

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, November 29, 2017 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 4. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated November 30th; Manual Check to Pioneer Construction dated November 20th
 - b. Minutes: BOC Regular Meetings of November 1st & 8th; **Exec. Session of 11-1-17**
 - c. Order Number OR-2017-9: Correcting Road Name Inconsistencies Along Columbia Avenue and Columbia Lane
 - d. Annual Renewal of Property Use License between Oregon State University and Morrow County Parks to conduct Oregon ATV Safety Youth Rider Endorsement Classes
 - e. Approve Three Tax Refunds Due to Taxpayer Overpayment **4f. JRI Grant Award**
- 5. Business Items**
 - a. Neighborhood Center of South Morrow County Update (Lisa Patton, Neighborhood Center Coordinator)
 - b. Discussion - Reduce Redemption Period for Property (Mike Gorman, Assessor/Tax Collector; Justin Nelson, County Counsel)
 - c. Commissioner/Department Liaison Discussion (Kim Cutsforth, Interim Administrative Officer)
 - d. Sheriff's Office Collective Bargaining Agreement (Karen Wolff, Human Resources Director)
 - e. Review Bids for Compact Track Loader; Award Bid (Matt Scrivner, Assistant Road Master)
- 6. Department Reports**
 - a. Road Department Monthly Report (Matt Scrivner, Assistant Road Master)
 - b. Sheriff's Office Monthly Report (Melissa Ross, Administrative Lieutenant)
 - c. Juvenile Department Quarterly Written Report
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Adjournment**

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

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

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

Morrow County Board of Commissioners Meeting Minutes
November 1, 2017
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Melissa Lindsay

Commissioner Don Russell

Commissioner Jim Doherty

Kim Cutsforth, Interim Administrative
Officer

Kate Knop, Finance Director

Karen Wolff, Human Resources Director

Justin Nelson, County Counsel

Richard Toyey, County Counsel

Roberta Lutcher, Executive Assistant

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

City and Citizen Comments: No comments

Open Agenda: Request to add to Consent Calendar - Port of Morrow letters of support

Consent Calendar

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

1. *Accounts Payable dated November 2nd in the amount of \$248,555.30; Payroll Payables, Immediates & Electronic dated October 24th*
2. *BOC Regular Meeting Minutes of October 11th and 18th*
3. *CareVan Good Shepherd Purchase Service Agreement, effective July 1, 2017 through June 30, 2019*
4. *ODS Community Health, Inc. Participating Provider Agreement; effective upon signature by all parties*
5. *Resolution R-2017-29: In the Matter of Transferring Appropriations within the Morrow County Road Fund, Pursuant to ORS 294.463(1), which increases expenditures in the Morrow County Road Fund by \$210,000 to purchase equipment*
6. *Resolution R-2017-30: In the Matter of Acknowledging Morrow County's Policy for Retirement Benefit Estimates*
7. *Personal and Professional Services Contract for Plumbing Services with Blue Mountain Plumbing, LLC; effective upon signature by all parties for three years*
8. *Personal and Professional Services Contract for Electrical Services with Wight's Electric; effective upon signature by all parties for three years*
9. *Oregon Department of Transportation 2017 Fund Exchange Agreement No. 32127*
10. *Letters in support of Port of Morrow grant applications to two U.S. Department of Transportation programs (Transportation Investment Generating Economic Recovery; Infrastructure for Rebuilding America)*

9:02 a.m. Public Hearing

Supplemental Budget Action, Victim/Witness Fund, Resolution R-2017-28

Chair Lindsay called for abstentions or conflicts of interest; each Commissioner said there were no reasons to abstain and no conflicts of interest. The Staff Report was then provided by Kate Knop, Finance Director, and background information was provided by Justin Nelson, District Attorney.

Ms. Knop explained the Victims of Crime Act (VOCA) and Criminal Fines Account (CFA) grant applications became available after the Fiscal Year 2017-18 Budget was adopted. The additional VOCA/CFA funds now anticipated will increase the Victim/Witness Fund by \$26,449. In addition, the grant requires a match from the General Fund in the amount of \$11,482, however, a total of \$30,000 is requested to support the Victim/Witness Advocate position to balance the budget. District Attorney Justin Nelson then provided additional background information.

Chair Lindsay and Commissioner Doherty voiced concerns that the direction from last spring's Budget Hearings was the Victim/Witness position, held by Deona Siex, was to remain grant funded and not supported by the General Fund.

After receiving no responses to calls for testimony by proponents or opponents, Chair Lindsay closed the Public Hearing.

Commissioner Russell moved to approve Resolution Number R-2017-28 – In the Matter of Appropriations for Fiscal Year beginning July 1, 2017. (The Supplemental Budget Resolution increases the Victim/Witness Fund budget by \$67,249, which includes the VOCA/CFA Non-Competitive Grant revenue in excess of the adopted budget in the amount of \$26,449; a General Fund transfer-in of \$30,000; and an increase in the Beginning Fund Balance for the VOCA One-Time Grant carry-over increase in the amount of \$10,800.) Discussion: Commissioner Doherty asked Mr. Nelson if grant revenue will be unknown when this budget is presented each year during Budget Hearings. Mr. Nelson replied he estimated amounts in the past, and said he would like to see this position fully funded by the General Fund. Commissioner Doherty said if this position becomes General Fund supported, it would be with the caveat grants still be obtained. Mr. Nelson said that could be an option but he didn't know if the grant funds could go to the General Fund. Chair Lindsay said the Board has been clear that grant-supported positions should not move to the General Fund. Commissioner Doherty said every effort needs to be made to achieve grants. Mr. Nelson said he would find a use for grant funds either through direct victim services, housing, transportation, etc. Unanimous approval.

Business Items

Review End Dump Trailer Bids; Award Bid

Burke O'Brien, Public Works Director

Matt Scrivner, Assistant Road Master

After reviewing the bids, Mr. Scrivner said Public Works recommends awarding the bid to Northwest Equipment Sales in Hermiston rather than the low bid from Utility Truck & Equipment in Boise, Idaho. He said the following reasons justify Northwest Equipment's

\$9,000 difference –their earlier delivery date; free delivery to Lexington versus multiple trips to Idaho to pick up the equipment; better installation options on the trucks; and no travel expenses to Idaho for future maintenance issues.

Based upon the recommendation of Public Works, Commissioner Doherty moved to accept the bid from Northwest Equipment Sales in the amount of \$209,292 for End Dump Trailers. Commissioner Russell seconded. Unanimous approval.

Review Purchase Pre-Authorization Request for End Dump Trailers

Commissioner Doherty moved to approve the Purchase Pre-Authorization Request for three End Dump Trailers, Wet Kit Installations and Fifth Wheel Locks on four Public Works trucks from Northwest Equipment Sales, Hermiston, in the amount of \$209,292. Commissioner Russell seconded. Unanimous approval.

Review Bids to Remove/Replace Soil at the Indoor and Outdoor Arenas at the Fairgrounds; Award Bid

Burke O'Brien, Public Works Director

Sandi Pointer, Public Works Management Assistant

Mr. O'Brien said the funds for the project will come from the Howard & Beth Bryant Foundation. Ms. Pointer reviewed the bids and recommended awarding to Miller and Sons. It was noted the need for the soil replacement is because the existing soil produces a very fine dust that is easily inhaled.

Commissioner Russell moved to award the bid for soil removal and replacement at the indoor and outdoor arenas at the Fairgrounds to Miller and Sons and directed staff to draft the necessary contract in the amount of \$20,390. Commissioner Doherty seconded. Unanimous approval.

Public Works Organizational Structure

Karen Wolff, Human Resources Director

Burke O'Brien, Public Works Director

Ms. Wolff said due to Mr. O'Brien's impending retirement on November 30th, now may be a good time to look at the organizational structure within Public Works. Discussion. After hearing Mr. O'Brien's assessment that the current structure has proven effective, the Commissioners determined changes were not necessary.

The Board also discussed the recruitment process for a new Public Works Director. The recommendation emerged to first conduct an internal recruitment. Interim Administrative Officer, Kim Cutsforth, and Mr. O'Brien were tasked with forming a committee to review the applications received from the internal recruitment.

Board of Commissioners November Meeting Schedule

The Board decided the November schedule will be altered as follows:

- November 15th will be a brief call-in meeting to approve the Consent Calendar because the Commissioners will be in Eugene for the Association of Oregon Counties Annual Conference.
- November 22nd – no meeting
- The Board will meet November 29th to make up for cancelling November 22nd. (November 29th is a fifth Wednesday and BOC meetings are not typically held on a fifth Wednesday.)

Surveyor Compensation Discussion

Karen Wolff, Human Resources Director

Stephen Haddock, County Surveyor

As stated by Ms. Wolff, the question to be determined is whether the elected Surveyor is to be compensated as a fee-based official or as an employee like the other Elected Officials. After extension conversations, the Board opted to have the Internal Revenue Service make the determination through a request process it has available, but it could take up to six months. Ms. Knop will fill out the pertinent IRS form as soon as possible, to be reviewed by Mr. Haddock and Commissioner Russell prior to submission.

The subject of whether or not the Surveyor position should be elected or appointed was brought up by Clerk Bobbi Childers. She recounted events going back to 2009 when Senate Bill 344 gave counties the option of maintaining an elected Surveyor or making it an appointed position. She said she notified the County in 2009 that for ballot preparation purposes, a decision would need to be made. However, she said, when a decision wasn't made, she listed the Surveyor position on the ballot in 2012, and continued to do so in subsequent elections. She asked the current Board to research the situation and come forward with a decision.

After discussions continued on several other topics, the Board requested to continue the elected versus appointed discussion to Mr. Haddock's next quarterly report in January.

Department Reports

Surveyor's Quarterly Report

Stephen Haddock, County Surveyor

Some items from his report included:

- Continuing efforts to make Morrow County records more complete. Mr. Haddock researched records from several different sources and found surveys that have gone unrecorded in Morrow County for years.
- The Heppner Area Public Land Corner Remonumentation Project was completed in September. The survey reviewed 25 public land survey corners; 22 needed to be brought up to modern monumentation standards; 14 had more than one monument reported to be the same corner point. Future surveys in the Heppner area should now have continuity and stability.

Administrative Officer Monthly Report

Kim Cutsforth, Interim Administrative Officer

Some items from her report included:

- Worked with County Counsel to prepare an earnest money agreement with the Tallman family in Boardman for the purchase of Public Works property. The property is now in escrow. It will need to be replatted and the planning process has begun with the City of Boardman. Estimated closing date is December 1st, if approvals have been received from the City of Boardman and the Department of Environmental Quality, and all other conditions have been met.
- Meetings took place with Ms. Knop and the Ronda Fox, Finance Management Assistant, to discuss moving Payroll and other employee benefits to Human Resources. Tony Clement, General Maintenance Supervisor, was also brought in to discuss possible office configuration changes.

Treasurer's Monthly Report

The written report from Treasurer Gayle Gutierrez was reviewed. (She attended the majority of the meeting but had to leave before this agenda item in order to meet an office deadline.)

Finance Department Quarterly Report

Kate Knop, Finance Director

Some items from her report included:

- Budget Fiscal Year 2017-2018 Update
- Following their site visit, the independent auditors will conduct an exit interview via telephone in the near future. The Board will receive notice of that meeting.
- Timeline anticipated for several policy updates

Assessment & Tax Quarterly Report

Mike Gorman, Assessor/Tax Collector

Mr. Gorman reviewed the following reports:

- 2017-18 Tax District Totals – County and District Values
- 2017-18 Statement of Taxes – County and District Taxes to be Received - \$32,086,762.02
- 2017-18 Tax Rates Overall – Specifically Morrow County School District
- 2017-18 Top 20 Tax Payers
- 2017-18 Taxes Collected as of October 29, 2017 - \$1,934,107.85
- 2017-18 Strategic Investment Program (SIP) monies to be received
- 2017-18 Enterprise Zone Amounts

Mr. Gorman noted the total amount to be collected for the General fund is \$8,313,200.31; whereas the budgeted amount was \$6,800,000. There will be some carryover, he said.

Recessed: 12:30 p.m.

Reconvened: 1:30 p.m. for Site Visit and Tour of the Morrow County Museums

Reconvened at Bartholomew Building: 3:40 p.m.

Commissioner Reports

Transitional Housing

General discussion of transitional housing and the requirements of Morrow County and the Sheriff's Office to provide such. The Commissioners would like more information about this topic.

Association of Oregon Counties Annual Conference

General discussion of the Product Tasting event. Commissioner Russell will pick up and transport the product. General discussion of who will help with set up and serving.

Commissioners agreed they would like to have a dinner on Wednesday evening of the conference and invite all Morrow County attendees. Ms. Wolff will coordinate.

Prior to convening in Executive Session the Board announced they did not anticipate any decisions to be made after the Executive Session.

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

8:10 p.m. – Closed Executive Session

Morrow County Board of Commissioners Meeting Minutes
November 8, 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

Call to Order and Pledge of Allegiance: 9:03 a.m.

City and Citizen Comments: No comments

Open Agenda: Interim Administrative Officer Kim Cutsforth asked to provide updates on several topics following her update on the north end facility planning proposals. Human Resources Director Karen Wolff requested a discussion to review the previously established recruitment process for the County Administrator.

Consent Calendar

Commissioner Doherty requested to remove the Accounts Payable from the Consent Calendar for further discussion.

Commissioner Russell moved to approve the following items in the Consent Calendar, noting the Accounts Payable were removed for discussion:

1. *Manual Check dated October 30th; Community Bank, Bartholomew Building Loan Payment; Payroll Payables, Monthlies dated November 1st; November Retirement Taxes dated November 3rd; 2017 Q3 SUTA/WBF Quarterly Payment dated October 26th*
2. *Board of Commissioners Regular Meeting Minutes of October 25th*

Commissioner Doherty seconded. Unanimous approval.

Accounts Payable

Commissioner Doherty and Chair Lindsay both questioned the Columbia Basin Electric Coop bills for the County Parks. Chair Lindsay also asked if Public Works' "Weekly Shop Laundry" charge from Aramark Uniform Services, Inc. in the amount of \$296.01 is a service that is put out to bid. Ms. Cutsforth said she would look into both matters.

Commissioner Doherty moved to approve the Accounts Payable dated November 9th in the amount of \$154,514.96. Commissioner Russell seconded. Unanimous approval.

Business Items

Update on a Request to File a Market Modification Petition with the Federal Communications Commission

Richard Tovey, County Counsel

Justin Nelson, County Counsel, via telephone

After listening to Mr. Nelson's recitation of the pros and cons of filing a petition, with staff time and expense being the primary concern, the Board decided to take no further action on the request. The request came about as a result of the September 27th BOC Meeting where Janet Greenup complained about DirecTV switching Morrow County subscribers from the Portland market to the Yakima/Tri-Cities market. Although Ms. Greenup opted to switch to a different provider that still offered the Portland channels (Dish TV), she wanted to make the Board aware that an option for recourse existed for County government entities. Commissioner Russell did comment it might be less costly for people to contact Oregon's Congressional Delegation to take up the cause.

Update on Proposals Submitted for North End Facility Planning

Kim Cutsforth, Interim Administrative Officer

Ms. Cutsforth recommended the Board conduct telephone interviews with the companies that submitted proposals. She said she will work with County Counsel to determine if the interviews should be conducted in executive session and report back.

Update on Proposed Reorganization of Human Resources and Finance Departments

Ms. Cutsforth said the architect for the Bartholomew Building was contacted about the feasibility of adding windows to the rooms that could become the HR and Payroll Offices and the response was positive. She explained the idea for the reorganization started with former Administrative Officer Jerry Sorte and she is now requesting approval to move forward with gathering the necessary information so the Board can make a decision one way or the other. Discussion ensued. Commissioner Doherty requested the topic be taken up again on November 29th and cost numbers be provided.

Update on Commissioner/Department Director Liaison Proposal

Ms. Cutsforth said she would like to present a more thorough analysis at the November 29th meeting as to how this might take shape. The idea is to have Commissioners assigned to certain departments to more closely interact with that department and the County Administrator. The Board agreed to hearing the presentation on November 29th.

