Area Office	By: _____ Area Supervisor	_____ Date
Oregon Division of State Lands	By: _____	_____ Date
Oregon Department of Transportation	By: _____ Region 5 Manager	_____ Date
Date		
(Reviewed for ODOT)	By: _____ Region 14 Manager	_____ Date
Oregon Department of Agriculture	By: _____ Oregon Director	_____ Date
Bureau of Land Management Lower Snake River District	By: _____ District Manager	_____ Date
Bureau of Land Management Vale District	By: _____ District Manager	_____ Date

**HOWLAND Paul L**  
<Paul.L.HOWLAND@odot.state.or.us>

Mar 16 (8 days ago)

to me,  
LACKEY,  
MAWHINNEY

**Hello, I am District 12's IVM Manager and have been working with Will Lackey on getting something together for the proposal you are looking at presenting. We are definitely on board with taking care of our part of the highway extending along our road and out to the edge of our right of way through these sections you are looking at taking care of. Attached is a 5 year plan and it is just a rough plan including labor equipment and chemical to treat this area.**

**Please let me know if you need any other info.**

**Paul Howland  
District 12  
Assistant District Manager  
1327 SE 3<sup>rd</sup> Street  
Pendleton, OR 97801  
Office: [\(541\) 278-6044](tel:5412786044)  
Cell: [\(541\) 377-0428](tel:5413770428)  
Fax: [\(541\) 276-5767](tel:5412765767)**

**Attachments area**

**Preview attachment [Russian Thistle Heppner.docx](#)**

**[W](#)**

**[Russian Thistle Heppner.docx](#)**

# Direct-seed Preservation/Thistle Reduction Area Plan

## ODOT 5 Year Plan

Emphasis on both areas outlined in the plans map that our State Highway boarders.

1 week to broadcast shoulders and extended right of way on both sides of the highway.

1 week to do follow up spot treatments at a later date.

2 employee's, 1 spray vehicle, chemical for application.

Chemical	\$3,600.00
Equipment	\$500.00
Labor	\$7,000.00
Total 1 year	\$11,100.00
5 year total	\$55,500.00



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

Item #

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500 (ext#5706)  
 Department: Public Works/Parks Requested Agenda Date: April 05, 2017  
 Person Attending BOC Meeting (REQUIRED): Burke O'Brien, Greg Close  
 Short Title of Agenda Item: OHV Park Work Assistant to Park Host

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 type="checkbox"/> Update on Project/Committee <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Discussion & Action Estimated Time: <b>5 min.</b> <input type="checkbox"/> Department Report <input type="checkbox"/> Other:

<input type="checkbox"/> N/A	<b>For Contracts and Agreements Only</b>
Contractor/Entity: Terry Todd Contractor/Entity Address: P.O. Box 321, Fossil, Oregon 97830 Effective Dates – From: May 08, 2017 <span style="float:right">Through: November 13, 2017</span> Total Contract Amount: approx. \$2,000 <span style="float:right">Budget Line: 238300-520-3440</span> Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By:

<i>Burke O'Brien</i> <small>DATE</small>	Department Head	Required for all BOC meetings
 <small>DATE</small>	Admin. Officer/BOC Office	Required for all BOC meetings
<i>Greg Close</i> <i>3-29-2017</i> <small>DATE</small>	County Counsel	Required for all legal documents
<i>William King</i> <i>3/29/17</i> <small>DATE</small>	Finance Office	Required for all contracts; Other items as appropriate.
 <small>DATE</small>	Human Resources	If appropriate

**Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.**

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

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1. TITLE OF AGENDA ITEM: OHV Park Work Assistant to Park Host

2. ISSUES, BACKGROUND, AND DISCUSSION:

Issue: Fill the OHV Park Work Assistant to Park Host position. This position will assist the OHV Park Host during holidays and peak times for 2017 camping season.

3. OPTIONS:

1. Review and accept
2. Review and suggest changes
2. other

4. FISCAL IMPACT:

Financial impact will be determined by the total number of days worked by individual filling the position. The payment to the assistant to host is at a rate of \$35.00 per day.

5. STAFF RECOMMENDATIONS:

It is the staff's recommendation to approve contract for Terry Todd for the OHV Park Work Assistant to Park Host position at the OHV Park during 2017 camping season.

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

Approve contract as submitted

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording)                           | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file)                   | <input type="checkbox"/> Department – For distribution                 |
| <input checked="" type="checkbox"/> Other <u>Morrow County Public Works/Parks Department</u> |  |



## Contract and Agreement Review Sheet

Contract/Agreement Number:

County Counsel Review

Date: 03-23-2017

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500(ext 5706)

Department: Public Works/Parks Agenda Date: April 05, 2017

Contractor Name: Terry Todd

Address: P.O. Box 321

City, State, Zip: Fossil, Oregon

Effective Dates – From: May 08, 2017 Through: November 13, 2017

Total Contract Amount: approx. \$2,000 Budget Line: 238300-520-3440

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

### Background and Discussion:

Fill work assistant to park host position during peak camping times and holidays for the 2017 camping season. This position will assist the OHV Park host during holiday and peak times for the 2017 camping season.

### Fiscal Impact:

Financial impact will be determined by the total number of days worked by individual filling the position. The payment to the assistant to host is at a rate of \$35.00 per day.

Original or copies of signed contract should be sent to the following:

- Clerk (Original for recording)  Finance Department (Copy for file)
- BOC Office (Copy for file)  Department – For distribution to the contractor
- Other Morrow County Public Works/Parks Department

1 MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

2  
3 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and  
4 Terry Todd hereafter called Contractor. County's Contract Administrator for this contract is Burke O'Brien, Public  
5 Works Director.

6  
7 1. Effective Date and Duration. This contract shall become effective on May 08, 2017 or the date at which this Contract has been signed by  
8 every party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when County closes the park on or  
9 before November 13, 201 whichever date occurs first. The specific dates of park closing shall be determined by the County, depending upon  
10 the weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice County's  
11 right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has  
12 not been cured.

13  
14 2. Statement of Work. Contractor agrees to perform the Work in accordance with the terms and conditions of the attached OHV Park Scope of  
15 Work Assistant to Park Host on Peak times.

16  
17 3. Consideration  
18 a. County agrees to pay Contractor the daily rate of \$ 35.00/day for accomplishing the Work required by the attached Scope of  
19 Work. Assistant to Park Host on Peak times.

20  
21 4. Contract Documents. This contract consists of this Contract and attached Scope of Work. All attached Exhibits are hereby incorporated by  
22 reference.

23  
24 5. Independent Contractor; Responsibility for Taxes and Withholding  
25 a. Contractor shall perform required Work as an independent contractor. Although the County reserves the right (i) to determine (and modify)  
26 the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the County cannot and will  
27 not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner  
28 of performing the Work.  
29 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this  
30 Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as  
31 defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's  
32 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.265.  
33 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract  
34 and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to  
35 cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
36 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

37  
38 6. Subcontracts and Assignment; Successors and Assigns.  
39 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this  
40 Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any  
41 permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if  
42 the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations  
43 under this Contract.  
44 b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and  
45 assigns, if any.

46  
47 7. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.  
48 Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or  
49 otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of  
50 the terms of this Contract.

51  
52 8. Funds Available and Authorized  
53 a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon.  
54 County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.  
55 b. County will only pay for completed work that is accepted by COUNTY.

56  
57 9. Representations and Warranties  
58 a. Contractor's Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and  
59 authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of  
60 Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner  
61 and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified,  
62 professionally competent, and duly license to perform the Work.

63  
64 b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

65  
66 10. Ownership of Work Product. All Work products of the Contractor that result from this contract ("the Work Products") are the exclusive  
67 property of the County. County and Contractor intend that such Work Products be deemed "works made for hire" of which County shall be  
68 deemed the author. If for any reason the Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its  
69 right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state  
70 or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably  
71 request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of  
72 identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

73  
74 11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents,  
75 from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of,  
76 or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

77  
78 12. Insurance. Contractor shall provide insurance as required by State law.

79  
80 13. Termination  
81 a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties or with  
82 the terminating party providing 48 hours written notice to the other party.

83 b. Remedies  
84 i) In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work  
85 multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against



86 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to  
87 County upon demand.

88 **c. Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all  
89 activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract,  
90 Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the  
91 Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or  
92 other tangible things needed to complete the Work.

93

94 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13. (e)(ii) or 9(a), NEITHER**  
95 **PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE**  
96 **CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN**  
97 **ACCORDANCE WITH ITS TERMS.**

98

99 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted  
100 accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document  
101 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
102 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that  
103 are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such  
104 fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable  
105 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to  
106 this Contract, whichever date is later.

107

108 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances  
109 applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of  
110 Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all  
111 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights  
112 and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
113 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

114

115 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the  
116 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.  
117 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

118

119 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where  
120 such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove  
121 or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
122 contract.

123

124 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth  
125 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.

126

127 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

128

129 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given  
130 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or  
131 number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this  
132 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or  
133 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be  
134 effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any  
135 communication or notice by personal delivery shall be deemed to be given when actually delivered.

136

137 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in  
138 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  
139 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

140

141 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement  
142 binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall  
143 constitute an original.

144

145 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal  
146 tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers  
147 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

148

149 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of  
150 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other  
151 County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and  
152 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  
153 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY  
154 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

155

156 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no  
157 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or  
158 change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
159 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.  
160 The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

161

162

163

164 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS**  
165 **CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

166 **CONTRACTOR DATA AND CERTIFICATION**

167 **Name (tax filing):** \_\_\_\_\_

168 **Address:** \_\_\_\_\_

169 **Citizenship, if applicable:** Non-resident alien  Yes  No

170

171 **Business Designation** (check one):  
172  Corporation       Partnership       Limited Partnership       Limited Liability Company       Limited Liability  
173 Partnership       Sole Proprietorship       Other \_\_\_\_\_

174 **Federal Tax ID#:** \_\_\_\_\_ **or SSN#:** \_\_\_\_\_  
175 Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS)  
176 under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not  
177 matching IRS records could subject contractor to 31 percent backup withholding.  
178

179 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form  
180 is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup  
181 withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest  
182 or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of  
183 Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in  
184 violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS  
185 670.600; and (e) the above Contractor data is true and accurate.  
186

187 **CONTRACTOR**

188  
189 By: \_\_\_\_\_ Title: OHV PARK HOST - PEAK TIME ASSISTANT Date: \_\_\_\_\_  
190  
191 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_  
192  
193

194 **COUNTY**  
195 **MORROW COUNTY BOARD OF COMMISSIONERS**  
196 **MORROW COUNTY, OREGON**  
197

198  
199 **Date:** \_\_\_\_\_  
200 **ATTEST:**  
201  
202  
203 \_\_\_\_\_  
204 **Bobbi, Childers, County Clerk**  
205  
206 \_\_\_\_\_  
207 **Melissa Lindsay, Chair**  
208  
209 \_\_\_\_\_  
210 **Don Russell, Vice Chair**  
211  
212 \_\_\_\_\_  
213 **Jim Doherty, Commissioner**  
214

215  
216 **APPROVED AS TO FORM:**  
217  
218 \_\_\_\_\_  
219 **Morrow County Counsel**  
220

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**SCOPE OF WORK**  
**Assistant to Park Host on Peak times**

Morrow County is the owner and operator of a public park which is known as OHV Park. The County provides public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines, sewage disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and charges a fee for the use of the Park camping spaces. It is necessary for the proper maintenance and order of the Park, as well as preservation and protection of County assets, that a Park Host be present during the spring, summer and fall months when Park is open to the public.

1. It is intended that the Park Host shall live at the Park during the Park season and be present at the Park at all times. Park Host shall be available to greet and assist visitors, collect user fees, do maintenance and caretaking of the Park, provide information about Park usage and facilities, receive public comment, and be aware of activities occurring in the Park. In order to appropriately perform these responsibilities, the

**Park Host must:**

- Be knowledgeable about Park rules and regulations;
- Input guest reservations as necessary with park guest details and payment information into reservation system
- Be observant for activities or conditions occurring in the Park that require immediate attention;
- Be visible representative of the County in the Park;
- Set an appropriate example for compliance with Park rules and courtesies;
- Keep Park grounds and Welcome/support Building clean and free of litter and debris; dusting and daily cleaning will need to be completed.
- Assist the Operation Maintenance Manager with restroom/shower facilities and Park camping sites. This includes but is not limited to keeping areas clean and free of litter and debris.
- Keep restroom dispensers filled with toilet tissue, paper towels and other items as necessary;
- No outside garbage or refuse is to be deposited at the Park refuse collection site
- In parks with cabins follow the appropriate procedure for care of those  
Cabins outlined in cabin rental policy.
- At the OHV Park be aware of motorized rules and be capable of selling State Parks  
Permits for OHV equipment.

2. County hereby waives Park Host's user (camping) fees applicable to the campsite that Park Host occupies during the term of this Agreement.

3. County shall reimburse Park Host Assistant to Park Host on Peak times a flat rate of Thirty-five Dollars (\$35.00) per day, Monday through Sunday, for days actually worked.

4. County shall provide Park Host with materials and supplies necessary to maintain restrooms, showers dispose of garbage, post rules and regulations and other items as may be required to fulfill the intentions of this Agreement.

5. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency services become necessary.

6. The parties acknowledge that the Park Host is not an employee of Morrow County. Either party may cancel this Agreement at any time by giving the other forty-eight (48) hours notice of intent to cancel.

7. By signing this Agreement, Park Host agrees to, and does release Morrow County from any liability arising by reason of personal injury suffered by Park Host which is not covered by Worker's Compensation Insurance.



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

Item # \_\_\_\_\_

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500 (ext#5706)  
 Department: Public Works/Parks Requested Agenda Date: April 05, 2017  
 Person Attending BOC Meeting (REQUIRED): Burke O'Brien, Greg Close  
 Short Title of Agenda Item: OHV Park Host

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>5 min.</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

N/A **For Contracts and Agreements Only**

Contractor/Entity: Mike Todd  
 Contractor/Entity Address: P.O. Box 321, Fossil, Oregon 97830  
 Effective Dates – From: May 08, 2017 Through: November 13, 2017  
 Total Contract Amount: approx. \$9,500 11,500 Budget Line: 238300-520-3440  
 Does the contract amount exceed \$5,000?  Yes  No  
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

<u>Burke O'Brien</u> DATE	Department Head	Required for all BOC meetings
_____	Admin. Officer/BOC Office	Required for all BOC meetings
<u>Greg Close</u> DATE	County Counsel	Required for all legal documents
<u>Hall</u> DATE	Finance Office	Required for all contracts; Other items as appropriate.
_____	Human Resources	If appropriate

**Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.**

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

---

1. TITLE OF AGENDA ITEM: OHV Park Host

2. ISSUES, BACKGROUND, AND DISCUSSION:

Issue: Fill the OHV Host position for the 2017 camping season.

3. OPTIONS:

1. Review and accept
2. Review and suggest changes
2. other

4. FISCAL IMPACT:

Financial impact will be determined by the total number of days worked by individual filling the host position. The payment for the OHV Park host is at a rate of \$60.00 per day.

5. STAFF RECOMMENDATIONS:

It is the staff's recommendation to approve contract for Mike Todd for the OHV Park Host position at the OHV Park during 2017 camping season.

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

Approve contract as submitted

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording)                     | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file)             | <input type="checkbox"/> Department – For distribution                 |
| <input checked="" type="checkbox"/> Other <u>Morrow County Public Works Department</u> |  |



## Contract and Agreement Review Sheet

Contract/Agreement Number:

County Counsel Review

Date: 03-23-2017

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500(ext 5)

Department: Public Works/Parks Agenda Date: April 05, 2017

Contractor Name: Mike Todd

Address: P.O. Box 321

City, State, Zip: Fossil, Oregon 97830

Effective Dates – From: May 08, 2017 Through: November 13, 2017

Total Contract Amount: \$9,500 Budget Line: 238300-520-3440

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

### Background and Discussion:

Fill camp host position during the 2017 camping season.

### Fiscal Impact:

Financial impact will be determined by the total number of days worked by individual filling the host position. The payment for the OHV Park host is at a rate of \$60.00 per day.

Original or copies of signed contract should be sent to the following:

- Clerk (Original for recording)  Finance Department (Copy for file)
- BOC Office (Copy for file)  Department – For distribution to the contractor
- Other Morrow County Public Works/Parks Department

MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and Mike Todd hereafter called Contractor. County's Contract Administrator for this contract is Burke O'Brien, Public Works Director.

1. Effective Date and Duration. This contract shall become effective on May 08, 2017 or the date at which this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when County closes the park on or before November 13, 2017 whichever date occurs first. The specific dates of park closing shall be determined by the County, depending upon the weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor agrees to perform the Work in accordance with the terms and conditions of the attached OHV Park Scope of Work.

3. Consideration
a. County agrees to pay Contractor the daily rate of \$ \$60.00/day for accomplishing the Work required by the attached Scope of Work.

4. Contract Documents. This contract consists of this Contract and attached Scope of Work. All attached Exhibits are hereby incorporated by reference.

5. Independent Contractor; Responsibility for Taxes and Withholding
a. Contractor shall perform required Work as an independent contractor. Although the County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.265.
c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors and Assigns.
a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized
a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
b. County will only pay for completed work that is accepted by COUNTY.

9. Representations and Warranties
a. Contractor's Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly license to perform the Work.
b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All Work products of the Contractor that result from this contract ("the Work Products") are the exclusive property of the County. County and Contractor intend that such Work Products be deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

12. Insurance. Contractor shall provide insurance as required by State law.

13. Termination
a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties or with the terminating party providing 48 hours written notice to the other party.
b. Remedies
i) In the event of termination pursuant to Sections 13. Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against

86 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to  
87 County upon demand.

88 **c. Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all  
89 activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract,  
90 Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the  
91 Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or  
92 other tangible things needed to complete the Work.

93

94 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13. (e)(ii) or 9(a), NEITHER**  
95 **PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE**  
96 **CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN**  
97 **ACCORDANCE WITH ITS TERMS.**

98

99 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted  
100 accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document  
101 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
102 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that  
103 are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such  
104 fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable  
105 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to  
106 this Contract, whichever date is later.

107

108 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances  
109 applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of  
110 Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all  
111 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights  
112 and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
113 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

114

115 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the  
116 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.  
117 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

118

119 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where  
120 such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove  
121 or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
122 contract.

123

124 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth  
125 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.

126

127 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

128

129 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given  
130 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or  
131 number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this  
132 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or  
133 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be  
134 effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any  
135 communication or notice by personal delivery shall be deemed to be given when actually delivered.

136

137 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in  
138 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  
139 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

140

141 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement  
142 binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall  
143 constitute an original.

144

145 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal  
146 tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers  
147 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

148

149 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of  
150 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other  
151 County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and  
152 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  
153 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY  
154 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

155

156 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no  
157 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or  
158 change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
159 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.  
160 The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

161  
162  
163 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS**  
164 **CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

165 **CONTRACTOR DATA AND CERTIFICATION**

166  
167 Name (tax filing): \_\_\_\_\_  
168 Address: \_\_\_\_\_  
169 Citizenship, if applicable: Non-resident alien  Yes  No



171 **Business Designation** (check one):  
172  Corporation       Partnership       Limited Partnership       Limited Liability Company       Limited Liability  
173 Partnership       Sole Proprietorship       Other \_\_\_\_\_

174 **Federal Tax ID#:** \_\_\_\_\_ **or SSN#:** \_\_\_\_\_  
175 Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS)  
176 under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not  
177 matching IRS records could subject contractor to 31 percent backup withholding.  
178

179 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form  
180 is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup  
181 withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest  
182 or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of  
183 Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in  
184 violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS  
185 670.600; and (e) the above Contractor data is true and accurate.  
186

187 **CONTRACTOR**

188  
189 By: \_\_\_\_\_ Title: OHV PARK HOST Date: \_\_\_\_\_

190  
191 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_  
192  
193

194 **COUNTY**

195 **MORROW COUNTY BOARD OF COMMISSIONERS**  
196 **MORROW COUNTY, OREGON**  
197

198  
199 **Date:** \_\_\_\_\_

200 **ATTEST:**

201  
202  
203 \_\_\_\_\_  
204 **Bobbi, Childers, County Clerk**

205 \_\_\_\_\_  
206 **Melissa Lindsay, Chair**

207 \_\_\_\_\_  
208 **Don Russell, Vice Chair**

209 \_\_\_\_\_  
210 **Jim Doherty, Commissioner**  
211

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215  
216 **APPROVED AS TO FORM:**

217  
218 \_\_\_\_\_  
219 **Morrow County Counsel**  
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## SCOPE OF WORK

Morrow County is the owner and operator of a public park which is known as OHV Park. The County provides public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines, sewage disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and charges a fee for the use of the Park camping spaces. It is necessary to the proper maintenance and order of the Park, as well as preservation and protection of County assets, that a Park Host be present during the spring, summer and fall months when Park is open to the public.

1. It is intended that the Park Host shall live at the Park during the Park season and be present at the Park at all times. Park Host shall be available to greet and assist visitors, collect user fees, do maintenance and caretaking of the Park, provide information about Park usage and facilities, receive public comment, and be aware of activities occurring in the Park. In order to appropriately perform these responsibilities, the

**Park Host must:**

- Be knowledgeable about Park rules and regulations;
- Input guest reservations as necessary with park guest details and payment information into reservation system;
- Be observant for activities or conditions occurring in the Park that require immediate attention;
- Be visible representative of the County in the Park;
- Set an appropriate example for compliance with Park rules and courtesies;
- Keep Park grounds, Welcome support building clean and free of litter and debris; dusting and daily cleaning will need to be completed.
- Assist the Operation Maintenance Manager with restrooms and Park camping sites, keep clean and free of litter and debris.
- Keep restroom dispensers filled with toilet tissue and paper towels;
- No outside garbage or refuse is to be deposited at the Park refuse collection site
- In parks with cabins follow the appropriate procedure for care of those cabins outlined in cabin rental policy.
- At the OHV park be aware of motorized rules and capable of selling State Parks licenses for OHV equipment.

2. County hereby waives Park Host's user fees applicable to the campsite that Park Host occupies during the term of this Agreement.
3. County shall reimburse Park Host a flat rate of Sixty Dollars (\$60.00) per day, Monday through Sunday, for days actually worked.
4. County shall provide Park Host with materials and supplies necessary to maintain restrooms, dispose of garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this Agreement.
5. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency services become necessary.
6. The parties acknowledge that the Park Host is not an employee of Morrow County. Either party may cancel this Agreement at any time by giving the other forty-eight (48) hours' notice of intent to cancel.
7. By signing this Agreement, Park Host agrees to, and does release Morrow County from any liability arising by reason of personal injury suffered by Park Host which is not covered by Worker's Compensation Insurance.



# AGENDA ITEM COVER SHEET

## Morrow County Board of Commissioners

(Page 1 of 2)

Item # \_\_\_\_\_

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500 (ext#5706)  
 Department: Public Works/Parks Requested Agenda Date: April 05, 2017  
 Person Attending BOC Meeting (REQUIRED): Burke O'Brien, Greg Close  
 Short Title of Agenda Item: Anson Wright Peak Part Time Park Host

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>5 min.</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

N/A **For Contracts and Agreements Only**

Contractor/Entity: Robert (Bob) Allen  
 Contractor/Entity Address: 54872 Second Street, Heppner, Oregon 97836  
 Effective Dates – From: May 08, 2017 *JK* Through: November 13, 2017  
 Total Contract Amount: \$1,269 Budget Line: 238238-520-3440  
 Does the contract amount exceed \$5,000?     Yes  No  
 If Yes. Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

<u><i>Burke O'Brien</i></u> DATE	Department Head	Required for all BOC meetings
<u><i>JS/RJ</i></u> DATE	Admin. Officer/BOC Office	Required for all BOC meetings
<u><i>JK</i></u> <i>3-29-2017</i> DATE	County Counsel	Required for all legal documents
<u><i>Johnnie King</i></u> <i>3/29/17</i> DATE	Finance Office	Required for all contracts; Other items as appropriate.
_____ DATE	Human Resources	If appropriate

**Note:** All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Anson Wright Peak Part Time Park Host

2. ISSUES, BACKGROUND, AND DISCUSSION:

Issue: Fill Camp host position for 2017 camping season during holidays and peak camping times

Background: Due to budgets the camp host position is going from full camping season work to peak part time on call status.

3. OPTIONS:

1. Review and accept
2. Review and suggest changes
2. other

4. FISCAL IMPACT:

Financial impact will be determined by the total number of days worked by individual filling the host position. The payment for the Anson Wright peak part time host is at a rate of \$35.00 per day.

5. STAFF RECOMMENDATIONS:

It is the staff's recommendation to approve contract for Robert (Bob) Allen for the camp peak part time host position at Anson Wright Park during 2017 camping season.

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

Approve contract as submitted

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording)                           | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file)                   | <input type="checkbox"/> Department – For distribution                 |
| <input checked="" type="checkbox"/> Other <u>Morrow County Public Works/Parks Department</u> |  |



## Contract and Agreement Review Sheet

Contract/Agreement Number:

County Counsel Review

Date: 03-23-2017

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500(ext 5)

Department: Public Works/Parks Agenda Date: April 05, 2017

Contractor Name: Robert (Bob) Allen

Address: 54872 Second Street

City, State, Zip: Heppner, Oregon 97836

Effective Dates – From: May 08, 2017 Through: November 13, 2017

Total Contract Amount: \$1,269 Budget Line: 238238-520-3440

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

### Background and Discussion:

Fill camp host position during peak camping times and holidays for the 2017 camping season. Due to budgets the camp host position will be transitioning from full time to part time/on call status.

### Fiscal Impact:

Financial impact will be determined by the total number of days worked by individual filling the host position. The payment for the Anson Wright peak part time host is at a rate of \$35.00 per day.

Original or copies of signed contract should be sent to the following:

- Clerk (Original for recording)  Finance Department (Copy for file)
- BOC Office (Copy for file)  Department – For distribution to the contractor
- Other Morrow County Public Works/Parks Department

1 MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

2  
3 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and  
4 Robert Allen hereafter called Contractor. County's Contract Administrator for this contract is Burke O'Brien, Public Works Director.

5  
6 1. Effective Date and Duration. This contract shall become effective on May 08, 2017 or the date at which this Contract has been signed by  
7 every party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when County closes the park on or  
8 before November 13, 2017 whichever date occurs first. The specific dates of park closing shall be determined by the County, depending upon  
9 the weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice County's  
10 right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has  
11 not been cured.

12  
13 2. Statement of Work. Contractor agrees to perform the Work in accordance with the terms and conditions of the attached Anson Wright Park  
14 Peak Time Host Scope of Work.

15  
16 3. Consideration  
17 a. County agrees to pay Contractor the daily rate of \$35.00/day for accomplishing the Work required by the attached Scope of  
18 Work. Assistant to Park Host on Peak times.

19  
20 4. Contract Documents. This contract consists of this Contract and attached Scope of Work. All attached Exhibits are hereby incorporated by  
21 reference.

22  
23 5. Independent Contractor; Responsibility for Taxes and Withholding  
24 a. Contractor shall perform required Work as an independent contractor. Although the County reserves the right (i) to determine (and modify)  
25 the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the County cannot and will  
26 not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner  
27 of performing the Work.  
28 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this  
29 Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as  
30 defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's  
31 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.265.  
32 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract  
33 and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to  
34 cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
35 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

36  
37 6. Subcontracts and Assignment; Successors and Assigns.  
38 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this  
39 Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any  
40 permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if  
41 the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations  
42 under this Contract.  
43 b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and  
44 assigns, if any.

45  
46 7. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.  
47 Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or  
48 otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of  
49 the terms of this Contract.

50  
51 8. Funds Available and Authorized  
52 a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon.  
53 County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.  
54 b. County will only pay for completed work that is accepted by COUNTY.

55  
56 9. Representations and Warranties  
57 a. Contractor's Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and  
58 authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of  
59 Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner  
60 and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified,  
61 professionally competent, and duly license to perform the Work.

62  
63 b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

64  
65 10. Ownership of Work Product. All Work products of the Contractor that result from this contract ("the Work Products") are the exclusive  
66 property of the County. County and Contractor intend that such Work Products be deemed "works made for hire" of which County shall be  
67 deemed the author. If for any reason the Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its  
68 right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state  
69 or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably  
70 request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of  
71 identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

72  
73 11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents,  
74 from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of,  
75 or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

76  
77 12. Insurance. Contractor shall provide insurance as required by State law.

78  
79 13. Termination  
80 a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties or with  
81 the terminating party providing 48 hours written notice to the other party.

82  
83 b. Remedies  
84 i) In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work  
multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against

85 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to  
86 County upon demand.  
87 c. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all  
88 activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract,  
89 Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the  
90 Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or  
91 other tangible things needed to complete the Work.  
92  
93 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13. (e)(ii) or 9(a), NEITHER  
94 PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE  
95 CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN  
96 ACCORDANCE WITH ITS TERMS.  
97  
98 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted  
99 accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document  
100 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
101 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that  
102 are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such  
103 fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable  
104 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to  
105 this Contract, whichever date is later.  
106  
107 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances  
108 applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of  
109 Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all  
110 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights  
111 and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
112 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.  
113  
114 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the  
115 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.  
116 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.  
117  
118 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where  
119 such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove  
120 or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
121 contract.  
122  
123 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth  
124 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.  
125  
126 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.  
127  
128 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given  
129 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or  
130 number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this  
131 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or  
132 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be  
133 effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any  
134 communication or notice by personal delivery shall be deemed to be given when actually delivered.  
135  
136 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in  
137 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  
138 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.  
139  
140 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement  
141 binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall  
142 constitute an original.  
143  
144 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal  
145 tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers  
146 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.  
147  
148 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of  
149 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other  
150 County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and  
151 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  
152 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY  
153 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.  
154  
155 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no  
156 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or  
157 change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
158 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.  
159 The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.  
160

161 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS**  
162 **CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

163 **CONTRACTOR DATA AND CERTIFICATION**  
164 **Name (tax filing):** \_\_\_\_\_  
165 **Address:** \_\_\_\_\_  
166 **Citizenship, if applicable:** Non-resident alien  Yes  No  
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**Business Designation** (check one):  
 Corporation       Partnership       Limited Partnership       Limited Liability Company       Limited Liability Partnership  
 Sole Proprietorship       Other \_\_\_\_\_

**Federal Tax ID#:** \_\_\_\_\_ **or SSN#:** \_\_\_\_\_  
Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

**CONTRACTOR**

By: \_\_\_\_\_ Title: ANSON WRIGHT PARK HOST - PEAK TIME ASSISTANT Date: \_\_\_\_\_

Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Bobbi, Childers, County Clerk**

\_\_\_\_\_  
**Melissa Lindsay, Chair**

\_\_\_\_\_  
**Don Russell, Vice Chair**

\_\_\_\_\_  
**Jim Doherty, Commissioner**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Morrow County Counsel**



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## SCOPE OF WORK Anson Wright Peak Time Host

Morrow County is the owner and operator of a public park which is known as Anson Wright Park. The County provides public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines, sewage disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and charges a fee for the use of the Park camping spaces. It is necessary to the proper maintenance and order of the Park, as well as preservation and protection of County assets, that a Park Host be present during the spring, summer and fall months when Park is open to the public.

1. It is intended that the Park Host shall live at the Park during the Park season and be present at the Park at all times. Park Host shall be available to greet and assist visitors, collect user fees, do maintenance and caretaking of the Park, provide information about Park usage and facilities, receive public comment, and be aware of activities occurring in the Park. In order to appropriately perform these responsibilities, the

**Park Host must:**

- Be knowledgeable about Park rules and regulations;
  - Input guest reservations as necessary with park guest details and payment information into reservation system
  - Be observant for activities or conditions occurring in the Park that require immediate attention;
  - Be visible representative of the County in the Park;
  - Set an appropriate example for compliance with Park rules and courtesies;
  - Keep Park grounds and buildings, including restrooms and Park camping sites, clean and free of litter and debris;
  - Keep restroom dispensers filled with toilet tissue and paper towels;
  - No outside garbage or refuse is to be deposited at the Park refuse collection site.
  - In parks with cabins follow the appropriate procedure for care of those cabins outlined by the County.
2. County hereby waives Park Host's user fees applicable to the campsite that Park Host occupies during the term of this Agreement.
  3. County shall reimburse Park Host a flat rate of Thirty-Five Dollars (\$35.00) per day, Monday through Sunday, for days actually worked.
  4. County shall provide Park Host with materials and supplies necessary to maintain restrooms, dispose of garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this Agreement.
  5. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency services become necessary.
  6. The parties acknowledge that the Park Host is not an employee of Morrow County, Either party may cancel this Agreement at any time by giving the other forty-eight (48) hours' notice of intent to cancel.
  7. By signing this Agreement, Park Host agrees to, and does release Morrow County from any liability arising by reason of personal injury suffered by Park Host which is not covered by Worker's Compensation Insurance.



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

Item # \_\_\_\_\_

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500 (ext#5706)  
 Department: Public Works/Parks Requested Agenda Date: April 05, 2017  
 Person Attending BOC Meeting (REQUIRED): Burke O'Brien, Greg Close  
 Short Title of Agenda Item: Cutsforth Park Host Contract

<b>This Item Involves: (Check all that apply for this meeting.)</b>	
<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>5 min.</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

<input type="checkbox"/> N/A	<b>For Contracts and Agreements Only</b>
Contractor/Entity: Sandra (Sandy) McDonald	
Contractor/Entity Address: P.O. Box 432, Lexington, Oregon 97839	
Effective Dates – From: May 08, 2017	Through: November 13, 2017
Total Contract Amount: \$7,000	Budget Line: 238200-520-3440
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes. Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By:

<u>Burke O'Brien 3/29/17</u>	Department Head	Required for all BOC meetings
DATE		
<u>GS/RS</u>	Admin. Officer/BOC Office	Required for all BOC meetings
DATE		
<u>RS</u> <u>3-29-2017</u>	County Counsel	Required for all legal documents
DATE		
<u>Greg Close</u> <u>3/29/17</u>	Finance Office	Required for all contracts; Other items as appropriate.
DATE		
_____	Human Resources	If appropriate
DATE		

**Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.**

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

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1. TITLE OF AGENDA ITEM: Cutsforth Park Host Contract

2. ISSUES, BACKGROUND, AND DISCUSSION:

Issue: Fill Camp host position for 2017 camping season

3. OPTIONS:

1. Review and accept
2. Review and suggest changes
2. other

4. FISCAL IMPACT:

Financial impact will be determined by the total number of days worked by the individual filling the host position. The payment for the Cutsforth Park host is at a rate of \$45.00 per day.

5. STAFF RECOMMENDATIONS:

It is the staff's recommendation to approve contract for Sandra (Sandy) McDonald for the camp host position at Cutsforth Park during 2017 camping season.

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

Approve contract as submitted

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording)                           | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file)                   | <input type="checkbox"/> Department – For distribution                 |
| <input checked="" type="checkbox"/> Other <u>Morrow County Public Works/Parks Department</u> |  |



## Contract and Agreement Review Sheet

Contract/Agreement Number:

County Counsel Review

Date: 03-23-2017

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500(ext 5)

Department: Public Works/Parks Agenda Date: April 05, 2017

Contractor Name: Sandra (Sandy) McDonald

Address: P.O. Box 432

City, State, Zip: Lexington, Oregon 97839

Effective Dates -- From: May 08, 2017 Through: November 13, 2017

Total Contract Amount: \$7,000 Budget Line: 238200-520-3440

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

### Background and Discussion:

Fill camp host position during the 2017 camping season.

### Fiscal Impact:

Financial impact will be determined by the total number of days worked by individual filling the host position. The payment for the Cutsforth Park host is at a rate of \$45.00 per day.

Original or copies of signed contract should be sent to the following:

- Clerk (Original for recording)  Finance Department (Copy for file)
- BOC Office (Copy for file)  Department – For distribution to the contractor
- Other Morrow County Public Works/Parks Department

MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and Sandra McDonald hereafter called Contractor. County's Contract Administrator for this contract is Burke O'Brien, Public Works Director.

1. Effective Date and Duration. This contract shall become effective on May 08, 2017 or the date at which this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when County closes the park on or before November 13, 2017 whichever date occurs first. The specific dates of park closing shall be determined by the County, depending upon the weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor agrees to perform the Work in accordance with the terms and conditions of the attached Cutsforth Park Scope of Work.

3. Consideration

a. County agrees to pay Contractor the daily rate of \$ 45.00/day for accomplishing the Work required by the attached Scope of Work.

4. Contract Documents. This contract consists of this Contract and attached Scope of Work. All attached Exhibits are hereby incorporated by reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

a. Contractor shall perform required Work as an independent contractor. Although the County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.265.

c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors and Assigns.

a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized

a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

b. County will only pay for completed work that is accepted by COUNTY.

9. Representations and Warranties

a. Contractor's Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly license to perform the Work.

b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All Work products of the Contractor that result from this contract ("the Work Products") are the exclusive property of the County. County and Contractor intend that such Work Products be deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

12. Insurance. Contractor shall provide insurance as required by State law.

13. Termination

a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties or with the terminating party providing 48 hours written notice to the other party.

b. Remedies

i) In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against

86 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to  
87 County upon demand.

88 **c. Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all  
89 activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract,  
90 Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the  
91 Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or  
92 other tangible things needed to complete the Work.

93

94 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13. (e)(ii) or 9(a), NEITHER**  
95 **PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE**  
96 **CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN**  
97 **ACCORDANCE WITH ITS TERMS.**

98

99 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted  
100 accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document  
101 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
102 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that  
103 are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such  
104 fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable  
105 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to  
106 this Contract, whichever date is later.

107

108 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances  
109 applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of  
110 Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all  
111 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights  
112 and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
113 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

114

115 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the  
116 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.  
117 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

118

119 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where  
120 such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove  
121 or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
122 contract.

123

124 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth  
125 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.

126

127 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

128

129 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given  
130 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or  
131 number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this  
132 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or  
133 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be  
134 effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any  
135 communication or notice by personal delivery shall be deemed to be given when actually delivered.

136

137 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in  
138 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  
139 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

140

141 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement  
142 binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall  
143 constitute an original.

144

145 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal  
146 tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers  
147 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

148

149 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of  
150 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other  
151 County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and  
152 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  
153 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY  
154 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

155

156 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no  
157 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or  
158 change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
159 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.  
160 The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

161

162

163

164 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS**  
165 **CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

166 **CONTRACTOR DATA AND CERTIFICATION**

167

168 Name (tax filing): Sandra McDonald

169 Address: P.O. Box 432, Lexington, Oregon 97839

170 Citizenship, if applicable: Non-resident alien  Yes  No

171 **Business Designation** (check one):  
172  Corporation       Partnership       Limited Partnership       Limited Liability Company       Limited Liability  
173 Partnership       Sole Proprietorship       Other \_\_\_\_\_

174 **Federal Tax ID#:** \_\_\_\_\_ **or SSN#:** \_\_\_\_\_

175 Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS)  
176 under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not  
177 matching IRS records could subject contractor to 31 percent backup withholding.  
178

179 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form  
180 is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup  
181 withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest  
182 or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of  
183 Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in  
184 violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS  
185 670.600; and (e) the above Contractor data is true and accurate.  
186

187 **CONTRACTOR**

188  
189 By: \_\_\_\_\_ Title: Cutsforth Park Host Date: \_\_\_\_\_

190  
191 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

192  
193  
194 **COUNTY**

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

197  
198  
199 **Date:** \_\_\_\_\_

200 **ATTEST:**

201  
202  
203 \_\_\_\_\_  
204 **Bobbi Childers, County Clerk**

205 \_\_\_\_\_  
206 **Melissa Lindsay, Chair**

207  
208 \_\_\_\_\_  
209 **Don Russell, Vice Chair**

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211 \_\_\_\_\_  
212 **Jim Doherty, Commissioner**

213  
214  
215  
216 **APPROVED AS TO FORM:**

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218 \_\_\_\_\_  
219 **Morrow County Counsel**  
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## SCOPE OF WORK

Morrow County is the owner and operator of a public park which is known as Cutsforth Park. The County provides public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines, sewage disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and charges a fee for the use of the Park camping spaces. It is necessary to the proper maintenance and order of the Park, as well as preservation and protection of County assets, that a Park Host be present during the spring, summer and fall months when Park is open to the public.

It is intended that the Park Host shall live at the Park during the Park season and be present at the Park at all times. Park Host shall be available to greet and assist visitors, collect user fees, do maintenance and caretaking of the Park, provide information about Park usage and facilities, receive public comment, and be aware of activities occurring in the Park. In order to appropriately perform these responsibilities, the

### Park Host must:

- Be knowledgeable about Park rules and regulations;
  - Input guest reservations as necessary with park guest details and payment information into reservation system;
  - Be observant for activities or conditions occurring in the Park that require immediate attention;
  - Be visible representative of the County in the Park;
  - Set an appropriate example for compliance with Park rules and courtesies;
  - Keep Park grounds and buildings, including restrooms and Park camping sites, clean and free of litter and debris;
  - Keep restroom dispensers filled with toilet tissue and paper towels;
  - No outside garbage or refuse is to be deposited at the Park refuse collection site.
  - In parks with cabins follow the appropriate procedure for care of those cabins outlined by the County.
2. County hereby waives Park Host's user fees applicable to the campsite that Park Host occupies during the term of this Agreement.
  3. County shall reimburse Park Host a flat rate of Forty-Five Dollars (\$45.00) per day, Monday through Sunday, for days actually worked.
  4. County shall provide Park Host with materials and supplies necessary to maintain restrooms, dispose of garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this Agreement.
  5. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency services become necessary.
  6. The parties acknowledge that the Park Host is not an employee of Morrow County. Either party may cancel this Agreement at any time by giving the other forty-eight (48) hours' notice of intent to cancel.
  7. By signing this Agreement, Park Host agrees to, and does release Morrow County from any liability arising by reason of personal injury suffered by Park Host which is not covered by Worker's Compensation Insurance.





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

Item # \_\_\_\_\_




**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Morrow County Parks (Public Works)      Phone Number (Ext): 541-989-9500  
 Department: OHV Park      Requested Agenda Date: April 5, 2017  
 Person Attending BOC Meeting (**REQUIRED**):  
 Short Title of Agenda Item: Review of Grazing Agreements

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

<input type="checkbox"/> N/A	For Contracts and Agreements Only	
Contractor/Entity:		
Contractor/Entity Address:		
Effective Dates – From:	Through:	
Total Contract Amount:	Budget Line:	
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes. Attach Purchase Pre-Authorization Request if Applicable		

Reviewed By:

	DATE: 3/29/17	Department Head	Required for all BOC meetings
	DATE: 3-31-17	Admin. Officer/BOC Office	Required for all BOC meetings
	DATE: 3-29-2017	County Counsel	Required for all legal documents
_____	DATE: _____	Finance Office	Required for all contracts; Other items as appropriate.
_____	DATE: _____	Human Resources	If appropriate

**Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.**

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Grazing Agreements for two cattle operation owners to use OHV for grazing.

