

## Request to add: 4i. POM Letters of Support; Tab 2

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, November 1, 2017 at 9:00 a.m.**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, OR**

- 1. Call to Order and Pledge of Allegiance – 9:00 a.m.**
- 2. City & Citizen Comments** – Individuals may address the Board on issues not on agenda
- 3. Open Agenda** – Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
  - a. Accounts Payable dated November 2<sup>nd</sup>; Payroll Payables, Immediates & Electronic dated October 25<sup>th</sup>
  - b. Minutes: October 11<sup>th</sup> and 18<sup>th</sup>
  - c. CareVan Good Shepherd Purchase Service Agreement (Anita Pranger, Coordinator, The Loop)
  - d. ODS Community Health, Inc. Participating Provider Agreement (Sheree Smith, Public Health Director)
  - e. Resolution No. R-2017-29: Transferring Appropriations within the Road Fund (Kate Knop, Finance Director)
  - f. Resolution No. R-2017-30: Policy Regarding Retirement Benefit Estimate Options (Kate Knop, Finance Director)
  - g. Personal and Professional Services Contracts: Plumbing Services; Electrical Services (Sandi Pointer, Public Works Management Assistant)
  - h. ODOT Fund Exchange Agreement (Sandi Pointer, Public Works) [4i. POM Support Letters](#)
- 5. Public Hearing**
  - a. Resolution No. R-2017-28: Supplemental Budget Action - Victim Witness Fund (Kate Knop, Finance Director)
- 6. Business Items**
  - a. Review End Dump Trailer Bids; Award Bid (Matt Scrivner, Assistant Road Master)
  - b. Review Purchase Pre-Authorization Request for End Dump Trailers (Matt Scrivner, Assistant Road Master)
  - c. Review Bids to Remove/Add Dirt at the Wilkinson Arena; Award Bid (Sandi Pointer, Public Works Management Assistant)
  - d. Discussion - Surveyor Compensation (Karen Wolff, Human Resources Director)
  - e. Discussion - Public Works Structure (Karen Wolff, H.R. Director; Burke O'Brien, Public Works Director)
  - f. BOC November Meeting Schedule (Kim Cutsforth, Interim Administrative Officer)
- 7. Department Reports**
  - a. Administrative Officer Monthly Report (Kim Cutsforth, Interim A.O.)
  - b. Treasurer's Monthly Report (Gayle Gutierrez, Treasurer)
  - c. Finance Department Quarterly Report (Kate Knop, Finance Director)
  - d. Assessment & Tax Quarterly Report (Mike Gorman, Assessor/Tax Collector)
  - e. Surveyor's Quarterly Report (Steve Haddock, Surveyor)
- 8. Recess for lunch**
- 9. 1:30 p.m. - Site Visit and Tour, Morrow County Museum, 444 N. Main St., Heppner**

**10. 3:45 p.m. - Executive Session:** Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member of individual agent

**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 Kim Cutsforth, Interim Administrative Officer at (541) 676-2529.

**Morrow County Board of Commissioners Meeting Minutes**  
**October 11, 2017**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**Irrigon, Oregon**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty  
Kim Cutsforth, Interim Administrative Officer  
Karen Wolff, Human Resources Director  
Richard Tovey, County Counsel  
Roberta Lutcher, Executive Assistant

**Call to Order and Pledge of Allegiance:** 9:04 a.m.

**City and Citizen Comments**

Aaron Palmquist, Irrigon City Manager

Mr. Palmquist informed the Board that Irrigon Mayor Sam Heath recently resigned due to relocating to Texas. Mayor Pro Tem Daren Strong has stepped in until a vote will be taken in January. Mr. Palmquist also discussed how Irrigon spent part of the \$45,028 it received from the County as part of the Grants to Cities program this year. He said \$31,000 was spent to pave an area between the schools that was in great need of repair. By partnering with Morrow County Public Works and its contractor, Pioneer Asphalt, Inc., the City saved around \$15,000-20,000 on the paving job. Commissioner Russell said when the Board decided on the grants, the hope was the Cities would leverage it in some way, and it appears the City of Irrigon did that.

**Open Agenda**

- Remove from the Consent Calendar – 4e Highly Rural Veterans Transportation Grant (scheduled for next week).
- Add a Public Works request to transfer \$210,000 within its budget to Capital Outlay for future purchases.
- Add as part of the Planning Update – consideration of a Department of Land Conservation and Development (DLCD) Small Jurisdiction Grant.
- Chair Lindsay requested discussions on: 1.) Plans for Friday's meeting with the Umatilla County Board of Commissioners; and 2.) The addition of Business Meetings to the schedule of the Morrow County Board of Commissioners.

**Consent Calendar**

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

1. *Accounts Payable dated October 12<sup>th</sup> in the amount of \$323,206.28; Payroll Payables, Monthlies, dated October 2<sup>nd</sup>; October 2017 Retirement Taxes dated October 3<sup>rd</sup>.*
2. *Letter in Support of Public Health Modernization Implementation Request for Proposals.*

3. *Casey Eye Institute Outreach Screening Partner Agency Agreement; and Facility Usage Agreement for St. Patrick's Parish Hall.*
4. *Columbia River Community Health Services Business Associate Agreement; and authorize the Public Health Director to sign on behalf of the County.*

*Commissioner Doherty seconded. Unanimous approval.*

### **Business Items**

#### Youth Suicide Response Protocol

Kimberly Lindsay, Executive Director, Community Counseling Solutions

Ms. Lindsay explained Senate Bill 561 requires Local Mental Health Authorities to develop a policy that identifies the processes for youth suicide responses by counties. Ms. Lindsay reviewed the draft protocol and recommended its approval.

*Commissioner Russell moved to approve the Morrow County Senate Bill 561 Communication and Response Protocol as presented. Commissioner Doherty seconded. Unanimous approval.*

#### Irrigon-Boardman Emergency Assistance Center Update

JoAn Smith, Coordinator

Shirley David, Bookkeeper

John Wenzholz, President

The update covered the following points of interest:

- The main purpose of the IBEAC is to provide food for income-eligible recipients in the Irrigon and Boardman areas. The recipients encompass families, single individuals, retirees and veterans, for example.
- The Center can also help people pay utility bills, rent, and other miscellaneous expenses.
- The Center receives funding from Morrow County, local donations, Umatilla Electric Cooperative, United Way, and grants.
- Board of Director Meetings are held quarterly and the Commissioners were invited to attend.
- The Center is open on Tuesdays and relies on its seven volunteers, in addition to the paid part-time Coordinator.
- Once a month on a Thursday, CAPECO brings food to the Center through the Community Produce program and distributes it to anyone, no income restrictions.

#### Consider Adding Business Meetings to the BOC Schedule

The Board agreed to hold its first Business Meeting prior to the regular BOC Meeting on October 18<sup>th</sup> in Boardman, start time 7:30 a.m. The purpose of the public Business Meetings is to allow for a less formal exchange of information with no specific agenda topics listed. There will be two main differences between the meetings – decisions will be made at the regular BOC Meetings, not at the Business Meetings; and public comment will continue to be taken at the regular BOC Meeting, but not at the Business Meetings. It was also agreed this will be done on a trial basis, and if implemented, might be held twice monthly with locations rotating between Heppner and Boardman.

### First Readings of Adopting Ordinances

Carla McLane, Planning Director

Ms. McLane provided the First Readings by title of the following Ordinances:

#### *Ordinance No. ORD-2017-5*

“An Ordinance to Opt Out of Marijuana Activities, Specifically Medical Licenses Identified in Enrolled Senate Bill 1057 (2017) and as Allowed in Enrolled House Bill 2198 (2017)”

#### *Ordinance No. ORD-2017-6*

“An Ordinance Amending the Morrow County Zoning Ordinance Moving Article 4 Supplementary Provisions Section 4.170 Site Development Review to Article 3 Use Zones Section 3.130 Speedway Limited Use Overlay Zone”

#### *Ordinance No. ORD-2017-7*

“An Ordinance Amending the Morrow County Comprehensive Plan, Comprehensive Plan Map and Zoning Ordinance Map, thereby Expanding the Ione Urban Growth Boundary and Zoning the Subject Properties Rural Light Industrial and doing so in Cooperation with the City of Ione”

Ms. McLane said the plan is to return for the Second Readings on October 25<sup>th</sup> with possible adoption at that same time.

### Proposed 2018 Holiday Schedule

Karen Wolff, Human Resources Director

*Commissioner Russell moved to approve the 2018 Holiday Schedule as presented.*

*Commissioner Doherty seconded. Unanimous approval.*

### Road Department Budget Transfer Request

Burke O'Brien, Public Works Director

Matt Scrivner, Assistant Road Master

Mr. O'Brien and Mr. Scrivner presented a proposal to purchase trailers to haul asphalt mix to the paver utilizing the County's belly dump trucks. Doing so, they reported, will mean an estimated 50% increase in productivity during the paving season. However, a \$210,000 budget transfer from Material & Services to Capital Outlay will be necessary, as will an official Resolution.

*Commissioner Doherty moved to approve the transfer of \$210,000 from Material & Services (202-220-5-20-2504) to Capital Outlay (202-220-5-40-4402). Commissioner Russell seconded. Unanimous approval.*

### Plans for the Joint Meeting with the Umatilla County Board of Commissioners

Chair Lindsay said this first meeting is an “ice-breaker” of sorts and Umatilla County Commissioner George Murdoch has inquired if Morrow County Department Heads will be present. Commissioner Doherty said given the agenda topics, it would be appropriate to have representation from the departments associated with those agenda items. He said the next

meeting will be held in Umatilla County and he envisioned meeting with their Department Heads at that time.

**Break:** 10:35 a.m.

**Resumed:** 10:45 a.m.

## **Department Reports**

### Planning Department Monthly Report

Carla McLane, Planning Director

- Ms. McLane requested permission to move forward with accepting a DLCD grant that, for various reasons, was not included in the Planning Department's budget. Brief discussion.

*Commissioner Russell moved to accept the Department of Land Conservation and Development Small Jurisdiction Grant in the amount of \$4,000 and authorize the Planning Director to sign the acceptance and any close-out documents associated with the grant. Commissioner Doherty seconded. Unanimous approval.*

- Ms. McLane requested approval to make written comment to the Oregon Department of Energy regarding the Nolin Hills Wind Power Project Notice of Intent. The project will be located in Umatilla County but Morrow County is in the influence area. Commissioner Russell mentioned Morrow County required in its most recent Strategic Investment Program agreement that wind towers have aircraft detection lighting systems installed, and perhaps Umatilla County might want to consider the same since this project is within the viewshed of Morrow County residents. Ms. McLane said she will include in the letter that Morrow County would like to see this become a standard requirement for all projects.
- Ms. McLane discussed the timeline for the Parks Master Plan and upcoming meetings. Commissioner Doherty said the food vendor at the OHV Park has been very successful by all accounts, and asked if anything will need to be updated to reflect the growth of the Park as it strives to meet the needs of its visitors. Ms. McLane agreed certain aspects of the Park have grown beyond what is delineated under Park Law, and her intent is now to have our land-use allow what's happening there. In addition, she said the County should identify what else might be of benefit to the users of the Park and travelers on Highway 207, for instance overnight accommodations, gas stations, convenience stores and restaurants.
- Ms. McLane requested approval to move forward with a Buildable Lands Inventory to identify current stock of residential and employment lands throughout the County. A Request for Proposals is being drafted to support this activity, as well as, a Memorandum of Agreement or Understanding for the County and its five communities. She said \$30,000 was identified within the Building Permit Fund during the Budget Hearings for this and related activities. The Board agreed by consensus with this moving forward. A discussion then took place on a process to create smaller parcels of land on which people can build homes. These parcels, of about two to five acres, are extremely desirable and

practically non-existent, especially in south Morrow County. Ms. McLane said there is a process in the existing system, albeit difficult and sometimes costly. The Commissioners expressed a preference to join eight other Counties that are seeking to obtain more discretion with land-use to create these types of parcels.

- Ms. McLane provided an update on the status of the Code Enforcement Ordinance Update. Commissioner Russell requested a Chronic Nuisance Ordinance be incorporated; Chair Lindsay agreed.

### Justice Court Quarterly Report

Judge Ann Spice

Judge Spicer reviewed summaries of fines from citations from January-September 2017. The summaries also included how fines are distributed between the Cities, County and State. Various discussions on what might become of Justice of the Peace positions in the future, which could impact the County since Judge Spicer said she anticipates retiring in about two years.

### **Correspondence Reviewed**

- Email from Melissa Ross, Sheriff's Office, Administrative Lieutenant/Public Information Officer, announcing a grand jury found no criminal wrongdoing in the September 22<sup>nd</sup> shooting of an armed man by Deputy Aaron Haak.

### **Commissioner Reports**

- Commissioner Doherty discussed a meeting with members of the Governor's Sustainability Board. Also present were Ms. McLane; Lisa Mittelsdorf, Economic Development Director for the Port of Morrow; and Barry Beyeler, Community Development Director for the City of Boardman. Discussion topics included sustainability in Morrow County relative to energy generation, the environment, and transportation. The Sustainability Board members said they will take the information to the appropriate departments at the State level so they'll know what to work on in these areas. It was a worthwhile effort, provided they do what they say, he added.

### **Comments Prior to Executive Session**

Kim Cutsforth, Interim Administrative Officer, said a decision could take place following the Executive Session.

### **12:15 p.m. Executive Sessions**

Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions. Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent. Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

### **12:52 p.m. Closed Executive Sessions**

### **12:53 p.m. Return to Regular Session**

*Commissioner Russell moved to approve Chair Lindsay signing a counter-offer on a property purchase, if it is received, and that the Chair be allowed some leeway in making a reasonable counter-offer as long as it is consistent with the prior discussion. Ms. Cutsforth suggested the addition of allowing the owner to keep the existing well near the boundary. Commissioner Doherty seconded. Discussion: Commissioner Doherty said in light of the fact the property is owned by former Judge Terry Tallman and his family, it is important that people understand this is the fourth property considered in the general area, and at this point, it appears to be the best option for the County. Chair Lindsay noted the County's terms remained consistent in this and the negotiations on the other properties. Unanimous approval.*

**Adjourned:** 12:54 p.m.

DRAFT



**Morrow County Board of Commissioners Meeting Minutes**  
**October 18, 2017**  
**Port of Morrow Riverfront Center, Wells Springs Room**  
**Boardman, Oregon**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty  
Kim Cutsforth, Interim Administrative Officer  
Richard Tovey, County Counsel  
Karen Wolff, Human Resources Director  
Roberta Lutcher, Executive Assistant

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

**City and Citizen Comments:** None

**Open Agenda Requests:** Add to Consent Calendar: 2017 Fair Premiums to Claims; October 4<sup>th</sup> Minutes; Request to Increase Visa Limit – Assessor's Office

**Consent Calendar**

Chair Lindsay asked to remove the October 4<sup>th</sup> minutes for additional clarification on the U.S. Forest Service 21 Road Discussion. They will be added to next week's agenda. Chair Lindsay also asked to move the OLCC Liquor License Application to Business Items.

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

- 1. Accounts Payable dated October 19<sup>th</sup> in the amount of \$216,479.57; Mid-Columbia Title manual check dated October 12<sup>th</sup>; 2017 Fair Premiums dated October 5<sup>th</sup>; Two Payroll Payables Immediates & Electronic dated October 11<sup>th</sup>*
- 2. Request to permanently increase the credit limit on the Visa card for the Assessor's Office to \$5,000*
- 3. 2017-2018 Transportation of Veterans in Highly Rural Areas Grant Agreement*
- 4. Purchase Pre-Authorization Request from the Sheriff's Office for six in-vehicle computers in the amount of \$15,437.40*
- 5. Morrow and Gilliam County Intergovernmental Agreements for the Exchange of Independent Appraiser Services for each County's Board of Property Tax Appeals*

*Commissioner Doherty seconded. Unanimous approval.*

**Business Items**

OLCC Liquor License Application – Irv & Millie's Spirits and Mead

Since Planning Director Carla McLane was in attendance, Chair Lindsay said she had a few questions about Chris and Kathy Rauch's Conditional Use Permit that was recently approved. Ms. McLane responded to her questions but said she did not know the specifics of the OLCC application process. Commissioner Russell said past practice with OLCC license renewals has

been to take no action, thereby allowing an application to continue through the OLCC approval process, and that would be his recommendation in this case. After discussion, no action was taken for or against.

Consideration of an Order to form an Oregon State University Extension Service District

Mary Corp, OSU Extension Regional Administrator

Julie Baker, Co-County Leader, Morrow County Extension Office

Richard Tovey, County Counsel

Mr. Tovey reviewed the events to date, and said the next step is an Order from the Board to start the process, if that is the intention, so it can ultimately appear on the ballot in May 2018. Brief discussion.

*Commissioner Doherty moved to direct staff to draft the first Order to set public hearings for comment on the formation of the OSU Extension Service Taxing District. Commissioner Russell seconded. Unanimous approval.*

Northeast Oregon Water Association Update and Review of Dues Invoice

J.R. Cook, Director, NOWA

Mr. Cook reviewed his PowerPoint presentation and provided a comprehensive review of activities by NOWA, past, present, and future. The dues invoice was also discussed.

*Commissioner Russell moved to approve the NOWA invoice in the amount of \$5,000. Commissioner Doherty seconded. Unanimous approval.*

**Break:** 10:14 a.m.

**Resumed:** 10:26 a.m.

Youth Elk Hunt Draw

Greg Close, Parks General Manager

Mr. Close explained the Special Youth Hunt - Elk Second Season (spike only) allows up to six participants to hunt a special closed section of the Morrow/Grant County OHV Park. Six applications were received and opened by Mr. Close:

1. Kaden Combe, Heppner
2. Tiffany Hollis, Heppner
3. Jonathan Brannon, Heppner
4. Logan Namitz, John Day
5. Preslie Bowles, Irrigon
6. ZaBrena Masterson, Heppner

Announcement of Retirement of Public Works Director

Kim Cutsforth, Interim Administrative Officer

Ms. Cutsforth said she just received notification from Human Resources Director Karen Wolff that it is can now be made public that Burke O'Brien, Public Works Director, will retire effective November 30<sup>th</sup>. Ms. Wolff further inquired if the Board would like to review the current job

description for Public Works Director and the organizational structure of the Public Works Department. The Commissioners were in favor of both and requested discussions take place at upcoming BOC meetings.

### **Staff Reports**

#### The Loop Quarterly Report

Anita Pranger, Coordinator, The Loop

Ms. Pranger reviewed her report and noted the new bus that was due to arrive September 27<sup>th</sup> has not yet been delivered; she will continue to follow-up. She also discussed a new local committee that will need to be formed in order to start receiving grant dollars beginning in 2019 from House Bill 2017, also known as Keep Oregon Moving.

#### Emergency Management Quarterly Report

Undersheriff John Bowles

Undersheriff Bowles reviewed his report of activities related to Emergency Management during the time period of July 20<sup>th</sup> through October 10<sup>th</sup>. He mentioned he is working on a mass alert system and is obtaining cost estimates.

### **Commissioner Reports**

- Commissioner Doherty reported on the most recent meeting pertaining to the Blue Mountains Forest Plan Revision. U.S. Representative Greg Walden attended, along with numerous County Commissioners from eastern Oregon. Commissioner Doherty said the group “put its foot down” and told the Forest Service this is the last and best chance for them to work with the Counties. The Forest Service representatives were receptive, he said. Commissioner Doherty also attended the Heppner Junior/Senior High School Booster Club Auction.
- Commissioner Russell said he attended the groundbreaking ceremony for a new apartment complex in Boardman. Construction will begin on the first 120 units, with an option to build another 120 units, if successful. There are no income restrictions on these units, he said.
- Chair Lindsay said she attended the Morrow County Citizens Economic Development Task Force Meeting in Ione. Robust discussion took place on housing stock inventory analysis. She also attended the Ione Community Agri-Business Organization (ICABO) Meeting where the many hurdles faced by Ione regarding its sewer and water systems were discussed. Chair Lindsay attended a Rural Skill Builder training offered by Rural Development Initiatives, and a separate training concerning the operations of non-profit boards. At the Regional Solutions Committee Meeting, Chair Lindsay said three main focuses for Regional Solutions and Business Oregon emerged – 1.) Workforce housing, 2.) Workforce Training, and 3.) Infrastructure.

### **New Wage Information for Morrow County**

Commissioner Russell said new average wage information by county was released that showed Morrow County retains its third-place position in the State. Morrow County is just ahead of

Benton County, and just behind Multnomah and Washington Counties. In addition, Morrow County is significantly higher than other counties in the region. He said when people complain about giving tax deferred status to industries, this is proof the program is working because wages are up.

Chair Lindsay said the State's lack of commitment to help with the housing situation in any form means Morrow County has to figure it out on its own. Regional Solutions is not helping with infrastructure either, she added. She referred to the joint meeting with the Umatilla County Board of Commissioners where it was mentioned Pendleton and Hermiston struggle to attract building contractors. Given that fact, how can we bring contractors to the smaller communities in Morrow County, she asked.

**Adjourned:** 11:14 a.m.

DRAFT



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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**1. TITLE OF AGENDA ITEM:**

Good Shepherd Health Care System (CareVan) Agreement

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

This agreement covers some of the cost to provide transportation to Good Shepherd Medical Facilities for Morrow County residents in Boardman and Irrigon. The dollars that covers this agreement are part of the Special Transportation money that I get from the State of Oregon for the elderly and disabled. This agreement gives people another option for transportation to Good Shepherd Medical Facilities when I am not available.

**3. OPTIONS:**

To sign this agreement or to no sign the agreement.

**4. FISCAL IMPACT:**

The money is in the budget to cover the cost of this agreement.

**5. STAFF RECOMMENDATIONS:**

Signing this agreement.

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

Move to sign agreement between Morrow County and Good Shepherd Health Care System (CareVan) in the amount of \$11,000 for two years or \$5,500 per year starting July 1, 2017 and ending June 30, 2019.

- Attach additional background documentation as needed.

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

Clerk (Original for recording)

Finance Department (Copy for file)

Board of Commissioners (Copy for file)

Department – For distribution

Other \_\_\_\_\_

## Carevan Good Shepherd Purchase Service Agreement

### Section I Parties

This agreement is made by and between **Morrow County**, a political subdivision of the State of Oregon, hereafter referred to as "County", and **Good Shepherd Health Care System (CareVan)**, hereafter referred to as "Provider".

### Section II Considerations

It is hereby agreed by and between the above named parties that as consideration for performance by Provider of services in accordance with the terms and conditions specified below, that County will pay to the Provider the sum of \$5,500.00 per year. Funds for this grant will come from the Special Transportation Fund awarded to the County by Oregon Department of Transportation Rail and Public Transportation for the 2017-2019 biennium. Portions of said sum may be paid to Provider on a quarterly basis as state funds are received, and is subject to full repayment to County by Provider for failure of Provider to adhere to the terms and conditions of this agreement.

### Section III Term

This agreement shall be effective from July 1, 2017 through June 30, 2019.

### Section IV Terms and Conditions

The following terms and condition are binding on the parties of this agreement:

1. Use of Funds

Provider shall limit the use of funds paid under this agreement to the sole benefit of elderly and handicapped residents of Morrow County. Travel will be provided within Morrow County except when there are required services to be provided that are not available within Morrow County. County shall, on demand, have access to all records of Provider, including financial documents or records, for review at any reasonable time.

2. Services

Provider shall perform all service specified and approved by County as directed by County.

3. Certification

During the term of this agreement, Provider shall obtain and maintain current status for any and certification necessary for the performance of the services required herein.

4. Independent Contractor

Provider is an independent contractor and shall not be considered an employee, agency, partner, or representative of County for any purpose whatsoever. Provider shall not be entitled

to payment by County for employee benefits, workers compensation, employment withholding taxes, or unemployment insurance. Contractor shall have the sole control and supervision over the manner in which services are performed, except that they must be performed in a manner which is consistent with the terms of this agreement. Provider shall be responsible for furnishing all equipment necessary for the performance of the services required herein.

5. Labor Standards

Provider agrees to comply with all applicable labor standards and restriction set forth in ORS 279.310 through 279.320.

6. Waiver

A waiver of any term or condition under this agreement by either party shall not be construed as a continuing waiver of that term or condition or affect the right to future enforcement of that term or condition.

7. Reports and invoices

Provider will furnish to County written reports and invoices for payment on a quarterly basis. For quarter beginning July 1 through September 30 report and invoice due October 15. Quarter October 1 through December 31 report and invoice due January 15. Quarter January 1 through March 31 report and invoice due April 15 and quarter April 1 through June 30 report and invoice due July 15. Invoices from the Provider for payment of the quarter will be for \$1,375.00.

8. Liability of Insurance

Provider shall obtain and maintain during the term of this agreement general liability insurance to cover any acts or omissions of Provider in the performance of this agreement. Such insurance shall not be less than the maximum amount specified under the Oregon Tort Claims Act (ORS 30.270).

9. Indemnification

Provider shall indemnify and hold County, The Loop Morrow County Transportation Advisory Committee and all of its agents, officers, and employees harmless from any damages which may arise from the acts or omissions of Provider in performing this contract, and for the costs of any suit or proceedings arising hereunder including attorney fees.

10. Dispute Resolution

If a dispute should arise concerning this agreement, the parties agree to make a good faith effort to mediate the dispute before filing any action or suit, with costs of mediation to be shared equally by the parties. If a suit or action is filed, each party will pay its own costs and attorney fees. Venue for such action shall be filed in Morrow County, Oregon.

11. Availability of funds



This agreement is subject to the availability of County funds appropriated for this specific purpose, and to the provision of funds to the County from state or federal funding sources.

12. Governing Law

The provisions of this agreement shall be governed by the laws of the state of Oregon. Provider agrees to comply with all federal, state, and local laws in the performance of this agreement.

See Appendix A for federal governing requirements.

13. Assignment

Provider may not assign the rights or duties under this agreement to any other person or party without express written consent of County.

14. Successors in Interest

The provisions of this agreement shall be binding on any heirs, assigns, or successors in interest to Providers.

15. Modification

Any amendment or modification to any provision of this agreement must be in writing, dated, and signed by both parties.

16. Entire Agreement

This document represents the entire agreement between the parties, and no other representation, either oral or written shall be effective unless adopted in accordance with the terms of this agreement.

17. Termination

Either party shall have the right to terminate this contract with or without cause upon 60 days notice in writing to the other party. If Provider terminates the agreement, Provider shall be required to repay to County the amount of any funds advanced to Provider which Provider has not earned or expended through the provision of services in accordance with the provision of this agreement. County reserves the right to terminate this agreement immediately upon notice to Provider for any breach of this agreement, including but not limited to any action which in the opinion of the County would endanger the public health, safety or welfare, or endanger or jeopardize County obligations, financial or otherwise, to third parties as a result of Provider's breach of this agreement.

Dated this 28<sup>th</sup> day of September 2017.

Cindy Schaan  
Cindy Schaan  
Good Shepherd Health Care System  
CareVan

\_\_\_\_\_  
Melissa Lindsay, Chair  
Morrow Co. Commissioner

Jim Schlenker  
JIM SCHLENKER COO  
GOOD SHEPHERD HEALTH CARE SYSTEM  
CAREVAN

\_\_\_\_\_  
Don Russell  
Morrow Co. Commissioner

Attested:

Office of County Records

\_\_\_\_\_  
Jim Doherty  
Morrow Co. Commissioner

\_\_\_\_\_  
Records Officer

APPROVED AS TO LEGAL SUFFIENCIENCY

By \_\_\_\_\_  
Justin Nelson  
Morrow Co Counsel

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

# Federally Required and Other Model Clauses

## Table of Contents (Appendix A - Governing Documents)

### A.1 - Federally Required and Other Model Contract Clauses

1. Charter Bus and School Bus Requirements
  2. Energy Conservation Requirements
  3. Clean Water Requirements
  4. Bus Testing
  5. Pre-Award and Post Delivery Audit Requirements
  6. Lobbying
  7. Access to Records and Reports
  8. Federal Changes
  9. Clean Air
  10. Recycled Products
  11. Contract Work Hours and Safety Standards Act
  12. [Reserved]
  13. No Government Obligation to Third Parties
  14. Program Fraud and False or Fraudulent Statements and Related Acts
  15. Termination
  16. Government-wide Debarment and Suspension (Non-procurement)
  17. Privacy Act
  18. Civil Rights Requirements
  19. Breaches and Dispute Resolution
  20. Transit Employee Protective Agreements
  21. Disadvantaged Business Enterprises (DBE)
  22. [Reserved]
  23. Incorporation of Federal Transit Administration (FTA) Terms
  24. Drug and Alcohol Testing
-

# **1. Charter Bus Requirements**

**49 U.S.C. 5323(d)  
49 CFR Part 604**

## **Applicability to Contracts**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

## **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

## **Flow Down Requirements**

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

## **Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

# **1. School Bus Requirements**

**49 U.S.C. 5323(F)  
49 CFR Part 605**

## **Applicability to Contracts**

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

## **Flow Down Requirements**

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

## **Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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## **2. Energy Conservation Requirements**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

### **Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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### **3. Clean Water Requirements**

**33 U.S.C. 1251**

#### **Applicability to Contracts**

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

#### **Flow Down**

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

#### **Model Clause/Language**

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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### **4. Bus Testing**

**49 U.S.C. 5318(e)**  
**49 CFR Part 665**

#### **Applicability to Contracts**

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

#### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

### **Model Clause/Language**

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

### **CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the

Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

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

Signature: \_\_\_\_\_

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

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

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## **5. Pre-award and Post Delivery Audits Requirements**

**49 U.S.C. 5323  
49 CFR Part 663**

### **Applicability to Contracts**

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

### **Model Clause/Language**

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.
- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.
- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).



Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

**Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

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

Signature: \_\_\_\_\_

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

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

**Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

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

Signature: \_\_\_\_\_

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

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

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## 6. Lobbying

31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20

### Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

### Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.* ]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq. )]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

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## 7. Access to Records and Reports

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

### Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

### **Model Clause/Language**

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

<b>Contract Characteristics</b>	<b>Contract</b>	<b>Operational Service Contract</b>	<b>Turnkey</b>	<b>Construction</b>	<b>Architectural Engineering</b>	<b>Acquisition of Rolling Stock</b>	<b>Professional Services</b>
<b>I. State Grantees</b>	<b>a. Contracts below SAT (\$100,000)</b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
	<b>b. Contracts above \$100,000/Capital Projects</b>	None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<b>II. Non State Grantees</b>	<b>a. Contracts below SAT (\$100,000)</b>	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	<b>b. Contracts above \$100,000/Capital Projects</b>	Yes <sup>3</sup>	Those imposed on non-state Grantee	Yes	Yes	Yes	Yes

			pass thru to Contractor				
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**Sources of Authority**

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

## **8. Federal Changes**

### **49 CFR Part 18**

#### **Applicability to Contracts**

The Federal Changes requirement applies to all contracts.

#### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

#### **Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

#### **Model Clause/Language**

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **9. CLEAN AIR**

**42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18**

### **Applicability to Contracts**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

### **Flow Down**

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

### **Model Clauses/Language**

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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## **10. Recycled Products**

**42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873**

### **Applicability to Contracts**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.



## **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

## **Flow Down**

These requirements flow down to all to all contractor and subcontractor tiers.

## **Model Clause/Language**

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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# **11. Contract Work Hours and Safety Standards Act**

## **Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

## Clause Language

### Contract Work Hours and Safety Standards

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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## 12. [ RESERVED ]

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## 13. No Government Obligation to Third Parties

### Applicability to Contracts

Applicable to all contracts.

### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

### **Model Clause/Language**

While no specific language is required, FTA has developed the following language.

#### **No Obligation by the Federal Government.**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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## **14. Program Fraud and False or Fraudulent Statements and Related Acts**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

### **Applicability to Contracts**

These requirements are applicable to all contracts.

### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

### **Model Clause/Language**

These requirements have no specified language, so FTA proffers the following language.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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## **15. Termination**

**49 U.S.C. Part 18**  
**FTA Circular 4220.1E**

## **Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

## **Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

## **Model Clause/Language**

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately

short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on

payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the

notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j. **Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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## **16. Government-Wide Debarment and Suspension (Nonprocurement)**



**49 CFR Part 29**  
**Executive Order 12549**

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

**Clause Language**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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## 17. Privacy Act

### 5 U.S.C. 552

#### **Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

#### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

#### **Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

#### **Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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## 18. Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

### Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

### Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

### Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the

Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
    - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
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# 19. Breaches and Dispute Resolution

## 49 CFR Part 18 FTA Circular 4220.1E

### **Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

### **Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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## **20. Transit Employee Protective Agreements**

**49 U.S.C. § 5310, § 5311, and § 5333  
29 CFR Part 215**

### **Applicability to Contracts**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

These provisions are applicable to all contracts and subcontracts at every tier.

### **Model Clause/Language**

Since no mandatory language is specified, FTA had developed the following language.

### **Transit Employee Protective Provisions.**

1. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
  - a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of

Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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## 21. Disadvantaged Business Enterprise (DBE)

### 49 CFR Part 26

#### Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

#### Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

#### Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is \_\_ %. A separate contract goal [of \_\_ % DBE participation has] [has not] been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements



of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. *{If a separate contract goal has been established, use the following}* Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:
1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;
  4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  6. If the contract goal is not met, evidence of good faith efforts to do so.

**[Bidders][Offerors]** must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

*{If no separate contract goal has been established, use the following}* The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**
- e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}**.

## **22. [ RESERVED ]**

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## **23. Incorporation of Federal Transit Administration (FTA) Terms**

### **FTA Circular 4220.1E**

#### **Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

#### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

#### **Flow Down**

The incorporation of FTA terms has unlimited flow down.

#### **Model Clause/Language**

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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## **24. Drug and Alcohol Testing**

**49 U.S.C. §5331  
49 CFR Parts 653 and 654**

## **Applicability to Contracts**

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

## **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

## **Flow Down Requirements**

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

## **Model Clause/Language**

### **Introduction**

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

### **Explanation of Model Contract Clauses**

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ

any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

**Drug and Alcohol Testing  
Option 1**

The contractor agrees to:

*(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.*

**Drug and Alcohol Testing  
Option 2**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**Drug and Alcohol Testing  
Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

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

Item #
4d

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

Staff Contact: Sheree Smith
Department: Public Health
Person Attending BOC Meeting (Required): Sheree
Short Title of Agenda Item: Eastern Oregon Coordinated Care Organization (EOCCO) Agreement
Phone Number (Ext): 5212
Requested Agenda Date: 10/25/17

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
[X] 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: Oregon Health Authority
Contractor/Entity Address: Portland, Or
Effective Dates - From: Upon completion of signature Through: 12 Month period
Total Contract Amount: N/A Budget Line: Includes Multiple Fee for Service Line Items
Does the contract amount exceed \$5,000? N/A Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Sheree Smith 10/17/17 Department Head Required for all BOC meetings
[Signature] 10/30/17 Admin. Officer/BOC Office Required for all BOC meetings
RT email 10-30-17 County Counsel Required for all legal documents
[Signature] 10/25/17 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 1 of 2)

Item #

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

Staff Contact: Sheree Smith
Department: Public Health
Person Attending BOC Meeting (Required): Sheree
Short Title of Agenda Item: Eastern Oregon Coordinated Care Organization (EOCCO) Agreement
Phone Number (Ext): 5212
Requested Agenda Date: 11/01/17

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
[X] 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: Oregon Health Authority
Contractor/Entity Address: Portland, Or
Effective Dates - From: Upon completion of signature Through: 12 Month period
Total Contract Amount: N/A Budget Line: Includes Multiple Fee for Service Line Items
Does the contract amount exceed \$5,000? N/A Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Sheree Smith 10/17/17 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: EOCCO (Oregon Health Plan) Agreement with Morrow County Health Dept.
  2. ISSUES, BACKGROUND, AND DISCUSSION: The EOCCO Agreement will allow Morrow County Health Dept. to bill and be paid for services rendered to EOCCO OHP members.
  3. OPTIONS: Need to have active agreement in place with EOCCO in order for payments to be authorized to Morrow County Health Dept.
  4. FISCAL IMPACT: Agreement in place to be able to collect Fees from EOCCO for services rendered.
  5. STAFF RECOMMENDATIONS: N/A. No impact on Public Health staffing levels.
  6. SUGGESTED ACTION(S) / MOTION(S):  
Approval with signature of EOCCO Agreement.

- 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 checked="" type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                                       |  |



**ODS COMMUNITY HEALTH, INC.  
PARTICIPATING PROVIDER AGREEMENT  
OREGON HEALTH PLAN (OHP)**

This Participating Provider Agreement (“Agreement”) is entered into between ODS Community Health, Inc. (hereinafter called “ODS”), and **Morrow County Health Department** (hereinafter called “Provider”).

This Agreement shall be effective as of the later of the date that: (i) all licensure verification and credentialing processes have been completed and approved by ODS; or (ii) the contract is countersigned by ODS. This date shall be referred to as the “Effective Date”.