Review Veterans Services Office Temporary Office Assistant Position Request

Linda Skendzel, Veterans Services Officer

Karen Wolff, Human Resources Director

Ms. Skendzel outlined the needs in her office and the advantages of a part-time assistant. After discussion, Ms. Wolff clarified the request is to hire a temporary Office Assistant for about six months, and then as the next budget cycle approaches, the position will be reviewed to see if it will remain part-time temporary or become permanent.

Commissioner Doherty moved to approve the creation of, and job description as submitted for, Office Assistant – Veterans; further stipulating it will be on a part-time interim basis and will be reevaluated in approximately six months to see if it might become full-time. Commissioner Russell seconded. Unanimous approval.

Commissioner Russell moved to approve establishing the Office Assistant - Veterans position at Pay Range 3, Step 1 of the General Employee Wage Scale (\$13.49 per hour). Commissioner Doherty seconded. Unanimous approval.

Department Reports

Veterans Representative Quarterly Report

Linda Skendzel, Veterans Services Officer

Ms. Skendzel reviewed her report. Commissioner Doherty mentioned he will be helping at the Boardman Community Thanksgiving Dinner and asked Ms. Skendzel if outreach materials could be made available at that function. She said she would be happy to do so, and added a great deal of the referrals to her office are from word of mouth.

Planning Department Monthly Report

Stephanie Loving, Planner I

Stephen Wrecics, GIS Planning Tech

On behalf of Planning Director Carla McLane, who was unable to attend, Ms. Loving and Mr. Wrecics requested permission to move forward on several planning-related items. The Board approved moving forward on an Order to clarify the discrepancies surrounding Columbia Lane and Columbia Avenue, and to reengage the Columbia River Heritage Trail Stakeholders. However, pending additional clarification from Ms. McLane, they tabled moving forward on the Natural Hazards Mitigation Plan Advisory Committee's proposed Wildfire Response Exercise, and the proposed amendments to Articles 4 and 5 of the Morrow County Zoning Ordinance.

Commissioner Russell moved to direct Planning Staff and County Counsel to draft an Order to clear up discrepancies with Columbia Lane and Columbia Avenue. Commissioner Doherty seconded. Unanimous approval.

Human Resources Review of County Administrator Recruitment Process

Karen Wolff, Human Resources Director

Ms. Wolff reviewed her September 8th memo concerning the recruitment process and focused on the point at which the County now finds itself in the process – a face-to-face interview with the possibility of an offer after that. Discussion. The Board designated Chair Lindsay to negotiate contract details when, and if an offer is extended.

Extension of Interim Administrative Officer's Contract

Ms. Cutsforth said her contract has an end date of November 16th. Commissioner Russell suggested it be extended through the end of November. The Contract Extension will be brought forth to next week's Consent Calendar.

Correspondence

- Letter of November 2nd from David Sykes, Publisher, Heppner Gazette-Times, in which he took exception with the Board's October 18th 7:30 a.m. Business Meeting and the public notice of it. He questioned the need to hold Business Meetings when the items could be taken up at the Regular 9:00 a.m. BOC Meetings. He also pointed out that Oregon Public Meeting Law requires meeting notices to contain "a list of principal subjects anticipated to be considered at the meeting," which the agenda for that meeting did not have. Discussion – The Commissioners admitted the agenda should have listed the topics said and that mistake will not be made going forward. Chair Lindsay clarified the agenda went out for the meeting but it just listed "Open Agenda," and minutes were taken and posted (website and email list on October 25th). The Commissioners defended the less-structured format of the Business Meeting and insisted it was not held at 7:30 a.m. to prevent people from attending. Chair Lindsay explained the Commissioners live in different geographic areas of the County and it made sense to schedule it on a day they would all be in the same location anyway for the Regular Meeting. Commissioner Russell said it had the added advantage of a definite end time since the Regular Meetings start at 9:00 a.m., whereas an evening meeting would not. Regarding public input, Chair Lindsay said the Board takes public comment at every Wednesday 9:00 a.m. Regular Meeting and the 7:30 a.m. Business Meeting is meant to be a round-table style work session for the Commissioners and staff, but it is a public meeting open to anyone. The earlier morning meeting is intended to increase transparency so there will not be the appearance the Commissioners had illegal conversations amongst themselves, said Chair Lindsay. In addition, if conversations can take place with staff and topics thoroughly vetted prior to the Regular Meeting, it means shorter meeting times for the public and staff who attend and wait for their agenda items at the Regular Meetings. The Commissioners emphasized decisions will not be made at Business Meeting, rather they will continue to take place at Regular Meetings. Mr. Sykes thanked the Board for the explanations and the Commissioners reiterated future agendas will contain the topics to be discussed.

Commissioner Report

- Commissioner Russell brought up the meeting schedule for next week's Association of Oregon Counties (AOC) Annual Conference in Eugene so the Commissioners could ensure proper representation at the various meetings.
- Commissioner Doherty said he's been lobbying for the AOC Second Vice President post and the election will take place next week. He also discussed a phone conversation with Mike Cooper, Lamb Weston, about transit needs in north County. He said the two plan to meet and he will provide a follow-up report to the Board.

Recessed: 11:14 a.m.

1:00 p.m. – Reconvened

Executive Session – Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent

2:17 p.m. Closed Executive Session

Commissioner Russell said he is in favor of extending an offer of employment to this candidate.

Commissioner Doherty said he is in favor of extending an offer of employment to this candidate.

Chair Lindsay said she is in favor of extending an offer of employment to this candidate.

Commissioner Doherty moved to remove the Budget Officer duties from the County Administrator job description. Commissioner Russell seconded. Unanimous approval.

Commissioner Doherty moved to offer the position of County Administrator to Darrell Green and authorize Chair Lindsay to negotiate on behalf of the Commissioners. Commissioner Russell seconded. Unanimous approval.

Ms. Bates thanked the Commissioners for allowing her to be a part of the recruitment process.

Adjourn 2:25 p.m.

DRAFT



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

Item #
 4C

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

Staff Contact: Carla McLane and Stephen Wrecsics Phone Number (Ext): 541.922.4624 (5505)
 Department: Planning Requested Agenda Date: November 29, 2017
 Short Title of Agenda Item: **Columbia Avenue and Columbia Lane; Adoption of Order OR-2017-9.**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane	November 20, 2017	Department Head	Required for all BOC meetings
_____	DATE	Admin. Officer/BOC Office	Required for all BOC meetings
Rich Tovey via email	November 16, 2017	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

As discussed by the Board of Commissioners on November 8th, 2017, it was decided to correct inconsistencies concerning predirection and street suffixes along Columbia Avenue from west of the wildlife refuge to Boardman city limits, and Columbia Lane from Irrigon city limits to Patterson Ferry Road. This order will allow for distinctions to be made between the two sections of the old highway currently referred to, inconsistently, as either Columbia Avenue or Columbia Lane.

2. FISCAL IMPACT:

Postage costs related to affected landowner notice. No road sign replacement is anticipated or required at this time.

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

Consent Agenda Item.

If this item is removed from the Consent Agenda for discussion, the following motion would apply:

Move to approve Order Number OR-2017-9 - In the Matter of Correcting Road Name Inconsistencies along Columbia Avenue and Columbia Lane

Attach additional background documentation as needed.

From: [Richard Tovey](#)
To: [Stephen Wrecsics](#); [Justin Nelson](#)
Cc: [Carla McLane](#)
Subject: RE: OR-2017-9 Columbia Lane, Approve at to Form.
Date: Thursday, November 16, 2017 3:23:39 PM

Makes sense. Thanks-

From: Stephen Wrecsics
Sent: Thursday, November 16, 2017 3:23 PM
To: Richard Tovey <rtovey@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>
Cc: Carla McLane <cmclane@co.morrow.or.us>
Subject: RE: OR-2017-9 Columbia Lane, Approve at to Form.

Rich,

This is mostly for the front end of addressing (as requests come in), but this is a minor address correction that will not change any numbering along Columbia only the suffix. The biggest change will be with Boardman Foods who decided to change their suffix from Avenue to Boulevard based on incorrect information from Google Maps, and correction of suffix names found on Assessors Maps.

Thanks,

Stephen Wrecsics

GIS Planning Technician | Planning Department
Morrow County, Oregon

A: P.O. Box 40, Irrigon Oregon 97844

P: 541.676.9061 x 5504

W: www.co.morrow.or.us

From: Richard Tovey
Sent: Thursday, November 16, 2017 3:08 PM
To: Stephen Wrecsics <swrecsics@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>
Cc: Carla McLane <cmclane@co.morrow.or.us>
Subject: RE: OR-2017-9 Columbia Lane, Approve at to Form.

Stephen-

I read through the order and I have no concerns with the form or content and the order appears to contain all of the information that was provided to the commissioners. Have any of the folks along that stretch of road that are using the wrong address been contacted?

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: Stephen Wrecsics
Sent: Thursday, November 16, 2017 3:02 PM
To: Richard Tovey <rtovey@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>
Cc: Carla McLane <cmclane@co.morrow.or.us>
Subject: OR-2017-9 Columbia Lane, Approve at to Form.

Mr. Tovey and Mr. Nelson,

Please find attached OR-2017-9 regarding inconsistencies along Columbia Avenue. The draft order was brought in front of the Board of Commissioners on the 8th of November with Mr. Tovey in attendance and was approved to be placed on the consent agenda for the 29th of November. Please review and approve as to form with return to myself and Carla McLane. Thank you, and please don't hesitate to contact me with any questions or concerns regarding this matter.

Regards,

Stephen Wrecsics

GIS Planning Technician | Planning Department
Morrow County, Oregon

A: P.O. Box 40, Irrigon Oregon 97844

P: 541.676.9061 x 5504

W: www.co.morrow.or.us

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

IN THE MATTER OF CORRECTING)
ROAD NAME INCONSISTENCIES)
ALONG COLUMBIA AVENUE AND)
COLUMBIA LANE.)

Order Number: OR-2017-9

The matter coming before the Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon, during its regularly scheduled business meeting on November 08, 2017; and

WHEREAS, the County Court adopted Ordinance MC-C-3-92 on May 13, 1992, titled the “Road Naming and Rural Addressing Procedures Ordinance” which established the policy by which the names of roads in Morrow County are determined and established the procedures to name such roads; and

WHEREAS, the County Court adopted Ordinance MC-C-9-96 on August 7, 1996, titled the “Rural Road Naming Ordinance” which adopted the list of approved roads within Morrow County and their names; and

WHEREAS, it was brought to the attention of Planning staff that naming inconsistencies exist along Columbia Avenue and Columbia Lane. These inconsistencies concern predirection and street suffixes along Columbia Avenue from west of the wildlife refuge to Boardman city limits, and Columbia Lane from Irrigon city limits to Paterson Ferry Road; and

WHEREAS, during research of addressing practices and seeking some historical reference it appears that distinctions need to be made between the two sections of the old highway currently referred to, inconsistently, as either Columbia Avenue or Columbia Lane; and

NOW THEREFORE BE IT ORDERED

- That the portion of Columbia from Paterson Ferry Road east to the Irrigon city limits be named Columbia Lane.
- That the portion of Columbia from Boardman city limits east to the wildlife refuge be named Columbia Avenue.
- That no portion of Columbia Lane or Columbia Avenue within unincorporated Morrow County contain predirections, e.g., west or east.

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 29th DAY OF NOVEMBER 2017.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Attest:

Bobbi Childers, County Clerk

Approve as to Form:

Morrow County Counsel



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: Greg Close Phone Number (Ext): 541-240-1741
Department: Public Works/Parks Requested Agenda Date: 11/29/2017
Person Attending BOC Meeting (REQUIRED): Consent agenda - Greg available by phone
Short Title of Agenda Item: annual renewal of Oregon ATV Property Use Agreement

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: Oregon ATV Safety
Contractor/Entity Address: 3893 SW Airport Way, Redmond, OR 97756
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. ISSUES, BACKGROUND, AND DISCUSSION:

This is an annual agreement with Oregon ATV Safety for a property use agreement for youth safety training at the OHV Park. Greg Close is the usual signer and is asking for a review and consent to sign the agreement again

2. OPTIONS:

3. FISCAL IMPACT:

0

4. STAFF RECOMMENDATION:

consent for Greg to renew this agreement and sign

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

motion to approve the annual renewal of Oregon ATV Property Use Agreement

Attach additional background documentation as needed.



Oregon ATV Safety, 3893 SW Airport Way, Redmond, OR, 97756,
Tel: 541.548.6088 | Fax: 541.548.8919 | Cell: 541-480-1248
oregonatvsafety@oregonstate.edu

11/14/17

Morrow County Public Works Dept.
ATTN: Morrow County Parks
PO Box 428.
Lexington, OR 97839
541-989-8214
mcparks@co.morrow.or.us

Dear Kirsti,

On behalf of the Oregon ATV Safety Youth Rider Endorsement Program, please accept my thanks and gratitude for the use of your property this past year. It will soon be time to renew Property Use License Agreements for 2018.

The Certificate of Insurance that we have from you is current until July 1, 2018. At that time we will need a copy of the new COI.

The COI from OSU is still in effect until July 1, 2018. I will send you a copy of Oregon State University's new COI when I receive it.

I am attaching a copy of the 2018 Property Use License Agreement. Please sign, date, and list your title on the Property Use License, and return it to me.

Thank you again for your support.

Shelly Creach

Shelly Creach for David White
David J. White, Ph.D.
Associate Professor, School of Social and Behavioral Health Sciences
Director, Oregon ATV Safety
3893 SW Airport Way
Redmond, OR 97756

PROPERTY USE LICENSE

THIS PROPERTY USE LICENSE ("LICENSE") is entered into by and between OREGON STATE UNIVERSITY, hereinafter called UNIVERSITY, and Morrow County Parks, hereinafter called LICENSOR.

WITNESSETH:

WHEREAS, UNIVERSITY has need of the following property to conduct Oregon ATV Safety Youth Rider Endorsement classes; and

WHEREAS, LICENSOR has property available and is willing to let UNIVERSITY use it;

NOW THEREFORE, in consideration of the mutual premises hereinafter contained, the parties agree to the following conditions:

1. LICENSOR will provide the following property: Property located at Morrow County OHV, 71000 E. Morphine Lane, Heppner, OR 97836, for use of Oregon ATV Safety Youth Rider Endorsement classes with supervision provided by UNIVERSITY.
2. LICENSOR is willing to allow UNIVERSITY to use the property without charging a fee for the usage.
3. The period of performance under this LICENSE shall commence on January 1, 2018 and terminate on December 31, 2018.

The terms on Exhibit A are made a part of this LICENSE.

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

LICENSOR:
Morrow County Public Works Dept.
ATTN: Morrow County Parks
PO Box 428.
Lexington, OR 97839
541-989-8214
mcparks@co.morrow.or.us

UNIVERSITY:
OREGON STATE UNIVERSITY

Name: _____ Date
Title:

Nicole Neuschwander _____ Date
Director, Leasing

Exhibit A

STANDARD TERMS AND CONDITIONS

1. RELATIONSHIPS - UNIVERSITY and LICENSOR intend that their relationship at all times and for all purposes under this LICENSE be independent. Neither party is to be considered an agent or employee of the other party for any purpose.

2. EXCUSE FOR NONPERFORMANCE - Neither party shall be held in default for delay or failure to perform caused by unforeseeable events which are beyond the control of the party and which are substantially of the following nature: labor dispute, acts of God, legal acts of public entities, or unusually long delays by public carriers.

3. INSURANCE – UNIVERSITY is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the limits and conditions of the Oregon Tort Claims Act (ORS 30.260 – 30.300). A certificate of insurance will be provided upon request. UNIVERSITY does not waive the right of subrogation.

LICENSOR shall secure at its own expense and keep in effect during the term of this LICENSE, general liability insurance, including contractual liability and completed operations, with minimum limits of \$1,000,000 per occurrence. This insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. A Certificate of Insurance will be provided to UNIVERSITY.

4. INDEMNITY --

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, UNIVERSITY agrees to be responsible for damage or third party liability which may arise from its use of the Property, to the extent liability arises out of the negligence of the UNIVERSITY, its officers, board members divisions, agents and employees. UNIVERSITY shall not be required to indemnify or defend LICENSOR for liability arising out of the negligent acts of LICENSOR, its officers, contractors, employees or agents.