2. ISSUES, BACKGROUND, AND DISCUSSION:

These are two grazing permit agreements with two cattle operating owners that graze their cattle on the areas of the OHV park. Properly managed livestock grazing helps to reduce fire hazards by controlling the amount and distribution of grasses and other potential fuel.

The OHV park pays it's own property tax and with the Revenues of the agreement of the grazing it covers that cost.

You will see two different agreements one is Morrow's Portion and the other is Grant Counties portion. They are for running cattle July to late fall. About a four month time frame.

3. OPTIONS:

4. FISCAL IMPACT:

This is a revenue stream coming into the Park for operations. Plus keeping the fire fuels to a minimum.

5. STAFF RECOMMENDATIONS:

Burke O'Brien recommends approval and signature that this is an ongoing process at the park that helps.

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

Motion made to sign the two agreements with Horseshoe Herford and Triangle Ranches for Grant portion and Morrow Co. Portion of the OHV Park for grazing purposes.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |



## Contract and Agreement Review Sheet

Contract/Agreement Number:

County Counsel Review  
Date:

Staff Contact: Morrow County Parks Phone Number (Ext): 541-989-9500

Department: OHV Park Agenda Date: \_\_\_\_\_

Contractor Name: Horseshoe Herford and Triangle Ranches

Address: Heppner

City, State, Zip: Oregon, 97836

Effective Dates – From: Feb. 1, 2017 Through: Nov. 01, 2021

Total Contract Amount: \$8680.00 Budget Line: Revenue In

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

### Background and Discussion:

These are two grazing permit agreements with two cattle operating owners that graze their cattle on the areas of the OHV park. Properly managed livestock grazing helps to reduce fire hazards by controlling the amount and distribution of grasses and other potential fuel.

The OHV park pays it's own property tax and with the Revenues of the agreement of the grazing it covers that cost.

You will see two different agreements one is Morrow's Portion and the other is Grant Counties portion. They are for running cattle July to late fall. About a four month time frame.

### Fiscal Impact:

This is a revenue stream coming into the Park for operations.

Original or copies of signed contract should be sent to the following:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file)   |
| <input checked="" type="checkbox"/> County Court (Copy for file)   | <input type="checkbox"/> Department – For distribution to the contractor |
| <input type="checkbox"/> Other _____                               |  |

## **GRAZING PERMIT AND AGREEMENT**

### **1. Permit**

This PERMIT is between Morrow County, a political subdivision of the State of Oregon (hereinafter "Grantor") and Horseshoe Hereford Ranch, Inc. & Triangle Ranches (hereinafter "Permittees"). Grantor agrees to permit and allow Permittees to graze livestock, and Permittees agree to graze the Property as described and shown on the attached Exhibit A.

### **2. Permittee's Operations.**

2.1. Permittees shall use the Property exclusively for the purpose of grazing livestock.

2.2 Permittees shall conduct operations under this Agreement in a business like and efficient manner in accordance with industry standards, and shall keep and observe all State and Federal laws, rules and regulations now or hereinafter applicable to such operations; and to the employment of labor with respect thereto, including without limitation: laws, rules and regulations pertaining to protection and conservation of fish and game and the prevention of pollution of any streams and water sources. Permittees shall secure all required licenses and permits and file all notices required by law relating to the Permittees' performance hereunder, and shall provide to Grantor evidence of compliance with said requirements.

2.3 Permittees shall furnish to Grantor an accurate accounting of the number of livestock turned in on a per pasture basis.

### **3. Agreement Payment**

2.1 Permittees shall pay to Grantor, jointly and severally, during the term of this Agreement, the sum of \$4,900.00 annually. Permittees shall make said payment to Grantor no later than November 18, 2016. All payments due under this Agreement shall be paid to Grantor at the address P.O. Box 428, Lexington, OR. 97839 or at such other address as Grantor may designate in writing.

### **4. Term**

The term of this Agreement shall be for the period commencing on **April 6, 2017**, terminating on **November 01, 2021**. This Agreement Is subject to earlier termination as otherwise provided for herein. Upon the expiration of the term of this Agreement, Permittees shall immediately remove all livestock and personal property from the premises. This permit may be terminated at any time by mutual written consent of both parties. Grantor may, at its sole discretion, terminate this permit, in whole or in part upon 30 days notice to Permittees.

## **5. Labor, Equipment, Material and Permits.**

Unless otherwise specifically set forth in the Agreement, Permittees, at their sole cost and expense, shall provide and pay for all labor, equipment, materials and supplies necessary for its operations on the Property, including any repairs and maintenance of existing fences on the subject Property. Permittee shall obtain and pay for all permits required to use Property under this Agreement unless otherwise specified herein, or otherwise agreed to in writing by Grantor.

## **6. Fire Prevention.**

Permittees agree to exercise the highest degree of care to prevent and suppress fire, and shall notify Grantor immediately of any fire on, or that may come upon or threaten, the Property. Permittees shall comply with all relevant Federal, State and local laws and regulations and reasonable requirements of Grantor with respect to fire prevention and control. Grantor may suspend operations when, in the absolute discretion of Grantor or Federal or State officials, Permittees' operations may pose a high degree of threat of fire on the Property.

## **7. Ingress and Egress.**

For the tem of this Agreement, Permittees shall have a non-exclusive right of ingress and egress to the Property over land and roads owned by Grantor.

## **8. Use and Condition of Property; Maintenance and Repair.**

8.1 Permittees shall use the Property shown on Exhibit A, which contains approximately 5,800 acres, solely for the grazing of livestock.

8.2 Permittees shall maintain all fences in proper working order. Permittees shall, prior to the introduction of any livestock on the subject property, examine and effect any necessary repairs to fences on the subject Property affected by Permittees' operations. Permittees may, with prior written approval of Grantor, add additional fencing, provided however that the fencing shall be constructed in a workmanlike manner which meets the requirements of Grantor. Permittees shall also maintain all existing springs and stock ponds, and Permittees shall take all necessary measures to prevent the degradation or contamination of these waters. Permittees shall only use pre-approved salting stations and shall not salt animals closer that 300 feet of any road or trail.

8.3 Permittees shall not graze any livestock on the Property which is not owned by Grantor. Permittees shall ensure that all livestock grazed on the Property is properly branded as Permittees', and Grantor may from time to time require proof of ownership of all livestock and number of livestock.

## **9. Grantor's Reserved Rights.**

9.1 If Permittees determine that further grazing would be detrimental to the range, due to overgrazing or other factors, Grantor may provide Permittees written notice to remove all livestock from the Property before the expiration of the term of the Agreement. Permittees shall comply with Grantor's instructions within ten (10) days from the receipt of such written notice. In the event such removal or reduction is required, Permittees shall be granted a pro rated adjustment of the amount of rental paid, based upon the number of days remaining in the Agreement.

9.2 Grantor reserves the right to use the Property for park use and all activities related to this activity. In certain special circumstances when the number and type of recreation may cause an undue risk to both recreates and livestock, Grantor may require rotation of livestock out of pastures for a period not to exceed ten (10) days. Grantor shall provide ten (10) day written notice prior to the requirement to rotate.

9.3 Grantor will, in cooperation with Permittees, take all practical steps to insure that grazing animals are not harassed.

9.4 Grantor reserves the right to enter in, upon and over the Property at any time for any reason whatsoever for the life of this Agreement. Permittees expressly accept all prior easements, encumbrances or restrictions which the Property may be subject to, including but not limited to mortgages, deeds of trust or other security instruments given to or granted by Grantor.

9.5 Grantor expressly reserves the right to use the premises for recreational use, including but not limited to cabin sites, fishing, camping and motorized recreation.

## **10. Risk of Loss.**

Permittees hereby assume all risks and hazards to Permittees' livestock, employees, agents and equipment, and to the grass and foliage growing on the property. Permittees expressly indemnifies and holds Grantor harmless and all of its respective employees, assigns, licensees, agents, and property from any and all costs, claims, and liabilities arising through or out of the operations of Grantor, and its respective employees, assigns or licensees. Permittees shall at all time utilize the Property in such a manner as to not interfere with any recreation operations of the Property by Grantor, its successors, assigns and licensees.

## **11. Return of Property.**

Upon the termination or expiration of this Agreement, Permittees shall remove all livestock and leave property in good condition and repair, reasonable wear and tear excepted. Upon the termination or expiration of the term of this Agreement, Permittees shall surrender and give up all grazing privileges and failing to do so, Grantor may remove all livestock from the property without any formal proceedings, either by law or in equity. Permittees shall promptly pay to Grantor the cost of repairing any damage, or

to replace damaged property where applicable.

**12. Indemnification.**

Permittees shall defend, indemnify and hold harmless the Grantor and their affiliated companies and their officers, insurers, agents and employees from all expenses, fines, liens, claims, demands, penalties, damages, and liabilities (including (i) reasonable attorneys' fees, including without limitations those at trial, and on appeal or review and (ii) reasonable consultant fees and expenses) which arise in connection with Permittees' performance of this Agreement, except to the extent caused by the sole negligence of the Grantor. Permittees' obligations under this Section include, without limitations, claims of all employees, licensees, invitees, agents, and subcontractors; claims for injuries to persons or property, including property of the public (such as air, water, fish and wildlife), including land and timber, and other property owned by the Grantor; and claims for trespass, nuisance, all Federal, State and local taxes, Workers' Compensation insurance and assessments, assessments and penalties for environmental damages and fire suppression costs. Permittees shall indemnify and hold harmless the Grantor from the consequences of all activities of its agents, subcontractors and assigns. Permittees shall at Permittees' own cost and expense, defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Grantor on any such claims and shall pay or satisfy any judgment, decree or settlement arising therefrom.

IT IS SO AGREED, this \_\_\_\_\_ day of \_\_\_\_\_,

Morrow County Board of Commissioners

\_\_\_\_\_  
*Melissa Lindsay, Chair*

Approved:

\_\_\_\_\_  
*Don Russell, Vice Chair*

\_\_\_\_\_  
Horseshoe Hereford Ranch

\_\_\_\_\_  
*Jim Doherty, Commissioner*

\_\_\_\_\_  
Triangle Ranch

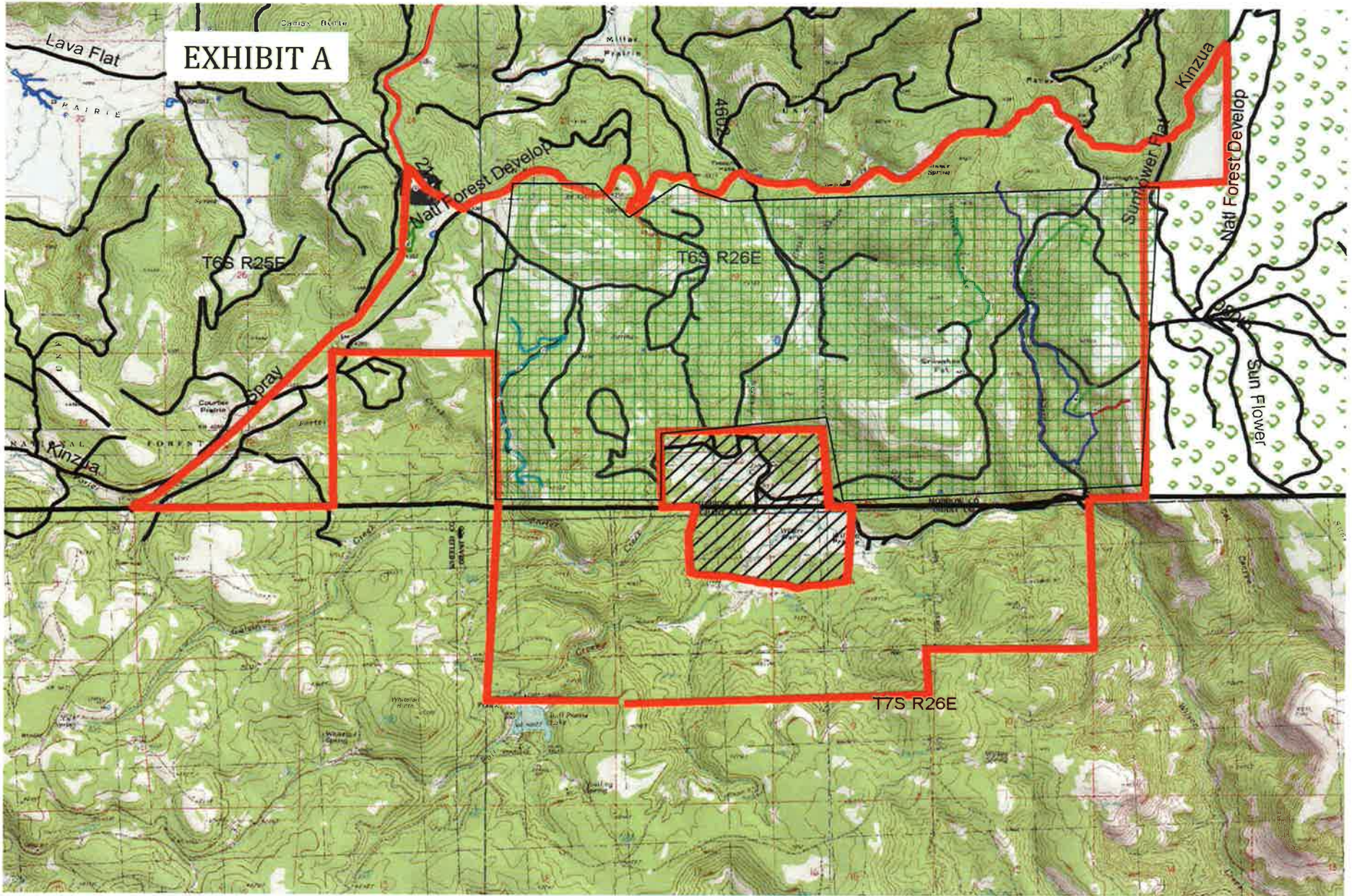
Attest:

\_\_\_\_\_  
Bobbi Childers, County Clerk

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel





## PERMIT

### **1. Permit**

This agreement is duly authorized by Grant County to enter into this agreement between Morrow County, a political subdivision of the State of Oregon (hereinafter "Grantor") and Horseshoe Hereford Ranch, Inc. & Triangle Ranches (hereinafter "Permittees"). Grantor agrees to permit and allow Permittees to graze livestock, and Permittees agree to graze the Property as described and shown on the attached Exhibit A.

### **2. Permittee's Operations.**

- 2.1. Permittees shall use the Property exclusively for the purpose of grazing livestock.
- 2.2. Permittees shall conduct operations under this Agreement in a business like and efficient manner in accordance with industry standards, and shall keep and observe all State and Federal laws, rules and regulations now or hereinafter applicable to such operations; and to the employment of labor with respect thereto, including without limitation: laws, rules and regulations pertaining to protection and conservation of fish and game and the prevention of pollution of any streams and water sources. Permittees shall secure all required licenses and permits and file all notices required by law relating to the Permittees' performance hereunder, and shall provide to Grantor evidence of compliance with said requirements.
- 2.3. Permittees shall furnish to Grantor an accurate accounting of the number of livestock turned in on a per pasture basis.

### **3. Agreement Payment**

- 2.1. Permittees shall pay to Grantor, jointly and severally, during the term of this Agreement, the sum of \$3,780.00 annually. Permittees shall make said payment to Grantor no later than February 28, 2017. All payments due under this Agreement shall be paid to Grantor at the address P.O. Box 428, Lexington, OR. 97839 or at such other address as Grantor may designate in writing.

### **4. Term**

The term of this Agreement shall be for the period commencing on **April 6, 2017**, terminating on **November 01, 2021**. This Agreement is subject to earlier termination as otherwise provided for herein. Upon the expiration of the term of this Agreement, Permittees shall immediately remove all livestock and personal property from the premises. This permit may be terminated at any time by mutual written consent of both

parties. Grantor may, at its sole discretion, terminate this permit, in whole or in part upon 30 days notice to Permittees.

#### **5. Labor, Equipment, Material and Permits.**

Unless otherwise specifically set forth in the Agreement, Permittees, at their sole cost and expense, shall provide and pay for all labor, equipment, materials and supplies necessary for its operations on the Property, including any repairs and maintenance of existing fences on the subject Property. Permittee shall obtain and pay for all permits required to use Property under this Agreement unless otherwise specified herein, or otherwise agreed to in writing by Grantor.

#### **6. Fire Prevention.**

Permittees agree to exercise the highest degree of care to prevent and suppress fire, and shall notify Grantor immediately of any fire on, or that may come upon or threaten, the Property. Permittees shall comply with all relevant Federal, State and local laws and regulations and reasonable requirements of Grantor with respect to fire prevention and control. Grantor may suspend operations when, in the absolute discretion of Grantor or Federal or State officials, Permittees' operations may pose a high degree of threat of fire on the Property.

#### **7. Ingress and Egress.**

For the tem of this Agreement, Permittees shall have a non-exclusive right of ingress and egress to the Property over land and roads owned by Grantor.

#### **8. Use and Condition of Property; Maintenance and Repair.**

8.1 Permittees shall use the Property shown on Exhibit A, which contains approximately 1,920 acres, solely for the grazing of livestock.

8.2 Permittees shall maintain all fences in proper working order. Permittees shall, prior to the introduction of any livestock on the subject property, examine and effect any necessary repairs to fences on the subject Property affected by Permittees' operations. Permittees may, with prior written approval of Grantor, add additional fencing, provided however that the fencing shall be constructed in a workmanlike manner which meets the requirements of Grantor. Permittees shall also maintain all existing springs and stock ponds, and Permittees shall take all necessary measures to prevent the degradation or contamination of these waters. Permittees shall only use pre-approved salting stations and shall not salt animals closer that 300 feet of any road or trail.

8.3 Permittees shall not graze any livestock on the Property which is not owned by Grantor. Permittees shall ensure that all livestock grazed on the Property is properly branded as Permittees', and Grantor may from time to time require proof of ownership of all livestock and number of livestock.

## **9. Grantor's Reserved Rights.**

9.1 If Permittees determine that further grazing would be detrimental to the range, due to overgrazing or other factors, Grantor may provide Permittees written notice to remove all livestock from the Property before the expiration of the term of the Agreement. Permittees shall comply with Grantor's instructions within ten (10) days from the receipt of such written notice. In the event such removal or reduction is required, Permittees shall be granted a pro rated adjustment of the amount of rental paid, based upon the number of days remaining in the Agreement.

9.2 Grantor reserves the right to use the Property for park use and all activities related to this activity. In certain special circumstances when the number and type of recreation may cause an undue risk to both recreates and livestock, Grantor may require rotation of livestock out of pastures for a period not to exceed ten (10) days. Grantor shall provide ten (10) day written notice prior to the requirement to rotate.

9.3 Grantor will, in cooperation with Permittees, take all practical steps to insure that grazing animals are not harassed.

9.4 Grantor reserves the right to enter in, upon and over the Property at any time for any reason whatsoever for the life of this Agreement. Permittees expressly accept all prior easements, encumbrances or restrictions which the Property may be subject to, including but not limited to mortgages, deeds of trust or other security instruments given to or granted by Grantor.

9.5 Grantor expressly reserves the right to use the premises for recreational use, including but not limited to cabin sites, fishing, camping and motorized recreation.

## **10. Risk of Loss.**

Permittees hereby assume all risks and hazards to Permittees' livestock, employees, agents and equipment, and to the grass and foliage growing on the property. Permittees expressly indemnifies and holds Grantor harmless and all of its respective employees, assigns, licensees, agents, and property from any and all costs, claims, and liabilities arising through or out of the operations of Grantor, and its respective employees, assigns or licensees. Permittees shall at all time utilize the Property in such a manner as to not interfere with any recreation operations of the Property by Grantor, its successors, assigns and licensees.

## **11. Return of Property.**

Upon the termination or expiration of this Agreement, Permittees shall remove all livestock and leave property in good condition and repair, reasonable wear and tear excepted. Upon the termination or expiration of the term of this Agreement, Permittees shall surrender and give up all grazing privileges and failing to do so, Grantor may

remove all livestock from the property without any formal proceedings, either by law or in equity. Permittees shall promptly pay to Grantor the cost of repairing any damage, or to replace damaged property where applicable.

**12. Indemnification.**

Permittees shall defend, indemnify and hold harmless the Grantor and their affiliated companies and their officers, insurers, agents and employees from all expenses, fines, liens, claims, demands, penalties, damages, and liabilities (including (i) reasonable attorneys' fees, including without limitations those at trial, and on appeal or review and (ii) reasonable consultant fees and expenses) which arise in connection with Permittees' performance of this Agreement, except to the extent caused by the sole negligence of the Grantor. Permittees' obligations under this Section include, without limitations, claims of all employees, licensees, invitees, agents, and subcontractors; claims for injuries to persons or property, including property of the public (such as air, water, fish and wildlife), including land and timber, and other property owned by the Grantor; and claims for trespass, nuisance, all Federal, State and local taxes, Workers' Compensation insurance and assessments, assessments and penalties for environmental damages and fire suppression costs. Permittees shall indemnify and hold harmless the Grantor from the consequences of all activities of its agents, subcontractors and assigns. Permittees shall at Permittees' own cost and expense, defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Grantor on any such claims and shall pay or satisfy any judgment, decree or settlement arising therefrom.

IT IS SO AGREED, this \_\_\_\_\_ day of \_\_\_\_\_,

Morrow County Board of Commissioners

\_\_\_\_\_  
*Melissa Lindsay, Chair*

Approved:

\_\_\_\_\_  
*Don Russell, Vice Chair*

\_\_\_\_\_  
Horseshoe Hereford Ranch

\_\_\_\_\_  
*Jim Doherty, Commissioner*

\_\_\_\_\_  
Triangle Ranch

Attest:

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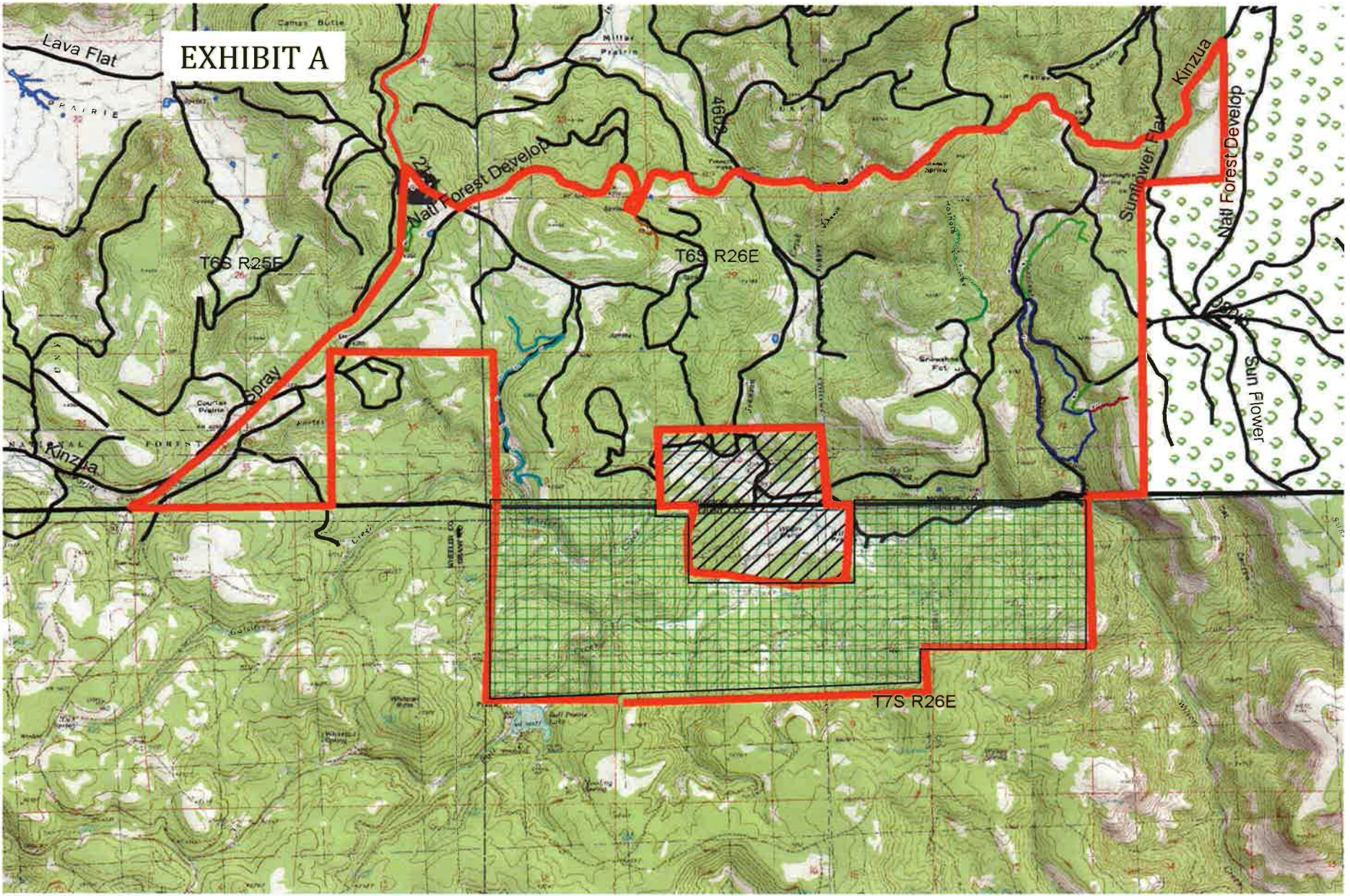
Bobbi Childers, County Clerk

Approved as to Form:

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Morrow County Counsel

EXHIBIT A





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

Item #

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-8584  
 Department: Public Works / Road Requested Agenda Date: 4/5/2017  
 Person Attending BOC Meeting (REQUIRED): Matt Scrivner

Short Title of Agenda item: Purchase Pre-Authorization (2007 Ford)

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

<input checked="" type="checkbox"/> N/A	<b>For Contracts and Agreements Only</b>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By:

<u>Bruce Oxen</u>	<u>3/29/2017</u>	Department Head	Required for all BOC meetings
<u>JJ</u>	<u>3/29/17</u>	Admin. Officer/BOC Office	Required for all BOC meetings
_____	_____	County Counsel	Required for all legal documents
<u>Katherine Kraft</u>	<u>3/29/17</u>	Finance Office	Required for all contracts; Other items as appropriate.
_____	_____	Human Resources	If appropriate

**Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.**



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

- 
1. TITLE OF AGENDA ITEM: **PURCHASE PRE-AUTHORIZATION (2007 FORD)**
  
  2. ISSUES, BACKGROUND, AND DISCUSSION: Last month Road department auctioned of a 1990 1 ton Chevy pickup. We have found a 2007 Ford F-550 at State surplus to replace this vehicle. This vehicle is 4-wheel drive, manual transmission, dual rear wheel and has 51,000 miles on it.
  
  3. OPTIONS: N/A
  
  4. FISCAL IMPACT: \$11,000.00 which we have in equipment replacement. Budget line 201-220-5-40-4401
  
  5. STAFF RECOMMENDATIONS: Approval
  
  6. SUGGESTED ACTION(S) / MOTION(S): Public Works would request approval to purchase this vehicle.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |                                     |                                    |
|---|-------------------------------------|------------------------------------|
| <input type="checkbox"/> Clerk (Original for recording)         | <input checked="" type="checkbox"/> | Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> | Department – For distribution      |
| <input type="checkbox"/> Other _____                            |                                     |                                    |



# Purchase Pre-Authorization Request

**Purchase pre-authorization is required prior to all purchases in excess of \$5,000.**

DATE: May 5, 1994

RE: Purchasing Policy

It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre- approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-8584

Department: Public Works / Road Date: 3-29-2017

Purchase Amount: \$11,000.00 Budget Line: 201-220-5-40-4401

Is the purchase a "public improvement?"  No  Yes, Address ORS 279C

Does the purchase amount exceed \$10,000?  No  Yes, See Page 2

**Description:**

Purchase a 2007 Ford F-550 4WD Cab&Chassis to replace a 1990 1 Ton Chevy 4x2 pickup that was sold at auction last month.

*Katherine King*  
Finance Director signature

*Burke O'Brien*  
Department signature

\_\_\_\_\_  
Board of Commissioners

3/29/2017  
Date

Original or copies of signed contract should be sent to the following:

- Finance Department (Signed Original)  Department (Copy for file)
- BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements  
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

**Requirements of ORS 279B.070:**

*(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]*

Quote/Proposal 1:

Quote/Proposal 2:

Quote/Proposal 3:

\*Attach documentation as needed

*(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)]*

Staff Recommendation:



**2007 F-550 Cab and Chassis  
Dually, 4X4, 51,000miles  
\$11,000.00**

**Replacing**



**1989 Chevy Cab and Chassis  
Custom Deluxe, 101 K mlles**



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

---

1. TITLE OF AGENDA ITEM: Morrow County Parks Committee Bylaw's

2. ISSUES, BACKGROUND, AND DISCUSSION:

Issue: Morrow County Parks Master Plan 2010-2030 adopted by Order # OR-10-2010 that has two sets of committee lists within the master plan. This resolution (R-2017-8) will replace the revised bylaws that were adopted on November 1, 2006 and suspend the portion of the parks master plan regarding the Morrow County Parks Committee.

Background: The revised bylaws of November 1, 2006 details membership of eleven (11) members, the Parks Master Plan on page ii of the Morrow County Parks Master Plan 2010-2030 defines the committee as having twenty-six (26) members. This issues has been tabled by the Parks Committee to resolve for several years until such time the Parks Master Plan was to be revised. At the January 10, 2017the Parks Committee appointed a Parks Plan Sub-Committee to update the Parks Master Plan including the bylaws.

The Parks Plan Sub-Committee held meetings; drafted new bylaws, and presented to the Parks Committee whom decided to forward the bylaws and resolution to adopt new bylaws to the Board of Commissioners for final approval.

3. OPTIONS:

1. Review and accept
2. Review and suggest changes
2. other

4. FISCAL IMPACT:

none

5. STAFF RECOMMENDATIONS:

It is the staff and Parks Committee recommendation to approve and sign the Parks Committee Bylaws and upon approval adopt Bylaws by Resolution R-2017-8

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

Approve Bylaws as submitted by the Parks Committee

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Clerk (Original for recording)                           | <input type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file)                   | <input type="checkbox"/> Department – For distribution      |
| <input checked="" type="checkbox"/> Other <u>Morrow County Public Works/Parks Department</u> |   |

# MORROW COUNTY PARKS COMMITTEE

## COMMITTEE BYLAWS

### ARTICLE I – NAME

The name of this organization is the Morrow County Parks Committee.

### ARTICLE II – MISSION STATEMENT AND POWERS

#### Section 1: MISSION STATEMENT

The overall goal of the Morrow County Parks Committee, here after referred to as Committee, is to provide advice to the Morrow County Board of Commissioners, and Morrow County Public Works Director as to the management, marketing and improvements of Morrow County Parks.

#### Section 2: POWERS

The Committee shall serve as an advisor to the Morrow County Board of Commissioners and the Morrow County Public Works Director, in setting policy, budgeting and prioritizing projects associated with Morrow County Parks.

### ARTICLE III – MEMBERSHIP

#### Section 1: COMMITTEE COMPOSITION

The Committee shall be comprised of individuals who have knowledge of the issues relating to the Morrow County Parks, and their facilities, tourism and economic development.

- a.) A person representing the Boardman Parks District Board
  - 1.) This person shall be a member of and appointed by the Boardman Parks District
- b.) A person representing the Irrigon Parks District Board
  - 1.) This person shall be a member of and appointed by the Irrigon Park District
- c.) A person representing the Willow Creek Park District (Representing Heppner, Ione, Lexington)
  - 1.) This person shall be a member of and appointed by the Willow Creek Park District Board
- d.) A person representing the Morrow County Public Works Department
- e.) A person representing the Umatilla National Forest Service
  - 1.) This person shall be from the Heppner Ranger District
- f.) Four (4) individuals to serve as Parks User/At Large who shall be Morrow County resident
  - Parks User/At Large Sub-group suggestions --
  - 1.) Motorized representative (all-terrain vehicle, snowmobile, jeep, etc.)
  - 2.) Equestrian
  - 3.) Hiking/Biking (hiking or bicycling)
  - 4.) Hunting/Camping

Section 2: NUMBER AND SELECTION

- a.) The Morrow County Board of Commissioners may approve a total of nine (9) individuals to serve on the committee.
  
- b.) The terms of the membership shall be established on a rotating basis of three (3) year terms with three (3) members to be appointed each year.
  
- c.) The appointing authority shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that vacancy.

Section 3: TERMS OF OFFICE

All individuals of the Committee, shall be appointed to three (3) year terms. As designated by the appointing authority, individuals of the initial Committee, including the chair person and the vice chair shall serve terms in alternating one (1) year.

Section 4: RESPONSIBILITIES

Committee members are to regularly attend meetings of the Committee and sub-committees to which they have been appointed and to fulfill other Committee duties as appointed by the chair person.

Section 5: TERMINATION OF MEMBERSHIP

By a majority vote of the members constituting a quorum, the Committee may recommend to the appointing authority that a Committee member's position be declared vacant when the member has been absent from three (3) consecutive Committee meetings.

Section 6: QUORUM

A quorum will be achieved by having a minimum of five (5) members present and participating either in-person or by interactive electronic methods.

**ARTICLE IV – OFFICERS**

Section 1: DEFINITION

The Committee shall have a Chair person and a Vice-Chair who shall be elected by the Committee members. Morrow County Public Works personnel shall serve as the Committee facilitator.

Section 2: OFFICERS

*CHAIR PERSON:* The Chair person shall be elected by the Committee membership. The Chair person shall have the responsibility to call the meetings and preside at all meetings of the Committee, shall make appointments to sub-committees and assignments of other tasks as necessary to carry out the business of the Committee.

*VICE-CHAIR PERSON:* The Vice Chair person shall be elected by the Committee membership and shall preside at Committee meetings in the absence of the Chair person and shall assist the Chair person in the execution of tasks necessary to carry out the business of the Committee.



*MORROW COUNTY PUBLIC WORKS PERSONNEL*: The Morrow County Public Works Personnel shall be responsible for setting the agenda, sending meeting notices/documents, and be responsible for taking minutes at the Committee meetings.

Section 3: ELECTION

At the first Committee meeting of the year, the Committee shall elect officers. Terms of office shall be for one (1) calendar year and an incumbent shall be eligible for re-election.

**ARTICLE V – SUB-COMMITTEES**

The Chair person shall appoint all sub-committees and charge each with its responsibility. A sub-committee may be comprised of one (1) or more persons appointed by the Chair person. Sub-committee members may include members of the Committee and other interested persons who reside in Morrow County. The Sub-Committee Chair person shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the sub-committee, chairing meetings of the sub-committee, and reporting to the Committee concerning the work of the sub-committee.

**ARTICLE VI – ADVISORS/STAKEHOLDERS**

The Committee and sub-committees may call on members of the community and other professionals to provide technical assistance. No funds shall be expended for these advisors/stakeholders unless approved by County Board of Commissioners.

**ARTICLE VII – MEETINGS**

Section 1: PUBLIC MEETINGS LAW

The Committee is a public body for the purposes of ORS Chapter 192 and thereby subject to the statutory procedures relating to public meetings. It is the policy of the Committee to maintain maximum public contact and input. In accordance with this policy, all meeting notices routinely shall be announced to the newspapers of record in the area. Distribution of the meeting notices shall be in a manner that maximizes the potential for the public to be aware of the proceedings of the Committee and to participate in its deliberations.

Section 2: REGULAR MEETINGS

The Committee shall endeavor to meet a minimum of two (2) times per calendar year once in the spring and again in the fall. Meetings may be held at different locations within the County. Meetings shall be announced to members by electronic methods and/or written notice by the Morrow County Public Works Department or the Morrow County Board of Commissioners.

Section 3: SPECIAL MEETINGS

The Chair person, Vice-Chair person, or any three members of the Committee may call a special meeting by giving members written, verbal and/or electronic notice and by giving the required public meeting notice.

Section 4: DECISION MAKING

Decisions shall require a majority of a quorum present and participating either in-person or by interactive electronic methods. Proxy votes shall not be accepted in the absence of a Committee member.

Section 5: MINUTES

Written minutes of all meetings shall be maintained in accordance with Oregon Administrative Rule Records Retention Requirements. Minutes will be distributed to all Committee members and appointing authority and shall be corrected if necessary and approved at subsequent meetings. Minutes will be maintained by the Morrow County Public Works Department.

**ARTICLE VIII – PUBLIC RECORD**

The Committee shall be subject to the Oregon Public Records Laws, ORS 192.001 through 192.595, and the Oregon Public Contracting Laws, ORS Chapter 279.

**ARTICLE IV – PARLIAMENTARY AUTHORITY**

Roberts Rules of Order (Newly Revised) shall be the parliamentary authority in all cases not covered by these bylaws and any special rules of order the Committee shall adopt.

**ARTICLE X – AMENDMENT**

Amendments to these bylaws shall be approved by a two-thirds vote of the entire membership of the Committee, provided that the amendments have been submitted in writing to the Committee at the previous regular meeting. Any amendments to these bylaws shall be considered as binding until approved by the Morrow County Board of Commissioners.

**ARTICLE XI - MISCELLANEOUS**

Section 1: FISCAL YEAR

The fiscal year for the Committee shall be from July 1 through June 30.

Section 2: INTEGRATION WITH OREGON LAWS

In the event any provisions of these bylaws conflict with applicable Oregon Laws, then the applicable provision of Oregon Law shall govern. The remainder of these bylaws, however shall remain in effect.

Signed this \_\_\_\_\_ day, in the month of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_  
Morrow County Parks Chair Person

Signed this \_\_\_\_\_ day, in the month of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_  
Morrow County Commissioner

\_\_\_\_\_  
Morrow County Commissioner

\_\_\_\_\_  
Morrow County Commissioner

ATTEST: \_\_\_\_\_  
Morrow County Clerk

**Parks Committee revised Bylaw changes**  
**Text in red indicate changes -- black no change in text**

2006 Bylaws

Proposed Bylaws

Revised By-Laws

*~ text removed ~*

MORROW COUNTY PARKS COMMITTEE

MORROW COUNTY PARKS COMMITTEE  
**COMMITTEE BYLAWS**

ARTICLE I - NAME

ARTICLE I - NAME

ARTICLE II - PURPOSES

ARTICLE II - **MISSION STATEMENT AND POWERS**

Section 1: MISSION STATEMENT

Section 1: MISSION STATEMENT

The overall goal of the Morrow County Parks Committee is to provide advice to the Morrow County Court and Public Works Director as the management, marketing and improvements of the Morrow County Parks

The overall goal of the Morrow County Parks Committee, **here after referred to as MCPC**, is to provide advice to the Morrow County **Board of Commissioners**, and Morrow County Public Works Director as **to** the management, marketing and improvements of Morrow County Parks.

Section 2: POWERS

Section 2: POWERS

The Committee shall serve as an advisor to the Morrow County Court and the Public Works Director, in setting policy, budgeting and prioritizing projects associated with Morrow County Parks

The **MCPC** shall serve as an advisor to the Morrow County **Board of Commissioners** and the Morrow County Public Works Director, in setting policy, budgeting and prioritizing projects associated with Morrow County Parks

Article III - MEMBERSHIP

Article III - MEMBERSHIP

Section 1: DEFINITION

Section 1: **COMMITTEE COMPOSITION**

a. A person representing the Irrigon Park District. This person shall be appointed by the Irrigon Park District.

**The Committee shall be comprised of individuals who have knowledge of the issues relating to the Morrow County Parks, and their facilities, tourism and economic development.**

**a.) A person representing the Boardman Park District Board 1.) This person shall be a member of and appointed by the Boardman Park District**

b. A person representing the Boardman Park District. This person shall be appointed by the Boardman Park District Board.

**b.) A person representing the Irrigon Park District Board 1.) This person shall be a member of and appointed by the Irrigon Park District**

c. A person representing the Willow Creek Park District. This person shall be appointed by the Willow Creek Park District Board.

d. An employee of the Morrow County Public Works Department.

e. A member or members of the Morrow County Court.

f. A person to represent park users.

g. A representative of the Umatilla National Forest.

h. A person representing the Morrow County School District.

i. A person representing tourism and economic development interests.

j. A Morrow County Park Camp Host or Park Attendant.

k. An at large member of the county.

## Section 2: NUMBERS AND SELECTION

The County Court may select any number of individuals to serve on the committee.

## Section 3: TERMS OF OFFICE

All members of the Committee, shall be appointed to four year terms. As designated by the appointing authority however, members of the initial Committee, including the chair person and the vice chair person shall serve two, three, or four year terms.

c.) A person representing the Willow Creek Park District (Representing Heppner, Lone, Lexington) 1.) This person shall be a member of and appointed by the Willow Creek Park District Board

d.) An employee of the Morrow County Public Works Department.

e.) A person representing the Umatilla National Forest Service 1.) This person shall be from the Heppner Ranger District

f.) Four (4) individuals to serve as Parks User/At Large who shall be Morrow County residents --- Parks User/At Large Sub-group suggestions---- 1.) Motorized representative (all-terrain vehicle, snowmobile, jeep, etc.) 2.) Equestrian 3.) Hiking/Biking (hiking or bicycling) 4.) Hunting/Camping

*~ text removed/ and changed above ~*

*~ text removed~*

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*~ text removed/and changed above~*

## Section 2: NUMBERS AND SELECTION

a.)The Morrow County Board of Commissioners may approve a total of nine (9) individuals to serve on the committee. b.) The terms of the membership shall be established on a rotating basis of three (3) year terms with three (3) members to be appointed each year. c.) The appointing authority shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that vacancy.

## Section 3: TERMS OF OFFICE

All individuals of the Committee, shall be appointed to three (3) year terms. As designated by the appointing authority, individuals of the initial Committee, including the chair person and vice chair shall serve terms in alternating one (1) year.

#### Section 4: COMMITTEE COMPOSITION

Members shall endeavor to include persons who have knowledge of the issues relating to parks and park facilities, tourism and economic development.

#### Section 5: RESPONSIBILITIES

Committee members are to regularly attend meeting of the Committee and subcommittees to which they have been appointed and to fulfill other Committee duties as appointed by the chair person.