**RECITALS**

- A. ODS is an Oregon corporation engaged in the business of providing health insurance and administering or providing health benefit plans, including the Oregon Health Plan (referred to herein as “Health Benefit Plans”).
- B. ODS and Provider desire to enter into this professional services agreement under which Provider will provide Covered Services with respect to the Health Benefit Plans offered by ODS.
- C. ODS and Provider recognize that while the Health Benefits Plans under which a Member may seek medical services may or may not cover and/or pay for the medical services requested, the final decision to provide or receive medical services is to be made by the Member and Provider.
- D. In the course of providing health insurance and health benefit plans, ODS contracts with providers on behalf of both ODS and Eastern Oregon Coordinate Care Organization, LLC (“EOCCO”).

NOW, THEREFORE, the parties agree as follows:

**I. DEFINITIONS**

- 1.1 **“Appeal”** means a request by a Member or Member’s authorized representative, or by a Provider acting on behalf of the Member with the Member’s written consent, for ODS to review an action as defined in OAR 410-141-0160 and 410-141-0220..
- 1.2 **“Clean Claim”** means a claim that can be processed without obtaining additional information from the provider of the service or from a third party. It includes a claim with errors originating in a State’s claims system. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity.
- 1.3 **“Continuity of Care”** means the feature of a health benefit plan under which a Member who is receiving care from an individual provider is entitled to continue with the individual provider for a limited period of time after the medical services contract terminates (HB 3040-B).
- 1.4 **“Covered Services”** means those medically necessary and appropriate healthcare services included in the Medical Assistance Program in which Member is enrolled and described in: ORS 414.705 to 414.750; OAR 410-120-1210, Medical Assistance Benefit Packages and Delivery System; OAR 410-141-0120, Oregon Health Plan Prepaid Health Plan Provision of Health Care Services; OAR 410-141-0520, Prioritized List of Health Services; and OAR 410-141-0480, Oregon Health Plan Plus and Standard Benefit Package of Covered Services; except as excluded or limited under OAR 410-141-0500, Excluded Services and Limitations for Oregon Health Plan Clients

and/or Members. Covered Services may be changed at any time pursuant to DMAP Rules and DMAP Agreement.

- 1.5 **“DMAP”** means the State of Oregon, acting by and through the Oregon Health Authority, Division of Medical Assistance Program.
- 1.6 **“DMAP Agreement”** means the Oregon Health Plan Provider Services Contract Fully Capitated Health Plan between DMAP and ODS, as amended from time to time.
- 1.7 **“DMAP Rules”** means the administrative rules duly promulgated by DMAP under OAR Chapter 410.
- 1.8 **“Emergency Medical Condition”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (a) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. An "Emergency Medical Condition" is determined based on the presenting symptoms (not the final diagnosis) as perceived by a prudent layperson (rather than a Health Care Professional) and includes cases in which the absence of immediate medical attention would not in fact have had the adverse results described in the previous sentence.
- 1.9 **“Emergency Services”** mean Covered Services that are: (a) furnished by a provider qualified to furnish these services; and (b) needed to evaluate or stabilize an Emergency Medical Condition. “Emergency Services” include all inpatient and outpatient treatment that may be necessary to assure within reasonable medical probability that no material deterioration of the patient’s condition is likely to result from, or occur during, discharge of the Member or transfer of the Member to another facility.
- 1.10 **“Exceptional Needs Care Coordination (ENCC)”** means a specialized case management service provided by Fully Capitated Health Plans (FCHPs) to Members identified as aged, blind, disabled or who have complex medical needs, consistent with OAR 410-141-0405. ENCC includes:
- (a) Early identification of those Members who are aged, blind, disabled or who have complex medical needs;
  - (b) Assistance to ensure timely access to providers and Covered Services;
  - (c) Coordination with providers to ensure consideration is given to unique needs in treatment planning;
  - (d) Assistance to providers with coordination of Covered Services and discharge planning; and
  - (e) Aid with coordinating community support and social service systems linkage with medical care systems, as necessary and appropriate.
- 1.11 **“Grievance”** means an expression of dissatisfaction about any matter other than an Action, as “Action” is defined in this Agreement. Possible subjects for Grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a Provider or employee, or failure to respect the Member's rights.

- 1.12 **“Grievance System”** means the overall system that includes Grievances and Appeals handled at the PHP level and access to the state fair hearing process.
- 1.13 **“Health Benefits Plan”** means an individual health benefits plan offering the services of approved healthcare professionals participating in the Oregon Health Plan program, funded, underwritten or administered by ODS and which describe the Covered Services, applicable co-payments (if any) and deductibles (if any) and other information pertinent to the provision of services.
- 1.14 **“Medically Appropriate”** means services and medical supplies which required for prevention, diagnosis or treatment of sickness or injury, and which are:
- (a) Consistent with the symptoms of a medical condition or treatment of a medical condition;
  - (b) Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;
  - (c) Not solely for the convenience of the Member or Provider; and
  - (d) The most cost effective of the alternative levels of service or medical supplies that can be safely provided to the Member in Provider’s judgment.
- 1.15 **“Member”** means an individual who is found eligible by a division of the Oregon Department of Human Services to receive services under one or more of the medical assistance programs administered by DMAP, who is enrolled with ODS and who has selected or been assigned to a PCP as his or her primary care provider.
- 1.16 **“Member Identification (ID) Card”** means the identification card issued by DMAP upon determination of eligibility, specifying the managed care plan or practitioner with which the recipient is enrolled.
- 1.17 **“Never Event/Serious Adverse Event”** means errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, and that indicate a real problem in the safety and credibility of a health care clinic. Examples of “serious events” include surgery on the wrong body part; foreign body left in a patient after surgery; mismatched blood transfusion; major medication error; and preventable post-operative deaths.
- 1.18 **“Non-Covered Services”** means those services and supplies that are limited under or excluded from services provided to Members, as specified in OAR 410-141-0480 and OAR 410-141-0500.
- 1.19 **“Non-Emergency Services”** means those Covered Services which are not Emergency Services.
- 1.20 **“Participating Provider”** means an individual, facility, corporate entity, or other organization that supplies medical, dental, chemical dependency or mental health services or medical and dental items and that has entered into an agreement with ODS to provide such services to Members.
- 1.21 **“Physician”** means an individual licensed to practice medicine or osteopathy in the State of Oregon who may be a sole practitioner or is an owner, member, shareholder, partner, or employee of a partnership or professional corporation.
- 1.22 **“Provider Manual”** means the Physician and Provider Manual prepared and provided by ODS and as may be revised by ODS from time-to-time, which contains information and instructions for Physicians and Providers.
- 1.23 **“Primary Care Physician (PCP) Assignment”** refers to the process by which each Member is assigned to a PCP for provision of certain Covered Services.

- 1.24 **"Primary Care Physician (PCP)"** means a participating Physician who is a family physician, pediatrician or internist, and whose billings for primary care services are at least fifty (50%) percent of the Physician's total billings. With respect to women patients, "Primary Care Physician" may include a women's healthcare provider, defined as an obstetrician or gynecologist, physician assistant specializing in women's health, advanced registered nurse practitioner specialist in women's health or certified nurse midwife, practicing within the applicable lawful scope of practice, under the conditions set forth in ORS 743.845.
- 1.25 **"Post-Stabilization Services"** means Covered Services related to an Emergency Medical Condition that are provided after a Member is stabilized in order to maintain the stabilized condition or that are provided to improve or resolve the Member's condition.
- 1.26 **"Provider"** means any individual who is fully licensed within their scope of practice to provide medical services to Members including but not limited to individuals who practice medicine or osteopathy in the State of Oregon who may be a sole practitioner or is an owner, member, shareholder, partner, or employee of a partnership or professional corporation. For purposes of this Agreement "Provider" and "Physician" are used interchangeably.
- 1.27 **"Referral Physician"** means a Participating Physician (including specialist and Primary Care Physician) who provides medical service to members upon a referral from a Primary Care Physician.

## II. TERM AND TERMINATION

- 2.1 Effective Date; Term. This Agreement will become effective on the Effective Date as defined on Page 1 and will continue in effect for a period of twelve (12) months. Unless otherwise terminated as specified in this Agreement, on each anniversary of the Effective Date, this Agreement will automatically extend and continue in effect for successive renewal terms of twelve (12) months each, on the same terms and conditions then in effect.
- 2.2 Termination. The parties may terminate this Agreement during any term as follows:
- 2.2.1 Without Cause. Either party may terminate this Agreement at any time by giving at least ninety (90) days' prior written notice to the other party specifying that termination is being made under the provisions of this subsection, and specifying the effective date of termination.
- 2.2.2 Termination for Other Reasons. Either party may suspend or terminate this Agreement at any time for cause by providing fifteen (15) business days' written notice to the other party. As used herein, "cause" shall mean a violation of any material provision of this Agreement. Any notice provided hereunder must specify the cause for the termination and provide the other party fifteen (15) business days to cure the breach or violation and avoid suspension or termination under this subsection.
- 2.2.3 Duties after Termination. Upon termination of this Agreement:
- (a) Provider shall ensure the orderly and reasonable transfer of Member care in progress;
  - (b) If Provider continues to provide Covered Services after the date of termination, ODS shall make payments at the DMAP fee-for-service rates in effect at the time services were delivered if the former Member is an DMAP recipient and ODS qualifies for such payments from DMAP; and

(c) There shall be a final accounting of payments due to or refunds payable by Provider.

### III. GENERAL REQUIREMENTS OF ODS

- 3.1 **Contracting.** ODS will not discriminate against any provider for network participation, reimbursement or indemnification of any provider who is acting within the scope of its license or certification under applicable State law, solely on the basis of that license or certification. ODS will not discriminate against or penalize any provider that services high risk populations or specialize in medical conditions that require costly treatment by not contracting with the hospital or by not reimbursing or treating Provider consistent with other providers within the same network. ODS may decline to contract with a provider for the ODS network if: (a) capacity needs are already being met; (b) if the provider has been excluded from participation in any Federal Healthcare program; or (c) if the provider does not meet ODS credentialing/ recertification standards. ODS will communicate with any denied provider the specific reason the contract is declined.
- 3.2 **Credentialing.** ODS shall adopt credentialing guidelines, shall include them in the Provider Manual, and shall credential each provider under those guidelines. Any adverse credentialing action shall be taken only pursuant to those guidelines. Provider shall notify ODS immediately in the event that its license is suspended or revoked, fails to comply with ODS policies or otherwise becomes unable or refuses to render Covered Services. Further, if any healthcare professional affiliated with Provider fails to comply with the terms of this Agreement, ODS reserves the right to exclude such healthcare professional from further participation under this agreement.
- 3.3 **Energy Efficiency.** Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Title III part C, Pub. L. 94-165).
- 3.4 **Equal Opportunity.** To the extent applicable, Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60).
- 3.5 **General.** ODS shall perform administrative, accounting, member communication, enrollment and other functions necessary or appropriate for the administration of this Agreement.
- 3.6 **Identification and Eligibility.** ODS shall furnish its Members with an identification card which is to be presented by the member on each visit to Provider. Provider shall use its best efforts to verify an ODS Member's eligibility for service before treatment commences or as soon thereafter as reasonably possible.
- 3.7 **Participating Providers.** ODS shall contract with a panel of primary care, specialty, ancillary, inpatient and tertiary providers that is adequate to service its enrolled Member population. ODS shall publish and maintain a list of Participating Providers. Provider shall be listed as a Participating Provider of ODS.
- 3.8 **Personnel and Facilities.** ODS shall maintain adequate personnel and facilities to provide timely telephone and written response, during normal business hours, to inquiries regarding eligibility, Covered Services, PCP Assignment of Members, and prior authorization or referrals.
- 3.9 **Provider Manual.** ODS shall supply Physician with a copy of the Provider Manual and periodic additions and changes thereto. The Provider Manual shall include copies of the ODS policies, relevant provisions of the DMAP Rules and the DMAP Agreement, and any other documents

necessary to guide Provider. ODS shall provide Provider with at least thirty (30) calendar days prior written notice of any modification or amendment of the policies and procedures documented in the Provider Manual. Services provided under this Agreement are subject to ODS policies regarding specialty and ancillary care.

- 3.10 Publication. ODS will systematically and professionally promote use of Participating Providers by including their names and telephone numbers in the ODS-OHP Medical Provider Directory. This directory is available via hard copy or the ODS-OHP website.
- 3.11 Standards. ODS shall comply with all applicable state and federal laws and regulations.

#### IV. GENERAL REQUIREMENTS OF PROVIDER

- 4.1 Advance Directives. To the extent required by law, Provider agrees to provide adult Members with written information about advance directive policies, and to note in all Member records as to whether the Member has executed an advance directive, and to maintain a copy of the advance directive upon completion. Provider shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and ORS 127 as amended, pertaining to advance directives for healthcare.
- 4.2 Eligibility Verification. Before providing Covered Services to a Member, other than Emergency Services, Provider shall: (a) determine that the Member possesses a valid and current DMAP Medical Identification Card and supporting identification; or (b) confirm eligibility electronically or by telephone with ODS.
- 4.3 Encounter Data. Provider shall, in accordance with OAR 410-141-0420, submit to ODS encounter data in the form of a CMS 1500 billing form, for each contact with a Member as defined in Section 1.2, "Clean Claim". Provider shall use best efforts to supply encounter data once a month, and shall in all cases supply encounter data no later than 120 days after a contact. Each encounter claim shall include such information as may be required by the DMAP and ODS policies. Provider certifies that all information provided is true, accurate, and complete. Any falsification or concealment of material fact by Provider when submitting claims may be prosecuted under Federal and State laws. Provider acknowledges ODS is subject to additional costs and administrative fees for failure to submit encounter data in compliance with DMAP Rules. Provider shall indemnify ODS for any such costs of fees caused by Provider's failure to promptly deliver encounter data after notice of such failure.
- 4.4 Energy Efficiency. Each party shall comply with any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Title III part C, Pub. L. 94-165).
- 4.5 Equal Opportunity. To the extent applicable, each party shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60).
- 4.6 Facilities and Equipment. Provider shall maintain facilities and equipment appropriate for provision of services to Members of a type and quality consistent with generally accepted standards of practice in Provider's community and the healthcare profession. Provider shall permit ODS or its designated representatives or representatives of DMAP to inspect facilities and equipment used to provide services to Members on request from time to time.
- 4.7 Licensure. Provider shall possess and will maintain in good standing, all licenses, registrations, certifications, and accreditations required by law to render health care in the State of Oregon and

will comply with any applicable local, state and/or federal laws or regulations related to the delivery of health care services.

Provider will promptly notify ODS in writing, but within not more than thirty (30) days, of any formal action against any licenses or, if applicable, against any certifications by any certifying boards or organizations, as well as any changes in Provider's practice ownership or business address, along with any other problem or situation that may or will impair the ability of Provider to carry out the duties and obligations of this Agreement.

Provider shall have been convicted or found guilty of any offense or act that is a violation of the medical practice act (ORS 677). A conviction shall include a plea or verdict of guilty or a conviction following a plea of *nolo contendere*.

- 4.8 Lobbying. Provider acknowledges that no federal appropriated funds have been paid or shall be paid, by or on behalf of Provider, to any person for influencing or attempting to influence an officer, or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of federal contract, grant, loan, or cooperative agreement. Provider agrees that if any funds other than federal appropriated funds have been paid, or shall be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.9 Miscellaneous Federal Laws. Each party shall comply with all standards, orders, or requirements issued under applicable Federal and State laws including but not limited to: (i) Title VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Health Insurance Portability and Accountability Act of 1996; (vi) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (viii) all regulations and administrative rules established pursuant to the foregoing laws; (viii) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; (ix) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of client abuse; (x) all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities; and (xi) all applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163). These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the goods and services governed by these rules and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.
- 4.10 Name. Provider shall permit ODS to use Provider's name, address, telephone number, designation of specialty and other information concerning Provider's practice in directories provided to other participants in Health Benefit Plans and to Members.

- 4.11 Patient Medical Record Documentation. Provider shall maintain documentation of all patient encounters in a Patient Medical Record. Accepted standards of medical documentation must be used and should be legible, accurate and should reflect consistent delivery of quality healthcare. Members may request and receive a copy of his or her medical records, and to request that they be amended or corrected as specified in applicable state or federal laws.
- 4.12 Provider Manual. Provider agrees to abide with the provisions contained in the Provider Manual, which is incorporated herein by reference. Changes to the Provider Manual may be communicated to Provider in writing or via electronic means, including the posting of such revisions on the ODS website and/or communications sent to Provider via electronic mail. Appropriate notification of any changes will direct Provider to the website, written, e-mail or other electronic vehicle.
- 4.13 Provision of Professional Services. Provider shall accept Members referred by PCP for diagnosis and treatment and shall provide Covered Services to Members within the scope of Provider's practice and licensure.
- 4.14 Referrals. Except as permitted for self-referrals for mental health, chemical dependency, obstetrical and family planning services under DMAP Rules, and other services under law for which a referral or prior authorization may not be required, provision of Non-Emergency Services must be pre-authorized by a referral in accordance with ODS' policies. The Covered Services to be rendered, the number and frequency of treatments, and the period during which services may be rendered shall all be as limited by the referral. Where feasible, Provider shall refer Members to Participating Providers.
- 4.15 Training and Education. Provider shall ensure that all personnel providing services to Members under this Agreement are properly trained and qualified to render the services they provide. Provider shall arrange for continuing education of personnel rendering services under this Agreement as necessary to maintain such competency and satisfy all applicable licensing or other legal or regulatory requirements.
- 4.16 Utilization Management and Quality Review. Provider shall cooperate with the ODS Utilization Management and Quality Review Program.
- 4.17 Storage of Member Data. Provider shall ensure that all Member data is transported and stored in a secure manner, in accordance with applicable State and Federal requirements.
- 4.18 Two-Way Communication. Provider shall communicate and coordinate with Participating Providers in a timely manner for comprehensive care management of the Member.



## V. PROVISION OF SERVICES

- 5.1 **Advocacy.** When practicing in conformity with ORS 677.095, Provider may advocate a decision, policy or practice to ODS, request an expedited resolution, or support or submit an appeal on behalf of Provider's patient (Member) without being subject to any punitive action, termination or penalty for the sole reason of such advocacy. Nothing in this Agreement shall be deemed as limiting Provider's ability, within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of Provider, for the following:
- (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Medically Appropriate even if such care or treatment is not covered under this Agreement or is subject to copayment;
  - (b) any information the Member needs in order to decide among relevant treatment options, with such information presented in a manner appropriate to the Member's condition and ability to understand;
  - (c) the risks, benefits, and consequences of treatment or non-treatment; and
  - (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 5.2 **Availability and Access of Services.** Provider agrees to provide direct and referral medical services to Members in accordance with this Agreement. All services made available by Provider to any patient will be made available to Members, as long as those services are covered in a timely and coordinated manner, as required by the Member's medical condition.
- 5.3 **Coverage during Absence.** Provider agrees to maintain appropriate coverage arrangements among Participating Physicians so that Covered Services remain available and accessible to Members, including access to Provider's emergency medical services, on a 24-hour, 7-day-a-week basis.
- 5.4 **Emergency.** In the event of a Medical Emergency and in circumstances where prior consent is not possible, not feasible, or might involve delays jeopardizing the Member's care, Provider shall proceed in Provider's best medical judgment, notifying ODS within two (2) business days. In such event, ODS shall pay for all Covered Services (pursuant to coverage limitations and payment provisions in the applicable Health Benefits Plan) rendered up to the time of such notification and the ODS approval or disapproval of the continuation of any such continued care by the non-participating physician, provider or agency. In the event that the notice required by this subsection is not given as required, ODS reserves the right to suspend, refuse or terminate the payment for Covered Services rendered between the time such notice should have been given to ODS and the time notice was actually given to ODS.
- 5.5 **Laboratory Certification.** Provider shall take all reasonable measures to ensure that all laboratory testing sites providing services under this agreement have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA Identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- 5.6 **Member Rights.** Provider must ensure that each Member is guaranteed the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation as specified in other Federal regulations on the use of restraints and seclusion. In

addition, Provider shall comply with any applicable federal and State laws that pertain to Member rights, and shall take those rights into account when furnishing services to Members. Provider shall not penalize a Member in any way as a result of such Member availing themselves of the Member rights referenced herein.

- 5.7 Prior Authorizations. Provider understands that prior authorization by ODS is necessary with respect to certain services to be provided by Provider to a Member and in such cases, Provider agrees to obtain prior authorization of ODS pursuant to procedures set forth in the Provider Manual before authorizing or providing such services. "Prior Authorization" means a determination by ODS, prior to the provision of services, that the Member is eligible for coverage and/or determinations by ODS relating to benefit coverage and medical necessity. Prior Authorization shall not be required prior to the provision of Emergency Services or for other instances in which Prior Authorization is not permitted by law.
- 5.8 Referrals. Provider agrees, in the treatment and care of Members, to the extent feasible, to use only Participating Physicians and Participating Providers, including hospitals and other health care professionals. Provider agrees to obtain prior approval of ODS pursuant to procedures set forth in the Provider Manual before obtaining the services of a non-participating physician, provider or agency, in the event Provider believes that such physician, provider or agency possesses unique skills or services necessary to give adequate care to any Member; provided, however, that consistent with Article 5.2 of this Agreement, this limitation on referrals is not intended to cause Provider to deny referral of a Member to a non-participating provider for the provision of such care, if the Member is informed that the Member will be responsible for the payment of such Non-Covered Services, experimental or referral care and the Member nonetheless desires to obtain such care or referral.
- 5.9 Services to Members. Services to Members shall be in accordance with appropriate professional standards of care. The quality and availability of Covered Services provided to Members shall be no less than the quality and availability provided to other patients. This Agreement shall not be construed so as to alter Provider's relationship with its patients, or to interfere with Provider's ability to provide services acceptable under current medical standards. The final decision to provide or receive services is to be made by the Member and Provider, regardless of whether ODS or its designated agent has determined such services are medically necessary or Covered Services.
- 5.9.1 Provider agrees to render services to Members in the same culturally sensitive manner as provided to Provider's other patients. Provider shall not discriminate against Members because of source of payment, race, sex, national origin, ancestry, religion, marital status, sexual orientation, age, health status or need for healthcare services. Violation of this Subsection 5.9.1 shall constitute a material breach of this Agreement.
- 5.9.2 Conduct its practice and treat all Members using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the Provider's community or a similar community; and
- 5.9.3 Comply with all DMAP Rules, ODS policies and with other applicable state and federal laws and regulations.
- 5.10 Withdrawal. Subject to Provider's professional responsibilities, Provider providers may withdraw from the care of a patient when, in the professional judgment of Provider, it is in the best interest of the patient to do so.

5.11 PCP Capacity and Member Assignment: Provider shall accept assignments of new Members from ODS and Provider's practice shall remain open to new enrollment until a minimum assignment of not less than 100 Members has been reached. When Provider is accepting new Members, ODS may randomly assign Members consistent with the established capacity of Provider's practice. Some exceptions to the capacity limits set forth in this section include, but are not limited to, the following:

- Siblings of existing OHP patients.
- Clients Provider has seen in the past who are eligible with ODS.
- Members Provider would like to continue to care for
- Members assigned at the request of Provider

## **VI. RELATIONSHIP OF PARTIES**

6.1 Provider - ODS. It is expressly understood that Provider renders services to Members as an independent medical service provider within a provider-patient relationship. Neither party acts as the agent, principal, joint venture, or partner of the other. It is the sole responsibility of Provider to care for Members and to determine with the Member, what services are medically appropriate for any Member.

6.2 Liability for Obligations. Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either party to be liable or responsible for any debt, liability or obligation of the other party or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. With the exception of those items subject to Article 6.3 of this Agreement, each party shall be solely responsible for the payment of debts and obligations which may be sought by a third party that may be due as a result of that party's actions and exercise of its obligations.

6.3 Indemnification and Contribution. These provisions relate to third party claims made by persons or entities, including Members, other than Provider and ODS.

6.3.1 Medical Treatment. In the event of alleged improper medical treatment of a Member by Provider, Provider agrees to indemnify and hold ODS harmless from and against any and all liabilities, costs, damages and expenses, including attorney's fees, resulting from or attributable to the negligence or intentional acts of the Provider or Provider's employees.

6.3.2 Mutual Indemnification. With respect to claims other than those described in Article 6.3.1, as between Provider and ODS, within the limits of their respective policies of professional and general liability insurance, and to the extent to not be otherwise inconsistent with the laws of the applicable jurisdiction, each party shall indemnify and hold harmless the other, its appointed boards, officers, employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind or nature arising by reason of the indemnifying party's negligent acts or omissions in the course of its performance of its obligations under this Agreement. Nothing in this Agreement or in its performance will be construed to result in any person being the officer, servant, agent or employee of the other party when such person, absent this Agreement and its performance, would not in law have had such status.

## **VII. PAYMENT AND BILLING**

7.1 Audit of Claims. Provider and ODS shall have the right to review and audit any claims and to reconcile any amounts accordingly within twelve (12) months from the date payment was issued

by ODS to Provider. Neither Provider nor ODS shall be entitled to review and adjust payments for claims that were paid more than twelve (12) months previously.

- 7.2 Billings. Provider shall submit written claims and detailed billings to ODS within one-hundred-twenty (120) days of the date health care services were provided, and in any event, shall be submitted no later than twelve (12) months from the date that the Member received services.

Provider shall submit claims in the form and manner specified in the ODS policies. ODS shall pay Provider for Covered Services at the rates set forth in Exhibits A and B by the 30th day after a Clean Claim is received. The date of receipt is the date ODS receives the claim, as indicated by its date stamp on the claim or other indicia of receipt date. Billing and payment for all claims shall be pursuant to ODS policies as set out in the Provider Manual in effect at the time Provider provides Covered Services.

When a Member has a third party resource, including OHP, the total payment from the third party and ODS cannot exceed ODS' normal compensation amount.

- 7.3 Coordination of Benefits. ODS reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. ODS may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with applicable confidentiality laws. Coordination of benefits shall not result in Compensation in excess of the amount determined by this Agreement, except where state laws or regulations require the contrary. If Provider has knowledge that a Member has a third party health insurance or health benefits, or that either Member or Provider is entitled to payment by a third party, Provider shall immediately so advise ODS. ODS shall be entitled to a credit or refund for the exact amount of duplicate payment received by Provider.

- 7.4 Conditions for Non-Payment. ODS shall have no obligation to make payments to Provider relating to an individual if:

- (a) Provider fails to obtain valid referral to provide Covered Services in accordance with ODS' policies;
- (b) Provider fails to verify an individual's eligibility for Covered Services in accordance with ODS policies and the individual is not a Member;
- (c) Information provided to ODS by Provider is materially inaccurate, and ODS should later reasonably determine either that the individual was not eligible, or the services were not Covered Services;
- (d) The delivered services are not Covered Services, and do not comply with this Agreement or with the quality of care and utilization standards adopted in the ODS Utilization Management and Quality Review Program; or
- (e) Provider fails to submit claim within one-hundred-twenty (120) days of the day on which the healthcare services being billed for was provided to the Member.

- 7.5 Fraud and Abuse. Upon reasonable written request, Provider shall permit ODS, the Medicaid Fraud Compliance Unit or DMAP during normal business hours, to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by Provider with respect to the professional services provided under this Agreement, as reasonably required to investigate an allegation of fraud or abuse. To the extent applicable to a reference clinical laboratory, Provider

shall comply with all patient abuse reporting requirements and fully cooperate with the state of Oregon for purposes of ORS 410.610 et. seq., ORS 419B.010 et. seq., ORS 430.735 et. seq., ORS 441.630 et. seq., and all applicable administrative rules.

- 7.6 Never Event/Serious Adverse Event. Provider agrees that should a Never Event/Serious Adverse Event occur, as defined in Exhibit C, that Provider waives the right to bill and collect any reimbursement from either ODS or the Member for any and all services (medical or otherwise) that are related to the Never Event/Serious Adverse Event and for any medical services provided thereafter as a result of the Never Event/Serious Event occurring.

In the event that ODS has made any payment(s) for services that are defined after payment as a Never Event/Serious Adverse Event, Provider agrees to promptly refund all monies paid for services related to the event. Provider will refund such monies promptly upon its own discovery of the occurrence of a Never Event/Serious Adverse Event or upon learning of an event from ODS, the Member or any other third party.

- 7.7 Non-Covered Services. Provider may bill Member and collect for those services, supplies or equipment that is lawfully the financial responsibility of the Member (as defined in OAR 410-141-0480 and OAR 410-141-0500). This provision shall include collection for Non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits and for which Provider has obtained a written waiver on a form approved by DMAP prior to delivering the services. Further, Provider shall advise a Member, who is the patient of Provider, about the health status of the Member or any service, treatment, or test that is medically necessary but not authorized under the Benefit Package of Covered Services.

- 7.8 Overpayments. Any payments made by ODS to which Provider is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be refunded by Provider at the request of ODS or offset future payments, in accordance with OAR 410-120-1397, or as otherwise provided by law.

- 7.9 Payment in Full. Payments to Provider by ODS under this Article 7 shall be considered payment in full for Provider and all persons providing Covered Services under this Agreement (including Provider's subcontractors) for the provision of such services to Members. Provider shall not charge, bill or attempt to collect from Member any charges incurred in connection with the provision of Covered Services, except any co-payment, deductible or other surcharge allowed by DMAP Rules. Any agreement of a Member to the contrary shall not bind ODS. In no event including, but not limited to, non-payment by ODS, ODS' insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit, seek compensation from, or have any recourse against DMAP, a Member or person other than ODS. This provision does not prohibit collection for Non-Covered Services as referenced in Section 7.7.

In the event of ODS' insolvency, Provider shall continue to provide Covered Services to Members for the duration of the period that ODS was paid a capitation payment by DMAP on behalf of the Member.

- 7.10 Underpayment. ODS agrees to refund to Provider all underpayment amounts which ODS has not paid to Provider because of clerical error, duplicate insurance, Worker's Compensation recovery or other third party liability recovery. Payment is due within ninety (90) days of notification by Provider that a refund is due. Provider shall have one year from the date of initial payment to collect underpayment.

- 7.11 Scope of Primary Services. Primary care is defined as comprehensive, continuous, first contact care which focuses on preventive care and care of common conditions, and includes, but is not limited to, the following services:

- Preventive services, health maintenance and disease screening such as:
  - Well child care
  - Immunizations
  - Blood pressure screening
  - Physical Exams
- Management of common chronic primary care problems such as:
  - Diabetes
  - Hypertension
  - Chronic lung disease
  - Asthma
  - Arthritis
  - Seizure disorders
  - Peptic ulcer disease
  - Ischemic heart disease
  - Other similar conditions managed in the office
- Management of common acute primary care problems such as:
  - Respiratory infections
  - Urinary infection
  - Gastroenteritis
  - Acute musculoskeletal strains, sprains and contusions
  - Vaginitis
  - Hemorrhoids
  - Depression
  - Anxiety disorders
  - Other similar conditions managed in the office
- Coordination of care including such services as:
  - Choosing and communicating with consultants
  - Arranging and coordinating hospital care when provided by a consultant including participating in discharge planning
  - Efficient referral for special care needs
- Common outpatient procedures such as:
  - Suturing of lacerations
  - Splinting and taping of injuries
  - Phlebotomy
  - Bladder catheterization
- Primary office laboratory including all lab tests listed as waived by CLIA

7.12 Scope of Specialty Services: The Primary Care Physician is responsible for managing the entire specialty service needs of the patient. The following services will be paid on a fee-for-service basis by ODS and may be provided by either the primary care provider or by a consultant after authorized referral from the PCP:

- Inpatient Provider care
- Obstetric care including prenatal care
- Family planning
- Non-primary laboratory including all lab tests not waived by the CLIA regulations
- Radiology services including X-ray interpretation
- Consultant care
- Home and nursing home visits including hospice care
- Complex outpatient procedures performed in the Provider, such as:
  - ECG tracing and interpretation

- Spirometry
- Fracture care including casting
- Colposcopy
- Endometrial Biopsy
- Sigmoidoscopy

## VIII. COST EFFECTIVENESS

- 8.1 Cost-Effectiveness. Provider agrees to practice in a cost-effective manner while ensuring quality patient care for Members and to the extent feasible, Provider agrees that it shall:
- 8.1.1 Avoid treating Members in an emergency room when other treatment would be equally medically appropriate and more cost-effective by not referring the Member to the emergency room.
  - 8.1.2 Utilize outpatient services whenever medically feasible in lieu of residential, partial hospitalization, or in-patient services.
  - 8.1.3 Utilize residential, partial hospitalization, or day treatment services whenever medically feasible in lieu of in-patient services.
  - 8.1.4 Cooperate fully with the ODS pre-authorization program and particularly to obtain prior approval for all but emergency hospital admissions.
  - 8.1.5 Participate in ODS utilization review planning for appropriate discharge of hospitalized patients.

## IX. DISPUTE RESOLUTION

- 9.1 Members. ODS shall maintain and publish procedures for hearing and responding to the grievances of Members and Participating Providers. Provider shall cooperate with such grievance procedures.
- 9.2 Dispute Resolution. The parties shall attempt to resolve any dispute, controversy or claim arising out of, or relating to, this Agreement by mutual cooperation. Prior to arbitration required by this Article and upon the request of either party, any disputes that may arise between Provider and ODS under this agreement shall proceed to mediation, in the same manner as provided in 9.4, 9.5, and 9.6.
- 9.3 Arbitration. With the exception of the indemnity obligations set forth in Article 6 and claims payment policies as referenced in Article 7 disputes that may arise between Provider and ODS under this Agreement shall be resolved by final, binding arbitration in Oregon. Any such arbitration shall be conducted in accordance with ORS 36.300 *et seq.* with a single arbitrator, as modified by this Article.
- 9.4 Provider agrees that the arbitration provided herein shall not be available until all internal grievance mechanisms, including those for Credentialing, Peer Review, Utilization Review or Quality Assurance programs as may be established, have been exhausted.
- 9.5 If the parties cannot agree upon a single arbitrator within two (2) weeks after one of the parties' requests arbitration, either party may petition the presiding judge of the Circuit Court in Multnomah County, Oregon, to appoint a single arbitrator. The arbitrator chosen by the parties or appointed by the court shall not be a physician, a practitioner who meets the definition of a Primary Care Physician, or an individual employed in the insurance industry.

- 9.6 If ODS files a demand for arbitration hereunder, such arbitration shall be conducted in the Oregon county in which Provider is located. If Provider files a demand for arbitration hereunder, such arbitration shall be conducted in Multnomah County, State of Oregon.
- 9.7 Each party to the arbitration shall share proportionally the fees of the arbitrator; otherwise each party shall be responsible for its own attorney's fees and costs involved in the arbitration.

## **X. MISCELLANEOUS**

- 10.1 Professional Liability Insurance. During the term of this Agreement, Provider agrees to maintain professional liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury, including bodily injury or death, directly or indirectly, in connection with the acts or omissions of the Provider or its agents or employees with the exception of general liability. Provider will not reduce or eliminate any part of its coverage without giving thirty (30) days prior written notice to ODS. Upon request by ODS, Provider will produce evidence of such insurance. In the event Provider should obtain "claims made" coverage as opposed to "occurrence" coverage, Provider shall procure and maintain, prior to termination of the "claims made" coverage, extended reporting coverage, in order to continue equivalent coverage in compliance with this Agreement for a period of not less than two years.
- 10.2 General Liability Insurance. During the term of this Agreement, Provider agrees to maintain general liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury, including bodily injury or death, directly or indirectly, in connection with the acts or omissions of the Provider or its agents or employees, with the exception of professional liability. Provider will not reduce or eliminate any part of its coverage without giving thirty (30) days prior written notice to ODS. Upon request by ODS, Provider will produce evidence of such insurance. In the event Provider should obtain "claims made" coverage as opposed to "occurrence" coverage, Provider shall procure and maintain, prior to termination of the "claims made" coverage, extended reporting coverage, in order to continue equivalent coverage in compliance with this Agreement for a period of not less than two years.
- 10.3 Workers' Compensation. Provider shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer, or a self-insured employer, as defined in ORS Chapter 656. Out-of-state employers or subcontractors shall provide Oregon workers' compensation insurance coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors or subcontractors who perform work for Provider without the assistance or labor of any employee may file a statement with Provider indicating this status. At ODS' request, Provider shall provide ODS a certificate showing current workers' compensation insurance coverage.
- 10.4 Maintenance and Retention. Provider shall maintain financial, medical, and other records pertinent to this Agreement. Provider shall retain all records, other than medical records, for at least seven (7) years after final payment is made under this Agreement and all pending matters are closed. Provider shall maintain and retain medical records for at least seven (7) years after the date of service. Additionally, if an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven (7) year period, the medical records shall be retained until all issues arising out of the action are resolved OAR 410-141-0180(4).