LICENSOR shall indemnify and hold harmless the UNIVERSITY as named in this Property Use License, including its officers, board members divisions, agents and employees, from all claims, suits, or actions of any nature resulting from the negligent acts of the LICENSOR, its officers, contractors, employees or agents under this Property Use License.

5. TAX COMPLIANCE CERTIFICATION - LICENSOR hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of LICENSOR's knowledge, LICENSOR is not in violation of any of the tax laws described in ORS 305.380(4).

6. TERMINATION - This LICENSE may be terminated immediately by mutual consent of both parties or by either party upon thirty (30) days prior written notice. This LICENSE may be terminated for default by either party upon ten (10) days written notice.

7. GOVERNING LAW - This LICENSE shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be filed in the Circuit Court for Morrow County, Oregon.

8. THIS LICENSE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS LICENSE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

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

3 refunds due to overpayment by tax payer.

2. FISCAL IMPACT:

None

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

Approve refunds

Attach additional background documentation as needed.

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

**No. 17-35
Tax Year 2017-18
Acct. # 3194**

Property Owner & Refund to :

Kaizen Holdings, LLC
80702 Paterson Ferry Rd
Irrigon, Oregon 97844

Tax Payer:

Frederickson Farming, LLC
80702 Paterson Ferry Rd
Irrigon, Oregon 97844

Receipt # 250956

Date paid 11/14/2017

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
49,971.89	52,940.37	-1,499.16	51,441.21	49,971.89	-1,499.16	48,472.73	0.00	0.00	2,968.48	0.00	2,968.48

Reason: Overpayment

Approved: _____ 2017

Commissioner

Commissioner

Commissioner

699-699-5-70-7075



Michael Gorman, Tax Collector

Date 11-21-17

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

**No. 17-33
Tax Year 2017-18
Acct. # 70615**

Property Owner & Refund to :

Waste Connections US, INC DBA
Finley Buttes LTD Partnership
c/o Harding & Carbone, Inc.
1235 North loop W Ste 205
Houston, TX 77008

Tax Payer:

Waste Connections, Inc.
3 WaterWay Square Place, Suite 110
The Woodlands, TX 77380

Receipt # 251672

Date paid 11/20/2017

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
49,915.94	180,280.54	-1,497.48	178,783.06	49,915.94	-1,497.48	48,418.46	0.00	0.00	130,364.60	0.00	130,364.60

Reason: Paid 3 Port of Morrow Accounts that were already paid. Overage placed here so Waste Connections could get the refund since it was their check.

Approved: _____ 2017

Commissioner

699-699-5-70-7075



Michael Gorman, Tax Collector

Commissioner

Date 11-20-17

Commissioner

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

No. 17-27
Tax Year 2017-18
Acct. # 4426

Refund to :
CoreLogic
1 CoreLogic Dr
Westlake, TX 76262

Owner: David & Maria Richards

Tax Payer:
Mid-Columbia Title
CoreLogic

Receipt # 250260, 250481

Date paid 11-8-2017, 11-9-2017

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
3,354.98	6,813.72	-103.76	6,709.96	3,458.74	-103.76	3,354.98	-103.76	0.00	3,354.98	0.00	3,354.98

Reason: Paid by Title Company and Tax Service

Approved: _____ 2017

Commissioner

699-699-5-70-7075



Michael Gorman, Tax Collector

Commissioner

Date _____

Commissioner

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Grant Agreement

2. ISSUES, BACKGROUND, AND DISCUSSION:

Grant Agreement between Morrow County Parole & Probation & Oregon Criminal Justice Commission.

3. OPTIONS:

4. FISCAL IMPACT:

5. STAFF RECOMMENDATIONS:

6. SUGGESTED ACTION(S) / MOTION(S): Agreement to be signed by the Board of Commissioners.

- 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 _____ | |



Oregon

Kate Brown, Governor

Criminal Justice Commission
885 Summer St NE
Salem, OR 97301-2522
TEL: 503-378-4830
FAX: 503-378-4861

November 7, 2017

Michael Schmidt
Executive Director

Morrow County Parole and Probation
Dan Robbins
204 NE 3rd, P.O. Box 130
Irrigon, OR 97844

COMMISSIONERS:
Darryl Larson
Chairman
Sen. Floyd Prozanski*
Rep. Andy Olson*
Walter Beglau
Rob Bovett
Mark Eddy
Greg Hazarabedian
Kiki Parker-Rose
Lee Ayers-Preboski
*Non-Voting

Dear Dan Robbins,

On behalf of the Criminal Justice Commission (CJC), Morrow County Parole and Probation has been awarded \$135,527.61 under the 2017-19 Justice Reinvestment Grant Program. Attached please find the Grant Award Agreement and other conditions. This award is subject to all programmatic and financial requirements, including timely submissions of any reports, reimbursements and requests for information.

The CJC Commissioners approved your award as follows:

Program Funding:	\$ 121,376.00
10% Victims Funding:	\$ 13,951.61
Total Funding Award:	\$ 135,527.61

The CJC will disburse the grant funds in two installments. The CJC will disburse your Year 1 payment within 30 days following the completed execution of the contract. ***The Year 1 award amount will be \$67,663.80.***

This grant period will run from July 1, 2017 – June 30, 2019. The amount of your award eligibility was determined in accordance with the formula used to distribute baseline funding under ORS 423.483. Funding for the grants will be through state general funds.

NEXT STEPS IN ACCEPTING THIS AWARD

1. Please sign and return the attached **Grant Award Agreement** to CJC as soon as possible **electronically** to cjcgrants@oregon.gov.
2. CJC will execute the agreement and return a fully executed **electronic** copy to you for your files

ADDITIONAL GRANT REQUIREMENTS/INFORMATION

PROGRESS REPORTS

Grantees are required to submit **quarterly** expenditure reports and **semi-annual** progress reports through the online grants system. Your Grant Analyst will provide the template for Progress Reporting by December 1, 2017. The first expenditure and progress report is due **January 20, 2018**.



SUBAWARD CONTRACTS/AGREEMENTS

Grantees are responsible for notifying CJC of all sub-awardees. CJC reserves the right to obtain copies of all of our grantees' sub award contracts/agreements. As a grantee you are responsible to flow down all requirements your agreement with CJC to your sub awardees.

GRANTS MANAGEMENT HANDBOOK

The most current version of CJC's Grants Management Handbook is available [here](#).

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws.

If you have additional questions please do not hesitate to contact your Grant Analyst, Madeleine Dardeau at Madeleine.E.Dardeau@oregon.gov or (503) 378-6374.

Sincerely,



Michael Schmidt
Executive Director
Criminal Justice Commission
885 Summer Street NE Salem, OR 97301

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **Morrow County by and through its Morrow County Parole and Probation** hereinafter referred to as “Grantee” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of July 1, 2017 or the date when this Agreement is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$ 148,695.61 (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Subagreement Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Reports. Grantee shall submit the reports required by this section.

a. Progress Reports. Grantee shall submit to CJC reports every 6 months during Project implementation as well as such other reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than, January 25, and July 20 for the prior calendar 6 month period. Progress Reports must be submitted through CJC’s grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. Financial Reports. Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall disburse the Grant Funds in two substantially equal installments no later than January 30, 2018 and September 30, 2018. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii.** When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at cjcgrants@oregon.gov.
- iii.** As specified in OAR 213-060-0050(3), no more than 10 percent of the Grant Funds may be used for administrative costs.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement.
- iv.** Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.

iv. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

5. Recovery of Unexpended Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Project End Date must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

6. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee

agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

8. Grantee Subagreements and Procurements

a. Subagreements. Grantee may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. Subagreement indemnity; insurance.

Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for

any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

9. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or
- b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

10. Remedies upon Default. If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC's demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

11. Termination

- a. **Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Effect of Termination. Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

12. GENERAL PROVISIONS

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and with respect

to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments; budget changes. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

e. No Third Party Beneficiaries. CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created,

produced or obtained as part of or in connection with the Project (“Work Product”). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

h. Governing Law, Consent to Jurisdiction.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee 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.

j. Insurance; Workers’ Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage

limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

k. Independent Contractor. Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Signature of Grantee _____ Date _____

Name/Title _____

Federal Tax ID Number _____ State Tax ID Number _____

Approved by Criminal Justice Commission

Michael Schmidt, Executive Director _____ Date _____

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG David Elott by email dated November 3, 2017

David Elott _____ Date _____

CJC Contact
CJC Grant Administrator
Madeleine Dardeau
885 Summer St. NE
Salem, OR 97301-2524
Madeleine.E.Dardeau@oregon.gov
503-378-4830

Grantee Contact
Dan Robbins
204 NE 3rd PO Box 130
Irrigon, OR 97844
dan.l.robbs@cc.doc.state.or.us
541-314-5222

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* ("Grant Program") is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 (2013) by reducing prison populations of offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach to (1) analyze criminal justice trends to understand drivers of local prison use; (2) promote the effective implementation of investments that increase public safety and improve offender accountability; (3) measure the impact of policy changes and reinvestment resources; and (4) tie results to future funding. Accordingly, Grantee shall base implementation of its Project on existing research and evidence-based practices.

In implementing its Project, Grantee shall the establish a process to assess offenders in its county and provide a continuum of community-based sanctions, services and programs that results in progress on the following four goals of the Grant Program: (1) reducing recidivism of offenders, (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475,935, 811.182, 813.010, or 813.011, (3) increasing public safety, and (4) holding offenders accountable.

Project Start Date: July 1, 2017

Project End Date: December 31, 2019

GRANT #: JR-17-025

GRANTEE PROGRAM CONTACT:

Dan Robbins

EMAIL: dan.l.robbins@cc.doc.state.or.us

GRANTEE FISCAL CONTACT:

Katherine Knop

EMAIL:

KKnop@cc.morrow.or.us

TELEPHONE: 541-314-5222

TELEPHONE: 541- 676-5615

	Grant Funds Awarded
2015-17 Underspending	\$ 13,368
Program 1: Probation Officer	\$ 121,376
10% Victims: Domestic Violence Services, Inc.	\$ 13,951.61
Total	\$ 148,695.61

EXHIBIT B

Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

2017

Statistics Report for Neighborhood Center

AUG	SEPT	OCT	NOV	DEC	YEAR TOTAL	
65	63	72				Number of Food boxes given out
141	145	162				Number of people in household served
1,330	1,083	1,149				Number of people served in our center
7	6	12				Number of people given info (CAPECO)
6	9	8				Total Board Members Attended at the meetings
18	20	18				Number of volunteers
292.75	284.75	312				Total Volunteer Hours
0	0	0				BMCC JOBS PROGRAM Volunteer Hours
0	0	1				Households provided electricity assistance
1	0	0				Households provided water/sewer assistance
1	1	2				Number of families provided rent assistance
0	1	0				Number of clients receiving \$20 emergency gas
0	0	0				Number of clients receiving prescription assistance
0	1	0				Number of families we gifted merchandise
1	10	5				Number of families we gifted clothing
0	0	0				Number of families we gifted wood
101 lbs	631 lbs	55				Community food donations received (lbs.)
\$3,616.00	\$2,320.80	\$3,235.00				Estimated dollar of donations received
0	0	0				Giving Tree Families (Christmas)
0	0	0				Kid's Shopping Day (December 2017)

Item # 50c

##**Statistics Report for Neighborhood Center**

JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	
68	65	71	61	60	61	61	Number of Food boxes given out
165	149	162	130	139	152	146	Number of people in household served
922	921	1,035	893	1,158	1,248	1269	Number of people served in our center
24	25	7	1	2	2	5	Number of people given info (CAPECO)
5	7	6	8	6	0 (No Mtg)	7	Total Board Members attended at the meetings
19	18	16	17	13	12	18	Number of volunteers
289.25	308.25	332.5	284.25	237	244.25	253.75	Total Volunteer Hours
0	46.50	77.5	64	0	0	0	BMCC JOBS PROGRAM Volunteer Hours
4	6	4	0	1	2	2	Households provided electricity assistance
1	2	2	0	0	0	1	Households provided water/sewer assistance
0	0	2	0	2	3	2	Number of families provided rent assistance
1	0	1	2	0	0	0	Number of clients receiving \$20 emergency gas
0	0	0	0	0	0	0	Number of clients receiving prescription assistance
3	0	0	2	1	2	1	Number of families we gifted merchandise
1	1	5	6	0	2	3	Number of families we gifted clothing
2	1	1	0	1	0	0	Number of families we gifted wood
151 lbs	202 lbs	169	80	45	50	0	Community food donations received (lbs.)
\$2,660.50	\$2,000.00	\$1,298.00	\$3,181.57	\$2,940.50	\$3,380.00	\$3,747.00	Estimated dollar of donations received
0	0	0	0	0	0	0	Giving Tree Families (Christmas)

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Assessor Mike Gorman has discussed this issue at prior Board of Commissioner Meetings. Sally Marlatt passed away April 6, 2013 and the house has been vacant with deferred maintenance since that time. She had participated in the Oregon Property Tax Deferral program for Senior Citizens since 1994; this lien against the property has now exceeded \$15,000, nearly half of which is interest. The Senior Deferral Lien must be paid by the county to DOR when the Tax Collector deeds the property to Morrow County. Postponing to the normal end of redemption date will only allow the lien grow larger and the house get further into disrepair. Circuit Court case 14PR023 In the matter of her estate was dismissed as insolvent in May of 2015.

Morrow County Ordinance No. MC-C-1-93 allows for a early redemption period if the court holds a hearing and makes certain findings in a order. This process was previously done in 2003 with another piece of property.

2. FISCAL IMPACT:

None

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

1. Motion to approve the mailing of the "NOTIFICATION OF PROPERTY ALLEGED TO BE SUBJECT TO WASTE OR ABANDONMENT" to lien holders listed in title report.

2. Set hearing date for:

January 3, 2018

10:00 a.m.

Morrow County Bartholomew Building

Upper Conference Room

110 N. Court St., Heppner, Oregon

Attach additional background documentation as needed.



Office of the County Counsel

P.O. Box 664, Heppner, Oregon 97836
Telephone: (541) 676-5626
Facsimile: (541) 676-5660

Justin Nelson: County Counsel
Richard Tovey: County Counsel

NOTIFICATION OF PROPERTY ALLEGED TO BE SUBJECT TO WASTE OR ABANDONMENT

November 29, 2017

RE: In the Matter of Reducing Redemption Period
For Property Subject to Waste or Abandonment
Public Hearing Notice

Person giving notice: Michael D. Gorman
Title or Position: Morrow County Assessor/Tax Collector

This letter is delivered in accordance with Morrow County Ordinance No. MC-C-1-93. Please be advised a public hearing will be held before the Morrow County Board of Commissioners at 10:00 a.m. on January 3, 2018 to determine whether a reduced period of redemption should be ordered in relation to the below-described real property and tax account.

WARNING

This property will be deeded to the county immediately after the expiration of 30 days from the date of the decision rendered by the county court as a result of this hearing if the county determines that:

1. The property is subject to waste by an owner in possession of the property, or by a third person acting under permission or control of the former owner; or
2. The property has not been occupied by the owner or any person or entity that appears in the records of the county to have a lien or other interest in the property for a period of six consecutive months and the property has suffered a substantial depreciation in value, or will suffer a substantial depreciation in value, if not occupied.

If the county court makes such a determination, every right or interest of any person in the property will be forfeited forever to the county unless the property is redeemed within the 30 days immediately following the hearing.

The hearing will be held: January 3, 2018
10:00 a.m.
Morrow County Bartholomew Building
Upper Conference Room
110 N. Court St., Heppner, Oregon

Date of Judgement: 10/6/2017

Normal end date of period of redemption: 10/6/2019

Name of owner as it appears on the latest tax roll: Sally Marlatt

Legal Description of Property:

A portion of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, in the City of Heppner, County of Morrow and State of Oregon, more particularly described as follows:

BEGINNING at a point on the West line of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, said point being North 306 feet from the Southwest corner of said Lot 4; thence East 107.5 feet to the East line of said Lot 4; thence North to the North line of said Lot 4; thence West 107.5 feet along the North line of said Lot 4 to the West line of said Lot 4; thence South along the West line of said Lot 4 to the POINT OF BEGINNING.