#### Section 6: TERMINATION OF MEMBERSHIP

By a majority vote of the members constituting a quorum the Committee may recommend to the appointing authority that a Committee member's position be declared vacant when the member has been absent from three consecutive Committee meeting.

The appointing authority shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that vacancy.

The terms of the charter membership shall be established on a rotating basis, with two and four year terms. Subsequent membership shall be for four year terms.

### ARTICE IV - OFFICERS

#### Section 1: DEFINITION

The Commission shall have a Chair person, a Vice-Chair person and a Secretary to be elected by the membership

*~ text removed~*

*~ text removed/ partially included into ARTICLE III-MEMBERSHIP/Section 1: COMMITTEE COMPOSITION~*

#### Section 4: RESPONSIBILITIES

Committee members are to regularly attend **meetings** of the Committee and **sub-committees** to which they have been appointed and to fulfill other Committee duties as appointed by the chair person.

#### Section 5: TERMINATION OF MEMBERSHIP

By a majority vote of the members constituting a quorum, the Committee may recommend to the appointing authority that **the** Committee member's position be declared vacant when the member has been absent from three **(3)** consecutive Committee meetings.

*~~Text removed/ moved to ARTICLE III-MEMBERSHIP, Section 2: NUMBER AND SELECTION ~~*

*~~Text removed/ moved to ARTICLE III-MEMBERSHIP, Section 2: NUMBER AND SELECTION ~~*

#### Section 6: QUORUM

A quorum will be achieved by having a minimum of five (5) members present and participating either in-person or by interactive electronic methods.

### ARTICLE IV - OFFICERS

#### Section 1: DEFINITION

The Committee shall have a Chair person **and a Vice Chair who shall be elected by the Committee members.** Morrow County Public Works personnel shall serve as the Committee facilitator.

## Section 2: OFFICERS

CHAIR PERSON: The Chair person shall be elected by the Committee membership. The Chair person shall have the responsibility to call the meetings, **set the agenda**, and preside at all meetings of the Committee, shall make appointments to sub-committees and assignments of other tasks as necessary to carry out the business of the Committee.

VICE-CHAIRPERSON: The Vice-Chair person shall be elected by the Committee membership and shall preside at Committee meetings in the absence of the Chair person and shall assist the Chair person in the execution of the tasks necessary to carry out the business of the Committee.

SECRETARY: The Secretary shall be elected by the Committee membership and shall be responsible for taking minutes at the Committee meetings.

## Section 3: ELECTION

At the first Committee meeting of the year, the Committee shall elect officers. Terms of office shall be one calendar year and an incumbent shall be eligible for re-election.

## ARTICLE V - SUB-COMMITTEES

The Chair person shall appoint all subcommittees and charge each with its responsibility. A subcommittee may be comprised of one or more persons appointed by the Chair person. Subcommittee members may include members of the committee and other interested persons who reside in Morrow County. The subcommittee chairperson shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, chairing meetings of the subcommittee, and reporting to the Committee concerning the work of the subcommittee.

## Section 2: OFFICERS

CHAIR PERSON: The Chair person shall be elected by the Committee membership. The Chair person shall have the responsibility to call the meetings and preside at all meetings of the Committee, shall make appointments to sub-committees and assignments of other tasks as necessary to carry out the business of the Committee.

VICE CHAIR PERSON: The Vice Chair person shall be elected by the Committee membership and shall preside at Committee meetings in the absence of the Chair person and shall assist the Chair person in the execution of tasks necessary to carry out the business of the Committee.

**MORROW COUNTY PUBLIC WORKS PERSONNEL: The Morrow County Public Works Personnel shall be responsible for setting the agenda, sending meeting notices/documents, and be responsible for taking minutes at the Committee meetings.**

## Section 3: ELECTION

At the first Committee meeting of the year, the Committee shall elect officers. Terms of office shall be **for one (1)** calendar year and an incumbent shall be eligible for re-election.

## ARTICLE V - SUB-COMMITTEES

The Chair person shall appoint all **sub-committees** and charge each with its responsibility. A **sub-committee** may be comprised of one **(1)** or more persons appointed by the Chair person. **Sub-committee** members may include members of the **Committee** and other interested persons who reside in Morrow County. The **Sub-Committee** Chair person shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the **sub-committee**, chairing meetings of the **sub-committee**, and reporting to the Committee concerning the work of the **sub-committee**.

## ARTICLE VI - ADVISORS

The Committee and subcommittees may call on members of the community and other professionals to provide technical assistance. No funds shall be expended for these advisors unless approved by the County Court.

## ARTICLE VII - MEETINGS

### Section 1: PUBLIC MEETINGS LAW

The Committee is a public body for purposes of ORS Chapter 192 and there by subject to the statutory procedures relating to public meetings. It is the policy of the Committee to maintain maximum public contact and input. In accordance with this policy, all meeting notices routinely shall be announced to the East Oregonian and the Heppner-Gazette Times. Distribution of the meeting notices shall be in a manner that maximizes the potential for the public to be aware of the proceedings of the Committee and to participate in its deliberations.

### Section 2: REGULAR MEETINGS

The Committee shall meet at least twice a year. Meetings shall be held in November and in March. Meetings can be held at different towns in the county. Meetings shall be announced to members by electronic (e-mail) notice by the Morrow County Public Works Department or by written notice from Morrow County Public Works Department or the County Court.

### Section 3: SPECIAL MEETINGS

The Chair person, Vice-Chairperson, or any three members of the Committee may call a special meeting by giving members written or verbal notice and by giving the required public meeting notice.

## ARTICLE VI - ADVISORS/STAKEHOLDERS

The Committee and **sub-committees** may call on members of the community and other professionals to provide technical assistance. No funds shall be expended for these advisors/**stakeholders** unless approved by County **Board of Commissioners**.

## ARTICLE VII - MEETINGS

### Section 1: PUBLIC MEETINGS LAW

The Committee is a public body for the purposes of ORS Chapter 192 and **thereby** subject to the statutory procedures relating to public meetings. It is the policy of the Committee to maintain maximum public contact and input. In accordance with this policy, all meeting notices routinely shall be announced to the **newspapers of record in the area**. Distribution of the meeting notices shall be in a manner that maximizes the potential for the public to be aware of the proceedings of the Committee and to participate in its deliberations.

### Section 2: REGULAR MEETINGS

The Committee shall **endeavor** to meet a minimum of **two (2) times per calendar year once in the spring and again in the fall**. Meetings **may** be held at different **locations** within the County. Meetings shall be announced to members by **electronic methods and/or** written notice **by** the Morrow County Public Works Department or the Morrow **County Board of Commissioners**.

### Section 3: SPECIAL MEETINGS

The Chair person, Vice-Chair person, or any three members of the Committee may call a special meeting by giving members written, **verbal and/or electronic notice** and by giving the required public meeting notice.



#### Section 4: DECISION MAKING

Decisions shall require a majority (50% plus 1) of members present at the meeting.

#### Section 5: MINUTES

Written minutes of all meetings shall be maintained. Minutes will be distributed to all Committee members and the appointing authority and shall be approved or corrected at subsequent meetings.

#### ARTICLE VIII - PUBLIC RECORD

The Committee shall be subject to Oregon Public Records Laws, ORS 192-01 through 192.595, and the Oregon Public Contracting Laws, ORS Chapter 279.

#### ARTICLE IV - PARLIMENTARY AUTHORITY

Roberts Rules of Order (Newly Revised) shall be the parliamentary authoirty in all cases not covered by these By-Laws and any special rules of order the Committee shall adopt.

#### ARTICLE X - AMENDMENT

Amendments to these By-Laws shall be approved by a two-thirds vote of the entire membership of the Committee, provided that the amendments have been submitted in writing to the Committee at the previous regular meeting. Any amendments to these bylaws shall be **be** considered as binding until approved by the appointing authorities.

#### ARTICLE XI - MISCELLANEOUS

##### Section 1: FISCAL YEAR

This fiscal year for the Commission shall be from July 1 through June 30.

#### Section 4: DECISION MAKING

Decisions shall require a majority of a quorum present and participating either in-person or by interactive electronic methods. Proxy votes shall not be accepted in the absence of a Committee member.

#### Section 5: MINUTES

Written minutes of all meetings shall be maintained in accordance with Oregon Administrative Rule Records Retention Requirements. Minutes will be distributed to all Committee members and appointing authority and shall be corrected if necessary and approved at subsequent meetings. Minutes will be maintained by the Morrow County Public Works Department.

#### ARTICLE VIII - PUBLIC RECORD

The Committee shall be subject to the Oregon Public Records Laws, ORS 192.001 through 192.595, and the Oregon Public Contracting Laws, ORS 279.

#### ARTICLE IV - PARLIAMENTARY AUTHORITY

Robert's Rules of Order (Newly Revised) shall be the parliamentary authority in all cases not covered by these **bylaws** and any special rules of order the Committee shall adopt.

#### ARTICLE X - AMENDMENT

Amendments to these **bylaws** shall be approved by a two-thirds vote of the entire membership of the Committee, provided that the amendments have been submitted in writing to the Committee at the previous regular meeting. Any amendments to these bylaws shall be considered as binding until approved by the **Morrow County Board of Commissioners**.

#### ARTICLE XI - MISCELLANEOUS

##### Section 1: FISCAL YEAR

The fiscal year for the Committee shall be from July 1 through June 30.

**Section 2: INTERGRATION WITH OREGON LAWS**

In the event any provision of these bylaws conflicts with applicable Oregon Laws, then the applicable provision of Oreogn Law shall govern. The remainder of these bylaws, however, shall remain in effect.

**Section 2: INTEGRATION WITH OREGON LAWS**

In the event any provisions of these bylaws conflict with applicable Oregon Laws, then the applicable provision of Oregon Law shall govern. The remainder of these bylaws, however shall remain in effect.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Youth Fishing Derby Donation

2. ISSUES, BACKGROUND, AND DISCUSSION:

**Issue:** Raise funds for items at the 12<sup>th</sup> Annual Youth Fishing Derby

**Background:** Morrow County Parks Partners with Oregon Department of Fish and Wildlife, and Heppner Elk's Lodge to host an annual youth fishing derby. This year will be the 12<sup>th</sup> year of the program, this has become a tradition for many families to attend. The youth and their family & friends come for the event that starts around 8am and goes through about 12pm. ODFW in the past few years has tried their best to insure that there are trophy fish placed in the pond prior to the event making it extra special for those that are lucky enough to hook a trophy (19"+ Rainbow Trout). The Heppner Elk's Lodge provides hotdogs, beverages and volunteers to assist with the event.

There are age groups to which each receives an award (Trophy) for the largest fish caught; Peewee's (0-5), Juniors (6-10), and Seniors (11-14). MCPW department sends out letters to businesses and individuals who have sponsored the event in the past as well as those that indicate they would like to help. With the donations that are received outdoor recreational items are purchased and provided as prizes to the youth participants. When each youth registers they are placed in an age group and provided a number which is then randomly selected and provided a prize. To date with the assistance of the donors there has always been enough prizes for all participants.

The parks department wishes to continue offering this event to the youth of the area promoting outdoor recreation to not only the adults but the youth who will hopefully carry on the tradition.

3. OPTIONS:

1. Donate
2. Other

4. FISCAL IMPACT:

Seeking donation as provided in years past \$250.00

5. STAFF RECOMMENDATIONS:

It is the staff's recommendation to provide a donation to the annual event to continue the promotion of outdoor recreation and the county parks.

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

Approve as requested

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |



## Morrow County Parks

Anson Wright • Cutsforth • OHV

Morrow County Parks  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500  
Fax: (541) 989-8352  
Reservations: (541) 989-8214

Burke O'Brien  
Public Works Director

Sandi Putman  
Management Assistant

Greg Close  
Parks Operations Manager

Kirsti Cason  
Administrative Assistant

March 3, 2017

Morrow County Court/Board of Commissioners  
Attn: County Commissioners  
P.O. 788  
Heppner, Oregon 97836

### RE: 12<sup>th</sup> ANNUAL YOUTH FISHING DERBY – CUTHSFORTH PARK

Morrow County Parks will be partnering with Oregon Department of Fish and Wildlife to hold its Twelfth Annual Youth Fishing Derby on Saturday, June 10, 2017. This derby is one of the many ways that Morrow County Parks encourage families to be active in the outdoors.

We are humbly requesting support for this worthy event; we strongly believe that providing this type of experience for youth and families brings positive lasting memories that will be passed on for generations.

We are requesting donations for this event to provide to the youth (age 14 and younger) participating in this event. It is our goal to promote recreational opportunities in the area, as well as provide item/s that the youth can take away from the event and use in the outdoors in the future. These items (outdoor recreation related) items will be provided at NO cost to registered youth participants. Each youth participant will be provided a number when they register, throughout the day a number will be drawn, and the youth will have the opportunity to obtain a prize just for participating in an outdoor recreational event.

For those that have helped and/or sponsored this event in years past THANK YOU!  
Enclosed you will find a flyer for this event, and donation form. For donations that are received prior to May 1<sup>st</sup>, 2017, your name and/or logo (logo if one is provided) will be placed on the poster as an event sponsor. I thank you for your time, consideration and hope to hear from you soon.

Should you have any questions or comments please feel free to contact me by phone at (541)989-9500 or by email at [mcparks@co.morrow.or.us](mailto:mcparks@co.morrow.or.us)

Sincerely,

Kirsti Cason  
Administrative Assistant  
Enclosures

**12th Annual Youth  
Fishing Derby  
Lunch provided for Youth**

**Free**



**CUTSFORTH PARK** is located 22 miles southeast of Heppner on the Blue Mountain Scenic By-Way.



**Oregon Department of Fish and Wildlife  
and Morrow County Parks  
are sponsoring a **FREE**  
YOUTH FISHING DERBY**



**For children 14 years old and younger.**



**Where:** Cutsforth Park

**Start Time:** 8:30 am

**When:** Saturday, June 10, 2017

**End Time:** 11:00 am

**For children 14 years old and younger**

Our goal is to help provide a **FUN DAY OF FISHING** for kids, one they will bring lasting memories, and encourage their interest in the great outdoors.

If you would like to volunteer or donate to this worthwhile cause please contact Morrow County Public Works Department, 365 W. HWY 74, Lexington, Oregon 97839  
Phone: 541-989-9500  
E-mail: [mcparks@co.morrow.or.us](mailto:mcparks@co.morrow.or.us)



**PETTYJOHN'S  
FARM & BUILDING SUPPLY**



Thank You to all of those behind the scenes who make this event happen and to the sponsor s of this event! Without you none of this would be possible!



# Donation Form

Morrow County Parks  
Family Outdoor Recreation  
Tax ID # 93-600-2308

## Donor Information (please print or type)

Name	
Billing address	
City	
State	
ZIP Code	
Telephone	
Fax	
E-Mail	

## Donation Information

I (we) plan to make this contribution in the form of:  
 cash  check  credit card  other

Donation Information/Item	
---------------------------	--

## Acknowledgement Information

Please use the following name(s) in all acknowledgements: Note: if wish to have logo please send a logo to email address listed below:

--

I (we) wish to have our gift remain anonymous.

Signature(s)
Date

## Donation Received by:

Donation was received by

Name: (print)
Date:
Signature:

Please make checks, corporate donations/matches, or other gifts payable to:

Morrow County Parks  
Youth Fishing Derby  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500 Fax: (541) 989-8352 E-mail: [mcparks@co.morrow.or.us](mailto:mcparks@co.morrow.or.us)



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Anita Pranger
(Ext):

Phone Number 541-676-5667

Department: The Loop Morrow Co Transportation
Person Attending BOC Meeting
(REQUIRED):

Requested Agenda Date: April 5, 2017

Anita Pranger

Short Title of Agenda Item: Committee Appointment

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
X Appointments
Update on Project/Committee
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A

For Contracts and Agreements Only

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Anita Pranger

March 23, 2017

Department Head

Required for all BOC meetings

DATE

JS/RJ

Admin. Officer/BOC Office

Required for all BOC meetings

DATE

County Counsel

Required for all legal documents

DATE

Finance Office

Required for all contracts; Other items as appropriate.

DATE

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 3 of 3)

1. **TITLE OF AGENDA ITEM:** COMMITTEE APPOINTMENT

2. **ISSUES, BACKGROUND, AND DISCUSSION:**

The Loop Morrow County Transportation Advisory Committee is in need of a new committee member from the Heppner area. Dan Brosnan stepped down from the committee at the October 2016 meeting. Leann Rea has graciously accepted to fill Dan Brosnans position. Leann will fill this term until December 31, 2017.

3. **OPTIONS:**

4. **FISCAL IMPACT:**

NONE

5. **STAFF RECOMMENDATIONS:**

As The Loop Morrow County Transportations coordinator I recommend and support the appointment of Leann Rea to The Loop Morrow County Transportations Advisory Committee.

6. **SUGGESTED ACTION(S) / MOTION(S):**

Board of Commissioners please make a motion appointing Leann Rea to fill Dan Brosnans position on The Loop Morrow County Transportation advisory committee board until December 31, 2017.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |



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

Item #  
 7i

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Karen Wolff, Human Resources Director      Phone Number (Ext): X5620  
 Department: Human Resources      Requested Agenda Date: 4/5/2017  
 Person Attending BOC Meeting (*REQUIRED*) Karen Wolff, Human Resources Director  
 Short Title of Agenda Item: Reclassification Requests

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>15 minutes</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

N/A      **For Contracts and Agreements Only**

Contractor/Entity:  
 Contractor/Entity Address:  
 Effective Dates – From:      Through:  
 Total Contract Amount:      Budget Line:  
 Does the contract amount exceed \$5,000?     Yes     No  
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

_____	DATE	Department Head	Required for all BOC meetings
<i>gp/rh</i>	<i>4-3-17</i>	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	Required for all legal documents
_____	DATE	Finance Office	Required for all contracts; Other items as appropriate.
<i>Karen Wolff</i>	<i>4/3/17</i>	Human Resources	If appropriate

**Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.**

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: FY 2017/2018 Reclassification Requests

2. ISSUES, BACKGROUND, AND DISCUSSION:

There are two requests for Reclassification, as per the Personnel Policies. The attached memos provide additional information.

3. OPTIONS:

- A. Approve the Reclassification requests as presented.
- B. Deny the Reclassification requests, with reasons for the denial.
- C. Refer the Reclassification requests back to Human Resources for additional review, with direction on how to proceed.

4. FISCAL IMPACT:

Please see the attached memos.

5. STAFF RECOMMENDATIONS:

If the Reclassification requests are acceptable to the Board of Commissioners, approve by motion the new Job Description and new Pay Range to be effective at the beginning of the next Fiscal Year.

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

Reclassification:

Move to approve the amendments to the Job Description and change the Job Title from Assessor' Office Assessment and Tax Office Specialist position to Deputy Assessor/Tax Collector and assign the position to Pay Range 13 of the General Employee wage scale effective 7/1/2017.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |



## Human Resources

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

Karen Wolff  
Human Resources Director  
kwolff@co.morrow.or.us

**TO:** Morrow County Board of Commissioners  
**FROM:** Karen Wolff, Human Resources Director  
**DATE:** April 3, 2017  
**RE:** Reclassification Summary

The process for 'Reclassification' of an existing position, and 'Classification' of a new position is outlined in the Morrow County Personnel Policies, Article 6 – Job Classification. This memo is intended as a summary of the process. There is no intent to amend the process stated in Article 6.

Attached with this memo is a copy of Article 6 of the Morrow County Personnel Policies for your reference.

As pointed out in Section 6.2 MAINTENANCE, the Department Head is responsible for the maintenance of Job Descriptions. Only the Department Head may change the Job Description.

In order to have a position reviewed for Reclassification, the Department Head submits a revised Job Description and an explanatory memo providing the reasons for the Reclassification. An employee may submit a Reclassification, but they may not revise the Job Description.

The first step is for the Human Resources Director to review the Job Description. If there are questions or changes, they will work directly with the Department Head.

Working from the Job Description, the Human Resources Director evaluates the Pay Range using the Vance Jacobson JobMeas™ formula. This result is reviewed with the Department Head. If there is agreement, the Reclassification is forwarded to the Board of Commissioners for final approval. If there is not agreement on the results of the formula, a comparison of similar positions in other counties may be requested. If there is still disagreement, there is an appeal process outlined in the policy.

The Reclassification requests are supposed to be submitted by November 1 in order to give time for the review and potential appeal prior to developing the budget. All Reclassifications are to be effective July 1 of the following year. The Board of Commissioners may make the effective date earlier, if they so choose and the budget can support the increased wage.

Please let me know if you would like a demonstration of how the JobMeas™ formula works. I would be very willing to walk through this process and answer any questions.

## ARTICLE 6 - JOB CLASSIFICATION

The purposes of a classification plan are:

- To provide the fundamental basis of the compensation program and other aspects of the personnel program.
- To provide like pay for like work.
- To establish qualification standards for each class and a basis for recruiting, testing and other selection purposes.
- To provide managers with a means of analyzing work distribution, areas of responsibility, lines of authority, and other relevant relationships between individuals and groups of positions.
- To assist managers in determining personnel service costs and projections for annual budget requirements.
- To provide a basis for developing standards of work performance.
- To establish lines of promotional opportunity.
- To indicate employee training needs and development potential.
- To provide uniform and meaningful titles for all positions.
- To develop written descriptions, including performance criteria, for all classes.
- To standardize class titles such that each indicates a definite range of duties and responsibilities and has the same meaning throughout County employment.

### SECTION 6.1. TITLES AND JOB DESCRIPTIONS

Titles shall refer to a particular position, and shall be used in all personnel, budget, and financial records. No position shall carry an official title which has not been approved by the County Court as appropriate to the duties performed.

Each position shall have a job description that includes a concise description of the duties and responsibilities of the position. Position descriptions take into consideration the requirements of the job and are merely descriptive and explanatory of the work to be performed. They may not include all of the duties and are not intended to replace detailed work assignments.

### SECTION 6.2 MAINTENANCE

Department Heads are responsible for notifying the Personnel Director of any material changes in positions. The Personnel Director will review the Job Description and the placement of the position on the pay scale according to SECTION 6.4 CLASSIFICATION REVIEW AND PROCESS.

### SECTION 6.3 NEW POSITIONS.

Only the County Court may authorize the addition of any new positions and allocate positions to an appropriate pay scale, based on the recommendation of the Personnel Director.

Appeals regarding the assigned pay scale may be submitted by the Department Head and shall be submitted within 30 days of written notification of the approval of the new position and the pay scale. Appeals shall be handled according to SECTION 6.4 CLASSIFICATION REVIEW AND PROCESS.

Justifications of the need for the position including a description of the duties and responsibilities that are anticipated to be assigned to the proposed position are expected to accompany any request for a new position.

## SECTION 6.4 CLASSIFICATION REVIEW AND PROCESS

### **A. Initial Classification/Reclassification**

Initial Classification: To begin the process for a new position, the position is thoroughly defined through the completion of a new Job Description. Attached to the Job Description shall be a memo from the Department Head (Submitter) stating the specific skills and duties of the position. Specifically focus on the following five (5) factors:

- Mental Requirements
- Physical Requirements
- Social Requirements
- Work Environment
- Accountability

Reclassification: A reclassification shall include an updated Job Description and may only be submitted by the Department Head or the employee in the position (Submitter). In order to have a position considered for reclassification, the Submitter must submit the modified Job Description and Explanatory Memo to the Personnel Director before November 1.

The Personnel Director will review the Job Description for completeness and conformity to standards.

Step 1 In order to establish an appropriate Pay Range, the Personnel Director will evaluate the Job Description and Explanatory Memo for placement on the Pay Range scale based on the JOBMEAS™ method. The results will be presented to the County Court for concurrence. After County Court concurrence, the Personnel Director will prepare a written Notice of Decision. (\*\*See JOBMEAS™ explanation at the end of this Article.)

Step 2 If the Submitter does not agree with the salary range established by the JOBMEAS™ method, they may request that a salary survey be conducted of counties of similar population. The Personnel Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to: wage, insurances, retirement, holidays, etc.

After the Personnel Director reviews the position, the results will be presented to the County Court for concurrence. After County Court concurrence, a written Notice of Decision will be prepared. The Submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request For Review, as outlined below. The Personnel Director's decision will be implemented if a Request For Review is not submitted by the deadline.

**B. Request For Review** - A Request For Review must be on the basis that one (or more) of the factors identified above is (are) believed to be evaluated incorrectly or that the Market Data is incorrect. The Request For Review must be delivered to the Personnel Director within thirty (30) calendar days of the date of the Notice of Decision. To request a review, the Submitter must identify either: 1) each factor that they believe to be incorrect, why they believe it to be so, and what they believe would be correct, or 2) Why the Market Data is incorrect. This information must be submitted in writing. It is the responsibility of the Submitter to provide adequate information and detail to support the claim.

When the Personnel Director reviews the request, the Submitter may elaborate in person regarding their written Request For Review or they may have their written request stand alone.

As at the first phase, after the Personnel Director reviews the position, the results will be presented to the County Court for concurrence. After County Court concurrence, the Submitter is provided with a Notice of Decision and instructed that if they remain unsatisfied with the classification, they may pursue it to the next step, Appeal (See **C. Appeal** below). The Personnel Director's decision will be implemented if an appeal is not submitted by the deadline.

All levels of classification or reclassification must be observed sequentially. A Submitter may not apply for a Request For Review if the position was not first Reclassified. Likewise, a Request For Appeal may not be submitted if a Request For Review was not first observed.

**C. Appeal** - The Appeal Notice must be submitted in writing to the Personnel Director within thirty (30) calendar days of the date of the Request For Review Notice of Decision and identify what factors they believe to be incorrect and why, as well as what they believe would be an appropriate Pay Range. The Appeal Notice must be reviewed within thirty (30) days of submission.

The Appeal Notice shall be reviewed by an Appeal Committee. The committee shall consist of the following;

- a. One employee representative (from any of the three Morrow County bargaining units).
- b. One (1) Management representative.
- c. One (1) Elected Official, however, not a member of the County Court.
- d. Personnel Director

The members of the Appeal Committee may not work in the same Department as the Submitter. Alternates may be appointed in order to maintain an unbiased Appeal Committee.

Each member, except the Personnel Director, will serve a three (3) year term, with one employee, Management representative, or Elected Official being replaced each calendar year. The Personnel Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the Appeal Committee will receive information and training regarding the classification system and the evaluation process. The Appeal Committee shall meet on an as needed basis.

The Appeal Committee will be provided with all of the material submitted on the position to date, including: the Job Description and Submitter Explanatory Memo; Personnel Director Notice of Decision(s); the documentation prepared in the Request For Review; and the Request For Appeal.

The Appeal Committee will review the appeal request within 30 days. The Submitter may elaborate in person regarding their written Request For Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the Appeal Committee. The results of the Appeal Committee deliberations will be presented to the County Court for concurrence. After County Court concurrence, the results will be provided to the Submitter in a Final Notice of Decision.



**D. County Court Appeal** – The Submitter may appeal the decision of the Appeal Committee to the County Court. The County Court will be provided with copies of all documents provided to the Appeal Committee as well as a copy of the Appeal Notice of Decision.

The County Court will review the appeal request in a Public Meeting within 30 days. The Submitter may elaborate in person regarding their written Request For Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the County Court. The results of the County Court deliberations will be provided to the Submitter in a Final Notice of Decision.

The decision of the County Court is final.

\*\* JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.



## Human Resources

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

Karen Wolff  
Human Resources Director  
kwolff@co.morrow.or.us

**TO:** Morrow County Board of Commissioners  
**FROM:** Karen Wolff, Human Resources Director  
**DATE:** March 31, 2017  
**RE:** FY 2017-2018 Reclassification Summary  
Assessor's Office Deputy Assessor/Tax Collector

The results and recommendations have not been reviewed with the employee yet. I am presenting this evaluation for Board of Commissioners approval/concurrence, as per Personnel Policies Section 6.4 Classification Review and Process. The Board of Commissioners recommendation will be reviewed with the employee and department. Any continued review or appeal will follow Personnel Policies Section 6.4.

Assessor's Office Deputy Assessor/Tax Collector

\*The current position has not been through the JobMeas™ evaluation.

Currently, the Assessor's Office has an Assessment & Tax Office Specialist. The Job Title has been updated to Deputy Assessor/Tax Collector. The biggest change for this position has been additional responsibility for the collection of all property tax and to act on behalf of the Assessor/Tax Collector in their absence. This person will not complete Performance Evaluations. This position is not being removed from the Bargaining Unit.

The Assessor's Office Assessment & Tax Office Specialist is currently in General Employee Pay Range 9.

The JobMeas™ evaluation system placed the Assessor's Office Deputy Assessor/Tax Collector position at General Employee Pay Range 13.

Increasing the Pay Range from Step F Range 9 to Step F Range 13 will result in an increase from approximately \$46,584 per year to \$56,616 per year.

Other positions in Pay Range 9: Public Works Office Manager, A&T Office Specialist

Other positions in Pay Range 13: Appraiser I, GIS Planning Tech, Comm. Disease Med Reserve Corp.

Based on the JobMeas™ evaluation, and the other positions currently in Pay Ranges 9-13, I recommend placing the Assessor's Office Deputy Assessor/Tax Collector position in Pay Range 13.



## ASSESSMENT & TAXATION

P.O. Box 247 • Heppner, Oregon 97836  
(541) 676-5607 FAX: (541) 676-5610

**MIKE GORMAN**  
Assessor/Tax Collector

April 3, 2017

Karen Wolff  
Morrow County Human Resources

**MEMO: Reclassification of Assessment & Tax Office Specialist/Office Manager**

Karen,

I started this process to make the Assessment & Tax Office Specialist/Office Manager position, a management position, with limited supervisory duties. After discussions with you, that approach was not feasible and reclassification of that position is an alternative. Currently, the Assessment & Tax Office Specialist/Office Manager is doing everything in the draft revised job description, including being deputized, and acting as the Assessor and Tax Collector in my absence and has been doing so for many years. It is evident to me that after analyzing the job duties in your job classification program, that this position warrants a higher wage scale. I am requesting a reclassification of the position, with the revised job description, and be placed on the wage scale your classification template has indicated.

A handwritten signature in blue ink, appearing to be "Mike Gorman", located to the right of the memo title.

## JOB DESCRIPTION

**Date Prepared:** March 2017  
**Position Title:** Deputy Assessor/Tax Collector  
**Department:** Assessor's Office  
**Supervisor:** County Assessor/Tax Collector

**Position Overview:** Directly assists the Assessor/Tax Collector in all managing aspects of the Assessment & Tax Department. The Deputy manages, directs and coordinates the collection of all property tax and in lieu of property tax monies under direct supervision of the Tax Collector. In addition, the Deputy Assessor/Tax Collector is responsible for maintaining the assessment roll, tax roll, review of special district budgets and processing deeds.

**Working Environment:** The work is accomplished at the County Courthouse.

### **Qualifications:**

Education: High School or equivalent required, AA in Business or equivalent preferred.

Experience: Two years of previous property tax collection experience required.

Equipment used - Mainframe computer, personal computer, 10-key calculator, copy machine, postage machine, multi-line telephone system, large format printer and scanner.

Ability to accurately perform basic math skills.

Ability to learn and understand the assessment and taxation process.

Ability to interpret and use the Oregon Revised Statutes and Administrative Rules.

Knowledge of the taxation process, budgets, levies, bonded debt, taxing districts and tax rates.

Knowledge of and ability to use legal documents pertaining to the ownership of property.

Knowledge and ability necessary to read legal descriptions by township, range and section, by lot and block, and by meets and bounds descriptions; understand plats, subdivisions and partitions.

Knowledge of the tax collection process, refunds, balancing, tax turnovers, etc.

Knowledge of the foreclosure and bankruptcy processes.

Knowledge of Veterans Exemption and Senior Deferral programs.

Ability to learn and utilize the process and procedures relating to the maintenance of the assessment and tax roll.

Ability to learn and utilize the processes and procedures required for the review and analysis of special district budgets.

Ability to learn and utilize the processes and procedures for processing deeds in the

Assessor's Office.

Ability to effectively use oral and written communication in the performance of duties and responsibilities.

Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

### **Essential Job Functions**

#### **Physical:**

1. Ability to lift 40 pounds (box of paper).
2. Ability to sit for extended periods of time.
3. Regular and predictable attendance.
4. Ability to enter data into Assessment & Tax software.
5. Ability to retrieve data from Assessment & Tax software.
6. Ability to view Partition Plats, deeds and maps.

#### **Mental:**

1. Ability to read, write and comprehend English.
2. Ability to perform basic math functions.
3. Ability to communicate effectively with co-workers and public.
4. Ability to explain sometimes complex calculations in a manner that is understandable to the general public.

### **Job Duty Outline:**

- I. Manage the day to day operation of the Assessment & Taxation Office.
  - A. Supervise, monitor and assign work to the Assessment & Taxation Clerks.
  - B. Assist the Assessor/Tax Collector with administrative Duties.
  - C. Acts on behalf of Assessor/Tax Collector in their absence.
  - D. Attend out of County trainings/meetings/conferences.
  - E. Any and all other duties as assigned.
- II. Maintain the Assessment Roll & Tax Roll.
  - A. Monitor the processing of Journal Vouchers.
  - B. Review assessments, abatements, omitted properties, clerical errors, destroyed properties, appraisal input and other processes which necessitate an update of the assessment records and tax collection records.
  - C. Periodic review to verify that the assessment roll balances.
  - D. Periodic review to verify tax roll balances.
- III. Manage all tax collection operations.
  - A. Supervise and participate in the controlled handling of tax collections and other received monies. Including training of Assessment & Tax Clerks.
  - B. Coordinate and supervise all aspects of the annual property tax foreclosure process.
  - C. Coordinate and supervise the handling of all bankruptcy notices.
  - D. Coordinate and supervise the collection of delinquent property taxes, manage

- payment arrangements on delinquent accounts. Develop and maintain complete records of and reports on delinquent accounts.
- E. Coordinate and supervise personal property seizures and sales.
- F. Manage Veteran's Exemptions and Senior Deferral Programs.
- IV. Review and analyze the special district budgets.
  - A. Review budgets for the following requirements.
    - 1. Four resolution statements.
    - 2. Certification forms.
    - 3. Voter approved ballot measures, if applicable.
    - 4. Certification forms equal amount on M-5 form.
    - 5. Amount levied relating to ballot on the certification form is not more than the dollar amount in ballot question.
    - 6. Resolution levying taxes equal to amount levied on certification form.
    - 7. Boundary changes completed on time.
  - B. Contact appropriate individual to remedy any problem or question with submitted budget proposal.
- V. Process deeds.
  - A. Review deeds for proper legal description.
  - B. Complete sales questionnaire.
  - C. Submit deeds to Data Analyst.
  - D. Modify assessment records to reflect change of ownership.
  - E. Review assessment map changes from DOR
  - F. Review partition plats and subdivisions
- VI. Department Organization
  - A. Communicate with other department employees to effectively and efficiently coordinate work programs.
  - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
  - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.
- VII. Department of Consumer & Business Services
  - A. Maintain MHODS system records with DCBS.
  - B. Process ownership changes to manufactured structures.
  - C. Process Moving Permits for manufactured structures.

<u>Recommended Title</u>	Mental <u>LD PC</u>	Physical <u>PS Eff.</u>	Social <u>HR SC</u>	Envir. <u>PE WC</u>	Accnt. <u>AC IM</u>	Total Job <u>Value</u>	Skill <u>Grade</u>
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Need a technical refresher?



Click on the red triangle?

Deputy Assessor/Tax Collector	C1	6	A3	3	B1	7	B1	2	C1	5	1656	13
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(Kw) 3/23/17

## **JOB DESCRIPTION**

**Date Prepared:** June 5, 2008

**Position Title:** Assessment & Taxation (A&T) Office Specialist

**Department:** Assessor's Office

**Supervisor:** County Assessor

**Position Overview:** Under the direct supervision of the County Assessor, the A&T Office Specialist performs office manager functions within the Assessor's Office. In addition, the A&T Office Specialist is responsible for maintaining the assessment roll, tax roll, personal property valuation, review of special district budgets and processing deeds.

**Working Environment:** The work is accomplished at the County Courthouse.

**Qualifications:**

1. Ability to accurately perform basic math skills.
2. Equipment used - Mainframe computer, personal computer, 10-key calculator, copy machine and postage machine.
3. Ability to learn and understand the assessment and taxation process.
4. Ability to interpret and use the Oregon Revised Statutes and Administrative Rules.
5. Knowledge of the taxation process, budgets, levies, bonded debt, taxing districts and tax rates.
6. Knowledge of and ability to use legal documents pertaining to the ownership of property.
7. Knowledge and ability necessary to read legal descriptions by township, range and section, by lot and block, and by meets and bounds descriptions; understand plats, subdivisions and partitions.
8. Knowledge of the tax collection process, refunds, balancing, tax turnovers, etc.
9. Knowledge of the foreclosure and bankruptcy processes.
10. Knowledge of Veterans Exemption and Senior Deferral programs.
11. Ability to learn and utilize the process and procedures relating to the maintenance of the assessment and tax roll.
12. Ability to learn and utilize the processes and procedures of the valuation of personal property.
13. Ability to learn and utilize the processes and procedures required for the review and analysis of special district budgets.
14. Ability to learn and utilize the processes and procedures for processing deeds in the Assessor's Office.
15. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
16. Ability to learn and implement county procedures, regulations and requirements



with respect to procurement, budget, safety, operations and organization.

### **Essential Job Functions**

#### **Physical:**

1. Ability to lift 40 pounds (box of paper).
2. Ability to sit for extended periods of time.

#### **Mental:**

1. Ability to read, write and comprehend English.
2. Ability to perform basic math functions.
3. Ability to communicate effectively with co-workers and public.

### **Job Duty Outline:**

- I. Manage the day to day operation of the Assessment & Taxation Office.
  - A. Monitor and assign work to the Assessment & Taxation Clerks.
- II. Maintain the Assessment Roll & Tax Roll.
  - A. Monitor the processing of Journal Vouchers.
  - B. Review assessments, abatements, omitted properties, clerical errors, destroyed properties, appraisal input and other processes which necessitate an update of the assessment records and tax collection records.
  - C. Periodic review to verify that the assessment roll balances.
  - D. Periodic review to verify tax roll balances.
- III. Process personal property returns.
  - A. Mail personal property forms to business owners annually.
  - B. Review each personal property return.
    1. Determine which depreciation schedule to use for each item of equipment.
    2. Monitor the filing date for penalties.
  - C. Conduct physical inspections of business in order to inventory personal property reported on the return.
  - D. Participate in meetings with the Board of Ratio Review, Department of Revenue and Tax Court to defend and present information on personal property.
- IV. Review and analyze the special district budgets.
  - A. Review budgets for the following requirements.
    1. Four resolution statements.
    2. Certification forms.
    3. Voter approved ballot measures, if applicable.
    4. Certification forms equal amount on M-5 form.
    5. Amount levied relating to ballot on the certification form is not more than the dollar amount in ballot question.
    6. Resolution levying taxes equal to amount levied on certification form.
    7. Boundary changes completed on time.
  - B. Contact appropriate individual to remedy any problem or question with submitted budget proposal.
- V. Process deeds.
  - A. Review deeds for proper legal description.

- B. Complete sales questionnaire.
  - C. Submit deeds to Data Analyst.
  - D. Modify assessment records to reflect change of ownership.
- VI. Department Organization
- A. Communicate with other department employees to effectively and efficiently coordinate work programs.
  - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
  - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.
- VII. Department of Consumer & Business Services
- A. Maintain LOIS system records with DCBS.
  - B. Process ownership changes to manufactured structures.
  - C. Process Moving Permits for MS.



## Human Resources

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

Karen Wolff  
Human Resources Director  
kwolff@co.morrow.or.us

**TO:** Morrow County Board of Commissioners  
**FROM:** Karen Wolff, Human Resources Director  
**DATE:** March 31, 2017  
**RE:** FY 2017-2018 Reclassification Summary  
Public Health Office Manager, Billing Supervisor

The results and recommendations have not been reviewed with the employee yet. I am presenting this evaluation for Board of Commissioners approval/concurrence, as per Personnel Policies Section 6.4 Classification Review and Process. The Board of Commissioners recommendation will be reviewed with the employee and department. Any continued review or appeal will follow Personnel Policies Section 6.4.

Public Health Office Manager, Billing Supervisor

\*The current position has not been through the JobMeas™ evaluation.

Currently, the Public Health Department has an Office Manager. The Job Title has been updated to Office Manager/Billing Supervisor. The biggest change for this position has been adding the supervision of the clerical staff. This person will not complete Performance Evaluations, but will monitor day-to-day operations. This position is not being removed from the Bargaining Unit.

The Public Health Office Manager is currently in General Employee Pay Range 9

The JobMeas™ evaluation system placed the Public Health Office Manager, Billing Supervisor position at General Employee Pay Range 10.

Increasing the Pay Range from Step E Range 9 to Step E Range 10 will result in an increase from approximately \$44,364 per year to \$46,584 per year.

Other positions in Pay Range 9: Public Works Office Manager, A&T Office Specialist  
Other positions in Pay Range 10: Legal Secretary

Based on the JobMeas™ evaluation, and the other positions currently in Pay Ranges 9-10, I recommend placing the Public Health Office Manager Billing Supervisor position in Pay Range 10.

## **JOB DESCRIPTION**

**Date Prepared:** June 30, 2016

**Position Title:** Office Manager, Billing Supervisor

**Department:** Public Health

**Supervisor:** Public Health Director

**Position Overview:** The Office Manager/Billing Supervisor for MCHD under the limited supervision of the Public Health Director provides office management for the administration of the Morrow County Health Department. This position provides supervision of clerical staff of Morrow County Health Department, assists Public Health Director with secretarial and administrative assignments. The office manager will develop, organize and direct office activities including coordinating workflow and communication and developing procedures, policies, materials/forms and filing and other support systems for efficient office management. This position also serves as the immunization coordinator which includes required program activities of the Oregon Health Authority. The office manager will also manage, maintain and review computer database activities for different programs as need. Responsible for purchasing medical, office supplies and other supplies as necessary and coordinating paid professional services.

**Working Environment:** Work is accomplished from MCHD offices and requires considerable sitting, normal walking, standing and stooping. It may also occasionally require lifting and carrying of supplies and equipment that is 20 - 25 pounds. This worker may also be exposed to communicable diseases.

**Resources Influenced:**

**Annual Operating Budget:**

**Total Employees in your chain-of-command:** (2+)

**Reporting Positions:**

Office Assistant

Office Assistant/Translator

Other staff in their performance of clerical duties as assigned.