- 10.5 Access to Records. At all reasonable times, Provider shall provide ODS, DMAP, the Centers for Medicare & Medicaid Services, the Comptroller General of the United States, the Oregon Secretary of State, and all of their duly authorized representatives, the right of access to its facilities and to its financial and medical records and all accompanying billing records that are directly pertinent to this Agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this agreement. These records will be made available for the purpose of making audit, examination, excerpts, and transcriptions for purposes and in accordance with the processes authorized by law. Provider shall, upon request, provide a reasonably available, suitable work area, and (for a mutually agreeable charge) copying capabilities to facilitate such an audit or review.
- 10.6 Confidentiality. The confidentiality of information concerning Members is subject to the following statutes and regulations, among others: 42 CFR Part 2 (drug and alcohol diagnosis and treatment), 42 CFR Part 431 Subpart F (Medicaid), 45 CFR Part 205.50 (federal family assistance programs), ORS 179.505 through 179.507 (public agencies and institutions, community mental health providers and subcontractors, contractors of Mental Health and Developmental Disabilities Services Division or Office of Mental Health and Addiction Services), 411.320 (public assistance programs), 430.399 (intoxicated patients taken by police to treatment facility), and 433.045(3) (HIV test information). In addition, if Provider is a public body within the meaning of the Oregon public records law, Provider must comply with the requirements of ORS 192.502(2) (personal information), 192.502(8) (information confidential under federal law), and 192.502(9) (information confidential under state law). Provider and ODS shall comply with all applicable statutes and regulations concerning the confidentiality of information concerning Members. Specifically, and without letting the generality of the foregoing, Provider and ODS shall not use, release, or disclose any information concerning a Member for any purpose not directly connected with the administration of this Agreement or under Title XIX of the Social Security Act, except with the written consent of the Member, the Member's attorney or, if applicable, the Member's parent or guardian, or unless otherwise authorized by law. Provider and ODS shall ensure that their agents, employees, officers, and subcontractors with access to the Member's records understand and comply with this confidentiality provision.
- 10.7 Confidentiality of Protected Health Information. ODS and Provider acknowledge both parties are a "Covered Entity," as defined in the Health Insurance Portability and Accountability Act of 1996 (the "Privacy Rule"). Each party shall protect the confidentiality of Protected Health Information (as defined in the Privacy Rule) and shall otherwise comply with the requirements of the Privacy Rule and with all other state and federal laws governing the confidentiality of medical information.
- 10.8 Notice. Any notices required or permitted to be given shall be given in writing by personal delivery, facsimile, or by overnight mail sent with proof of delivery. In the event of delivery by facsimile, notice must also be delivered by first class mail to the party at the address set forth below. Notices shall be addressed to the parties at the following addresses:

**To ODS:**

**ODS Community Health, Inc.  
601 SW Second Avenue  
Portland, OR 97204-3156  
Attn: Medical Professional Contracts**

**To Provider:**

**Morrow County Health Department  
PO Box 799  
Heppner, OR 97836**

Either party may change such party's address for notice by written notice given in accordance with this paragraph. Notices delivered personally will be deemed given as of actual receipt; notices sent via overnight mail will be deemed receipt as of the date of delivery noted by the carrier; and

facsimile notices will be deemed given as of actual receipt, provided that the party giving notice has also provided notice by mail on the same date as the facsimile notice.

- 10.9 Medical Decisions. A doctor of medicine or osteopathy licensed under ORS 677 shall be retained by ODS and shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to this Agreement.
- 10.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.
- 10.11 Entire Agreement. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein.
- 10.12 Amendments. ODS may amend this Agreement upon thirty (30) day written notice to Provider. Such amendments shall automatically become effective thirty-one (31) days after the date of written notice, unless specifically rejected by the Provider within thirty (30) days of such written notice.
- 10.13 Severability and Right to Terminate. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect; provided, however, that in such event, either Party shall have the right to terminate this Agreement on ninety (90) calendar days written notice to the other that this Agreement is being terminated pursuant to this subsection.
- 10.14 Assignment. Neither party may assign this Agreement, or any of its obligations or rights, without the written consent of both parties, which shall not unreasonably be withheld. In the event of merger, consolidation, or acquisition of either party, this Agreement shall be binding on the parties and any successors of the parties.
- 10.15 Waiver. Any waiver of any provision or of the breach of any provision, of this Agreement must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future breach of such provision or of any other provision.
- 10.16 Independent Contractors. Provider and its subcontractors, employees, and agents are performing the work under this Agreement as independent contractors.
- 10.17 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted assignees.
- 10.18 Unforeseen Circumstances. Neither party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, acts of terrorism, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes, or any other work stoppages by either party's employees, or any other cause beyond the reasonable control of such party.
- 10.19 Waiver of Breach. The failure of ODS or Provider to object or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.
- 10.20 Limitations of Third Party Beneficiaries. This Agreement shall in no way be construed to provide any rights directly to Members or other persons who are not parties to this Agreement, except that Members may assert Article 7.

10.21 Superseding Requirements. This Agreement and the relationship between ODS and Provider are subject to the DMAP Agreement and DMAP Rules. If there is a conflict between the terms of this Agreement and the DMAP Agreement or DMAP Rules, the terms of the DMAP Agreement or DMAP Rules shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**ODS Community Health, Inc.**  
**601 SW Second Avenue**  
**Portland, OR 97204-3156**

**Morrow County Health Department**  
**PO Box 799**  
**Heppner, OR 97836**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

William E. Johnson, MD, MBA  
(Print Name)

\_\_\_\_\_  
(Print Name)

President, Moda Health  
Sr. Vice President, Moda, Inc.  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Tax ID Number)

Prepared by: T. Metzler

**EXHIBIT A  
ODS OREGON HEALTH PLAN**

**PHYSICIAN AND PROVIDER MANUAL**  
(available at [www.odskompanies.com](http://www.odskompanies.com), or electronically upon request )

EXHIBIT B  
CLINIC INFORMATION

Tax ID#:

Clinic NPI:

Claims Remittance / Billing Location

Remittance/Billing Address\*:

P.O. Box 799

Heppner OR 97836

Telephone Number:

541-676-5421

Fax Number:

541-676-5652

Office Contact:

Vickie Jurrel

Email address (if applicable):

vturrell@co.morrow.or.us

*Payments will be made to Group/Clinic unless otherwise requested*

*\*Remittance address listed must match information provided in box 35 on CMS 1500 or equivalent form, or box 2 on a UB-04 or equivalent form.*

Practice Location(s)

Physical Address (Primary):

110 N. Court St.

Heppner OR 97836

Telephone Number:

541-676-5421

Fax Number:

541-676-5652

Physical Address 2 (if applicable):

101 NW Boardman Ave

Boardman, OR

Telephone Number:

541-481-4200

Fax Number:

541-481-4201

Please attach a separate locations listing, as necessary.

**EXHIBIT B  
PROVIDER ROSTER**

*Please complete attached roster and include with completed agreement*



**EXHIBIT C**  
**REIMBURSEMENT – PROFESSIONAL SERVICES**  
**ODS OREGON HEALTH PLAN**

**Compensation:** ODS shall compensate Hospital for all Covered Services rendered to members enrolled under a Health Benefits Plan. Contracted reimbursement will be accepted by Provider for services rendered at both the in and out of network benefit level. Member will be held harmless for amounts billed over contracted reimbursement levels. For covered inpatient and outpatient services, ODS shall compensate Hospital in accordance with the benefits of the Member’s Health Benefits Plan. ODS shall not, without written consent of the Provider reduce the maximum allowable fee for any Covered Service during the term of this Agreement. Except for any applicable co-payments, coinsurance and deductibles, Hospital agrees to look solely to ODS for compensation for services provided to Members and to accept such compensation as payment in full.

ODS will compensate Provider according to the rate schedule in effect on the date of service. Provider will be reimbursed billed charges or according to this rate schedule, whichever is less. Fee Schedules will be updated as they are revised by the Oregon Health Authority and found at the following website:

<http://www.oregon.gov/oha/pages/index.aspx>

**Professional Fees:** ODS will compensate Provider for approved Services at 115% of the established DMAP fee schedule. Provider shall be compensated based on the DMAP Fee schedule appropriate for the services rendered and the provider credentials.

The following provider specialties and types will be reimbursed per the established PCP Fee Schedule.

Family Practice, General Practice, Geriatric Practice, Gynecology, Internal Medicine, OB/GYN, Osteopathic (DO), Pediatrics, Physician Assistants (PA), Nurse Practitioners (NP), and Family Nurse Practitioners (FNP).

**Delivery Services:** As of the effective date of this contract and until further written notice from ODS, the conversion factor used to calculate reimbursement for delivery services is **\$34.00**. There will be an additional **\$300** payment for each delivery.

Delivery services are represented by the following CPT codes:

59400-59410, 59510-59515, and 59610-59622

**Vaccines for Children Immunization Codes:** As of the effective date of this agreement and until further written notice from EOCCO, Provider shall be compensated \$21.96 for administering vaccines to children and billed with the SL or 26 modifier.

**Anesthesia Services:** ODS will use the base units published annually in the American Society of Anesthesiologists (ASA) Relative Value Guide to establish its fee schedule. Reimbursement will be calculated on the base rate plus each 15-minute unit of anesthesia time. Provider may bill one unit for the final 8-14 minutes, but not for the first 1-7 minutes.

- For services billed that do not have an ASA value, the reimbursement will be in accordance with the Division of Medical Assistance Programs (DMAP) fee-for-service rate schedule in effect at the time the services were delivered.
- 01967 – Neuroaxial labor anesthesia for planned vaginal delivery will be reimbursed at a flat rate/unit of one of **\$340.00** and should be billed as 1 unit.
- OB services that do not include labor (01958-10966) and codes billed in conjunction with 01967 (01968 and 01969) will be calculated on the base rate plus each 15-minute unit of anesthesia time. Provider may bill one unit for the final 8-14 minutes, but not for the first 1-7 minutes.
- As of the effective date of this Agreement and until further written notice from ODS, the conversion factor used to calculate reimbursement for Anesthesia services is **\$24.00**.



**Unlisted Procedures:** For covered services with no established RVU, ODS will apply DMAP fee-for service payment rates in effect on the date of service. In the event no DMAP payment rates exist, ODS will pay Provider fifty one (51%) percent of billed charges. Provider's compensation may be reduced by the amount of any applicable co-payment, depending on the form of Member's benefit plan.

**Physician-administered drugs:** 100% of the current quarters Medicare Average Sale Price (ASP), when available. When no ASP rate is available, DMAP bases reimbursement on the Wholesale Acquisition Price (WAC) plus 6.25%. Pricing information for WAC is provided by First Data Bank. If no WAC is available, then the drug will be reimbursed at Acquisition Cost.

**Multiple Surgical Guidelines:** ODS will use the Division of Medical Assistance Programs (DMAP) Ambulatory Surgical Center Multiple Surgical Guidelines as referenced in OAR 410-130-0380.

**Durable Medical Equipment, Prosthetics, and Orthotics (DMEPOS):** ODS will reimburse Provider the following: One hundred (100%) percent of the payment rates established by DMAP in effect at the time Provider renders Medical Supplies. For unlisted or non-specific DME codes, ODS will pay Provider acquisition cost plus twenty (20%) percent for the medical supply. Documentation identifying acquisition cost must be submitted. Provider will bill ODS using valid HCPCS procedure codes in accordance with OAR 410-130-0700-1.

**Vision Services-Hardware:** ODS will reimburse Provider the following: One hundred (100%) percent of the payment rates established by DMAP in effect at the time Provider renders Services. Provider will bill ODS using valid HCPCS procedure codes in accordance with OAR 410-140-000 et seq.



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

Item #
4e

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

Staff Contact: Kate Knop
Department: Finance
Person Attending: Kate Knop

Phone Number (Ext): 5302
Requested Agenda Date: 11/1/17

Short Title of Agenda Item: Road Department Budget Transfer R-2017-29

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:

N/A

For Contracts and Agreements Only

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line: Various
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)**

---

1. TITLE OF AGENDA ITEM: Road Department Budget Transfer Resolution R-2017-29

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Road Department received approval from the Board of Commissioners on October 11, 2017 to move \$210,000 in appropriations from the Road Fund #202, Material & Services, #202-220-5-20-2504 (Asphalt & Freight Expenditure) to Capital Outlay, #202-220-5-40-4402 (Equipment) for the purchase of end dump trailers. This purchase will increase efficiency and reduce expenditures.

3. OPTIONS:

Options available to the Board of Commissioners include:

1. Move to approve Resolution R-2017-29 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

4. FISCAL IMPACT:

The approval of the budget transfer resolution will allow the Road Department to use Capital Outlay appropriations to purchase end dump trailer equipment.

SUGGESTED ACTION(S) / MOTION(S): After considerations, the board of Commissioners options include the following:

1. Move to approve Resolution R-2017-29 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

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 Transferring )  
 Appropriations within the Morrow County) RESOLUTION NO. R-2017-29  
 Road Fund, Pursuant )  
 to ORS 294.463(1). )

**WHEREAS**, ORS 294.463(1) allows the governing body of a municipal corporation to transfer appropriations within a fund when authorized by ordinance or resolution of the governing body of a municipal corporation; and

**WHEREAS**, ORS 294.463(2) allows for contingency appropriation transfers made by resolution (versus supplemental budget) up to an aggregate of 15% of total fund appropriations; and

**WHEREAS**, the Morrow County – Road Fund, Capital Outlay, will be increasing expenditures to meet the Board approved transfer in appropriation to purchase equipment, it is necessary to transfer appropriations to accomplish this.

**NOW THEREFORE**, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following intra-fund transfer within the Morrow County General Fund.

	<u>Current Appropriation</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<b><u>Road Fund</u></b>			
Material & Services	\$1,817,583	(\$210,000)	\$1,607,583
Capital Outlay \$365,000	\$50,000	\$210,000	\$260,000

Dated this 1st day of November, 2017.

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

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

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

\_\_\_\_\_  
Don Russell, Commissioner

Attest:

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

Approved as to Form:

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

PACKET: 00112-Road Bdgt Tfr R-2017-29

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
-----							
Budget Adj. # 000265							
202 220-5-40-4402	11/01/2017	Bdgt Tfr R-2017-29 EQUIPMENT DEPT: ROAD DEPARTMENT	210,000.00	50,000.00	0.00	260,000.00	260,000.00
202 220-5-20-2504	11/01/2017	Bdgt Tfr R-2017-29 ASPHALT & FREIGHT - LIQUI DEPT: ROAD DEPARTMENT PACKET NOTES:	210,000.00-	1,817,583.00	0.00	1,607,583.00	1,147,227.33
TOTAL IN PACKET--						<u>0.00</u>	

\*\*\* NO WARNINGS \*\*\*

\*\*\* NO ERRORS \*\*\*

\*\*\* END OF REPORT \*\*\*



# 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 (5704)
Department: Road Requested Agenda Date: 11/1/2017
Person Attending BOC Meeting (REQUIRED): Matt Scrivner
Short Title of Agenda Item: End Dump Trailer Bid Results

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: 15 min.
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - Form: Through:
Total Contract Amount: Budget Line: 202220-540-4402
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request of Applicable

Reviewed by:
Date Department Head Required for all BOC Meetings
Date Admin. Officer/BOC Office Required for all BOC Meetings
Date County Counsel Required for all legal documents
Date Finance Office Required for all contracts; Other items as appropriate.
Date Human Resources If appropriate

NOTE: All entities must sign documents before they are presented to the board of commissioners. Original documents are preferred. Agenda requests must be received by the Board's office by 5:00pm on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

**1. TITLE OF AGENDA ITEM:**

End Dump Trailer Bid Opening Results

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

\*\* See attached for bid opening details

**3. OPTIONS:**

**Option 1:** Accept bid from Northwest Equipment Sales for \$ 209,292.00

**Option 2:** Accept trailer portion of bid from Northwest Equipment Sales for \$ 168,000.00 and Rebid wet kit and fifth wheel installations with greater detail and make site visit of equipment mandatory.

**Option 3:** Reject all bids and rebid with greater details of installation of wet kits and 5th wheel locks. Site visit of equipment mandatory.

**4. FISCAL IMPACT:**

Option 1 is not the low bid, but do to the length of time for delivery, distance to take equipment for installation and the many unknowns of the installations we feel option 1 is the best option for

**5. STAFF RECOMMENDATIONS:**

Accept bid from Northwest Equipment Sales for \$ 209,292.00.

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

Accept bid from Northwest Equipment Sales for (3) Ranco EDQ 28-36-3 trailers, Wet kit installations on (4) trucks and install new fifth wheels with factory locks.

- 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 (File Copy)
<input checked="" type="checkbox"/>	Board of Commissioners (File Copy)	<input type="checkbox"/>	Department - For Distribution
<input checked="" type="checkbox"/>	Other <b>Morrow County Road Department</b>		



**ITEM:** End Dump Trailer Bid Results  
**BID/S OPENED:** September 25, 2017 @ 10:00am  
at Morrow County Public Works Office in Lexington, Oregon  
**PRESENT:** The following individuals were present at time of bid opening:  
Kirsti Cason, Matt Scrivner, Burke O'Brien  
**BIDS RECEIVED:** Total of three (3) bids were received by deadline of  
September 21, 2017 @ 4:00pm

**# 1 NORTHWEST EQUIPMENT SALES**

(4) Wet Kits (Installed)	\$	41,292.00
(4) Control Boxes		
(4) 5th Wheel Locks (installed)		
Switches/Wiring for trailers		
(3) Ranco EDQ 28-36-3 Trailers		
(\$56,000.00 each)	\$	168,000.00
FOB - Lexington, Oregon		
Delivery 1-2 weeks		

---

**NORTHWEST EQUIPMENT SALES TOTAL**      \$      **209,292.00**

**# 2 UTILITY TRUCK & EQUIPMENT**

(4) Wet kits (Installed)		22,000.00
(4) 5th Wheel Locks (installed)	\$	4,200.00
(3) Clement 34' Half Round	\$	171,900.00
1/4" AR450 Tub in lieu 3/16"	\$	1,800.00
(\$57,900.00 each)		
FOB - Boise, Idaho (we deliver/pick-up)		
Delivery 13-16 weeks		

---

**UTILITY TRUCK & EQUIPMENT TOTAL**      \$      **199,900.00**

**# 3 WESTERN TRUCK & TRAILER**

**DECLINED BID**

Forwarded information for trailers		
(3) Ranco EDQ 28-36-3 Trailers		
(\$60,393.76 each)	\$	181,181.28
FOB Lamar Colorado		

---

**WESTERN TRUCK & TRAILER TOTAL**

Item# 4f

**Roberta Lutcher**

---

**From:** Richard Tovey  
**Sent:** Monday, October 30, 2017 1:57 PM  
**To:** Roberta Lutcher  
**Subject:** RE: Need approvals

Roberta-

If you haven't heard from Justin yet, I have reviewed each of the attached documents and have no problems with form or content.

Thanks-

Rich

---

Richard S. Tovey  
Deputy District Attorney/ County Counsel  
Morrow County District Attorney's Office  
P.O. Box 664  
Heppner, OR 97836  
(541) 676-5626

**From:** Roberta Lutcher  
**Sent:** Monday, October 30, 2017 11:20 AM  
**To:** Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
**Subject:** Need approvals

Hi Rich,

I understand Justin isn't in today. Could you review the items that were pending approval from him? I'm hoping to send the packet out by 4:30. Please let me know what you think.

Thank you,

*Roberta Lutcher*  
*Executive Assistant*  
*Morrow County Board of Commissioners*  
*541-676-5613 (5303)*  
*P.O. Box 788*  
*110 N. Court St.*  
*Heppner, OR 97836*  
*Email: [rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)*



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

IN THE MATTER OF )  
ACKNOWLEDGING MORROW ) RESOLUTION NO. R-2017-30  
COUNTY'S POLICY FOR )  
RETIREMENT BENEFIT ESTIMATES )

**WHEREAS**, the Morrow County Board of Commissioners believes it is important to acknowledge the policy for Retirement Benefit Estimate; and

**WHEREAS**, the Morrow County Board of Commissioners sees the need for sound practices and polices necessary for ensuring the integrity of the Morrow County Trust funds.

**NOW THEREFORE**, be it resolved that the Morrow County Board of Commissioners hereby adopts its Retirement Benefit Estimate Policy.

Dated this 1st day of November, 2017.

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

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

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

\_\_\_\_\_  
Don Russell, Commissioner

Attest:

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

Approved as to Form:

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

## MORROW COUNTY RETIREMENT BENEFIT ESTIMATE POLICY

### SECTION 1. PURPOSE

The purpose of the Morrow County Retirement Benefit Estimate policy is to provide the principles by which Board of Commissioner's sets to administer the retirement benefit estimates.

### SECTION 2. RETIREMENT BENEFIT ESTIMATE

- a. The Morrow County Retirement Plan Benefit Estimate provides an "Employee" with estimated retirement benefits under the terms of the Morrow County Retirement Plan based on an estimated retirement date.

### SECTION 3. ELIGIBILITY

- a. Any person regularly employed by the County and defined as "Employee" in the Morrow County Retirement Plan, Article I.5.
- b. Any "Employee" within 5 years of his/her "retirement date" as defined in the Morrow County Retirement Plan is eligible to receive a retirement benefit estimate that shall include:
  - a. One estimate paid, in full, by the "Plan" within 5 years of retirement.
  - b. One estimate paid, in full, by the "Plan" within 12 months of retirement.
  - c. One final estimate paid, in full, by the "Plan" to calculate the retirement benefits at the "retirement date".
- c. Any "Employee" is eligible to receive a retirement benefit estimate in excess of the above stated Section 3. Eligibility.b, at a shared cost.
  - a. The "Employee" portion of shared cost is \$250 for each additional estimate.

### SECTION 4. REQUEST PROCESS

- a. Any eligible "Employee" may request a retirement benefit estimate by sending his/her request in writing to Payroll/Benefits. The request shall include:
  - a. Estimated Retirement Date
  - b. Current spouse or beneficiary



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #
49

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

Staff Contact: Sandi Pointer Department: Public Works - General Maint. Phone Number (Ext): 541-989-9500 Requested Agenda Date: Nov. 01 2017
Person Attending BOC Meeting (REQUIRED): Sandi Pointer, Burke O'Brien

Short Title of Agenda Item:

Signing contract for Electrical contractor.

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: [X]

[X] 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:

[Signature] 10.18.2017 Department Head Required for all BOC meetings
[Signature] 10/30/17 Admin. Officer/BOC Office Required for all BOC meetings
See Email RT 10-26-17 County Counsel Required for all legal documents
[Signature] 10/27/17 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 3)

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1. TITLE OF AGENDA ITEM: **Signing of Electrical contract**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**In September an RFQ was advertised for Electrical firms to review and submit, Three proposals came in and a panel of five reviewed and made their selection, you will see the score sheet for the results of the review.**

**Bringing on board a Electrical contractor utilizes our service to County buildings and grounds much better, When issues arise and/or emergencies occur if costs go higher than \$5,000.00 we have the ability to phone the contracted electrician to get resolved, rather bidding a project out or taking the additional two to three week time frame to advertise, bid and award results.**

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 3 of 3)**

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.....  
...

3. OPTIONS:

**Morrow County Public works recommends signing the three year contract with optional renewals.**

4. FISCAL IMPACT: **Controlling costs is important and if costs don't allow we simply don't utilize the electrician.**

5. STAFF RECOMMENDATIONS:

**Public Works recommends approval of this agreement, It helps stream line operations and getting the needed projects/emergencies completed.**

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

**Requesting the Board of Commissioners to Sign agreement.**

- 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 _____                            |   |



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 **Wight's Electric**, hereafter  
4 called **Contractor**. **County's** Contract Administrator for this contract is Morrow County Public Works Director.

5  
6 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been signed by every party hereto. Unless  
7 earlier terminated or extended, this Contract shall expire within three (3) years of the effective date. Expiration shall not extinguish or prejudice  
8 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  
9 has not been cured.

10  
11  
12 **2. Statement of Work.** The statement of work (the "Work") including the delivery schedule for the Work will be agreed upon on a project by  
13 project basis. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

14  
15 **3. Consideration**

16 a. **County** agrees to pay Contractor the hourly rate of \$75.00 per hour for accomplishing the Work required by the various Scopes of Work  
17 generated under this Contract. The maximum, not-to-exceed compensation payable to Contractor under this Contract shall be determined on a  
18 project by project basis and included in the Scopes of Work to be developed on a project by project basis. Contractor and County agree a  
19 written Scope of Work will be approved and signed by County and Contractor prior to start of each project for work required under this  
20 Contract.

21  
22 **4. Contract Documents.** This contract consists of this Contract with all attached exhibits. All attached Exhibits are hereby incorporated by  
23 reference.

24  
25 **5. Independent Contractor; Responsibility for Taxes and Withholding**

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

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

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

38  
39 **6. Subcontracts and Assignment; Successors and Assigns.**

40 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  
41 Contract, without **County's** prior written consent. In addition to any other provisions **County** may require, Contractor shall include in any  
42 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  
43 the subcontractor were the Contractor. **County's** consent to any subcontract shall not relieve Contractor of any of its duties or obligations  
44 under this Contract.

45 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  
46 assigns, if any.

47  
48 **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.  
49 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  
50 otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of  
51 the terms of this Contract.

52  
53 **8. Funds Available and Authorized**

54 a. Contractor shall not be compensated for work performed under this contract by any other **County** or department of the State of Oregon.

55 **County** has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

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

57  
58 **9. Representations and Warranties**

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

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

82 b. **County's Right to Terminate for Convenience.** **County** may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty  
83 (30) days notice to Contractor.

84 ///

85 ///

86 **c. Remedies**

87 i) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum designated for accomplishing the  
88 Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against  
89 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to  
90 County upon demand.

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

96  
97 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9(a), NEITHER PARTY  
98 SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE  
99 CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN  
100 ACCORDANCE WITH ITS TERMS.

101  
102 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted  
103 accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document  
104 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
105 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that  
106 are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such  
107 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  
108 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  
109 this Contract, whichever date is later.

110  
111 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances  
112 applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of  
113 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  
114 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights  
115 and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
116 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

117  
118 **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  
119 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.  
120 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

121  
122 **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  
123 such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove  
124 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  
125 contract.

126  
127 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth  
128 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

129  
130 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

131  
132 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given  
133 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or  
134 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  
135 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or  
136 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be  
137 effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any  
138 communication or notice by personal delivery shall be deemed to be given when actually delivered.

139  
140 **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  
141 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  
142 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

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

147  
148 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal  
149 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  
150 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

151  
152 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of  
153 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other  
154 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  
155 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  
156 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY  
157 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

158  
159 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no  
160 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or  
161 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  
162 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.  
163 The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

164 ///

165 ///

166 ///

167 ///

168 ///

169 ///

170 ///  
171 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS**  
172 **CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

173 **CONTRACTOR DATA AND CERTIFICATION**

174 **Name (tax filing):** Wight's Electric  
175 **Address:** PO Box 468, Heppner, OR 97836  
176 **Citizenship**, if applicable: Non-resident alien  Yes  No  
177 **Business Designation** (check one):  
178  Corporation  Partnership  Limited Partnership  Limited Liability Company  
179  Limited Liability Partnership  Sole Proprietorship  Other \_\_\_\_\_  
180 **Federal Tax ID#:** \_\_\_\_\_ **or SSN#:** \_\_\_\_\_

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

184  
185 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form  
186 is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup  
187 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  
188 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  
189 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  
190 violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS  
191 670.600; and (e) the above Contractor data is true and accurate.

192  
193 **CONTRACTOR**  
194 **WIGHT'S ELECTRIC**

195  
196  
197  
198 By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
199  
200 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_  
201

202  
203 **COUNTY**  
204 **Board of Commissioners**

205 **Date:** \_\_\_\_\_  
206 **ATTEST:**  
207  
208  
209 \_\_\_\_\_  
210 **Melissa Lindsay, Chair**  
211  
212 \_\_\_\_\_  
213 **Don Russell, Commissioner**  
214  
215 \_\_\_\_\_  
216 **Jim Doherty, Commissioner**  
217  
218  
219

220 **APPROVED AS TO FORM:**  
221 \_\_\_\_\_  
222  
223  
224

solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

26. Merger. This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or 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 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

///  
///  
///  
///  
///  
///  
///

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

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): Wight's Electric  
Address: PO Box 468, Heppner, OR 97836

Citizenship, if applicable: Non-resident alien  Yes  No

Business Designation (check one):

- Corporation
- Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietorship
- Other

Federal Tax ID# \_\_\_\_\_ 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**  
**WIGHT'S ELECTRIC**

By: 

Title: *Owner*

Date: *10-30-17*

Facsimile number:

Phone number: *541-591-2674*

**COUNTY**

Board of Commissioners

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

ATTEST:

Melissa Lindsay, Chair

Don Russell, Commissioner



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: Sandi Pointer Department: Public Works - General Maint.

Phone Number (Ext): 541-989-9500 Requested Agenda Date: NOV. 01, 2017

Person Attending BOC Meeting (REQUIRED): Sandi Pointer, Burke O'Brien

Short Title of Agenda Item:

Signing contract for Plumbing contractor.

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: [X]

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:

Handwritten signatures and dates for Department Head, Admin. Officer/BOC Office, County Counsel, Finance Office, and Human Resources.

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 3)**

---

1. TITLE OF AGENDA ITEM: **Signing of plumbing contract**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**A review committee consisting of five individuals reviewed the one proposal that had been recieved in Sept. You will find included is the score sheet .**

**Bringing on board a Plumbing contractor utilizes our service to County buildings and grounds much better, When issues arise and/or emergencies accur if costs go higher than \$5,000.00 we have the ability to phone the contracted plumber to get resolved, rather bidding a project out or taking the additianl two to three week time frame to advertise, bid and award results.**

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 3 of 3)**

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.....  
...

- 3. OPTIONS:  
**Morrow County Public works recommend signing the three year contract with optional renewals.**
  
- 4. FISCAL IMPACT:**Controlling costs is important and if costs don't allow we simply don't utilize the plumber.**
  
- 5. STAFF RECOMMENDATIONS:  
**Public Works recommends approval of this agreement, It helps stream line operations and getting the needed projects/emergencies coompleted.**
  
- 6. SUGGESTED ACTION(S) / MOTION(S):  
**Requesting the Board of Commissioners to Sign agreement.**

- 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 _____	

**From:** [Richard Tovey](#)  
**To:** [Sandra Pointer](#); [Justin Nelson](#)  
**Subject:** RE: Contracts for Plumbing and Electric  
**Date:** Thursday, October 26, 2017 10:56:07 AM

---

Sandi-  
I believe we are good to go.  
Thanks-  
Rich

---

Richard S. Tovey  
Deputy District Attorney/ County Counsel  
Morrow County District Attorney's Office  
P.O. Box 664  
Heppner, OR 97836  
(541) 676-5626

-----Original Message-----

From: Sandra Pointer  
Sent: Thursday, October 26, 2017 9:33 AM  
To: Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
Cc: Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
Subject: Contracts for Plumbing and Electric

Justin,

Had we ever gotten an okay on the contracts for the Plumbing and Electrical?

Morrow County Public Works  
Sandi Pointer  
Management Assistant  
365 W. Hwy 74, P.O. Box 428  
Lexington, OR. 97839  
541-240-1761 Cell Phone  
541-989-9500 Office  
541-989-8352 Fax  
[spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)  
Road,Airport,Waste Management,Parks and General Maintenance  
Visit us on the web [www.co.morrow.or.us](http://www.co.morrow.or.us)

Your message is ready to be sent with the following file or link attachments:

plumbing Contractor Services CONTRACT.doc  
2017 Wights Electric Contractor Services.doc

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



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 Blue Mountain Plumbing,  
4 LLC., hereafter called Contractor. County's Contract Administrator for this contract is Morrow County Public Works Director.

5  
6 1. Effective Date and Duration. This contract shall become effective on the date this Contract has been signed by every party hereto. Unless  
7 earlier terminated or extended, this Contract shall expire within three (3) years of the effective date. Expiration shall not extinguish or prejudice  
8 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  
9 has not been cured.

10  
11  
12 2. Statement of Work. The statement of work (the "Work") including the delivery schedule for the Work will be agreed upon on a project by  
13 project basis. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

14  
15 3. Consideration

16 a. County agrees to pay Contractor the hourly rate of \$75.00 per hour for accomplishing the Work required by the various Scopes of Work  
17 generated under this Contract. Emergency overtime \$112.50 per hour, Snake Charge \$35.00 per trip. The maximum, not-to-exceed  
18 compensation payable to Contractor under this Contract shall be determined on a project by project basis and included in the Scopes of Work  
19 to be developed on a project by project basis. Contractor and County agree a written Scope of Work will be approved and signed by County  
20 and Contractor prior to start of each project for work required under this Contract.

21  
22 4. Contract Documents. This contract consists of this Contract with all attached exhibits. All attached Exhibits are hereby incorporated by  
23 reference.

24  
25 5. Independent Contractor; Responsibility for Taxes and Withholding

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

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

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

38  
39 6. Subcontracts and Assignment; Successors and Assigns.

40 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  
41 Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any  
42 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  
43 the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations  
44 under this Contract.

45 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  
46 assigns, if any.

47  
48 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.  
49 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  
50 otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of  
51 the terms of this Contract.

52  
53 8. Funds Available and Authorized

54 a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon.

55 County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

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

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58 9. Representations and Warranties

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

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

82 b. County's Right to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty  
83 (30) days notice to Contractor.

84 ///

85 ///

86 **c. Remedies**

87 i) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum designated for accomplishing the  
88 Work multiplied by the percentage of Work completed and accepted by **County**, less previous amounts paid and any claim(s) which State has against  
89 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to  
90 **County** upon demand.

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

96  
97 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9(a), NEITHER PARTY  
98 SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE  
99 CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN  
100 ACCORDANCE WITH ITS TERMS.

101  
102 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted  
103 accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document  
104 Contractor's performance. Contractor acknowledges and agrees that **County** and the Oregon Secretary of State's Office and the federal government and  
105 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that  
106 are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such  
107 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  
108 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  
109 this Contract, whichever date is later.

110  
111 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances  
112 applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of  
113 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  
114 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights  
115 and rehabilitation statutes, rules and regulations. **County's** performance under this Contract is conditioned upon Contractor's compliance with the  
116 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

117  
118 **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  
119 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.  
120 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

121  
122 **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  
123 such cause was beyond, respectively, **County's** or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove  
124 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  
125 contract.

126  
127 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth  
128 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

129  
130 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

131  
132 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given  
133 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or **County** at the address or  
134 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  
135 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or  
136 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be  
137 effective against **County**, such facsimile transmission must be confirmed by telephone notice to **County's** Contract Administrator. Any  
138 communication or notice by personal delivery shall be deemed to be given when actually delivered.

139  
140 **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  
141 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  
142 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

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

147  
148 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal  
149 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  
150 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

151  
152 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of  
153 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between **County** (and/or any other  
154 **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  
155 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  
156 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY  
157 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

158  
159 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no  
160 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or  
161 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  
162 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.  
163 The failure of **County** to enforce any provision of this Contract shall not constitute a waiver by **County** of that or any other provision.

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///

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

**CONTRACTOR DATA AND CERTIFICATION**

Name (tax filing): **Blue Mountain Plumbing, LLC**

Address: **P.O. Box 778, Heppner, OR 97839**

Citizenship, if applicable: Non-resident alien  Yes  No

Business Designation (check one):

Corporation  Partnership  Limited Partnership  Limited Liability Company

Limited Liability  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**

**BLUE MOUNTAIN PLUMBING SERVICES, LLC**

By:  Title: Owner/manager Date: 10-30-17  
Facsimile number: n/a Phone number: 503-429-0848

**COUNTY BOARD OF COMMISSIONERS**

ATTEST:

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

\_\_\_\_\_

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

\_\_\_\_\_  
Don Russell, Commissioner

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

APPROVED AS TO FORM:

\_\_\_\_\_



**AGENDA ITEM COVER SHEET**  
Morrow County Board of Commissioners  
(Page 1 of 3)

Item #  
4h

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

Staff Contact: **Sandi Pointer** Phone Number (Ext): **541-989-9500**  
Department: **Public Works – Road Dept.** Requested Agenda Date: **Nov. 1, 2017**  
Person Attending BOC Meeting (*REQUIRED*): **Sandi Pointer, Burke O'Brien**

Short Title of Agenda Item: \_\_\_\_\_

**Signing ODOT agreement for Fund Exchange.**

<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:

<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: <span style="font-size: 1.2em; color: blue;">702-770-3-30-3555</span>
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>10.18.2017</u> <small>DATE</small>	Department Head	Required for all BOC meetings
	<u>10/30/17</u> <small>DATE</small>	Admin. Officer/BOC Office	Required for all BOC meetings
<span style="color: blue;">SEE EMAIL</span>	<u>10/9/17</u> <small>DATE</small>	County Counsel	Required for all legal documents
	<u>10/26/17</u> <small>DATE</small>	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 3)

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1. TITLE OF AGENDA ITEM: **Signing ODOT agreement for fund exchange funds**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**Local agencies may exchange federal STP funds for State dollars at a rate of .94 cents in State funds for every \$1.00 federal funds. Funding is provides for Federal Surface Transportation to Counties. Going with this way of exchangeing funds is Federal which has a lot of requirements that sometimes make projects impossible to complete, in order for the small Counties to fullfill their projects the State allows the Counties to apply and give these funds for these projects.**

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 3 of 3)**

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.....  
...