EXCEPTING THEREFROM a portion of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, in the City of Heppner, County of Morrow and State of Oregon, more particularly described as follows:

BEGINNING at a point on the West line of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, said point being North 306 feet from the Southwest corner of said Lot 4; thence North 6 feet; Thence East to the East line of said Lot 4; thence West to the POINT OF BEGINNING.

Statement describing waste or abandonment: Sally Marlatt passed away April 6, 2013 and the house has been vacant with deferred maintenance since that time. She had participated in the Oregon Property Tax Deferral program for Senior Citizens since 1994; this lien against the property has now exceeded \$15,000, nearly half of which is interest. The Senior Deferral Lien must be paid by the county to DOR when the Tax Collector deeds the property to Morrow County. Postponing to the normal end of redemption date will only allow the lien grow larger and the house get further into disrepair. Circuit court case 14PR023 in the matter of her estate was dismissed as insolvent in May of 2015.

If you have any questions regarding your legal rights in this matter, you should consult with an attorney. This is the final notice you will receive prior to the hearing.

Sincerely,

Justin W. Nelson
Morrow County Counsel

Filed 1-13-93
Barbara Bloodworth
Morrow County Clerk

IN THE COUNTY COURT OF THE STATE OF OREGON
COUNTY OF MORROW

IN THE MATTER OF REDUCING REDEMPTION)
PERIOD FOR PROPERTY SUBJECT TO WASTE) O R D I N A N C E
OR ABANDONMENT, AND DECLARING AN)
EMERGENCY.....) NO. MC-C-1-93

The County Court for the County of Morrow does ordain as follows:

SECTION 1. SHORT TITLE.

This Ordinance shall be known, and may be cited as the "Reduced Redemption Period Ordinance".

SECTION 2. TRANSFER OF TITLE

The Tax Collector of Morrow County shall deed to the county pursuant to ORS 312.200 any real property sold to the county under ORS 312.100 upon receiving an order of the County Court declaring that :

1. The thirty (30) day period provided in subsection 3.4(3) of this ordinance has expired; and either
 - a. The property is subjected to waste which results in a forfeiture to the County of the right to possession of the property under ORS 312.180; or
 - b. The property has not been occupied by the owner or any person or entity that appears in the records of the county to have a lien or other interest in the property for a period of six consecutive months, and the property has suffered a substantial depreciation in value or will suffer a substantial depreciation in value if not occupied.

SECTION 3. NOTICE AND HEARING

3.1 Any person, individually or in some official capacity, may present such facts as may be within the person's knowledge and belief regarding the condition or circumstances of real property which has been sold to the County pursuant to ORS 312.100. The person shall provide, in writing, the following information:

1. The date of the judgment and decree;
2. The normal date of expiration of the period of redemption under ORS 312.120;
3. A legal description of the property and a tax account number;
4. The name of the owner as it appears on the latest tax roll; and
5. A statement describing the waste or abandonment of the property.

3.2 Upon receipt of a notification described in Section 3.1 of this Ordinance, the County Court shall set a time, date and

place within the county for a hearing held for the purpose of determining whether the property should be deeded to the county prior to the expiration of the normal period of redemption. The time and date established for the hearing shall be not less than 30 days after giving the notice required by subsection 3.3 of this section.

3.3 The county shall notify an owner, or owners, of the property by sending notice to the address of the owner or owners as reflected in the county records of deeds, on the instrument of conveyance of the property which is the subject of the hearing, or as furnished under ORS 311.555 or as otherwise ascertained by the tax collector of the county pursuant to ORS 311.560. The county shall also notify any person or entity that then appears in the records of the county to have a lien or other interest in the property which is the subject of the hearing; notice shall be addressed to the lienholder, person or entity at the address which the county knows, or after reasonable inquiry has reason to believe, to be the address at which the lienholder, person or entity will most likely receive actual notice. In all cases, notice shall be sent by both certified mail and by regular first class mail.

The notice required by this section shall contain:

- a. The date, time and place of the hearing;
- b. The date of the judgment and decree;
- c. The normal date of expiration of the period of redemption under ORS 312.120;
- d. A legal description of the property and a tax account number;
- e. The name of the owner as it appears on the latest tax roll; and
- f. A warning which shall read as follows: "This property will be deeded to the county immediately after the expiration of 30 days from the date of the decision rendered by the county court as a result of this hearing if the county determines that:
 1. the property is subject to waste by an owner in possession of the property, or by a third person acting under permission or control of the former owner; or
 2. the property has not been occupied by the owner or any person or entity that appears in the records of the county to have a lien or other interest in the property for a period of six consecutive months and the property has suffered a substantial depreciation in value, or will suffer a substantial depreciation in value, if not occupied.

If the county court makes such a determination, every right or interest of any person in the property will be forfeited forever to the county unless the property is redeemed within the 30 days immediately following the hearing."

3.4 The hearing provided by this section shall be conducted as follows:

1. First heard shall be those persons asserting that the property is subject to waste or abandonment, who shall present facts which support the following findings:

- a. that the property is located within Morrow County;
- b. that the property has been sold to the county under a judgment and decree under ORS 312.100;
- c. that notice as provided herein has been given to all persons or entities whose notification is required by this Ordinance; and
- d. that the property is subject to waste or abandonment as described in this Ordinance.

2. Those persons objecting to a determination that the property is subject to waste or abandonment shall then present any facts which might tend to contradict the information presented pursuant to subsection 3.4(1) of this section.

3. At the conclusion of the hearing, if the county court determines by a preponderance of the evidence that the property (1) is located within Morrow County, (2) has been sold to the county under a judgment and decree under ORS 312.100, (3) that notice has been given as required to the proper persons or entities, and (4) that the property is subject to waste or abandonment as described in this Ordinance, then the county court shall order the tax collector of the county to deed the property to the county after the elapse of 30 days, unless redeemed within said 30-day period.

4. The county court shall reduce its findings and conclusions to writing, and shall mail a copy thereof, by regular first class mail, to any owner, lienholder, or other person or entity having an interest in the property who was present at the hearing, requested such written copy, and provided an address to which it should be mailed.

SECTION 4. EMERGENCY/EFFECTIVE DATE.

As it is necessary for the health, safety, welfare, comfort, and convenience of the people of Morrow County that this ordinance shall have immediate effect, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval by a unanimous vote of those members of the County Court present at this meeting.

PASSED BY A UNANIMOUS VOTE OF THE COUNTY COURT this 13 day of January, 1993.

ATTEST:  County Clerk
Barbara Bloodsaw

Louis A. Carlson
Louis A. Carlson, Judge
R. J. French
R. J. French, Commissioner
Donald C. J. McElligott
Donald C. J. McElligott, Commissioner

NOTIFICATION OF PROPERTY ALLEGED TO BE SUBJECT
TO WASTE OR ABANDONMENT

Person giving notice: _____
Title or Position: _____

Legal Description of Property:

Date of Judgment or Decree of Foreclosure: _____

Normal date of expiration of period of redemption: _____

Name of owner as it appears
on the latest tax roll: _____

Statement describing waste or abandonment: _____



08.18.2017 14:20

BUILDING DIAGRAM

Drawn by M. Asher Date 12-30-87

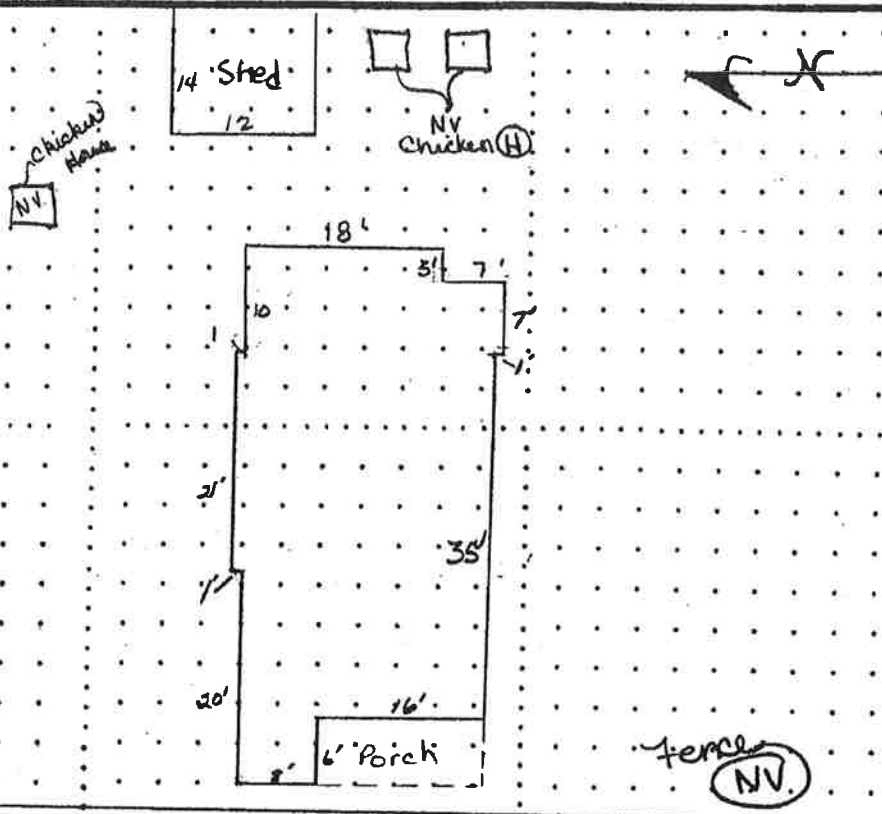
ACCOUNT NO. 25 26 26 CC - 3300

Checked by _____ Date _____

1-1

Checked by _____ Date _____

Map # 45



REMARKS

Elder



Stephen F. Mannenbach
Attorney at Law

133 S.W. Academy • P.O. Box 220 • Dallas, Oregon 97338 • (503) 623-6052 Fax (503) 623-6053

June 9, 2015

Morrow County Assessment & Tax
PO Box 247
Heppner, OR 97836

RE: The Estate of Sally Elizabeth Marlatt
Morrow County Case No.: 14PR023

Dear Morrow County Assessment & Tax:

This letter is to advise you that the above referenced Estate has been dismissed as insolvent. There are no assets from which to pay any taxes.

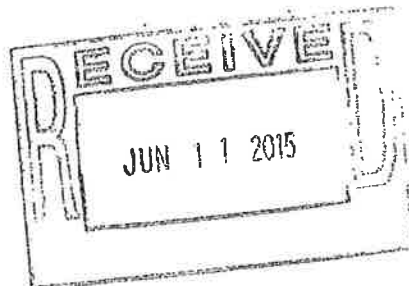
You may want to contact Greater Eastern Oregon Development Corporation (GEODC) at 2016 Airport Rd, Pendleton, OR 97801, (541) 276-6745, Instrument Number 2006-17753, which has a loan on this property to determine whether it will pay any unpaid real property taxes.

Very truly yours



Stephen F. Mannenbach

SFM/jra
Enclosures



FILED
MAY 13 2015

2015 MAY 13 PM 1:11

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MORROW

In the Matter of the Estate of:
SALLY ELIZABETH MARLATT,
Deceased.

No. 14PR023
NOTICE OF ABANDONMENT
(ORS 114.305 (7))

The Personal Representative, Stephen F. Mannenbach, hereby gives notice of abandonment of real property of the decedent located at 640 N Elder Street, Heppner, Oregon, more particularly described as follows:

Commencing on a point on the West line of Lot 4, of Block 1, of Quaid's Addition to the City of Heppner, 306 feet North from the Southwest corner of said Lot 4; thence East 107.5 feet to the East line of said Lot 4; thence North to the North boundary line of said lot; thence West along the North boundary line of said Lot 4, 107.5 feet to the West line of said lot; thence South along the West line of said Lot to the place of beginning.

-----on the grounds and for the reasons that the real property has become burdensome and is valueless inasmuch as the encumbrances against it exceed its value after cost of sale and realtor commission and it is so encumbered and in a condition that it is of no benefit to the Estate. ORS 114.305(7).

Dated this 11th day of May, 2015.

Respectfully Submitted,

Stephen F. Mannenbach, Personal Representative

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ATTORNEY AND PERSONAL REPRESENTATIVE:
STEPHEN F. MANNENBACH - OSB #803000
Attorney for Personal Representative
PO Box 220
Dallas, OR 97338
(503) 623-6052
(503) 623-6053 fax
mannenbachlaw@live.com

NOTICE OF FORECLOSURE

MORROW COUNTY TAX COLLECTOR
PO BOX 247
HEPPNER, OR 97836
(541) 676-5607

Aug 14, 2017

MARLATT, SALLY
136 JACK FARM RD
TOWNSEND MT 59644

SITUS ADDRESS 640 ELDER ST, HEPPNER 97836

You are hereby required to take notice that Morrow County, Oregon will file in the Circuit Court of the State of Oregon for Morrow County, an application to foreclose the lien of all taxes shown below, and that Morrow County, as plaintiff, will apply to the court for judgement foreclosing such tax liens not less than thirty (30) days from the date of publication.

Any and all persons with a legal interest in any of the property listed below are required to file answer and defense, if any there be, to such application for judgement within (30) days from the date of publication.

TAX ID	CODE	ACCOUNT NO.	YEAR	DELINQUENT TAXES	FEE	INTEREST TO Aug 15, 2017	TOTAL DUE
45	01-01	2S2626CC03300	2016-17	\$712.73		\$57.02	\$769.75
			2015-16	\$705.79		\$169.39	\$875.18
			2014-15	\$677.04		\$270.81	\$947.85
			2013-14	\$721.99		\$404.31	\$1,126.30
		TOTAL DUE		\$2,817.55		\$901.53	\$3,719.08

The 2013-14 tax and interest must be paid in full by August 15, 2017 to remove the property from the foreclosure process. If this payment is made by August 15, 2017 the account will not appear in the newspaper publication of the foreclosure list. This would avoid the 5% penalty assessment.

The payment must be made in the form of a cashiers check, money order, or cash. Personal checks will not be accepted

Following is information regarding the Servicemembers' Civil Relief Act. Please read it and if you feel it applies to you, contact this office immediately.

SERVICEMEMBERS' CIVIL RELIEF ACT NOTIFICATION

If you are on active duty in the armed services, or the dependent of a such person, and you believe that you are entitled to protections afforded under the Servicemembers' Civil Relief Act, please contact the undersigned immediately. Failure to do so may result in the loss of your rights, if any, under the Act. To facilitate follow-up to any response to this notice, please make any response in writing and describe the circumstances which you believe cause you to be entitled to protection under the Act.

If you have any questions about the applicability of the Servicemembers' Civil Relief Act, you should contact a lawyer immediately. The undersigned is not a lawyer and cannot provide you legal advice.

Michael Gorman, Tax Collector

Please return a copy of this statement with your payment to speed processing.

STATEMENT OF TAX ACCOUNT
MORROW COUNTY TAX COLLECTOR
P.O. BOX 247
HEPPNER, OR 97836
(541) 676-5607

18-Aug-2017

Tax Account #	45	Lender Name	
Account Status	A	Lender ID	
Roll Type	Real	Property ID	0101
Situs Address	640 ELDER ST HEPPNER, OR 97836	Interest To	Sep 15, 2017

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2016	ADVALOREM	\$779.25	\$712.73	\$66.52	\$0.00	\$712.73	Nov 15, 2016
2015	ADVALOREM	\$884.59	\$705.79	\$178.80	\$0.00	\$705.79	Nov 15, 2015
2014	ADVALOREM	\$956.88	\$677.04	\$279.84	\$0.00	\$677.04	Nov 15, 2014
2013	ADVALOREM	\$1,135.93	\$721.99	\$413.94	\$0.00	\$721.99	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$421.74	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$427.12	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$425.54	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$416.94	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$404.92	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$377.06	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$426.03	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$520.01	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$542.49	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$537.69	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$534.72	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$533.33	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$504.91	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$484.28	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$473.78	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$433.06	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$447.34	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$406.04	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$392.44	Nov 15, 1994
Total		\$3,756.65	\$2,817.55	\$939.10	\$0.00	\$11,526.99	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SENIOR DEFERRAL	1-Dec-2011	deceased

Amount Due to Senior Deferral Aug, 2017 -

\$ 8448.17 Tax
 50.00 gas
 7018.29 interest

 815,516.46 - Total

The Board of Commissioners is considering developing a Department/Commissioner Liaison Program.