**Qualifications:**

**Education:** Associates degree preferred or equivalent work experience with emphasis in office management.

**Experience:** Three years of experience in office management and secretarial work.

**Equipment Use:** Computer (desktop and laptop), Competent in Word/Excel, 10-key calculator, multi-line phone system, Copy machine, FAX machine, postage machine and a car.

**Skills:** Basic accounting, accurate filing ability, proficient word processing, medical coding and billing skills. Ability to learn and utilize various software programs for a variety of office functions. Ability to learn and implement the practices and procedures of the department.

**Certification:** Valid Oregon Driver's License. Ability to speak and write clearly, using correct grammar.

## **Job Duty Outline:**

### **1. Supervise positions as previously identified and coordinate and assign tasks as needed.**

- A. Ensure compliance with regulatory standards.
- B. Assume accountability for work performed by office staff.
- C. Offer assistances and provide back up to support staff as needed.
- D. Provide guidance/answers to questions and determine best solutions as problems arise.
- E. Follow MCHD Office policies and procedures.

### **2. Administrative support.**

- A. Knowledge and application of budget process and develop documents and/or information needed
- B. Maintain databases for expense tracking of program expenditures.
- C. Maintain invoices and payments in QuickBooks application.
- D. Provide Director with needed documentation for budget and fiscal reports.
- E. Attend budget meetings – provide support for Director.
- F. Ongoing monitor budget line items.
- G. Monitor fiscal record keeping.

### **3. Monitor assigned budget areas.**

- A. Make deposits of monies received in a timely manner.
- B. Coordinate purchasing.
- C. Review submitted requests for budget appropriateness and coding.
- D. Prepare purchase requests of office supplies, program materials, clinic supplies and vaccines with Director's approval.
- E. Purchase directly from Vendors by phone/face/on-line for orders.

### **4. Credentialing Morrow County Health Department and Medical Providers.**

- A. Responsible for keeping all credentials up to date for medical billing services.
- B. Working with State officials to keep up to date with new laws and regulations. In regards to provider credentialing.
- C. Include but not limited to Medicare, private ins. and Oregon Health Plan.
- D. Responsible for credentialing providers for all other purposes.

### **5. Billing Supervisor.**

- A. Monitor billing procedures are completed in a timely manner.
- B. Keeping charge master up to date to include new CPT and ICD codes.
- C. Monitoring electronic billing system.
- D. Updating super bill as necessary.
- E. Assuring all billing is entered in a timely manner.
- F. Liaison for Ahlers electronic medical records.

- 6. Meet with vendor/manufacture representatives on occasion.**
- 7. Maintain control system for open and completed requisitions.**
  - A. Tracking of supplies and disposition of orders, packing list and invoice copy, forward original invoices and receipts to County Court for payment.
- 8. Review on-hand office and medical supplies to maintain adequate levels, order as needed and within budget guidelines.**
- 9. Coordinate Annual Public Health Department requirements.**
  - A. Equipment.
  - B. Scale calibration
  - C. Microscope Servicing.
  - D. Refrigerator/Freezer Temperature Probe calibration.
  - E. Annual License Renewal.
  - F. Laboratory Certification.
  - G. Pharmacy License.
- 10. Assist program specific data needs, documentation and billing for services.**
- 11. Immunization Coordinator.**
  - A. Assure staff follow State guidelines and procedures for cold storage.
  - B. Ensures the monthly inventory is completed and submitted in a timely fashion.
  - C. Submit monthly vaccine order.
  - D. Super user in ALERT IIS (State Immunization Data Base).
  - E. Responsible for oversight of all staff using the Alert IIS system.
  - F. Ensures all vaccine information sheets (VIS) are up to date.
  - G. Responsible for ensuring data is entered into ALERT IIS in a timely manner.
  - H. Responsible for Annual Primary Review.
  - I. Maintain relationship with all Morrow County schools.
  - J. Provide Information pertaining to Primary Review/School Exclusion.
  - K. Providing instruction and support to school staff to efficiently utilized ALERT IIS.
  - L. Evaluate immunization info submitted as pertains to school law.
  - M. Enter all required information into family net.
  - N. Issue School Exclusion letters as necessary.
  - O. Enter all data after exclusion documentation received from schools in a timely manner.
  - P. Flu Clinic Coordination
  - Q. Organize, schedule and provide clerical support at flu clinics held throughout Morrow County.
- 12. Family Planning program supports**
  - A. Monitor all family planning billing (OHP, Private Ins. and CCare).
  - B. Check client eligibility for Title X, CCare, Oregon Health Plan.
  - C. Enter CCare clients into the Ahlers Website for eligibility coverage.
  - D. Super-user for electronic medical records.
  - E. Liaison to Ahlers for software support.
- 13. Public Health Preparedness program supports**

- A. Assist in mass vaccination clinics, including seasonal clinics.
- B. Participate in Public Health preparedness emergency drills.
- C. May be required to work irregular hours in the event of Public Health emergency.

**Other duties:**

Other duties as assigned and/or to assist the Public Health Director as needed.

DRAFT

## Karen Wolff

---

**From:** Sheree Smith  
**Sent:** Friday, July 15, 2016 11:23 AM  
**To:** Karen Wolff  
**Subject:** Office Manager Job Description  
**Attachments:** Office Manager Job Description 7-2016\_edited 6\_30\_16.docx

Karen,

You and I had talked some time ago regarding the Public Health Office Manager position as duties and responsibilities include the direct of two office staff in addition to a part time employee when performing clerical duties.

We have reviewed and revised the Office Manager job description which I have attached for your review. I am requesting that you please pursue the reclassification of this position to a management position based on the supervisory duties.

Thanks,  
-Sheree



<u>Recommended Title</u>	Mental	Physical	Social	Envir.	Accnt.	Total Job	Skill
	<u>LD</u> <u>PC</u>	<u>PS</u> <u>Eff.</u>	<u>HR</u> <u>SC</u>	<u>PE</u> <u>WC</u>	<u>AC</u> <u>IM</u>	<u>Value</u>	<u>Grade</u>

Need a technical refresher?



Click on the red triangle?

<b>PH Office Mgr/Billing Supv</b>	<b>C2</b>	<b>5</b>	<b>A3</b>	<b>2</b>	<b>A2</b>	<b>4</b>	<b>A3</b>	<b>2</b>	<b>C1</b>	<b>4</b>	<b>1411</b>	<b>10</b>
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## **JOB DESCRIPTION**

**Date Prepared:** April 22, 1995

**Position Title:** Office Manager

**Department:** Public Health

**Supervisor:** Public Health Director

**Position Overview:** Under the direct supervision of the Public Health Director, the Office Manager performs general secretarial, clerical and receptionist duties for the Health Department office. In addition, this position is responsible for maintaining the records and facilitating correspondence related to the immunization program. This position also participates in clinics and takes blood pressures.

**Resources Influenced:**

**Annual Operating Budget:**

**Total Employees in your chain-of-command:**

**Reporting Positions:**

**Working Environment:** The tasks and responsibilities of this position are carried out in the Health Department office as well as at the clinic sites and Senior Citizen Center.

**Qualifications:**

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Three years experience in office and secretarial work, two years of which must be in a medical or health department office.
3. Equipment Used - Typewriter, calculator, copy machine, personal computer, blood pressure equipment and automobile.
4. Certification - Valid Oregon Driver's License, Standard First Aid and CPR certification.
5. Working knowledge of medical terminology.
6. Ability to use accepted accounting procedures.
7. Ability to learn and utilize various software programs for a variety of office functions.
8. Ability and skill to compose and type correspondence from the Health Department.
9. Ability to develop a working knowledge of various state and federal laws, regulations and guidelines relating to public health.
10. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
11. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

**Essential Job Functions**

**Physical:**

**Mental:**

## **Job Duty Outline:**

- I. Manage the office functions and procedures of the County Health Department.
  - A. Provide administrative support for the Public Health Director.
  - B. Respond to informational inquiries from the public, agencies and organizations.
  - C. Distribute mail.
  - D. Type correspondence.
  - E. Manage the office supplies and materials.
    1. Maintain inventory of office supplies and materials.
    2. Order supplies and materials as needed.
  - F. Process and submit bills for payment.
    1. Identify and note line item number.
    2. Submit bill to Accountant's office for payment.
  - G. Manage and facilitate the billing process to Medicaid.
  - H. Develop and maintain the financial records necessary for the Revenue and Expenditure reports for State and Federal reimbursement.
    - I. Maintain inventory of office equipment.
    - J. Maintain and monitor department budgets.
  - K. Answer main phone line.
  - L. Respond to the public at the counter.
  - M. Create and maintain files for the immunization program.
  - N. Perform copying.
  - O. Perform filing.
  - P. Type and send out monthly calendar.
  - Q. Prepare and submit required reports.
- II. Assist with the administration of the immunization program.
  - A. Distribute record review materials to schools and care facilities.
  - B. Review records and send exclusion notices.
  - C. Administer the Immunization Tracking and Recall System.
    1. Send reminders to parents who have not brought their child in for immunization in a particular month.
  - D. Administer the Newborn Tracking Program.
    1. Send notice to families of newborn.
    2. Send reminder if child is not brought in by their two month birthday.
  - E. Prepare and submit required reports to the State.
- III. Take Blood Pressures.
  - A. Take blood pressures at office.
  - B. Take blood pressures at homes of homebound clients.
  - C. Take blood pressures at Senior Citizen Center.
  - D. Refer clients to physician's care, when indicated by abnormal blood pressure and other circumstances.
- IV. Department Organization
  - A. Communicate with other department employees to effectively and efficiently coordinate work programs.
  - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.

- C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

**GENERAL SCALE**

**2016 - 2017**

**COLA 3.000%**

RANGE	POSITION	0	Hire	COLA 3.000%				
			A	B	C	D	E	F
1		1	\$2,059	\$2,161	\$2,270	\$2,383	\$2,502	\$2,627
2		2	\$2,161	\$2,270	\$2,383	\$2,502	\$2,627	\$2,759
	Janitor							
3		3	\$2,270	\$2,383	\$2,502	\$2,627	\$2,759	\$2,897
	Deputy Clerk							
4		4	\$2,383	\$2,502	\$2,627	\$2,759	\$2,897	\$3,041
	Translator							
	Health Promoter							
	JC Court Clerk							
	Veterans Service Officer							
5		5	\$2,502	\$2,627	\$2,759	\$2,897	\$3,041	\$3,194
6		6	\$2,627	\$2,759	\$2,897	\$3,041	\$3,194	\$3,353
	Office Assistant							
	Accounting Clerk							
7		7	\$2,759	\$2,897	\$3,041	\$3,194	\$3,353	\$3,521
	A&T Clerk							
	Chief Deputy Clerk							
	Juvenile Director Asst.							
8		8	\$2,897	\$3,041	\$3,194	\$3,353	\$3,521	\$3,697
	Planning Dept. Office Mgr.							
	Office Support Spec. (JV)							
	Appraiser Trainee							
	Court Clerk							
9		9	\$3,041	\$3,194	\$3,353	\$3,521	\$3,697	\$3,882
	A&T Office Specialist							
	Health Dept. Office Mgr.							
	Public Works Office Mgr.							
10		10	\$3,194	\$3,353	\$3,521	\$3,697	\$3,882	\$4,076
	Legal Secretary							
11		11	\$3,353	\$3,521	\$3,697	\$3,882	\$4,076	\$4,280
	Victims Advocate							
12		12	\$3,521	\$3,697	\$3,882	\$4,076	\$4,280	\$4,494
	Support Enforcement Officer							
13		13	\$3,697	\$3,882	\$4,076	\$4,280	\$4,494	\$4,718
	Appraiser I							
	Tobacco Educator							
14		14	\$3,882	\$4,076	\$4,280	\$4,494	\$4,718	\$4,954
15		15	\$4,076	\$4,280	\$4,494	\$4,718	\$4,954	\$5,202
	Appraiser II							
	Associate Planner							
16		16	\$4,280	\$4,494	\$4,718	\$4,954	\$5,202	\$5,462
	RN							
	Data Analyst (Assr.)							
17		17	\$4,494	\$4,718	\$4,954	\$5,202	\$5,462	\$5,735
18		18	\$4,718	\$4,954	\$5,202	\$5,462	\$5,735	\$6,022
	Lead Appraiser							
19		19	\$4,954	\$5,202	\$5,462	\$5,735	\$6,022	\$6,323



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

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1. TITLE OF AGENDA ITEM: FY 2017/2018 Workers Compensation Premium

2. ISSUES, BACKGROUND, AND DISCUSSION:

Our Workers Compensation premium is affected by our losses from prior years. We have been advised of our new Premium Modifier for FY 2017/2018. Discussion for the information/education of the Commissioners.

3. OPTIONS:

4. FISCAL IMPACT:

The amount budgeted for Work Comp premiums will be less next Fiscal Year.

5. STAFF RECOMMENDATIONS:

Commend the Safety Committee and all employees for their efforts to work in a safe manner.

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

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |



## Human Resources

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

Karen Wolff  
Human Resources Director  
kwolff@co.morrow.or.us

To: Morrow County Board of Commissioners

From: Karen Wolff, Human Resources Director

Date: March 27, 2017

Re: Workers Compensation Insurance Premium

A handwritten signature in blue ink that reads "Karen Wolff".

We have recently been notified of our Experience Modifier for our Workers Compensation Insurance premium for FY2017/2018.

The Experience Modifier is applied to the standard premium to determine our actual premium. At one time, our 'Mod' was 1.43. That means that the standard premium is multiplied by 1.43. We actually paid 43% more than others.

Last year our 'Mod' was 0.86. We actually paid 14% less than others.

### Workers Compensation Policy History

Policy Year	Modifier	Payroll	Premium
2016/2017	.86	\$5,057,957	\$ 86,822
2015/2016	1.16	\$5,510,909	\$119,087
2014/2015	1.40	\$5,164,168	\$177,315
2013/2014	1.43	\$4,747,116	\$174,298
2012/2013	1.23	\$4,558,299	\$137,574

The Experience Modifier is developed by a formula that includes our losses for the last five years. We had some very big losses several years ago, which have now aged out of the calculations. This combined with the efforts of the Safety Committee and especially all of our employees, has resulted in an Experience Modifier of **0.81 for FY2017/2018!** This means that our premium will be less overall.

The Finance Department recently assisted SAIF complete an audit of our records. It turned out to be a positive audit which resulted in a refund to Morrow County. Every audit is time consuming and stressful for those involved, but Kate Knop, Finance Director and Ronda Fox, Finance Management Assistant brought Morrow County through the audit successfully.





## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MORROW COUNTY

Risk ID: 360344266

Rating Effective Date: 07/01/2017

Production Date: 01/13/2017

State: OREGON

State	WR	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
OR	.13	91,760	163,794	72,034	24,639	35,325	68,374	43,735
(A) WR	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.13		91,760	163,794	72,034	24,639	35,325	68,374	43,735

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 43,735	$C * (1 - A) + G$ 115,156	(A) * (F) 3,203	(J) 162,094	
Expected	(E) 72,034	$C * (1 - A) + G$ 115,156	(A) * (C) 11,929	(K) 199,119	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) 81

\*\*\*\*SAIF ADDED INFO\*\*\*\*SAIF ADDED INFO\*\*\*\*SAIF ADDED INFO\*\*\*\*

Date: 01/20/2017

Rate Account: 12261

Agency: WHEATLAND INSURANCE CENTER INC

Producer: NANCY SNIDER

Underwriter: DESERIE R STAATS

Policy Number - Market Type - SAIF Policy Status

12261 - Voluntary - ACTIVE

\*\*\*\*SAIF ADDED INFO\*\*\*\*SAIF ADDED INFO\*\*\*\*SAIF ADDED INFO\*\*\*\*

Carrier: 20001 - 001 Policy: A012261168

Eff-Date: 07/01/2016 Exp-Date: 07/01/2017

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## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MORROW COUNTY

Risk ID: 360344266

Rating Effective Date: 07/01/2017

Production Date: 01/13/2017

State: OREGON

36-OREGON

Firm ID: Firm Name: MORROW COUNTY

Carrier: 20001

Policy No. A012261162

Eff Date: 07/01/2013

Exp Date: 07/01/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0050	2.37	.54	8,353	198	107	8284773A	05	F	4,438	4,438
2704	4.53	.35	49	2	1	8295466K	06	F	1,754	1,754
5508	3.01	.35	300,880	9,056	3,170	8286161L	09	F	41,139	16,500
5507	2.50	.39	418,892	10,472	4,084					
5508	5.84	.45	759	44	20					
5511	3.89	.40	13,465	524	210					
7024	1.11	.35	15,462	172	80					
7380	2.34	.45	27,678	648	292					
7720	1.40	.45	1,171,731	18,404	7,382					
8380	1.71	.45	92,977	1,590	718					
8411	.70	.35	48,000	336	118					
8810	.08	.55	1,665,509	1,332	733					
8820	.07	.46	179,542	128	58					
8832	.21	.55	179,232	378	207					
8835	1.71	.54	196,535	3,361	1,815					
9015	1.60	.54	229,592	3,873	1,983					
9016	1.32	.55	12,373	183	90					
9402	2.57	.45	24,680	634	285					
9403	2.35	.40	16,365	385	154					
9410	.80	.54	145,044	1,160	626					
9812	ADDITIONAL PREMIUM			0	0					
<b>Policy Total:</b>				<b>4,747,116</b>	<b>Subject Premium:</b>	<b>125,250</b>	<b>Total Act Inc Losses:</b>		<b>47,331</b>	

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\* Total by Policy Year of all cases \$2000 or less

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

# Limited Loss



## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MORROW COUNTY

Risk ID: 360344266

Rating Effective Date: 07/01/2017

Production Date: 01/13/2017

State: OREGON

36-OREGON

Firm ID:

Firm Name: MORROW COUNTY

Carrier: 20001

Policy No. A012261164

Eff Date: 07/01/2014

Exp Date: 07/01/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0050	2.37	.54	11,042	262	141	8312141F	09	F	8,005	8,005
2704	4.53	.35	1,522	69	24					
5506	3.01	.35	306,876	9,237	3,233					
5507	2.50	.39	436,248	10,906	4,253					
5508	5.84	.45	4,484	262	118					
5511	3.89	.40	13,741	535	214					
7024U	2.01	.35	14,750	296	104					
7380	2.34	.45	28,239	661	297					
7720	1.40	.45	1,307,575	18,308	8,238					
8380	1.71	.45	91,605	1,566	705					
8411	.70	.35	48,000	336	118					
8810	.08	.55	1,769,520	1,416	779					
8820	.07	.46	213,481	149	69					
8832	.21	.55	210,305	442	243					
8835	1.71	.54	253,526	4,335	2,341					
9015	1.80	.54	244,516	3,912	2,112					
9016	1.32	.55	14,142	187	103					
9402	2.57	.45	23,198	596	268					
9403	2.35	.40	16,925	398	159					
9410	.80	.54	154,473	1,236	667					
9812	ADDITIONAL PREMIUM			0	0					
<b>Policy Total:</b>			<b>5,164,168</b>	<b>Subject Premium:</b>	<b>129,644</b>	<b>Total Act Inc Losses:</b>			<b>8,005</b>	

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\* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

# Limited Loss



## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MORROW COUNTY

Risk ID: 360344266

Rating Effective Date: 07/01/2017

Production Date: 01/13/2017

State: OREGON

36-OREGON

Firm ID:

Firm Name: MORROW COUNTY

Carrier: 20001

Policy No. A012261166

Eff Date: 07/01/2015

Exp Date: 07/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0050	2.37	.54	14,496	344	188	8378959K	05	F	1,064	1,064
2704	4.53	.35	360	16	6	8379005J	06	F	857	857
5506	3.01	.35	252,474	7,509	2,660	8362584H	09	F	11,117	11,117
5507	2.50	.39	507,856	12,696	4,951					
5508	5.84	.45	4,232	247	111					
5511	3.89	.40	9,902	385	154					
7024	1.11	.35	14,981	166	58					
7380	2.34	.45	37,901	887	399					
7720	1.40	.45	1,400,407	19,606	8,823					
8380	1.71	.45	84,698	1,448	652					
8411	.70	.35	48,000	336	118					
8810	.08	.55	1,947,379	1,558	857					
8820	.07	.46	266,620	187	86					
8832	.21	.55	249,297	524	288					
8835	1.71	.54	277,366	4,743	2,561					
9015	1.60	.54	289,653	4,634	2,502					
9016	1.32	.55	28,161	372	205					
9102	1.87	.54	200	4	2					
9402	2.57	.45	20,797	534	240					
9403	2.35	.40	19,564	460	184					
9410	.80	.54	160,617	1,285	694					
9812	ADDITIONAL PREMIUM			0	0					
<b>Policy Total:</b>			<b>5,634,961</b>	<b>Subject Premium:</b>	<b>118,607</b>	<b>Total Act Inc Losses:</b>		<b>13,038</b>		

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\* Total by Policy Year of all cases \$2000 or less

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

# Limited Loss



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

Item #  
TK

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Karen Wolff Phone Number (Ext): x5620  
 Department: Human Resources Requested Agenda Date: 4/5/2017  
 Person Attending BOC Meeting (*REQUIRED*): Karen Wolff, Human Resources Director  
 Short Title of Agenda Item: FY 2017/2018 FTE and Reclassification Ask Review

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input checked="" type="checkbox"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

N/A **For Contracts and Agreements Only**

Contractor/Entity: \_\_\_\_\_  
 Contractor/Entity Address: \_\_\_\_\_  
 Effective Dates – From: \_\_\_\_\_ Through: \_\_\_\_\_  
 Total Contract Amount: \_\_\_\_\_ Budget Line: \_\_\_\_\_  
 Does the contract amount exceed \$5,000?     Yes     No  
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

_____	Department Head	Required for all BOC meetings
<small>DATE</small>		
<i>JS/RJ</i>	<i>3-31-17</i>	Admin. Officer/BOC Office 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.
_____	Human Resources	If appropriate
<small>DATE</small>		
<i>Karen Wolff</i>	<i>3/31/17</i>	
<small>DATE</small>		

**Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.**

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

---

1. TITLE OF AGENDA ITEM: FY 2017/2018 FTE and Reclassification Ask Summary

2. ISSUES, BACKGROUND, AND DISCUSSION:

There are several requests for additional FTE and some Reclassifications for the next Fiscal Year. This is a summary of the requests. Finance is preparing a fiscal impact review.

3. OPTIONS:

4. FISCAL IMPACT:

5. STAFF RECOMMENDATIONS:

No recommendations at this time. Informational.

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

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department -- For distribution     |
| <input type="checkbox"/> Other _____                            |   |



## Human Resources

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

Karen Wolff  
Human Resources Director  
kwolff@co.morrow.or.us

To: Morrow County Board of Commissioners  
From: Karen Wolff, Human Resources Director  
Date: March 31, 2017  
Re: FTE and Reclassification Asks for FY 2017/2018

Attached with this memo is a spreadsheet with more detail of the FTE asks for the upcoming Budget Hearings as well as the Reclassification asks. This information was requested by a Commissioner and is being provided to all Commissioners. The intent of this memo is informational for the Commissioners in preparation for Budget Hearings.

Reclassification is for a current employee whose job has changed and therefore the Job Description has been updated. Please see a separate agenda item for this week for details of the Reclassification process.

FTE asks are for new positions or to increase the number of hours for a current position.

A little background information:

\*Justice Court received permission to increase the Court Clerk I from 0.6 FTE to 0.8 FTE in October 2016 as a temporary increase. The motion said this was temporary to be reviewed prior to the next Fiscal Year.

**October 12, 2016**

Justice Court FTE Increase Request

Judge Ann Spicer

Judge Spicer explained the staff workload in her office has dramatically increased because many more traffic citations are being issued since the speed limit was increased on certain highways. Over the course of two days recently, Judge Spicer said she suspended the driving licenses of six people who were going in excess of 100 miles per hour (mph), and that used to be the total for an entire year. In one week there were 47 citations for going over 90 mph, she added. She then detailed the backlog of work this has created.

\* Commissioner Rea moved to approve the request from Judge Spicer to add one additional day per week to the part-time Justice Court Clerk position, with the stipulation it will be reviewed prior to next year's budget preparation to see if it is still needed. Commissioner Russell seconded. Unanimous approval.

\*In December, Public Health received permission to change the Community Health Educator/Communicable Disease Coordinator position.

**December 7, 2016**

Public Health Position Changes

Karen Wolff, Human Resources Director

Ms. Wolff reminded the Court that Ms. Smith outlined her request at the November 30<sup>th</sup> Long Range Planning Meeting and they voiced their support of her proposal. Ms. Wolff reviewed the process and steps necessary to make both proposals possible:

1. Change the current Tobacco Education/Communicable Disease Coordinator to a Communicable Disease Coordinator/Region 9 Healthcare Preparedness Program Coordinator/Medical Reserve Corps Eastern Oregon Regional Coordinator. Ms. Wolff explained the change will not impact the budget or pay range, according to her JobMeas™ comparison.
2. Create the new position of Community Health Educator.

*Based on the recommendation of the Human Resources Director, Commissioner Russell moved to approve the updated job description and change the job title from Tobacco Educator/Communicable Disease Coordinator to Communicable Disease Coordinator/Region 9 Healthcare Preparedness Program Coordinator/Medical Reserve Corps Eastern Oregon Regional Coordinator. Commissioner Rea seconded. Unanimous approval.*

*Commissioner Russell moved to approve the creation of the new Community Health Educator position in the Public Health Department as outlined in the accompanying job description; assign it to Pay Range 6 of the General Employee Wage Scale; and authorize 19 total hours per week. Commissioner Rea seconded. Unanimous approval.*

Public Health would like to combine a current 0.6 FTE RN with the Community Health Educator.

Current:	Comm. Health Ed/Communicable Disease Coord	Pay Range 13
Approved:	Comm. Health Ed as a stand alone position	Pay Range 9
Proposed:	RN/Comm Health Ed	Pay Range 16

Kate Knop, Finance Director is preparing Fiscal Impacts for the requested changes.

Once again, this memo and related information is informational at this time and does not require an action from the Board of Commissioners.

Attachment A: Fiscal Impact Analysis by Kate Knop, Finance Director

Attachment B: Decision Packages as submitted to Finance with requests for FTE changes.





Department Budget Request Worksheet  
Fiscal Year 2017-2018  
(July 1, 2017 through June 30, 2018)

1. **Department/Office Name:** Assessment & Tax #101-103
2. **Department Mission Statement:** To value all property within Morrow County for property tax purposes in a uniform, fair and complete manner. To continue the high rate of property tax collection.
3. **Department Overview:** Value all property in Morrow County for property tax purposes. Collect all property taxes associated with the valuation. Administer all property tax deferral and exemption programs. Assist the public with property and tax information inquiries. Assist all local taxing districts with their property tax revenue.
4. **Department Goals and Objectives for Fiscal Year 2017-2018:** Train and certify to new Appraisers, and train the new Assessment and Tax Clerk. Continue to provide the high level of public service my department has historically provided.
5. **Department Line Item Budget Request Sheet (See Attached).** *Please complete and attach to this form.*
6. **Notes to the Department Budget Requests:** To move the current Assessment & Tax Office Specialist/Office Manager position out of the union and into a management position to help facilitate the office functions. Appraisal staff are required by statute to have 60 hours of approved training for their first year. I have increased budget line items to accomplish that amount of training.
7. **Staffing Levels (FTE)**
  - a. Describe any reductions to FTE during the current fiscal year and any reductions that are anticipated during the upcoming fiscal year. None

- b. Does the department have a staffing increase request(s) for the upcoming fiscal year?  
 Yes     No    If Yes, include a Decision Package

8. **Department Decision Package Number 1**

- a. Proposal Title: Assessment & Tax Budget
- b. Total Cost of Decision Package: \$743,392
- c. Proposal Description and Justification: We receive around \$18,000 annually from sales of assessment and tax information, map sales and we recoup most of the foreclosure and warrant fees. We also receive around \$100,000 from the State's CAFFA Grant program for funding of Assessment & Tax Operations.
- d. Line Item(s) to Which Expenses Would Be Recorded if Approved:
- i. Assessment & Tax Office Specialist Approx. \$2,000
  - ii. Lodging & Meals (Training) \$2,500
  - iii. Registrations & Dues \$1,500

9. **Department Decision Package Number 2**

- a. Proposal Title:
- b. Total Cost of Decision Package:
- c. Proposal Description and Justification:
- d. Line Item(s) to Which Expenses Would Be Recorded if Approved:
- i.
  - ii.

**Department Budget Request Worksheet**  
**Fiscal Year 2017-2018**  
**(July 1, 2017 through June 30, 2018)**

**1. Department/Office Name:**

*Public Works Department – General maintenance* # 101-121

**2. Department Mission Statement:**

*The Department of General maintenance Department services' buildings and Grounds division is to provide a safe and comfortable environment for all County department to conduct business in a timely and efficient manner.*

**3. Department Overview:**

*Residence of Morrow County use the County building facilities on a daily basis. Building maintenance crews work diligently to ensure that all of the County's administrative buildings and facilities provide a safe and professional atmosphere in which to conduct the county's business. These crews are responsible for meeting all federal, state and local regulations pertaining to building and safety codes, maintenance of HVAC and electrical systems and building renovation and updates.*

*Building maintenance crews are responsible for the regular maintenance of the buildings at the following locations*

***Morrow County Courthouse, 100 S. Court St., Heppner.***  
***Morrow County Lexington Airport, 65820 Airport Rd., Lexington.***  
***Morrow County Sherriff Office, 325 Willow View Dr., Heppner,***  
***Morrow County Emergency Management Office, 325 Willow View Dr.,***  
***Morrow County Public Works Office and Shop, 365 West Hwy 74,***  
***Morrow County Sherriff Office, 501 Columbia Ave. NE, Boardman.***  
***Morrow County Health Department Building, 101 Boardman Ave. NW,***  
***Morrow County Annex, 205 NE Third St., Irrigon.***  
***Morrow County Emergency Management, 205 NE Third St., Irrigon.***  
***Morrow County Fairgrounds, 74473 Hwy --Lena, Heppner.***  
***Morrow County N. Transfer Station, 69900 Frontage Ln, Boardman.***  
***Morrow County S. Transfer Stations, 57185 Hwy 74, Lexington.***  
***Morrow County Bartholomew Building, 110 N. Court, Heppner.***  
***Morrow County Gilliam Bisbee Building, 120 S. Main St. Heppner.***  
***Morrow County Museum, Main St, Heppner***  
***Morrow County Ag Museum, Riverside, Heppner.***  
***Morrow County Heppner Bus Shed, 220 E. May Street, Heppner***  
***Morrow County Boardman Bus Shed, 100 Tatone Street, Boardman***  
***Morrow County Irrigon Bus Shed, 146 W. Columbia Lane , Irrigon***

**4. Department Goals and Objectives for Fiscal Year 2017-2018:**

*Goals: Support the maintenance and rehabilitation of the County's existing buildings, looking at the cost effective approach.*

*Objectives: Continue with providing safe and accessibility of County buildings for all residence.*

*Goals: Maintain public safety*

*Objective: Work with all elements of the County's public safety services to reduce costs while maintain the highest level of service that funding will support.*

*Goals: Improve County maintenance operations*

*Objective: monitor and evaluate operations implement strategies to continually improve efficiency and effectiveness.*

**5. Department Line Item Budget Request Sheet (See Attached).**

*You will find attached the entire General maintenance budget*

**6. Notes to the Department Budget Requests:**

*There is an additional funds for Fair Grounds operation as the responsibility has been delegated to the General Maintenance budget to do so.*

**7. Staffing Levels (FTE)**

*Currently two full time employees are on staff for the General Maintenance dept. Staffing a third individual is requested and highly needed. The demand for additional help with the maintenance and beautification of the facilities is a priority to keep County facilities up to standards. With a third individual the appropriate inspections and repairs can be completed along with having the current staff have additional individuals for larger projects that might arise. Further, this will allow vacations, sick leave etc. to happen without interrupting service levels. This position reflects the fact that General Maintenance has taken over the Fairgrounds Maintenance and will be responsible for fairgrounds needs as well. Extra staffing will allow more attention to bigger projects on the fairgrounds site. You will find a full time employee reflected.*

**28. Department Decision Package Number 16**

**Proposal Title:** *NEW LINE (Personnel Services)*

**Total Cost of Decision Package:** *\$43,000 Estimate ?*

**Proposal Description and justifications:** *The Public Works Department has been given direction to take over the fairgrounds. The best feasible way to complete all projects needed and maintain some of the buildings that are truly showing their age, and not causing a lag in the current structure is to bring on the current part time to a full time position. Allowing employees the sick, vacation leave without losing a loss in service to the Maintenance of the buildings and grounds.*

**Line item to which expenses would be recorded if approved:** *NEW LINE (personnel Services)*

**Department Budget Request Worksheet**  
**Fiscal Year 2017-2018**  
**(July 1, 2017 through June 30, 2018)**

**1. Department/Office Name:**

*Public Works Department – Public Works Administration # 101-120*

**2. Department Mission Statement:**

*Public works provides essential services to the citizens of Morrow County. Prompts, courteous, safe, efficient and cost-effective manner.*

**3. Department Overview:**

*Public Works is made up of several departments which work together to achieve a common goal. In the County they oversee, help reporting and documenting daily operations. General Maintenance, Transfer Stations, Airport, Road Dept. and three County Parks.*

**4. Department Goals and Objectives for Fiscal Year 2017-2018:**

*Goal: Provide superior regular and capital project delivery.*

*Objective: Develop written policy for communication with Departments.*

*Goal: Improve the effectiveness of our services.*

*Objective: Develop communication on a monthly basis on work plans. Keeping a daily log of activity such as transfer Station receipts, Daily parks reservation system data base, accounts payable data entry tying everything to a project. Cost analysis of equipment and labor along with materials used on each individual project.*

*Goals: Support the maintenance of County fleet*

*Objectives: Track commercial fueling, track Vehicle and Equipment as per project for a cost. Seek cost effective opportunities to help benefit the department.*

*Goal: Keep a full accountability of all facilities, tools, fuel and parts.*

*Objective: Maintain physical security of facility and grounds. Maintain accountability of tools, recording all maintenance on equipment. Help facilitate safety procedures.*

*Goals: Maintain public safety*

*Objective: Work with all element of the County's public safety services to reduce costs while maintain the highest level of service that funding will support.*

*Goals: Improve County maintenance operations*

*Objective: monitor and evaluate operations implement strategies to continually improve efficiency and effectiveness.*

**5. Department Line Item Budget Request Sheet (See Attached).**

*You will find attached the entire General maintenance Public Works Admin. Budget*

**6. Notes to the Department Budget Requests:**

*There is an additional request for reaching the goal of proper reporting and documentation which will consist of hiring a FTE that will be split among the departments for their duties they will perform. Currently we have a part time Office Clerk that we would like to make into a FTE. You will find a listing of daily operations in the Public Works office and simply with the additional load of permits, Reconciliation of Daily operations, Monitoring and sales retrieval from Parks reservations to Transfer Stations operations, DEQ permitting monitoring and execution, Weed control application monitoring and reporting with documentation, Approach and right of way Construction permitting addressed and monitored electronically documented. There is an attached list of the operations that take place daily in the Public Works office that continue to be a demand in order to keep things at an acceptable level.*

**7. Staffing Levels (FTE)**

*Currently listed in the Public works Admin. Budget sits the Public Works Director and the Management Assistant and the administrative assistant. You will see these have a percentage of funding that is allocated to the fund. I want to do a little adjusting to better fit the department that oversees the Public Works umbrella. Office Clerk 40%, Administrative Assistant 40% leaving the Director and the Management Assistant the percentage they currently have.*

**8. Department Decision Package Number 1**

**Proposal Title:** *101-120-5-10-1005 Office Clerk (Person Services)*

**Total Cost of Decision Package:** \$\$\$\$\$



**Proposal Description and Justification:**

*Decision that will affect other departments within the Public works budget is as follows. Requesting one full time employee as an Office Clerk/Assistant (Currently part time). Funds requested are 40% of the funds come from Public Works Admin. Department, 50% of the funds comes from Road dept. and 10% will come from the Parks fund. This will calculate to be a full time additional employee to help better serve the County with better documentation and execution of projects. Again this position is currently part time I am requesting to bring on to full time status.*

**Department Budget Request Worksheet**  
**Fiscal Year 2017-2018**  
**(July 1, 2017 through June 30, 2018)**

1. **Department/Office Name:** Health Dept # 101 - 114

2. **Department Mission Statement:**

The goal of the Morrow County Health Department is to protect and care for our county residents, the communities in which they live and also those visiting or passing through our boundaries. We want to assist them in attaining and/or maintaining optimal health physically, emotionally, mentally and spiritually. Part of this process is our commitment to provide information, education, and referral as appropriate, including ongoing support in a warm, friendly, courteous, respectful, sincere, honest and encouraging environment.

3. **Department Overview:** *Describe the Department's primary functions and program units.*

The primary role of the Health Dept is to promote the health of the community through prevention, education, surveillance and the provision of services. Programs offered include:

- Immunizations for all ages
- Family Planning counseling, supplies and exams
- Communicable Disease surveillance of health risks, screening, investigation, case management (including education) and follow-up.
- Tuberculosis screening, education, investigation, treatment and follow-up.
- Home Visiting services including:
  - Maternity Case Management
  - Babies First for children ages 0 to 3 yrs
  - Nurse Family Partnership (NFP) for 1<sup>st</sup> time Mother's starting prior to 26 weeks of pregnancy up to the child's 2<sup>nd</sup> Birthday
  - CaCoon – for children with special needs from 0 – 21 yrs
- Oregon MothersCare – assistance to pregnant women to access Prenatal Care early
- Emergency Preparedness planning
- The Health Dept also provides CARE services targeted to ages 0 – 21 and pregnant women throughout the community.
- Tobacco prevention and education supports and services
- Safety education and awareness including dispensing of Infant Car Seats
- Environmental Health services are provided through a Contract with Umatilla County

**4. Department Goals and Objectives for Fiscal Year 2017-2018:**

A primary goal that I have for the Health Dept in FY 2017/2018 is to become a more cohesive, interactive and supportive team. Many of the services provided are representative of an overlap in duties and responsibilities within different programs.

**5. Department Line Item Budget Request Sheet (See Attached). Please complete and attach to this form.**

I have scanned the document, but I have included narrative for the areas in need of assistance.

**Line Item:**

**101-14-3-30-3450 Bioterrorism**

(Original name has since been changed to "Public Health Emergency Preparedness" (PHEP))

Funding identified is based on current year Original funding allocation of \$62,732. Although we were an additional amount of \$3734 in this current year, I do not believe we can count on any additional funds added to the base amount next year.

The newly added program Healthcare Preparedness Program (HPP) also referred to as the Medical Reserve Core (MRC) funding of \$34,117 should either be added to this line item, or a new revenue line item created. Of the total amount, \$25,681 is allocated for Personal Services and the remaining \$8,436 is for supplies. However, we may want to add this revenue within the Bioterrorism line item as the staff member taking on the HPP/MRC responsibilities will be assuming other emergency preparedness work when the Contractor chooses to retire.

**101-14-3-30-3455 Student Based Health Center (SBHC)**

The Yearly allocation for a SBHC represents \$60,000. In the last Biennium, Morrow County was also awarded an additional \$45,900 per year for Expanded Mental Health (MH) Services as a two year grant. I am uncertain if the MH funding will be available again this year. Since the funding essentially represents a pass through of the funds to the Health District as the Medical Sponsor and to CCS as the MH Provider, so personnel costs are unaffected. However, I reduced the total amount back to the SBHC \$60,000 yearly allocation.

**101-14-3-30-3457 Perinatal**

FY 18 funding level is \$1,830

The current FY budgeted amount included income from other sources (Transformation Grant funding) at \$24,245. The grant funds represented were a pass through of 75% and the remaining 25% was for training costs. This grant total was actually \$18,707 so I am uncertain of the identified source for the remaining difference of \$3,708 in the current FY Budget.

Note: Original Grant Award \$32,069 for grant funding period of 2/1/16 – 1/31/17 representing 5 mos of funding in FY 2016 and the remaining 7 mos of funding to be expended within the current FY of 2017.

**101-14-3-30-3462 Child/Adol Health**

FY 18 funding level is \$3,434

The current FY budgeted amount included income from Transformation Grant funding of Nurse Case Manager (NCM) Position for CARE. The total grant award of \$50,000 began 2/1/16 and ended 1/31/17. These funds were identified entirely as supporting personnel costs representative of 5 mos funding in FY 2016 (\$20,834) and the remaining 7 mos (\$29,166) of funding to be expended within the current FY of 2017. Transformation funds were applied for and we have been notified of an award of \$50,000 representing a grant funding period of 3/15/17 – 1/31/18. Since we now have a line item for Transformation grant funds, these dollars will no longer be added to this line item and the level of funding has returned to the Program Element funding for this program at \$3434.

**101-14-3-30-3471 Transformation Grant**

FY 18 funding level is \$33,334

Transformation funds were applied for a few weeks ago and we received notification that \$50,000 were awarded to the CARE Program. The grant funding period is 3/15/17 – 1/31/18 representing a portion of the funds for FY 2018 of \$33,334.

**101-14-3-30-3501 Morrow County School District (MCSD)**

I will need assistance in computing the amount of MCSD funding needed to support the CARE Team. The Nurse Case Manager personnel costs are off set by the Transformation Grant and the MCSD will pay the difference. Morrow County has committed to the following funding levels in support of CARE and MCSD will be responsible for the difference.

2<sup>nd</sup> Part Time NCM employed at 0.6 FTE and 0.4 FTE allocated to CARE

- Morrow County has committed to \$29,236

Resource Coordinator – 1 FTE

- Morrow County has committed to \$28,500
- Care Coordinator – 1 FTE (IMESD Employee)
- Morrow County has committed to \$10,000

6. **Notes to the Department Budget Requests:** *Discuss significant changes. How do these help the Department to meet its goals and objectives?*

Resignation in October RN employed at 0.6 FTE. Her time was allocated at 0.4 dedicated to the CARE Team working with the schools and 0.2 FTE dedicated to Referral Coordinator work.

Healthy Families Oregon contract with Umatilla Morrow County HeadStart was not renewed at the end of the contract period of 12/31/16 resulting in the loss of 2 FTE.

Change in work duties and responsibilities of the position providing Communicable Disease coordination and Community Education including Tobacco education and prevention work. The Community Education duties are being removed, creating a Part Time position for Community Education. Responsibilities added back to this position include Regional HealthCare Preparedness coordination.

The Part Time Community Education position has not yet been advertised and I am proposing that this funding be added to the Nursing position (above) in an effort to increase hours to a full time position.

Part Time Translator position of 0.4 FTE is currently vacant and in need of filling. Plan to actively recruit in next few weeks.

#### **7. Staffing Levels (FTE)**

Current staffing is at 9.45 FTE, not including the two Part Time vacancies currently (Community Educator and Translator).