3. OPTIONS:

**Morrow County sends a request in for these funds yearly for surface restoration and repair which qualify. The State then executes an agreement to do so.**

4. FISCAL IMPACT: **This gives the Road Budget an increased amount for a project that is earmarked for the funds. The amount that would be received for the project is \$293,562.00 and the project has been overlay of 2.5 miles Ella Rd., and 1.74 miles of Patterson Ferry Road.**

5. STAFF RECOMMENDATIONS:

**Public Works recommends approval of this agreement, It is a good to get this funds and be active with these agreements. We do these every year and they are a vital part of the Road Budget.**

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

**Requesting the Board of Commissioners to Sign agreement.**

- 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 _____                            |   |

2017 FUND EXCHANGE AGREEMENT  
Overlay on Various County Roads  
Morrow County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and MORROW COUNTY, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the overlay project on 2.5 miles of Ella Road from N. Hwy. 74 to lone-Boardman Road; and 1.74 miles of Patterson Ferry Road #930 beginning at N. I-84 Interchange, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2017 federal funds, which have been allocated to Agency, for state funds based on the following ratio:  
  
\$94 state for \$100 federal
4. Based on this ratio, Agency wishes to trade \$312,300.00 federal funds for \$ 293,562.00 state funds.

5. The term of this Agreement will begin upon execution and will terminate two (2) years on the same day and month unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
  - a. The federal funds transferred to State may be used by State at its discretion.
  - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
    - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
    - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
  - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
  - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$293,562.00. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
  - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
  - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
  - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established



pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a monthly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$293,562.00, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
  - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
    - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
    - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
    - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
    - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
  - iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  - m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be

effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on January 23, 2017, as a part of the 2015-2018 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on March 9, 2017.

**Signature Page to Follow**

**MORROW COUNTY**, by and through  
its Board of Commissioners

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Counsel

Date \_\_\_\_\_

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

**Agency Contact:**

Burke O'Brien, Public Works Director  
Morrow County  
P.O. Box 428  
Lexington, Oregon 97839  
(541) 989-9500  
[bobrien@co.morrow.us](mailto:bobrien@co.morrow.us)

**State Contact:**

Mike Barry, Local Agency Liaison  
Oregon Department of Transportation  
3012 Island Avenue  
La Grande, Oregon 97850  
(541) 963-1353  
[Michael.p.barry@odot.state.or.us](mailto:Michael.p.barry@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 5 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 5 Area Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**From:** [Justin Nelson](#)  
**To:** [Burke O'Brien](#)  
**Cc:** [Sandra Pointer](#)  
**Subject:** RE: Morrow Co 2017 FX .doc  
**Date:** Monday, October 09, 2017 10:57:32 AM

---

If it needs to go before the BoC (as it appears from the signature line), then please go ahead and submit to the agenda- I have no objections or concerns with the document being signed by the BoC.

-Justin

---

*Justin W. Nelson  
Morrow County District Attorney  
Morrow County Counsel  
100 S. Court St.  
P.O. Box 664  
Heppner, OR 97836  
Office: (541) 676-5626  
Fax: (541) 676-5660  
Email: [jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)*

---

**From:** Burke O'Brien  
**Sent:** Monday, October 09, 2017 10:48 AM  
**To:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
**Cc:** Sandra Pointer <[spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)>  
**Subject:** FW: Morrow Co 2017 FX .doc

We need to get this agreement signed

---

**From:** BALDWIN Georgina P \* Gina [<mailto:Georgina.P.BALDWIN@odot.state.or.us>]  
**Sent:** Friday, April 28, 2017 5:50 PM  
**To:** Burke O'Brien <[bobrien@co.morrow.or.us](mailto:bobrien@co.morrow.or.us)>  
**Cc:** BARRY Michael P <[Michael.P.BARRY@odot.state.or.us](mailto:Michael.P.BARRY@odot.state.or.us)>  
**Subject:** Morrow Co 2017 FX .doc

Hello Burke,  
Find attached the Agreement draft for your 2017 Fund Exchange Project; please review and if acceptable please forward for signatures. Once signatures have been obtained you may forward to me either just the signature page or entire document in one of the following ways: by fax to (541) 963-5307, by e-mail, or mail to: Gina Baldwin, R5 Agreement Coordinator, 3012 Island Avenue, La Grande, Oregon 97850.

If you have any questions regarding the terms of this Agreement please contact Mike Barry at (541) 963-1353 or by e-mail; [Michael.p.barry@odot.state.or.us](mailto:Michael.p.barry@odot.state.or.us)

Thank you so much for your help in getting this reviewed and through the signature

Item # 4i

**Roberta Lutcher**

---

**From:** Melissa Lindsay  
**Sent:** Saturday, October 28, 2017 6:52 AM  
**To:** Kim Cutsforth  
**Cc:** Roberta Lutcher  
**Subject:** Fwd: Letter of Support  
**Attachments:** POM INFRA Stakeholder Support Letter.docx; POM TIGER Stakeholder Support Letter.docx; POM Tiger Map.pdf; 4302\_001.pdf

The timing of this need would dictate it needs to make agenda?..

Get [Outlook for iOS](#)

----- Forwarded message -----

**From:** "Lisa Mittelsdorf" <[LisaM@portofmorrow.com](mailto:LisaM@portofmorrow.com)>  
**Date:** Fri, Oct 27, 2017 at 3:10 PM -0700  
**Subject:** Letter of Support  
**To:** "Melissa Lindsay" <[mlindsay@co.morrow.or.us](mailto:mlindsay@co.morrow.or.us)>, "Don Russell" <[drussell@co.morrow.or.us](mailto:drussell@co.morrow.or.us)>, "Jim Doherty" <[jdoherly@co.morrow.or.us](mailto:jdoherly@co.morrow.or.us)>

Commissioners:

I would like to request a letter of support on two federal grant applications (TIGER and INFRA) for infrastructure improvements at the Port. I have a brief project summary below, attached sample letter, map with the project layout and a copy of a similar you sent us last year. I would like to include your commitment to support in the application by November 2nd. I can submit the letter after that date, but would include your name as a supporter in the application. This project includes major improvements in road, rail and terminal on Marine Drive and Ullman.

**TIGER and INFRA Project Summary**

*The Port of Morrow is requesting a TIGER grant and an INFRA grant to establish rail to barge transloading capability along the Port's terminals on the Columbia River. The Columbia River Barge Terminal and Rail Access Project will unleash untapped economic potential at the Port by enabling the transfer of products directly between barge ships and railcars through four marine terminals including a grain terminal used by the Morrow County Grain Growers. Through the construction of rail extensions, switches, and crossovers, as well as road and bridge improvements, this new capability will create economic opportunities for existing and future industries at the Port. By capitalizing on previous investments from the Port, the State of Oregon, and private partners, this project will generate economic activity in a rural area for the next 30 years. Under the TIGER program, the Columbia River Barge Terminal and Rail Access Project qualifies as a rural project and no non-federal matching funds are required. However, this project will leverage funding in the amount of \$6,550,000 from the State of Oregon to finance 34 percent of the total project cost of \$19,350,000.*

Thank you in advance for your consideration of this support. If you have any questions, please let me know.

*Lisa Mittelsdorf*

Director of Economic Development  
Port of Morrow  
P. O. Box 200  
Boardman, OR 97818

Phone: (541) 481-7678  
Fax: (541) 481-2679  
Cell: (541) 571-1671

## Disclaimer

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November 1, 2017

The Honorable Elaine Chao, Secretary  
U.S. Department of Transportation  
1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

Dear Secretary Chao,

We are writing in support of a grant application submitted by the Port of Morrow to the U.S. Department of Transportation's *Transportation Investment Generating Economic Recovery* (TIGER) program. The award will support the rural economy surrounding the Port of Morrow, and increase the economic competitiveness of the region and the United States by reducing transportation costs, relieving rail congestion, creating jobs, and facilitating the movement of exports.

The Port of Morrow's proposal, along with the Columbia River Barge Terminal and Rail Access Project, will create even more economic potential at the Port by expanding the Industrial Park rail network. This expansion will enable the transloading of products directly between barge ships and railcars through four marine terminals. This capability will serve current users and attract new industry to the area. In addition to TIGER funds, the project will leverage a \$6,550,000 grant from the State of Oregon, and capitalize on previous investments from the Port, the State of Oregon, and a cooperative of grain growers and private barge shipping lines to expand a grain terminal used by Morrow County Grain Growers within the Port's Industrial Park.

The Port of Morrow is Oregon's second largest port, and despite its rural location in eastern Oregon, contributes to the economic competitiveness of Oregon, the Pacific Northwest, and the United States by serving as the primary point for export and distribution. The Port's strategic location means it can take advantage of primary trucking routes, rail service by Union Pacific Railroad, barge transportation on the Columbia River, and a Port-owned airport near Boardman, Oregon.

We encourage you to give careful and thorough consideration to the Port of Morrow's TIGER application, and are pleased to lend our support to this project.

Sincerely,

Melissa Lindsay  
Chair

Don Russell  
Commissioner

Jim Doherty  
Commissioner



November 1, 2017

The Honorable Elaine Chao, Secretary  
U.S. Department of Transportation  
1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

Dear Secretary Chao,

We are writing in support of a grant application submitted by the Port of Morrow to the U.S. Department of Transportation's *Infrastructure for Rebuilding America* (INFRA) program. The award will support the rural economy surrounding the Port of Morrow, and increase the economic competitiveness of the region and the United States by reducing transportation costs, relieving rail congestion, creating jobs, and facilitating the movement of exports.

The Port of Morrow's proposal, along with the Columbia River Barge Terminal and Rail Access Project, will create even more economic potential at the Port by expanding the Industrial Park rail network. This expansion will enable the transloading of products directly between barge ships and railcars through four marine terminals. This capability will serve current users and attract new industry to the area. In addition to INFRA funds, the project will leverage a \$6,550,000 grant from the State of Oregon; \$1,357,900 in design and engineering work from the Port of Morrow; and capitalize on previous investments from the Port, the State of Oregon, and a cooperative of grain growers and private barge shipping lines to expand a grain terminal used by Morrow County Grain Growers within the Port's Industrial Park.

The Port of Morrow is Oregon's second largest port, and despite its rural location in eastern Oregon, contributes to the economic competitiveness of Oregon, the Pacific Northwest, and the United States by serving as the primary point for export and distribution. The Port's strategic location means it can take advantage of primary trucking routes, rail service by Union Pacific Railroad, barge transportation on the Columbia River, and a Port-owned airport near Boardman, Oregon.

We encourage you to give careful and thorough consideration to the Port of Morrow's INFRA application, and are pleased to lend our support to this project.

Sincerely,

Melissa Lindsay  
Chair

Don Russell  
Commissioner

Jim Doherty  
Commissioner

# PROJECT MAP

Columbia River



PORT OF MORROW  
Industrial Park  
Boardman, Oregon



Existing Road	
Proposed Road	
Existing Rail	
Proposed Rail	
UPRR Mainline	

**T1-3 RAIL SERVICE**  
Date Updated: 10/10/2017  
Sheet Size: ANSI B (11x17)



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

Item #
5a

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

Staff Contact: Kate Knop
Department: Finance
Person Attending: Kate Knop

Phone Number (Ext): 5302
Requested Agenda Date: 11/1/17

Short Title of Agenda Item: Victim/Witness Fund – Supplemental Budget Resolution R-2017-28

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:

Handwritten signatures and dates for Department Head, Admin. Officer/BOC Office, County Counsel, Finance Office, and Human Resources.

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: Victim Witness Fund - Supplemental Budget Resolution R-2017-28
2. ISSUES, BACKGROUND, AND DISCUSSION: In the matter of increasing appropriations within the Morrow County Victim Witness Fund pursuant to ORS 294.271(1) (a). The requested supplemental budget resolution R-2017-28 increases the Victim Witness Fund budget by \$67,249. The increase includes the VOCA/CFA Non-Competitive Grant revenue in excess of adopted budget in the amount of \$26,449, a General Fund 'transfer – in' in the amount of \$30,000, and an increase in Beginning Fund Balance for the VOCA One Time Grant carry over increase in the amount of \$10,800.

The VOCA/CFA Grant application became available after the Budget was adopted for FY 2017-2018. The additional VOCA/CFA funds will increase by an estimated \$26,449 over the adopted budget. The grant requires a minimum General Fund match in the amount of \$11,482 but a total of \$30,000 is requested to support FTE and balance the budget. The final increase is for the FY 2016-2017, VOCA One Time Grant, carry over in the amount of \$10, 800 that needs appropriation authority to finalize. All of the funds will be used to provide resources to the Victim Witness program.

3. OPTIONS:

Options available to the Board of Commissioners include:

1. Move to approve Resolution R-2017-28 as written;
  2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
  3. Take no action;
  4. Other.
4. FISCAL IMPACT:

The approval of Resolution 2017-28 will increase the Victim Witness Fund by a total of \$67,249 bringing the total appropriations up to \$103,762. The increase in funds will be used to provide resources to the Victim Witness program.

SUGGESTED ACTION(S) / MOTION(S): After considerations, the board of Commissioners options include the following:

1. Move to approve Resolution R-2017-28 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

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 )  
 APPROPRIATIONS FOR FISCAL ) RESOLUTION NO. R-2017-28  
 YEAR BEGINNING JULY 1, 2017 )

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2017, for the following purposes:

	<u>Current Appropriations</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<b>Victim Witness Fund</b>			
Personnel Services	\$ 35,672	\$ 52,524	\$ 88,196
Materials & Services	\$ 861	\$ 14,725	\$ 15,586
<b>Total Increase/(Decrease) Victim Witness Fund</b>	<b>36,533</b>	<b>67,249</b>	<b>103,782</b>
		<b>Total APPROPRIATIONS, All Funds</b>	<b>\$ 32,979,320</b>
		<b>Total Unappropriation and Reserve Amounts, All Funds</b>	<b>\$ 3,323,334</b>
		<b>TOTAL ADOPTED BUDGET</b>	<b>\$ 36,302,654</b>
<p>The supplemental budget would authorize an increase in Victim Witness Total Revenue, Personnel and Materials and Services Expenditures with the increase in VOCA/CFA Non-Competitive Grant funds for 2017. The annual grant award is \$45,929 with a required match of \$11,482 in Personnel. The additional revenue increase includes a request from "Transfer from Other Funds" from General Fund for the match and to balance the Fund. There is also an increase in Beginning Fund Balance which includes unspent dollars from the "VOCA One Time Grant".</p>			

Dated this 1st day of November, 2017.

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

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

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

\_\_\_\_\_  
Don Russell, Commissioner

Attest:

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

Approved as to Form:

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

PACKET: 00111-Victm Witness R-2017-28

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
-----							
Budget Adj. # 000264							
101 124-5-50-5358	11/01/2017	Victm Witness R-201	30,000.00	0.00	0.00	30,000.00	30,000.00
TRANSFER TO VIC/WIT FUND							
DEPT: TRANSFER TO OTHER FUNDS							
101 199-5-50-5999	11/01/2017	Victm Witness R-201	30,000.00-	365,000.00	65,000.00-	270,000.00	270,000.00
OPERATING CONTINGENCY							
DEPT: NON-DEPARTMENTAL							
220 111-3-30-3615	11/01/2017	Victm Witness R-201	26,449.00	19,480.00-	0.00	45,929.00-	41,965.76-
VICTIM/WITNESS GRANT							
DEPT: DISTRICT ATTORNEY							
220 111-3-90-3815	11/01/2017	Victm Witness R-201	30,000.00	0.00	0.00	30,000.00-	30,000.00-
TRANSFER FROM GEN FUND							
DEPT: DISTRICT ATTORNEY							
220 100-3-01-0102	11/01/2017	Victm Witness R-201	10,800.00	1,200.00-	0.00	12,000.00-	12,000.00-
BEGINNING FUND BALANCE-BUD							
DEPT: NON-DEPARTMENTAL							
220 111-5-10-1001	11/01/2017	Victm Witness R-201	31,235.00	19,143.00	0.00	50,378.00	36,814.80
VICTIM/WITNESS ADVOCATE							
DEPT: DISTRICT ATTORNEY							
220 111-5-10-1301	11/01/2017	Victm Witness R-201	1,936.00	1,187.00	0.00	3,123.00	2,207.85
FICA							
DEPT: DISTRICT ATTORNEY							
220 111-5-10-1303	11/01/2017	Victm Witness R-201	7,647.00	4,847.00	0.00	12,494.00	8,608.29
PACIFIC MUTUAL							
DEPT: DISTRICT ATTORNEY							
220 111-5-10-1305	11/01/2017	Victm Witness R-201	7,949.00	8,013.00	0.00	15,962.00	12,169.74
AOC - MEDICAL							
DEPT: DISTRICT ATTORNEY							
220 111-5-10-1309	11/01/2017	Victm Witness R-201	500.00	306.00	0.00	806.00	517.65
UNEMPLOYMENT INSURANCE							
DEPT: DISTRICT ATTORNEY							
220 111-5-10-1316	11/01/2017	Victm Witness R-201	39.00	24.00	0.00	63.00	47.40
DISABILITY INSURANCE							
DEPT: DISTRICT ATTORNEY							
220 111-5-10-1317	11/01/2017	Victm Witness R-201	41.00	20.00	0.00	61.00	48.07
UNITED HERITAGE LIFE							
DEPT: DISTRICT ATTORNEY							
220 111-5-10-1320	11/01/2017	Victm Witness R-201	1,716.00	1,159.00	0.00	2,875.00	2,875.00
VACATION ACCRUALS							
DEPT: DISTRICT ATTORNEY							

PACKET: 00111-Victm Witness R-2017-28

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000264 -----							
220 111-5-10-1321	11/01/2017	Victm Witness R-201 MANDATED MEDICARE DEPT: DISTRICT ATTORNEY	452.00	278.00	0.00	730.00	515.94
220 111-5-20-2131	11/01/2017	Victm Witness R-201 SUPPLIES DEPT: DISTRICT ATTORNEY	10,901.00	0.00	0.00	10,901.00	10,901.00
220 111-5-20-3321	11/01/2017	Victm Witness R-201 TRAINING AIDS/CLASSES DEPT: DISTRICT ATTORNEY	2,774.00	0.00	0.00	2,774.00	2,662.54
220 111-5-20-3713	11/01/2017	Victm Witness R-201 INTERPRETERS FEES DEPT: DISTRICT ATTORNEY	300.00	200.00	0.00	500.00	500.00
220 111-5-20-3833	11/01/2017	Victm Witness R-201 EMERGENCY SERVICES GRANT DEPT: DISTRICT ATTORNEY	750.00	0.00	0.00	750.00	750.00
220 111-5-10-1306	11/01/2017	Victm Witness R-201 DENTAL INSURANCE DEPT: DISTRICT ATTORNEY PACKET NOTES:	1,009.00	628.00	0.00	1,637.00	1,401.14
TOTAL NO. ADJUSTMENTS--REVENUE:						3	67,249.00
TOTAL NO. ADJUSTMENTS--EXPENSE:						16	67,249.00
TOTAL IN PACKET--							<u>134,498.00</u>

\*\*\* NO WARNINGS \*\*\*

\*\*\* NO ERRORS \*\*\*

\*\*\* END OF REPORT \*\*\*



MORROW COUNTY, OREGON  
 APPROVED BUDGET  
 AS OF: JULY 1ST, 2017

**220-VICTIM/WITNESS ASSISTANCE  
 NON-DEPARTMENTAL**

	(----- 2017 REQUESTED BUDGET	-2018 -----) APPROVED BUDGET	2017-2018 <b>REVISED</b> BUDGET	2017-2018 <b>INCREASE</b> BUDGET	
<b>REVENUES</b>					
<u>INVESTMENT EARNINGS</u>					Resolution - 2017-28
220-100-3-65-0105 INVESTMENT EARNINGS	0	0	0	0	
<b>TOTAL REVENUES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>REVENUES</b>					
<u>GRANT REVENUE</u>					
220-111-3-30-3569 VICTIM/WITNESS-UA	15,853	15,853	15,853	0	
220-111-3-30-3615 VICTIM/WITNESS GRANT	19,480	19,480	45,929	26,449	
220-111-3-30-3616 VOCA ONE TIME PROJ.	27,587	0	0	0	
<b>GRANT REVENUE</b>	<b>62,920</b>	<b>35,333</b>	<b>61,782</b>	<b>26,449</b>	
<u>MISCELLANEOUS REVENUE</u>					
220-111-3-60-4187 MISC. REVENUE	0	0	0	0	
<b>MISCELLANEOUS REVENUE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<u>REIMBURSEMENTS</u>					
220-111-3-80-7075 REIMBURSED ITEMS	0	0	0	0	
<b>REIMBURSEMENTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<u>TRANSFER FROM OTHER FUND</u>					
220-111-3-90-3815 TRANSFER FROM GEN FU	48,000	0	30000	30,000	Required Match
<b>TRANSFER FROM OTHER FUND</b>	<b>48,000</b>	<b>0</b>	<b>30000</b>	<b>30,000</b>	<b>\$11,482.25</b>
<b>TOTAL REVENUES</b>	<b>110,920</b>	<b>35,333</b>	<b>91,782</b>	<b>56,449</b>	
<b>EXPENDITURES</b>					
<u>PERSONNEL SERVICES</u>					
220-111-5-10-1001 VICTIM/WITNESS ADVOC	46,872	19,143	50,378	31,235	
220-111-5-10-1301 FICA	2,906	1,187	3,123	1,936	
220-111-5-10-1302 WORKERS COMP	172	67	67	0	
220-111-5-10-1303 PACIFIC MUTUAL	11,624	4,847	12,494	7,647	
220-111-5-10-1305 AOC - MEDICAL	19,383	8,013	15,962	7,949	
220-111-5-10-1306 DENTAL INSURANCE	1,637	628	1637	1,009	
220-111-5-10-1308 HRA DED. CONTRIBUTIO	0	0	0	0	
220-111-5-10-1309 UNEMPLOYMENT INSURAN	701	306	806	500	
220-111-5-10-1316 DISABILITY INSURANCE	62	24	63	39	
220-111-5-10-1317 UNITED HERITAGE LIFE	52	20	61	41	
220-111-5-10-1320 VACATION ACCRUALS	2,875	1,159	2,875	1,716	
220-111-5-10-1321 MANDATED MEDICARE	680	278	730	452	
<b>TOTAL PERSONNEL SERVICES</b>	<b>86,964</b>	<b>35,672</b>	<b>88,196</b>	<b>52,524</b>	
<u>MATERIALS &amp; SERVICES</u>					
220-111-5-20-2131 SUPPLIES	500	0	10901	10,901	
220-111-5-20-2230 COPY MACHINE SUPPLIE	0	0	0	0	
220-111-5-20-2474 PRINTING	0	0	0	0	
220-111-5-20-3105 AUDIT	0	0	0	0	
220-111-5-20-3220 POSTAGE	0	0	0	0	
220-111-5-20-3240 TELEPHONE	0	661	661	0	
220-111-5-20-3321 TRAINING AIDS/CLASSE	1,000	0	2774	2,774	
220-111-5-20-3713 INTERPRETERS FEES	500	200	500	300	
220-111-5-20-3832 VICTIM SUPPORT	1,500	0	0	0	
220-111-5-20-3833 EMERGENCY SERVICES G	0	0	750	750	
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>3,500</b>	<b>861</b>	<b>15586</b>	<b>14,725</b>	

<b>CAPITAL OUTLAY</b>				
220-111-5-40-4401 OFFICE FURNITURE	22,206	0	0	0
<b>TOTAL CAPITAL OUTLAY</b>	<b>22,206</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ENDING FUND BALANCE</b>				
220-111-5-90-9002 UNAPPROPRIATED ENDIN	0	0	0	0
TOTAL ENDING FUND BALANCE	0	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>112,670</b>	<b>36,533</b>	<b>103,782</b>	<b>67,249</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>( 1,750 )</b>	<b>( 1,200 )</b>	<b>-12,000</b>	
220-VICTIM/WITNESS ASSISTANCE				
	)(----- 2017	-2018 -----)	-2018 -----)	-2018 -----)
	REQUESTED	APPROVED	<b>REVISED</b>	APPROVED
	BUDGET	BUDGET	BUDGET	BUDGET
BEGINNING FUND BALANCE				
220-100-3-01-0102 BEGINNING FUND BALAN	1,750	1,200	12,000	10,800
TOTAL BEGINNING FUND BALANCE	) 1,750	1,200	12,000	10,800
FUND TOTAL REVENUES	110,920	35,333	91,782	56,449
	=====	=====	=====	=====
TOTAL AVAILABLE RESOURCES	) 112,670	36,533	103,782	67,249
FUND TOTAL EXPENDITURES	112,670	36,533	103,782	67,249
	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	-1,750	-1,200	-12,000	
	=====	=====	=====	=====
PROJECTED ENDING FUND EQUITY	0	0	0	0
	=====	=====	=====	=====

## NOTICE OF SUPPLEMENTAL BUDGET HEARING

- For supplemental budgets proposing a change in any fund's expenditures by **more than 10 percent**.

A public hearing on a proposed supplemental budget for Morrow County, Oregon for the current fiscal year will be held at Morrow County Bartholomew Building 110 North Court Street Heppner, Oregon.

The hearing will take place on November 1, 2017 at 9:00  AM  
 PM  
 The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after October 27, 2017 at

Morrow County Finance Department 110 N. Court St. Heppner, OR, between the  AM and 5:00  AM  
 hours of 8:00  PM  PM

### SUMMARY OF SUPPLEMENTAL BUDGET

**FUND:**

**Victim Witness Fund**

Resource	Amount	Expenditure	Amount
1 Beginning Fund Balance	\$10,800	1 Personnel Services	\$88,196
2 Grant Revenue	\$26,449	2 Materials & Services	\$15,586
3 Transfer from Other Funds	\$30,000		
<b>Revised Total Resources</b>	<b>\$103,782</b>	<b>Revised Total Requirements</b>	<b>\$103,782</b>

**Total APPROPRIATIONS, All Funds** \$ 32,979,320

Total Unappropriation and Reserve Amounts, All Funds \$ 3,323,334

**TOTAL ADOPTED BUDGET** \$ 36,302,654

The supplemental budget would authorize an increase in Victim Witness Total Revenue, Personnel and Materials and Services Expenditures with the increase in "VOCA/CFA Non-Competitive Grant funds for 2017. The annual grant award is \$45,929 with a required match of \$11,482 in Personnel.

The additional revenue increase includes a request from "Transfer from Other Funds" from General Fund for the match and to balance the Fund.

There is also an increase in Beginning Fund Balance which includes unspent dollars from the "VOCA One Time Grant".



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

Item # <i>6a</i>
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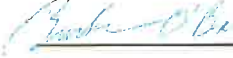

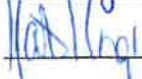
**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-8584 (5704)  
 Department: Road Requested Agenda Date: 11/1/2017  
 Person Attending BOC Meeting (REQUIRED): Matt Scrivner  
 Short Title of Agenda Item: End Dump Trailer Bid Results

<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 checked="" type="checkbox"/> Discussion & Action
Estimated Time: _____	Estimated Time: <u>15 min.</u>
<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: _____	
Contractor/Entity Address: _____	
Effective Dates - Form: _____	Through: _____
Total Contract Amount: _____	Budget Line: <u>202220-540-4402</u>
Does the contract amount exceed \$5,000?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, Attach Purchase Pre-Authorization Request of Applicable	

Reviewed by:

 Date: <u>10/25/2017</u>	Department Head	Required for all BOC Meetings
 Date: <u>10/30/17</u>	Admin. Officer/BOC Office	Required for all BOC Meetings
<u>P. Tovey email 10-27-17</u> Date: _____	County Counsel	Required for all legal documents
 Date: <u>10/26/17</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 must be received by the Board's office by 5:00pm on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

**1. TITLE OF AGENDA ITEM:**

End Dump Trailer Bid Opening Results

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

MCPW opened bids for End dump trailers on September ~~9th~~<sup>25th</sup>. After opening and contacting bidders for clarification, staff believes the low bid is not the best choice for MCPW and would like to have discussion of why we feel that the second bid would be better for MCPW. Discussion and action time should be around 15 minutes.

**3. OPTIONS:**

**Option 1:** Accept bid from Northwest Equipment Sales for \$ 209,292.00

**Option 2:** Accept trailer portion of bid from Northwest Equipment Sales for \$ 168,000.00 and Rebid wet kit and fifth wheel installations with greater detail and make site visit of equipment mandatory.

**Option 3:** Reject all bids and rebid with greater details of installation of wet kits and 5th wheel locks. Site visit of equipment mandatory.

**4. FISCAL IMPACT:**

Option 1 is not the low bid, but do to the length of time for delivery, distance to take equipment for installation and the many unknowns of the installations we feel option 1 is the best option for MCPW.

**5. STAFF RECOMMENDATIONS:**

Accept bid from Northwest Equipment Sales for \$ 209,292.00.

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

Accept bid from Northwest Equipment Sales for (3) Ranco EDQ 28-36-3 trailers, Wet kit installations on (4) trucks and install new fifth wheels with factory locks.

- 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 (File Copy)
<input checked="" type="checkbox"/>	Board of Commissioners (File Copy)	<input type="checkbox"/>	Department - For Distribution
<input checked="" type="checkbox"/>	Other <b>Morrow County Road Department</b>		

**ITEM:** End Dump Trailer Bid Results  
**BID/S OPENED:** September 25, 2017 @ 10:00am  
at Morrow County Public Works Office in Lexington, Oregon  
**PRESENT:** The following individuals were present at time of bid opening:  
Kirsti Cason, Matt Scrivner, Burke O'Brien  
**BIDS RECEIVED:** Total of three (3) bids were received by deadline of  
September 21, 2017 @ 4:00pm

**# 1 NORTHWEST EQUIPMENT SALES**

(4) Wet Kits (Installed)	\$	41,292.00
(4) Control Boxes		
(4) 5th Wheel Locks (installed) Switches/Wiring for trailers		
(3) Ranco EDQ 28-36-3 Trailers (\$56,000.00 each)	\$	168,000.00
FOB - Lexington, Oregon Delivery 1-2 weeks		
<b><u>NORTHWEST EQUIPMENT SALES TOTAL</u></b>	<b>\$</b>	<b>209,292.00</b>

**# 2 UTILITY TRUCK & EQUIPMENT**

(4) Wet kits (Installed)		22,000.00
(4) 5th Wheel Locks (installed)	\$	4,200.00
(3) Clement 34' Half Round	\$	171,900.00
1/4" AR450 Tub in lieu 3/16" (\$57,900.00 each)	\$	1,800.00
FOB - Boise, Idaho (we deliver/pick-up) Delivery 13-16 weeks		
<b><u>UTILITY TRUCK &amp; EQUIPMENT TOTAL</u></b>	<b>\$</b>	<b>199,900.00</b>

**# 3 WESTERN TRUCK & TRAILER**

<b>DECLINED BID</b>		
Forwarded information for trailers		
(3) Ranco EDQ 28-36-3 Trailers (\$60,393.76 each)	\$	181,181.28
FOB Lamar Colorado		
<b><u>WESTERN TRUCK &amp; TRAILER TOTAL</u></b>		

MORROW COUNTY PUBLIC WORKS IS REQUESTING PROPOSALS FOR (3) RANCO ANVIL QUARTER FRAME END DUMP TRAILERS (EDQ 28-36-3) OR EQUIVALENT. TRAILER OVERALL LENGTH 36' 4", BODY LENGTH 34', 45" SIDE WALLS, 28 CUBIC YARD CAPACITY, 32' 7.5" BRIDGE, 280" CYLINDER LENGTH, 44 DEGREE DUMP ANGLE, 16,800 TRAILER WEIGHT, PARKING LEGS, FRONT MOUNTED LADDER, 76" CLEARANCE HIGH LIFT GATE, AIR ASSISTED FLIP UP PAVING APRON, HITCH 50,000 LB. SINGLE POINT SUSPENSION FOR LAST TWO AXLES WITH AIR SUSPENSION LIFT THIRD AXLE, (12) 8.25 x 24.5 STEEL DISC WHEELS, (12) 11R24.5 RADIAL TIRES, DOT COMPLIANT LIGHTING, DRUM BRAKES WITH ABS ON TWO AXLES, FRONT AND REAR FENDERS WITH MUD FLAPS AND ELECTRIC SLIDE AND GO ASPHALT TARP. SUPPLIER MUST ALSO INCLUDE PRICE TO INSTALL (2) WET KITS WITH 50 GALLON TANK BEHIND CAB ON 1-1988 AND 1-2008 KENWORTH TRACTOR. INSTALL (2) WET KITS WITH 50 GALLON SADDLE TANK ON 2-2006 INTERNATIONAL TRACTORS. (4) CONTROL BOXES AND FIFTH WHEEL LOCK KITS TO BE INSTALLED ON TRUCKS LISTED ABOVE. MCPW WILL DELIVER TRUCKS TO LOCATION OF INSTALLATION NO MORE THAN 350 MILES FROM LEXINGTON FOR INSTALLATION 2 TRUCKS AT A TIME AND REQUIRE THAT COMPLETE INSTALLATION BE COMPLETED WITHIN FOURTEEN DAYS FROM DELIVERY OF TRUCKS.

BIDS MUST BE RECEIVED AT THE MORROW COUNTY PUBLIC WORKS OFFICE, 365 W. HWY 74, P.O. BOX 428, LEXINGTON, OR. 97839 NO LATER THAN 4:00 P.M. THURSDAY SEPTEMBER 21, 2017. BIDS MUST BE IN A SEALED ENVELOPE MARKED "DUMP TRAILER" BIDS WILL BE OPENED SEPTEMBER 25, 2017 AT THE SESSION OF MORROW COUNTY PUBLIC WORKS OFFICE, 365 W. HWY 74, LEXINGTON, OR AT 10:00 A.M.

MORROW COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR TO POSTPONE THE AWARD OF BIDS FOR THIRTY DAY FROM THE DATE OF OPENING.





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

Item #  <b>4b</b>
-------------------------

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

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-9500  
Department: Public works / Road Requested Agenda Date: 11/1/2017  
Person Attending BOC Meeting (REQUIRED): Matt Scrivner  
Short Title of Agenda Item: Purchase Pre-Authorization for End dump trailers

<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 checked="" type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other: <u>Purchase Pre-Authorization</u>

<input type="checkbox"/> N/A	<b>For Contracts and Agreements Only</b>	
Contractor/Entity: <u>Northwest Equipment Sales</u>		
Contractor/Entity Address: <u>78273 Westland Road Hermiston, Oregon 97838</u>		
Effective Dates - Form: _____ Through: _____		
Total Contract Amount: _____ \$209,292.00 Budget Line: <u>202-220-5-40-4402</u>		
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes, Attach Purchase Pre-Authorization Request of Applicable		

Reviewed by:

<u>[Signature]</u> Date: <u>10/26/2017</u>	Department Head	Required for all BOC Meetings
<u>[Signature]</u> Date: <u>10/26/17</u>	Admin. Officer/BOC Office	Required for all BOC Meetings
<u>R. Jovey email</u> Date: <u>10-27-17</u>	County Counsel	Required for all legal documents
<u>[Signature]</u> Date: <u>10/26/17</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 must be received by the Board's office by 5:00pm on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

**1. TITLE OF AGENDA ITEM:**

Purchase Pre-Authorization for End dump trailers

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

**3. OPTIONS:**

**4. FISCAL IMPACT:**

**5. STAFF RECOMMENDATIONS:**

Recommend approval of Purchase

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

Motion to approve purchase pre-authorization for end dump trailers, wet kit installations and fifth wheel locks.

- 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 (File Copy)
<input type="checkbox"/> Board of Commissioners (File Copy)	<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 Scriver Phone Number (Ext): 541-989-8584

Department: Road Department Date: 10-25-2017

Purchase Amount: \$ 209,292.00 Budget Line: 202-220-5-40-4402

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 of (3) end dump trailers, wet kit installations and fifth wheel locks on (4) MCPW trucks.

[Signature]  
Finance Director signature

[Signature]  
Department signature

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

10-25-17  
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:

Northwest Equipment Sales \$ 209,292.00

Quote/Proposal 2:

Utility Truck & Equipment \$ 199,900.00

Quote/Proposal 3:

Western Truck & Trailer \$ 181,181.28 (Rejected)

\*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:

Accept bid from Northwest Equipment Sales for the amount of \$209,292.00.