This will be a very informal initial discussion to determine how that program would look.

Preliminary assessment of this vision:

- It would most likely involve all Departments.
- It would not involve the Commissioners in any management of these departments.
- It could begin a program where the Commissioners could develop a better understanding of the operations of certain programs.
- It could allow direction for constituents with questions about practices.

Commissioner/Department Liaison

Department

Commissioner

Assessor

Clerks

Community Counseling Solutions

District Attorney

Finance

Human Resources

Justice Courts

Juvenile

Planning

Public Health

Public Works:

Roads

Weeds

Parks

Transportation - Airport/Loop

Sheriff

Treasurer

Emergency Management



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

(For BOC Use)
 Item #
 5d

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

Staff Contact: Karen Wolff, Human Resources Director Phone Number (Ext): x5620
 Department: Administration Requested Agenda Date: 11/29/2017
 Short Title of Agenda Item: **Approval of Sheriff's Office Collective Bargaining Agreement**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Teamsters Employers Trust and Teamsters CBA**

Contractor/Entity Address:

Effective Dates – From: **July 1, 2017** Through: **June 30, 2020**

Total Contract Amount: Budget Line:

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

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
_____	Admin. Officer/BOC Office	Required for all BOC meetings
DATE		
<i>Approved by Labor Counsel</i>	County Counsel	*Required for all legal documents
DATE		
_____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
<i>Karen Wolff</i>	Human Resources	*If appropriate
DATE		

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County has been bargaining with the Teamsters, representing the Morrow County Sheriff's Office Association. The attached Collective Bargaining Agreement has been approved by the Morrow County Bargaining Team and the Morrow County Sheriff's Association and Teamsters.

This is a three year agreement with 3% Cost of Living Adjustments (COLA) in each of the three years. The COLA for 2017/2018 is retroactive to July 1, 2017.

Other changes include:

- Changing all references to County Court to Board of Commissioners.
- Changes all reference to BPSST to DPSST. (Department of Public Safety Standards and Training.)
- Changes to Article 8 Hours of Work to clarify how changes to work schedules will occur.
- Changes to Article 10 Sick Leave to include changes in Oregon State Law.
- Adding that movement on Steps of the Wage Scale will occur with a Satisfactory or better Performance Evaluation.
- Updating Article 16 Uniforms and Weapons to match with current practice.
- Updating Article 17 Substance Abuse to include any intoxicant, including prescription medications.
- New Wage Scales.

Also included is the Subscription Agreement for Oregon Teamsters Employers Trust to provide Health Insurance services. There is no change of plan or services from the prior three years. I would request authority for someone, the Board Chair or myself, to sign the Subscription Agreement on behalf of Morrow County. Providing these insurance services is part of the Collective Bargaining Agreement.

2. FISCAL IMPACT:

The fiscal impact has been reviewed with Finance and any budgetary adjustments have been prepared.

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

Motion: Move to approve the Collective Bargaining Agreement between Morrow County and the Morrow County Sheriff's Office Association for the term July 1, 2017 to June 30, 2020, including 3% Cost of Living Adjustments each of the three years, with the adjustment for the current year retroactive to July 1, 2017, and all other agreements as stated in the document.

Consensus: Authorize _____ to sign the Oregon Teamster Employers Trust Subscription Agreement on behalf of Morrow County.

Attach additional background documentation as needed.

Redline

ARTICLE 5 - SETTLEMENT OF DISPUTES

5.1 Procedure. Any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement defined as a grievance shall be settled in the following manner:

STEP 1. The affected employee or employee representative shall communicate the grievance orally or in writing to the employee's most immediate supervisor not within the bargaining unit within 5 working days of the occurrence of the grievance or the date the employee knew or should have known, whichever shall occur later. The supervisor shall have 5 working days in which to respond to the grievance.

STEP 2. If the grievance is not resolved it may, within 10 working days of completion of Step 1 procedures, be presented to the Sheriff. Such presentation shall be reduced to writing and shall specify County action or inaction which is the cause of the grievance, the specific Article or Articles and Section(s) or paragraph(s) thereof alleged to have been violated and the remedy sought. The Sheriff will have 10 working days in which to make a response in writing to the grievance.

STEP 3. If the grievance remains unresolved, it may, within 10 working days of completion of action at Step 2 hereof, be submitted to the ~~Board of Commissioners~~County Court by submission of all memoranda and materials submitted or received at previous steps of this grievance procedure. The ~~Board of Commissioners~~County Court shall have 21 calendar days in which to respond to the grievance.

STEP 4. If the grievance is still unsettled after completion of Step 3, the Union may, within 10 working days of the written response of the County governing body under Step 3, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within 10 days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of 13 arbitrators, from the Oregon and Washington panel. The party chosen by a coin toss shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pay for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement.

Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

Redline

ARTICLE 6 - PROBATIONARY PERIOD

Every new employee shall serve a probationary period of 18 months, except that employees who possess the applicable Oregon ~~DPSST/BPSST~~ certificate at the time of hire, shall serve a probationary period of 12 months. During the probationary period, the County shall have the right to discharge an employee for any reason, and the employee shall not have recourse to the provisions of Article 5 - Settlement of Disputes hereof. Except as provided for herein and elsewhere in this Agreement, probationary employees shall be subject to all provisions of this Agreement. Leave without pay and layoff time shall not be credited towards the probationary period and other time periods specified in this Article.

ARTICLE 8 - HOURS OF WORK

8.1 Hours & Work Week. The regular hours of work each day shall be consecutive except for a lunch period. The regular work week shall consist of not more than 5 consecutive work days with 2 consecutive days off, or 4 consecutive work days with 3 consecutive days off if a 4/10 schedule is adopted. Forty hours shall constitute a week's work.

~~**8.2 Work Schedule.** Work schedules indicating any change in the hours and days to be worked shall be posted 72 hours in advance or all time worked outside the originally scheduled work hours shall be paid at the overtime rate in accordance with 13.3 Overtime. The foregoing shall not apply when a change in work schedule without 72 hours advance notice is due to inclement weather, an "Act of God" or other circumstance over which the County exercises no direct control or could not have reasonably anticipated.~~

~~Work schedules indicating any change in the hours and days to be worked shall be communicated to the employee 72 hours in advance or all time worked outside the originally scheduled work hours shall be paid at the overtime rate in accordance with 13.3 Overtime. "Communicated" shall be defined as a call to the employee's personal phone or in-person contact. The foregoing shall not apply when a change in work schedule without 72 hours advance notice is due to inclement weather, an "Act of God" or other circumstance over which the County exercises no direct control or could not have reasonably anticipated.~~

8.3 Meal Periods. Subject to operational requirements, all employees shall be granted up to ½ hour paid meal period while on duty.

8.4 Rest Periods. Each employee shall be allowed a 15 minute rest period during the first half of his/her shift, and a 15 minute rest period during the second half of his/her shift. Whenever reasonable, rest periods shall be taken at the middle of each 4 or 5 hour period.

8.5 No Guaranteed Hours. There shall be no guaranteed number of hours of work per day or per week, nor shall there be a guaranteed minimum level of total monthly or annual compensation. If, however, employees are to work less than the normal work hours, the County will post work schedules in accordance with 8.2 Work Schedules hereof reflecting same at least 72 hours in advance or pay the straight time rate for all hours normally worked whether actually worked or not.

ARTICLE 10 - SICK LEAVE

10.1 Accrual. Employees shall be credited with .0462 hours of sick leave for each hour worked (approximately 1 day per month) for full time employees to a maximum of 960 hours (120 days). Holiday, vacation and sick leave time, provided it was paid for as if worked, will be counted as hours worked for purposes of this Section.

10.2 Utilization. Employees who have completed one (1) full calendar month of employment may apply accumulated sick leave towards the following:

- a) Illness or injury when such illness or injury prevents the employees from performing the normal job duties of his/her position or other work which may be available.
- b) Non-emergency medical or dental care, provided such care cannot reasonably be arranged outside regularly scheduled work hours and that the absence is approved 48 hours in advance.
- c) Quarantine as determined by the County Health Officer.
- d) Illness of a member of the employee's immediate family who reside in the household of the employee, provided the employee is required to care for the seriously ill person. In no event may sick leave for this purpose exceed 3 days at any one time or a total of 5 days for the calendar year. In the event an employee requires more time due to a serious illness, the employee may use unused accrued sick leave as provided by federal and state family leave statutes. All sick leave utilized for this purpose will be subject to certification procedures that comply with FMLA/OFLA statutes.
- e) ~~Death of a member of the employee's immediate family as defined below for such working hours as may be required for funeral arrangements, travel and attendance at the funeral except that in no event may the total time applied to one such death exceed one week (40 hours), two weeks (80 hours) in the event of the death of a spouse, child, or parent.~~
Death of a member of the employee's immediate family as defined below. Morrow County Personnel Policies allow for employees to use up to 40 hours of paid Morrow County Bereavement Leave, followed by up to 40 hours of Accrued Sick Leave while off work due to OFLA (Oregon Family Leave Act) Bereavement. Refer to Oregon Revised Statutes regarding OFLA eligibility and application. After all accrued Sick Leave has been exhausted, employees may use other accrued leave.
- f) Immediate family to be defined as any relative who has for the past year resided continuously in the household of the employee and other relatives as follows:

Mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, stepparents, and stepchildren.

Redline

ARTICLE 13 - COMPENSATION

13.1 Wages. Employees shall be compensated in accordance with the wage schedule attached as an Addendum to this Agreement and which is hereby incorporated into and made a part of this Agreement.

Effective July 1, 201~~7~~⁴ the base wage rates shall be increase by ~~two and one quarter (2.25%)~~ three (3.0) percent, to be paid retroactively.

Effective July 1, 201~~8~~⁵ the base wage rates shall be increase by ~~two and one half (2.5%)~~ three (3.0) percent.

Effective July 1, 201~~9~~⁶ the base wage rates shall be increase by ~~two and one half (2.5%)~~ three (3.0) percent.

~~Employees will move from Step 1 to Step 2 of the wage schedule on the one year anniversary date of hire. Movement on the schedule shall be annual thereafter.~~

Employees will move from Step 1 to Step 2 of the wage schedule on the one year anniversary date of hire, following a 'Satisfactory' or better performance evaluation. Movement on the schedule shall be annual thereafter, following a 'Satisfactory' performance evaluation or better.

13.2 New Classification. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. If the position is appropriate to this bargaining unit, the Association shall be notified and shall be afforded an opportunity to meet and interim bargain. If the Association and County cannot agree on a rate for the classification, the Association may submit the issue to interest arbitration under ORS 243.698.

13.3 Overtime. Employees shall be compensated at the rate of time and one-half (1.5) for work under the following conditions:

- a) All work performed in excess of 8 hours in any work day for employees working a 5/8 schedule and 10 hours in any day for employees working a 4/10 schedule.
- b) All work performed in excess of 40 hours in the established work week of Monday at 12:01 a.m. through Sunday at midnight.
- c) All work performed on the sixth or seventh day of work in a regular work week or when a 4/10 work week is in effect, all work performed on the fifth, sixth or seventh day in a regular work week.
- d) All work performed during hours not scheduled at least 72 hours in advance except as provided in 8.2 Work Schedule.

Overtime pay shall not be paid when shift trades are mutually agreed between employees.

ARTICLE 16 - UNIFORMS AND WEAPONS

16.1 Patrol Deputies. ~~The County shall furnish and replace as required at no cost to patrol deputies, three each long sleeve wash and wear shirts, summer short sleeve wash and wear shirts and wash and wear pants (the initial tailoring to be paid for by the County); 1 each of the following: badge, nylon winter jacket emblems as prescribed by law, leathers in good condition, rain jacket and shotgun for each vehicle, bullet proof vest, ASP baton, name tag, speed loaders or spare magazines, flashlight with batteries as required, mace and handcuffs. Bullet proof vests will be at least threat level II, in good repair and not older than 5 years. When replacing older vests, the employee may choose a threat level II or threat level IIIA vest. The brand will be selected by the County.~~

~~The County will reimburse a Patrol Deputy up to \$200 for approved footwear on an as needed basis, but in no event more than once a year per employee. (e.g. An employee receives a reimbursement on July 1, 2014, they will not be eligible for any further reimbursement until July 1, 2015.~~

~~All clothing and equipment is to be in good condition and to fit the employee, in a manner becoming to professionals.~~

~~The County shall furnish and replace as required at no cost to patrol deputies, three each long sleeve wash and wear shirts, summer short sleeve wash and wear shirts and wash and wear pants (the initial tailoring to be paid for by the County); Gun belt and duty gear, badge, winter coat, rain jacket, patrol rifle and shotgun for each vehicle, bullet proof vest, ASP baton, name tag, spare magazines, flashlight with batteries as required, mace and handcuffs. Bullet proof vests will be at least threat level II, in good repair and not older than 5 years. When replacing older vests, the employee may choose a threat level II or threat level IIIA vest. The brand will be selected by the County.~~

~~The County shall purchase Danner Uniform boots from the following list and replace them on an as needed basis not to exceed \$300. In the circumstance that none of the listed boots are an adequate fit for the Deputy, substitute boots may be approved by the Sheriff. Approved purchase includes Danner Acadia, Danner Blackhawk II, Danner Recon, Danner Lookout, and Danner Striker Torrent.~~

~~All clothing and equipment is to be in good condition and to fit the employee, in a manner becoming to professionals.~~

16.2 Communications Deputy. ~~Upon completion of the probationary period, the County will provide one ceremonial uniform set for Communications Deputies, which shall include pants and shirts with appropriate collar brass, badge, name tag and emblem. At this same time, the County shall also provide three (3) polo shirt and dress slack sets per year, which shall be worn when on duty. Communications Deputies, at their discretion, may purchase up to three (3) dress slack sets per year which meet County guidelines and shall submit receipts for reimbursement.~~

~~The County will reimburse a Communications Deputy up to \$50 for approved footwear on an as needed basis, but in no event more than once a year per employee. (e.g. An employee receives a reimbursement on July 1, 2014, they will not be eligible for any further~~

Redline

~~reimbursement until July 1, 2015. Shoes shall be black in color, see Sheriff's Office policy for further details.~~

~~The County shall furnish, at no cost to Communications Deputies, (3) three shirts and (3) three dress slacks (The initial tailoring to be paid for by the county). County will replace uniforms as needed, but in no event more than 3 shirts and 3 slack per year.~~

~~The County will reimburse a Communications Deputy up to \$50 for approved footwear on an as needed basis, but in no event more than once a year per employee. (e.g. An employee receives a reimbursement on July 1, 2017, they will not be eligible for any further reimbursement until July 1, 2018. Shoes shall be black in color, see Sheriff's Office policy for further details.~~

~~All clothing is to be in good condition and to fit the employee, in a manner becoming to professionals.~~

~~**16.3 Handguns.** The County will furnish handguns to patrol deputies and assume the responsibility for maintenance of such guns. It will be the employee's responsibility to make deficiencies known to the Sheriff. Each employee shall be responsible for cleaning of his/her assigned handgun. Cleaning kits and supplies necessary for cleaning of the handguns will be made available without cost to each employee.~~

~~It is the County's intent to transition into County provided firearms of a uniform style and caliber to replace current weapons, including employee owned weapons, as budget permits.~~

~~The County will furnish ammunition for authorized, but not specialized, weapons.~~

Formatted: None

~~The County will furnish handguns to patrol deputies and assume the responsibility for maintenance of such guns. It will be the employee's responsibility to make deficiencies known to the Sheriff. Each employee shall be responsible for cleaning of his/her assigned handgun. Cleaning kits and supplies necessary for cleaning of the handguns will be made available without cost to each employee.~~

~~The County will furnish ammunition for authorized weapons.~~

Redline

16.4 Non-uniformed Staff

~~Deputies assigned to non-uniformed duties, such as Detectives, may request a clothing allowance of up to \$500 per fiscal year. The Deputy is responsible for requesting the allowance through their Supervisor.~~

Deputies assigned to non-uniform duties in the Criminal Division, upon request, shall be paid a clothing allowance of \$500 per fiscal year.