- a. Describe any reductions to FTE during the current fiscal year and any reductions that are anticipated during the upcoming fiscal year.

As noted above, the Health Dept experienced the loss of the Healthy Families Oregon contract with the Umatilla Morrow County Headstart which resulted in the loss of 2 FTE.

- b. Does the department have a staffing increase request(s) for the upcoming fiscal year?  
 Yes     No    If Yes, include a Decision Package

FTE overall will be approximately 1 FTE less in FY 2018 than at the beginning of FY 2017. This is due to the loss of 2 FTE, but reflective of an additional 0.5 FTE in Regional preparedness work, the addition of Health Education duties with the additional 0.2 FTE requested to make the Nursing position full time and including the hiring for the vacant 0.4 FTE Part Time Translator position

#### **8. Department Decision Package Number 1**

- a. Proposal Title:  
- Recently filled RN Position of 0.6 FTE to be funded at 1.0 FTE.
- b. Total Cost of Decision Package:  
- To be determined
- c. Proposal Description and Justification:  
- Need to back fill the Health Educator Part Time position vacancy by planning to add duties and responsibilities to the RN position.

- d. Line Item(s) to Which Expenses Would Be Recorded if Approved:
  - i. 101- 114-3-30-3470
  - ii. 101-114-3-30-3501
  - iii. County General Funds used to support other positions in the past

9. Department Decision Package Number 2

- a. Proposal Title:
- b. Total Cost of Decision Package:
- c. Proposal Description and Justification:
- d. Line Item(s) to Which Expenses Would Be Recorded if Approved:
  - i.
  - ii.

**Department Budget Request Worksheet**  
**Fiscal Year 2017-2018**  
**(July 1, 2017 through June 30, 2018)**

1. **Department/Office Name:** Morrow County Justice Court #101-109
2. **Department Mission Statement:** To provide timely access to justice for citizens of Morrow County
  
3. **Department Overview:** *Describe the Department's primary functions and program units.*  
Morrow County Justice Court handles traffic, misdemeanors, small claims, evictions, and cases where the amount in dispute is less than 10,000.
  
4. **Department Goals and Objectives for Fiscal Year 2017-2018:** To decrease past due fines by 10% to close and destroy old files (at least 20% of files in storage in Irrigon)
  
5. **Department Line Item Budget Request Sheet (See Attached).** *Please complete and attach to this form.*
  
6. **Notes to the Department Budget Requests:** *Discuss significant changes. How do these help the Department to meet its goals and objectives?*
  
7. **Staffing Levels (FTE)**
  - a. **Describe any reductions to FTE during the current fiscal year and any reductions that are anticipated during the upcoming fiscal year.**
  
  - b. **Does the department have a staffing increase request(s) for the upcoming fiscal year?**  
 Yes     No    If Yes, include a Decision Package

**8. Department Decision Package Number 1**

- a. Proposal Title: Increase part time clerk to full time positions
- b. Total Cost of Decision Package:
- c. Proposal Description and Justification: Irrigon Justice Court citations and evictions have increased substantially the past year (almost doubled) without additional staff we cannot get to our goals of distinction of old files and increasing what we collect in part due fines.
- d. Line Item(s) to Which Expenses Would Be Recorded if Approved:
  - i. Personnel services clerk 101-109-5-10-1170
  - ii. benefits

**9. Department Decision Package Number 2**

- a. Proposal Title: Increase materials and services by 9-10%
- b. Total Cost of Decision Package: 4,800.00
- c. Proposal Description and Justification: This year we must purchase the new status which happens every 2 years. In addition we require additional stationary due to the increase in business. Professional dues and state dues were increased to reflect the requirement for the judge to be a member of the bar and additional funding will be needed to attend appropriate trainings. We need a new book cabinet with a cabinet appropriate for storing citations in collections. The JP's have added another training sessions in alternating years, mileage costs will go up if I send clerks to additional training.
- d. Line Item(s) to Which Expenses Would Be Recorded if Approved:
  - i. 101-109-5-20-2100
  - ii. 101-109-5-20-2210
  - iii. 101-109-5-20-2283
  - iv. 101-109-5-20-2411
  - v. 101-109-5-20-3311
  - vi. 101-109-5-20-3323
  - vii. 101-109-5-20-5710
  - viii. 101-109-5-20-3713



**Department Budget Request Worksheet**  
**Fiscal Year 2017-2018**  
**(July 1, 2017 through June 30, 2018)**

1. **Department/Office Name:**

Morrow County Sheriff's Office

# 101-113

2. **Department Mission Statement:**

The Mission of the Morrow County Sheriff's Office is to promote and maintain the protection of the people and their property and to enhance the livability of Morrow County for all its citizens.

3. **Department Overview:**

The Morrow County Sheriff's Office consists of the following divisions:

- a. **Operations** (Criminal and Patrol)  
Criminal investigations, School Resource Deputy  
Patrol enforcing city, state and federal laws  
Search and Rescue, Marine, OHV, Court Security, and  
Emergency Management (Managed by the Undersheriff)
- b. **Corrections** (Parole and Probation)  
Supervise offenders, influence positive change  
Maintain and supervise a work crew
- c. **Communications** (Dispatch - 911)  
Manage 911 Center 24/7/365, Master Street Address Guide, manage inmate  
custodies  
All Sheriff's Office Communications, CJIS (Criminal Justice Information  
Systems) compliancy, LEDS (Law Enforcement Data System)
- d. **Administrations** (Civil and Records)  
Admin assistance, Civil Process, Record keeping, CHL (Concealed Hand Gun  
License), PIO (Public Information Officer)

The primary objective of the Morrow County Sheriff's Office is to maintain public safety.

4. **Department Goals and Objectives for Fiscal Year 2017-2018:**

1. To increase our productivity in the area of Criminal Investigations.
2. To increase our personnel to be able to provide 24 hr coverage to the public.
3. Be able to provide Traffic Safety coverage 7 days a week.
4. Have a School Resource Deputy, for the North and South end of the county.

5. Department Line Item Budget Request Sheet (See Attached).

6. Notes to the Department Budget Requests:

No significant changes.

7. Staffing Levels (FTE)

- a. Does the department have a staffing increase request(s) for the upcoming fiscal year?  
X Yes     No    If Yes, include a Decision Package

8. Department Decision Package Number 1

a. Proposal Title: Criminal Deputy

b. Total cost of decision package: 5% increase from a patrol deputy position,  
\$70,000-\$80,000 yearly.

Vehicle fully equipped every three years \$30,000

c. Proposal description and justification:

Adding a Criminal Deputy would allow more time for ongoing investigations and review of coed cases, unable to be worked due to current staffing levels. This will provide a better service and product to the courts and the public.

d. Line Item(s) to which expenses would be recorded if approved:

- i. Personnel Services (Criminal Deputy)
- ii. Capital Outlay (New Vehicle)

9. Department Decision Package Number 2

a. Proposal title: Patrol Deputy

b. Total cost of decision package: \$65,000-\$75,000 yearly

Vehicle fully equipped every three years \$30,000

c. Proposal description and justification:

Adding a Patrol Deputy would allow Morrow County to provide 24 hr coverage. This is a goal we have been working towards.

d. Line Item(s) to which expenses would be recorded if approved:

- i. Personnel Services (Patrol Deputy)
- ii. Capital Outlay (New Vehicle)

**10. Department Decision Package Number 3**

a. Proposal title: Traffic Safety/ Enforcement Deputy

b. Total cost of decision package: \$65,000-\$75,000 yearly

Vehicle fully equipped every three years \$30,000

Projected revenue to Morrow County as a result of normal fines would be \$275,000 a year. Subtract \$75,000 cost of Deputy. Subtract \$30,000 cost of vehicle

Net for Morrow County \$170,000 on a vehicle year

Net for Morrow County \$200,000 on non vehicle year

This position would not cost Morrow County as a result of traffic safety enforcement efforts. It would generate revenue while increasing traffic and public safety as a result of increased speeds of trucks and cars on I-84 as well as state and county roads.

This position could cover part of the cost of one of the other requested positions. A win, win for all of Morrow County.

c. Proposal description and justification:

While an OSP presence in Eastern Oregon, including Morrow County continues to decline due to budget constraints. The freeway and highway traffic and speeds continue to increase. Increased traffic and speeds means more traffic violations and accidents resulting in our property and public being at risk. Adding this position would give Morrow County more Traffic Safety Coverage. Our number one objective is public safety.

d. Line Item(s) to which expenses would be recorded if approved:

i. Personnel Services (Patrol Deputy)

ii. Capital Outlay (New Vehicle)

**11. Department Decision Package Number 4**

a. Proposal title: School Resource Deputy

b. Total cost of decision package: \$65,000-\$75,000 yearly

Vehicle fully equipped every three years \$30,000

Morrow County School District will cover \$25,000 a year for this position.

Morrow County would be covering the amount over \$25,000

Approximately \$40,000 without vehicle

Approximately \$70,000 with vehicle

c. Proposal Description and Justification:

Sheriff Matlack was contacted by the Morrow County School district regarding this position. This would put a School Resource Officer on the north and south end of the county in our schools. This Deputy would be working with and protecting our greatest asset, our children. On no school days and school vacations, this deputy would fill in other patrol areas as needed.

d. Line Item(s) to Which Expenses Would Be Recorded if Approved:

- i. Personnel Services (Patrol Deputy)
- ii. Capital Outlay (New Vehicle)

## FTE Report

### Summary

		<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
<u>Department</u>	<u>Budget #</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>3/1/2017</u>
Sheriff	101-113 +	30	32	32	34	36	39	41
Public Works	202-220 +	27.5	27.5	25.5	26.5	22.5	26	27
Assessor	101-103	6	6	6	7	6	6	7
JV	101-112	3	3	3	3	3	3	3
Finance	101-102	3	3	3	3	3	3	3
EM	101-117	3	2	0	0	0	0	0
PH	101-114	10.5	10.5	12.5	9.5	15	16	14.5
JC	101-109	2.5	2.5	2.5	2.5	2.5	2.75	2.8
Clerk	101-105 +	3	3	3	3	3	3	3
DA	101-111 +	5	5	5	5	5	5	5
Plan	101-115	3	3	3	3	3	3.5	4
CCF		1	1	1	1	0	0	0
Court	101-101 +	5	5	5.5	5.5	6	7.75	7.96
Treasurer	101-104	1	1	1	1	1	1	1
<b>Total</b>		<b>103.5</b>	<b>104.5</b>	<b>103</b>	<b>104</b>	<b>106</b>	<b>116</b>	<b>119.26</b>

**FTE Report**  
**2010/2011**

<b>Department</b>	<b>Budget #</b>	<b>Total</b>	<b>Represented</b>	<b>Management</b>	<b>Elected</b>	<b>Other</b>	
Sheriff	101-113 +	30	20	6	1	3	OHV, Court Security, Marine
Public Works	202-220 +	27.5	20	4	0	3.5	OHV, Transfer Station, Office
Assessor	101-103	6	5	0	1	0	
JV	101-112	3	2	1	0	0	
Finance	101-102	3	2	1	0	0	
EM	101-117	3	2	1	0	0	
PH	101-114	10.5	9	1	0	0.5	Translator
JC	101-109	2.5	1	0	1	0.5	Clerk
Clerk	101-105 +	3	2	0	1	0	
DA	101-111 +	5	3	1	1	0	
Plan	101-115	3	2	1	0	0	
CCF		1	0	1	0	0	
Court	101-101 +	5	0	1	2	2	Fair, STF, Vet
Treasurer	101-104	1	0	0	1	0	
<b>Total</b>		<b>103.5</b>					

## FTE Report

2011/2012

<u>Department</u>	<u>Budget #</u>	<u>Total</u>	<u>Represented</u>	<u>Management</u>	<u>Elected</u>	<u>Other</u>	
Sheriff	101-113 +	32	22	6	1	3	OHV, Court Security, Marine
Public Works	202-220 +	27.5	20	4	0	3.5	OHV, Transfer Station, Office
Assessor	101-103	6	5	0	1	0	
JV	101-112	3	2	1	0	0	
Finance	101-102	3	2	1	0	0	
EM	101-117	2	1	1	0	0	
PH	101-114	10.5	9	1	0	0.5	Translator
JC	101-109	2.5	1	0	1	0.5	Clerk
Clerk	101-105 +	3	2	0	1	0	
DA	101-111 +	5	3	1	1	0	
Plan	101-115	3	2	1	0	0	
CCF		1	0	1	0	0	
Court	101-101 +	5	0	1	2	2	Fair, STF, Vet
Treasurer	101-104	1	0	0	1	0	
<b>Total</b>		<b>104.5</b>					

**FTE Report**  
**2012/2013**

<b>Department</b>	<b>Budget #</b>	<b>Total</b>	<b>Represented</b>	<b>Management</b>	<b>Elected</b>	<b>Other</b>	
Sheriff	101-113 +	32	22	6	1	3	OHV, Court Security, Marine
Public Works	202-220 +	25.5	18	4	0	3.5	OHV, Transfer Station, Office
Assessor	101-103	6	5	0	1	0	
JV	101-112	3	2	1	0	0	
Finance	101-102	3	2	1	0	0	
EM	101-117	0	0	0	0	0	
PH	101-114	12.5	11	1	0	0.5	Translator
JC	101-109	2.5	1	0	1	0.5	Clerk
Clerk	101-105 +	3	2	0	1	0	
DA	101-111 +	5	3	1	1	0	
Plan	101-115	3	2	1	0	0	
CCF		1	0	1	0	0	
Court	101-101 +	5.5	0	1	2	2.5	Fair, STF, Vet, Office
Treasurer	101-104	1	0	0	1	0	
<b>Total</b>		<b>103</b>					



**FTE Report**  
**2013/2014**

<u>Department</u>	<u>Budget #</u>	<u>Total</u>	<u>Represented</u>	<u>Management</u>	<u>Elected</u>	<u>Other</u>	
Sheriff	101-113 +	34	23	7	1	3	OHV, Court Security, Marine
Public Works	202-220 +	26.5	21	4	0	1.5	OHV, Transfer Station, Office
Assessor	101-103	7	6	0	1	0	
JV	101-112	3	2	1	0	0	
Finance	101-102	3	1	2	0	0	
EM	101-117	0	0	0	0	0	
PH	101-114	9.5	7	1	0	1.5	Translator, RNs
JC	101-109	2.5	1	0	1	0.5	Clerk
Clerk	101-105 +	3	2	0	1	0	
DA	101-111 +	5	3	1	1	0	
Plan	101-115	3	2	1	0	0	
CCF		1	0	1	0	0	
Court	101-101 +	5.5	0	1	2	2.5	Fair, STF, Vet, Office
Treasurer	101-104	1	0	0	1	0	
<b>Total</b>		<b>104</b>					

## **FTE Report**

**2014/2015**

<b>Department</b>	<b>Budget #</b>	<b>Total</b>	<b>Represented</b>	<b>Management</b>	<b>Elected</b>	<b>Other</b>	
Sheriff	101-113 +	36	25	7	1	3	OHV, Court Security, Marine
Public Works	202-220 +	22.5	17	4	0	1.5	OHV, Transfer Station, Office
Assessor	101-103	6	5	0	1	0	
JV	101-112	3	2	1	0	0	
Finance	101-102	3	1	2	0	0	
EM	101-117	0	0	0	0	0	
PH	101-114	15	12	1	0	2	Translator, RNs
JC	101-109	2.5	1	0	1	0.5	Clerk
Clerk	101-105 +	3	2	0	1	0	
DA	101-111 +	5	3	1	1	0	
Plan	101-115	3	2	1	0	0	
CCF		0	0	0	0	0	
Court	101-101 +	6	1	1	2	2	Fair, Office, Vets      STF
Treasurer	101-104	1	0	0	1	0	
<b>Total</b>		<b>106</b>					

# FTE Report

2015/2016

Department	Budget #	Total	Represented	Management	Elected	Other	
Sheriff	101-113 +	39	27	8	1	3	OHV, Court Security, Marine
Public Works	202-220 +	26	20	4	0	2	OHV, Transfer Station, Office
Assessor	101-103	6	5	0	1	0	
JV	101-112	3	2	1	0	0	
Finance	101-102	3	1	2	0	0	
EM	101-117	0	0	0	0	0	
PH	101-114	16	13	1	0	2	Translator, RNs
JC	101-109	2.75	1.75	0	1	0	
Clerk	101-105 +	3	2	0	1	0	
DA	101-111 +	5	3	1	1	0	
Plan	101-115	3.5	2	1	0	0.5	
CCF		0	0	0	0	0	
Court	101-101 +	7.75	1	3	2	1.75	Fair, Office, Vets HR, AO, STF
Treasurer	101-104	1	0	0	1	0	
<b>Total</b>		<b>116</b>					

**FTE Report**  
**2016/2017**

<b>Department</b>	<b>Budget #</b>	<b>Total</b>	<b>Represented</b>	<b>Management</b>	<b>Elected</b>	<b>Other</b>	
Sheriff	101-113 +	41.00	29.00	8	1	3	OHV, Court Security, Marine
Public Works	202-220 +	27.00	21.00	4	0	2	OHV, Transfer Station, Office, Gen Maint
Assessor	101-103	7.00	6.00	0	1	0	
Juvenile	101-112	3.00	2.00	1	0	0	
Finance	101-102	3.00	1.00	2	0	0	
Emerg Mgmt	101-117	0.00	0.00	0	0	0	
Public Health	101-114	14.50	11.00	1	0	2.5	Translator, RNs
Justice Court	101-109	2.80	1.80	0	1	0	
Clerk	101-105 +	3.00	2.00	0	1	0	
Dist. Attorney	101-111 +	5.00	3.00	1	1	0	
Plan	101-115	4.00	2.00	1	0	1	
Comm on Childr & Fam		0.00	0.00	0	0	0	
Court	101-101 +	7.96	1.00	3	2	1.96	Fair, Office, Vets HR, AO, STF
Treasurer	101-104	1.00	0.00	0	1	0	
<b>Total</b>		<b>119.26</b>	<b>As of 3/1/2017</b>				

### FTE Changes since 7/1/2016

Department	Budget #	Total	Represented	Management	Elected	Other	
7/1/2017	101-103	1.00	1.00				Data Analyst, Assessor's Office
	101-121	1.00	1.00				General Maintenance Associate, Public Works
	238-300	0.75	0.75				OHV Park Ranger from Temporary to Permanent
	238-300	-0.75	-0.75				OHV Park Ranger from Temporary to Permanent
	101-113	1.00	1.00				Communications Deputy
	101-113	1.00	1.00				Patrol Deputy
	216-320	0.01	0.01				Transporation Dispatcher, STF
		0.00	0.00				Reclassified Veteran's Service Officer PR4 to PR6
9/14/2016	101-115	0.50				0.5	Planning Outreach Coordinator
10/12/2016	101-109	0.20	0.20				Increase Justice Court Clerk, +8 hrs/wk
11/2/2016	214-300	-0.50				-0.5	Fairgrounds Caretaker
	101-121	0.50				0.5	General Maintenance Assistant
12/7/2016	101-114	0.00	0.00				Communicable Disease/Community Health Educator.
							Change to Communicable Disease/Med Reserve Corps
	101-114	0.50				0.5	Community Health Educator
12/31/2016	101-114	-2.00	-2.00				Healthy Families Program Terminated
3/1/2017	101-101	0.20				0.2	Increase BOC Executive Assistant
<b>As of 3/01/2017</b>		<b>3.41</b>	<b>2.21</b>				

**AOC Ratio of County Employees to Population - March 2017**

County	Employee Count	(2010?) Population	Ratio
Baker	132	16,134	1:122
Benton	525	85,579	1:163
Clackamas			
Clatsop	203	37,039	1:182
Columbia			
Coos			
Crook	192	20,978	1:109
Curry	115	22,364	1:194
Deschutes			
Douglas			
Gilliam	44	1,871	1:430
Grant	77	7,445	1:970
Harney	117	7,422	1:630
Hood River	140	22,346	1:160
Jackson			
Jefferson	145	21,720	1:150
Josephine	306	82,713	1:270
Klamath	480	66,380	1:138
Lake	94	7,895	1:840
Lane			
Lincoln	471	46,034	1:980
Linn	690	116,672	1:169
Malheur	10	31,313	1:184
Marion			
Morrow	96	11,336	1:118
Multnomah			
Polk	257	75,405	1:293
Sherman	56	1,765	1:320
Tillamook	275	25,250	1:920
Umatilla	310	75,889	1:245
Union	160	25,748	1:161
Wallowa	73	7,008	1:960
Wasco	125	252,163	1:202
Washington			
Wheeler	37	1,441	1:390
Yamhill	626	99,193	1:158

[Home](#) > [Local](#) > [Populations](#) > County Populations: 1980-2016**County Populations: 1980-2016**[Populations home](#)

Includes percent change in population between 2010 and 2016.  
Counties that share rank numbers are tied in rank.

Rank	County	% Change	2016	2010	2000	1990	1980
28	Baker	2.3	16,510	16,134	16,741	15,317	16,134
11	Benton	6.7	91,320	85,579	78,153	70,811	68,211
3	Clackamas	7.7	404,980	375,992	338,391	278,850	241,911
19	Clatsop	3.2	38,225	37,039	35,630	33,301	32,489
17	Columbia	2.9	50,795	49,351	43,560	37,557	35,646
16	Coos	0.2	63,190	63,043	62,779	60,273	64,047
27	Crook	2.9	21,580	20,978	19,182	14,111	13,091
25	Curry	1.1	22,600	22,364	21,137	19,327	16,992
7	Deschutes	12.0	176,635	157,733	115,367	74,958	62,142
9	Douglas	2.5	110,395	107,667	100,399	94,649	93,748
34	Gilliam	5.8	1,980	1,871	1,915	1,717	2,057
31	Grant	-0.5	7,410	7,445	7,935	7,853	8,210
32	Harney	-1.4	7,320	7,422	7,609	7,060	8,314
24	Hood River	10.7	24,735	22,346	20,411	16,903	15,835
6	Jackson	5.2	213,675	203,206	181,269	146,389	132,456
26	Jefferson	4.9	22,790	21,720	19,009	13,676	11,599
12	Josephine	2.4	84,675	82,713	75,726	62,649	58,855
15	Klamath	1.6	67,410	66,380	63,775	57,702	59,117
30	Lake	1.5	8,015	7,895	7,422	7,186	7,532
4	Lane	4.0	365,940	351,715	322,959	282,912	275,226
18	Lincoln	3.7	47,735	46,034	44,479	38,889	35,264
8	Linn	4.8	122,315	116,672	103,069	91,227	89,495
20	Malheur	1.3	31,705	31,313	31,615	26,038	26,896
5	Marion	5.9	333,950	315,335	284,834	228,483	204,692
29	Morrow	5.1	11,745	11,173	10,995	7,625	7,519
1	Multnomah	7.5	790,670	735,334	660,486	583,887	562,647
14	Polk	5.7	79,730	75,403	62,380	49,541	45,203
35	Sherman	1.7	1,795	1,765	1,934	1,918	2,172
23	Tillamook	2.7	25,920	25,250	24,262	21,570	21,164
13	Umatilla	5.3	79,880	75,889	70,548	59,249	58,861
21	Union	3.9	26,745	25,748	24,530	23,598	23,921
33	Wallowa	1.9	7,140	7,008	7,226	6,911	7,273
22	Wasco	5.9	26,700	25,213	23,791	21,683	21,732
2	Washington	10.2	583,595	529,710	445,342	311,554	245,860
36	Wheeler	1.7	1,465	1,441	1,547	1,396	1,513
10	Yamhill	5.8	104,990	99,193	84,992	65,551	55,332
	<b>Statewide</b>	<b>Change</b>	<b>2016</b>	<b>2010</b>	<b>2000</b>	<b>1990</b>	<b>1980</b>
	<b>Oregon</b>	<b>6.4</b>	<b>4,076,350</b>	<b>3,831,074</b>	<b>3,421,399</b>	<b>2,842,321</b>	<b>2,633,156</b>

[Populations home](#)

On March 22, AOC Executive Director Mike McArthur attended a work session of the Curry County Board of Commissioners. The Board received a report from the Citizens Budget Advisory Committee of Curry County. The Board also received a report from the county Finance Director with recommendations for the next budget. Both reports indicated that Curry is facing very difficult financial circumstances and needs more revenue. McArthur also met separately with each of the commissioners and other elected officials. A number of questions were posed for which AOC will seek answers. One question had to do with the ratio of county employees to population. AOC put together a chart to show how this might look:

**RATIO OF COUNTY EMPLOYEES TO POPULATION - March 2017**

Member	Member Type	County	Employee Count	Population	Ratio
Baker County	County	Baker	132	16,134	1.122
Benton County	County	Benton	525	85,579	1.163
Clatsop County	County	Clatsop	203	37,039	1.182
Crook County	County	Crook	192	20,978	1.109
Curry County	County	Curry	115	22,364	1.194
Gilliam County	County	Gilliam	44	1,871	1.43
Grant County	County	Grant	77	7,445	1.97
Harney County	County	Harney	117	7,422	1.63
Hood River County	County	Hood River	140	22,346	1.160
Jefferson County	County	Jefferson	145	21,720	1.150
Josephine County	County	Josephine	306	82,713	1.270
Klamath County	County	Klamath	480	66,380	1.138
Lake County	County	Lake	94	7,895	1.84
Lincoln County	County	Lincoln	471	46,034	1.98
Linn County	County	Linn	690	116,672	1.169
Malheur County	County	Malheur	170	31,313	1.184
Morrow County	County	Morrow	96	11,336	1.118
Polk County	County	Polk	257	75,405	1.293
Sherman County	County	Sherman	56	1,765	1.32
Tillamook County	County	Tillamook	275	25,250	1.92
Umatilla County	County	Umatilla	310	75,889	1.245
Union County	County	Union	160	25,748	1.161
Wallowa County	County	Wallowa	73	7,008	1.96
Wasco County	County	Wasco	125	25,213	1.202
Wheeler County	County	Wheeler	37	1,441	1.39
Yamhill County	County	Yamhill	626	99,193	1.158

March 27th, 2017 | Categories: AOC News

## Archives

March 2017

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January 2017

December 2016

November 2016

October 2016

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April 2016

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January 2016

December 2015





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

- 
1. TITLE OF AGENDA ITEM: Fee Comparisons with Umatilla and Grant Counties
  2. ISSUES, BACKGROUND, AND DISCUSSION: The County Court requested that Department Heads provide comparisons of the fees administered by their departments with Grant and Umatilla Counties. The comparisons that are completed to date are attached.

This is intended to be an update. I plan to follow-up with the remaining comparisons in the near future.

The first attachment to this memorandum is the existing Morrow County Fee Schedule, adopted by Order OR-2016-7, which became effective on September 1, 2016. The following attachments are the fee comparisons provided by elected officials and department heads.

3. OPTIONS:

4. FISCAL IMPACT:

5. STAFF RECOMMENDATIONS:

Staff recommends that the Board review these fee comparisons. Staff will follow-up with the remaining fee comparisons in the near future, at which time the Board may provide direction as to whether fee adjustments should be considered.

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

No action is required at this meeting.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

IN THE COUNTY COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF MORROW

IN THE MATTER OF ADOPTING A FEE SCHEDULE     )     O R D E R  
FOR MORROW COUNTY                                     )     No. OR-2016-7

THIS MATTER HAVING COME BEFORE THE COUNTY COURT at its regularly scheduled meeting on August 10, 2016 the Court finds the County may assess fees for actual costs incurred by the County to the public (County Ordinance MC-C-1-83 and under Oregon Revised Statutes) and issues the following Order:

WHEREAS, the County Court has approved the following fee schedule for:

**Accounting**

Copies of Budget.....\$10.00  
Copies of Financial Statements .....\$10.00

**Assessor/Tax Collector**

Appraisal Packet.....\$3.00  
Sales Prints (each) .....\$5.00  
Request for Estmt of Add'l Tax on Special Assessment Disqualification ...\$25.00  
Sign Plats .....\$80.00  
Sale of Maps:  
    18" x 20" .....\$3.00 each  
        Full set .....\$250.00  
        North only.....\$150.00  
        South only .....\$100.00  
    8 ½" x 11" .....\$0.50 each  
        Full set .....\$75.00  
        North only.....\$50.00  
        South only .....\$25.00

**Mailing Documents:**

Cost of Information Per Above Fees  
+ Postage  
+ Handling Fee (per account).....\$1.00

**Faxing Documents:**

Cost of Information Per Above Fees  
+ County Faxing Fees (See Whole County Fees)  
+ Handling Fee (per Account) .....\$1.00

**Fair & Rodeo**

*See Attachment C*

**Justice Court**

*See Attachment D*

**Juvenile Dept.**

*See Attachment E*

**Planning Department**

*See Attachment F*

**Public Health Department**

*See Attachments G & Attachment H*

Tobacco Education Group (TEG) .....\$25.00

**Public Works Department**

Transfer Station Fees	<i>Attachment I</i>
Public Works Fees	<i>Attachment J</i>
Airport Fees	<i>Attachment K</i>
County Park Fees	<i>Attachment L</i>

**Sheriff's Department:**

*See Attachment M*  
Code Enforcement – *See Attachment N*  
Parole & Probation – *See Attachment N*

**Surveyor**

Surveyors filing fees .....\$ 25.00

Vacation Fee .....\$25.00

Subdivision Surveyor Review ..... \$300.00 + \$10.00 per lot

Partition Surveyor Review ..... \$200.00

Surveyor Maps - *See attachment B*

**Treasurer's Office:**

Replacement checks (stop payments & reissues) .....\$20.00  
(Will not be charged if original check was not received by individual)  
NSF Checks .....\$20.00  
Bank Wire ..... \$15.00

**Whole County**

Computer Time ..... \$75.00 per hour  
(\$10.00 minimum)  
Interpreter rate  
    Non-certified..... \$25.00 per hour  
    Certified ..... \$32.50 per hour  
Computer print-outs (Black & White) .....\$0.25 per page  
Computer print-outs (Color) .....\$1.00 per page  
Photo copies (Black & White).....\$0.25 per page  
Photo copies (Color) .....\$1.00 per page  
Fax Fees for non-County business:  
    Outgoing - 1<sup>st</sup> Page .....\$3.00  
        Each additional page .....\$1.00  
    Incoming (whole fax) .....\$2.00

Other fees as may be assessed under Oregon Revised Statutes (ORS).

NOW, THEREFORE, IT IS ORDERED that the above Fee Schedule will become effective September 1, 2016.

DATED this 10<sup>th</sup> day of August, 2016.

MORROW COUNTY COURT



*Terry K. Tallman*  
Terry K. Tallman, Judge

ATTEST:

*Bobbi Childers*  
Bobbi Childers, Clerk

*Leann Rea*  
Leann Rea, Commissioner

*Don Russell*  
Don Russell, Commissioner

## Morrow County Clerk's Fee Schedule

July 1, 2016, All Fees must be paid in advance. No debit or credit cards accepted.

**Morrow County requires a 3X2 block of space on the first page of all documents for the recording sticker. Only original documents or certified copies of the original can be recorded. All recording fees are required to be paid at the time of recording.**

### Recording:

**Deed and Mortgage Records** (Warranty Deed, Bargain and Sale Deed, Certificate of Death, Easement, Power of Attorney (must involve real property), Leases, Reconveyances, Satisfaction, etc.)

**\$46.00 first page and \$5.00 per each additional page**

**Lien Record** (not mortgage or UCC)

**\$36.00 first page and \$5.00 each additional page**

**Non-Standard Document Fee ORS 205.327**

**\$20.00**

**Two or More transactions (titles) ORS 205.236**

**\$5.00 per title**

Documents describing more than one transaction (dual titled) example: Substitution of Trustee and full reconveyance. (2 titles). Any document that can stand on its own is a title. Each additional instrument or transaction number being assigned, released or satisfied will be charged an additional

**\$5.00** (all document types)

**Partition Plat - 3 lots or less**

**\$361.00**

All Plats, if more than one (1)

Mylar page, additional per page cost of

**\$ 5.00**

**Subdivision -**

**BASE FEE**

**\$431.00**

**20 lots or less**

**PLUS BASE FEE**

**\$100.00**

**21 Through 29**

**PLUS BASE FEE**

**\$150.00**

**30 Through 49**

**PLUS BASE FEE**

**\$200.00**

**50 through 74**

**PLUS BASE FEE**

**\$250.00**

**75 through 100**

**PLUS BASE FEE**

**\$300.00**

**Over 100 lots**

**PLUS BASE FEE**

**\$350.00**

All Subdivisions, if more than one (1) Mylar page, additional per page cost \$5.00

(Base fee includes Surveyor, Assessor and Tax Collector fees)

### MINIMUM STANDARDS FOR INSTRUMENTS TO BE RECORDED:

ORS 205.232 Instruments must be printed on sheets of paper not larger than 14 inches long and 8 ½ inches wide with text printed or written in 8-point type. The paper must be of sufficient quality for recording photographically. A Non-standard fee of **\$20.00** will be charged if not in compliance.

\*ORS 205.234 Requirements for first page of instruments to be recorded; cover sheet. **First page shall contain at least:**

1. names of transactions
2. names of parties (grantor, grantee, etc)
3. names and address where document is to be returned
4. name and address where tax statement is to be sent (where required)
5. consideration paid (where required)
6. for lien records, information required by ORS 205.125 (1c & e)

\* If your document does not meet the requirements above, you will need to add a cover sheet filled out completely with all the pertinent information pertaining to the document being recorded. This will be part of the page count and considered the first page.

**A non standard fee will be applied to all Trust Deed, Deed of Trust if the words "Lender is Beneficiary" does not appear on the first page of instrument.**

### RE-RECORDINGS: Treated as a new document all recording fees apply

1. An instrument that has been previously recorded may be rerecorded to make corrections in the original instrument.

**Attachment A (cont.)**

2. The county clerk shall record an instrument presented for rerecording as provided in subsection (1) of this section. The corrected instrument need not be acknowledged again. The person presenting the instrument for rerecording shall cause a rerecording certificate to be affixed to the first page of the instrument or to a cover sheet authorized by ORS 205.234 (2) added as a new first page to the instrument. The rerecording certificate shall contain the words "RERECORDED AT THE REQUEST OF \_\_\_\_ TO CORRECT \_\_\_\_. PREVIOUSLY RECORDED IN BOOK \_\_\_\_ AND PAGE \_\_\_\_, OR AS FEE NUMBER \_\_\_\_."

3. A certified copy of a recorded instrument **may not** be altered for the purpose of correcting the original instrument. The person presenting the instrument may present an unaltered certified copy of the recorded instrument when it is attached to a cover sheet authorized by ORS 205.234 (2). The cover sheet must contain the rerecording certificate described in subsection (2) of this section. The re-recorded document may include attachments identified on the cover sheet that are necessary to make the corrections.

**License Fees**

Marriage License	\$50.00
Duplicate Ceremonial Certificate	\$5.00
Duplicate Marriage License	\$10.00
Marriage affidavit of correction	\$10.00
Certified Copy	\$7.75
<b>additional copies if purchased at same time</b>	<b>\$4.00 each</b>

**Public Record Fees:**

Location	\$3.75
Certification	\$3.75
Photo Copy	\$ .25 per page/image
Filing fee (not recorded)	\$5.00
List of Registered Voters	\$3.75 + 12.50 Set up fee + \$ 0.25 per image
All sent images (FTP, email, etc.)	\$3.75 Location; per image \$0.25
Fax fee	See County Schedule
Abstracts-Election Results	\$3.75 Location; per image \$0.25
Filing fee for Emancipation of Minor	\$77.00

**Service Fees:**

Death Certificate: <i>first 6 months after death only</i>	\$25.00 first record,
<b>all additional (same day purchase)</b>	<b>\$20.00</b>
In county deaths only: all others go to Oregon Vital Records	

Notary Acts	\$5.00 first Notary act
	\$1.00 per additional notarizations
	(No charge to documents being recorded in the clerks records)
Marriage Ceremony (in office)	\$105.00

Passport Acceptance Processing Fee	\$25.00
Passport Pictures	\$10.00
Book (16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$110.00 Valid for 10 years
Book (15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$80.00 Valid for 5 years
Card (16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$30.00 Valid for 10 years
Card (15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$15.00 Valid for 5 years
Expedite Fee CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	\$60.00 per application
	(mailing envelopes extra)
Information on Passports go to	travel.state.gov

**MAP FEES**

**GIS Maps\***

Color Maps:

X	8.5" x 11"	\$7.00
X	11" x 17"	\$8.00
X	17" x 22"	\$12.00
X	22" x 34"	\$15.00
X	34" x 44"	\$25.00

Black & White Maps:

X	8.5" x 11"	\$0.50
X	11" x 17"	\$6.00
X	17" x 22"	\$8.00
X	22" x 34"	\$10.00
X	34" x 44"	\$15.00

\*Labor for custom products is additional \$75.00/hour with a minimum charge of one hour.

**GIS Layer Maps** that are created/maintained by the Planning Department.

(Zoning, Transportation System Plan components, Special Districts, Enterprise Zone Boundary, Meteorological Towers, Wind Projects, Transmission and Utility, etc.)

Electronic or Printed \$200.00

**Surveyor Maps**

A size	8.5" x 11"	\$0.50
B size	11" x 17"	\$2.00
C size	18" x 24"	\$3.00
D size	24" x 36"	\$4.00



**MORROW COUNTY FAIRGROUNDS**  
**USAGE FEES**

Fees are due at time of Registration. Rental and Cleaning/Damage deposits require separate checks, both payable to Morrow County Fair. Deposits will be refunded immediately if cleaning agreements have been met.

<u>ANNEX:</u>	Includes Kitchen:	\$ 65.00	
	Cleaning/Damage Dep.	\$100.00	Total: \$165.00
<u>DANCE HALL:</u>	Includes Kitchen	\$130.00	
	Cleaning/Damage Dep.	\$200.00	Total: \$330.00
	½ Day Use – Includes Kitchen	\$ 65.00	
	Cleaning/Damage Dep.	\$200.00	Total: \$265.00

Wilkinson Arena Includes daily grooming, bleachers, restrooms. Lights are separate, by tokens only.

Daily	\$300.00
Half Day (4-6 hours)	\$150.00
Weekend (6pm Friday to 6pm Sunday)	\$500.00
Each additional grooming	\$ 30.00
Refundable deposit for all Reserved Rentals of Arena	\$100.00
No Reservation Usage:	\$ 5.00/hr.
(Tokens available at MCGG and Fair Office)	
Group Rate, without livestock	\$ 20.00/hr.
Group Rate, with livestock	\$ 30.00/hr.
Stalls (\$25.00 Cleaning Deposit + daily fee)	\$ 10.00/day
<u>Campers/Trailers</u>	
Per Day with Hook Up:	\$ 25.00
Without Hook Up:	\$ 15.00
<u>Tables</u> - 48hr. Rental 1-300 (approx.)	\$ 25.00
<u>Chairs</u> - 48hr. Rental 1-300 (approx.)	\$ 30.00
<u>Port-a-Cool</u> (per day)	\$200.00
<u>Tent</u> – Small	\$ 50.00
Large (20' x 40')	\$ 75.00

**Oregon Trail Pro Rodeo Arena**

OTPR Outdoor Arena ONLY	\$150.00/day
ORPR Arena w/Bucking & Roping Chutes	\$200.00/day
Rough Stock Chute Deposit (Refundable)	\$500.00

Stall Rental Per Horse (Day)	\$12.00/day
Stall Rental Per Horse (Month)	\$40.00/month
Stall Rental Deposit	\$50.00/stall

Outside Pen Rental	\$8.00/day
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Electrical RV Hookups	\$11.00/day
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Morrow County Justice Court Fees

File Copies For Immigration Service .....	\$25.00
Warrant Fee.....	\$50.00
Suspension Fee .....	\$30.00
FAX Information For Reinstatement to DMV .....	\$5.00
Court Appointed Attorney rate .....	\$60.00/hr
Monthly Payment Processing Fee (One time fee) .....	\$50.00
Diversion Administrative Fee .....	\$150.00
NSF Check Fee .....	\$30.00

**Fees and Assessment Schedule**  
**Morrow County Juvenile Department**

- Supervision Fee:** **\$10.00 PER MONTH** while on Probation.  
Formal Court Probation Cases Only.
- PV-Filing Fee:** **\$100.00** per revocation of probation.  
Formal Court Probation Cases Only
- CAF:** **\$65.00** Court Assessment Fee (one time per court appearance)  
Formal Court Probation Cases Only.
- Offense Surcharge:** Formal Court Probation Cases Only as Follows:  
**\$35.00** for Felony or Misdemeanor  
**\$45.00** for Violation
- Detention Fees:** **\$165.00 PER DAY.** Parent may be responsible for a percentage  
UP TO the Full Amount Incurred by Morrow County.
- Attorney Fees:** **\$75.00 PER HOUR.** The Court may require a parent to  
Reimburse a portion of this fee up to the full amount of costs  
incurred by Morrow County.
- FAA:** **\$65.00** (Formal Accountability Agreement/Diversion Fee)  
One time PER FAA entered.
- GPS/EM:** **\$10.00 PER DAY**  
**\$20.00** One time Hook Up Fee  
Global Positioning System and/or Electronic Monitoring Program.
- Urinalysis Fees:** All Cases  
**\$20.00** per Positive Test  
**\$ 0.00** per Negative Test  
**\$35.00** per LAB TEST (Positive Results Only)
- Tobacco Fee:** All Cases  
**\$25.00** First Offense  
**\$50.00** Second Offense  
**\$100.00** Third Offense

Fee applications are determined on a CASE by CASE basis at the discretion of the Juvenile Department Director. Fees may be waived or modified with the Juvenile Court Judge's approval when applicable. All fees are US dollars.