# AGENDA ITEM COVER SHEET

## Morrow County Board of Commissioners

(Page 1 of 2)

Item #

*6c*

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

Staff Contact: Sandi Pointer  
 Department: Morrow County Public Works  
 Person Attending BOC Meeting *(REQUIRED)*:  
 Short Title of Agenda Item:

Phone Number (Ext): 541-989-9500  
 Requested Agenda Date: 11.01.2017  
 Sandi Pointer

Award, Indoor and Outdoor arena dirt work

**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:           |

N/A

**For Contracts and Agreements Only**

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line: *230 - 301 - 5.40 .4405*

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

*Jordan O'Brien*

10.19.2017

Department Head

Required for all BOC meetings

DATE

~~*[Signature]*~~

*10/30/17*

Admin. Officer/BOC Office

Required for all BOC meetings

DATE

*AT email*

*10-30-17*

County Counsel

Required for all legal documents

DATE

*[Signature]*

*10/26/17*

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 must be received by the Board's office by 5:00 PM on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.**

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

**1. TITLE OF AGENDA ITEM:**

AWARD, Wilkinson indoor arena remove and add dirt and Outdoor arena add dirt.

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

Advertised Oct. 11 EO and Heppner Gazeetee seeking contractor estimates on inddor and outdoor arenas.  
Wilkinson Arena removal of 180'X90' area, down 6 inch deep.  
Replacement dirt to Wilkinson Arena same area with new dirt.  
Outdoor arena add dirt, 135'X300' close to 750 cubic yards.

**3. OPTIONS:**

Two proposals had been received on the deadline of Oct. 17th, Miller and Sons bid was \$20,390.00 and Buttercreek Contractin, LLC bid \$35,759.29. Verification of project was made, Miller and Sons is the lowest bid for this project.

**4. FISCAL IMPACT:**

**5. STAFF RECOMMENDATIONS:**

Morrow County Public works recommends awading this project to Miller and Sons.

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

Award from the Board of Commissioners and I will bring a personnel serives contract for the Nov. 8, 2017 Board 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 _____		

**Sandra Pointer**

---

**From:** Caleb O'Neal <caleb.oneal@buttercreekcontracting.com>  
**Sent:** Tuesday, October 17, 2017 11:11 AM  
**To:** Sandra Pointer  
**Subject:** RE: buttercreek contracting bid for fair grounds excavation job

We will come down to 35,759.29

**Caleb O'Neal**  
Project Engineer/Safety Manager  
caleb.oneal@buttercreekcontracting.com  
541-561-2229



\$ 35,759.29

541 561-2229  
Email to Caleb - about  
NOT taking outdoor  
arena dirt.

**From:** Sandra Pointer [mailto:spointer@co.morrow.or.us]  
**Sent:** Tuesday, October 17, 2017 11:07 AM  
**To:** Caleb O'Neal <caleb.oneal@buttercreekcontracting.com>  
**Subject:** RE: buttercreek contracting bid for fair grounds excavation job

Is this with NOT taking any extra dirt out of the outside arena? Apparently I needed to scratch the outdoor arena will NOT be removal of 6 inch material.

**From:** Caleb O'Neal [mailto:caleb.oneal@buttercreekcontracting.com]  
**Sent:** Tuesday, October 17, 2017 11:05 AM  
**To:** Sandra Pointer <spointer@co.morrow.or.us>  
**Subject:** buttercreek contracting bid for fair grounds excavation job

Sandi,

Our bid for the fairgrounds removal and replacement of material is \$41,260.73.

**Caleb O'Neal**  
Project Engineer/Safety Manager  
caleb.oneal@buttercreekcontracting.com  
541-561-2229



Justin Haskins bid - 2016  
says outdoor arena will NOT  
be removed. Will need  
to phone bidders.  
SMP

**Sandra Pointer**

---

**From:** Ryan Miller <millerandsons@centurytel.net>  
**Sent:** Monday, October 16, 2017 9:01 PM  
**To:** Sandra Pointer  
**Subject:** Fairgrounds arena projects

Miller and Sons will provide all labor and equipment required for the following projects-

Wilkinson Arena removal \$3040.00  
Wilkinson Arena replacement \$5100.00  
Rodeo Arena removal \$5320.00  
Rodeo Arena replacement \$12,250.00  
  
Combined Project Total \$25,710.00

*Notes w/ Ryan to Subtract -  
10/17 we will not be  
taking outdoor arena dirt Just  
adding.*

Let me know if you have any questions and we look forward to working with you.

Regards  
Ryan

*20,390--*

Sent from my U.S. Cellular® Smartphone

*Ryan -  
541 980 8546*



# East Oregonian

211 SE Byers Avenue, Pendleton, OR 97801

## Proof of Ad 10/09/17

Account: <b>30867</b>	Ad ID: <b>17566</b>
Name: Company: <b>MORROW COUNTY PUBLIC WORKS</b>	Description: <b>"HH-5632 REQUEST FOR "</b>
Address: <b>PO BOX 428 LEXINGTON, OR 97839</b>	Run Dates: <b>10/11/17 to 10/11/17</b>
Telephone: <b>(541) 989-9500</b>	Class: <b>101</b>
	Class Desc: <b>Legal Notices</b>
	Sales Rep: <b>Dayle Stinson</b>
	Cost: <b>\$98.15</b>
	Words: <b>285</b>
	Blind Box:

<b>Publications</b>
Hermiston Herald, hermistonherald.com
Ad Note:

Please proof your ad and contact your sales representative as soon as possible if there are any changes.

<p style="text-align: center;"><b>Questions?</b></p> <p style="text-align: center;">Dayle Stinson Email: <a href="mailto:dstinson@eastoregonian.com">dstinson@eastoregonian.com</a> Phone: (541) 278-2670</p>
---

AUTHORIZATION: Under this agreement rates are subject to change with 30 day notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon for the number of insertions used.

### HH-5632 REQUEST FOR BIDS

Morrow County Public Works is seeking a contractor with cost estimate to do removal fill at the Morrow County Fairgrounds indoor and outdoor rodeo arenas. The scope of project is to remove and replace existing arena material. Load and haul existing material to site on Fairgrounds. Load and haul new material to site and place to a level grade in the arena.

Indoor Wilkerson arena which is 180'X90' will need to have 6" of arena dirt removed equaling 300 cubic yards. This material may be disposed of on site at the fairgrounds quarry area. Another 300 cubic yards of new clean material will need to be placed. This material will be hauled from upper Rhea creek site. A loader will be required on the replacement onsite for loading.

The outdoor Rodeo Arena which is 135'X300' will require the removal of 6" of material to be replaced with 8" of material. Remove approx. 750 cubic yards to be hauled from site on Upper Rhea Creek. A loader will be required on the replacement site for loading.

Bids must be received at the Morrow County Public Works office, 365 W. Hwy. 74, P.O. Box 428, Lexington, OR. 97839 by 2:00 p.m. Tuesday October 17th, 2017. Bids must be in a sealed envelope marked. Bids will be opened October 17th 2017 at 3:00 p.m. at the Morrow County Public Works Office at 365 W. Hwy 74, P.O. Box 428, Lexington, OR. Any questions or concerns may be addressed by contacting Sandi Pointer at (541) 989-9500.

Morrow County reserves the right to reject any and all bids and/or to postpone the award of bids for thirty day from the date of opening.  
October 11, 2017

**Robert D. Roien, C.D. LLC**

3 West Willow  
Heppner, OR  
41-567-1837

**Eye Health &  
Vision Care**

Tuesdays  
by appointment

**MASSAGE**

Located at: Dickenson Chiropractic  
133 W May Street,  
Heppner, OR 97836

Licence # 12837  
541-219-1662  
kwaypatterson@gmail.com  
Experienced in: Swedish, Hot Stone, Neuromuscular, ashitsu

referral service. Contact  
Our service is FREE/m  
5669.

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TV! 1-866-373-9175.

DIRECTV. Call & Swi  
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(for 12 Months.) CAL  
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Life Alert. 24/7. One  
Medical, Fire, Burgla  
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Have your product  
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Guide. Submit your  
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mission kit. 1-855-8  
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Deductible, Free To  
CALL 1-844-533-9  
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Portable Oxygen  
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may Be Entitled T  
738-8251. To Lea  
Pocket.

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# GAZETTE-TIMES CLASSIFIED ADS

50 per word/\$5.00 minimum Card of Thanks: \$10 (up to 100 words) Deadline: Monday at 5 p.m.

## HELP WANTED

Community Counseling  
positions, a 501(c)(3) or-  
ganization has a full time  
position open for an Ac-  
counting Specialist in our  
Heppner office. Qualified  
applicants must possess a  
Bachelor's degree in ac-  
counting and have at least  
one year experience in the  
accounting field. An Asso-  
ciate's degree in account-  
ing may be considered if  
applicant has at least three  
years direct accounting  
experience. Must have  
excellent computer skills,  
the ability to create and un-  
derstand complex spread-  
sheets, utilize word pro-  
cessing programs, be able  
to learn new accounting  
and clinical software sys-  
tems, and be able to work  
as part of a team. This po-  
sition reconciles benefits,  
completes monthly and  
quarterly payroll and per-  
sonnel reporting, assists  
with payroll, processes and  
pays payroll taxes and gar-  
nishments, tracks prepaid  
expenses and fixed assets,  
maintains depreciation  
schedules, performs month  
end closing journal en-  
tries, reconciles for federal  
grants, and assists with an-  
nual audit. Salary range is  
\$35,600 to \$50,500 DOE.  
Excellent benefits. Please  
go to [www.community-counselingsolutions.org](http://www.community-counselingsolutions.org)  
to fill out an application. Po-  
sitions open until filled.

10-11-20

## FOR SALE

**THOMAS  
ORCHARDS**  
Kimberly, Oregon  
**REDI-PICKED-  
APPLES & PEARS**  
from Bins  
**70¢ / pound**

**BRING CONTAINERS  
FOR U -PICK**

**CHECK US OUT ON  
FACEBOOK FOR UPDATES**

Open 7 days a week  
8 am-6pm ONLY  
541-934-2870

## PUBLIC NOTICE

Morrow County Public  
Works is seeking a contrac-  
tor with cost estimate to do  
removal fill at the Morrow  
County Fairgrounds indoor  
and outdoor rodeo arenas.  
The scope of project is to  
remove and replace exist-  
ing arena material. Load  
and haul existing materi-  
al to site on Fairgrounds.  
Load and haul new materi-  
al to site and place to a  
level grade in the arena.  
Indoor Wilkerson arena  
which is 180'X90' will  
need to have 6" of arena  
dirt removed equaling 300  
cubic yards. This materi-  
al may be disposed of  
on site at the fairgrounds  
quarry area. Another 300

cubic yards of new clean  
material will need to be  
placed. This material will  
be hauled from upper Rhea  
creek site. A loader will  
be required on the replace-  
ment onsite for loading.  
The outdoor Rodeo Arena  
which is 135'X300' will  
require the removal of 6"  
of material to be replaced  
with 8" of material. Re-  
move approx. 750 cubic  
yards to be hauled from  
site on Upper Rhea Creek.  
A loader will be required  
on the replacement site for  
loading.

Bids must be received at  
the Morrow County Pub-  
lic Works office, 365 W.  
Hwy. 74, P.O. Box 428,  
Lexington, OR. 97839 by  
2:00 p.m. Tuesday Oc-  
tober 17th, 2017. Bids  
must be in a sealed enve-  
lope marked. Bids will be  
opened **October 17th 2017  
at 3:00 p.m.** at the Mor-  
row County Public Works  
Office at 365 W. Hwy 74,  
P.O. Box 428, Lexington,  
OR. Any questions or con-  
cerns may be addressed by  
contacting Sandi Pointer at  
(541) 989-9500.  
Morrow County reserves  
the right to reject any and  
all bids and/or to postpone  
the award of bids for thirty  
day from the date of open-  
ing.  
Published: October 11,  
2017

## PUBLIC NOTICE

IN THE CIRCUIT  
COURT OF THE STATE  
OF OREGON FOR THE  
COUNTY OF MORROW  
Affidavit

The estate of ROBERT V.

HUBBARD, deceased  
Case No. 17PB07161

LIMITED JUDGMENT  
ADMITTING WILL TO  
PROBATE AND AP-  
POINTING PERSON-  
AL REPRESENTATIVE  
WITH FULL POWERS  
The Court accepts the Pe-  
tition of James W. Boyce  
for the probate of the will  
of the above-named deced-  
ent. There is no just reason  
for delay in entering judg-  
ment.

IT IS THEREFORE  
ORDERED AND AD-  
JUDGED:

The Will dated June 13,  
2009 is hereby admitted to  
probate.

James W. Boyce is ap-  
pointed as Personal Repre-  
sentative of the estate with  
full powers.

The Personal Representa-  
tive is not required to file a  
bond and letters testamen-  
tary shall be issued forth-  
with to the Personal Repre-  
sentative in the manner  
provided by law.

Submitted by:  
PERSONAL REP-  
RESENTATIVE  
James W. Boyce  
612 W. Clackamas Circle  
Woodburn, OR 97071  
(503) 902-2114  
ATTORNEY FOR  
PERSONAL REPRESENTATIVE  
Warner E. Allen, OSB #690030  
WARREN ALLEN LLP  
850 NE 122nd Avenue  
Portland, OR 97230  
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Email: [allen@warrenallen.com](mailto:allen@warrenallen.com)  
Published: October 4, 11  
and 18, 2017

Affidavit

DEADLINE FOR NEWS AND ADVERTISING:



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

**1. TITLE OF AGENDA ITEM:**

Surveyor Compensation Discussion

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

For several months we have been discussing and researching topics related to the manner in which we currently compensate our Surveyor. At the Work Session on October 18, 2017 I provided a packet of documents to the Commissioners. These documents are the result of research and opinions as a result of research on the subject. I believe we are at the point of having a discussion with the full Board of Commissioners.

The simple statement of a complicated question: Are we compensating the Surveyor correctly? If not, how do we change the compensation process? Please refer to the packet of information provided earlier for more details.

**3. OPTIONS:**

Please refer to my September 28, 2017 Executive Summary memo for options.

**4. FISCAL IMPACT:**

Unknown. This will be determined by decisions made by the Commissioners.

**5. STAFF RECOMMENDATIONS:**

I do not recommend the option of 'Do Nothing'. This option could open Morrow County up to penalties and interest.

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

Unknown.

- Attach additional background documentation as needed.

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

Clerk (Original for recording)

Finance Department (Copy for file)

Board of Commissioners (Copy for file)

Department – For distribution

Other \_\_\_\_\_



## Human Resources

P.O. Box 788 • Heppner OR 97836  
(541) 676-5620

Karen Wolff  
Human Resources Director  
kwolff@co.morrow.or.us

TO: Kim Cutsforth, Interim County Administrator  
FROM: Karen Wolff, Human Resources Director  
DATE: September 28, 2017  
RE: Surveyor Compensation – Executive Summary

The discussion of the Surveyor Compensation has turned out to be much more involved than I expected. There have been many more twists and turns in my research than I originally anticipated. One question is answered, but that also leads to several additional questions.

Attached to this memo is a draft memo that I prepared at the end of July for presentation to the Board of Commissioners the first part of August. For a number of reasons the subject was pulled from the agenda and has not been presented to the Commissioners yet. This memo provides a pretty simple summary of how we have arrived at this point. Below I will address the highlighted areas of the memo.

The simple question is: Is the Elected Surveyor to be paid as a Fee-Based Official or as our other Elected Officials, which is basically the same as an employee?

County Counsel provided an opinion on July 27, 2017.

*The Morrow County Surveyor is an elected official. The fixed payment to the Morrow County Surveyor is currently \$36,000. The County Surveyor also may collect fees for services rendered. If the fixed amount paid to the Morrow County Surveyor becomes the principle source of compensation for that position then the Morrow County Surveyor may not be classified as a fee basis official. The Morrow County Surveyor would be classified as an employee and subject to IRS requirements.*

I then asked Counsel if we could extend a Professional Services contract to a Fee-Based Surveyor for Professional Surveyor services. County Counsel deferred to Labor Counsel on this question.

Labor Counsel's opinion reads:

*I have reviewed the email and attachments you provided me with respect to the surveyors compensation. The surveyor is a fee based Elected Official. As such, he may retain the fees he actually collects. He may also be provided with a Professional Services Agreement with additional compensation paid for by the County. This is one of the three options set forth by your Finance Director. In my opinion, this meets the intent of the statute ORS 204.116 as long as the amount in his Professional Services Agreement does not exceed his fees.)*

The County Auditor, Cameron Anderson, was asked to provide an opinion as well:

*After reviewing Pub 5138, I would lean towards agreeing with you. I think it is pretty clear from the publication, and publication 963 as well, that since he is receiving a fixed amount each month, those funds are a salary subject to all employment taxes.*

*As far as retirement and insurance, you would want to consult with those entities who are responsible for eligibility.*

The question that I put to Mr. Anderson that he references in his response is:

*Based on this Publication, I believe that we need to treat the Surveyor as an employee, pay a wage, withhold taxes, etc. That also probably means we need to offer retirement and health insurance.*

Now, the question that needs to be answered is: How do we want to move forward?

- Take no action and continue to pay the Surveyor in the same manner as last year. This could result in IRS penalties.
- Continue to classify the Surveyor as a Fee-Based Official and allow him to collect fees. Along with this, offer a Professional Services contract for Professional Surveyor services in the amount of \$36,000.
- Classify the Surveyor as an employee, the same as our other Elected Officials. Pay his \$36,000 as a wage, with withholdings and retirement and possibly health insurance benefits.
- Reconvene the Compensation Board to review the situation and to make a recommendation to the Commissioners.
- Commissioners make a decision, then reconvene the Budget Committee to review the decision of the Commissioners and accept, reject or modify the Commissioner's decision.
- Something else.

There is a great deal of background information, emails and data that I have compiled in my research on this subject. I am happy to review this information with you at your convenience.

As always, I am available to answer any questions that you may have regarding this subject.

.....

10/10/2017

I spoke with Rich Tovey, County Counsel regarding the necessary process if the Commissioners choose to change the Surveyor's compensation. Do we need to reconvene the Compensation Board and then the Budget Committee? May we take the recommendation straight to the Budget Committee? Mr. Tovey said we could take it straight to the Budget Committee. I would recommend that we advise the Compensation Board that this item will be on the Commissioner's agenda and the Budget Committee agenda and invite their input if they so choose.



P.O. Box 788 • Heppner OR 97836  
(541) 676-5620

## Human Resources

Karen Wolff  
Human Resources Director  
kwolff@co.morrow.or.us

To: Morrow County Board of Commissioners  
From: Karen Wolff, Human Resources Director  
Date: July 28, 2017  
Re: Morrow County Surveyor Compensation

The Morrow County Compensation Board met this year and made a recommendation for compensation for all Elected Officials, including the Surveyor. This recommendation was to continue to pay an amount of \$36,000 per year, beyond any fees collected. This is the same amount that was paid to the surveyor in FY 16-17. This amount of compensation began 7/1/2016.

This recommendation was reviewed by the Board of Commissioners and by the Budget Committee and was included in the final budget.

After the Budget Hearings, while researching a different subject in IRS Publication 5138, I found a section on compensation of Elected Officials. It was at that time that I questioned whether we were handling the compensation of our Surveyor correctly. It appeared to me, based on information in the IRS Publication, we would need to begin treating the Surveyor compensation as employee wages rather than a stipend, therefore requiring Withholdings and possibly benefits.

I have met with Steve Haddock, County Surveyor; Kate Knop, Finance Director; Jerry Sorte, Administrative Officer; and Rich Tovey, Deputy DA and County Counsel. Attached with this memo is the memo that I prepared for discussion with Kate and Steve. This memo outlines more of the details of the IRS rules and ORSs.

Recently, Rich has provided an opinion of the situation and a conclusion. This memo is also attached. His opinion is that the compensation changes the status to that of an employee.

When I met with Steve Haddock, he stated that he did not want to be considered an employee. He said he would prefer to be an independent contractor. I asked if he would consider being a Fee Based Official with a separate Professional Services contract. He said he would, because that is kind of how he operates now. He submits an invoice each quarter for \$9,000.

Counsel response to Professional Services

Auditor response

Based on this information, the question I put to the Commissioners is:

How do you want to proceed to a resolution?

What resolution would be your preference? Employee?

If directed by the Commissioners, I could convene the Compensation Board again to specifically review the Surveyor compensation. This could be a conference call. From this meeting, we could ask for a revised recommendation.

The compensation of an Elected Official may not be changed without first being reviewed by the Budget Committee. This will require a special meeting of the Budget Committee. I believe our Finance Director would be agreeable to a special Budget Committee meeting, which might include other topics as well.



**Morrow County Compensation Board Meeting Minutes**  
**March 16, 2017**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present**

Lisanne Currin, Chair  
Rob Brown  
Andy Fletcher  
Eileen Hendricks  
Jill Martin  
Karen Wolff, Human Resources Director

**Call to Order:** 9:32 a.m.

**Minutes**

The Board reviewed the Minutes from last year.

*Mr. Brown moved to approve the minutes of March 29, 2016 and March 31, 2016 as presented.  
Mr. Fletcher seconded. Unanimous approval.*

**Introductions**

Ms. Wolff thanked the Board for their time and thanked their employers for allowing them the time to participate on this Board.

**Public Comment**

Chair Currin asked if there was any Public Comment. No comments.

Ms. Wolff explained that the Board of Commissioners believed it was important for the Board to be able to have free deliberations and therefore Public Comment is being limited to prior to and following the deliberations.

Mr. Fletcher asked what was the COLA increase for non-Elected Officials this year. Ms. Wolff said it was 3% for this current Fiscal Year and has not been determined for the next Fiscal Year. Ms. Wolff anticipates that 3% may be the amount used.

**Deliberations**

**Commissioner**

Mr. Brown noted that the Board of Commissioners have recognized that the job of Commissioner is more than a half-time commitment. Mr. Brown asked Commissioner Doherty, who was in the audience, if the Commissioners were asking for a raise. Commissioner Doherty

said yes. Commissioner Doherty provided some background information leading to the decision of the Board of Commissioners. If it is a full-time commitment, then what do we do?

Ms. Wolff commented that the packet of information to the Board included the portion of the Board of Commissioner Minutes where this discussion and action took place. In the Minutes Commissioner Russell states that they are not looking for a change in compensation. Ms. Wolff explained that she believes his intent was to mean that they were not asking for a change in compensation at that time, because it has to go through the Compensation Board and Budget Committee before there can be a change in the Elected Official's wage.

Chair Currin said that from a voter perspective, we transitioned from a full-time Judge and two part-time Commissioners to a County Administrator and three part-time Commissioners. That was the message presented to the voters. Chair Currin added that she believes that if you are doing a full-time job you should receive full-time pay. That is only fair. She is not sure what that process should be, from a voter perspective. Maybe this is just the start of that. Had that been decided before the election, it may have changed all kinds of things, including who may have filed for election. She believes there should be some public process with the change.

Chair Currin noted that some additional members of the audience arrived and asked if they had any comment. Undersheriff Bowles said that the Sheriff would not be attending today and he asked Undersheriff Bowles and Melissa Ross, Sheriff's Office Administrative Assistant to attend and take notes for him.

Ms. Wolff advised that Justice of the Peace, Judge Ann Spicer is attending by phone. Judge Spicer said she would like to have her salary increased to the same level as the Gilliam County Justice Judge. Only six of the Justice Courts have full service Court such as ours, and only three are in Eastern Oregon. Gilliam County, Wheeler County and Morrow County. Gilliam County is currently paying \$73,800 with an anticipated increase this year. Because of the similarities in the Courts and the revenue that they bring into the county, Judge Spicer believes she should be paid the same as that Court. (Judge Spicer returned to her conference.)

Ms. Wolff noted that the County Surveyor, Steve Haddock joined and asked if he had any comment. He said no.

Ms. Wolff stated that she received a question from a Board member about Home Rule, which came up in some of the comments that were received. Ms. Wolff provided a copy of testimony from 2015 from the League of Oregon Cities Legal Counsel and Association of Oregon Counties Legal Counsel commenting on Measure 91, the marijuana legislation. The testimony included a brief explanation of Home Rule. This is being provided only as information. Home Rule is a process which is defined in Oregon State Statute. Chair Currin asked Ms. Wolff to summarize Home Rule.

Ms. Wolff explained that going to Home Rule would be a charter. This is how we are going to run our county. Rather than strictly following statute, you can choose to change some things. Some things that can not be changed. As an example, Hood River county is Home Rule. They have basically eliminated all Elected positions except Commissioner and Sheriff. Umatilla County is Home Rule also. Ms. Wolff explained that Morrow County looked at Home Rule in 1997. From what Ms. Wolff has been told, it was decided NOT to go to Home Rule because they did not want to do away with the Juvenile Judge position. They liked everything else about Home Rule. Ms. Wolff went on to explain that recently at a Budget Meeting a citizen brought up the question of Home Rule. This is not something that will change overnight. Ms. Wolff said she is not advocating for Home Rule, just stating that it was brought forward by a citizen.

Chair Currin asked about the difference between a Board of Commissioners and a County Court. Ms. Wolff explained that Morrow County was a County Court and that when Judge Tallman chose to not run for reelection, but to rather retire, the County Court chose to transfer the Juvenile Judge duties to the Circuit Court. The decision to make this change occurred after the filing for the Judge position opened, so the election needed to continue as for a Juvenile Judge. Melissa Lindsay was elected as the incoming Judge with a six year term, and then they transitioned to a Board of Commissioners. We now have three Commissioners.

Chair Currin asked what happened to the salary for that position. Ms. Wolff explained that the Compensation Board recommended last year that the person who replaced Judge Tallman would receive the same compensation as the other Commissioners. The full-time Judge's wage was double the wage of the part-time Commissioners.

Ms. Wolff explained that we now have a Board of Commissioners, not a County Court.

Ms. Hendricks asked if there is room in the county budget for Commissioner raises. Ms. Wolff said the county is in the black. Ms. Wolff explained that the Commissioners may accept, reject or modify the Compensation Board recommendation. Then again at Budget Hearings, the recommendation may be accepted, rejected or modified.

Mr. Brown suggested the half of the Judge wage that is not being used now that we have a half time Commissioner could be split between the three Commissioners.

#### **Clerk**

Chair Currin asked for clarification: Last year, were the Clerk, Treasurer and Justice of the Peace changed to the same salary? Ms. Wolff replied yes.

Chair Currin made reference to the comparisons in the notebooks to other counties. Chair Currin also referenced the comparisons to other positions within Morrow County. Ms. Wolff explained that in the past there have been comments comparing to Department Heads. Ms. Wolff explained that that comparison is somewhat like comparing apples and oranges. Some of the Elected Officials supervise employees. Underlying education and experience requirements are

different. Some of the Elected positions only require that to file for the position you must be a Morrow County resident for a year. Some do have underlying requirements. The matrix that is used for wage placement for Managers heavily weights education and experience requirements. Ms. Wolff said she is concerned that the Elected Officials would be insulted if she were to evaluate their wage based on that matrix system.

Chair Currin stated that she believes part of the 'rub' in the past has been that the Elected Officials do not receive Step Increases. Managers receive Step Increases every two years.

Chair Currin asked if there are any other counties that use a step system for Elected Officials. Ms. Wolff said there are a few that have a step system or longevity pay. None of the counties that were used in our comparisons have longevity pay.

Chair Currin asked for a little background on why the Board of Commissioners chose these counties as our comparison counties this year. Ms. Wolff explained that the thoughts were who do we compete with for employees and who do we compare ourselves to when discussing wages. Rather than the three counties larger and three counties smaller based on population, as we have for many years, the Commissioners wanted to use some geographically close counties also. Similar size counties, similar economic counties.

Chair Currin asked if there was anything that jumped out to Ms. Wolff when she was doing her comparisons. Ms. Wolff said nothing glaring. If there had been, Ms. Wolff would have made a recommendation in her memos.

Chair Currin asked Gayle Gutierrez, Treasurer, who just joined the meeting, if she had anything that she wanted to share with the Board. Ms. Gutierrez said no thank you.

The Board reviewed the comparison of wages for the Clerk. They also reviewed the additional materials submitted by Bobbi Childers, Morrow County Clerk.

### **Sheriff**

Chair Currin asked Ms. Wolff to provide some background on this position and wage. Ms. Wolff explained that Undersheriff Myren was in his position for 11 years. The Undersheriff is on the Management wage scale and receives Step Increases. It got to a point where the Undersheriff, through their Step Increases, had a wage that was more than the Sheriff's wage. By State Statute, the Sheriff's wage must be more than any subordinate. A Compensation Board had to increase the Sheriff's wage to meet this statute. This happened a couple of times. Now that Undersheriff Myren has retired and Undersheriff Bowles is in office, we do not have that wage conflict, for now. This may come up again in a few years.

Chair Currin asked if there are any other Elected Officials who have had a similar issue where the subordinate wage is more than the Elected Official's wage. Ms. Wolff explained that the Assessor's Office has had a 30 year employee whose wage was close to the wage for the

Assessor. That employee is retiring at the end of this month, so that conflict will not be an issue. This comes up with Department Heads as well. A Department Head may be fairly new in their position and be at the lower end of their wage scale and have a long term employee who is at the top of their wage scale. Ms. Martin stated that in her opinion, that is OK. Chair Currin asked if the Board has ever taken an action based on this. Ms. Wolff said that so far, the Commissioners have not taken an action with Department Heads based on this. Chair Currin said she thought it was important for the Compensation Board to consider how this is handled with Department Heads since they all work for the same outfit.

Mr. Brown said that he did not think that the increase for the Sheriff was a gross amount. It was more than other Elected Officials received. Ms. Hendricks commented that there is a huge difference when you are managing employees, such as does the Sheriff.

Undersheriff Bowles asked on behalf of the Sheriff if he is going to receive a Cost of Living Increase this year or not. The Board responded that they have yet to make that recommendation, which will then go to the Commissioners and Budget Committee.

Chair Currin welcomed Greg Sweek and asked if he had anything to say to the Board. He said he did not have anything to say right now.

#### **Treasurer**

The Board reviewed the wage comparisons and the additional materials provided by Gayle Gutierrez, Treasurer.

Chair Currin commented that the comparisons for this position are not as clear as for some other Elected positions. Ms. Wolff agreed. Counties 'package' the Treasurer position differently. Ms. Martin asked if the Jefferson County wage is correct. Ms. Wolff said yes, that is the portion of the Finance Director wage that is attributed to the Treasure duties. Chair Currin recognized Ms. Gutierrez, who commented that the change in the Jefferson County Treasurer position is recent. She does not believe that the position is finalized yet.

Mr. Brown asked if the Treasurer wage was increased to be the same as the Clerk and Justice of the Peace. It was clarified that the Clerk and Justice of the Peace were increased to be the same as the Treasurer.

#### **Surveyor**

Ms. Wolff provided background information on this position's wage. This position is not considered eligible for benefits. The Surveyor receives fees for the review of plats and subdivisions. Until recently, that was the compensation that the Surveyor received. There is also Monumentation money, which the Surveyor may bill Morrow County for their services of reestablishing Surveyor corners. Other professional surveyors may do this work as well. Recently it was decided that our current Surveyor was doing much more than recent Surveyors

and he has put a lot of work into cleaning up our records, and therefore, an additional amount was set for the Surveyor.

Ms. Wolff asked the Board for clarification of their intent from last year, and then will ask for similar clarification for this year. Is the \$36,000 stipend intended to be in addition to the fees and monumentation money, or are all of these monies added together to come to \$36,000?

Ms. Wolff explained that part of the reasoning behind the stipend is to compensate the Surveyor for their underlying education and the use of their personal office. The Surveyor does not have an office in Morrow County presently, they use their own private business office.

Discussion ensued regarding the Surveyor records. Steve Haddock, Surveyor provided information on records and fees that the Surveyor receives and monumentation funds.

Ms. Wolff asked the Compensation Board to clarify their intent for any compensation that is recommended. Is it in addition to the fees and monumentation monies? Does this compensation include the fees and monumentation monies? Mr. Brown asked how it is being handled presently. Ms. Wolff said the \$36,000 is in addition to the fees and monumentation monies.

**Assessor**

When asked, Ms. Wolff clarified that the Assessor is the Tax Collector.

**Justice of the Peace**

Chair Currin stated that earlier Judge Spicer provided another comparable, Gilliam County. When asked, Ms. Wolff explained that some counties have transferred Justice Court to Circuit Court and they no longer have a Justice of the Peace. She also explained that the legislature is looking at Justice Courts again and it is questionable whether we will have Justice Courts in the future. Chair Currin asked if Morrow County practice allows for any wage adjustments for someone who comes to a position with a lot of experience or education. Ms. Wolff explained that depending on the situation, a position could start at Step 2 or 3, or higher if warranted. Discussion ensued. Ms. Hendricks stated that she believes that expertise is so much more important than longevity.

**District Attorney**

Ms. Wolff explained that the District Attorney is a State of Oregon employee. They run for election through the state. Statutorily, we do not have to make a recommendation for the District Attorney, however, the Board of Commissioners said that they would like to have this Board consider the wage. This is a stipend, above the State wage. Mr. Brown asked how the other counties decided upon the amount that they pay the District Attorney. Ms. Wolff said she did not ask that question, so she does not have an answer. Morrow County presently provides a stipend of \$6,000 per year to the District Attorney for District Attorney duties. Ms. Wolff went on to explain that the District Attorney and Deputy District Attorney have a separate Professional

Services contract for Legal Counsel services. They do this as a team. They each receive an additional \$2,500 each month for these services.

Ms. Martin stated that she is related to the current District Attorney so she is recusing herself from any discussion/decision on this position. Chair Currin thanked her for making that statement.

Ms. Hendricks asked if the payment is based on the number of cases the District Attorney handles. Ms. Wolff did not know. Discussion ensued.

### **Comparison with Department Heads**

Chair Currin asked Ms. Wolff if there is anything that she would like to add. Ms. Wolff said she has tried to provide some comparison with Department Heads and Managers. She thought it would be good to have some discussion. Mr. Fletcher said that since the Compensation Board has nothing to do with the Managers wages, the only thing they can look at is the Elected Officials. The Commissioners have directed the Board to use the selected counties. Ms. Wolff stated that the intent was not to have the Board make a recommendation on Managers, but there have been comments from Elected Officials regarding their comparison to Department Heads and that is why that is being included in the book.

### **Decisions**

Chair Currin reminded the Board that Ms. Wolff has asked for direction on the Surveyor wage. Ms. Wolff said she is asking for clarification of the intent of the Board, whether they compensation they are recommending is in addition to fees and monumentation or if it includes those monies. Mr. Fletcher said that last year his intent was for it to be in addition to the other monies. Ms. Currin said they are aware of the extra funds. Ms. Hendricks stated that she believes there is more work associated with a plat review than the fees that are associated with it. *By consensus the Board agreed that the Surveyor compensation is in addition to any fees or monumentation money.*

*Discussion ensued regarding the Surveyor compensation. By consensus, the Board agreed to leave the Surveyor compensation at \$36,000.*

The Board commented that without knowing the wage of the District Attorney, it is hard to evaluate the county contribution. Discussion ensued. Mr. Fletcher said he would be comfortable with splitting the difference between Morrow County (\$6,000) and Union County (\$10,000). *Mr. Fletcher moved to increase the District Attorney stipend by \$2,000 to a total of \$8,000. Ms. Hendricks seconded. Ms. Martin abstains from this discussion. Unanimous approval.*

Mr. Fletcher said that he likes Mr. Brown's thoughts on the compensation for the Commissioners. Mr. Fletcher said that the decision about whether the Commissioners are full time or not is not a decision for this Board. Several Board members stated that they are hesitant to recognize the Commissioners as full time without a vote from the citizens.

Mr. Fletcher said he thinks this recommendation recognizes the additional hours and is budget neutral.

**Recess 11:02 a.m.**

**Reconvene 11:13 a.m.**

*Mr. Fletcher moved to take the half of the wage for the Judge that is no longer being paid for that position and split it equally among the three Commissioners. Mr. Brown seconded. Chair Currin encouraged the Commissioners to do more due process on the move from part time to full time Commissioners, which is a separate issue. Ms. Wolff restated using rough wage numbers. The current Commissioner wage is \$38,407. Divided equally is \$12,802.33.  $\$38,407.00 + \$12,802.33 = \$51,209.33$ . The Board agreed that is their intent.*

Chair Currin asked to have the process discussion regarding the Commissioners being full time. Mr. Brown said he does not think that is part of the Board's decision. Chair Currin believes it is part of the Board's decision because it is directly related to compensation. You can not expect a person to work full time and receive part time wages. Mr. Brown agreed, however, changing the description of the Commissioner position and taking that to the voters is not for this Board. Chair Currin agreed. Chair Currin wants to go on record that she hopes the Commissioners will go through the due process to change the positions. Mr. Fletcher said that down the road it is not his intent that the Commissioners are full time and that the \$51,000 is considered full time wage, nor is it to be considered half time wage. Mr. Brown said that the Commissioners have to address the public on changing the position from half time to full time, that is their decision. Ms. Martin said she agrees with that, however, it is difficult to make a decision on wage when the Board is unclear as to whether it really is full time.