16.5 Termination of Employment. It is expressly recognized and understood that title for all items issued remains with the County and that upon termination of employment for any reason whatsoever, all items issued pursuant to this Article will be returned to the County or purchased from the County at the original purchase price paid by the County. Final payment of wages to the employee shall be contingent upon satisfaction of this section.

The loss of any assigned items by an officer as a result of negligence or wrongful and willful misconduct while in the execution of his/her duties or any loss of County property not arising out of the officer's conduct of his/her duties, shall require replacement of such equipment with all cost attendant thereto borne by the employee.

Redline

ARTICLE 17 - SUBSTANCE ABUSE

~~The bargaining unit agrees to abide by the County's drug testing procedures that were jointly developed by the Association and the County that are contained in the Health and Safety Article of the County Personnel Policies, with the following additional provisions unique to law enforcement personnel:~~

~~A. Illegal Activity:~~

~~Any employee whose substance use or abuse would amount to a dischargeable offense, specifically an activity that could constitute a criminal offense, will not be eligible for rehabilitative treatment and counseling.~~

~~B. Off-the-Job Consumption of Alcoholic Beverages:~~

~~Any employee responding to a callout who has consumed any alcoholic beverage within 8 hours of said response shall advise his/her supervisor of the relevant circumstances pertaining thereto at the time he/she reports for duty. It shall then be the supervisor's responsibility to determine whether or not the employee shall be allowed to work and, if allowed to work, under what, if any, limitations.~~

The bargaining unit agrees to abide by the County's drug testing procedures that were jointly developed by the Association and the County that are contained in the Health and Safety Article of the County Personnel Policies, with the following additional provisions unique to law enforcement personnel:

A. Illegal Activity:

Any employee whose substance use or abuse would amount to a dischargeable offense, specifically an activity that could constitute a criminal offense, will not be eligible for rehabilitative treatment and counseling.

B. Off-the-Job Consumption of Intoxicants:

Any employee responding to a callout who has consumed any intoxicant within eight (8) hours of said response shall advise his/her supervisor of the relevant circumstances pertaining thereto at the time he/she reports for duty. It shall then be the supervisor's responsibility to determine whether or not the employee shall be allowed to work and, if allowed to work, under what, if any, limitations. Intoxicant shall be defined as alcohol and marijuana (THC) as well as prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

C. On Duty Use of Medications

Employees are required to disclose use of prescription and over-the-counter medications that contain warnings that the use of such medications could impair their ability to safely perform their job duties.

MORROW COUNTY
SHERIFF'S ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT



Expiration – June 30, 2020

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PREAMBLE

This Agreement is entered into by Morrow County, Oregon, hereinafter referred to as the "County," the Morrow County Sheriff's Office Association, as affiliated with Teamsters Local Union No. 223, hereinafter referred to as the "Association," and is intended to cover those items described in 243.650 (PECBA) for the bargaining unit hereinafter described.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The County recognizes the Association, as affiliated with the Union, as the sole and exclusive collective bargaining representative of all the employees covered by this Agreement as defined by ORS 243.650 (PECBA).

The bargaining unit covered by this Agreement shall consist of all regular and probationary employees, employed for 20 hours or more per week whose job classification titles appear in the addendum hereof. Temporary and any other employees exempt from collective bargaining as defined by State statute shall be excluded.

A temporary employee under this Article is an employee hired to perform a specific project for a definite period of time not to exceed 11 months or to replace a bargaining unit employee who is on leave due to disability, for child care or for other reason for the duration of such leave.

ARTICLE 2 - UNION SECURITY

2.1 Checkoff. The County agrees to deduct the uniformly required Association and Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing.

2.2 Fair Share. Except as provided in the following, an amount equal to the uniformly required dues will be deducted from all employees in the bargaining unit who have not provided the County with such authorization. The amounts so deducted shall be given to the local treasurer as designated by the Association, with a list of the employees subject to the deduction.

2.3 Religious/Personal Objection. The provisions of 2.2 Fair Share hereof shall not apply if an employee objects in writing to the County, based bona fide religious tenets or teachings of a church or religious body of which such employee is a member (ORS 243.666). The County will provide the Association with a copy of any such letter within 5 days of its receipt. In such instances, the employee shall authorize a deduction from his/her pay which is in lieu of and equivalent to the fair share amount. Such payroll deduction shall be for the United Way or other mutually satisfactory charitable organization as agreed to between the employee and the Association.

2.4 Deduction Process. For the purpose of calculating months to determine the beginning or end of the payroll deductions called for above, dues or like amounts shall be deducted for any calendar month during which the employee works 10 working days or more.

2.5 Hold Harmless. The Association and Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of any County action taken pursuant to the provisions of this Article. The Association and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

2.6 Bulletin Boards. The County agrees to provide adequate space on a bulletin board in the Sheriff's Office for use by the Association. All materials posted thereon by the Association shall be on Association or Union letterhead stationery or otherwise clearly identified as originating from the Association or Union.

2.7 Association Representatives. Upon proper pre-notification, bona fide representatives of the Association and Union shall have access to the premises of the County during working hours to conduct Association business as long as County operations are not unduly interrupted.

2.8 Association Stewards. Employees selected by the Association to act as Association representatives shall be known as "stewards". The names of employees selected as stewards, and the names of their Association representatives who may represent the employees shall be certified in writing to the County by the Association.

2.9 Labor and Management Meetings. The County and the Association each agree to hold labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer/employee relationships. Each party may have at least two representatives at such meetings.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed.
- D. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities so long as such action is not in violation with the provisions of this Agreement or implemented in an arbitrary, capricious or discriminatory manner.
- E. To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to make work assignments; the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- F. To determine the need for a reduction or an increase in the work force.
- G. To establish, revise and implement the standards for hiring, classification, promotion, quality of work, safety, materials and equipment.
- H. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- I. To contract or subcontract work. However, in the event the County decides to contract out work traditionally done by the bargaining unit, the County, will, upon timely Association notification, meet with the Association to bargain the impact pursuant to the Public Employee Collective Bargaining Act.
- J. To assign shifts, work days, hours of work and work locations.
- K. To designate and to assign all work duties.

- L. To determine the need for and the qualifications of new employees, transfers and promotions.
- M. To discipline or discharge an employee for just cause as provided in Article 7 herein.
- N. To determine the need for additional educational courses, training programs, on-the-job training, and cross- training and to assign employees to such duties for such periods to be determined by the County.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.1 No Strike. As long as this Agreement remains in force, the Association or its members as individuals or as a group will not participate in any strike, work stoppage, slowdown or other restriction of work against the County. Violation of this Article shall fulfill just cause requirements for disciplinary action under the provisions of the discipline article herein.

4.2 Association Obligation. In the event of a strike, work stoppage, slowdown, picketing or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, during the life and duration of this Agreement, the Association and Union will immediately, upon notification from the Sheriff or the County governing body, attempt to secure an immediate and orderly return to work.

4.3 No Lockout. There will be no lockout of employees in the unit by the County as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 5 - SETTLEMENT OF DISPUTES

5.1 Procedure. Any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement defined as a grievance shall be settled in the following manner:

STEP 1. The affected employee or employee representative shall communicate the grievance orally or in writing to the employee's most immediate supervisor not within the bargaining unit within 5 working days of the occurrence of the grievance or the date the employee knew or should have known, whichever shall occur later. The supervisor shall have 5 working days in which to respond to the grievance.

STEP 2. If the grievance is not resolved it may, within 10 working days of completion of Step 1 procedures, be presented to the Sheriff. Such presentation shall be reduced to writing and shall specify County action or inaction which is the cause of the grievance, the specific Article or Articles and Section(s) or paragraph(s) thereof alleged to have been violated and the remedy sought. The Sheriff will have 10 working days in which to make a response in writing to the grievance.

STEP 3. If the grievance remains unresolved, it may, within 10 working days of completion of action at Step 2 hereof, be submitted to the Board of Commissioners by submission of all memoranda and materials submitted or received at previous steps of this grievance procedure. The Board of Commissioners shall have 21 calendar days in which to respond to the grievance.

STEP 4. If the grievance is still unsettled after completion of Step 3, the Union may within 10 working days of the written response of the County governing body under Step 3, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within 10 days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of 13 arbitrators, from the Oregon and Washington panel. The party chosen by a coin toss shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pay for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement.

Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

5.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a) If the grievant or Association fails to respond in a timely fashion, the grievance may be filed and processed to Step 2 of the grievance procedure. The grievance will not be subject to arbitration and the Sheriff's response at Step 2 will be final and binding.
- b) If the County at any step fails to respond in a timely fashion, the grievance shall proceed to the next step.

Time periods specified in this Article may be extended or modified only by mutual consent. The term "work days" as used herein shall mean those days that general County offices are open for business.

5.3 Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.

5.4 Processing of Grievance. Employees will be paid for time spent during their regular working hours meeting with County officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside their regular working hours. Time off with pay for the purpose of investigating or preparing grievances, for arbitration or other third party hearings will not be allowed. Time off without loss of pay will, however, be allowed when the County requires an employee to attend an arbitration or other third party hearing.

ARTICLE 6 - PROBATIONARY PERIOD

Every new employee shall serve a probationary period of 18 months, except that employees who possess the applicable Oregon DPSST certificate at the time of hire, shall serve a probationary period of 12 months. During the probationary period, the County shall have the right to discharge an employee for any reason, and the employee shall not have recourse to the provisions of Article 5 - Settlement of Disputes hereof. Except as provided for herein and elsewhere in this Agreement, probationary employees shall be subject to all provisions of this Agreement. Leave without pay and layoff time shall not be credited towards the probationary period and other time periods specified in this Article.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

7.1 Standard. No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure.

7.2 Probationary Period. This article shall not apply to any employee on probation as defined in Article 6 - Probationary Period.

7.3 Imposition. If the County has reason to discipline an employee, s/he shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

7.4 Due Process. In the event the County believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified in writing of the charges or allegations that may subject them to discipline.
- b) The employee shall be notified in writing of the disciplinary sanctions being considered.
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- d) At their request, the employee will be entitled to Association representation at the informal hearing.

7.5 Just Cause Standards. For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- c) The County must conduct a reasonable investigation.
- d) It must be determined that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 8 - HOURS OF WORK

8.1 Hours & Work Week. The regular hours of work each day shall be consecutive except for a lunch period. The regular work week shall consist of not more than 5 consecutive work days with 2 consecutive days off, or 4 consecutive work days with 3 consecutive days off if a 4/10 schedule is adopted. Forty hours shall constitute a week's work.

8.2 Work Schedule. Work schedules indicating any change in the hours and days to be worked shall be communicated to the employee 72 hours in advance or all time worked outside the originally scheduled work hours shall be paid at the overtime rate in accordance with 13.3 Overtime. 'Communicated' shall be defined as a call to the employee's personal phone or in-person contact. The foregoing shall not apply when a change in work schedule without 72 hours advance notice is due to inclement weather, an "Act of God" or other circumstance over which the County exercises no direct control or could not have reasonably anticipated.

8.3 Meal Periods. Subject to operational requirements, all employees shall be granted up to ½ hour paid meal period while on duty.

8.4 Rest Periods. Each employee shall be allowed a 15 minute rest period during the first half of his/her shift, and a 15 minute rest period during the second half of his/her shift. Whenever reasonable, rest periods shall be taken at the middle of each 4 or 5 hour period.

8.5 No Guaranteed Hours. There shall be no guaranteed number of hours of work per day or per week, nor shall there be a guaranteed minimum level of total monthly or annual compensation. If, however, employees are to work less than the normal work hours, the County will post work schedules in accordance with 8.2 Work Schedules hereof reflecting same at least 72 hours in advance or pay the straight time rate for all hours normally worked whether actually worked or not.

ARTICLE 9 - HOLIDAYS

9.1 Full-Time Employees In lieu of holidays, each full-time employee shall receive 8 hours credit holiday time off for each full month. All paid time, including vacation and paid sick leave, shall be counted as hours worked for purposes hereof. All accrued but unused holiday time off shall be paid in cash at the employee's regular straight-time hourly rate with the employee's first paycheck in December and with the last pay for the fiscal year. Upon termination of employment, all accrued holiday time off shall be paid in cash at the employee's regular straight-time hourly rate.

9.2 Part-time Employees Part time bargaining unit members shall receive prorated credit holiday time off, consistent with the conditions set out in Section 9.1 above, based on the average number of hours worked in the six (6) month period preceding the bi-annual holiday pay day.

ARTICLE 10 - SICK LEAVE

10.1 Accrual. Employees shall be credited with .0462 hours of sick leave for each hour worked (approximately 1 day per month) for full time employees to a maximum of 960 hours (120 days). Holiday, vacation and sick leave time, provided it was paid for as if worked, will be counted as hours worked for purposes of this Section.

10.2 Utilization. Employees who have completed one (1) full calendar month of employment may apply accumulated sick leave towards the following:

- a) Illness or injury when such illness or injury prevents the employees from performing the normal job duties of his/her position or other work which may be available.
- b) Non-emergency medical or dental care, provided such care cannot reasonably be arranged outside regularly scheduled work hours and that the absence is approved 48 hours in advance.
- c) Quarantine as determined by the County Health Officer.
- d) Illness of a member of the employee's immediate family who reside in the household of the employee, provided the employee is required to care for the seriously ill person. In no event may sick leave for this purpose exceed 3 days at any one time or a total of 5 days for the calendar year. In the event an employee requires more time due to a serious illness, the employee may use unused accrued sick leave as provided by federal and state family leave statutes. All sick leave utilized for this purpose will be subject to certification procedures that comply with FMLA/OFLA statutes.
- e) Death of a member of the employee's immediate family as defined below. Morrow County Personnel Policies allow for employees to use up to 40 hours of paid Morrow County Bereavement Leave, followed by up to 40 hours of Accrued Sick Leave while off work due to OFLA (Oregon Family Leave Act) Bereavement. Refer to Oregon Revised Statutes regarding OFLA eligibility and application. After all accrued Sick Leave has been exhausted, employees may use other accrued leave.
- f) Immediate family to be defined as any relative who has for the past year resided continuously in the household of the employee and other relatives as follows:

Mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, stepparents, and stepchildren.

10.3 Physician Certification. If the County has a reasonable cause for concern, they may require a physician's certification of an employee's ability to perform their job.

10.4 Notification. In the event an employee suffers from sickness and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence, and the nature and expected length thereof, prior to the start of his/her regular work shift.

10.5 Termination of Benefit. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except as provided by pension guidelines.

10.6 Limitations. No County employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- a) Disability arising from any sickness or injury purposely inflicted.
- b) Sickness or disability sustained while on leave of absence without pay.
- c) Inability to properly perform required duties because of intoxication.
- d) Injury or illness for which the employee is or should be eligible for industrial insurance benefits by reason of employment with an employer other than the County.
- e) An on the job injury or illness for which the employee is eligible for industrial insurance benefits as determined by SAIF. However, if such time loss injury is for less than 14 days, the employee shall be eligible for sick leave benefits for the day of the injury and the following 2 days. The County shall also continue to provide for medical, life, and long term disability protection as though the employee were working for the duration of the temporary disability.

ARTICLE 11 - VACATIONS

11.1 Accrual. Vacation shall accrue in accordance with the following table:

<u>Years of Service</u>	<u>Accrual Rate Per Hour</u>	<u>Approx. Annual Accrual</u>
0 to 4	.0462	12 days
5 to 9	.0539	14 days
10 to 14	.0616	16 days
15 to 19	.0692	18 days
20+	.0769	20 days

All service credited for vacation accrued purposes must be continuous. In all cases the actual accrual will be based upon hours actually worked, not annual equivalent. Holiday, vacation and sick leave time, provided it was paid for as if worked will count as hours worked for purposes of this section.