**Planning Department Fee Schedule**

Land Partition and/or Replat	\$600.00
Property Line Adjustment	
Ministerial (no previous plat)	\$450.00
Property Line Adjustment by replat	\$600.00
Partition for Financial Purpose	\$450.00
Conditional Use Permits	
A. Conditional Use Permits	\$ 600.00
B. Conditional Use Permits for Energy Facilities	\$2,500.00
Additional Fee per Turbine	\$ 750.00
Fee Schedule Special Provisions will apply.	
C. Conditional Use Permits issued under MCZO 6.015	\$750.00
D. Aggregate (Industrial/Forest Use)	\$600.00
Variances	
Minor	\$300.00
Major	\$600.00
Hardship	\$600.00
Administrative Renewal	\$150.00
Zone Changes	\$1,500.00
Comprehensive Plan Amendment	\$1,500.00
A. Aggregate (Farmland) includes CUP	\$1,750.00
B. Aggregate Goal 5	\$2,000.00
Zoning Permit/Plot Plan Review/Site Plan Review	
A. Single Family Dwelling Unit & accessory uses	\$ 50.00
B. Multiple Family Dwelling Unit	\$25.00/unit
C. Farm and Forest Use (including cabins)	\$100.00
D. Commercial Uses	\$250.00
E. Industrial Uses	\$250.00
F. Met Towers	\$250.00
G. Airport Light Industrial Uses with Special Provisions	\$300.00
H. Cell Towers	
1. Maintenance/Replacement	No Charge
2. Upgrade of Equipment	\$250.00
3. Add to Height up to, but not 200'	\$250.00
4. Add to Height 200' and over	\$600.00
5. New Tower 200' and over	\$600.00
6. New Tower up to, but no 200'	\$450.00

**Attachment F (cont.)**

Farm Ag Exempt Permit (Recording Fee will be required)	\$150.00
Flood Plain Development Permit	\$250.00
Land Use Compatibility Statements	
A. Dwelling Unit with Zoning Permit	No Charge
B. Dwelling Unit without Zoning Permit (repairs, etc.)	\$ 25.00
C. Water Right or Fill/Removal Applications	\$ 50.00
D. Commercial/Industrial (air, stormwater, etc.)	\$100.00
E. DOGAMI Mining Permit	\$100.00
F. SHPO Archeological Permit	\$ 50.00
Environmental Assessment and Impact Reviews	\$ 75.00/hr
Site Development Review (Fee Schedule Special Provisions will apply)	\$600.00
Planned Unit Development	\$600.00
Additional for each lot or dwelling unit, whichever is greater (Maximum \$6,000.00)	\$40.00
Subdivision	\$600.00
Additional for each lot (Maximum \$6,000.00)	\$40.00
Preapplication Review (Land Partition, Subdivision, Conditional Use Permit, etc.) Required for Energy Facilities	\$100.00
Street/Road Dedication – Request not a part of a Subdivision	\$250.00
Street/Road Vacation	\$1,500.00
Change of Street/Road Name or New Street/Road Name	\$250.00
Appeal to Planning Commission	\$250.00
Cost of Transcript	\$75.00/hr
Appeal to County Court	\$250.00
Cost of Transcript	\$75.00/hr
Rural Address	\$200.00

**Attachment F (cont.)**

Publications

A.	Comprehensive Plan (free via email)	\$50.00
B.	Zoning Ordinance (free via email)	\$50.00
C.	Subdivision Ordinance (free via email)	\$25.00

Permit Extensions or Amendments (Fee Schedule Special Provisions may apply)

A.	Ministerial Extension	\$150.00
B.	Ministerial Amendment	\$250.00
C.	Planning Commission Extension	\$350.00
D.	Planning Commission Amendment	\$250.00

Remand Hearing \$600.00

Site Visit (per hour) \$75.00/hr

Map Fees See Attachment B

Code Enforcement Induced Application Penalty Double Fee  
Applications made to resolve Code Enforcement action will  
be subject to twice the normal Land Use Application fee.

Fee Schedule Special Provisions:

Certain projects require significantly more resources of the County to review than other projects. Examples include, but are not limited to, energy facilities, state or federal facilities, large scale developments, and projects with regional impact.

These projects involve more resources of the Planning Department and other county departments due to their complexity and their overall impacts on the community. The demands placed upon the Planning Department in effect jeopardize the ability of the Department to meet other obligations such as processing local applications and completing routine planning activities.

For these time consuming and large-scale projects that require excessive departmental resources to review, the Planning Director may require the applicant to sign a Memorandum of Agreement to compensate the County for actual costs incurred to complete the review of a project and process an application in a timely manner. Funds obtained through the Memorandum of Agreement may provide a means for the County to retain extra temporary personnel, or to cover other personnel, administrative, travel or material costs.

Therefore, if it is determined by the Planning Director at the time of initial application or at any time during the application process, that staff time and department costs to process a specific land use application will be significantly greater than that of other typical applications, the Planning Director may require an applicant to enter into a Memorandum of Agreement with the County which would establish a fee based upon actual staff time and departmental costs.

In terms of energy facility review, the Planning Director may require the applicant to

**Attachment F (cont.)**

sign a Memorandum of Agreement at the time after the Notice of Intent is filed with the Energy Facility Siting Council or the Department of Energy, or upon submittal of an application for local permits. If the State of Oregon Energy Facility Siting process, as date this ordinance becomes effective is superseded, the County shall continue to retain authority to require a Memorandum of Agreement for local review of energy facilities.

If an applicant refuse to enter into a Memorandum of Agreement or there is failure to negotiate an acceptable fee, the applicant may appeal the Planning Director's decision to the County Court for resolution. If the applicant and the County fail to reach an agreement, the application will not be processed.

NOTE: Regarding Environmental Assessment and Impact Reviews: We have found that the hours spent reading and researching these assessments are not only costly, but in fact, we wind up doing or supplying data used by consultants who, in turn, charge their clients for work we have done.

**Morrow County Health Department**  
**Fee Schedule**

**Laboratory**

Aptima Combination	\$ 14.00
Collection and Handling	\$ 5.00
HIV-1 Antibody	\$ 12.00
Injection Administration – First Injection	\$ 51.00
Injection Administration – Additional injections	\$ 14.00
KOH/Whiff	\$ 4.00
Pap Smear liquid base	\$ 16.00
Pap Smear	\$ 10.00
Pregnancy Test	\$ 7.00
UA/dipstick	\$ 3.00
Venipuncture	\$ 51.00
Wet Mount	\$ 4.00

**Visit Type**

Minor Visit - New Patient	\$ 70.00
Low Visit - New Patient	\$100.00
Moderate Visit - New Patient	\$157.00
Comprehensive Visit - New Patient	\$195.00
Minor Visit – Established Patient	\$ 40.00
Low Visit – Established Patient	\$ 68.00
Moderate Visit – Established Patient	\$101.00
Comprehensive Visit – New Patient	\$136.00



**Price List**

Anti-Fungal Cream	\$ 12.00
Condoms Latex-Free	\$ 1.00 each
Condom pack of 12	\$ 2.00
Cycle Beads	\$ 4.00
Depo Provera	\$ 28.00
Fluconazole	\$ 1.00
Implanon	\$383.00
Implanon insertion procedure	\$120.00
Implanon removal procedure	\$134.00
Implanon removal and insertion	\$214.00
Injection Administration - First Injection	\$ 51.00
Injection Administration – additional injections	\$ 14.00
IUD Mirena	\$360.00
IUD Paragard	\$200.00
IUD insertion procedure	\$ 70.00
IUD removal procedure	\$ 90.00
Metronidazole	\$ 3.00/tx of 14
Nuva Ring (each)	\$ 18.00
Oral Contraceptives/cycle	\$ 5.00
Ortho Evra Patch/3	\$ 15.00
Plan B	\$ 6.00

**Morrow County Health Department**  
**Oregon Immunization Program, Vaccine Costs by Dose for Billable Clients**  
**(Clinics Must Not Charge Higher Than Published Prices)**

VACCINE	CPT	CVX	MFG	Brand	PRICE PER DOSE
DTaP	90700	20	GSK	Infanrix	\$19.51
		106	SANOFI-PASTUER	Daptacel	\$21.85
		107	Not Specified		\$21.85
DTaP/HepB/IP	90723	110	GSK	Pediarix	\$68.22
DTaP/IPV	90696	130	GSK	Kinrix	\$47.55
		89	Not Specified		\$68.22
DTaP/IPV/Hib	90698	120	SANOFI-PASTUER	Pentacel	\$83.50
DT	90702	28	SANOFI-PASTUER	Pediatric DT	\$40.10
e-IPV	90713	10	SANOFI-PASTUER	IPOL	\$28.77
HBIG	90371	30	TALECRIS	HyperHep B S/D	Contact
Hep A	90633	83	GSK	Havrix	\$21.69
			MERCK	Vaqta	\$20.86
	90632	52	GSK	Havrix (Adult)	\$32.68
			MERCK	Vaqta (Adult)	\$32.56
	90730	85	Not Specified - Pediatric		\$21.69
Not Specified - Adult			\$32.68		
Hep B	90744	8	GSK	Engerix-B	\$16.67
			MERCK	Recombivax HB	\$14.76
	90746	43	GSK	Engerix-B	\$38.14
			MERCK	Recombivax HB	\$37.06
	90731	45	Not Specified - Pediatric		\$16.67
Not Specified - Adult			\$38.14		
Hep A/B	90636	104	GSK	Twinrix	\$62.61
HepB-Hib	90748	51	MERCK	Comvax*	\$43.52
Hib	90648	48	SANOFI-PASTUER	ActHIB	\$20.13
	90647	49	MERCK	PedVaxHIB	\$23.63
	90737	17	Not Specified		\$23.75
Men/Hib	90644	148	GSK	MenHibrix	\$23.63
HPV4	90649	62	MERCK	Gardasil	\$153.79
HPV9	90651	165	MERCK	Gardasil	\$170.63
HPV		137	Not Specified		\$170.63
eningococcal ACWY	90734	114	SANOFI-PASTUER	Menactra	\$109.66
		136	NOVARTIS	Menveo	\$ 97.73
	90733	32	SANOFI-PASTUER	Menomune	\$123.17
		108	Not Specified		\$123.17
Meningococcal B	90621	162	PFIZER	Trumenba	\$ 98.90
		90620	163	NOVARTIS	Bexsero
			164	Not Specified	
MMR	90707	3	MERCK	MMR II	\$62.73
MMR-V	90710	94	MERCK	ProQuad	\$179.88
Pneumo 23	90732	33	MERCK	PneumoVax 23	\$77.32
Pcv 13	90670	133	PFIZER	Prevnar 13	\$158.83
	90681	119	GSK	Rotarix	\$105.51

			<b>Attachment H</b>		<b>(Continued)</b>
<b>Rotavirus</b>	<b>90680</b>	<b>116</b>	<b>MERCK</b>	<b>RotaTeq</b>	<b>\$78.10</b>
		<b>122</b>	<b>Not Specified</b>		<b>\$105.51</b>
<b>Td</b>	<b>90714</b>	<b>113</b>	<b>SANOFI-PASTUER</b>	<b>Tenivac</b>	<b>\$24.22</b>
<b>Tdap</b>	<b>90715</b>	<b>115</b>	<b>GSK</b>	<b>Boostrix</b>	<b>\$34.13</b>
			<b>SANOFI-PASTUER</b>	<b>Adacel</b>	<b>\$33.70</b>
			<b>Not Specified</b>		<b>\$34.13</b>
<b>Varicella</b>	<b>90716</b>	<b>21</b>	<b>MERCK</b>	<b>Varivax</b>	<b>\$107.57</b>

Morrow County Public Works  
Fee Schedule

Transfer Stations

Pickup - \$2.20 per linear foot  
Racks over 1 ft. high – additional \$1.00 per linear foot

*8 ft. Pickup x \$2.20 = \$17.60 per load + racks over 1 ft. high = \$8.00 = \$25.60*  
*6 ft. Pickup x \$2.20 = \$13.20 per load + racks over 1 ft. high = \$6.00 = \$19.20*

½ Pickup box or less \$8.75 minimum.

Trailer - \$0.41 per square foot

*Example: 16' x 6' = 96 sq. ft. x \$0.41 = \$39.36*  
*16' x 8' = 128 sq. ft. x \$0.41 = \$52.48*  
*8' x 8' = 64 sq. ft. x \$0.41 = \$26.24*

32 gallon bag or equivalent - \$3.75 each

Sofa, Love Seat, Large Chair, Mattress	\$11.25
Refrigerator	\$16.25
Water Heater, Stove, Console TV, Dryer, Washer	\$ 8.75
Car tire w/o rim	\$ 6.25
Truck tire w/o rim	\$12.50
Tractor/Duplex	\$27.50
Grader Tire	\$51.25

**Morrow County Public Works**  
**Fee Schedule**

**Public Works**

**Public Works Photocopy Fees (Color or B&W)**

Size	8.5" x 11"	\$0.50
Size	8.5" x 14"	\$1.00
Size	11" x 17"	\$3.00
Size	17" x 22"	\$8.00
Size	22" x 34"	\$10.00
Size	30" x 42"	\$20.00
Size	34" x 44"	\$25.00

**Public Works Lamination Fees**

Maximum width 27"

3 Mil Per Sq Inch	\$0.05
5 Mil Per Sq Inch	\$0.11
10 Mill Per Sq Inch	\$0.26

**Public Works Print Fees (Color or B&W)**

From a file or PDF

8.5" x 11"	\$ 7.00
8.5" x 14"	\$ 9.00
11" x 17"	\$12.00
17" x 22"	\$13.00
22" x 34"	\$15.00
30" x 42"	\$20.00
34" x 44"	\$25.00

*Labor for custom products will result in a \$20.00/hour fee, minimum one-half hour.*

**Public Works Department**

Permits:

Road Approach site application – Commercial	\$125.00
Road Approach site application – Residential	\$ 50.00
Permit to Build on Right of Way	\$ 50.00
Utility Permit (Private Utility)	\$ 50.00
NO SPRAY Permit	\$ 25.00
Continuous Variance Permit (Over width/Over length Permit)	\$ 5.50

**Morrow County Public Works**  
**Fee Schedule**

**Airport**

Through The Fence ingress/egress per operator	\$10.00/month
Standard T-Hangar (\$1.25/sq ft)	\$120.00/month
Large End Hangar (\$1.25/sq ft)	\$400.00/month
Secured Vehicle Parking, with signed agreement	\$10.00/ month
Airport grounds site lease – Yearly (with 20 year signed Lease Agreement)	\$0.50/sq ft
Aviation Fuel - \$0.65/gal over Rack Price	
Utility Lease with new Ag site (with signed agreement)	\$175.00/mo

**Morrow County Public Works**  
**Fee Schedule**

**\*\*\*Parks do not accept Debit or Credit Cards on site.\*\*\***

**PARK FEES FOR ANSON WRIGHT PARK, CUTSFORTH PARK AND MORROW COUNTY  
OFF HIGHWAY VEHICLE PARK ALSO KNOWN AS OHV PARK**

*10% PROCESSING FEE (PF) automatically charged in addition to reservation fee.  
\$5.00 MODIFICATION/CANCELLATION FEE (MCF) automatically applied to any reservation  
request that is modified or cancelled – PF and MCF are NONREFUNDABLE.*

**Park Fees: for any single type of RV, tent, camper or vehicle (Unit)**

	<b>Per Day</b>	<b>Per Week</b>	<b>Per Month</b>
Cabins ◊* (OHV Park A Frame & 10x16)	\$45.00	\$315.00	\$ N/A
Cabins * (Anson Wright 14X14)	\$45.00	\$270.00	\$ N/A
Cabins ◊*† (Cutsforth 10x16)	\$45.00	\$315.00	\$ N/A
Juniper Cabin rental*†‡ (OHV Park 20X14)	\$80.00	\$480.00	\$ N/A
Full hook-ups (water, sewer, and electric)	\$21.00	\$126.00	\$462.00
Partial hook-up (water and electric)	\$18.00	\$108.00	\$396.00
Water only hook-up	\$15.00	\$90.00	\$330.00
Dry camp or primitive (Tent and/or RV)	\$12.00	\$72.00	\$265.00

*\*No running water inside of cabins. No bedding furnished. Propane NOT supplied for BBQ.*

*† Propane lighting and heating.*

*‡ Gas generator available for LIMITED electrical use.*

*◊ South Morrow Enterprise, LLC cabin*

*Seventh (7<sup>th</sup>) day free for all sites and county owned cabins.*

*Monthly rate valued at day fee multiplied by average of 22 days.*

**Each Site:**

Over five (5) people, up to a maximum of eight (8) people per paid site	\$1.00 per person
Extra vehicle (one included per site)	\$2.00 per day
Sewage dump fee (All parks)	\$10.00
Wood per rik	\$10.00
Water Registered Camper	FREE
Non Registered Camper	\$0.05 per gallon ( <i>charge due to upkeep of system</i> )
Cutsforth Park Horse Pens	\$3.00 per head per Day
4-H Building – Cutsforth Park	\$50.00 a <b>day</b> plus a \$50.00 one time nonrefundable cleaning deposit
Picnic Area – Cutsforth Park	\$25.00 per day (Reserved for large groups)
Gazebo – Anson Wright, Cutsforth	\$25.00 per Day (Reserved for large groups)
OHV Large Group Site	\$12.00 per Unit
Propane	\$3.00 per Gallon**
Propane tank - five (5) gallon rental	\$5.00 per Day, Nonrefundable \$10.00 deposit <i>Tank rental includes a five (5) gallon propane tank and one (1) refill</i>
OHV Helmet Rental	\$5.00 per Day, Refundable \$20.00 deposit

**Park Wedding/Reunion facilities rental (all camp sites, buildings and amenities) 50% off  
actually cost ONLY if renting the entire Park facilities.**

**\*\*Price subject to change without notice – due to market prices**

**Sheriff's Department**

Rural Addressing List: Contact Planning Department.

<u>Copies of Deputy Report</u>	\$ 15.00 for report
Supporting Documents with Report	\$ 0.25 per page
Supporting Photo Documents with Report	\$ 2.00 per page
Evidence Photo (per CD)	\$ 20.00
Copy of 911Recording (per CD)	\$ 20.00

Search Archives for any Reports or Documents that are 2 years + will include an additional fee of \$ 25.00

Serving summons, subpoena, citation, order, notice or similar documents, including small claims, or writ of execution, directed to not more than two different parties at the same address \$ 36.00

Directed to more than two different parties at the same address (each party) \$ 20.00

Any service involving travel in excess of 75 miles round trip, an additional fee will be billed and collected. Mileage measured from location where service is made to the Circuit Court \$ 40.00

Uniformed Security on Civil Enforcement Action \$50.00 1<sup>st</sup> hour.  
Thereafter, \$75.00 per hour per deputy.

Real Property

Real Property Sale Preparation	\$100.00
Conducting Sheriff's Sale	\$ 11.00
Post Notice of Sale on Property	\$ 36.00
Sheriff Statutory Enforcement Fee	\$ 70.00
Post Sale Administration	\$ 67.00
Folios	\$3.00 per 300 words

NSF Checks (Cash or Money Order Only) \$ 30.00

Non- Criminal Fingerprinting \$ 15.00

Court Ordered Fingerprinting (Cash or Money Order Only) \$ 15.00

Alarm System Penalties

1st False Alarm of the Month is **free**.  
for the remainder of the month each False Alarm will be \$ 50.00

Impounded Auto Administrative Fee \$ 60.00

Concealed Weapon Permit

New	\$ 65.00
Renewal	\$ 50.00
Duplicate	\$ 15.00

Handgun Proficiency class 'lab' fee \$ 10.00



**Code Enforcement Fee Schedule**

1. Dog Impound Fee
  - a. First Offense \$ 25.00
  - b. Second Offense \$ 50.00
  - c. Third and Additional Offenses \$100.00
  
2. Chronic Offender Penalties
  - a. Second Offense 10 percent
  - b. Future Offenses Additional 5 percent for each Offense

Chronic Offender Penalties would be percentage increases as a fee added to a citation. This fee may be added by either the Code Enforcement Officer or the Justice of the Peace.

Example:	Class A Violation	\$250.00
	Chronic Offender (10%)	<u>\$ 25.00</u>
	Total	\$275.00

**PAROLE & PROBATION FEE SCHEDULE**

<b><u>Supervision Fees:</u></b>	\$35 per month
<b><u>GPS Tracking Fee:</u></b>	\$15 day + \$20 one-time hook up fee
<b><u>Travel Permit Fee:</u></b>	\$5 each Out Of State permit
<b><u>Urine Testing Fee:</u></b>	\$50 for all positive results sent to LAB
<b><u>Fingerprinting Fee:</u></b>	\$15
<b><u>Interstate Compact Fees:</u></b>	\$180

**(\$50 of this goes to the Department of Corrections)**

**Community Service Fees**

Community Service Crews are available to work for local government agencies, state agencies and federal agencies.

**Full Crew:** **\$200.00 a day**  
Five (5) persons & supervision for an eight (8) hour work day. Includes breaks, lunch & travel time.

**Partial Crew:** **\$100.00 a day**  
Less than five (5) persons & supervision for an eight (8) hour work day. Includes breaks, lunch & travel time.

Fees		Mo. Co. A & T	Grant Co.	Umatilla Co.
Computer Print-Outs	(Black & White)	\$0.25 per page	\$0.25 per page	\$0.25 per page
Computer Print-Outs	(Color)	\$1.00 per page		
Photo Copies	(Black & White)	\$0.25 per page	\$0.25 per page	\$0.25 per page
Photo Copies	(Color)	\$1.00 per page		
Sales Prints	(Each)	\$5.00	\$0.50 per page	
Req. for Est. of Add'l Tax on Spec.Assmnt. Disq.		\$25.00		\$35.00
Sign Plats		\$80.00		\$50.00
Sale of Maps:				
18"X20"		\$3.00 each	\$2.50 each	\$5.00 each
Full Set		\$250.00		
North Only		\$150.00		
South Only		\$100.00		
8 1/2"x11"		\$0.50 each	\$0.50 each	
Full Set		\$75.00		
North Only		\$50.00		
South Only		\$25.00		
Mailing Documents:				
Cost of Information Per Above Fees				
+Handling Fee	(Per Account)	\$1.00	P & H \$2.50 min.	\$3.00
Faxing Documents:				
Cost of Information Per Above Fees				
+Handling Fee	(Per Account)	\$1.00	Fax or Email \$3.50	\$5 1st pg, \$1/ add.
Fax Fees for Non-County Business:				
Outgoing – 1st Page		\$3.00		
Each Additional Page		\$1.00		
Incoming	(Whole Fax)	\$2.00		
Emailing Documents:				
Cost of Information Per Above Fees				
+Handling Fee	(For Each Email)	\$1.00		
Certification Fee	(Per Page)	\$5.00		
Assessment & Tax NSF Checks Fee		\$20.00		\$25.00
Personal Property Warrant Fees		\$92.00		\$20 plus recording fee
Duplicate Tax Statement (On Orig. Green Paper)		\$5.00		
Assessment File		\$30.00		
Address List				
Emailed		\$30.00		
Computer Print	(Per Map Page)	\$5.00		
+Postage				
+Handling Fee		\$1.00		
Custom Reports	(Minimum Fee)	\$30.00		\$30 + .10/page

# GRANT COUNTY ASSESSOR'S OFFICE PRICE LIST

<u>MAPS &amp; SUPPLIES:</u>	<u>PRICE:</u>	<u>GOV'T RATE:</u>
18" x 20" Large Plat Maps .....	\$2.50 each	\$1.90 each
8.5" x 11" Area Copies of Plat Maps .....	\$0.50 each	
8.5" x 11" Plat Reduction Maps .....	\$0.50 each	
Complete Set of Plat Reduction Maps .....	\$60.00	
18" x 24" Copies/Surveys .....	\$2.50 each	\$1.90 each
18" x ?? Large Copies .....	\$1.25 per/ft	
36" x ?? Large Copies .....	\$ 1.75 per/ft	\$1.30 per/ft
8.5" x 11" Copies .....	\$0.25 each	
Sales Data Book Copies .....	\$0.50 each	
Computer Screen Prints .....	\$0.25 each	
Blank Flysheets .....	\$0.25 each	\$.20 each
Large Plat Map Dividers .....	\$0.50 each	
48" x 42" Code Area Maps .....	\$4.50 w/detail	
Small Tube Mailers .....	\$2.00 each	
Large Tube Mailers .....	\$3.00 each	
Certified Copy .....	\$3.75 per signature	
Assessment Roll Prints/Sales Prints .....	\$0.25 each	
<b>Postage &amp; Handling (Minimum)** .....</b>		<b>\$2.50</b>
<b>Fax/Email .....</b>		<b>\$3.50</b>

## ASSESSMENT ROLLS & FIRE PATROL ROLLS:

Assessment Rolls ..... \$0.25 per page      Fire Patrol Rolls ..... \$0.25 per page  
(Not including Personal or Utility Properties)

**\*\* POSTAGE & HANDLING WILL VARY DUE TO WEIGHT & SIZE OF PACKAGE.  
ANY SPECIAL REQUESTS OR LARGE ORDERS, SUCH AS ASSESSMENT ROLLS, COPIES OF MAPS, NEEDS TO BE SUBMITTED IN  
WRITING. THE REQUEST MUST INCLUDE DETAILS AS TO WHAT INFORMATION IS NEEDED. ANY REQUESTS REQUIRING  
RESEARCH WILL INCUR A PER HOUR WAGE COST.\*\***

Umatika

<b>ASSESSMENT FEES</b>		
<b>Section No.</b>	<b>Description</b>	<b>Fees</b>
§ 39.101	Application fee (Including low income housing, any other application for tax exemption or limitation, excluding veteran and disability filing)	\$200
	Application fee - enterprise zone	\$200 or 0.1% of qualified property investment value
§ 39.102	Church application filing - nonrenewal	\$50
§ 39.103	Calculation of disqualification of special assessed property	\$35
§ 39.104	Plat map review	\$50
§ 39.105	Cartography research, Map Work Labor (also graphics and desktop publishing). Does not include materials, which will charged in addition to labor charge.	\$75 per hour A minimum of ½ hour will be charged.
§ 39.106	Fax	\$5 first page, \$1 additional pages
§ 39.107	Computer reports	\$30 per hour plus \$0.10 per item
§ 39.108	Office research	\$30 per hour
§ 39.109	Computer printouts	\$0.25 per copy
§ 39.110	Postage and handling	\$3.00
§ 39.111	Copies	\$0.25 per page

(Ord. 94-20, passed 11-7-94; Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-04, passed 6-9-99; Ord. 2000-06, passed 6-7-2000; Ord. 2001-03, passed 6-6-2001; 2002-05, passed 6-5-2002; Ord. 2006-12, passed 5-3-2006; Ord. 2007-04, passed 3-19-2006; Ord. 2008-10, passed 6-20-2008; Ord. 2011-04, passed 7-6-2011; Ord. 2012-10, passed 6-20-12; Ord. 2016-07, passed 6-15-16)

**§ 39.120 TAXATION.**

<b>TAXATION FEES</b>		
<b>Section No.</b>	<b>Description</b>	<b>Fees</b>

Umatilla

<b>TAXATION FEES</b>		
§ 39.121	Office research	\$30.00 per hour
§ 39.122	Computer printouts	\$0.25 per copy
§ 39.123	Copies	\$0.25 per page
§ 39.124	Foreclosure cost fee	5% of total taxes and interest owed at time of publication
§ 39.125	Return check fee	\$25
§ 39.126	Manufactured structures title fee (LOIS)	\$55
	Administrative fee for manufactured structures titling	\$85
	Manufactured structure relocation fee	\$15
	Manufactured structure relocation fee (includes verification of tax signature)	\$20
§ 39.127	Personal property warrant fee	\$20 plus recording fees
§ 39.128	Foreclosed property list	\$15
§ 39.129	Real property foreclosure fee	\$50
	Unless property is redeemed on or after the date of ORS 312.125 notice is given	\$50 or the actual cost to the county for a title search and other expenses related to obtaining a title search

(Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Ord. 99-02, passed 2-17-99; Ord. 99-04, passed 12-29-1999; Ord. 2001-03, passed 6-6-2001; Ord. 2006-12, passed 5-3-2006; Ord. 2011-04, passed 7-6-2011; Ord. 2012-10, passed 6-20-12; Ord. 2015-04, passed 6-17-15; Ord. 2016-13, passed 12-21-15)

#### § 39.130 BOARD OF PROPERTY TAX APPEALS.

<b>BOARD OF PROPERTY TAX APPEALS FEES</b>		
<i>Section No.</i>	<i>Description</i>	<i>Fees</i>
§ 39.131	Copies	\$0.25 per page
§ 39.132	CD	\$5 per CD
§ 39.133	Research time	\$30 per hour
§ 39.134	Fax	\$2 first page, \$1 each additional page

Umatilla

## § 39.075 GEOGRAPHICAL INFORMATION SERVICES.

<b>GEOGRAPHICAL INFORMATION SERVICES FEES</b>		
<b>Section No.</b>	<b>Description</b>	<b>Fees</b>
§ 39.075	Plat map review	\$50
§ 39.076	Cartography research, Map Work Labor (also graphics and desktop publishing). Does not include materials, which will charged in addition to labor charge.	\$75 per hour A minimum of ½ hour will be charged.
§ 39.077	Office research	\$30 per hour
§ 39.078	Computer printouts	\$.25 per copy
§ 39.079	Postage and handling	\$3.00
§ 39.080	Copies	\$.25 per copy
§ 39.081	<p>Maps</p> <p>County Assessor's Tax Maps (18"x20") Digital file</p> <p>Custom Computer generated map</p> <p>Laser print copy 8½"x11" Bond 8½"x11" 24"x24" Larger sizes</p> <p>Aerial photo</p> <p>8½"x11 color copy 24"x24" Digital aerial photo data</p>	<p>\$5.00 each \$5 (\$10 minimum) plus \$2 (C.D.)</p> <p>\$2/page \$7 plus \$75/hour research fee \$5 plus \$75/hour research fee \$20 plus \$75/hour research fee \$8/square foot plus \$75/hour research fee</p> <p>\$5 each \$10 \$40/CD or \$350/set</p>

End Assessor's Office Comparison



PO Box 338-- Heppner, Oregon 97836  
(541) 676-5604 FAX (541) 676-9876

**County Clerk**  
Bobbi A. Childers Ext. 5601

March 15, 2017

Memo: Morrow County Clerk's Fee Schedule/Grant County Clerk and Umatilla County  
(no clerk)

Re: Information request on Fee Schedule

Dear Commissioners,

It was requested that I compare my fee schedule to Grant County Clerk and Umatilla County Clerk/or whoever is close to Morrow Counties schedule. I would ask that you remember that we are a service office, we provide services to better serve our citizens.

Grant County Comparisons: Morrow County Charges \$10.00 for the LCP and Grant is \$7.50. The copy fees must be countywide as our statute says \$.25 per page.

Umatilla County Comparisons: Their marriage application fee is \$10.00 more, but this is a fee that goes to Circuit Court for Divorce Mediation.

Their waiver fee is \$10.00 less but they do not do these very often, they send their people to Morrow County for them.

Passport Fee: Ours are \$3.00 less

Public Notary fee: Ours are \$5.00 less

Deed recording: \$46.00 us and \$49.00 them I don't know what their ORD fee of \$8 is for

Mortgages: Same

Plats: Ours are more, we have a much smaller population and higher costs associated with them.

Election fees: Precincts they charge \$20. I charge \$.25 for the copy

Computer research...we don't do research and if we did we would look at the county fee.

If we do election research it's a location fee and per page charge of \$.25

Electronic Voter list: we use the State fee Schedule.

Regards,

A handwritten signature in cursive script that reads "Bobbi Childers".

Bobbi Childers  
Morrow County Clerk

The following are fees associated with County Clerks

## 2015 ORS 205.320<sup>1</sup>

### Fees collected by county clerk

#### • use of portion of certain fees

- Text
- News
- Annotations
- Related Statutes

(1) In every county there shall be charged and collected in advance by the county clerk, for the benefit of the county, the following fees, and no more, for the following purposes and services:

(a) For filing and making entry when required by law of any instrument required or permitted by law to be filed, when it is not recorded, \$5 for each page.

(b) For filing and making entry of the assignment or satisfaction of any filed, but not recorded, instrument, \$5 for each page.

(c) For each official certificate, \$3.75.

(d)(A) For recording any instrument required or permitted by law to be recorded, \$5 for each page, but the minimum fee shall not be less than \$5. As used in this subparagraph, "page" means one side of a sheet 14 inches, or less, long and 8-1/2 inches, or less, wide.

(B) For supplying to private parties copies of records or files, not more than \$3.75 for locating a record requested by the party and 25 cents for each page. As used in this subparagraph, "page" means one side of a sheet 14 inches, or less, long and 8-1/2 inches, or less, wide.

(C) For each official certificate, \$3.75.

(e) For taking an affidavit for and making and issuing a marriage license and registering the return of the license, or for taking an affidavit for and registering a Declaration of Domestic Partnership, \$25.

(f) For solemnizing a marriage under ORS 106.120 (Who may solemnize marriage), \$105. This paragraph does not require that the county clerk charge a fee for solemnizing a marriage after normal working hours or on Saturdays or legal holidays. This paragraph



does not prohibit a county clerk from charging and accepting a personal payment for solemnizing a marriage if otherwise authorized by ORS 106.120 (Who may solemnize marriage).

(g) For taking and certifying acknowledgment or proof of execution of any instrument, the fee established in the schedule adopted by the Secretary of State under ORS 194.400 (Fees for notarial acts).

(h) For issuing any license required by law, other than a marriage or liquor license, and for which no fee is otherwise provided by law, \$5.

(i) For any service the clerk may be required or authorized to perform and for which no fee is provided by law, such fees as may favorably compare with those established by this section for similar services and as may be established by order or rule of the county court or board of county commissioners.

(j) For recording any instrument under ORS 205.130 (Recording duties of county clerk) (2), as required by ordinance pursuant to ORS 203.148 (Public Land Corner Preservation Fund).

(k) In addition to and not in lieu of the fees charged under paragraph (d) of this subsection, for each additional municipal assessment lien recorded under ORS 93.643 (Method of giving constructive notice of interest in real property), \$5.

(L) In addition to and not in lieu of the fees charged under paragraph (d) of this subsection, for each additional assignment, release or satisfaction of any recorded instrument, \$5.

(m) In addition to and not in lieu of the fees charged under paragraph (d) of this subsection, for each additional transaction described under ORS 205.236 (Labeling of instrument to be recorded), \$5.

(n) In addition to and not in lieu of the fees charged under paragraph (d) of this subsection, for each additional lien recorded under ORS 311.675 (Recording liens), \$5.

(o) For preparing and recording the certificate under ORS 517.280 (Certificate of ownership), \$20 or such other fee that is established by the county governing body.

(p) In addition to and not in lieu of the fees charged under paragraph (d) of this subsection, for each additional claim listed on an affidavit of annual compliance under ORS 517.210 (Recording affidavit of annual compliance), \$5.

(q) In addition to and not in lieu of the fees charged under paragraph (d) of this subsection, for each additional name listed on a cooperative contract under ORS 62.360 (Recording cooperative contracts) (2) or for recording the termination of a cooperative contract under ORS 62.360 (Recording cooperative contracts) (4), \$5.

(2) Notwithstanding any other law, five percent of any fee or tax that is not collected for the benefit of the county clerk shall be deducted from the fee or tax. The moneys deducted shall be expended for acquiring storage and retrieval systems, payment of expenses incurred in collecting the fee or tax and maintaining and restoring records as authorized by the county clerk. Moneys collected under this subsection shall be deposited in a county clerk records fund established by the county governing body. No moneys shall be deducted under this subsection from:

(a) Fees collected for the Domestic Violence Fund under ORS 106.045 (Fee for marriage license).

(b) Fees collected for conciliation services under ORS 107.615 (Fees to support services).

(c) Real estate transfer taxes enacted prior to January 1, 1998.

(d) Fees collected under ORS 205.323 (Additional fees for recording certain instruments) for the Oregon Land Information System Fund.

(e) Fees collected under ORS 205.323 (Additional fees for recording certain instruments) (1)(c) for the housing-related programs listed in ORS 294.187 (County Assessment and Taxation Fund) (2)(b). [Amended by 1957 c.359 §1; 1965 c.619 §38; 1971 c.621 §25; 1975 c.607 §24; 1979 c. 724 §6; 1979 c.833 §25; 1981 c.835 §13; 1981 s.s. c.3 §98; 1983 c.393 §24; 1985 c.582 §6; 1987 c.469 §2; 1987 c.586 §35; 1989 c.976 §35; 1991 c.230 §17; 1997 c.253 §1; 1999 c.654 §22; 2001 c.713 §3; 2003 c.565 §2; 2007 c.99 §14; 2009 c.18 §1; 2013 c.219 §57; 2015 c.27 §22; 2015 c.168 §3]

In addition to and not in lieu of the fees charged and collected under ORS 205.320 (Fees collected by county clerk) and other fees, the county clerk shall charge and collect the following fees for the recording or filing of any instrument described in ORS 205.130 (Recording duties of county clerk):

(a) A fee of \$1, to be credited as provided in subsection (4)(a) of this section;

(b) A fee of \$10, to be credited as provided in subsection (4)(b) of this section; and

(c) A fee of \$20, to be credited as provided in subsection (4)(c) of this section.

(2) Subsection (1) of this section does not apply to the recording or filing of the following:

(a) Instruments that are otherwise exempt from recording or filing fees under any provision of law;

(b) Any satisfaction of judgment or certificate of satisfaction of judgment; or

(c) Internal county government instruments not otherwise charged a recording or filing fee.

(3) Subsection (1)(c) of this section does not apply to the recording or filing of:

(a) Instruments required under ORS 517.210 (Recording affidavit of annual compliance) to maintain mining claims;

(b) Warrants issued by the Employment Department pursuant to ORS 657.396 (Alternative remedies for collection of amounts liable to be repaid), 657.642 (Alternative remedies for collection of taxes, interest and penalties) and 657.646 (Use of warrant to collect amount of judgment); or

(c) A certified copy of a judgment, a lien record abstract as described in ORS 18.170 (Form for lien record abstract) or a satisfaction of a judgment, including a judgment noticed by recordation of a lien record abstract.

(4) Of the amounts charged and collected under this section:

(a) The recording or filing fee charged and collected under subsection (1)(a) of this section must be deposited and credited to the Oregon Land Information System Fund established under ORS 306.132 (Oregon Land Information System Fund).

(b) The recording or filing fee charged and collected under subsection (1)(b) of this section shall be credited as follows:

(A) Five percent of the fee must be credited for the benefit of the county;

(B) Five percent of the fee must be credited for the benefit of the county clerk for the purposes described in ORS 205.320 (Fees collected by county clerk) (2); and

(C) 90 percent of the fee must be credited to and deposited in the County Assessment and Taxation Fund created under ORS 294.187 (County Assessment and Taxation Fund).

(c) The recording or filing fee charged and collected under subsection (1)(c) of this section must be credited to and deposited in the County Assessment and Taxation Fund created under ORS 294.187 (County Assessment and Taxation Fund).

(5) The Department of Revenue is exempt from paying the fee under subsection (1)(c) of this section. [1989 c.796 §15; 1999 c.701 §3; 1999 c.788 §61; 1999 c.803 §8; 2001 c.501 §10; 2001 c.713 §5; 2009 c.18 §2; 2013 c.646 §1; 2015 c.27 §23]

**2015 ORS 205.323<sup>1</sup>**

# Additional fees for recording certain instruments

- ) In addition to and not in lieu of the fees charged and collected under ORS 205.320 (Fees collected by county clerk) and other fees, the county clerk shall charge and collect the following fees for the recording or filing of any instrument described in ORS 205.130 (Recording duties of county clerk):
  - (a) A fee of \$1, to be credited as provided in subsection (4)(a) of this section;
  - (b) A fee of \$10, to be credited as provided in subsection (4)(b) of this section; and
  - (c) A fee of \$20, to be credited as provided in subsection (4)(c) of this section.
- (2) Subsection (1) of this section does not apply to the recording or filing of the following:
  - (a) Instruments that are otherwise exempt from recording or filing fees under any provision of law;
  - (b) Any satisfaction of judgment or certificate of satisfaction of judgment; or
  - (c) Internal county government instruments not otherwise charged a recording or filing fee.
- (3) Subsection (1)(c) of this section does not apply to the recording or filing of:
  - (a) Instruments required under ORS 517.210 (Recording affidavit of annual compliance) to maintain mining claims;
  - (b) Warrants issued by the Employment Department pursuant to ORS 657.396 (Alternative remedies for collection of amounts liable to be repaid), 657.642 (Alternative remedies for collection of taxes, interest and penalties) and 657.646 (Use of warrant to collect amount of judgment); or
  - (c) A certified copy of a judgment, a lien record abstract as described in ORS 18.170 (Form for lien record abstract) or a satisfaction of a judgment, including a judgment noticed by recordation of a lien record abstract.
- (4) Of the amounts charged and collected under this section:
  - (a) The recording or filing fee charged and collected under subsection (1)(a) of this section must be deposited and credited to the Oregon Land Information System Fund established under ORS 306.132 (Oregon Land Information System Fund).
  - (b) The recording or filing fee charged and collected under subsection (1)(b) of this section shall be credited as follows:
    - (A) Five percent of the fee must be credited for the benefit of the county;
    - (B) Five percent of the fee must be credited for the benefit of the county clerk for the purposes described in ORS 205.320 (Fees collected by county clerk) (2); and
    - (C) 90 percent of the fee must be credited to and deposited in the County Assessment and Taxation Fund created under ORS 294.187 (County Assessment and Taxation Fund).
  - (c) The recording or filing fee charged and collected under subsection (1)(c) of this section must be credited to and deposited in the County Assessment and

Taxation Fund created under ORS 294.187 (County Assessment and Taxation Fund).

- (5) The Department of Revenue is exempt from paying the fee under subsection (1)(c) of this section. [1989 c.796 §15; 1999 c.701 §3; 1999 c.788 §61; 1999 c.803 §8; 2001 c.501 §10; 2001 c.713 §5; 2009 c.18 §2; 2013 c.646 §1; 2015 c.27 §23]

# Morrow County Clerk's Fee Schedule

January, 2017-All Fees must be paid in advance no debit or credit cards accepted.

**Morrow County requires a 3" X 2" block of space on the first page of all documents for the recording sticker. Only original documents or certified copies of the original can be recorded. All recording fees are required to be paid at the time of recording.**

**Recording:**

**Deed and Mortgage Records** (Warranty Deed, Bargain and Sale Deed, Certificate of Death, Easement, Power of Attorney (must involve real property), Leases, Reconveyances, Satisfactions, etc.) **\$46.00 first page and \$5.00 per each additional page**  
**Lien Record** (not mortgage or UCC) **\$36.00 first page and \$5.00 each additional page**

Type	Recording	LCP	A&T	OLIS	HAT	Total
<b>Deeds</b>	<b>\$5.00</b>	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$1.00</b>	<b>\$20.00</b>	<b>\$46.00</b>
<b>Mortgages</b>	<b>\$5.00</b>	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$1.00</b>	<b>\$20.00</b>	<b>\$46.00</b>
<b>Liens</b>	<b>\$5.00</b>	<b>--</b>	<b>\$10.00</b>	<b>\$1.00</b>	<b>\$20.00</b>	<b>\$36.00</b>

LCP – Land Corner Preservation Fund      A&T – Assessment & Taxation Fund  
 OLIS – Oregon Land Information System      HAT – Housing Alliance Tax

The above fee chart represents the cost for recording a one page, one transaction document. \*Multiple transactions are \$5.00 per additional transaction and multiple pages are \$5.00 per additional page. Documents submitted with insufficient fees will be returned **unrecorded**.