*Ms. Hendricks amended the motion to recognize that the Commissioners are working something more than half time and the additional compensation is in recognition of that time commitment. Seconded by Mr. Fletcher.*

*Vote on the amendment: Unanimous.*

*Vote on the original motion as amended: Unanimous*

Chair Currin asked for any discussion on the Justice of the Peace wage request. Discussion ensued.

Mr. Brown stated that he has no further discussion on individual positions. He is ready for COLA discussion.



Chair Currin said that other than the Justice of the Peace, who does not have a lot of comparables, the remaining positions are in the average.

No further discussion.

Mr. Brown asked Ms. Wolff what the county is considering for other COLAs. (Cost of Living Allowance). Ms. Wolff said that the two AFSCME contracts have 3%. The Teamsters contract is open for bargaining now, so we don't know what they will receive. Managers has not been determined. Mr. Fletcher said he would recommend a 3% COLA, but no less than the Managers COLA. Ms. Martin said that 3% is an average increase in private industry this year. Ms. Hendricks added that the annual CPI-Portland is 2.6%.

*Mr. Brown moved to recommend a 3% COLA for all Elected Officials, but no less than the Managers COLA, with no COLA for the Commissioners and District Attorney since their compensation has already been adjusted. Mr. Fletcher seconded. Unanimous approval.*

Ms. Wolff thanked the Board for their time and efforts.

Commissioner Doherty thanked the Board as well. The other two Commissioners asked him to convey their thanks as well.

**Open Comment:**

Mr. Haddock said he understands how difficult it is to determine compensation when you have never done that job.

Ms. Wolff said she will prepare a memo with the Compensation Board recommendation and present it to the Commissioners, hopefully next Wednesday. She will email it to each of the Board members before presenting it to the Commissioners and ask the Board members to respond and let her know if the recommendation is correct.

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

**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 Lutcher, 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 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.

**Morrow County Board of Commissioners Meeting Minutes**  
**April 12, 2017**  
**Irrigon City Council Chambers**  
**Irrigon, Oregon**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty  
Jerry Sorte, Administrative Officer  
Karen Wolff, Human Resources Director  
Roberta Lutcher, Executive Assistant

**Call to Order:** 9:02 a.m., followed by pledge of allegiance

**City and Citizen Comments**

Barb Huwe, Irrigon

Ms. Huwe asked the Board to retain the Planning Department in Irrigon, as well as, the other departments currently offering services there (Sheriff's Office, Parole and Probation, Justice Court, Veterans Services, County Clerk). She presented a petition supporting her request which contained 124 signatures. Ms. Huwe also said retaining these offices in Irrigon will help local businesses, which are already struggling.

Bill Kelly, Irrigon

Mr. Kelly said he would like to see a comparison between staying in Irrigon versus moving services to Boardman. Commissioner Russell said he too would like that. He added the County is a long way from construction and is still in the planning stage but would be remiss if it didn't look at other options, such as purchasing an existing building in Boardman and remodeling it.

Chair Lindsay said north County facility needs are a high priority and have been in the discussion phase too long. She said the Board is committed to the communities in the County but has to be fiscally responsible at the same time.

Aaron Palmquist, Irrigon City Manager

Mr. Palmquist told the Board if it is considering moving services to Boardman, then move them all. Don't consider leaving partial services that attract a less desirable element, such as Parole and Probation and the Justice Court, and move the rest elsewhere. Why take the good and leave the bad, he asked.

Sam Health, Mayor of Irrigon

Ms. Heath said she agreed with the comments made today and thanked the Board for listening to the concerns of Irrigon residents.

Wayne Huwe, Irrigon

Mr. Huwe said he's been in construction in Irrigon and in the majority of cases, remodeling costs are more expensive per square foot than building new due to unforeseen circumstances and expenses.

**Open Agenda:** Add Oregon Department of Transportation Agreement #31545

### **Consent Calendar**

Chair Lindsay requested that the Parks Purchase Pre-Authorization Request for two metal buildings be moved from the Consent Calendar to Business Items.

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

- 1. Accounts Payable dated April 13<sup>th</sup>; Payroll Payables, Immediates & Electronic dated March 28<sup>th</sup> and April 3<sup>rd</sup>; Payroll Payables, Monthlies dated April 3<sup>rd</sup>; April 2017 Retirement Taxes dated April 6<sup>th</sup>*
- 2. Letter of Support for the Regional Conservation Partnership Program – Direct Seed Preservation/Russian thistle Reduction Area*
- 3. Purchase Pre-Authorization, Morrow County Parks, pressure washer*

*Commissioner Doherty seconded. Unanimous approval*

### **Purchase Pre-Authorization Request, Parks Department, Two Metal Buildings**

Greg Close, Parks Manager

Mr. Close said two metal building are available for purchase at a reduced rate. They are new but never used; are four years old; and would be used to store equipment and machinery. He explained the Parks Department is funded through the Parks Budget, which consists only of grant funds, meaning no General Fund dollars are involved. Mr. Close reviewed two other bids he obtained as required by statute when the total amount exceeds \$10,000.

*Commissioner Doherty moved to approve the Purchase Pre-Authorization Request from Morrow County Parks for the purchase of two metal buildings, total amount \$12,000, and authorize Chair Lindsay to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.*

### **Resolution R-2017-10 – Supporting a Transportation Funding Package in the 2017 Legislative Session**

*Commissioner Doherty moved to approve In the Matter of Providing Support for a Transportation Funding Package in the 2017 Legislative Session, Resolution No. R-2017-10. Commissioner Russell seconded. Unanimous approval.*

### **Review Charter of the Public Health Local Community Advisory Council (LCAC) to determine the number of eligible voting members and review appointment**

Sheree Smith, Public Health Director

At an earlier BOC meeting, the question came up about the number of eligible voting members on the LCAC. A memo from County Counsel Justin Nelson explained the following:

“A review of the LCAC Charter specifies that the role of the Board of Commissioners is to review all applications from members to join the LCAC. The Board of Commissioners then nominates any application they would like considered to be appointed onto LCAC. The actual appointment of LCAC members is done by the Eastern Oregon Coordinated Care Organization Board of Directors.

The LCAC Charter also does not differentiate between different appointed members. It appears that any appointed member of the LCAC is also considered to be a voting member of the LCAC.”

*Commissioner Russell moved to nominate Terry Tallman to the Local Community Advisory Council with the understanding the nomination will be forwarded to the Eastern Oregon Coordinated Care Organization for consideration by its Board of Directors. Commissioner Doherty seconded. Unanimous approval.*

#### **Public Health Staffing Request**

Sheree Smith, Public Health Director

Karen Wolff, Human Resources Director

Ms. Smith explained the request involves the recent hire of an experienced nurse at 0.6 FTE (full time equivalent). Ms. Smith said she would now like permission to increase the position to 0.8 FTE using a currently vacant part-time Community Health Educator position. She said she further plans to review and analyze funding levels to demonstrate support at a full-time level for consideration during the upcoming Budget Committee Hearings. Discussion.

*Commissioner Russell moved to approve the FTE request to 0.8 FTE using 0.4 FTE as Nurse Case Manager and 0.4 FTE as Community Health Educator noting there is currently money in the budget for the remainder of this fiscal year, but full-time funding for the 2017-2018 Fiscal Year will be dependent on the outcome of the Budget Committee Hearings and negotiations. Commissioner Doherty seconded. Unanimous approval.*

*Commissioner Doherty moved to approve the new Job Description of Nurse Case Manager/Community Health Educator and assign it to Pay Range 16. Commissioner Russell seconded. Unanimous approval.*

#### **Resolution No. R-2017-11 – Transferring Appropriations within the General Fund**

Kate Knop, Finance Director (via telephone)

Ms. Knop explained Assessor Mike Gorman would like to purchase four Microsoft Surface Pro tablets but needs to transfer funds within his budget to do so. This Resolution will allow for that transfer of funds already in the budget, she said.

*Commissioner Russell moved to approve Resolution No. R-2017-11 – In the Matter of Transferring Appropriations within the Morrow County General Fund, Pursuant to ORS 294.463(1). Commissioner Doherty seconded. Unanimous approval.*

**Resolution No. R-2017-9 – Approving an Agreement between the Sponsors of the Columbia River Enterprise Zone (CREZ) and VaData Inc.**

Commissioner Russell, who also serves as Chair of the CREZ, explained a resolution is necessary from all the partners of the CREZ in order to approve an agreement. The other partners are the City of Boardman and the Port of Morrow.

*Commissioner Doherty moved to approve Resolution No. R-2017-9 – In the Matter of Approving an Agreement between the Sponsors of the Columbia River Enterprise Zone and VaData Inc. Commissioner Russell seconded. Unanimous approval.*

**Equity Fund Loan Review Committee Meetings and Public Meeting Laws**

For informational purposes, the Board reviewed the memo from Richard Tovey, County Counsel, which stated “Morrow County Equity Fund Committee meetings are public meetings and should be noticed and conducted accordingly. The discussion of financial statements and other specific information or records may be heard in executive session with any decision being made outside of the executive session.”

**Establish Cost of Living Adjustment (COLA) for Fiscal Year 2017-2018 – Nonrepresented Employees**

Karen Wolff, Human Resources Director

Ms. Wolff explained each year the Commissioners are asked to set the COLA that will be applied to the wages for all employees not covered by a Collective Bargaining Agreement. Since FY 2011-2012, that rate has been three percent, she said. Brief discussion.

*Commissioner Russell moved to approve a three percent Cost of Living Adjustment for Nonrepresented Employees. Commissioner Doherty seconded.*

Discussion: Chair Lindsay requested that next year the compensation related discussions and decisions occur in a different order. She said she'd like the analysis of COLAs for Nonrepresented Employees to take place prior to the analysis for Elected Officials; Commissioner Doherty agreed. Ms. Wolff said she will plan for it to take place January 2018. *Unanimous approval.*

**Surveyor Compensation**

Karen Wolff, Human Resources Director

Ms. Wolff provided a status update on her research into the compensation of the Surveyor as to whether or not Morrow County is paying him in an appropriate manner. She said our Surveyor, Stephen Haddock, suggested she review the method used by Crook and Jefferson Counties. She said she will contact both counties again because her initial contacts did not indicate they used Professional Services Contracts, which is what Mr. Haddock is relaying. She said she will return with additional information in the near future.

## **Shriever Replat**

Stephen Wrecsics, GIS Planning Tech

*Commissioner Doherty moved to approve a Replat of Lots 8 and 9, Riverfront, Block 37 West. Located in the NW ¼ of Sec. 23, T5N, R26E, W.M., Morrow County, Oregon from Robert John Schriever and Carlene Harriet Schriever. Commissioner Russell seconded. Unanimous approval.*

## **Staff Reports**

### Planning Department Monthly Report

The written report submitted by Carla McLane, Planning Director, was reviewed. Items covered in her report included Active Projects with Oregon Department of Energy/Energy Facility Siting Council; Transportation System Plan Appendix B Update; Farm and Forest Use Model Code Update; tentative schedule for a Work Session on Planning related topics with the BOC; and an update on the Governor's Advisory Committee on Energy and Agriculture.

### Justice Court Quarterly Report

Judge Ann Spicer

Judge Spicer inquired of the Board as to what they are looking for in quarterly reports since she hasn't done one before. After discussion, it was determined her updates can come in the form of reports already generated in her office that break down payments to the Justice Court in both Heppner and Irrigon and how the fines are distributed to the County and the State, etc.

Judge Spicer brought up the subject of a proposed memorandum of understanding (MOU) submitted by the Morrow County Circuit Court, Sixth Judicial District. The cover letter from the Sixth Judicial District explains the MOU is to facilitate "communication among the Sixth Judicial District's Circuit Courts, Morrow County administrative personnel, the Morrow County Justice Court, and the District Attorney regarding the use and scheduling of the Morrow County Courthouse court facility for court, grand jury and law library purposes...and the coordination of the use of the" Courthouse by Circuit Court and Justice Court.

Judge Spicer explained the Circuit Court was sent a letter in November outlining Morrow County's needs and the Circuit Court representative said they would include them in the agreement. She said none of the points were included in the MOU except in a negative manner. The MOU also allows the Circuit Court to "walk away at any time and gives them complete control of the second floor of the Courthouse," she said. Judge Spicer's recommendation was to ignore the MOU until it addresses the items in the November communication.

## **Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) #31545**

Burke O'Brien, Public Works Director (via telephone)

Mr. O'Brien said this agreement allows oversize/overweight single trip permits on County roads to be issued by the County Road Department. He said the Road Department prefers this control as certain bridges and roads aren't able to handle some loads, and it's a way to monitor the type

and amount of traffic in these areas. It supersedes and replaces Agreement No. GF 18531 in its entirety.

*Commissioner Doherty moved to approve Oregon Department of Transportation Miscellaneous Contracts and Agreements #31545, Intergovernmental Agreement, Continuous Operations Variance Permit Authorization, Morrow County, to be effective upon the date all required signatures are obtained and shall terminate 10 years from the date of execution. Commissioner Russell seconded. Unanimous approval.*

### **Correspondence**

- Agenda for The Loop – Morrow County Transportation Advisory Committee Meeting on April 18<sup>th</sup>
- Notice of Town Hall Meeting for U.S. Senator Ron Wyden in Boardman on April 22<sup>nd</sup>

### **Commissioner Reports**

- Commissioner Doherty discussed the “Stepping Up Initiative” through the Association of Oregon Counties and how it relates to Community Counseling Solutions. (It’s described as “A national effort to reduce the number of people in the criminal justice system due to mental illness” on the AOC website.) Commissioner Doherty also discussed other AOC legislative committee meetings he attended in Salem.
- Commissioner Russell said he too attended AOC legislative committee meetings in Salem. One meeting on Economic Development concerned House Bill 2904 which would keep counties outside the metropolitan area in rural long term enterprise zones, if they so choose.
- Chair Lindsay said she has been spending time with staff in an effort to get needed policies and procedures in place. She also discussed an email from Mike Ladd, Oregon Water Resources Department, North Central Region Manager that Willow Creek Dairy received authorization for short term water use.

### **Purchase Pre-Authorization Request – Two Metal Buildings, continued**

Ms. Wolff said she just received email notification from Mr. Close that the buildings he received approval to purchase were no longer available.

**Adjourned:** 10:56 a.m.



**Board of Commissioners Meeting Minutes**  
**August 9, 2017**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**Irrigon, Oregon**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty  
Jerry Sorte, Administrative Officer

Karen Wolff, Human Resources Director  
Richard Tovey, County Counsel  
Kate Knop, Finance Director  
Roberta Lutchter, Executive Assistant

**Call to Order and Pledge of Allegiance:** 9:03 a.m.

**City and Citizen Comments**

Aaron Palmquist, Irrigon City Manager

Mr. Palmquist provided an update on activities related to Irrigon and discussed new funding coming as a result of the recently passed Transportation Package. Mr. Palmquist and the Commissioners also discussed the Oregon State University Extension Service Districts being proposed in Morrow and Umatilla Counties. Mr. Palmquist said the City Council members and staff will listen to OSU's presentation next week and make a decision in September. There is concern over compression and how it impacts the other taxing districts, he said. Commissioner Russell and Mr. Palmquist agreed there are reasons to be skeptical that a signed agreement with OSU doesn't necessarily ensure funding to the Counties won't be decreased in the future.

**Open Agenda Requests:** Add: August 2<sup>nd</sup> regular and Executive Session minutes; Circuit Court Space Use Discussion; and Administrative Officer Project Update

**Consent Calendar**

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

- 1. Accounts Payable dated August 10<sup>th</sup>; Payroll Payables, Monthlies dated July 27<sup>th</sup>; Payroll Payables, Immediates & Electronic dated August 2<sup>nd</sup>; Payroll Payables, Immediates & Electronic HRA VEBA dated August 2<sup>nd</sup>; August 2017 One-Time Retirement Taxes dated July 28<sup>th</sup>; August 2017 Retirement Taxes dated August 1<sup>st</sup>; 2017 Q2 SUTA/WBF Quarterly Payment dated July 27<sup>th</sup>; Void Check dated July 28<sup>th</sup>*
- 2. Board of Commissioners Meeting Minutes: July 26<sup>th</sup> Executive Sessions #1 and #2; July 28<sup>th</sup> regular meeting; August 2<sup>nd</sup> regular meeting and Executive Session*
- 3. Sheriff's Office Purchase Pre-Authorization Request for Six Vehicles, total estimated amount \$159,842.*

*Commissioner Doherty seconded. Unanimous approval.*

**Business Items**

Request to Increase South Transfer Station Petty Cash

Kate Knop, Finance Director

*Commissioner Doherty moved to approve the increase in the petty cash at the South Transfer Station from \$50 to \$100. Commissioner Russell seconded. Unanimous approval.*

#### Administrative Officer Recruitment Update

Jerry Sorte, Administrative Officer

Karen Wolff, Human Resources Director

Mr. Sorte said after individual conversations with the Commissioners, Kim Cutsforth emerged as a promising candidate. Ms. Cutsforth's experience as the former Heppner City Manager and current Executive Director of the Howard & Beth Bryant Foundation will be a good fit for this position, he added.

*Commissioner Doherty moved to approve extending an offer of employment to Kim Cutsforth as the Interim Administrative Officer. Commissioner Russell seconded. Discussion: the Board agreed by consensus to Chair Lindsay working with staff on the temporary employment agreement. Unanimous approval.*

#### County Administrator Job Description

Ms. Wolff noted the other members of the County Administrator Recruitment Committee were in attendance today (Commissioner Doherty; Mr. Sorte; Carla McLane, Planning Director; Sheryll Bates, Executive Director, Heppner Chamber of Commerce). The subject of whether or not the job description should include Budget Officer responsibilities was then debated. Chair Lindsay was in favor of the Board having the ability to designate a Budget Officer, while Commissioner Russell said it should be part of the County Administrator job description. Commissioner Doherty said it could always be added to the job description later, but he tended to agree with Commissioner Russell. Various discussions.

*Commissioner Doherty moved to accept the job description with the changes discussed (remove overlapping job duties; change reference regarding the Administrator will represent the County and Board of Commissioners to media and others, to read the Administrator will represent the County; and remove Budget Officer responsibilities until the Board can discuss this with the incoming Administrator). Commissioner Russell seconded and asked for discussion. He then moved to amend the motion to retain the Budget Officer responsibilities in the job description. Chair Lindsay stated the amendment failed for lack of a second and the original motion was seconded to approve with the changes noted and remove the Budget Officer responsibilities. Commissioner Doherty clarified – pending the vision of the incoming County Administrator. Mr. Sorte said the Committee talked about it and this position, to be successful, needs leeway to reorganize within the broad scope of the overseen staff in order to be able to shift personnel between departments, without increasing FTEs (Full Time Equivalent). He said he'd recommend to include that to allow that type or organizational capability. Chair Lindsay requested the vote on the original motion and said they will then back-up to review the changes discussed. Aye: Commissioner Doherty. Nay: Commissioner Russell; Chair Lindsay. Motion failed.*

Chair Lindsay requested the organizational chart be added and staff remove the Budget Officer section from the job description. After additional discussion, Ms. Wolff said she would revise the job description and return later in the meeting for review.

#### Shared Use of Second Floor of Courthouse

Judge Ann Spicer, Justice Court

Roy Blaine, Sixth Judicial District, Trial Court Administrator

At issue is a draft memorandum of understanding proposed by the State Circuit Court over the shared use of the second floor of the Courthouse by both the State Court and Justice Court. One option under consideration by the County has Judge Spicer's office relocating to the Bartholomew Building, taking over the Lower Floor Conference Room space. She said she would be willing to do that with the caveats agreed upon –

1. Access to the Courtroom for jury trials (Mondays or Tuesdays)
2. Access to the judge's chambers to meet with attorneys or for in camera items (a hearing held before the judge in private chambers or when the public is excluded from the courtroom. They are often held to protect victims and witnesses from public exposure, especially if that person is a child.)

Mr. Blaine said the only deviation concerns the space used by attorneys. He said he received direction from Salem that the judge's chambers need to be exclusively for Circuit Court judges because of the potential for confidential things being left in the room, for example evidence storage. Chair Lindsay asked if that is currently the practice and Mr. Blaine replied no, the Sheriff's Office takes custody of those items. He said a locking safe could be put in the judge's chambers.

Chair Lindsay said some of the information discussed today is new and the Board needs time to discuss it, particularly whether or not it's feasible to move Judge Spicer's office to the Bartholomew Building Lower Floor Conference Room. She said doing so concerns her since the public was promised the building would be available for public use. Commissioner Russell said he would like to find out who is using the Lower Floor Conference Room and how often. Commissioner Doherty said he would also like to take more time to evaluate the situation.

**Break:** 10:51 a.m.

**Resume:** 11:03 a.m.

#### **Staff Reports**

##### Planning Department Monthly Report

Carla McLane, Planning Director

Ms. McLane's report included updates on Senate Bill 1057 Enrolled (Marijuana Opt-Out); the opportunity to comment on Boardman to Hemingway amended preliminary Application for Site Certificate; and a recap of the work session recently held between the BOC and the Planning Commission regarding renewable energy policy planning.

##### Veterans Services Officer Report

Linda Skendzel, VSO

Ms. Skendzel reviewed her quarterly report of activity for April-June 2017. Additional funds anticipated in the Veterans Services Office were discussed, as were ideas for its use. Chair Lindsay commented she'd like to see additional outreach to veterans and additional training opportunities for Ms. Skendzel. Ms. Skendzel discussed the need for a part-time staff person in her one-person office. Commissioner Doherty asked about designating a Commissioner as the liaison between the Board and the Veterans Services Office.

### **Correspondence**

- Energy Facility Siting Council Teleconference Meeting Notice and Agenda, August 18<sup>th</sup>

### **Business Items, continued**

#### Surveyor Compensation Update

Karen Wolff, Human Resources Director

Ms. Wolff said the question at hand is whether the surveyor's compensation (fees plus \$36,000 per year) falls within the definition of an employee or an independent contractor.

Finance Director Kate Knop said because the County guarantees the Surveyor \$36,000 per year, our auditor indicated he should be considered an employee, and there should be withholdings.

After a brief discussion, Commissioner Russell said he would like this to be a contracted position and asked for exploration of that option.

#### County Administrator Job Description, continued

Ms. Wolff briefly reviewed the revised job description.

*Commissioner Russell moved to approve the revised County Administrator job description and to move forward with the recruitment of a new County Administrator. Commissioner Doherty seconded. Chair Lindsay expressed surprise that the Budget Officer duties remained in the revised job description. She said she was strongly opposed to it because it will delay what can be done this year while waiting for a permanent Administrator. She said the Finance Director has acted as the Budget Officer during Budget Committee meetings and it's unfair not to recognize that. Commissioner Russell said his view is everyone knows the Finance Director compiles the numbers for the budget, but the Finance Director does not have authority over Department Heads, whereas the Administrator would. It can be changed in the future if it doesn't work, he said. Vote: Aye: Commissioners Russell and Doherty; Nay: Chair Lindsay. Motion passed.*

The Board authorized Ms. Wolff to move forward with the recruitment (not utilizing a third party recruiter), and to advertise the position at a wage range of \$95,000-125,000.

### **Staff Reports, continued**

Administrative Officer Project Update

The Request for Proposals for Project Management Services resulted in one submission. Mr. Sorte said the Board could vet the response that was received or open up the process again. The Commissioners opted to open the RFP again and to not eliminate the company that responded.

### **Commissioner Reports**

- Commissioner Russell attended the Columbia Development Authority meeting where Greg Smith reported they are on schedule to have the Umatilla Army Depot property turned over to the various entities in December. There are a few issues that may slow down that process, such as a possible cultural artifact. Representative Smith also informed Commissioner Russell that a three person committee will be formed to identify where to spend the \$3,000,000 coming to Heppner by way of the Transportation Package. The committee's recommendations will be presented to the Heppner City Council, according to Rep. Smith. Benton County Commission Chair Anne Schuster would like to restart the Sister County project and invited the Morrow County Commissioners to an Oregon State University football game on October 26<sup>th</sup>. While there, the Commissioners will tour Benton County, as well.
- Chair Lindsay attended the ribbon cutting ceremony for Blue Mountain Community College's Precision Irrigated Agriculture Center in Hermiston. She also attended meetings on solar eclipse preparedness and offered the use of the County's plotter to produce large signs. She asked the Board if the cost of \$150-200 could come from the Court Discretionary Fund.

*Commissioner Russell moved to approve paying for the solar eclipse signs produced by Public Works from the Court Discretionary Fund, approximate amount \$150-200. Commissioner Doherty seconded. Unanimous approval.*

Chair Lindsay said she is working on a fund agreement with the Oregon Water Resources Department and will bring it forward for review. She said she also requested periodic updates from OWRD.

**Comments Prior to Executive Session** - Commissioner Doherty stated a decision is not anticipated.

**12:33 p.m. - Executive Session:** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations, and Pursuant to ORS 192.660(2)(f) - To consider information or records that are exempt by law from public inspection.

**12:41 p.m. - Closed Executive Session – No decisions**

**Adjourned:** 12:42 p.m.

## Surveyor Compensation Summary

As of October 5, 2017

Updated October 30, 2017

Surveyor Department	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Subtotal	Total
Surveyor Compensation	\$ 1,300.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 36,000.00	\$ -	\$ 46,300.00	
Reimbursements				\$ 402.75	\$ 212.70	\$ -	\$ 615.45	
OR Map Project				\$ 500.00		\$ -	\$ 500.00	
Fees	\$ 650.00		\$ 3,830.00	\$ 1,420.00	\$ 2,030.00	\$ -	\$ 7,930.00	\$ 55,345.45
<b>Yearly Subtotal</b>	\$ 1,950.00	\$ 3,000.00	\$ 6,830.00	\$ 5,322.75	\$ 38,242.70	\$ -		

<b>Monumentation</b>	\$ -	\$ 800.00	\$ -	\$ 15,680.00		\$ 27,595.00	\$ 44,075.00	\$ 44,075.00
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VENDOR SET: 01 Morrow County, OR  
 BANK: APBK AP DISBURSEMENT ACCT  
 DATE RANGE: 7/01/2017 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02394	HADDOCK, STEPHEN K.							
I-201706262562	MAY 2017 SURVEYOR REMUNERATION	R	7/05/2017			169394		
101 118-5-20-3121	PROFESSIONAL SURVEYOR		MAY 2017 SURVEYOR RE	3,000.00				
I-201706262563	JUNE 2017 SURVEYOR REMUNERATIO	R	7/05/2017			169394		
101 118-5-20-3121	PROFESSIONAL SURVEYOR		JUNE 2017 SURVEYOR R	3,000.00				
I-201706262564	PLAT CHECKS	R	7/05/2017			169394		
101 118-5-20-3420	SUBDIVISION PLAT CHECKS		PLAT CHECKS	600.00				
101 118-5-20-3421	PLAT CHECKS		PLAT CHECKS	310.00				
I-MCS 20	APRIL 2017 SURVEYOR REMUNERATI	R	7/05/2017			169394		
101 118-5-20-3121	PROFESSIONAL SURVEYOR		APRIL 2017 SURVEYOR	3,000.00				9,910.00

02394	HADDOCK, STEPHEN K.							
I-17-10	REMONUMENTATION SERVICES	R	10/12/2017			171034		
208 118-5-20-3123	MONUMENTING		REMONUMENTATION SERV	200.00				
I-17-12	REMONUMENTATION SERVICES	R	10/12/2017			171034		
208 118-5-20-3123	MONUMENTING		REMONUMENTATION SERV	26,290.00				
I-MCS21	REMONUMENTATION SERVICES	R	10/12/2017			171034		
208 118-5-20-3123	MONUMENTING		REMONUMENTATION SERV	1,105.00				27,595.00

** T O T A L S **		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		2	37,505.00	0.00	37,505.00
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00		
	VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

\*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
101 118-5-20-3121	PROFESSIONAL SURVEYOR	9,000.00
101 118-5-20-3420	SUBDIVISION PLAT CHECKS	600.00
101 118-5-20-3421	PLAT CHECKS	310.00
	*** FUND TOTAL ***	9,910.00
208 118-5-20-3123	MONUMENTING	27,595.00
	*** FUND TOTAL ***	27,595.00

171034

VEND: 02394 HADDOCK, STEPHEN K.

171034 10/12/2017

DATE	I.D.	FO #	DESCRIPTION	----- G/L DISTRIBUTION -----		AMOUNT
9/20/2017	17-10		REMUNERATION SERVICES	208-118-5-20-3123	200.00	200.00
9/20/2017	17-12		REMUNERATION SERVICES	208-118-5-20-3123	26,290.00	26,290.00
9/20/2017	MCS21		REMUNERATION SERVICES	208-118-5-20-3123	1,105.00	1,105.00

CHECK TOTAL, 27,595.00



1000  
 1,105.00 \*  
 200.00 \*  
 26,290.00 \*  
 27,595.00 \*

02394

Haddock, Stephen  
 (Per W-9)

**WITNESS TREE SURVEYING**

STEPHEN K. HADDOCK, PLS, CFedS  
 Morrow County Surveyor  
 P.O. BOX G  
 PILOT ROCK, OREGON 97868  
 (541) 443-2922 ph.  
 (541) 443-2924 fax

To: Morrow County  
 Attn: Gayle Gutierrez, Treasurer  
 100 S. Court Street  
 P.O. Box 788  
 Heppner, Or. 97836

1099

Please make checks payable to Witness Tree Surveying.

**PROJECT:** Remonumentation of corners 1N27N9.

**Invoice #:** MCS 21 **Invoice Date:** September 20, 2017 **Payment due date:** September 30, 2017

**Amount Due:** \$1,105.00 ---- From Account (208-118-5-20-3123)

**Previous balance on this project:** \$0.00

**Description of Services:** Remonumentation and preservation of Public Land Survey Corner by Morrow County Surveyor for corner 1N27N9 which was remonumented at the direction of the County Surveyor to preserve the corner from destruction by ditch widening.

Office hours	Field hours	Date	Activity
	7	07-13-2017	Corner search for original monument as perpetuated by D.V.S. Reid; remonumentation and referencing of original corner point.
3		07-18-2017	Compile monumentation history and preparation and filing of corner certificate.
<u>3</u>	<u>7</u>	3x\$100 + 7x\$115 = \$1,105.00	

**Totals:**

**Terms:**

Approved by the Morrow County Surveyor on 9-21-2017  
 Stephen K. Haddock

REC'D SEP 22 AM

# INVOICE

# WITNESS TREE SURVEYING

STEPHEN K. HADDOCK, PLS, CFedS

Morrow County Surveyor

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

(541) 443-2924 fax

To: Morrow County  
Attn: Gayle Gutierrez, Treasurer  
100 S. Court Street  
P.O. Box 788  
Heppner, Or. 97836

1099

Please make checks payable to Witness Tree Surveying.

**PROJECT:** Remonumentation fee for corner 1S26E21.

**Invoice #:** 17-10 Cert **Invoice Date:** September 20th, 2017 **Payment due date:** September 30, 2017

**Amount Due:** \$200.00 ---- From Account (208-118-5-20-3123)

**Previous balance on this project:** \$0.00

**Description of Services:** Remonumentation and preservation of Public Land Survey Corner for landowner Corey Miller. This is part of a proposed boundary adjustment that will take longer than the statutory time allotted for filing so the survey number will be provided at a later date.

The specific corner is the Northeast corner of Section 11, Township 1 South, Range 26 East, W.M., Morrow County, Oregon.

One corner at \$200 per each remonumentation = \$200.

Office hours	Field hours	Date	Activity
--------------	-------------	------	----------

**Totals:**

**Terms:**

Approved by the Morrow County Surveyor on  
9-21-2017. Stephen K. Haddock

# INVOICE

# WITNESS TREE SURVEYING

STEPHEN K. HADDOCK, PLS, CFedS

Morrow County Surveyor

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

(541) 443-2924 fax

To: Morrow County  
Attn: Gayle Gutierrez, Treasurer  
100 S. Court Street  
P.O. Box 788  
Heppner, Or. 97836

1099

Please make checks payable to Witness Tree Surveying.

**PROJECT:** Heppner area public land corner remonumentation project.

**Invoice #:** 17-12 **Invoice Date:** September 20th, 2017 **Payment due date:** September 30, 2015

**Amount Due:** \$26,290.00

**Previous balance on this project:** \$0.00

**Description of Services:** Remonumentation and preservation of Public Land Survey Corners in and around the City of Heppner, Morrow County, Oregon. The map of survey has been recorded as Morrow County Survey 2017-1806D along with the following corner certifications: 2S26P17, 2S26R13, 2S26R15, 2S26R17, 2S26R19, 2S26R21, 2S26T13, 2S26T17, 2S26T21, 2S26V13, 2S26V15, 2S26V17, 2S26V19, 2S26V21, 2S26X13, 2S26X17, 2S26X21, 2S26Z13, 2S26Z15, 2S26XZ17, and 2S26Z25. Services provided and dates are as detailed below:

Office hours	Field hours	Date	Activity
6.5		07-25-2017	Initial research of record surveys.
2		08-02-2017	Calculate search coordinates from record surveys and load data collector.
2	10.5	08-03-2017	Corner search and remonumentation of the southeast corner of Section 34.
	11	08-04-2017	Field search and remonumentation of the south ¼ and east ¼ corners of Section 34.
	9	08-07-2017	Finished remonumentation on the E1/4 corner of Section 34. Set references on NE corner of Section 34 and field ties on existing NW
Office hours	Field hours	Date	Activity

			corner of Section 34.
1	10	08-08-2017	Initial search for W1/4 of Section 34; research original GLO records; remonument southwest corner of Section 34.
2		08-09-2017	Data reduction and calculation of additional search coordinates.
	13	08-10-2017	Remonumentation of north and south ¼ corners of Section 27.
	11	08-11-2017	Corner ties and setting references on the NE corner and the N1/4 corner of Section 35 and the E1/4 and NW corner of Section 27.
2	9	08-17-2017	Data reduction and prep for corner search. Field search and found the three north corners of Section 26.
	13	08-18-2017	Remonument N1/4 and NE corner of Section 26.
6		08-21-2017	Work on preparation of corner certificates for completed corners.
6		08-22-2017	Work on preparation of corner certificates for completed corners.
5		08-23-2017	Work on preparation of corner certificates for completed corners.
	10	08-24-2017	Additional work on the N1/4 corner of Section 27 and search for the W1/4 of Section 27.
2	10	08-25-2017	Remonumentation of the W1/4 corners of Sections 27 and 34 and set references on the NW corner of Section 34.
2		08-28-2017	Data reduction and project planning.
3		08-29-2017	Prprepare corner certificates and research on Wayne Harris files in Umatilla County.
2		08-30-2017	Review of Coppock partition in Section 34.
2	7	08-31-2017.	Corner ties to USACE Willo Creek Lake monuments and search for township corner (SE Section 36).
2	10.5	09-07-2017	Calculation for corner search, search for the southeast corner of Section 35, found east ¼ corner of Section 35 and remonument the SE corner of Section 36..
	10	09-08-2017	Remonumented the E1/4 corner of Section 35.

Office hours	Field hours	Date	Activity
5.5		09-09-2017	Begin map of survey.
	12	09-11-2017	Remonument the W1/4 of Section 23 and the E1/4 corner of Section 26.
3		09-12-2017	Work on corner certificates.
7		09-13-2017	Project mapping.
8		09-14-2017	Project mapping.
12		09-15-2017	Finish project mapping.
10		09-16-2017	Print and finish corner certificates for final editing.
4		09-21-2017	Review and final editing of corner certificates.

**Totals:**    95                    146     $95 \times \$100 + 146 \times \$115 = \$26,290.00$

**Terms:** This invoice is to be paid from Account (208-118-5-20-3123)

Invoice submitted by Morrow County Surveyor, Stephen K. Haddock, PLS, CFedS.

*Approved on 9-21-2017 By the Morrow County Surveyor,*

*Stephen K. Haddock*

PAID



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

Item #
62

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

Staff Contact: Karen Wolff
Department: Human Resources
Person Attending BOC Meeting (REQUIRED):
Short Title of Agenda Item:

Phone Number (Ext): x5620
Requested Agenda Date: 11/1/2017
Karen Wolff, Burke O'Brien

Review of Public Works Department Structure

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: 15 minutes
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: Karen Wolff 10/27/17 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 must be received by the Board's office by 5:00 PM on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

**1. TITLE OF AGENDA ITEM:**

Review of Public Works Department Structure

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

The current Public Works Director, Burke O'Brien, has announced his decision to retire at the end of November. With the anticipated vacancy in the Public Works Director position, this is an opportunity for the Commissioners to review the structure of the Public Works Department. Once we have decided if we want to make changes or leave the structure as it is now, then we know how/if to proceed with a recruitment.