Vacation in the form of time off or cash payment shall not be granted to employees until after six months of service have been completed.

11.2 Maximum Accrual. The maximum number of hours of accrued vacation time that an employee shall be allowed to maintain shall be limited to 300 hours. Any employee who has accumulated 300 hours shall have no additional vacation time credited to his/her account until such time as his/her accumulated vacation time drops below 300 hours. However, if the Sheriff has, due to operational conditions, denied an employee's vacation request, the Sheriff shall, upon request of the employee, allow vacation to accumulate beyond the 300 hour maximum for a 90 day period.

11.3 Scheduling. Employees shall be permitted to request either a split or single vacation. Vacation time shall be scheduled with the employee's supervisor. However, each employee will be permitted to exercise seniority only once each year. The County shall have the final determination of vacation times based on operations. To utilize vacation, an employee shall notify his/her supervisor of his/her scheduling request in writing on a form furnished by the County at least 2 weeks but not more than 6 months prior to the start of the requested vacation. The supervisor will approve or deny the request within 5 working days of receipt thereof, but by mutual agreement between an employee and his/her supervisor, vacation may be taken without such advance notice.

11.4 Work During Vacation Period. Any employee who is required to work during vacation period shall be paid for all hours worked at the rate of one and one-half (1½) times his/her regular rate of pay for the entire period of the originally scheduled vacation provided, however, such vacation had been previously approved in advance in accordance with the

provisions of 11.3 Scheduling. The employee's vacation with pay shall be rescheduled to a future period.

11.5 Payment Upon Termination or Death. Upon termination or death of a regular full time employee who has completed at least six months of employment, compensation for all accumulated vacation shall be paid to the employee or his/her heirs.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 Medical Leave Without Pay. Leave without pay will be approved in accordance with federal and state family leave laws. However, employees who have been employed by the County for more than 5 years will have an additional 90 days available upon request subject to operational needs as determined by the supervisor.

12.2 Other Leaves Without Pay. A leave of absence may be allowed at the discretion of the County.

A returning employee will not replace current employees, but shall be placed in the first available opening in the position they took leave from.

12.3 Jury Duty. Regular full time employees shall be granted leave with full pay, computed on the basis of 8 or 10 hours pay (as appropriate) at the employee's regular straight-time hourly rate, any time they are required to report for jury duty or jury service. An eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work. Any employee required to appear in court in connection with or arising from his/her duties with the County shall also be subject to the above provision provided that any employee appearing on behalf of an action against the County or on behalf of the Union shall receive such time off but shall not be compensated therefor.

ARTICLE 13 - COMPENSATION

13.1 Wages. Employees shall be compensated in accordance with the wage schedule attached as an Addendum to this Agreement and which is hereby incorporated into and made a part of this Agreement.

Effective July 1, 2017 the base wage rates shall be increase by three (3.0) percent, to be paid retroactively.

Effective July 1, 2018 the base wage rates shall be increase by three (3.0) percent.

Effective July 1, 2019 the base wage rates shall be increase by three (3.0) percent.

Employees will move from Step 1 to Step 2 of the wage schedule on the one year anniversary date of hire, following a 'Satisfactory' or better performance evaluation. Movement on the schedule shall be annual thereafter, following a 'Satisfactory' performance evaluation or better.

13.2 New Classification. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. If the position is appropriate to this bargaining unit, the Association shall be notified and shall be afforded an opportunity to meet and interim bargain. If the Association and County cannot agree on a rate for the classification, the Association may submit the issue to interest arbitration under ORS 243.698.

13.3 Overtime. Employees shall be compensated at the rate of time and one-half (1.5) for work under the following conditions:

- a) All work performed in excess of 8 hours in any work day for employees working a 5/8 schedule and 10 hours in any day for employees working a 4/10 schedule.
- b) All work performed in excess of 40 hours in the established work week of Monday at 12:01 a.m. through Sunday at midnight.
- c) All work performed on the sixth or seventh day of work in a regular work week or when a 4/10 work week is in effect, all work performed on the fifth, sixth or seventh day in a regular work week.
- d) All work performed during hours not scheduled at least 72 hours in advance except as provided in 8.2 Work Schedule.

Overtime pay shall not be paid when shift trades are mutually agreed between employees. The County must approve all shift trades.

13.4 Spousal Notice. The County will continue to assist in notification of employee

spouses when overtime not scheduled in advance is worked.

13.5 Defined Hours of Work. For purposes of computing hours worked over 40 in a work week, hours which are compensated but not worked because of vacation, sick leave or holiday observance shall be considered as hours worked.

13.6 Callback. Employees called back to after going off duty shall be paid a 3 hour minimum or actual number of hours worked, whichever is greater at the overtime rate. This Callback provision will not apply when employees are called in early to work a regular shift.

Employees shall be paid 2 hours, or the actual number of hours worked, whichever is greater, at the overtime rate for scheduled Court appearances.

13.7 No Pyramiding. In no event shall the County be required to provide compensation twice for the same hours.

13.8 Certification Pay. Patrol and Communications personnel who possess an Intermediate certificate from the Department of Public Safety Standards and Training shall move to the Intermediate Pay Range, which shall be at least two and one half percent (2.5%) above the Basic Pay Range.

Patrol and Communications personnel who possess an Advanced certificate from the Department of Public Safety Standards and Training shall move to the Advanced Pay Range, which shall be at least five percent (5%) above the Basic Pay Range.

New non-certified employees will be paid at the uncertified rate on the salary scale until they receive their Basic Certificate. They will move to the Basic step of the scale at the beginning of the next month after their certificate is officially granted by the DPSST. Movement thereafter shall be in accordance with the remainder of this Section and Section 13.1 above.

Employees who receive their Intermediate or Advanced Certificate shall move to the appropriate salary scale at the beginning of the next month after their certificate is officially granted by the DPSST. Movement thereafter shall be in accordance with the remainder of this Section and Section 13.1 above.

13.9 Temporary Assignment. Employees temporarily assigned to do the work of a lower-paying classification shall not have their pay rate decreased. The provisions of this section shall not, however, prevent the County from assigning an employee the work and pay of a lower classification when the employee is unable to perform his regular job duties due to disability, lack of work (e.g., layoff), or for other reason.

13.10 Paychecks. Pay checks shall be issued every two weeks on Thursdays. Prior to any change in the County's payday, the County must give at least 30 days notice.

13.11 Shift Differential. Communications Deputies assigned to graveyard and relief shift

will receive an additional \$.40 an hour for actual worked hours.

13.12 Promotion Upon promotion to another position within the bargaining unit, an employee will be placed at the lowest step of the promotional salary range that provides a minimum five percent pay increase, not, however, to exceed the top step. Step increases shall be annual thereafter based on the anniversary date of the promotion.

13.13 Training Incentive A Deputy Sheriff or Communications Deputy who is assigned or directed to act in the capacity as a trainer shall be paid an incentive of five (5) percent above their base line wage only for the actual time spent in training and only with prior Department approval.

ARTICLE 14 - SENIORITY

14.1 Definition. Seniority shall be defined as follows:

- a) County Seniority: Total length of unbroken service with the County.
- b) Department Seniority: Total length of unbroken service with the Department.
- c) Classification Seniority: Total length of service within a given job classification.

14.2 Loss of Seniority. Seniority shall be lost for the following reasons:

- a) The employee resigns.
- b) The employee is discharged.
- c) The employee retires
- d) The employee is laid off because of a reduction in force or lack of work for a period in excess of 18 months.
- e) The employee is absent from work for 25 consecutive hours from the start of the shift missed (i.e. 1 hour into the shift of the second consecutive workday missed) without notifying his/her supervisor or without being excused in advance by his/her supervisor, unless it can be affirmatively shown that it was impossible for the employee to give such notice.
- f) Unless a reason satisfactory to the supervisor is given, failure to respond within 5 working days after receipt of a notice of recall from a layoff, or failing to return to work on the date specified in the notice. Such notice shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only", to the employee's last known address on file with the County.
- g) Securing other employment during a leave of absence, unless agreed to in advance by the Supervisor.
- h) While on layoff, failure to register in person or by mail with the supervisor or designee upon change of address, telephone number and at least once every 6 months during the period of layoff signifying his/her availability for recall.

14.3 Seniority Lists. Once a year, the County shall post, on the work area bulletin board, a seniority list.

14.4 Trial Period. An employee who is selected to fill a job opening shall serve the same probationary period that is specified for new employees in Article 6 hereof. However, in the event he/she is unable to satisfactorily perform the job within that period, he/she shall have the right to return to his/her most recent job classification with all seniority restored within that classification.

If the employee who was selected to fill the job opening has not completed his/her initial probationary period as specified in Article 6 hereof, the above specified probationary period and the probationary period specified in Article 6 shall run concurrently.

14.5 Layoff and Recall. In the event of a layoff of employees, selection of employees retained will be in accordance with the classification seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude, and ability to perform the work equal to those of the employees laid off.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater department seniority and possesses qualifications, aptitude, and ability to perform the work equal to the employee he/she displaces.

In the event the Association considers the supervisor's above determination as to relative qualifications, aptitudes, and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2 thereof.

Employees shall be recalled from layoff in the reverse order of the layoff as openings occur within the job classification to which the employee was assigned at the time of layoff.

ARTICLE 15 - INSURANCE AND RETIREMENT

15.1 Retirement. The County agrees to maintain its existing retirement plan, subject to the terms and conditions thereof as it applies to regular employees working 20 hours or more per week in the bargaining unit, as follows:

The formula for determining retirement benefits shall be 3% times years of membership, times average monthly earnings for employees hired before December 31, 1994. The formula for determining retirement benefits shall be 2.4% times years of membership, times average monthly earnings for employees hired after December 31, 1994.

15.2 Health Insurance. The County agrees to provide the following Oregon Teamster Employer Trust insurance plans, or plans that are substantially comparable, for employees covered by this agreement, if available:

Medical Plan G/W
Dental Plan 6
Vision Plan 4

The County agrees to pay 90% of the annual premium, up to a 12% increase in premium from the prior year. Any premium increase over 12% from the prior year shall be the responsibility of the employee.

Employees are eligible for benefits upon having eighty (80) compensable hours in a month, or within 90 days of employment, whichever comes first, and coverage will become effective on the first of the month following eligibility, consistent with trust requirements.

15.3 Health Reimbursement Arrangement. The County shall contribute the sum of \$125.00 each month per eligible employee to a tax exempt Health Reimbursement Arrangement (HRA) account, if available. The County shall make this contribution on behalf of any employee who participates in benefits under Article 15.2.

15.4 Life Insurance. The County agrees to provide \$20,000 in life insurance benefits and maintain the \$2,000 double indemnity life insurance currently in force or an equivalent life insurance plan.

15.5 Long-Term Disability. The County agrees to continue to provide the present or an equivalent long-term disability insurance plan.

15.6 Air Medical Transport Insurance. The County will purchase a standard annual family membership to an air medical transportation insurance plan for each employee in the bargaining unit. Initial policy application is to be made by the individual employees and will become effective as provided for in the policy. The County's commitment is limited to the cost of the premium. Any costs not covered by the insurance are the responsibility of the employee.

ARTICLE 16 - UNIFORMS AND WEAPONS

16.1 Patrol Deputies.

The County shall furnish and replace as required at no cost to patrol deputies, three each long sleeve wash and wear shirts, summer short sleeve wash and wear shirts and wash and wear pants (the initial tailoring to be paid for by the County); Gun belt and duty gear, badge, winter coat, rain jacket, patrol rifle and shotgun for each vehicle, bullet proof vest, ASP baton, name tag, spare magazines, flashlight with batteries as required, mace and handcuffs. Bullet proof vests will be at least threat level II, in good repair and not older than 5 years. When replacing older vests, the employee may choose a threat level II or threat level IIIA vest. The brand will be selected by the County.

The County shall purchase Danner Uniform boots from the following list and replace them on an as needed basis not to exceed \$300. In the circumstance that none of the listed boots are an adequate fit for the Deputy, substitute boots may be approved by the Sheriff. Approved purchase includes Danner Acadia, Danner Blackhawk II, Danner Recon, Danner Lookout, and Danner Striker Torrent.

All clothing and equipment is to be in good condition and to fit the employee, in a manner becoming to professionals.

16.2 Communications Deputy.

The County shall furnish, at no cost to Communications Deputies, (3) three shirts and (3) three dress slacks (The initial tailoring to be paid for by the county). County will replace uniforms as needed, but in no event more than 3 shirts and 3 slack per year.

The County will reimburse a Communications Deputy up to \$50 for approved footwear on an as needed basis, but in no event more than once a year per employee. (e.g. An employee receives a reimbursement on July 1, 2017, they will not be eligible for any further reimbursement until July 1, 2018. Shoes shall be black in color, see Sheriff's Office policy for further details.

All clothing is to be in good condition and to fit the employee, in a manner becoming to professionals.

16.3 Handguns.

The County will furnish handguns to patrol deputies and assume the responsibility for maintenance of such guns. It will be the employee's responsibility to make deficiencies known to the Sheriff. Each employee shall be responsible for cleaning of his/her assigned handgun. Cleaning kits and supplies necessary for cleaning of the handguns will be made available without cost to each employee.

The County will furnish ammunition for authorized weapons.

16.4 Non-uniformed Staff

Deputies assigned to non-uniform duties in the Criminal Division, upon request, shall be paid a clothing allowance of \$500 per fiscal year.

16.5 Termination of Employment. It is expressly recognized and understood that title for all items issued remains with the County and that upon termination of employment for any reason whatsoever, all items issued pursuant to this Article will be returned to the County or purchased from the County at the original purchase price paid by the County. Final payment of wages to the employee shall be contingent upon satisfaction of this section.

The loss of any assigned items by an officer as a result of negligence or wrongful and willful misconduct while in the execution of his/her duties or any loss of County property not arising out of the officer's conduct of his/her duties, shall require replacement of such equipment with all cost attendant thereto borne by the employee.

ARTICLE 17 - SUBSTANCE ABUSE

The bargaining unit agrees to abide by the County's drug testing procedures that were jointly developed by the Association and the County that are contained in the Health and Safety Article of the County Personnel Policies, with the following additional provisions unique to law enforcement personnel:

A. Illegal Activity:

Any employee whose substance use or abuse would amount to a dischargeable offense, specifically an activity that could constitute a criminal offense, will not be eligible for rehabilitative treatment and counseling.

B. Off-the-Job Consumption of Intoxicants:

Any employee responding to a callout who has consumed any intoxicant within eight (8) hours of said response shall advise his/her supervisor of the relevant circumstances pertaining thereto at the time he/she reports for duty. It shall then be the supervisor's responsibility to determine whether or not the employee shall be allowed to work and, if allowed to work, under what, if any, limitations. Intoxicant shall be defined as alcohol and marijuana (THC) as well as prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

C. On Duty Use of Medications

Employees are required to disclose use of prescription and over-the-counter medications that contain warnings that the use of such medications could impair their ability to safely perform their job duties.

ARTICLE 18 - SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall be effective as of its execution date or July 1, 2017, whichever is later, except as otherwise provided herein, and shall remain in full force and effect until the 30th day of June, 2020. Should the date of execution be after July 1, 2017, increases in wage rates shall be applied retroactively to July 1, 2017.

This Agreement shall be automatically renewed from year to year beyond the expiration date unless either party shall notify the other in writing prior to January 1, of the expiring year or any subsequent year that it desires to modify this Agreement.

EXECUTION OF AGREEMENT

This Agreement is executed this the _____ day of _____, 2017 by the following parties:

For the County

For the Association

Melissa Lindsay, Commissioner

President

Don Russell, Commissioner

Teamsters Local 223

Jim Doherty, Commissioner

OREGON TEAMSTER EMPLOYERS TRUST

SUBSCRIPTION AGREEMENT

(As Revised November 2013)

The Oregon Teamster Employers Trust Requires All
Participating Employers Be a Party to This Subscription Agreement

1. Labor Agreement.

EMPLOYER: Morrow County (hereafter Employer)

UNION: Teamsters Local Union No. 223 (hereafter, Union) are

parties to a collective bargaining agreement (hereafter, Labor Agreement). The Labor Agreement is effective from July 1, 2017, to June 30, 2020.