**Non-Standard Document Fee ORS 205.327      \$20.00**

**\*Two or More transactions (titles) ORS 205.236      \$5.00 per title**  
 Documents describing more than one transaction (dual titled) example: Substitution of Trustee and full reconveyance. (2 titles). Any document that can stand on its own is a title. Each additional instrument or transaction number being assigned, released or satisfied will be charged and additional \$5.00(all document types).

**Partition Plat - 3 lots or less      \$161.00**  
 All Plats, if more than one (1)  
 Mylar page, additional per page cost of      \$ 5.00

**Subdivision – BASE FEE      \$131.00**  
**20 lots or less PLUS BASE FEE      \$100.00**  
**21 Through 29 PLUS BASE FEE      \$150.00**  
**30 Through 49 PLUS BASE FEE      \$200.00**  
**50 through 74 PLUS BASE FEE      \$250.00**  
**75 through 100 PLUS BASE FEE      \$300.00**  
**Over 100 lots PLUS BASE FEE      \$350.00**

All Subdivisions, if more than one (1) Mylar page, additional per page cost \$5.00

**MINIMUM STANDARDS FOR INSTRUMENTS TO BE RECORDED:**  
 ORS 205.232 Instruments must be printed on sheets of paper not larger than 14 inches long and 8 ½ inches wide with text printed or written in 8-point type. The paper must be of sufficient quality for recording photographically. A Non-standard fee of \$20.00 will be charged if not in compliance.

\*ORS 205.234 Requirements for first page of instruments to be recorded; cover sheet. **First page shall contain at least:**

1. names of transactions
2. names of parties (grantor, grantee, etc)
3. names and address where document is to be returned
4. name and address where tax statement is to be sent (where required)
5. consideration paid (where required)
6. for lien records, information required by ORS 205.125 (1c & e)

\* If your document does not meet the requirements above, you will need to add a cover sheet filled out completely with all the pertinent information pertaining to the document being recorded. This will be part of the page count and considered the first page.

**A non standard fee will be applied to all Trust Deed, Deed of Trust if the words "Lender is Beneficiary" does not appear on the first page of instrument.**

**RE-RECORDINGS: Treated as a new document all recording fees apply**

1. An instrument that has been previously recorded may be rerecorded to make corrections in the original instrument.
2. The county clerk shall record an instrument presented for rerecording as provided in subsection (1) of this section. The corrected instrument need not be acknowledged again. The person presenting the instrument for rerecording shall cause a rerecording certificate to be affixed to the first page of the instrument or to a cover sheet authorized by ORS 205.234 (2) added as a new first page to the instrument. The rerecording certificate shall contain the words "RERECORDED AT THE REQUEST OF \_\_\_ TO CORRECT\_\_\_, PREVIOUSLY RECORDED IN BOOK \_\_\_ AND PAGE\_\_\_, OR AS FEE NUMBER\_\_\_."
3. A certified copy of a recorded instrument **may not** be altered for the purpose of correcting the original instrument. The person presenting the instrument may present an unaltered certified copy of the recorded instrument when it is attached to a cover sheet authorized by ORS 205.234 (2). The cover sheet must contain the rerecording certificate described in subsection (2) of this section. The re-recorded document may include attachments identified on the cover sheet that are necessary to make the corrections.

**License Fees**

Marriage License	<b>\$50.00</b>
Duplicate Ceremonial Certificate	<b>\$5.00</b>
Duplicate Marriage License	<b>\$10.00</b>
Marriage affidavit of correction	<b>\$10.00</b>
Certified Copy	<b>\$7.75 additional copies if purchased at same time \$4.00 each</b>

**Public Record Fees:**

Location	<b>\$3.75</b>
Certification	<b>\$3.75</b>
Photo Copy	<b>\$ .25 per page/image</b>
Filing fee (not recorded)	<b>\$5.00</b>
List of Registered Voters	<b>\$3.75 + 12.50 Set up fee + \$ 0.25 per image</b>
All sent images (FTP, email, etc.)	<b>\$3.75 Location; per image \$0.25</b>
Fax fee	See County Schedule
Abstracts-Election Results	<b>\$3.75 Location; per image \$0.25</b>

**Service Fees:**

Death Certificate: <i>first 6 months after death only</i>	<b>\$25.00 first record, \$20.00 all additional (same day purchase)</b>
In county deaths only: all others go to Oregon Vital Records	
Notary Acts	<b>\$5.00 first Notary act \$1.00 per additional notarizations (No charge to documents being recorded in the clerks records)</b>
Marriage Ceremony (in office)	<b>\$105.00</b>
Passport Acceptance Processing Fee	<b>\$25.00</b>
Passport Pictures	<b>\$10.00</b>
Book (16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	<b>\$110.00 Valid for 10 years</b>
Book (15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	<b>\$80.00 Valid for 5 years</b>
Card (16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	<b>\$30.00 Valid for 10 years</b>
Card (15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	<b>\$15.00 Valid for 5 years</b>
Expedite Fee CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)	<b>\$60.00 per application (mailing envelopes extra)</b>
Information on Passports go to	<b>travel.state.gov</b>

## RECORDING & COPY FEES

### RECORDING:

DEED	\$43.50 first page; \$5.00 each additional page
MORTGAGE	\$43.50 first page; \$5.00 each additional page
DEATH CERTIFICATE	\$43.50 only use <b>short form if death occurred after 01/01/2014</b> \$48.50 if long form and 2 pages
SATISFACTION	\$43.50 first page; \$5.00 each additional page
ADDITIONAL FEES	more than one title or Document # referenced \$5.00 each additional
NON-CONFORMITY FEE	\$20.00
NOTICE OF LOCATION	\$43.50 first page; \$5.00 each additional page; one mine per document
PROOF OF LABOR	\$23.50 first page; \$5.00 each additional page; \$5.00 each additional mine listed after the 1 <sup>st</sup> one
PLATS	\$45.00 3 lots or less; \$5.00 each additional parcel

### COPIES:

SEARCH FEE	\$3.75
LEGAL/LETTER	25¢ per side copy machine; 50¢ per page microfilm
LEDGER	50¢ per side
COLOR	\$1.35 per side
SELF SERVE:	
COPY MACHINE	25¢ per page
MICROFILM	50¢ per page
CERTIFIED DOCUMENT	\$3.75 + search fee + per page cost as indicated above



# Grant County

Title	Recording per page	LCP	A&T	OLIS	HAT	Total
Deed	\$ 5.00	\$ 7.50	\$ 10.00	\$ 1.00	\$ 20.00	\$ 43.50
Mortgage	\$ 5.00	\$ 7.50	\$ 10.00	\$ 1.00	\$ 20.00	\$ 43.50
Lien	\$ 5.00		\$ 10.00	\$ 1.00	\$ 20.00	\$ 36.00
2 or more transactions	Additional \$5.00 per transaction					

# Umatilla County

## **39.011 FEES - GENERAL.**

### ***COUNTY RECORDS -- FEE SCHEDULE***

Per printed page instrument (ORS 205.320) \$5  
Additional fee for non-standard document (ORS 205.232) \$20  
Each additional transaction embodied in one document  
(ORS 205.320)  
\$5  
Assessment and taxation fee (document conveys interest in  
real property) (ORS 205.320)  
\$10  
Public Land Corner Preservation Fund fee (ORS 203.148) \$10  
Oregon Land Information Fee (OLIS) \$1  
2006  
3-56

### ***COUNTY RECORDS -- FEE SCHEDULE***

Oregon Housing-Related Fee (ORS 205.323(1)(c)) \$20  
Geographic Information Services Fee (GIS) (All  
instruments except for liens, military discharges,  
satisfaction of judgments, federal documents, and other  
documents not usually charged a recording fee)  
\$8  
Certification \$3.75  
Certified copy of marriage certificate \$7.75  
Copies \$.25 per page  
Copies - 11x17 \$.50 per page  
Copies - 17x24 Plat \$8 per page  
Copiers - Electronic \$.25 per page - \$1 minimum  
Computer research \$30 per hour  
Electronic or on-line payments Transaction Fee Cost  
Fax charge \$2 for first page (\$1 each  
additional page)  
Marriage license \$67.75  
Marriage License Waiver of three days waiting period \$10  
Marriage License Application/Record Amendment Fee \$25  
Passport Photographs - 2 \$13  
Public notary fee \$10  
Search Fee to Locate Document \$3.75  
Social gaming license \$100/table  
Fees listed are first page recording fees. Add \$5 for each additional page (ORS 205.320).  
(Ord. 94-20, passed 11-7-94; Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-02,  
passed  
2-17-99; Ord. 99-14, passed 12-29-1999; Ord. 2001-03, passed 6-6-2001; Ord. 2009-04, passed  
6-17-  
09; Ord. 2010-02, passed June 2, 2010; Ord. 2012-10, passed 6-20-12; Ord. 2014-03, passed 6-  
18-14;  
Ord. 2015-04, passed 6-17-15; Ord. 2016-07, passed 6-15-15)

## **§ 39.012 DEEDS.**

2006

Per page fee (\$5/page) plus \$31 (ORS 205.323) plus \$10 (ORS 203.148) plus \$8.  
 (Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-02,  
 passed 2-17-99; Ord. 99-14, passed 12-29-1999; Ord. 2012-10, passed 6-20-12; Ord. 2015-04,  
 passed  
 6-17-15)

**§ 39.013 MORTGAGES AND OTHER SIMILAR LIENS**

Per page fee (\$5/page) plus \$31 (ORS 205.323) plus \$10 (ORS 203.148).  
 (Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-02,  
 passed 2-17-99; Ord. 99-14, passed 12-29-1999; Ord. 2015-04, passed 6-17-15)

**§ 39.014 MILITARY DISCHARGES.**

***MILITARY DISCHARGE***

***Description Fee***

Discharge records (If Umatilla  
 County resident)

None

Discharge records (If non-  
 Umatilla County resident)

\$16

Certified copies of discharge  
 records

None

(Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Am. Ord.  
 99-02,

passed 2-17-99; Ord 99-14, passed 12-29-1999)

**§ 39.015 PLATS; PARTITIONS.**

For recording and indexing any plat, the Records Office in whose office the deed records of the  
 county are kept shall collect the following fees (ORS 205.320):

***PLATS; PARTITIONS***

***Description Fee***

Subdivision plats containing 20 lots or less \$78

Subdivision plats containing over 20 lots and less than 30  
 lots

\$83

2006

3-58

***PLATS; PARTITIONS***

***Description Fee***

Subdivision plats containing over 30 lots and less than 50  
 lots

\$88

Subdivision plats containing over 50 lots and less than 75  
 lots

\$93

Subdivision plats containing more than 75 lots and less than 101 lots

\$98

Subdivision plats containing over 100 lots \$103 (In addition, the Records Officer shall charge

\$0.50 per lot for all lots over 100)

Partition plats \$78

Cemetery plat or replat \$78 + \$.05/lot or gravesite

Condominium plat recording/filing \$78 + \$5/page

(Ord. 94-20, passed 11-7-94; Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-02, passed

2-17-99; Ord 99-14, passed 12-29-1999; Ord. 2003-07, passed 6-18-2003; Ord. 2006-12, passed 5-3-

2006; Ord. 2015-04, passed 6-17-15)

**§ 39.016 [Section Deleted]**

(Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-14,

passed 12-29-1999; Ord. 2009-04, passed 6-17-2009)

**§ 39.017 [Section Deleted]**

(Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Am. Ord. 99-02,

passed 2-17-99; Ord. 99-14, passed 12-29-1999; Ord. 2009-04, passed 6-17-2009)

**§ 39.018 LIENS.**

Per page fee (\$5/page) plus \$31 (ORS 205.323).

2006

3-59

(Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Am. Ord. 99-02,

passed 2-17-99; Ord. 99-14, passed 12-29-1999; Ord. 2015-04, passed 6-17-15)

**§ 39.019 DOMESTIC PARTNERSHIPS.**

***DOMESTIC PARTNERSHIPS FEES***

***Description Fees***

Domestic Partnership \$60

(Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Am. Ord. 99-02,

passed 2-17-99; Ord. 99-14, passed 12-29-1999; Ord. 2008-03, passed 2-6-08)

**§ 39.020 [Section deleted].**

**§ 39.021 [Section deleted]**

(Ord. 94-20, passed 11-7-94; Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-14, passed

12-29-1999; Ord. 2001-03, passed 6-6-2001)

**§ 39.022 [Section deleted]**

(Ord. 94-20, passed 11-7-94; Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-14, passed

12-29-1999; Ord. 2001-03, passed 6-6-2001)

**§ 39.023 [Section deleted]**

(Ord. 94-20, passed 11-7-94; Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord. 99-14, passed 12-29-1999; Ord. 2001-03, passed 6-6-2001)

**§ 39.024 [Section deleted]**

(Ord. 99-14, passed 12-29-1999; Ord. 2001-03, passed 6-6-2001; Ord. 2016-07, passed 6-15-16)

**§ 39.030 ELECTIONS.**

2006

3-60

***ELECTIONS FEES***

***Section No. Description Fees***

§ 39.031 Copies \$0.25 per page

§ 39.032 Maps Rural Precinct \$20

City \$20

Livestock \$0.25/page

§ 39.033 Computer research \$60 per hour

§ 39.034 Office research \$40 per hour

§ 39.035 Certified Mail \$6

§ 39.037 Postage and handling \$5

§ 39.038 Fax \$5 + \$1/page

§ 39.039 Electronic Voter List \$25 + \$.025 per 100 voters

(Ord. 94-20, passed 11-7-94; Am. Ord. 95-08, passed 10-4-95; Am. Ord. passed - -96; Ord.

2006-18,

passed 11-21-2006; Ord. 2009-04, passed 6-17-2009; Ord. 2010-02, passed 6-2-2010; Ord. 2011-

04,

passed 7-6-2011; Ord. 2015-04, passed 6-17-15)

§

**Roberta Lutcher**

---

**From:** Tom Meier  
**Sent:** Monday, March 06, 2017 2:49 PM  
**To:** Jerry Sorte  
**Cc:** Roberta Lutcher  
**Subject:** Re: Fee Comparisons with Umatilla and Grant Counties  
**Attachments:** Image (942).jpg; Image (943).jpg; Image (944).jpg; Fee Schedule Order-2016-7.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Purple Category

Jerry:

Grant County only replied with one fee for supervision fees, I'll attach below. I also got one from Baker County because that county compares closest to Morrow in so many juvenile areas (0-17 population, referrals, etc....). I'll attach theirs as well as Umatilla County's and ours will be changing some next year owing to Circuit Court. Actually my request of Todd got him to thinking they probably weren't doing enough by way of fees.

Tom, formal accountability is a one-time \$15. Formal probation is \$30, one time.

Is this what you were after?

Todd McKinley  
Director  
Grant County Community Corrections  
W.541.575.1743  
C.541.620.0937

Tom Meier-Director  
Morrow County Juvenile Department  
Heppner Office: [\(541\) 676-5642](tel:5416765642)  
Boardman Office: [\(541\) 481-2112 X5454](tel:5414812112X5454)  
[tmeier@co.morrow.or.us](mailto:tmeier@co.morrow.or.us)  
<http://www.co.morrow.or.us/juvenile>

**The information contained in this e-mail transmission from the Morrow County Juvenile Department contains information which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of action in reliance on the contents of this e-mail violates Human Resources policy. If you have received this e-mail in error, please immediately notify us by telephone so that we can arrange for the e-mail deletion and appropriate transmission of this message.**

# Baker County

Certified Copies	\$3.50	S
Writs of Execution or Garnishment	\$20.00	S
Copies of Records per page	\$ .25	S
Costs in Criminal Cases when there has been a conviction	\$5.00	S
Upon Forfeiture of Security or Bail on Criminal Cases	15%	S
Official Certificate	\$10.00	S
FED	Plaintiff Filing Fee: \$79.00	S
	Plaintiff Filing Fee if commercial or non-residential: \$90.00	S
	Defendants answer fee to contest: \$79.00	S
NSF Check Fee	\$50.00	
Suspension Fee for Unpaid Traffic Citations	25% of presumptive fine amount not to exceed \$250.00 \$15.00 for every suspension	S
Visa Fee	3.4% Convenience fee charge by BancardPoint & Pay	
<b>Juvenile Department</b>		
Probation Supervision Fee	Up to \$100.00	S: ORS 419C.449
E-Cigarette/Vaping Violation	1 <sup>st</sup> Offense \$50.00 <del>\$25.00</del> for education course	
Theft Talk Course	<del>\$20.00</del> <del>\$25.00</del>	
Expunction Fee	\$50.00	
Positive UA Fee	\$10.00 per positive UA	
Electronic Monitoring	\$15.00 hook up fee, <del>\$5</del> day standard unit, \$12/day of monitoring for GPS unit	
Detention	<del>\$1.00</del> \$5.00 per day	
Tobacco Violation	1st Offense: \$50 <del>\$25.00</del> for education course	
Curfew Violation	\$25.00 per offense	
Runaway Offense	\$25.00 per offense	
Bike Helmet Infraction	\$25.00 per offense after 1st warning	
NSF Check Fee	\$25.00	

§ 39.780 YOUTH SERVICES.

YOUTH SERVICES FEES		
Section No	Description	Fees
§ 39.781	Detention fee	\$130 per day
§ 39.782	Alcohol possession/Less than 1 ounce Marijuana diversion fees: Referrals involving the use or abuse of alcohol/marijuana: First offense Second offense Third offense With each subsequent referral - increase in fee of \$100 per drug and alcohol referral	   \$100 \$200 \$300
§ 39.783	Robocuff GPS Monitoring S.C.R.A.M. Monitoring (bracelet and modem)	\$5/day \$15/day \$15/day
§ 39.784	Supervision fee Deferred Disposition/Formal court probation Formal accountability agreement Diversion agreement Fee is assessed on each judgment and disposition and agreement	\$200  \$150 \$75
§ 39.785	Urinalysis - positive test Urinalysis - negative test	\$25 \$15

(Ord. 94-20, passed 11-7-94; Ord. 95-08, passed 10-4-95; Ord. 2000-06, passed 6-7-2000; Ord. 2001-03, passed 6-6-2001; Ord. 2002-05, passed 6-5-2002; Ord. 2003-07, passed 6-18-2003; Ord. 2004-10, passed 6-2-2004; Ord. 2006-12, passed 5-3-2006; Ord. 2007-06, passed 6-6-2007; Ord. 2008-04, passed 2-20-2008; Ord. 2009-03, passed May 27, 2009; Ord. 2009-04, passed 6-17-2009; Ord, 2010-02, passed 6-2-2010; Ord. 2011-04, passed 7-6-2011; Ord. 2014-03, passed 6-18-14)



**Fees and Assessment Schedule**  
**Morrow County Juvenile Department**

**Supervision Fee:** **\$10.00 PER MONTH** while on Probation.  
Formal Court Probation Cases Only.

**PV-Filing Fee:** **\$100.00** per revocation of probation.  
Formal Court Probation Cases Only

~~**CAF:** **\$65.00** Court Assessment Fee (one time per court appearance)  
Formal Court Probation Cases Only.~~

~~**Offense Surcharge:** Formal Court Probation Cases Only as Follows:  
**\$35.00** for Felony or Misdemeanor  
**\$45.00** for Violation~~

**Detention Fees:** **\$165.00 PER DAY.** Parent may be responsible for a percentage  
UP TO the Full Amount Incurred by Morrow County.

**Attorney Fees:** **\$75.00 PER HOUR.** The Court may require a parent to  
Reimburse a portion of this fee up to the full amount of costs  
incurred by Morrow County. *The State*

**FAA:** **\$65.00** (Formal Accountability Agreement/Diversion Fee)  
One time PER FAA entered.

~~**GPS/EM:** **\$10.00 PER DAY**  
**\$20.00** One time Hook Up Fee  
Global Positioning System and/or Electronic Monitoring Program~~

**Urinalysis Fees:** All Cases  
**\$20.00** per Positive Test  
**\$ 0.00** per Negative Test  
**\$35.00** per LAB TEST (Positive Results Only)

**Tobacco Fee:** All Cases  
**\$25.00** First Offense  
**\$50.00** Second Offense  
**\$100.00** Third Offense

Fee applications are determined on a CASE by CASE basis at the discretion of the  
Juvenile Department Director. Fees may be waived or modified with the Juvenile  
Court Judge's approval when applicable. All fees are US dollars.



## PLANNING DEPARTMENT

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

### MEMORANDUM

To: Administrative Officer; Board of Commissioners  
From: Carla McLane, Planning Director  
Date: March 9, 2017  
RE: Fee Schedule Comparison - Planning Department

Planning staff reached out to a number of adjacent and nearby counties with the objective of comparing current fees for certain Planning services. Five counties were identified for comparison: Baker, Gilliam, Grant, Umatilla and Wasco. Grant and Umatilla were required; Planning staff expanded the list of counties to five to obtain a better representation of comparables. Gilliam and Grant Counties are both smaller than Morrow County; Baker, Wasco and Umatilla are larger. While Grant and Baker Counties are closest to Morrow County in size, Umatilla and Wasco Counties are more similar in development type and complexity based on port and other industrial development considerations.

So how do the fees compare?

- Wasco County is the outlier with fees considerably higher than the group on average.
- Baker County tends to have the lowest fees with Gilliam County following right behind.
- Grant County fees trend similar or just below Morrow County.
- Umatilla County fees trend similar to Morrow County, particular when the not included postage, copy and publication costs are considered.
- Zoning/Development Permits are generally consistent across all six counties.
- Comprehensive Plan Amendments are generally consistent across all six counties.
- Variances are generally consistent across all six counties.
- Land Partitions become generally consistent when Wasco County is eliminated from the comparison.
- Conditional Use Permits become consistent when evaluating non-energy generation requests. Umatilla and Wasco County Conditional Use Permits top out at a much higher fee based on energy generation facility permit fees, as do Morrow County Conditional Use Permit fees.

Planning staff, based on these comparisons, are comfortable with current Department fees and do not plan on requesting any fee changes, up or down, at the next Fee Schedule update. We look forward to a discussion concerning fees with both the Department Heads and the Board of Commissioners.

### County Planning Departments Fee Schedule Comparison

	MORROW	BAKER	GILLIAM	GRANT	UMATILLA	WASCO
LAND PARTITION and/or REPLAT	\$600	\$250	\$250	\$483	\$500 *	\$2,134 - \$2,534
PROPERTY LINE ADJUSTMENT	\$450-600	\$150	<40 acres \$50 >40 acres \$100	\$213	\$350	\$2,134 - \$2,534
CONDITIONAL USE PERMIT	\$600 - \$2,500 + \$750/Turbine	\$250	\$250 - \$750	\$696	\$500 - \$5,000 *	\$1,000 - \$5,000
VARIANCES	\$300-600	\$250	\$350	\$135 - \$337	\$500 *	\$700 - \$1,000
COMPREHENSIVE PLAN AMENDMENT	\$1,500	\$1,250	\$750 - \$1,000	\$1,830	\$1,000 *	\$1,800
>w/ Goal Exception	\$1,750 - \$2,000	\$2,000	\$1,250	--	\$1,000 *	\$1,700
ZONING / DEVELOPMENT PERMIT	\$50-300	\$75	\$75	\$112 - \$146	\$100	\$90 - 276
SUBDIVISION	\$600 + \$40/Lot	\$1,200	\$1,000 +\$50/Lot	\$943 <10 Lots \$1,314 >10 Lots	\$500 *	\$5,058 + \$65/Lot
NON-FARM DWELLING	\$600	--	\$450	\$876	\$1,000 *	\$1,600

\* Umatilla: "The cost of postage, copies and publication of notice will be charged separately."

January 2017

S:\Planning\Budget\FEE SCHEDULES\County Fee Schedule Comparison.wpd

End Planning Comparison

## Roberta Lutcher

---

**From:** Jerry Sorte  
**Sent:** Friday, March 10, 2017 10:01 AM  
**To:** Roberta Lutcher  
**Subject:** FW: Comparison between Morrow-Umatilla-Grant  
**Attachments:** comparisonUmatillaCPT.xlsx

Hi Roberta,

Here are the Public Health fee comparisons. We can regroup on this after the Dept. Head meeting.

### **Jerry Sorte**

Morrow County Administrative Officer  
541-676-2529 or x5309

**From:** Vickie Turrell  
**Sent:** Tuesday, February 28, 2017 2:56 PM  
**To:** Jerry Sorte <gsorte@co.morrow.or.us>  
**Cc:** Sheree Smith <:ssmith@co.morrow.or.us>  
**Subject:** Comparison between Morrow-Umatilla-Grant

Hi Jerry:

Some of the vaccine prices for Grant County are incorrect for them;

- We all get our vaccines from the State.
- If you give shots to someone with insurance we mark them as B for Billable and we have to pay to the State the "retail" price.
- We get a Vaccine Cost list for Billable clients from the State twice a year.
- When we give shots to clients who are on the Oregon Health Plan we can only charge an administration charge of \$21.96 and it's coded appropriately and we do not have to pay the State for the vaccine.

Looking over Grant County I see that they only have the price of 21.96 for a vast majority of their vaccines. I did call and leave a message for Elizabeth to chat with her about it.

For other items we use some the other counties do not; some we bill for and some they don't. Such as birth control pills it looks like Umatilla County does not charge for them and we do. For the administration cost of vaccines (for non-medicaid companies such as Regence, Moda, etc) we did a cost analysis prior to signing our contracts that showed exactly what our cost was for the administration of the vaccines. So our cost of \$51.00 for first vaccine and \$14.00 for subsequent vaccines was the result of the cost analysis and done with the help of the State and set when we signed our original contracts with Primary Insurance companies. Moda pays it at 100%; the other insurance companies pay at the price break that we have in the contract.

**If you have any other questions regarding this spreadsheet please do not hesitate to give me a call.**

**Thank you!**

**Vickie Turrell**

Office Manager

Morrow County Health Department

110 N Court Street

Heppner, OR 97836

541-676-5421

541-676-5652

## **CONFIDENTIALITY NOTICE**

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<b>Procedure</b>	<b>CPT Code</b>	<b>Morrow County</b>	<b>Umatilla County</b>	<b>Grant County</b>
Implanon insertion	11975	\$ 112.00	\$ -	\$ -
Implanon removal	11976	\$ 127.00	\$ -	\$ -
Collection Venipuncture	36415	\$ 51.00	\$ -	\$ -
IUD insertion	58300	\$ 70.00	\$ -	\$ 144.03
IUD removal	58301	\$ 90.00	\$ -	\$ 194.58
UA-Dipstick	H0048	\$ 5.00	\$ 15.00	\$ 13.25
Pregnancy test	81025	\$ 15.00	\$ -	\$ 32.80
CBC	85025	\$ 8.00	\$ -	
TB Test	86580	\$ 25.00	\$ -	\$ 31.00
HIV-1 Antibody	86701	\$ 12.00	\$ -	\$ 65.49
KOH/whiff	87210	\$ 4.00	\$ -	\$ 30.00
Wet Mount	87210	\$ 15.00	\$ -	\$ 30.00
Aptima Collection	87491	\$ 7.00	\$ -	
Gonorrhea Culture	87591	\$ 14.00	\$ -	\$ 101.58
Pap smear Conventional	88141	\$ 10.00	\$ 25.00	\$ 25.00
Pap smear Liquid Base	88142	\$ 15.00	\$ 25.00	\$ 30.00
Admin 1st vaccine	90471	\$ 51.00	\$ 35.00	\$ 46.50
Admin 2nd vaccine	90472	\$ 14.00	\$ 35.00	\$ 21.96
Oral Administration	90473	\$ 51.00	\$ -	\$ 46.50
Hep A adult	90632	\$ 31.30	\$ 21.96	\$ 26.60
Hep A Child	90633	\$ 20.11	\$ 21.69	\$ 21.96
Twinrix	90636	\$ 58.65	\$ 58.65	\$ 52.50
HIB Pedvax	90647	\$ 22.75	\$ 22.75	\$ -
HPV	90649	\$ 135.76	\$ 142.62	\$ 131.52
Prevnar 13	90670	\$ 159.58	\$ 156.75	\$ 128.15
Rotavirus	90680	\$ 78.10	\$ 105.51	\$ 21.60

Flu <36 months	90685	\$	30.00		\$	-	\$	35.00
Flu	90688	\$	30.00		\$	-	\$	35.00
Kinrix	90696	\$	46.27		\$	47.55	\$	21.96
DTAP	90700	\$	21.85		\$	19.51	\$	18.50
MMR	90707	\$	59.85		\$	62.73	\$	54.01
MMRV	90710	\$	157.49		\$	179.88	\$	21.96
IPV	90713	\$	27.44		\$	28.77	\$	21.96
TD	90714	\$	22.35		\$	24.22	\$	20.39
TDAP	90715	\$	34.13		\$	34.13	\$	21.96
Varicella	90716	\$	94.05		\$	107.57	\$	21.96
Pediarix	90723	\$	66.57		\$	68.22	\$	21.96
Pneumovax 23	90732	\$	66.24		\$	70.21	\$	21.96
Menveo	90734	\$	105.75		\$	123.17	\$	102.69
Hep B <20	90744	\$	16.67		\$	36.76	\$	33.50
Heb B +19	90746	\$	36.31		\$	38.14	\$	21.96
CHW Visit 2-4 ppl	98960	\$	25.00		\$	-		
CHW Visit 30" Ind	98961	\$	25.00		\$	-		
CHW Visit 5-8 ppl	98962	\$	25.00		\$	-		
Collecting and Handling	99000	\$	5.00		\$	-		
New Visit Minor	99201	\$	62.00		\$	95.00	\$	86.83
New Visit Low	99202	\$	90.00		\$	168.00	\$	151.53
New Visit High	99203	\$	176.00		\$	235.00	\$	219.04
Nurse visit	99211	\$	36.00		\$	65.00	\$	38.80
Est. Patient Low	99212	\$	60.00		\$	95.00	\$	86.83
Est. Visit Moderate	99213	\$	90.00		\$	158.00	\$	147.78
SMZ		\$	0.07		\$	-		
Terazole		\$	30.00		\$	-		
Condoms 12 pack	A4267	\$	2.00		.12 each			

Condoms non latex each	A4267	\$	1.00	\$	-	
Depo "the med"	J1055	\$	28.00	\$	13.90	\$ 8.91
Depo "the injection"	96372	\$	51.00	\$	-	\$ 10.00
Fluconazole	J1450	\$	1.00	\$	-	\$ -
IUD Paraguard	J7300	\$	206.00	\$	235.00	\$ 224.31
IUD Mirenda	J7302	\$	372.00	\$	-	\$ -
Nuva Ring	J7303	\$	15.00	\$	15.00	\$ 16.19
Ortho/Hormone Patch/3	J7304	\$	15.00	\$	-	
Nexplanon	J7307	\$	395.00	\$	364.00	\$ 325.00
Plan B	S4993	\$	9.00	\$	-	\$ 13.67
Seasonique	S4993	\$	2.00	\$	-	
YAZ	S4993	\$	2.00	\$	-	\$ 2.19
LoSeasonique	s4993	\$	5.00	\$	-	
Micronor	S4993	\$	16.00	\$	-	\$ 4.25
Ortho-Tricyclen	S4993	\$	3.00	\$	-	\$ 17.99
LoSeasonique	S4993	\$	0.91	\$	-	
Micronor	S4993	\$	3.21	\$	-	\$ 4.25
Ortho-Cyclen	S4993Z	\$	5.00	\$	-	\$ 8.87
Family Planning Visit	T1015	\$	150.00	\$	135.00	\$ 140.00
Zithromax		\$	1.00			
Metronidazole		\$	3.00			
Cycle Beads		\$	4.00			
Doxycycline		\$	1.00			
Metroidazole		\$	3.00			

End Public Health Comparison



Fee Schedule/Public Works	MORROW	BAKER	UMATILLA	GRANT
<b>Public Works Photocopy Fee</b>				
8.5 X 11	\$0.50		\$1.00	\$0.75
11 X 17	\$3.00		\$2.00	\$2.00
17 X 22	\$8.00		\$3.00	\$2.00
22 X 34	\$10.00		\$5.00	N/A
Permit Right of way	\$50.00	\$100.00	\$50.00	
No Spray Permit	\$50.00		\$20.00	
Over width/Over length permit	\$5.50		\$5.00	
<b>Transfer Station</b>				
Pick up load trash	\$2.20 linear foot		\$5.60	\$0.04 Cents a pound with
8ft. Pickup load	\$25.60		\$5.00 cubic yard	\$10.00 minum - Clark's
Trailer load	.41 per square foot		\$61.60 Per Ton	Transfer Station
<b>Airport</b>				
Standard T Hanger	\$120.00 Month		\$130.00 Month	N/A
Vehicle Parking, signed agree	\$10.00 a Month		\$12.00 a Month	
Airport gound lease				
20 year lease	.50 Sq. Ft.		.15 Sq Ft.	
<b>Parks</b>				
Cabins	\$45.00		\$35.00	<b>Baker County</b> N/A
Full Hook-Ups	\$26.00		\$35.00	\$20.00 MC new rates (increasing \$5)
Partial Hook-Up (wtr/elec)	\$23.00		\$30.00	\$15.00 MC new rates (increasing \$5)
Tent site	\$17.00		\$20.00	\$11.00 MC new rates (increasing \$5)
Day Use Pass Required	N/A		N/A	\$4.00 Per vehicle

End Public Works Comparison

## Morrow County Sheriff's Office - Fee Comparison Study

Service	MCSO	UCSO	GCSO
<b>Records</b>			
<b>Police Report</b>	\$15.00 - if archived additional \$25.00	\$10.00 missing info \$15.00 If archived \$20.00**	\$3.00 first page .25 add. page
Photo CD/Video	\$20.00	\$20.00	\$15.00
911 Recording	\$20.00	\$25.00	n/a
		** Research per hr ( if excess of 1 hr) \$30/hr	
<b>Fingerprinting</b>			
Prints	\$15.00	\$15.00	\$10 one card/\$15 two cards
<b>Civil</b>			
<b>Service of Civil Papers</b>	\$36.00	\$36.00	\$36.00
additional mileage fee if excess of 75 mi.	\$40.00	\$40.00	\$40.00
service for more than 2 parties	\$20.00	\$20.00	\$20.00
uniformed security on civil enforcement	\$50.00 first hour/then \$75 per hour,per deputy	\$60 per hour/per deputy	n/a
<b>CHL</b>			
new	\$65.00	\$65.00	\$65.00
renew	\$50.00	\$50.00	\$50.00
duplicate	\$15.00	\$15.00	\$15.00
<b>Misc.</b>			
<b>Vehicle Impound</b>	\$60.00	\$60.00	n/a
<b>NSF Checks</b>	\$30.00	\$25.00	n/a
<b>False Alarm</b>	\$50.00 each (first false alarm of each mo. Free)	n/a	n/a

**Morrow County Sheriff's Office - Fee Comparison Study**

Service	MCSO	UCSO	GCSO
<b>Code Enforcement / Animal Control</b>		Animal Control services not done by SO	Not done by S.O.
<b>Dog Impound</b>			
first offense	\$25.00	n/a	n/a
second offense	\$50.00	n/a	n/a
third & additional offenses	\$100.00	n/a	n/a
<b>Chronic Offender Penalties*</b>			
second offense	10% additional		
future offenses	5% additional for each offense		
* added by Code Enforcement Deputy or JP			
<b>Parole &amp; Probation Fees</b>			
Supervision Fees	\$35.00 per month	\$40.00	Felony \$35 /Misdemeanor \$50
GPS Tracking Fee	\$15.00/day + \$20 one time hook up fee	\$15.00/day + \$35 one time hook up fee	n/a
Travel Permit	\$5.00 each Out of State permit	n/a	n/a
Urine Test	\$50.00 for all positive results sent to Lab	\$5.00	\$15
Fingerprinting	\$15.00	n/a	\$15
Interstate Compact Fees	\$180.00 (\$50 is for DOC)	\$100 felony/\$300 for misd./\$50 to State	n/a
Transition House Rent	n/a	\$200/month	n/a
<b>Community Service w/supervision - 8 hour day</b>			
Full Crew - 5 crew members	\$200/day	\$180/day	n/a
Partial Crew	\$100/day	n/a	n/a

*End Sheriff's Comparison*

# MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

March 7th, 2017

To: Morrow County Commissioners  
COURT HOUSE  
Heppner, OR 97836

Re: Comparison of County Surveyor fees with Grant and Umatilla Counties.

Dear Morrow County Commissioners,

As per your request, the table below shows the fees collected by the Morrow County Surveyor in relation to those collected for the same service in Grant and Umatilla Counties.

Sincerely,



Stephen K. Haddock, PLS, CFedS

Item	Morrow County	Grant County	Umatilla County
Map of survey	\$25	\$10 per page.	\$25
Boundary Adjustment	\$25	\$10 per page.	\$50
Partition Plat	\$200	\$120+ \$20 per lot. (Plus \$100 for each extra review)	\$125
Subdivision plat	\$300+ \$10 per lot.	\$120+ \$20 per lot. (Plus \$100 for each extra review)	\$150 + \$10 per lot.
Condominiums		\$120+ \$20 per lot. (Plus \$100 for each extra review)	
Corner Certificate	We pay \$200	\$5	They pay \$150
Vacation Order	\$25	\$0	\$12
Affidavit of Correction	\$25	\$0	\$0



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

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1. TITLE OF AGENDA ITEM: Sheriff's Monthly Summary

2. ISSUES, BACKGROUND, AND DISCUSSION:

Please see attached

3. OPTIONS:

4. FISCAL IMPACT:

5. STAFF RECOMMENDATIONS:

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

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

## Morrow County Sheriff's Office



325 Willow View Drive P.O. Box 159  
Heppner, OR 97836  
Phone: (541)676-5317  
Fax: (541)676-5577

Kenneth W. Matlack, Sheriff  
John A. Bowles, Undersheriff

### March 2017

#### 911 Hang up or Accidental dials

- March-34

#### Press Releases

- 3-20 Damaged Natural Gas Line w/Leak
- 3-22 40 yr old lone man, Cory Scott Baker, Arrested on G.J. Indictment for Rape I and Sex Abuse I for incidents to have occurred with a female child under the age of 12. Court appearance in April.

#### Persons with No Common Sense

- 3/23 Irrigon area. Suspicious Activity. Golf balls being hit at the museum, coming from the South. Deputy spoke with two men, just South of the museum.
- 3/29 Irrigon area I-84. Traffic Stop. Driver cited for 117/70.
- 3/26 Irrigon Area. Shots Fired. Persons shooting high powered rifles towards a residence. Hole/Graze in the side of his house. 40 cal. Handgun and .223 AR rifle. Murillo. Abel Lomas 8/5/93 arrested on Unlawful Use of a Weapon (x2) and Reckless Endangering (x2) Bail \$30,000. Lodged at Umatilla County Jail.

#### Misc. Calls

- 3/17 Heppner Area. MVA on Little Butter Creek, with entrapment. Patient transported by Lifeflight.
- 3/23 Irrigon Area. Turkeys on the loose. Unknown if wild or tame.
- 3/26 Irrigon Area. 8yo male child with large/deep dog bite wound on the hand, bleeding badly.
- 3/29 I-84 Boardman Area. Tractor Trailer Tandem on fire. Trailer fully engulfed, close to fuel tanks. Shut down both freeway lanes. Trailer is loaded with. . . (OMG) . . . Hershey's Chocolate. Some melted product on top of unburned product. Some product in lane of travel. MCSO, OSP, ODOT, BFD & IRRF all responded to scene. Only chocolate :( was injured in this incident.



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

Item #
8b

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Melissa Ross Phone Number (Ext): 5133
Department: Sheriff's Office Requested Agenda Date: April 5, 2017
Person Attending BOC Meeting (REQUIRED): Undersheriff John Bowles
Short Title of Agenda Item: Emergency Management Department Report/Info

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.



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

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1. TITLE OF AGENDA ITEM:
2. ISSUES, BACKGROUND, AND DISCUSSION:

Please see attached reports / BOC for your information

3. OPTIONS:
  
4. FISCAL IMPACT:
  
5. STAFF RECOMMENDATIONS:
  
6. SUGGESTED ACTION(S) / MOTION(S):

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |



## MORROW COUNTY SHERIFF

325 Willow View Drive -- P.O. Box 159  
Heppner, OR 97836  
Phone: (541)676-5317  
Fax: (541)676-5577

Kenneth W. Matlack, Sheriff  
John A. Bowles, Undersheriff

### MEMORANDUM Morrow County Sheriff's Office

**To: Morrow County Court**

**Date: 03-31-2017**

**From: John A. Bowles, Undersheriff**

**Re: Emergency Management Report**

#### **Recent activities regarding Morrow County Emergency Management.**

1. I have been sending out Emergency Management Notifications to all County Staff (weather, accidents, alerts, warnings, traffic, preparedness)
2. 02-03-2017 I attended the Core Pipeline Coordinated Response Exercise in Pendleton.
3. I was interviewed and took part in the EO Cascadia week long public education.
4. 02-07-2017 I met with Kenneth Kraus EH&S Coordinator with Zea Chem Inc. at the Port. I delivered a copy of the newly completed LEPC Safety Plan and toured the facility. I will be setting dates to tour other facilities in Morrow County for safety and Emergency Management reasons.
5. 02-07-2017 I met with Dennis Hull with the NOAA, hazardous weather information
6. Morrow County Emergency Management is a NOAA Weather-Ready Nation Ambassador. As a Weather-Ready Nation Ambassador, I'm working with NOAA and other emergency managers to strengthen national resilience against extreme weather. The first priority for the Morrow County Sheriff's Office is to keep our public and communities safe.
7. 02-10-2017 MCSO participated in an Evacuation and Reunification table top meeting with AC Houghton and Heppner High School.
8. 02-25-2017 MCSO participated in the Irrigon Birthday Parade and celebration.
9. 03-14-2017 MCSO participated in the ODOE CGS (Columbia Generating Station) exercise. This was a small scale exercise.
10. 03-20-2017 Natural Gas leak at the Morrow Cold Storage in Boardman. EM was activated Police, Medical and Fire, Cascade Natural Gas responded. Three roads were blocked off while

it was repaired, no injuries or risk to the public. It was a plastic pipe, repair was completed in less than an hour.