This discussion is in regard to the structure of the department and the positions within the department. This is not a discussion of performance/skills of current employees.

**3. OPTIONS:**

A. Make no changes. B. Changes?

**4. FISCAL IMPACT:**

Unknown

**5. STAFF RECOMMENDATIONS:**

Unknown

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

Unknown

- Attach additional background documentation as needed.

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

Clerk (Original for recording)

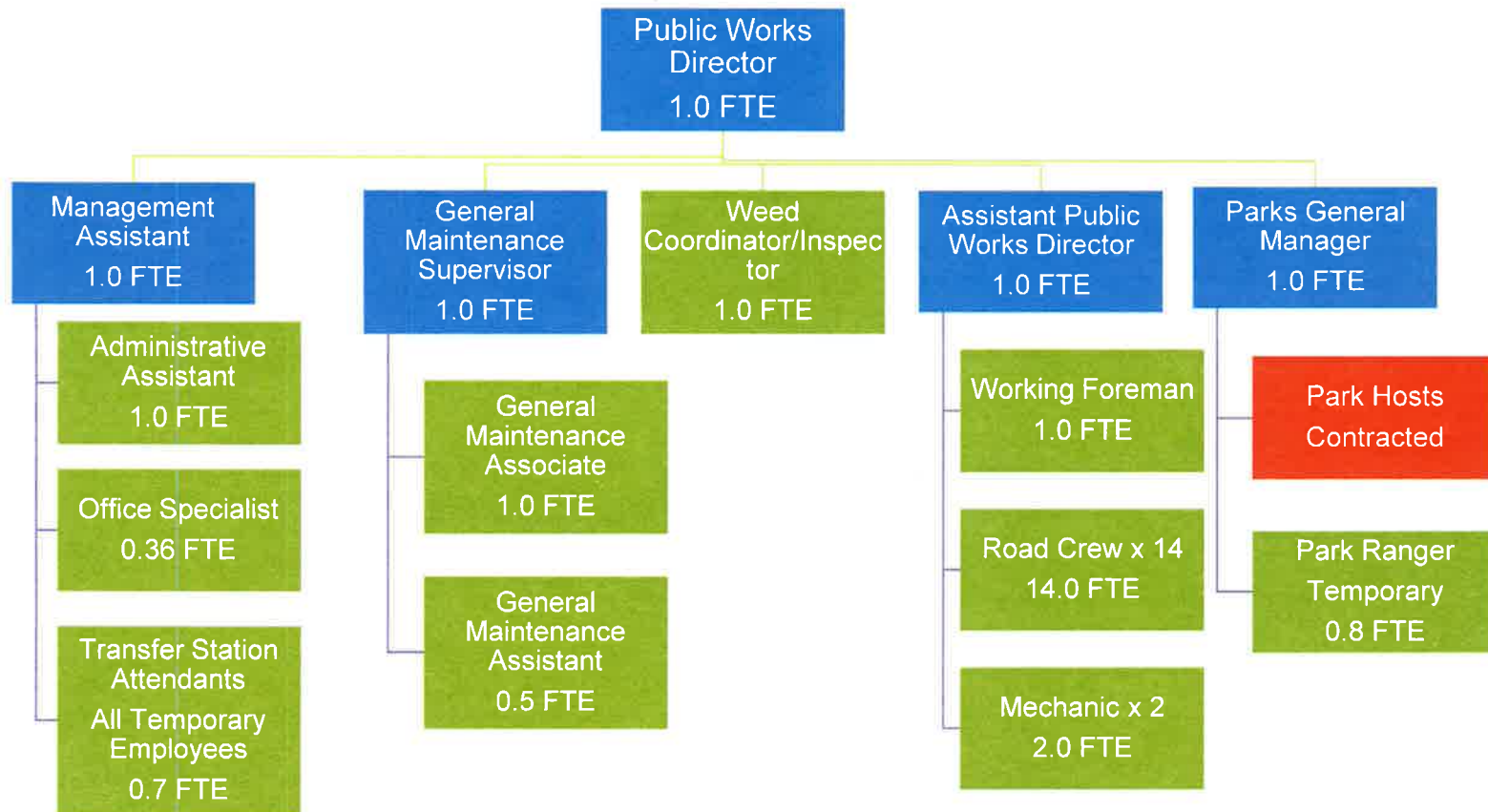
Finance Department (Copy for file)

Board of Commissioners (Copy for file)

Department – For distribution

Other \_\_\_\_\_

# Public Works Department



Total FTE, including Director = 27.36 FTE

February 2017



## JOB DESCRIPTION

**Date Prepared:** May, 2001  
Revised 2008

**Position Title:** Public Works Director

**Department:** Public Works/Road

**Supervisor:** County Judge

**Position Overview:** The Public Works Director, under the limited supervision of the County Judge, is responsible for the administration and operation of the Public Works Department, including the Road, Airport, Parks and General Maintenance divisions. Responsibilities include: short and long-range planning, budgeting, supervision, coordination of activities of all divisions, and administering contracts, grants and agreements. The primary responsibility is to plan and organize construction and maintenance of the County road system.

**Resources Influenced:**

**Annual Operating Budget:** \$3+ million

**Total Employees in your chain-of-command:** 27

**Reporting Positions:**

Assistant PW Director	Office Support Specialist
Heavy Equipment Operators	Crusher Supervisor
Tandem Axle Operators	General Maintenance Supervisor
Light Equipment Operators	Groundskeeper
Mechanics	Janitors
Service Person	Transfer Station Attendants
Working Foreman	Public Works Management Asst.
Weed Manager	Park Ranger
Park Maintenance and Operations Manager	

**Working Environment:** Work is accomplished at the Public Works Office, the County Shops and in the field. The work requires being on construction sites around heavy equipment. Work is required without regard to weather conditions.

**Qualifications:**

1. Education - Associates Degree in Civil Engineering or a related field, or equivalent.
2. Experience - Six years of road construction experience, at least two of which have been in a position with supervisory responsibilities.
3. Equipment used - Pick-up truck, level, transit, EDM and computers.
4. Ability to develop a positive working environment and effectively utilize all employees on the road crew.

5. Knowledge and ability to implement accepted practices and techniques of road maintenance and repair.
6. Knowledge and ability to utilize accepted techniques of survey, planning and design of roads and highways.
7. Ability to plan, schedule and implement multi-phase projects.
8. Knowledge of techniques and methods involved with asphalt paving, mix design and testing.
9. Knowledge of equipment maintenance requirements and procedures.
10. Thorough knowledge of the principles, practices, techniques and standards of road construction and maintenance.
11. Thorough knowledge of the operation and maintenance requirements of the equipment and machinery used in road construction and maintenance.
12. Ability to draft roadway designs and construction plans.
13. Knowledge of OSHA requirements for construction, maintenance and working in the right-of-way.
14. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, safety, operations and organization.
1. Ability to effectively use oral and written communication in the performance of duties and responsibilities.

**Essential Job Functions:**

**Physical:**

1.

**Mental:**

2.

**Job Duty Outline:**

- I. Manage and supervise the operation of all aspects of road construction and maintenance.
  - A. Assign, review and/or approve assignment of work of the road crew employees
  - B. Assure that necessary materials, labor and transportation is available
  - C. Assure that work is done safely and properly
  - D. Determine training needs and provide appropriate training opportunities for employees
  - E. Monitor employee performance, includes
    - a. Rewarding/commending good performance
    - b. Administering discipline when necessary
    - c. Establishing performance standards
  - F. Participate in negotiating union contracts then administer, enforce and execute contract terms
  - G. Resolve grievances
  - H. Train, monitor and support subordinate supervisors
- II. Develop Work Plans
  - A. Develop, plan and coordinate short range plans for daily and weekly work projects

- B. Develop long range plans, which may include conceptualizing, designing, engineering, and costing out, for projects in all areas of public works, including:
  - 1. Road construction and maintenance
  - 2. Airport maintenance and development
  - 3. Maintenance and development of Anson Wright, Cutsforth and OHV Parks
  - 4. Maintenance, renovation, repair or improvement of all County buildings and grounds, including Courthouse, Fairgrounds, Museum, Sheriff's Office, Family Service Center, Pioneer Annex, General Maintenance Shop, Public Works Office and both shops, Irrigon Annex, and Boardman Annex.
- C. Work with Road Committee, Parks Committee, Airport Committee, County Court and Budget Committee in planning and budgeting for large projects
- III. Coordinate with Public and Other Department Heads
  - A. Respond to public inquiries, concerns and complaints
  - B. Contact landowners to resolve right-of-way issues
  - C. Respond to, and make recommendations to the Court on, requests from landowners, utilities and developers for permits to cut, bury or cross a County road, occupy a right-of-way, or develop an approach to property
  - D. Work closely with the Planning Director, Budget Officer, Personnel Director, Sheriff, Commissioners, Mayors, City Managers and others on issues of mutual interest or concern
  - E. Work with contractors for engineering, drilling and blasting, crushing, rock pits, paving, airport management, equipment leases, park hosts, etc.
- IV. Monitor Work Against Standards
  - A. Develop standards for work to be done, such as standards for construction of a variety of road types, installation of cattle guards or culverts, signage, weed control, or rock size
  - B. Provide supervision and oversight for all types of projects
  - C. Check work during and at the conclusion of the project
  - D. Assure that correspondence, grants, contracts, etc. are properly prepared and executed
  - E. Assure that work is done in accordance with established safety standards
- V. Pursue Sources of Funding
  - A. Research appropriate sources of federal, state or private funding to accomplish projects
  - B. Write and submit applications for funding or assistance
  - C. Seek out cooperative projects with cities, counties or the state that offer mutual benefits
  - D. Monitor funded projects for adherence to grant requirements
  - E. Submit required reports on project performance
- 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.

## **JOB DESCRIPTION**

**Date Prepared:** October 15, 2014

**Position Title:** Assistant Road Master

**Department:** Public Works/Road

**Supervisor:** Public Works Director

**Position Overview:** The Assistant Road Master, under the limited supervision of the Public Works Director, is responsible for directly supervising the daily operation of the road crew. This position is responsible for assisting with the development of the Four Year Maintenance Plan and the 20 Year Road Plan. In addition, this position is responsible for the implementation of the maintenance schedule, safety training and assessment of the County's equipment and rolling stock. This position also develops plans, specifications and bid documents used in the competitive bid process.

**Resources Influenced:**

**Total Employees in your chain-of-command: 20**

**Reporting Positions:**

Working Foreman  
Maintenance Specialist II  
Maintenance Specialist I  
Senior Mechanic  
Mechanic  
Temporary Employees

**Working Environment:** Work is accomplished at the Public Works office, the County Shop and in the field. The work requires being on construction sites around heavy equipment, including walking on uneven terrain. Work is required without regard to weather conditions.

**Qualifications:**

1. Education - Associates Degree in Civil Engineering or a related field, or equivalent. Experience may be substituted for part of Education.
2. Experience - Six years of road construction experience, at least two of which have been in a position with supervisory responsibilities.
3. Equipment used - Pick-up truck, level, transit and EDM.
4. Ability to develop a positive working environment and effectively utilize all employees on the road crew.
5. Knowledge and ability to implement accepted practices and techniques of road maintenance and repair.
6. Knowledge and ability to utilize accepted techniques of survey, planning and

- design of roads and highways.
7. Ability to plan, schedule and implement multi-phase projects.
  8. Knowledge of techniques and methods involved with asphalt paving, mix design and testing.
  9. Knowledge of equipment maintenance requirements and procedures.
  10. Thorough knowledge of the principles, practices, techniques and standards of road construction and maintenance.
  11. Thorough knowledge of the operation and maintenance requirements of the equipment and machinery used in road construction and maintenance.
  12. Ability to draft roadway designs and construction plans.
  13. Knowledge of OSHA requirements for construction, maintenance and working in the right-of-way.
  14. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, safety, operations and organization.
  15. Ability to effectively use oral and written communication in the performance of duties and responsibilities.

### **Essential Job Functions:**

#### **Physical:**

1. Ability to manipulate (lift, carry move) heavy weights of up to 75 pounds on a regular basis.
2. Ability to twist and bend and climb as needed to perform hand labor.
3. Ability to climb on and off of various types of equipment to be used as needed.
4. Ability to work in temperature extremes for prolonged periods of time.
5. Ability to stand for extended periods of time.
6. Ability to walk 400 yards.
7. Ability to push, pull, and guide materials over 75 pounds.
8. Ability to climb, stoop, kneel and crouch on a regular basis.
9. Regular and predictable attendance.

#### **Mental:**

1. Ability to read, write and speak English.
2. Ability to read and understand work designs for projects.
3. Ability to read and understand operator's manuals for various equipment.
4. Ability to read grade stakes involved in a construction project.
5. Requires sufficient hand-eye coordination, hand and finger dexterity including ability to grasp, and visual acuity to operate specialized equipment and read technical (including blueprints) and safety information.
6. Requires auditory ability to hear machinery sounds and alarms.
7. Requires near and far visual acuity to read printed materials, moving objects, and observe work-in-progress.

### **Job Duty Outline:**

- I. Manage and supervise the operation of all aspects of road construction and maintenance.
  - A. Supervise the road crew employees.
    - 1. Analyze and develop plan for maintenance and repair.
    - 2. Communicate expectations.
    - 3. Assign duties and responsibilities.
    - 4. Evaluate employee performance.
    - 5. Facilitate training opportunities.
      - a. Safety training.
      - b. Other in-service training.
    - 6. Serve as a problem solving resource with respect to issues related to the road construction and maintenance.
  - B. In collaboration with the Director of Public Works, develop strategic plans related to the operation of the road crew's goals, personnel allocation, budget and operation.
  - C. Evaluate the crew's performance.
- II. Assist the Director of Public Works with the development of the Four Year Plan for road construction, maintenance and repair.
  - A. Assess County needs with respect to roads and highway construction, maintenance and repair.
  - B. Calculate the quantities of material needed to determine the size of pits and quarries.
  - C. Present information to the County Road Committee, planning committees and local municipalities.
- III. 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.

## **JOB DESCRIPTION**

**Date Prepared:** March 10, 2014  
Updated April 2016

**Position Title:** General Maintenance Supervisor

**Department:** Public Works

**Supervisor:** Public Works Director

**Position Overview:** Under the limited supervision of the Public Works Director, the General Maintenance Supervisor performs a variety of maintenance tasks throughout the county organization. Responsibilities include maintenance of all County buildings and grounds in Heppner, Lexington, Irrigon and Boardman and supervision of other maintenance staff. The duties include plumbing, electrical wiring, irrigation systems, furniture repairs, airport beacon and landing system equipment operation, fixed asset inventory, lock installation, forced air heating system maintenance, and snow removal.

**Resources Influenced:**

**Annual Operating Budget:**

**Total Employees in your chain-of-command:**

**Reporting Positions:** General Maintenance Associate

**Working Environment:** Work is performed at all county facilities throughout the county. Work is performed without regard to weather conditions. Lifting heavy objects is an integral part of this position.

**Qualifications:**

1. Education - Associate's Degree in Vocational Technology or a related field or equivalent.
2. Experience - Two years experience in a position requiring multiple maintenance or fabrication skills.
3. Equipment used - Pick-up truck, snow-plow, trailer, dump truck, backhoe, tractor, rototiller, voltmeter, assorted hand and power tools, and lawn and weed mowers.
4. Knowledge, ability and skill to problem solve with respect to a wide variety of equipment, mechanical systems and maintenance situations.
5. Knowledge of basic carpentry techniques.
6. Knowledge of basic electrical wiring.
7. Knowledge of basic plumbing techniques for repair and installation.
8. Knowledge of landscaping and grounds maintenance.
9. Ability to obtain a CDL class A drivers license.
10. Ability to supervise employees at remote job sites.
11. Ability to gain any necessary safety certifications.



12. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, safety, operations and organization.
13. Ability to effectively use oral and written communication in the performance of duties and responsibilities.

**Essential Job Functions:**

**Physical:**

1. Ability to lift up to 70 pounds.
2. Ability to walk on all terrain, in all weather conditions.
3. This position includes outdoor work in all weather conditions, including temperature extremes.
4. Eye-hand coordination and manual dexterity are essential.
5. Regular and predictable attendance.

**Mental:**

1. Ability to read and comprehend instruction and maintenance manuals.
2. Ability to communicate with customers inside and outside of the organization in a courteous and professional manner.

**Job Duty Outline:**

- I. Repair and maintenance of building and grounds.
  - A. Develop maintenance schedule for building and grounds.
  - B. Inspect building and grounds for maintenance needs.
  - C. Perform repairs, as needed.
  - D. Perform scheduled maintenance, as required.
  - E. Perform snow removal in county parking lots and on the sidewalks of county facilities, as required.
  - F. Order supplies and materials for the janitorial work.
  - G. Respond to emergencies such as overflowing toilets, leaks, smoking ballasts, etc.
- II. Manage General Maintenance Department of Public Works.
  - A. Supervise the General Maintenance Associate and all General Maintenance staff, including:
    1. Hiring
    2. Training
    3. Assigning duties and directing work
    4. Monitoring performance
    5. Resolving work problems.
  - B. Order supplies and materials.
  - C. Process invoices for payment and monitor departmental budget.
  - D. Prepare and monitor contracts for janitorial/maintenance services.
  - E. Work with all County employees and department heads on maintenance issues or concerns.

- F. Maintain records
  - 1. Fixed Asset inventory
  - 2. Vehicle tires
  - 3. Maintenance schedules
  - 4. Safety training
  - 5. Budget Expenditures
- III. Move and repair furniture and office equipment.
  - A. Facilitate moving new furniture or equipment into place.
  - B. Facilitate removal of old furniture or equipment to another department or storage.
  - C. Repair broken furniture or equipment, as needed.
- IV. Repair and adjust airport landing and beacon equipment
  - A. Inspect lights and equipment at Lexington Airport.
  - B. Inspect alignment of the VASI system.
  - C. Check lights on cone.
  - D. Inspect the lights and filaments on the beacon.
  - E. Replace lights, as required.
  - F. Inspect control panel on VASI.
  - G. Order and install new control panel, as required.
- V. Perform fixed asset inventory and maintain records.
- VI. Transfer Stations
  - A. Repairs as needed.
  - B. Prepare items for recycling transport (ie) Shrink wrap electronics ready for shipment.
- VII. 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.

## **JOB DESCRIPTION**

**Date Prepared:** February 2014

**Position Title:** Parks General Manager of Operations

**Department:** Public Works

**Supervisor:** Public Works Director

**Position Overview:** Under the limited supervision of the Public Works Director, the Parks General Manager of Operations (GMO) will be responsible for keeping all aspects of all three Morrow County Parks functioning properly. This is a seasonal position, working approximately April through November of each calendar year. This is a partially grant funded position and may be vacated due to changes in grant availability. The GMO will be required to work a flex schedule in order to facilitate their presence on weekends and during park hosted events. The GMO will have a tremendous amount of interaction with the public and must be able to assist park guests and answer questions in order to keep guests informed, satisfied and to enhance their experience at the parks. Included is the supervision of the Parks part time help, contracted service providers, and Contracted Park Hosts. This could be from three (3) to twenty (20) people at any given time. The GMO will be in charge of the day to day operations of the three Parks (Anson Wright Park, Cutsforth Park, OHV Park). This will include assigning work duties to part time park help and supervising the work being performed. The scheduling of maintenance and repairs, managing and staffing events, consulting with the park hosts in regard to operations and conditions at the parks. The GMO will be responsible for establishing and maintaining a formal line of communication with Public Works Director and staff to ensure smooth operations. The ability to develop a work plan and follow it successfully throughout the park season is essential.

The ability to operate computers and electronic devices proficiently as well as use Excel and Word will be required on a daily basis. This person must maintain accurate records of park business activities as well as some cost accounting. A daily log of activities will be required and completed electronically to serve as a basis for some Park Grant applications. A strong background in the use of GPS equipment is required.

A background in maintenance and repair of buildings and park related infrastructure such as, but not limited to, driveways, trails, small bridges, signage and other park equipment is necessary. Also a background in maintenance of all types of equipment, from pickups to weed eaters, is desirable.

**Resources Influenced:**

**Annual Operating Budget:**

**Total Employees in your chain-of-command:**

**Reporting Positions:**

**Working Environment:** The work will be performed at the three Morrow County Parks: OHV Park; Anson Wright Park; and Cutsforth Park. Work will be performed in all types of weather conditions. Some heavy lifting and hands on repairs as needed to keep operations running smoothly.

**Minimum Qualifications:**

1. Education – High School Diploma or equivalent.
2. Experience – Two years experience in management of employees as well as a thorough understanding of office operations and management. Prior experience in maintenance and repair of buildings, infrastructure and equipment.
3. Equipment Used – The GMO will primarily operate a pickup. Occasionally operate various types of excavating equipment such as skid steer, backhoe, dump truck and other equipment. Daily use of a computer and occasional use of GPS. Personal computer and peripherals, Printers, Copy Machine, adding machine, fax, telephone and personal electronic devices.
4. Knowledge - Ability and skill to problem solve with respect to a wide variety of issues involved in scheduling, project management, and personnel issues, as well as dealing with park guests and their issues.
  - Campground maintenance, design and repair.
  - Basic carpentry skills.
  - Basic electrical wiring.
5. Certifications
  - Must possess a Class A Commercial Driver License.
  - Possess or obtain within 60 days a Woodland Fire Fighting Certification.
  - Possess or obtain within 60 days First Aid Certification.

**Essential Job Functions**

**Physical:**

1. Ability to lift up to 50 pounds or more on a frequent basis.
2. Ability to walk on all terrain, at times uneven, in all weather conditions.
3. Ability to work outdoors in all weather conditions, including temperature extremes.
4. Eye-hand coordination and manual dexterity are essential.
5. Ability to operate motorized vehicles and motorized equipment.

**Mental:**

1. Ability to speak, read, write and comprehend English.
2. Ability to perform basic math functions.
3. Ability to read and comprehend instruction and maintenance manuals.
4. Ability to communicate with Park patrons in a calm and professional manner during occasionally stressful situations.
5. Ability to organize projects and tasks with changing priorities.
6. Ability to deal with shift changes on an as-needed basis.
7. Ability to work well with others.
8. Ability to greet customers in the Parks and on the phone in a courteous and professional manner.
9. Regular and predictable attendance.

**Job Duty Outline:**

**I. Manage the Repair and Maintenance of Parks and Day Use Facilities**

- A. Develop and oversee maintenance for campgrounds, including routine inspection and patrol.
- B. Assure that all infrastructure systems are routinely inspected and maintained, including all water systems, all electrical systems, all sewer systems, all buildings and all equipment.
- C. Assure there is timely response to any emergency involving campground maintenance.
- D. Assure that snow removal is completed as required for safety and maintenance.
- E. Assure that all grass is mowed in a neat and presentable fashion in a timely manner.
- F. Assure that all restrooms are kept clean and sanitary.
- G. Assure that all garbage is properly disposed of in a timely manner.

**II. Manage Parks Operations**

- A. Supervise all campground volunteers.
- B. Create list of supplies and materials needed for projects in the campgrounds and all park projects
- C. Manage projects at the parks and campgrounds as well as all labor involved in the projects, including contract labor and volunteers.
- D. Prepare a record of all supplies used by each park, as well as all labor involved in the projects.
- E. Work with all County employees and departments on an as-needed basis.
- F. Maintain maintenance records, fixed asset inventory, tires and tools inventory, accurate work schedule, safety training records and budget records.
- G. Assure all equipment and buildings are maintained in good repair.

**III. Plan Projects For All Parks and All Trail Systems**

- A. Identify projects, produce a list of projects and a time line for each project.
- B. Identify supplies and equipment needed for projects and their costs.
- C. Prepare project budgets.
- D. Assist in identifying funding for projects, including, but not limited to, applying for grants.
- E. Develop a plan of action for projects.
- F. Supervise all labor involved in the project, including contract labor and volunteers.
- G. Provide written updates as required by Public Works and/or grant programs.

**IV. Perform All Tasks In A Safe and Efficient Manner**

**V. Assist The Park Advisory Committee in Their Planning Process**

- A. Evaluate the status of park campgrounds and operation on a quarterly basis.
- B. Develop plans for future improvements.

**VI. Work Closely With The Entire Staff and Assist Where Needed**

## **VII. 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.

## **Public Works Department Management Assistant**

### **Introduction**

This classification serves as staff financial advisor to the Public Works Department and is accountable for the Department fiscal programs and the compilation of the data used to prepare the annual financial statements. This position has supervisory responsibility for Public Works administrative support staff. Position serves as Assistant to the Public Works Director and can speak for the Public Works Director regarding administrative operations and other pertinent issues: performs administrative and management duties related to policy development, administration, compensation, purchasing, cost accounting, planning, organizing, directing and evaluating department programs, and other areas of department management.

### **Examples of principal duties**

Duties assigned to this position include, but are not limited to, the following:

1. Manage office of Public Works, which includes; direct department administrative, purchasing, and cost accounting activities ensuring compliance to policy and procedures; coordinate work flow; establish and evaluate programs, policies, procedures, protocols and services for the department operations; supervise and direct work performance of department support staff; ensure performance of quality assurance activities and that State, Federal and Local requirements are met.
2. Supervise, train, coordinate and assign work, review and evaluate work performance of office staff.
3. Advise the Public Works Director on all areas of financial and management concerns; assist the Public Works Director in financial planning.
4. Assist in preparation of Department's budget; compile and verify data; project cash on hand; project State Highway Allocations; Project Forest Timber Receipts; project State Land Sales; project S.T.P. funding; project collection of previous taxes; project department sales; project interest; project miscellaneous revenues; General Fund Budget transfer; compile revenue projections and expenditure projections; estimate resources and requirements for Department funds and non-departmental functions.
5. Maintain budget after adoption by County Court. Monitor, evaluate and recommend Department resolutions for modifications. Work to maintain budget law requirements and identify departmental needs.
6. Maintain accounts payable to the general ledger accounting records. Coordinate and develop accounting systems. Monitor transactions and fund balances and make corrections and cost accounting entries as necessary. Maintain audit controls, provide

data for auditors; produce management financial reports. Monitor cash flow. Oversee grant administration Assist in the preparation of grant applications.

7 Serve as Department computer systems administrator. Coordinate with consultants in maintaining computer hardware and software. Provide training and technical assistance to users; perform minor modifications.

8. Act as liaison between department and public providing information requiring extensive knowledge of department policies and procedures. Interpret department policies and procedures to department heads, public officials, employees and the public. Research, obtain information, and give direction.

### **Knowledge skill and ability required by this position.**

knowledge of theories, principles and practices of modern organizational budget and management systems;; knowledge of accounting principles, practices and techniques as applies to municipal budget and cost accounting; knowledge of principles, methods and techniques of effective business administration including accounting and fiscal management sufficient to implement and evaluate programs; knowledge of data processing structure, functions and operations; knowledge of County operations, policies and procedures sufficient to answer questions, provide services, and serve as liaison for department; knowledge of Federal, State and Local statutes that affect municipal government operations.

Skilled in preparation, analysis and interpretation of financial statements and reports; operation of modern office equipment and machinery; processing information and use of computerized equipment.

Ability to communicate effectively in oral and written forms; analyze and interpret accounting data; perform short and long range planning in applying quantitative analysis to financial and management issues; establish and maintain records, reports, and statistical data; make decisions independently in accordance with established policies and procedures; establish new policies when applicable and use initiative and judgment in completing tasks and responsibilities; supervise and lead support staff; courteously meet and deal effectively with the Roadmaster, department heads, budget committee, advisory boards, employees, outside agency personnel, support staff and the public.

### **Qualifications**

Bachelor degree in business or public administration, accounting, finance or a related field or four years progressively responsible work experience, which includes two years with a governmental agency and two years supervisory or management experience or any satisfactory equivalent combination of experience and training. At time of appointment, must possess a valid Oregon driver's license.



### **Supervisory controls of this position**

Work is performed under the supervision of the Public Works Director who orally outlines work projects, goals and objectives. Employee works independently to compile and analyze data, and resolve questions or problems on the basis of past precedent and interpretation of policy and/or procedural guidelines. The Management Assistant confers with Public Works Director for professional assistance and advice; work is reviewed for conformance to policy and procedure.

This classification supervises the work of administrative, cost accounting and purchasing professional support staff in varying degrees and has the final responsibility for work performed within department staff.

### **Guidelines**

Work is performed under Federal, State, County and departmental rules, regulations, and laws and according to established financial and accounting management theories, principles and practices; uses seasoned judgment in interpreting and usage of appropriate guidelines. As a Management Assistant, can recommend revisions to departmental policies and procedures. The incumbent may advise the Public Works Director in proposing revisions and new policies affecting all Department employees.

### **Personal contacts and purpose of contacts**

Contacts are with County Court, Public Works Director, Roadmaster, department heads, auditors, Federal and State agencies, budget committee, attorneys, vendors, coworkers, employees from all departments, outside agency personnel and the public to give or receive information and resolve financial, accounting and personnel problems.

### **Physical demands and work environment**

Works in an office environment; work is generally sedentary, however this position may require lifting up to 20 pounds. A reasonable amount of driving is required.



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

Item #
6f

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

Staff Contact: Kim Cutsforth
Department: BOC
Person Attending BOC Meeting (REQUIRED):
Short Title of Agenda Item:

Phone Number (Ext): 5309
Requested Agenda Date: 11-1-2017
Kim Cutsforth
BOC November Meeting Schedule

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: 5 minutes
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
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 must be received by the Board's office by 5:00 PM on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

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

**1. TITLE OF AGENDA ITEM:**

BOC November Meeting Schedule

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

There are five Wednesdays in November. The Board traditionally does not meet the fifth Wednesday of a month. However, since the fourth Wednesday, November 22nd, is just before Thanksgiving, the Board could consider not meeting that Wednesday in exchange for meeting on the fifth Wednesday, November 29th. The Board might also want to take into consideration the fact that November 15th falls during the week of AOC Annual Conference. In the past, the Board called in to the Bartholomew Building Upper Conference Room to pay claims, and if needed, attend to any other matters.

**3. OPTIONS:**

Not meet November 29th; meet the fifth Wednesday instead of the fourth Wednesday; meet all five Wednesdays.

**4. FISCAL IMPACT:**

No impact to the County.

**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 _____		

Ta

TO: Board of Commissioners  
FROM: Kim Cutsforth, Interim Administrative Officer  
DATE: November 1, 2017  
RE: Administrative Officer Report

I have been working with David Rabiner of Rabiner Resources and Morrow County Department Heads and Elected Officials to determine a date for his seminar. He will be here November 30 from 1:00 PM to 4:00 PM. Fifteen of the eighteen members surveyed indicated that they could attend on this day. I look forward to this training.

Richard Tovey and I prepared an earnest money agreement from Morrow County to the Tallmans for the purchase of Public Works property in North Morrow County. The property is now in escrow. The property needs to be replatted. I have begun the planning process with the City of Boardman. We are attempting to close December 1, 2017, on the condition that we have approval from the City, DEQ and that all other conditions are met.

I have reviewed the North End Facilities Plan Proposals. Corresponded with the respondents and requested additional information. This has all been passed along and I am waiting further instructions to proceed. I suggest that we set up a phone interview with the three firms to assist with the selection process.

I have met with Kate Knop and Ronda Fox in the Finance Department to begin the discussion of moving Payroll and other employee benefits to Human Resources. I met with Tony Clement to discuss the possibility of improving the extra office space for this move. I will have additional information in the coming week.

I have attended multiple meetings met with many Department Heads and have worked closely with legal counsel Justin Nelson to iron out various issues.

Respectfully submitted:

Kim Cutsforth  
Interim County Administrator

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## TREASURER

100 Court Street  
P.O. Box 37  
Heppner, Oregon 97836  
**Phone: 541-676-5630 • Fax: 541-676-5631**  
E-mail: [ggutierrez@co.morrow.or.us](mailto:ggutierrez@co.morrow.or.us)

**Gayle L. Gutierrez**

November 1, 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 1.45%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

Outstanding checks as of September 30, 2017 total is \$294,532.33.

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: SEPTEMBER 30TH, 2017

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	5,475,038.97 (	770,593.07)	4,704,445.90
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,229.68	20.23	17,249.91
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	256,372.78	301.09	256,673.87
202-100-1-10-1500		ROAD FC W/TREASURER	522,452.48	91,791.10	614,243.58
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	109,572.17 (	64,469.26)	45,102.91
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	10,609.74	5,758.78	16,368.52
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	37,317.21 (	156.14)	37,161.07
207-100-1-10-1500		911 FC W/TREASURER	91,287.12 (	11,605.79)	79,681.33
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	219,630.63	1,218.02	220,848.65
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	386,245.29	17,330.28	403,575.57
211-100-1-10-1500		MCSD CO SCHOOL FC W/TREAS	60.24	143,661.06	143,721.30
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	5.88	13,399.92	13,405.80
214-100-1-10-1500		FAIR FC W/TREASURER	61,421.60 (	10,619.90)	50,801.70
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	53,243.71	62.53	53,306.24
216-100-1-10-1500		STF FC W/TREASURER	34,902.93 (	12,737.33)	22,165.60
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	54,000.87	63.42	54,064.29
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	22,364.75	26.27	22,391.02
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	63,794.48 (	24,948.57)	38,845.91
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	10,661.25 (	4,770.38)	5,890.87
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	220.77	0.26	221.03
223-100-1-10-1500		CAMI GRANT FC W/TREAS	16,530.51 (	741.13)	15,789.38
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	5,037.78	5.92	5,043.70
225-100-1-10-1500		STF VEHICLE FC W/TREAS	136,760.13	160.61	136,920.74
226-100-1-10-1500		FAIR ROOF FC W/TREAS	17,547.70	20.61	17,568.31
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	41,332.69	48.54	41,381.23
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	14,903.76 (	98.01)	14,805.75
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	26,008.70	30.54	26,039.24
230-100-1-10-1500		RODEO FC W/TREAS	49,811.90 (	14,048.95)	35,762.95
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	59,101.10	17,682.76	76,783.86
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	16,048.01	132.92	16,180.93
234-100-1-10-1500		DUII IMPACT FC W/TREAS	26,159.62	30.72	26,190.34
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	5,547.03	6.51	5,553.54
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	520,408.45	611.17	521,019.62
238-100-1-10-1500		PARK FC W/TREAS	182,429.91	111,116.48	293,546.39
240-100-1-10-1500		EQUITY FC W/TREAS	183,565.52	215.58	183,781.10
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	195,419.11 (	3,040.09)	192,379.02
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	815.45	0.96	816.41
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	59,986.12	70.45	60,056.57
322-100-1-10-1500		COURT SECURITY FC W/TREAS	140,770.45	1,065.51	141,835.96
500-100-1-10-1500		ECHO WINDS FC W/TREAS	478.00	0.56	478.56
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	298,647.79	350.73	298,998.52
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	38,679.99 (	446.31)	38,233.68
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	10,662.31	12.52	10,674.83
510-100-1-10-1500		P & P FC W/TREAS	201,990.96 (	29,303.90)	172,687.06
514-100-1-10-1500		IONE SD B & I FC W/TREAS	511.26 (	402.22)	109.04

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: SEPTEMBER 30TH, 2017

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		116.36 (	91.72)	24.64
516-100-1-10-1500	RADIO DIST FC W/TREAS		815.02 (	634.98)	180.04
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		30.69 (	15.41)	15.28
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		4,333.57 (	3,369.90)	963.67
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.00	0.00	0.00
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		1,261.10 (	1,016.50)	244.60
622-100-1-10-1500	CITY OF HEPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		479.89 (	357.56)	122.33
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		2,156.98	9.92	2,166.90
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		11.26 (	8.75)	2.51
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		2,976.37	12.89	2,989.26
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		403.29 (	314.20)	89.09
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		4,509.04 (	3,579.76)	929.28
632-100-1-10-1500	CITY OF HEPNER FC W/TREAS		1,008.89 (	812.49)	196.40
633-100-1-10-1500	CITY OF IONE FC W/TREAS		154.48 (	122.90)	31.58
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		484.84 (	385.94)	98.90
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		97.24 (	77.64)	19.60
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		2,640.40 (	2,042.62)	597.78
638-100-1-10-1500	HEPNER RFPD FC W/TREAS		149.02 (	118.49)	30.53
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		281.03 (	223.68)	57.35
640-100-1-10-1500	IONE RFPD FC W/TREAS		431,320.65 (	2,124.02)	429,196.63
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		1.36	0.05	1.41
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		51.61 (	40.78)	10.83
643-100-1-10-1500	HEPNER CEMETERY FC W/TREAS		127.65 (	102.04)	25.61
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		60,748.88 (	4,872.31)	55,876.57
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		51.99 (	41.77)	10.22
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		369.23 (	293.94)	75.29
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		545.22 (	430.72)	114.50
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		208.16 (	167.01)	41.15
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		422.06 (	178.41)	243.65
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		337,980.13	879.32	338,859.45
651-100-1-10-1500	HEPNER WATER CONTROL FC W/TRE		9.15 (	4.56)	4.59
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		18,599.28 (	14,503.11)	4,096.17
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		268,397.54	988.61	269,386.15
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		2,933.02 (	2,286.87)	646.15
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.49	0.02	13.51
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		13,137.25	15.43	13,152.68
658-100-1-10-1500	BMCC FC W/TREASURER		3,149.80 (	2,455.91)	693.89
659-100-1-10-1500	BMCC B & I FC W/TREASURER		1,163.40 (	963.14)	200.26
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		1,006.84 (	778.17)	228.67
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		108.89 (	86.42)	22.47
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		1,034.98 (	803.48)	231.50
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		465.77 (	359.75)	106.02
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

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: SEPTEMBER 30TH, 2017

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS		10,269.89	12.06	10,281.95
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS		4,108.43	4.82	4,113.25
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		1,082.97	1.27	1,084.24
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS		163,427.82	191.93	163,619.75
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		28,963.48	2,280.13	31,243.61
682-100-1-10-1500	STATE FIRE FC W/TREAS		0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS		20.54	0.88	21.42
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE		1,185,939.17	1,392.78	1,187,331.95
685-100-1-10-1500	STATE HOUSING FC W/TREAS		8,335.83	2,391.16	10,726.99
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS		35,601.69	41.81	35,643.50
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		1,726.01	( 1,370.22)	355.79
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND		20.50	( 11.43)	9.07
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS		30.53	( 17.01)	13.52
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	17,571.15	17,571.15
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	0.00	0.00
TOTAL CLAIM ON CASH			12,387,942.38	( 562,054.38)	11,825,888.00

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO		181,019.87	386,095.77	567,115.64
999-100-1-10-1502	PAYROLL BEO		12,216.08	( 629.75)	11,586.33
999-100-1-10-1503	STATE TREASURY POOL		12,194,810.84	( 948,151.28)	11,246,659.56
999-100-1-10-1504	CERTIFICATES OF DEPOSIT		0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS		0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA		0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK		100.12	0.00	100.12
SUBTOTAL CASH IN BANK - POOLED CASH			12,388,146.91	( 562,685.26)	11,825,461.65

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE		630.88	( 630.88)	0.00
SUBTOTAL WAGES PAYABLE			630.88	( 630.88)	0.00

TOTAL CASH IN BANK - POOLED CASH

12,387,516.03	( 562,054.38)	11,825,461.65
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P.O. Box 867 • Heppner OR 97836  
(541) 676-5615

## Finance

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

TO: Board of Commissioners  
Interested Parties

FROM: Kate Knop, Finance Director

DATE: November 1, 2017

RE: First Quarter, Finance Department Report

Please accept my Finance Director Quarterly Report for July - September, 2017. During the past quarter, my efforts have been devoted to closing out the FY 2016-2017 books, implementing the new budget for FY 2017-2018, and working with the Independent Financial Auditors.