11. 03-21-2017 I attended the Morrow County LEPC (Local Emergency Planning Committee) meeting at the Port of Morrow.
12. 03-22-2017 I attended the HVA work shop at the Bartholomew building in Heppner. I worked with Kristy Beachamp (Public Health Emergency Preparedness Liaison), Shelley Wight (Morrow County Health Department), and Kristy Wheeler Johnson (Morrow County Health Department). We evaluated and updated the Morrow County Hazard Vulnerability Analysis and the Morrow County Public Health Consequence and Risk Assessment. (See attached)
13. 03-27-2017 I met with Jerry Sorte and talked about Emergency Management, Sister County with Benton County and Emergency Management, ICS (Incident Command System), FEMA (Federal Emergency Management Agency) training and information.
14. 03-28-2017 I worked with Don Drayton (Emergency Amateur Communications) on upgrading the Ham Radio antennas located at MCSO. 03-31-2017 I met with Columbia Basin CO-OP to complete the upgrade and install. (working great)
15. 04-10-2017---04-13-2017 Terry Harper, Randy Rayburn and I will be attending the 2017 Oregon Emergency Preparedness Workshop in Bend.
16. I have been working on creating and upgrading Emergency Policy manuals and put them together in one spot. Planning on putting policies together for the Bartholomew Building.
17. I'm working on getting all the MCSO staff trained and familiar with Emergency Management, FEMA (Federal Emergency Management Agency), ICS (Incident Command System). All staff have completed ICS 100, 200, 700, 800.
18. I've been working on getting everything completed for our restructure, working on Budget, updating our policies and other Undersheriff duties.

**Morrow County Hazard Vulnerability Analysis (HVA)**  
(rev. June 2012)

HAZARD	Severity Rating	History	Vulnerability	Maximum Threat	Probability	Total Score
		WF-2	WF-5	WF-10	WF-7	
WINTER STORM	Rating	<u>2 X</u> 10	<u>5 X</u> 9	<u>10 X</u> 9	<u>7 X</u> 10	<b>225</b>
	Subscore	= 20	= 45	= 90	= 70	
HUMAN DISEASE	Rating	<u>2 X</u> 8	<u>5 X</u> 10	<u>10 X</u> 10	<u>7 X</u> 8	<b>222</b>
	Subscore	= 16	= 50	= 100	= 56	
FLOOD (Riverine)	Rating	<u>2 X</u> 10	<u>5 X</u> 8	<u>10 X</u> 6	<u>7 X</u> 10	<b>190</b>
	Subscore	= 20	= 40	= 60	= 70	
HAZMAT (Fixed Facility & Transportation)	Rating	<u>2 X</u> 4	<u>5 X</u> 9	<u>10 X</u> 5	<u>7 X</u> 10	<b>179</b>
	Subscore	= 14	= 45	= 50	= 70	
EARTHQUAKE (Shallow Crustal)	Rating	<u>2 X</u> 3	<u>5 X</u> 10	<u>10 X</u> 10	<u>7 X</u> 3	<b>177</b>
	Subscore	= 6	= 50	= 100	= 21	
ANIMAL DISEASE	Rating	<u>2 X</u> 4	<u>5 X</u> 9	<u>10 X</u> 7	<u>7 X</u> 7	<b>172</b>
	Subscore	= 8	= 45	= 70	= 49	
DUST STORM	Rating	<u>2 X</u> 10	<u>5 X</u> 6	<u>10 X</u> 5	<u>7 X</u> 10	<b>170</b>
	Subscore	= 20	= 30	= 50	= 70	
WIND STORM	Rating	<u>2 X</u> 5	<u>5 X</u> 7	<u>10 X</u> 8	<u>7 X</u> 5	<b>160</b>
	Subscore	= 10	= 35	= 80	= 35	
DAM FAILURE	Rating	<u>2 X</u> 1	<u>5 X</u> 9	<u>10 X</u> 9	<u>7 X</u> 3	<b>158</b>
	Subscore	= 2	= 45	= 90	= 21	
DEBRIS FLOW (Rapid Landslide)	Rating	<u>2 x</u> 7	<u>5 X</u> 6	<u>10 X</u> 4	<u>7 X</u> 8	<b>140</b>
	Subscore	= 14	= 30	= 40	= 56	
WILDFIRE	Rating	<u>2 X</u> 10	<u>5 X</u> 4	<u>10 X</u> 2	<u>7 X</u> 10	<b>130</b>
	Subscore	= 20	= 20	= 20	= 70	

AMBASSADOR™



WEATHER-READY NATION

**Public Health Consequence and Risk Assessment of the Morrow County Hazards (PHCR r. June 2012)**

MC Hazards: (across)	Human Disease	Flood (Riverine)	Winter Storm	Dust Storm	Wind Storm	Hazmat (Facility)	Hazmat (Transp)	Wildfire (WUI)	Earthquake (Crustal)	Animal Disease
<i>PH Role:</i>	<i>Lead</i>	<i>Support</i>	<i>Support</i>	<i>Support</i>	<i>Support</i>	<i>Support</i>	<i>Support</i>	<i>Support</i>	<i>Support</i>	<i>Support</i>
<b>Emergencies due to the identified hazards may have Public Health Consequences (see categories 1-3 below). A Public Health Consequence score and a Public Health Risk score are computed for each hazard. The hazards (top row) &amp; their PH Risk score (bottom row) are organized in descending order from left to right across the page. Hazards not identified may impact the public's health and the response capacity similarly.</b>										
<b>1-Health &amp; Safety:</b> an emergency may impact the health and safety of county residents in these nine ways.										
Fatalities	4	2	3	2	2	3	3	2	3	2
Outpat Injuries	2	3	5	3	3	4	4	2	4	2
Respiratory Dis	4	2	3	3	3	4	4	3	2	2
Chronic Dis	2	2	2	2	2	2	2	2	2	2
Communic Dis	2	3	1	2	2	2	2	2	2	3
Mental Health	4	2	1	2	2	2	2	2	4	2
Vulnerable Pop	4	3	2	2	2	2	2	4	4	2
Food Security	3	2	3	2	2	2	2	3	3	3
Water Security	2	4	3	2	2	2	2	4	4	2
<b>2-Response Capacity:</b> an emergency may impact the county's capacity to provide health and medical response in these four ways.										
Hospital Beds	4	3	3	3	3	3	3	2	4	2
Priv Care Prov	4	3	4	3	3	2	2	2	4	2
Pharmacy	3	2	2	2	2	2	2	2	3	2
Ambulances	4	4	3	4	4	3	3	2	4	2
<b>3-Infrastructure:</b> an emergency may impact staffing levels and interagency partner communications thereby interrupting service delivery.										
Staffing Levels	3	3	3	3	3	3	3	3	4	3
Interag Comm	1	1	1	1	1	1	1	1	1	1
<b>Scores:</b> consequences are computed by averaging scores in the column; risk is computed by multiplying consequence by a probability factor.										
Total (Sum)	46	39	39	36	36	37	37	36	48	32
<b>Public Health Consequence</b>	<b>3.06</b> (avg)	<b>2.60</b> (avg)	<b>2.60</b> (avg)	<b>2.40</b> (avg)	<b>2.40</b> (avg)	<b>2.46</b> (avg)	<b>2.46</b> (avg)	<b>2.08</b> (avg)	<b>3.20</b> (avg)	<b>2.13</b> (avg)
Probability (1 Low-5 High)	X 5	X 5	X 5	X 5	X 5	X 4	X 4	X 4	X 2	X 3
<b>PH Risk (1-25)</b>	<b>15.30</b>	<b>13.00</b>	<b>13.00</b>	<b>12.00</b>	<b>12.00</b>	<b>9.84</b>	<b>9.84</b>	<b>8.32</b>	<b>6.40</b>	<b>6.39</b>

Enterprise-wide		MORROW Public Health Consequences															Public Health Consequence	Public Health Risk	
HAZARD RISK ASSESSMENT MODEL		HEALTH AND SAFETY									RESPONSE CAPACITY				PUBLIC HEALTH INFRASTRUCTURE				
Revised: March 28, 2017		Relative probability this event will occur	Potential injuries and deaths									Ability to respond				Service Interruption		Overall Impact! (Average)	Probability x Consequences
Hazards		Probability of Occurrence	Fatalities	Outpatient Injuries	Respiratory Illness	Chronic Disease	Communicable Disease	Mental Health	Vulnerable Populations	Food Security	Water Security	Hospital Beds	Primary Care Providers	Pharmacies	Ambulance	Staffing	Interagency Partners	1 = Lowest 5 = Highest	1 = Lowest 25 = Highest
Natural Hazards	Wildfire (WUI)	10	2	2	3	2	2	2	4	3	4	2	2	2	2	2	1	2.33	23.33
	Flood - Riverine	10	2	3	2	2	3	2	3	2	4	3	3	2	4	2	1	2.53	25.33
	Drought	9	2	2	3	2	2	3	2	2	3	1	2	2	2	1	1	2.00	18.00
	Animal Disease	7	2	2	2	2	3	2	2	3	2	2	2	2	2	2	1	2.07	14.47
	Windstorm/Dust Storm	10	2	3	3	2	2	2	2	2	2	3	3	2	4	2	1	2.33	23.33
	Winter Storm	10	3	5	3	2	1	3	4	3	3	3	4	2	3	2	1	2.80	28.00
Technological	Hazmat Release - Trans./Fixed Facility	10	3	4	4	2	2	2	2	2	2	3	2	2	3	2	1	2.40	24.00
Human	Human Disease	8	4	2	4	2	2	4	4	3	2	4	4	3	4	2	1	3.00	24.00

# Oregon Emergency Management (OEM) HAZARD ANALYSIS METHODOLOGY

## Table of Contents

Background and Overview .....	page 1
Possible Hazards to Consider .....	page 2
Completing the Hazard Analysis Matrix .....	page 3
Completing the Narrative .....	page 4
Other Methodologies .....	page 4
Hazard Analysis Matrix Worksheet .....	page 5
(This blank form is for your team to complete.)	
Sample Hazard Analysis Matrix .....	page 6
Sample Narrative .....	page 7

## **BACKGROUND AND OVERVIEW**

This hazard analysis methodology was first developed by FEMA circa 1983, and gradually refined by OEM over the years. During 1984, the predecessor agency to OEM (Emergency Management Division) conducted workshops around the State of Oregon that resulted in all of Oregon's 36 counties producing an analysis using this methodology. Since then, several cities have also conducted an analysis using this method.

The methodology produces scores that range from 24 (lowest possible) to 240 (highest possible), one order of magnitude from lowest to highest. Vulnerability and probability are the two key components of the methodology. Vulnerability examines both typical and maximum credible events, and probability endeavors to reflect how physical changes in the jurisdiction and scientific research modify the historical record for each hazard. Vulnerability accounts for approximately 60% of the total score, and probability approximately 40%.

For local governments, conducting the hazard analysis described in this document is a useful early step in planning for hazard mitigation, response, and recovery. This method provides the jurisdiction with a sense of hazard priorities, or relative risk. It doesn't predict the occurrence of a particular hazard, but it does "quantify" the risk of one hazard compared with another. By doing this analysis, planning can first be focused where the risk is greatest.

Among other things, this hazard analysis can:

- ▶ help establish priorities for planning, capability development, and hazard mitigation;
- ▶ serve as a tool in the identification of hazard mitigation measures;
- ▶ be one tool in conducting a hazard-based needs analysis;
- ▶ serve to educate the public and public officials about hazards and vulnerabilities; and
- ▶ help communities make objective judgments about acceptable risk.



For OEM and other state and regional organizations, this analysis allows comparison of the same hazard across various local jurisdictions; for example, the score for the flood hazard in each county in a four-county region. The best place to view and think about the hazard analysis in this way is at the following website:

[http://mtjune.uoregon.edu/website/hazardmaps/webapp/hazardsviewer\\_content.html](http://mtjune.uoregon.edu/website/hazardmaps/webapp/hazardsviewer_content.html)

Each local hazard analysis produced using this methodology is ultimately comprised of two main pieces: a hazard analysis matrix (table) and a narrative. A sample matrix is on page 6; sample narrative is provided on pages 7 and 8.

In connection with Emergency Management Performance Grant funding administered by OEM, there is a requirement that hazard analyses must be current and updated within the past ten years, and include a written synopsis (narrative) of the most credible events possible to occur within a jurisdiction. Having a current local hazard analysis is also one element in meeting Oregon Progress Board Benchmark #67, "Emergency Preparedness."

OEM is in the process of integrating this analysis with the three-phase risk assessment used in guidance and taught by the Oregon Natural Hazards Workgroup (ONHW) with respect to the development of local natural hazards mitigation plans.

## **POSSIBLE HAZARDS TO CONSIDER**

### **NATURAL HAZARDS**

Most jurisdictions should examine (score) earthquakes, fires (especially wildland-urban interface or "WUI" fires), floods, landslides and debris flows, snow/ice/extreme cold, and windstorms.

Where it applies, jurisdictions should also develop scores for coastal erosion, drought, tsunamis, and also possibly dust storms, El Niño – La Niña, tornadoes, and volcanic hazards.

With respect to volcanic hazards, score direct hazards such as blast and lahar separately from secondary hazards such as ashfall.<sup>1</sup>

Please do not create a "catchall" category for "severe weather," but rather score floods, windstorms, and snow/ice/extreme cold separately. Even the term "winter storm," though used frequently around the state, means different things in different places. For example, a winter storm on the South Coast is typically very different from a winter storm in the Columbia River Gorge.

### **TECHNOLOGICAL/PERSON-CAUSED HAZARDS**

Jurisdictions should develop scores for the dam failure hazard and hazardous materials. You may score fixed site and transportation hazards separately; some jurisdictions score radiological hazards separately.

Though not required as part of this analysis, at your option, you may want to score riots and acts terrorism.

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<sup>1</sup> Examples from the past that demonstrate the need to do this include:

- ▶ Clatsop Co. scored volcanic hazards at 159, but this score reflects the hazard posed by ashfall only.
- ▶ Clackamas Co. reported only 131, but is clearly at much greater risk to volcanic hazards than Clatsop Co.
- ▶ Lincoln Co. scored 114, but is concerned about underwater volcanoes.

## **COMPLETING THE HAZARD ANALYSIS MATRIX**

The Hazard Analysis Matrix Worksheet on page 5 is provided for you and your team to complete. You would probably benefit by transferring this worksheet onto a large format, such as a flipchart, dry erase board, etc., to assist in facilitating your meeting.

In this analysis, *severity ratings* are applied to the four categories of history, vulnerability, maximum threat (worst-case scenario), and probability based as follows:

- LOW = choose the most appropriate number between 1 to 3 points
- MEDIUM = choose the most appropriate number between 4 to 7 points
- HIGH = choose the most appropriate number between 8 to 10 points

*Weight factors* also apply to each of the four categories as shown below.

### **HISTORY** (weight factor for category = 2)

History is the record of previous occurrences. Events to include in assessing history of a hazard in your jurisdiction are events for which the following types of activities were required:

- < The EOC or alternate EOC was activated;
- < Three or more EOP functions were implemented, e.g., alert & warning, evacuation, shelter, etc.;
- < An extraordinary multi-jurisdictional response was required; and/or
- < A "Local Emergency" was declared.

LOW – score at 1 to 3 points based on...	0 - 1 event past 100 years
MEDIUM – score at 4 to 7 points based on...	2 - 3 events past 100 years
HIGH – score at 8 to 10 points based on...	4 + events past 100 years

### **VULNERABILITY** (weight factor for category = 5)

Vulnerability is the percentage of population and property likely to be affected under an "average" occurrence of the hazard.

LOW – score at 1 to 3 points based on...	< 1% affected
MEDIUM – score at 4 to 7 points based on...	1 - 10% affected
HIGH – score at 8 to 10 points based on...	> 10% affected

### **MAXIMUM THREAT** (weight factor for category = 10)

Maximum threat is the highest percentage of population and property that could be impacted under a worst-case scenario.

LOW – score at 1 to 3 points based on...	< 5% affected
MEDIUM – score at 4 to 7 points based on...	5 - 25% affected
HIGH – score at 8 to 10 points based on...	> 25% affected

### **PROBABILITY** (weight factor for category = 7)

Probability is the likelihood of future occurrence within a specified period of time.

LOW – score at 1 to 3 points based on...	one incident likely within 75 to 100 years
MEDIUM – score at 4 to 7 points based on...	one incident likely within 35 to 75 years
HIGH – score at 8 to 10 points based on...	one incident likely within 10 to 35 years

By multiplying the *weight factors* associated with the categories by the *severity ratings*, we can arrive at a subscore for history, vulnerability, maximum threat, and probability for each hazard. Adding the subscores will produce a total score for each hazard.

For example, look at "landslide" on the "Sample Hazard Analysis Matrix" shown on page 6. The history of landslides is high in the sample jurisdiction. History has a weight factor of two (2), and in this case, high is scored with ten (10) points for the severity rating.  $2 \times 10 =$  subscore of 20. The vulnerability of the sample jurisdiction is medium. However, a landslide normally would not affect much more than 1% of the people and property in the jurisdiction. Vulnerability has a factor weight of five (5) and this team decided on four (4) points for the severity rating.  $5 \times 4 =$  subscore of 20. After figuring maximum threat and probability, the total score for landslides is 133.

The total score isn't as important as how it compares with the total scores for other hazards the jurisdiction faces. By comparing scores, the jurisdiction can determine priorities: Which hazards should the jurisdiction be most concerned about? Which ones less so?

### **COMPLETING THE NARRATIVE**

Your hazard analysis should begin with a description of the local jurisdiction (sometimes called a community profile). These often include an overview of key demographic information, and sometimes include climate data or a climate summary.

In addition to the matrix used to score the hazards, each local hazard analysis should include a narrative that describes how these hazards affect that particular local jurisdiction, especially critical facilities, key infrastructure, and the most important facilities of the jurisdiction's economic base.

One should provide this narrative minimally on those hazards receiving the highest total scores in the jurisdiction; for example, you may include history, areas of vulnerability, areas of planned or current mitigation measures, maps and displays, or any other facts or data that may be relevant.

Some jurisdictions include a brief section on hazards that were considered, but not scored (or scored, but not included in the written hazard analysis), offering the rationale for not scoring or not writing narrative about certain minor hazards.

See pages 7 and 8 for sample narrative.

### **OTHER METHODOLOGIES**

There are many other ways of assessing risk. The OEM Hazard Analysis Methodology should be considered simply one tool in the risk assessment "tool bag." This methodology, in fact, is a "big picture" tool that will often lead to more detailed vulnerability assessments and risk analyses. Among the other prominent tools are various Geographic Information Systems (GIS), FEMA's Hazards U.S. (HAZUS), and Oregon Department of Forestry's (wildfire) "Communities at Risk Assessment." This is only a partial list of the many ways of evaluating risk.

The OEM Hazard Analysis Methodology can and should be one tool used in the development or revision of risk assessments required as part of the local natural hazard mitigation planning process under 44 CFR 201.6(c)(2), which have as their bottom line using best available data.

More information on this topic can be found in the *Oregon Pre-Disaster Mitigation Program Training Manual* developed and maintained by ONHW.<sup>2</sup>

<sup>2</sup> [http://csc.uoregon.edu/PDR\\_website/resources/print/pdm/ppt\\_pdf/2004/fall\\_2004/PDM04\\_Final\\_Manual\\_09-16-04.pdf](http://csc.uoregon.edu/PDR_website/resources/print/pdm/ppt_pdf/2004/fall_2004/PDM04_Final_Manual_09-16-04.pdf)

## HAZARD ANALYSIS MATRIX WORKSHEET

**JURISDICTION:**

Hazards		History WF = 2	Vulnerability WF = 5	Maximum Threat WF = 10	Probability WF = 7	Total Score
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	
	WF X SR Subscore	2 X ____ =	5 X ____ =	10 X ____ =	7 X ____ =	

DATE: \_\_\_\_\_

WF = weight factor  
SR = severity rating

PREPARED BY:

AGENCY:

---

## **SAMPLE HAZARD ANALYSIS MATRIX**

Hazards		History WF = 2	Vulnerability WF = 5	Maximum Threat WF = 10	Probability WF = 7	Total Score
FLOOD	WF X SR Subscore	2 X 10 = 20	5 X 9 = 45	10 X 7 = 70	7 X 10 = 70	<b>205</b>
WILDFIRE	WF X SR Subscore	2 X 10 = 20	5 X 8 = 40	10 X 5 = 50	7 X 10 = 70	<b>180</b>
EARTHQUAKE	WF X SR Subscore	2 X 2 = 4	5 X 10 = 50	10 X 10 = 100	7 X 3 = 21	<b>175</b>
WINDSTORM	WF X SR Subscore	2 X 8 = 16	5 X 6 = 30	10 X 6 = 60	7 X 8 = 56	<b>162</b>
HAZMAT	WF X SR Subscore	2 X 7 = 14	5 X 5 = 25	10 X 6 = 60	7 X 6 = 42	<b>141</b>
LANDSLIDE	WF X SR Subscore	2 X 10 = 20	5 X 4 = 20	10 X 3 = 30	7 X 9 = 63	<b>133</b>
DAM FAILURE	WF X SR Subscore	2 X 1 = 2	5 X 5 = 25	10 X 2 = 20	7 X 2 = 14	<b>61</b>

### **SEVERITY RATINGS (to be applied to the four categories)**

LOW = 1 - 3 points  
MEDIUM = 4 - 7 points  
HIGH = 8 - 10 points

WF = weight factor  
SR = severity rating

### **The following categories are used in developing the scores for this analysis:**

#### **HISTORY (record of previous occurrences)**

LOW 0 - 1 event per 100 years  
MEDIUM 2 - 3 events per 100 years  
HIGH 4 + events per 100 years

#### **VULNERABILITY (percentage of population and property likely to be affected)**

LOW < 1% affected  
MEDIUM 1 - 10% affected  
HIGH > 10% affected

#### **MAX. THREAT (percentage of population and property that could be impacted under a worst-case scenario)**

LOW < 5% affected  
MEDIUM 5 - 25% affected  
HIGH > 25% affected

#### **PROBABILITY (the likelihood of occurrence within a specified period of time)**

LOW one incident likely within a 75 to 100 year period  
MEDIUM one incident likely within a 35 to 75 year period  
HIGH one incident likely within a 10 to 35 year period

## **SAMPLE NARRATIVE**

The following are samples of narrative copied from various hazard analysis documents from around the state. They are in order alphabetically by jurisdiction name (date of analysis).

### **Benton County (June 2002)**

Earthquake (195 points)

An earthquake is the result of tectonic movement within the earth's crust. These changes are manifested as localized ground shaking and/or soil liquefaction. After the initial seismic event, tremors and aftershocks can occur for an extended period of time resulting in additional structural damage to buildings and public facilities. The largest earthquake in Oregon occurred in 1872 in the North Cascades. This earthquake had an estimated magnitude of 7.4 and was followed by many aftershocks. More recently, in 1993, a magnitude 5.7 earthquake caused significant damage to a bridge and numerous unreinforced masonry structures in Clackamas, Marion, and Yamhill counties. There is limited recorded data of earthquake activity in Benton County. However, a major fault line (the Corvallis Fault) runs through the northeast corner of the county near the major concentrations of population. While there has been no recorded activity on the fault, recent seismic events in Scott's Mills (March 1993) and Klamath County (September 1993) seem to indicate an increase in seismic activity in the state. Subduction zone earthquakes must also be considered a threat to Benton County residents. In the Pacific Northwest, oceanic crust is being pushed beneath the North American continent along a major boundary parallel to the coast of Washington and Oregon. This boundary, called the "Cascadia Subduction Zone," lies about 50 miles offshore and extends from the middle of Vancouver Island in British Columbia past Washington and Oregon to Northern California. Geologic evidence shows that the Cascadia Subduction Zone has generated great earthquakes (magnitude 8 or greater), and the most recent was about 300 years ago. If a major earthquake were to occur, there would be no warning and the region-wide impact is likely to be quite severe. Extensive damage to private and public facilities could be expected along with mass casualties and disruption of transportation routes, communications, and public utilities. In addition, an earthquake may cause other hazards such as fires, floods associated with dam failures, and hazardous materials spills.

### **Clatsop County (December 2002)**

Hazardous Materials Incident (215 points – fixed site, 165 points – transportation)

This hazard involves an accidental release or spillage of materials that have a detrimental impact on life, the environment, and/or property. This occurrence may be associated with long-term contamination or toxicity to the affected area. A hazardous material incident is most commonly associated with a transportation accident (highway, rail, or waterway), but an incident may also be associated with a fixed facility. Clatsop County has, in addition to some locations where hazardous materials are manufactured or used, areas where those materials are stored, such as distributor petroleum product tank farms. The seafood processing industry uses large quantities of anhydrous ammonia that could become a hazard in the event of a fire or a seismic event. Cargo ship traffic represents a potential incident of horrific proportions.

### **Deschutes County (February 2001)**

Winter Storm (snow/ice/extreme cold - 205 points)

History: With the Cascade Mountain range bordering the western half of Deschutes County, inclement weather is always a possibility, especially during the winter months. While annual snowstorms rarely pose more than an inconvenience, there are occasionally severe storms, which can cause area-wide power disruptions. In addition, heavy snowfall can curtail transportation not only within the county, but also on routes leading into and out of the county.

Deschutes County often goes through a drought cycle, which can last three to four years, resulting in lower than average snowpacks. Following these, several years of above average precipitation during the winter months usually occurs. Such was the case during the winters of 1995-96 and 1996-97. Numerous large storms passed through the area, and snowfall at higher elevations was significant. Fortunately, existing services were able to cope with weather related problems in lower, more densely populated areas.

**Vulnerability:** Because of the diverse terrain within the county, it is difficult to estimate the impact on the population. However, if a major storm, with snow levels down to 2000 feet materialized, it is possible that up to 60% of the county's population could be affected. That same type storm could affect up to 50% of the county itself.

**Maximum threat:** Based on a worst-case scenario, up to 90% of the county's population could experience some difficulty in the form of power outages, inability to drive, etc. Up to 70% of the county itself could be affected.

**Probability:** There have been a number of major winter storms over the past ten years, and there is no reason to believe that the possibility will decrease in the future. Since weather in Central Oregon can be quite diverse, accurate forecasting and early warning of impending storms remain a high priority.

### **Josephine County (June 2003)**

Wildfire (201 points)

A considerable threat in the county is presented by the large amount of public and private forestland managed by state, federal and private entities. More than half of the county contains woodlands, much of which is used for recreation, agriculture, and timber industries. In addition, the county faces the threat of urban interface fires as communities continue their expansion into the wildland.

### **Umatilla County (December 2003)**

Geographic Description<sup>3</sup>

Umatilla County is located along the Columbia River in northeastern Oregon. It has an area of 3,231 square miles with a population of 70,548, according to the U.S. Census 2000 nighttime population data. Twelve incorporated cities lie within the county, in which about two-thirds of the total county population resides. Approximately 12% of the county land area is under state or federal ownership. From an elevation of 296 feet at Umatilla, the county rises to an elevation greater than 5,800 feet in the Blue Mountains on its eastern boundary. Umatilla County is bordered by the Columbia River and Walla Walla County, Washington, to the north, Morrow County to the west, Grant County to the south, and Union and Wallowa counties to the east. Umatilla County is bisected by Interstate 84, west to east, and by U.S. Highway 395, north to south, Interstate 82 passes through the county near Umatilla and Hermiston. The Union Pacific Railroad travels east and west the length of the county.

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<sup>3</sup> This is usually the lead piece of local hazard analyses.

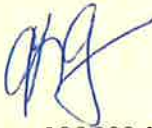


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E-mail: ggutierrez@co.morrow.or.us

## TREASURER

**Gayle L. Gutierrez**

March 31, 2017

To: Morrow County Board of Commissioners  
From: Gayle L. Gutierrez, Morrow county Treasurer   
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 1.30%.

The interest rate for the Bank of Eastern Oregon is .05%.

Outstanding checks as of February 28, 2017 total \$71,191.90.

These totals will not reflect the actual balances for the end of March as I have not received some revenues sheets from certain departments; I have not distributed taxes, and have not received the interest amount from the banks. It is just a timing issue for submitting this information to you so it can go out with your packets.



FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	8,846,333.64 (	575,441.91)	8,270,891.73	
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	17,329.73	0.00	17,329.73	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	474,361.90	0.00	474,361.90	
202-100-1-10-1500	ROAD FC W/TREASURER	1,505,089.80 (	153,420.63)	1,351,669.17	
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	4,930.99	13,856.35	18,787.34	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92	
205-100-1-10-1500	AIRPORT FC W/TREASURER	15,341.77	949.49	16,291.26	
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	35,441.04 (	1,322.53)	34,118.51	
207-100-1-10-1500	911 FC W/TREASURER	46,074.51	2,638.25	48,712.76	
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	212,208.84	1,256.00	213,464.84	
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	240,314.51	103,805.56	344,120.07	
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	931.18	5,777.81	6,708.99	
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	90.65	564.78	655.43	
214-100-1-10-1500	FAIR FC W/TREASURER	123,985.95 (	3,065.48)	120,920.47	
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	49,152.41	0.00	49,152.41	
216-100-1-10-1500	STF FC W/TREASURER	55,653.16 (	71,346.36)	15,693.20)	
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	49,952.54	0.00	49,952.54	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	22,713.68	0.00	22,713.68	
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	40,406.53 (	2,500.00)	37,906.53	
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	22,796.49 (	324.31)	22,472.18	
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	1,763.01 (	1,545.89)	217.12	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	31,106.63 (	10,915.78)	20,190.85	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	5,004.17	0.00	5,004.17	
225-100-1-10-1500	STF VEHICLE FC W/TREAS	135,870.64	55,000.00	190,870.64	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	15,438.25	0.00	15,438.25	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	190,416.68	0.00	190,416.68	
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	17,268.00	0.00	17,268.00	
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	25,835.21	0.00	25,835.21	
230-100-1-10-1500	RODEO FC W/TREAS	45,752.72	0.00	45,752.72	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	49,986.60	48,668.61	98,655.21	
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	15,016.57	150.50	15,167.07	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	25,001.66	0.00	25,001.66	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	529.04	0.00	529.04	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	508,811.86 (	86,987.05)	421,824.81	
238-100-1-10-1500	PARK FC W/TREAS	317,693.35	50,483.57	368,176.92	
240-100-1-10-1500	EQUITY FC W/TREAS	160,759.36	0.00	160,759.36	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	191,130.89	0.00	191,130.89	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	810.01	0.00	810.01	
245-100-1-10-1500	WPF FC W/TREASURER	17,257.73	0.00	17,257.73	
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	59,585.97	0.00	59,585.97	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	142,042.60 (	1,970.19)	140,072.41	
500-100-1-10-1500	ECHO WINDS FC W/TREAS	25,042.93	0.00	25,042.93	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	296,651.71	0.00	296,651.71	
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00	
504-100-1-10-1500	STO FC W/TREAS	12,886.35 (	6,384.11)	6,502.24	
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	22,194.31	0.00	22,194.31	
510-100-1-10-1500	P & P FC W/TREAS	278,146.84 (	38,394.04)	239,752.80	
514-100-1-10-1500	IONE SD B & I FC W/TREAS	6,745.04 (	6,745.04)	0.00	

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: MARCH 31ST, 2017

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		1,738.20 (	1,738.20)	0.00
516-100-1-10-1500	RADIO DIST FC W/TREAS		12,583.05 (	12,583.05)	0.00
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		1,226.98 (	1,226.98)	0.00
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		67,837.39 (	67,837.39)	0.00
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.03	0.00	0.03
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		15,264.30 (	15,264.30)	0.00
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		1.56 (	1.56)	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		8,162.95 (	8,162.95)	0.00
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		1,305.83	0.00	1,305.83
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		196.17 (	196.17)	0.00
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		2,112.29	0.00	2,112.29
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		6,227.33 (	6,227.33)	0.00
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		59,467.36 (	59,467.36)	0.00
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		12,767.01 (	12,767.01)	0.00
633-100-1-10-1500	CITY OF IONE FC W/TREAS		2,091.86 (	2,091.86)	0.00
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		6,496.75 (	6,496.75)	0.00
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		1,286.80 (	1,286.80)	0.00
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		42,421.57 (	42,421.57)	0.00
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		2,013.00 (	2,013.00)	0.00
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		3,772.85 (	3,772.85)	0.00
640-100-1-10-1500	IONE RFPD FC W/TREAS		446,299.66 (	2,050.00)	444,249.66
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		103.82	0.00	103.82
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		723.53 (	723.53)	0.00
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		1,678.28 (	1,678.28)	0.00
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		91,941.48 (	4,000.00)	87,941.48
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		669.20 (	669.20)	0.00
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		5,022.95 (	5,022.95)	0.00
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		7,643.72 (	7,643.72)	0.00
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		2,660.47 (	2,660.47)	0.00
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		17,569.28 (	17,569.28)	0.00
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		807,782.77 (	349,846.50)	457,936.27
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		311.40 (	311.40)	0.00
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		285,234.45 (	285,234.45)	0.00
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,945,164.18	0.00	1,945,164.18
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		45,039.05 (	45,039.05)	0.00
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.41	0.00	13.41
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		25,657.25	0.00	25,657.25
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		13,049.62	0.00	13,049.62
658-100-1-10-1500	BMCC FC W/TREASURER		48,368.52 (	48,368.52)	0.00
659-100-1-10-1500	BMCC B & I FC W/TREASURER		15,927.85 (	15,927.85)	0.00
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		16,281.77 (	16,281.77)	0.00
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		1,530.90 (	1,530.90)	0.00
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		16,287.67 (	16,287.67)	0.00
665-100-1-10-1500	SPATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	SPATE FIRE PATROL FC W/TREAS		7,215.28 (	7,215.28)	0.00
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS		0.00	0.00	0.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
669	100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	10,201.39	0.00	10,201.39
670	100-1-10-1500	ADV COLL 04-05 FC W/TREAS	524.50	0.00	524.50
671	100-1-10-1500	ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672	100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673	100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674	100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675	100-1-10-1500	TREASURER TRUST FC W/TREAS	1,075.74	0.00	1,075.74
676	100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	152,376.74	0.00	152,376.74
678	100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680	100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681	100-1-10-1500	COUNTY A & T FC W/TREAS	14,941.73	1,563.00	16,504.73
682	100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683	100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	1,699.14	0.00	1,699.14
684	100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,178,028.18	0.00	1,178,028.18
685	100-1-10-1500	STATE HOUSING FC W/TREAS	5,464.28	2,941.50	8,405.78
686	100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	35,364.21	0.00	35,364.21
687	100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688	100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	24,176.98 (	24,176.98)	0.00
690	100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	21,451.68	0.00	21,451.68
691	100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	1,735.99 (	1,735.99)	0.00
693	100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695	100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	0.00	15,784.15	15,784.15
697	100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698	100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699	100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	0.00	124,534.21	124,534.21
TOTAL CLAIM ON CASH			19,924,205.72 (	1,629,918.46)	18,294,287.26

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED	994,670.50 (	763,565.93)	231,104.57
999-100-1-10-1502	PAYROLL	11,587.25 (	9.00)	11,578.25
999-100-1-10-1503	STATE TREASURY POOL	18,917,530.62 (	866,352.53)	18,051,178.09
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH		19,923,788.37 (	1,629,927.46)	18,293,860.91

WAGES PAYABLE

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

TOTAL CASH IN BANK - POOLED CASH		19,923,788.37 (	1,629,927.46)	18,293,860.91
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Roberta,

Could you please include this email with the BOC correspondence for their next meeting.

Thanks,

Carla

**From:** Bridger Wineman [<mailto:bwineman@enviroissues.com>]

**Sent:** Monday, March 27, 2017 3:46 PM

**To:** [ascott@malheurco.org](mailto:ascott@malheurco.org); [amy.burt@navy.mil](mailto:amy.burt@navy.mil); [ablumton@fs.fed.us](mailto:ablumton@fs.fed.us); [bbeyeler@cityofboardman.com](mailto:bbeyeler@cityofboardman.com); [mreinhardt@usbr.gov](mailto:mreinhardt@usbr.gov); [bharvey@bakercounty.org](mailto:bharvey@bakercounty.org); [caren.mccurdy@navy.mil](mailto:caren.mccurdy@navy.mil); [caren.mccurdy@navy.mil](mailto:caren.mccurdy@navy.mil); Carla McLane <[cmclane@co.morrow.or.us](mailto:cmclane@co.morrow.or.us)>; [carol.johnson@umatillacounty.net](mailto:carol.johnson@umatillacounty.net); [Christopher.M.Page@usace.army.mil](mailto:Christopher.M.Page@usace.army.mil); [djoyce@malheurco.org](mailto:djoyce@malheurco.org); [dvidergar@usbr.gov](mailto:dvidergar@usbr.gov); [dgonzale@blm.gov](mailto:dgonzale@blm.gov); Don Russell <[drussell@co.morrow.or.us](mailto:drussell@co.morrow.or.us)>; [peterson.erik@epa.gov](mailto:peterson.erik@epa.gov); [oidh20@fmtc.com](mailto:oidh20@fmtc.com); [owyheeO@fmtc.com](mailto:owyheeO@fmtc.com); [hkerns@bakercounty.org](mailto:hkerns@bakercounty.org); [southernopsdetail@idl.idaho.gov](mailto:southernopsdetail@idl.idaho.gov); [jackiedieterle@yahoo.com](mailto:jackiedieterle@yahoo.com) <[jackie.queen@navy.mil](mailto:jackie.queen@navy.mil)>; [jasutter@blm.gov](mailto:jasutter@blm.gov); [oidh20@fmtc.com](mailto:oidh20@fmtc.com); [jgaston@blm.gov](mailto:jgaston@blm.gov); [jhuang@usbr.gov](mailto:jhuang@usbr.gov); [jbluma@blm.gov](mailto:jbluma@blm.gov); [jfincher@blm.gov](mailto:jfincher@blm.gov); [joe\\_zisa@fws.gov](mailto:joe_zisa@fws.gov); [John.Chatburn@oer.idaho.gov](mailto:John.Chatburn@oer.idaho.gov); [jnichols@idl.idaho.gov](mailto:jnichols@idl.idaho.gov); [kpettigrew@cityofboardman.com](mailto:kpettigrew@cityofboardman.com); [karen@cityofboardman.com](mailto:karen@cityofboardman.com); [PettigrewK@cityofboardman.com](mailto:PettigrewK@cityofboardman.com); [kcgrange@bpa.gov](mailto:kcgrange@bpa.gov); [kellen.tardaewether@state.or.us](mailto:kellen.tardaewether@state.or.us) <[kellen.tardaewether@oregon.gov](mailto:kellen.tardaewether@oregon.gov)>; [kent.mathes@navy.mil](mailto:kent.mathes@navy.mil); [krauhe@epgaz.com](mailto:krauhe@epgaz.com); [kim.ross@malheurco.org](mailto:kim.ross@malheurco.org); [kbonanno@fs.fed.us](mailto:kbonanno@fs.fed.us); [ledouglas@blm.gov](mailto:ledouglas@blm.gov); [larry.givens@umatillacounty.net](mailto:larry.givens@umatillacounty.net); [ltate@idl.idaho.gov](mailto:ltate@idl.idaho.gov); [mshigeta@payettecounty.org](mailto:mshigeta@payettecounty.org); [mbennett@bakercounty.org](mailto:mbennett@bakercounty.org); [matt.wiggs@oer.idaho.gov](mailto:matt.wiggs@oer.idaho.gov); [maxwell.woods@oregon.gov](mailto:maxwell.woods@oregon.gov); [nyssalawkg@fmtc.com](mailto:nyssalawkg@fmtc.com); [mikehorton@fmtc.com](mailto:mikehorton@fmtc.com); [michael.bianchi1@navy.mil](mailto:michael.bianchi1@navy.mil); [nigel.e.seidel@state.or.us](mailto:nigel.e.seidel@state.or.us); [peter.d.olmstead@usace.army.mil](mailto:peter.d.olmstead@usace.army.mil); [rjackson@usbr.gov](mailto:rjackson@usbr.gov); [rrieber@usbr.gov](mailto:rrieber@usbr.gov); [rick.ward@idfg.idaho.gov](mailto:rick.ward@idfg.idaho.gov); [rward@idfg.idaho.gov](mailto:rward@idfg.idaho.gov); [robert.waldher@umatillacounty.net](mailto:robert.waldher@umatillacounty.net); [Ruchi.sadhir@oregon.gov](mailto:Ruchi.sadhir@oregon.gov); [rmontoya@idl.idaho.gov](mailto:rmontoya@idl.idaho.gov); [sjackley@bpa.gov](mailto:sjackley@bpa.gov); [shartell@union-county.org](mailto:shartell@union-county.org); [scott.pugrud@oer.idaho.gov](mailto:scott.pugrud@oer.idaho.gov); [slarraid@blm.gov](mailto:slarraid@blm.gov); [skokos@usbr.gov](mailto:skokos@usbr.gov); [Stefanie Stavrakas@fws.gov](mailto:Stefanie_Stavrakas@fws.gov); Stephen Wreccsics <[swreccsics@co.morrow.or.us](mailto:swreccsics@co.morrow.or.us)>; [mcclure@union-county.org](mailto:mcclure@union-county.org); [tamra.mabbott@umatillacounty.net](mailto:tamra.mabbott@umatillacounty.net); [planning@umatillacounty.net](mailto:planning@umatillacounty.net); [ted\\_buerger@fws.gov](mailto:ted_buerger@fws.gov); Terry Tallman <[ttallman@co.morrow.or.us](mailto:ttallman@co.morrow.or.us)>; [timothy.r.parr@navy.mil](mailto:timothy.r.parr@navy.mil); [todd.cornett@state.or.us](mailto:todd.cornett@state.or.us)

**Cc:** 'Gertsch, Tamara' <[tgertsch@blm.gov](mailto:tgertsch@blm.gov)>; Straub, Renee <[rstraub@blm.gov](mailto:rstraub@blm.gov)>; Chris Smith <[csmith@epgllc.co](mailto:csmith@epgllc.co)>; Amanda O'Connor <[AConnor@epgllc.co](mailto:AConnor@epgllc.co)>; Cindy Smith <[clsmith@epgllc.co](mailto:clsmith@epgllc.co)>; Emma Sagor <[esagor@enviroissues.com](mailto:esagor@enviroissues.com)>; Ray Outlaw <[routlaw@enviroissues.com](mailto:routlaw@enviroissues.com)>; Connie Kim <[ckim@enviroissues.com](mailto:ckim@enviroissues.com)>; [swhitesides@blm.gov](mailto:swhitesides@blm.gov)

**Subject:** B2H: Update on Federal ROD schedule

Dear Cooperating Agencies,

On behalf of the BLM, please see below for an update on the anticipated Record of Decision (ROD) release schedule.

The BLM project team is working to schedule the necessary briefing(s) on the ROD with the BLM Washington Office. This briefing and subsequent approval is required prior to publication of the ROD. Due to the briefing schedule, publication of the ROD is now anticipated for mid to late April 2017. If you have any questions, please contact Tamara or Renee.

Thank you,

The B2H Project Team