- Budget FY 2017-2018.
  - The Morrow County budget has increased in appropriations by \$157,670 to \$36,302,654. The increase in appropriations include the following resolutions.
    - R-2017-23 – increase in General Fund - Veteran's Dept., \$40,421
    - R-2017-27 - increase in General Fund – Sheriff's Dept. \$50,000
    - R-2017-28 – increase in Victim/Witness Fund, \$67,249
  - Reappointment of Budget Committee Chair, Larry Mills, through June 30, 2018.
- Independent Auditor Visit – September 25-28, 2017
  - Barnett & Moro P.C. was onsite for four days conducting the FY 2016-2017 independent financial audit and the single audit. They took samples and reviewed year-end closing journal entries and accruals. They also requested samples of material transactions that include AP, Payroll, Cash Receipts, etc.
  - The exit interview will occur via phone in the near future. A notice to the BOC will be sent.
- Morrow County Retirement Trust
  - Processed monthly retirement tax withholding payments.
  - Assisted 13 retirees/employees with one time distributions, rollovers, retirement estimates, and other requests.
  - Updated the Trustee's to reflect the three current Commissioners.
  - Census for FY 2016-17 in process. Will be finished after the completion of the Teamster Labor Negotiation Contract.
  - Presented the Retirement Benefit Estimate policy discussion to the BOC on 10/25/17. The resolution R-2017-30 will be presented on 11/1/2017.

- Payroll.
  - New employee orientations: 7
  - Researching the feasibility on including vacation and sick leave accruals in the Novatime software. One of the challenges in the two payroll software programs (Incode & Novatime) communication.
  - Provide support to HR as needed.
  
- Accounts Payable
  - Finished 2016-2017 petty cash counts for year-end.
  - Attended AP organization seminar in August.
  - Provided AP backup/information to auditors during September visit.
  - Finalized 2016-2017 fixed asset files, opened 2017-2018 files.
  - Updated contract/grant/pre-purchase authorization files.
  - Revised monthly expenditures report on the Finance web page.
  
- Quarterly Reports.
  - Morrow County and Trust quarterly payroll reports for the Department of the Treasury and four states including: Oregon, Montana, Idaho, and Indiana.
  - Veteran's Report
  - Victim/Witness Assistance & Cami Report
  - State of Oregon Lodging Tax
  
- Moving Forward.
  - FY 2016-2017 year-end close.
    - Fixed Asset reconciliation
    - Publish financial statements
  - FY 2017-2018
    - Monitoring cash flow and appropriations within each fund and department.
    - Will be making budgeted transfers for the 2<sup>nd</sup> quarter. Some will be posted after SIP and property taxes are received.
    - Begin FY 2018-2019 budget discussions.
  - Morrow County Retirement Trust
    - Work session date: TBD
  - Policy Updates
    - Retirement Benefit Estimate – policy presented to BOC on 11/1/17
    - Cash Handling – 2<sup>nd</sup> Quarter FY 2017-2018
    - Procurement & Claims Policy – 2<sup>nd</sup> Quarter FY 2017-2018
    - Visa Card Policy – (Revision) 1<sup>st</sup> Quarter FY 2017-2018
  - Payroll
    - Novatime update to include vacation and sick leave accruals.
  - Appointment of County Auditor/Accountant
    - This is a tabled topic.



## ASSESSMENT & TAXATION

P.O. Box 247 • Heppner, Oregon 97836  
(541) 676-5607 FAX: (541) 676-5610

**MIKE GORMAN**  
Assessor/Tax Collector

### **Assessment & Tax Quarterly Report November 1, 2017**

1. 2017-18 Tax District Totals: County and District Values.
2. 2017-18 Statement of Taxes: County and District taxes to be received.
3. 2017-18 Tax Rates Overall: Specifically Morrow County School District.
4. 2017-18 Top Tax Payers
5. 2017-18 Taxes Collected as of 10/29/17.
6. 2017-18 SIP Monies to be received.
7. 2017-18 EZ Amounts.

# MORROW COUNTY ASSESSOR

## 2017 TAX DISTRICT TOTALS

Oct 12, 2017


DIST ID	DISTRICT NAME	RMV TOTAL	M5 TOTAL	EXCEPTION TOTAL	AV TOTAL	TAX ACNT COUNT
101	MORROW COUNTY	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
514	IONE SCHOOL BOND	493,501,192	459,031,884	471,960	187,470,366	900
515	BOARDMAN URBAN RENEWAL	545,955,381	543,311,736	26,124,700	511,440,447	1,537
516	UMA-MORROW RADIO DIST	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
519	WEST BOARDMAN URBAN RENEWAL	545,955,381	543,311,736	26,124,700	511,440,447	1,537
617	HEALTH DIST	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
618	HEALTH DIST LOCAL OPTION	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
621	BOARDMAN BOND	545,955,381	543,311,736	26,124,700	511,440,447	1,537
623	IRRIGON BONDS	68,154,678	67,541,457	472,170	55,772,634	939
624	LEXNGTON BOND	14,376,554	14,254,317	71,800	11,579,648	214
625	BOARDMAN PARK BOND	2,056,986,650	2,012,749,144	127,683,320	954,943,924	2,336
630	PORT OF MORROW	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
631	BOARDMAN	545,955,381	543,311,736	26,124,700	511,440,447	1,537
632	HEPPNER	68,702,930	68,274,337	369,520	54,681,054	839
633	IONE	19,116,540	19,097,144	152,620	15,120,775	274
634	IRRIGON	68,154,678	67,541,457	472,170	55,772,634	939
635	LEXINGTON	14,376,554	14,254,317	71,800	11,579,648	214
636	BOARDMAN RFD	3,541,385,060	3,312,484,311	188,475,210	1,527,972,132	2,622
637	LEXINGTON LOCAL OPTION	14,376,554	14,254,317	71,800	11,579,648	214
638	HEPPNER RFD	172,225,614	121,356,254	519,720	78,640,150	1,295
639	IRRIGON RFD	203,768,738	188,454,487	1,563,050	139,870,299	2,016
640	IONE RFD	510,782,344	474,216,401	966,440	198,304,625	1,164
641	S GILLIAM RFD	675,780	551,737	0	350,730	3
642	BOARDMAN CEMETERY	2,047,948,280	2,004,135,867	127,683,320	950,087,989	2,295
643	HEPPNER CEMETERY	219,032,659	157,202,025	690,840	112,834,840	1,923
644	IONE-LEX CEMETERY	568,234,156	520,659,954	1,075,300	231,840,625	1,474
645	IRRIGON CEMETERY	381,623,390	320,710,243	20,524,770	217,217,577	2,273
646	WILLOW CREEK PARK	976,132,105	803,396,251	2,598,050	420,526,377	4,125
647	BOARDMAN PARK	2,056,986,650	2,012,749,144	127,683,320	954,943,924	2,336
648	IRRIGON PARK	381,623,390	320,710,243	20,524,770	217,217,577	2,273
650	UNIFIED REC DISTRICT	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
651	WATER CONTROL	109,611,880	97,732,421	537,520	74,459,912	1,121
652	MORROW SCHOOL	4,207,265,441	3,839,783,225	191,747,020	1,888,180,954	8,020
653	MORROW SCHOOL BONDS	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
654	INTERMOUNTAIN ESD	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
658	BMCC	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
659	BMCC BOND	4,700,766,633	4,298,815,109	192,218,980	2,075,651,320	8,920
660	VECTOR CONTROL	3,723,580,428	3,494,364,758	189,620,930	1,654,070,843	4,790
661	VECTOR CONTROL LOCAL OPTION	3,723,580,428	3,494,364,758	189,620,930	1,654,070,843	4,790
662	IONE LIBRARY DISTRICT	490,922,282	456,994,558	471,960	186,085,004	877
663	OREGON TRAIL LIBRARY	3,964,128,811	3,664,328,007	190,223,310	1,775,669,677	6,803
683	PILOT ROCK RFD	5,645,490	2,199,764	0	1,198,784	47
684	PILOT ROCK RFD LOCAL OPTION	5,645,490	2,199,764	0	1,198,784	47
688	IONE SCHOOL DISTRICT	493,501,192	459,031,884	471,960	187,470,366	900
689	HEPPNER RURAL FIRE DISTRICT BON	172,225,614	121,356,254	519,720	78,640,150	1,295
690	CITY OF HEPPNER FIRE BOND	68,702,930	68,274,337	369,520	54,681,054	839

MORROW COUNTY STATEMENT OF TAXES 2017-18

Taxing District	Assessed Value	Permanent Rate	Billing Rate	Loss Due To Measure 5	Total Amount To Be Collected
101 Morrow County	2,069,395,917	4.1347	4.1347	-277,742.86	8,313,200.31
514 Ione School District Bonds	187,470,366		1.0850	0.00	203,457.72
515 Boardman Urban Renewal Agency	3,354,463			-5,910.64	54,986.18
516 Umatilla Morrow Radio & Data District	2,069,395,917	0.1700	0.1700	-11,423.02	340,715.52
519 West Boardman Urban Renewal Area	2,900,940			-5,091.75	47,368.77
617 Health District	2,069,395,917	0.6050	0.6050	-40,643.92	1,212,459.41
618 Health District Local Option	2,075,651,320	0.0000	0.3900	-212,071.04	598,120.81
621 City of Boardman Bonds	505,185,044		0.8729	0.00	441,019.79
623 City of Irrigon Bonds	55,772,634		0.4139	0.00	230,797.98
624 Town of Lexington Bonds	11,579,648		1.1262	0.00	13,040.98
625 Boardman Parks Bond	954,943,924		0.7214	0.00	688,964.71
630 Port of Morrow	2,069,395,917	0.0841	0.0841	-5,655.35	168,594.67
631 City of Boardman	505,185,044	4.2114	4.2114	-206,460.23	1,921,154.53
632 City of Heppner	54,681,054	10.6209	10.6209	-172,235.52	409,466.88
633 City of Ione	15,120,775	4.4288	4.4288	-2,217.80	64,867.59
634 City of Irrigon	55,772,634	3.6782	3.6782	-5,216.61	199,990.54
635 Town of Lexington	11,579,648	0.7289	0.7289	-0.43	8,440.04
636 Boardman RFD	1,521,716,729	0.7464	0.7464	-36,557.02	1,100,276.51
637 Town of Lexington Local Option	11,579,648		2.6200	-41.12	30,297.59
638 Heppner RFD	78,640,150	0.7906	0.7906	-3.96	62,225.98
639 Irrigon RFD	139,870,299	0.8389	0.8389	-1,194.49	116,339.91
640 Ione RFD	198,304,625	0.7385	0.7385	-370.49	146,116.58
641 South Gilliam County RFD	350,730	0.3332	0.3332	0.00	116.87
642 Boardman Cemetery	943,832,586	0.0284	0.0284	-1,399.68	25,482.93
643 Heppner Cemetery	112,834,840	0.5413	0.5413	-8,779.94	52,369.51
644 Ione-Lexington Cemetery	231,840,625	0.2401	0.2401	-120.61	55,562.13
645 Irrigon Cemetery	217,217,577	0.1022	0.1022	-145.46	22,099.79
646 Willow Creek Park	420,526,377	0.3813	0.3813	-6,376.81	154,059.99
647 Boardman Parks	948,688,521	0.2989	0.2989	-14,661.23	269,009.46
648 Irrigon Parks	217,217,577	0.4061	0.4061	-578.18	87,814.90
650 Morrow Unified Recreation District	2,069,395,917	0.4560	0.4560	-30,639.58	913,899.28
651 Heppner Water Control	74,454,720	0.1693	0.1693	-2,745.70	9,883.08
652 Mo. Co. School District #1	1,881,925,551	4.0342	4.0342	-280,118.19	7,318,935.92
653 Mo. Co. School District #1 Bonds	2,069,395,917		0.9138	0.00	1,892,715.09
654 Intermountain ESD	2,069,395,917	0.6156	0.6156	-46,828.14	1,228,243.31
655 Mo. Co. School District #1 Local Option	0	0.0000	0.0000	0.00	0.00
658 Blue Mountain CC	2,069,395,917	0.6611	0.6611	-50,287.83	1,318,999.42
659 Blue Mountain CC Bonds	2,075,651,320		0.2136	0.00	443,735.21
660 N Morrow Vector Control	1,647,815,440	0.1899	0.1899	-9,586.29	303,686.63
661 N Morrow Vector Control Local Option	1,654,070,843		0.1000	-48,453.06	117,108.53
662 Ione Library District	186,085,004	0.2500	0.2500	-125.26	46,408.58
663 Oregon Trail Library	1,769,414,274	0.2536	0.2536	-16,911.93	432,291.77
683 Pilot Rock RFD	1,198,784	0.7807	0.7807	0.00	935.90
684 Pilot Rock RFD Local Option	1,198,784		0.8200	0.00	982.96
688 Ione School District	187,470,366	4.0342	4.0342	-26,745.23	729,741.98
689 Heppner Rural Fire District Bond	78,640,150		0.4704	0.00	37,026.59
690 City of Heppner Fire Bond	544,681,054		0.9560	0.00	52,359.81
				-1,527,339.37	31,885,372.64

I, Michael Gorman, Assessor/Tax Collector of Morrow County do hereby certify the assessed valuation, tax levies, and tax rates set forth in this summary are true and correct copies as they appear on file in the Office of the Morrow County Assessor & Tax Collector.

Dated this 12th day of October, 2017, in Heppner, Oregon.

  
 Michael Gorman

State Fire Patrol	195,574.41
MH Ombudsman	6,850.00
MH Omb Compression Loss	-1,035.03
	<hr/>
	32,086,762.02
Real Property	19,430,489.09
Personal Property	1,865,202.69
Manufactured Structures	350,239.82
Utilities	10,440,830.42
	<hr/>
	32,086,762.02



**2017 TOP 20 Tax Payers  
Morrow County**

OWNER NAME	TAX AMOUNT	ASSESSED VALUE	REAL MARKET VALUE
PORTLAND GENERAL ELECTRIC	4,267,485.80	290,411,870	864,591,788
AVISTA CORPORATION	3,047,585.51	172,179,000	172,179,000
THREEMILE CANYON FARMS, LLC	2,166,370.80	160,815,046	230,738,725
VADATA, INC	2,015,581.26	140,938,750	1,113,731,120
LAMB WESTON, INC	1,669,281.71	94,281,620	94,369,660
COLUMBIA RIVER PROCESSING, INC	1,019,244.60	71,246,950	71,246,950
GAS TRANSMISSION NORTHWEST CORP	959,781.16	67,508,500	67,508,500
RDO/CALBEE FOODS LLC	531,803.81	37,174,000	37,174,000
TE VELDE, GREG	519,174.88	37,902,326	56,305,958
PORT OF MORROW	441,805.51	29,618,432	32,188,711
PACIFIC ETHANOL COLUMBIA, LLC	396,223.46	27,696,700	27,696,700
LAMB WESTON, INC DBA	349,662.29	19,754,820	19,754,820
UNION PACIFIC RAILROAD CO	336,822.46	23,904,290	63,543,873
OREGON POTA TO COMPANY	268,042.25	15,435,134	15,862,119
CENTURYLINK PROPERTY TAX	265,855.83	17,080,900	17,080,900
FARMLAND RESERVE, INC	228,811.28	16,429,512	44,204,077
UPPER COLUMBIA MILL, LLC	215,238.64	15,636,210	15,636,210
WILLOW CREEK ENERGY LLC	205,789.45	46,180,000	46,180,000
SAGE HOLLOW RANCH, LLC	196,283.20	14,456,084	16,986,421
CASCADE SPECIALTIES, INC	170,465.67	12,395,800	12,395,800

# ACTIVITY REPORT - MORROW COUNTY TAX OFFICE

TRANSACTIONS FROM: 28056 TO 28860

PERIOD FROM: 10-01-2017 TO 10-30-2017

October 30, 2017

TAX YEAR	PREVIOUS TAX BALANCE	PMT RCPTS	TURNOVER	DISCOUNT	DIST. INT.	FORE INT	1ST TIER	2ND TIER	REF. INT.	TAX CREDIT	ENDING TAX BALANCE
		PMT ADJS	TURNOVER	DISCOUNT	DIST. INT.	FORE INT	1ST TIER	2ND TIER	REF. INT.	ADJ CREDIT	
		VCHR ADJS	TURNOVER	DISCOUNT	DIST. INT.	FORE INT	1ST TIER	2ND TIER	REF. INT.	TX ROLL CREDIT	
2017-18	32,086,762.02	1,858,015.28	1,858,015.28	56,249.54	0.00	0.00	0.00	0.00	0.00	-1,914,264.82	30,171,608.08
		-275.00	-275.00	0.00	0.00	0.00	0.00	0.00	0.00	275.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,164.12	
2016-17	368,660.30	44,378.12	42,635.29	0.00	2,758.07	0.00	1,373.23	369.60	0.00	-39,877.22	328,146.78
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-636.30	
2015-16	179,467.00	13,518.25	12,398.56	0.00	1,784.66	0.00	886.12	233.57	0.00	-10,613.90	168,205.81
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-647.29	
2014-15	111,358.75	11,524.20	10,197.45	0.00	2,126.63	0.00	1,053.65	273.10	0.00	-8,070.82	102,488.65
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-799.28	
2013-14	8,518.19	4,344.70	3,732.36	0.00	994.11	0.00	490.13	122.21	0.00	-2,738.25	5,019.09
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-760.85	
2012-13	2,530.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,744.07
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-786.51	
2011-12	2,093.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,649.58
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-444.01	
2010-11	794.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	794.24
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PRIOR	3,100.82	400.00	298.59	0.00	173.61	0.00	83.91	17.50	0.00	-124.98	2,975.84
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		1,932,180.55	1,927,277.53	56,249.54	7,837.08	0.00	3,887.04	1,015.98	0.00	-1,975,689.99	30,782,632.14
		-275.00	-275.00	0.00	0.00	0.00	0.00	0.00	0.00	275.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,238.36	
<b>TOTALS</b>	<b>32,763,285.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-5,238.36</b>	
<b>ALL CATEGORY TOTALS (MEMO)</b>		<b>1,931,905.55</b>	<b>1,927,002.53</b>	<b>56,249.54</b>	<b>7,837.08</b>	<b>0.00</b>	<b>3,887.04</b>	<b>1,015.98</b>	<b>0.00</b>	<b>-1,980,653.35</b>	

NON-TAX	PREVIOUS BALANCE	RECEIPTS	TAX ADJUSTMENTS	ENDING BALANCE
2017-18	0.00	0.00	0.00	0.00
2016-17	6,440.00	1,343.00	0.00	5,097.00
2015-16	2,953.19	124.00	0.00	2,829.19
2014-15	1,927.31	0.00	0.00	1,927.31
2013-14	2,795.36	735.30	200.00	2,260.06
2012-13	609.00	0.00	0.00	609.00
2011-12	990.44	0.00	-381.44	609.00
2010-11	440.00	0.00	0.00	440.00
PRIOR	60.00	0.00	0.00	60.00
<b>TOTALS</b>	<b>16,215.30</b>	<b>2,202.30</b>	<b>-181.44</b>	<b>13,831.56</b>
<b>GRAND TOTAL</b>	<b>32,779,500.79</b>	<b>1,934,107.85</b>	<b>-181.44</b>	<b>30,845,211.50</b>

ACTIVITY SUMMARY	
LOCK BOX	0.00
TAPE EXCHANGE	0.00
PREPAID	5,794.52
DEPOSIT AT BANKS	0.00
EPAYMENT	0.00
REFUNDS	-275.00



## Current SIP Agreements

### Willow Energy 15 Year, Ending 2023

Year	CSF Amount	School Grant Payment (5years)	Additional Amt	Exempt Value
2009	\$ 280,829.53	\$40,000.00	\$0.00	
2010	\$ 293,275.69	\$40,000.00	\$0.00	
2011	\$ 204,507.55	\$40,000.00	\$0.00	\$52,097,860
2012	\$ 195,066.19	\$40,000.00	\$0.00	\$47,981,450
2013	\$ 175,241.68	\$40,000.00	\$0.00	\$44,583,950
2014	\$ 157,182.39	\$0.00	\$0.00	\$40,963,730
2015	\$ 145,580.57	\$0.00	\$0.00	\$38,024,740
2016	\$ 133,850.93	\$0.00	\$0.00	\$34,961,030
2017	\$ 120,325.01	\$0.00	\$0.00	\$32,144,530
2018	TBD	\$0.00	\$0.00	
2019	TBD	\$0.00	\$0.00	
2020	TBD	\$0.00	\$0.00	
2021	TBD	\$0.00	\$0.00	
2022	TBD	\$0.00	\$0.00	
2023	TBD		\$0.00	

### Caithness Shepards Flat 15 Year, Ending 2026

Year	CSF Amount	CREA Payment	Additional Amt	Exempt Value
2012	\$ 500,000.00	\$4,750.00		\$125,918,500
2013	\$ 500,000.00	\$21,500.00	\$ 1,316,171.28	\$250,987,500
2014	\$ 500,000.00	\$21,500.00	\$ 1,339,215.40	\$238,674,290
2015	\$ 500,000.00	\$21,500.00	\$ 1,213,473.94	\$224,805,470
2016	\$ 500,000.00	\$21,500.00	\$ 1,234,554.80	\$208,461,070
2017	\$ 500,000.00	\$21,500.00	\$ 1,204,247.28	\$199,252,370
2018	\$ 500,000.00	TBD	TBD	
2019	\$ 500,000.00	TBD	TBD	
2020	\$ 500,000.00	TBD	TBD	
2021	\$ 500,000.00	TBD	TBD	
2022	\$ 500,000.00	TBD	TBD	
2023	\$ 500,000.00	TBD	TBD	
2024	\$ 500,000.00	TBD	TBD	
2025	\$ 500,000.00	TBD	TBD	
2026	\$ 500,000.00	TBD	TBD	

**Echo Winds****15 Year, Ending 2023**

<b>Year</b>	<b>CSF Amount</b>	<b>Local Improvement Payment (5 years)</b>	<b>Additional Amt</b>	<b>Exempt Value</b>
2009	\$153,264.03	\$80,000.00		
2010	\$179,418.45	\$80,000.00		
2011	\$136,413.51	\$80,000.00		\$38,733,480
2012	\$95,132.85	\$80,000.00	\$18,872.27	\$24,969,415
2013	\$93,838.72	\$80,000.00	\$22,330.88	\$24,868,645
2014	\$72,579.59	\$0.00	\$43,016.46	\$19,705,580
2015	\$56,913.28	\$0.00	\$50,368.31	\$15,692,860
2016	\$58,437.33	\$0.00	\$56,056.75	\$16,113,090
2017	\$55,838.12	\$0.00	\$41,048.05	\$16,660,885
2018	TBD	\$0.00	TBD	
2019	TBD	\$0.00	TBD	
2020	TBD	\$0.00	TBD	
2021	TBD	\$0.00	TBD	
2022	TBD	\$0.00	TBD	
2023	TBD	\$0.00	TBD	

**PGE Carty Project****15 Year, Ending 2032**

<b>Year</b>	<b>CSF Amount</b>	<b>CREA Payment, \$100/Megawatt/Year</b>	<b>Additional Amt</b>	<b>Exempt Value</b>
2017	\$ 500,000.00	\$50,000.00	\$ 1,575,211.00	\$574,155,000
2018	\$ 500,000.00	\$50,000.00	\$ 1,647,194.00	
2019	\$ 500,000.00	\$50,000.00	\$ 1,724,294.00	
2020	\$ 500,000.00	\$50,000.00	\$ 1,806,877.00	
2021	\$ 500,000.00	\$50,000.00	\$ 1,895,330.00	
2022	\$ 500,000.00	\$50,000.00	\$ 1,670,073.00	
2023	\$ 500,000.00	\$50,000.00	\$ 1,771,553.00	
2024	\$ 500,000.00	\$50,000.00	\$ 1,880,247.00	
2025	\$ 500,000.00	\$50,000.00	\$ 1,996,669.00	
2026	\$ 500,000.00	\$50,000.00	\$ 1,921,369.00	
2027	\$ 500,000.00	\$50,000.00	\$ 2,054,936.00	
2028	\$ 500,000.00	\$50,000.00	\$ 2,197,999.00	
2029	\$ 500,000.00	\$50,000.00	\$ 2,351,233.00	
2030	\$ 500,000.00	\$50,000.00	\$ 2,515,363.00	
2031	\$ 500,000.00	\$50,000.00	\$ 2,691,162.00	

## CSF Distribution

<b>Willow Energy</b>	<b>2017</b>		<b>\$ 120,325.01</b>
CSF District Breakdown	Tax Rate	Percentage	CSF Monies
Morrow County	4.1347	28.41132%	\$34,185.92
Morrow County Health District	0.9950	6.83708%	\$8,226.72
Ione School District	4.0342	27.72074%	\$33,354.98
Ione School Bond	1.0850	7.45551%	\$8,970.84
Morrow County School Bond	0.9138	6.27912%	\$7,555.35
BMCC	0.6611	4.54271%	\$5,466.02
BMCC Bond	0.2136	1.46774%	\$1,766.06
Umatilla-Morrow ESD	0.6156	4.23006%	\$5,089.82
Port	0.0841	0.57789%	\$695.35
Ione RFD	0.7385	5.07456%	\$6,105.96
Willow Creek Park	0.3813	2.62008%	\$3,152.61
Willow Creek Park Bond	0.0000	0.00000%	\$0.00
Morrow County URD	0.4560	3.13337%	\$3,770.23
Ione-Lex Cemetery	0.2401	1.64983%	\$1,985.15
<b>Total</b>	<b>14.5530</b>	<b>100.0000%</b>	<b>\$120,325.01</b>

<b>Caithness Shepards Flat</b>	<b>2017</b>		<b>\$500,000.00</b>
CSF District Breakdown	Tax Rate	Percentage	CSF Monies
Morrow County	4.1347	27.61437%	138,071.85
Morrow County Health District	0.6050	4.04061%	20,203.05
Health District Local Option	0.3900	2.60469%	13,023.45
Port	0.0841	0.56168%	2,808.40
Willow Creek Park	0.3813	2.54658%	12,732.90
Willow Creek Park Bond	0.0000	0.00000%	0.00
Morrow County URD	0.4560	3.04548%	15,227.40
Morrow School Bond	0.9138	6.10299%	30,514.95
Ione School	4.0342	26.94316%	134,715.80
Ione School Bond	1.0850	7.24638%	36,231.90
Intermountain ESD	0.6156	4.11140%	20,557.00
Blue Mountain CC	0.6611	4.41528%	22,076.40
Blue Mountain CC Bond	0.2136	1.42657%	7,132.85
Ione-Lexington Cemetery	0.2401	1.60355%	8,017.75
Ione RFD	0.7385	4.93221%	24,661.05
Ione Library District	0.2500	1.66967%	8,348.35
Uma-Mor Radio Dist	0.1700	1.13538%	5,676.90
<b>Total</b>	<b>14.9730</b>	<b>100.0000%</b>	<b>500,000.00</b>

<b>Echo Winds</b>	<b>2017</b>		<b>\$55,838.12</b>
CSF District Breakdown	Tax Rate	Percentage	CSF Monies
Morrow County Health District	0.9950	37.3667%	20,864.86
Port	0.0841	3.1583%	1,763.54
Willow Creek Park	0.3813	14.3195%	7,995.74
Morrow County URD	0.4560	17.1248%	9,562.17
Boardman RFD	0.7464	28.0307%	15,651.81
<b>Total</b>	<b>2.6628</b>	<b>100.0000%</b>	<b>55,838.12</b>

<b>PGE</b>	<b>2017</b>		<b>\$500,000.00</b>
CSF Amount			\$500,000
Less 20% To Mo. Co. School			-\$100,000
Balance			\$ 400,000

CSF District Breakdown	Tax Rate	Percentage	CSF Monies
Morrow County Health District	0.605	13.48851%	53954.0276
Health District Local Option	0.39	8.69507%	34780.28226
Port	0.0841	1.87501%	7500.055738
Boardman RFD	0.7464	16.64103%	66564.10942
Morrow County URD	0.456	10.16654%	40666.17618
Intermountain ESD	0.6156	13.72483%	54899.33784
Blue Mountain CC	0.6611	14.73926%	58957.03743
Blue Mountain CC Bond	0.2136	4.76222%	19048.89305
Vector Control	0.1899	4.23383%	16935.32205
Vector Control LO	0.1	2.22951%	8918.021091
Uma-Mor Radio Dist	0.17	3.79016%	15160.63585
Oregon Trail Library	0.2536	5.65403%	22616.10149
<b>Total</b>	<b>4.4853</b>	<b>100.0000%</b>	<b>400,000.00</b>

## Current Enterprise Zone Agreements

### Columbia Plywood Corp (5 Year)

Code Area 10-4

Year	EZ Payment (To EZ II Board)	CSF	Bond Pmt (To EZ II Board)	Exempt Value
2014	\$15,000.00	None		\$664,610
2015	\$15,000.00	None	\$1,050.04	\$7,315,030
2016	\$15,000.00	None	\$942.83	\$6,732,080
2017	\$15,000.00	None	\$962.20	\$6,281,830
2018	\$15,000.00	To be Calcu. this year		

Code Area 25-4

### Columbia River Technologies (10 Year)

Year	EZ Payment (To EZ II Board)	Bond Pmt (To EZ II Board)	Exempt Value
2014	\$125,000.00		\$88,805,750
2015	\$250,000.00	\$92,475.00	\$89,481,920
2016	\$350,000.00	\$57,793.50	\$85,366,620
2017	\$425,000.00	\$63,112.50	\$82,504,870
2018	\$425,000.00		
2019	\$425,000.00		
2020	\$425,000.00		
2021	\$575,000.00		
2022	\$875,000.00		
2023	\$1,000,000.00		

Code Area 25-8

### ConAgra Foods/Lamb-Weston (15 Year Agreement)

Year	EZ Payment (To Enterprise Zone II Board)	Bond Pmt (To EZ II Board)	Exempt Value
2014	\$950,000.00		\$144,165,090
2015	\$950,000.00	\$217,213.50	\$211,719,140
2016	\$950,000.00	\$135,750.51	\$199,167,300
2017	\$950,000.00	\$148,244.25	\$190,417,240
2018	\$950,000.00		
2019	\$950,000.00		
2020	\$950,000.00		
2021	\$950,000.00		
2022	\$950,000.00		
2023	\$950,000.00		
2024	\$950,000.00		
2025	\$950,000.00		
2026	\$950,000.00		
2027	\$950,000.00		
2028	\$950,000.00		

<b>VADATA Exempt Value L &amp; C Site</b>	
<b>Year</b>	
<b>2012</b>	
<b>2013</b>	\$54,861,480
<b>2014</b>	\$246,787,030
<b>2015</b>	\$473,497,900
<b>2016</b>	\$705,851,230
<b>2017</b>	\$836,121,740
<b>2018</b>	

<b>VADATA Exempt Value Rippe Rd Site</b>	
<b>Year</b>	
<b>2013</b>	\$63,056,300
<b>2014</b>	\$158,701,250
<b>2015</b>	\$378,635,320
<b>2016</b>	\$497,666,600
<b>2017</b>	\$641,159,120
<b>2018</b>	

**VADATA ( 5 year Agreement 2013)**

<b>Year</b>	<b>EZ Payment (To Enterprise Zone II Board)</b>	<b>Bond Pmt (To EZ II Board)</b>	<b>Exempt Value</b>
2013	\$300,000.00		
2014	\$50,000.00		
2015	\$83,000.00	\$40,072.50	
2016	\$83,000.00	\$25,043.85	
2017	\$83,000.00	\$27,348.75	

**VADATA (L&C 5 year Agreement 2014)**

<b>Year</b>	<b>EZ Payment (To Enterprise Zone II Board)</b>	<b>Bond Pmt (To EZ II Board)</b>	<b>Exempt Value</b>
2014	\$74,958.16		
2015	\$246,770.93	\$135,547.32	
2016	\$467,362.81	\$131,641.94	
2017	\$629,981.72	\$143,757.55	
2018	Determined by Agreement		

**VADATA (Rippe Rd 5 year Agreement 2014)**

<b>Year</b>	<b>EZ Payment (To Enterprise Zone II Board)</b>	<b>Bond Pmt (To EZ II Board)</b>	<b>Exempt Value</b>
2014	\$65,888.72		
2015	\$252,670.27	\$142,305.00	
2016	\$412,100.69	\$108,998.13	
2017	\$546,747.42	\$119,029.73	
2018	Determined by Agreement		

**VADATA (L&C 5 year Agreement 2016)**

Year	EZ Payment (To Enterprise Zone II Board)	Bond Pmt (To EZ II Board)	Exempt Value
2017	\$115,200.93		
2018	Determined by Agreement		
2019	Determined by Agreement		
2020	Determined by Agreement		
2021	Determined by Agreement		

**VADATA (Rippe Rd 5 year Agreement 2016)**

Year	EZ Payment (To Enterprise Zone II Board)	Bond Pmt (To EZ II Board)	Exempt Value
2017	\$75,287.94		
2018	Determined by Agreement		
2019	Determined by Agreement		
2020	Determined by Agreement		
2021	Determined by Agreement		

**Kodiak Carbonics**

Year	EZ Payment (To Enterprise Zone II Board)	Bond Pmt (To EZ II Board)	Exempt Value
2016	None	None	No Claim Filed
2017	None	None	\$6,848,810
2018			

**Frederickson Farming**

Year	EZ Payment (To Enterprise Zone II Board)	Bond Pmt (To EZ II Board)	Exempt Value
2016	None	None	\$1,304,190
2017	None	None	\$1,304,190
2018			

**Total Pmt to EZ Board Excl. Bond**

<b>Year</b>	<b>Amount</b>
<b>2017</b>	<b>\$2,840,218.01</b>

**Bond Payments****2015 Bond Payments**

BMCC	\$121,306.78
Boardman Park	\$566,303.45
	<u>\$687,610.23</u>

**2016 Bond Payments**

BMCC	\$124,931.41
Boardman Park	\$372,844.64
	<u>\$497,776.05</u>

**2017 Bond Payments**

BMCC	\$115,527.83
Boardman Park	\$386,927.16
	<u>\$502,454.99</u>