You must attach a copy of the signed Labor Agreement. The health and welfare provisions are on page 25.

2. Please Identify if Employer is:

Corporation Partnership Sole Proprietorship
 Governmental Agency Limited Liability Co. Other

3. Funding of Any Contribution Increases (check whichever applies).

The Labor Agreement provides a method to cover the cost of any contribution increases during the life of the Labor Agreement.

The Labor Agreement does not provide a method to cover the cost of all contribution increases during the life of the Labor Agreement.

It is understood and agreed that the Board of Trustees reserves the right to increase the contribution rate(s) for the benefit plans it provides. Where the Labor Agreement does not provide sufficient contributions to support the benefit plans elected, the Board of Trustees will cancel the bargaining unit's participation in the Trust unless the bargaining parties agree upon a method for submitting the full required contribution amount for the benefit plan(s) elected.

4. Eligibility Rules. Benefits are only available to eligible participants in accordance with the terms of the benefit plans maintained by the Trust. All Teamster bargaining unit employees that meet the requirements of the collective bargaining agreement providing for participation in the Trust must be reported. The fact that an individual may have other coverage does not relieve the Employer of its obligation to contribute to the Trust on behalf of all eligible Teamster bargaining unit employees.

Please identify eligibility requirements as defined in the collective bargaining agreement:

(a) Define the minimum number of hours per month required for eligibility: 80

(b) Define the type of hours that are reported (hours worked; hours compensated; straight time hours, etc.): compensated

(c) Identify any initial probationary period: _____

(d) Identify any contractually excluded classes of Employees (i.e., seasonal, etc.): Temporary and any other employees exempt from collective bargaining as defined by State statute shall be excluded. (See Article 1 for definition of temporary employees).

5. **Benefit Plan Contributions.** The Labor Agreement provides that the undersigned Employer shall make contributions to the Oregon Teamster Employers Trust for the purpose of providing the bargaining unit employees, and their dependents, with the benefit plan(s) specified below:

SELECTED OTET BENEFIT PLANS	PLAN DESIGNATION	EFFECTIVE DATE	BASED ON HOURS IN MONTH OF
Health & Welfare Plan	G-W	July 1, 2017	June, 2017
Health & Welfare Plan			
Dental Plan	D-6	July 1, 2017	June, 2017
Dental Plan			
Vision Plan	V-4	July 1, 2017	June, 2017
Vision Plan			
Retiree Plan 3			
Health Care Reimbursement Arrangement			
Other			

It is understood and agreed that the undersigned Employer shall submit the full monthly contribution rate for each employee each month, regardless of collective bargaining agreement provisions requiring employees to bear a portion of the costs of said contribution.

6. **Contribution Due Date.** Contributions are due on the fifteenth (15th) of the month following the month in which the hours are worked or compensated. Contributions received after that date are considered delinquent. It is acknowledged that coverage is not provided unless contributions are made.
7. **Right to Audit.** All Employers are subject to audit on a regular basis. Employers with employees participating pursuant to this Agreement are subject to the Trust's audit provisions and policies. If unauthorized individuals are reported, the Trustees may recover any improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid, or from the Employer, and may also retain any contributions made on behalf of the ineligible individuals. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made. Interest on unpaid contributions, liquidated damages, audit fees, attorney's fees, and any other collection costs as provided for in the Trust Agreement may also be recovered. The Employer agrees that in the event OTET incurs any liability or expense (including reasonable attorney fees, auditor fees or claim audit fees in the event of an overpayment refund request) as a result of the Employer's failure to abide by this Agreement, the Employer shall be liable for such incurred liability or expense.

7.A. Mandatory Arbitration of Claims Seeking Recovery of Benefits Paid on Behalf of Improperly Reported Employees and Their Beneficiaries.

Section 7 of this Agreement provides that if the Employer reports unauthorized individuals, the Trust may recover the improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid or the Employer who reported the unauthorized individual. The Trust pursues such claims if the improperly paid benefits exceed the contributions made on the unauthorized individual's behalf.

This provision provides a forum for hearing and resolving such claims and for the Trust to recover amounts found to have been paid to improperly reported individuals and is effective January 1, 2014 for currently participating groups and is effective immediately for new groups beginning participation in the Trust on or after September 1, 2013.

As a condition of continuing participation in the Trust, the parties hereby agree that any claim to recover benefits paid on behalf of an unauthorized individual as a result of the Employer's reporting shall be handled pursuant to mandatory arbitration. The arbitrator shall be appointed pursuant to the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to determine if the Employer reported an unauthorized individual and, if so, the amount of benefits which were paid to the unauthorized individual or his or her dependents as a result. The arbitrator shall also have the authority to order the Employer to repay the Trust for benefits payments made to unauthorized individuals or their dependents. The statute of limitations will be that for contracts under Oregon law.

Venue for any arbitration shall be in Portland, Oregon. The cost of arbitration shall be split equally between the parties though the arbitrator shall have the authority to order one party to pay the full cost. The parties expressly acknowledge that the arbitrator shall have the authority to award recovery of benefit payments to unauthorized individuals notwithstanding any limitations on judicial remedies that may exist under 29 U.S.C. 1132(a). Any enforcement action shall be pursuant to the Federal Arbitration Act.

8. **Obligation to Maintain Records.** All Employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Records are to be retained for seven years after the contributions are made pursuant to applicable laws. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to meet the applicable eligibility requirements did have sufficient hours in a month to require a contribution.
9. **Continuation Rights.** If an Employer ceases participating in the Trust pursuant to any collective bargaining agreement, any former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws, will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer unless federal law requires to the contrary.
10. **No Transfer of Assets.** If any Employer ceases participation in the Trust, the withdrawing Employer and participants shall have no right or claim to any of the assets of the Trust.
11. **Subscription to Trust Agreement.** In consideration of their acceptance as participants in the Oregon Teamster Employers Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. It is specifically acknowledged that said Trust Agreement contains provisions relating to payroll audits and the collection of delinquent Employer contributions including provisions concerning the imposition of audit costs, liquidated damages, interest, attorneys' fees and court costs.
12. **Acceptance of Trustees.** The undersigned Employer and Union hereby accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees

of the Oregon Teamster Employers Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.

13. **Term.** This Subscription Agreement shall be effective during the term of the aforesaid Labor Agreement and during the term of all successive Labor Agreements which require Employer contributions to the Oregon Teamster Employers Trust provided, however, that the undersigned Employer, Union, or the Board of Trustees, may terminate this Subscription Agreement as of the expiration date of the aforesaid Labor Agreement, or at the end of any successive Labor Agreement, by giving sixty (60) days advance notice, in writing, to the other parties.
14. **Small Bargaining Unit Supplement.** If the Employer has three or fewer employees being reported to the Trust, it must complete a Small Bargaining Unit Supplement.

EMPLOYER

UNION

Morrow County

Name of Employer • Please Print

Teamsters Local Union No. 223

Name of Union • Please Print

PO Box 867

Street Address • Please Print

1230 NE 106 Avenue

Street Address • Please Print

Heppner OR 97836

City, State, Zip Code • Please Print

Portland OR 97220

City, State, Zip Code • Please Print

By:

Signature of Employer Representative

Date

By:

Signature of Union Representative

11/22/2017
Date

By:

Employer Representative • Print Name

By:

Clayton D. Banry

Union Representative • Print Name

Secretary-Treasurer

Title of Employer Representative • Please Print

Title of Union Representative • Please Print

APPROVAL OF TRUSTEES

By:

Chairman

Date

By:

Secretary

Date

Instructions to Local Unions and Employers:

The Board of Trustees of the Oregon Teamster Employers Trust reserves the right to decline employer contributions unless this Subscription agreement is submitted, correctly filled out, and executed by the contributing employer and union. A duplicate original (or photocopy) of the signed Labor Agreement MUST BE ATTACHED. Please keep a copy for your records.

Where an employer association is executing this Subscription Agreement on behalf of several employers, the names and address of the individual employers, and the requested information concerning the form of the employers' businesses should be included on separate attached sheets. Likewise, if a union representative is signing for more than one local union, the names and addresses of the individual local unions should be included on separate sheets. Please keep a copy for your records.

Whenever the employer and the union select benefit plans other than those indicated above in this Subscription Agreement, a new Subscription Agreement must be submitted. Please keep a copy for your records.

Extra copies of benefit plan booklets and extra copies of the Trust Agreement are available from the Trust Administrative Office. The Trust Administrative Office is The William C. Earhart Company, Inc., 3140 N.E. Broadway, Portland, Oregon 97232; phone number 503-460-5212; WATS 1-877-396-4612.

OREGON TEAMSTER EMPLOYERS TRUST
RULES GOVERNING PARTICIPATION AGREEMENTS

(As revised through June 1, 2005)

1. Overview

All participation in the Oregon Teamster Employers Trust (Trust) requires a written agreement. This document outlines the type of participation agreements used by the Trust and the rules governing them. If you have questions or need one of the participation agreements described below, please contact the Trust Office at:

The William C. Earhart Company
P.O. Box 4148
Portland, OR 97208
(503) 282-5581
1-800-547-1314

2. Rules Governing Participation in the Trust

The participation agreements used by the Trust and the situations in which they are required are set forth below.

<u>Agreement</u>	<u>When it is Required</u>
Subscription Agreement	All Employers whose employees participate in the Trust pursuant to a Teamster collective bargaining agreement must execute a Subscription Agreement.
Subscription Agreement - Small Employer Supplement	Any Employer with a Teamster bargaining group of three (3) or fewer employees must execute a Small Employer Supplement to the Subscription Agreement.
Non-Bargaining Unit Agreement	The Board of Trustees in its sole discretion may allow an Employer's non-bargaining unit employees to participate in the Trust provided there is a collective bargaining agreement with a Teamster Local belonging to Joint Council 37 requiring contributions to the Trust. Participation by any employee not performing work covered by a collective bargaining agreement requires a non-bargaining unit agreement.

Non-Bargaining Unit Agreement – Owner and Family Member Supplement

If an Employer signs a non-bargaining unit agreement, the Trust requires that it identify whether any owners or family members of owners are covered under it and the circumstances and the conditions under which they participate.

Non-Teamster Bargaining Unit Agreement

The Board of Trustees in its sole discretion may allow employees represented by a union other than the Teamsters to participate in the Trust provided there is a collective bargaining agreement with a Teamster Local belonging to Joint Council 37 requiring contributions to the Trust. Such participation requires a Non-Teamster Bargaining Unit Agreement.

3. **Subscription Agreement**

a. **When is it Required?**

This Agreement is required for all Employers which have a collective bargaining agreement with a Teamster Local affiliated with Joint Council 37 which requires contributions to the Trust. If the Employer has multiple Teamster collective bargaining agreements requiring contributions to the Trust, only one Subscription Agreement is required.

b. **Explanation of Provisions**

This provides directions and background concerning the questions contained in the Subscription Agreement.

(i) **Section 1 – Labor Agreement**

This seeks basic information about the labor Teamster agreement providing for participation in the Trust. It asks the names of the bargaining parties and the dates of the agreements. **To allow the Trust to properly oversee the contribution obligation it requires that a copy of the collective bargaining agreement be attached.**

(ii) **Section 2 – Maintenance of Benefits**

This section asks whether the bargaining agreement has a provision dealing with potential contribution increases which may occur during the life of the collective bargaining agreement.

(iii) **Section 3 - Eligibility Rules**

This section asks you to identify the requirements established by the collective bargaining agreement for reporting employees. This section is important. The Trust looks to the written terms of the collective bargaining agreement to determine who should be reported and ignores unwritten understandings. If the bargaining agreement does not address the issues covered under Section 3, the bargaining parties may wish to address the open issues.

(iv) **Section 4 - Benefit Plan Designation**

This asks you to designate which benefit plan options the bargaining agreement provides for. These options are:

<u>Medical</u>	<u>Dental</u>	<u>Vision</u>
Plan FW	Dental Plan 4	Vision Plan 4
Plan GW	Dental Plan 5	Vision Plan 5
	Dental Plan 6	Vision Plan 6

In regards to the Retiree Plan, indicate yes if the collective bargaining agreement requires a monthly contribution to the Retiree Plan. The choice in regards to Supplemental Time Loss Coverage is \$225 for the first 13 weeks and \$250 for the second 13 weeks. Time loss is otherwise included with medical plan option you choose.

All coverages under the Trust are based on hours worked in the preceding month. For example, contributions on hours worked in February provide March coverage.

(v) **Payment Due Date**

Contributions to the Trust are due on the 15th of the month following the month in which hours are worked unless the collective bargaining agreement provides a different date. If the collective bargaining agreement provides a different contribution date, it must be stated here.

(vi) **Sections 6 - 12**

These are standard provisions applicable to any participation in the Trust. Participating employers are required to observe these provisions and should review them carefully.

(vii) **Section 13 - Small Employer Supplements**

This indicates that an employer with three or fewer employees must complete the small employer supplement discussed below.

(viii) **Employer Information**

This seeks basic information about the Employer. The Employer should provide its contact information and identify what it is (corporation, partnership, etc.)

c. **Submission of Agreement**

A completed Subscription Agreement and a copy of the applicable collective bargaining agreement must be submitted to the Trust Office. All Subscription Agreements are subject to approval by the Board of Trustees.

3.A **Subscription Agreement - Small Employer Supplement**

a. **When is it Required?**

Employers with three (3) or fewer bargaining unit employees are required to fill out the Small Employer Supplement.

b. **Explanation of ProvisionS**

(i) **Section 2 - Minimum Hours Worked Required**

You must identify the number of hours which must be worked each month to qualify for coverage. You must state the number of hours required to be eligible. Any eligibility requirement below 40 hours a month will be rejected.

(ii) **Section 3 - Question Regarding Family Members**

This question asks if any owners or family members are covered by the collective bargaining agreement providing for participation in the Trust.

If there are none, mark no, sign the last page and return the form to the Trust Office.

If the answer is yes, you need to complete the rest of the form.

(iii) **Section 4 - Form of Business Entity**

This asks you to identify the form of the company (i.e., corporation, partnership, etc.).

(iv) **Section 5 - Name of Each Covered Owner or Family Member**

This seeks individual information about each family member who is covered by the collective bargaining agreement.

(v) **Section 6 - Business Agent**

In this section you must identify the Teamster Business Agent with whom you negotiated your collective bargaining agreement.

(vi) **Section 7 - Certification**

This requires you to certify that the information is true, that you understand the Trust will recover any benefits paid to an ineligible person from either that person or the Employer and to acknowledge that the Trust will audit the Employer's records on an ongoing basis.

4. Non-Bargaining Unit Agreement

a. **When is it Required?**

This Agreement is required if any Employer wishes to cover its non-bargaining unit employees. Non-bargaining unit participation is not allowed unless there is a Teamster bargaining unit participating in the Trust. Non-bargaining unit participation is entirely discretionary with the Trust.

b. **Explanation of Provisions**

(i) **Section 1 - Identification of Non-Bargaining Unit Group**

This seeks information about the non-bargaining group for which coverage is sought. Information sought includes where the group is located, if the Employer intends to exclude any non-bargaining unit employees, when coverage begins and the eligibility requirements which apply. As noted here and in Section 2 as well, the eligibility requirements must be identical to those established in a collective bargaining between the Employer and a Teamster Local.

(ii) **Section 2 - Identification of Teamster Bargaining Agreement**

In this section Employer is required to provide information about the Teamster contract which contains the eligibility requirements the Employer is following for its non-bargaining unit employees.

(iii) **Section 3 - Relative Size of Teamster and Non-Bargaining Unit Group**

As of November 10, 2004, the Trust will not allow new non-bargaining unit or non-Teamster groups to participate if these groups individually or combined are larger than the Employer's Teamster group. As a result, this section seeks information about the approximate size of the Employer's Teamster non-bargaining unit and non-Teamster bargaining unit (if applicable) groups which participate or are seeking participation in the Trust.

(iv) **Section 4 - Eligibility Rules**

This summarizes the Trust's eligibility rules for non-bargaining unit participation.

(v) **Sections 5 - 12**

These sections sets out other rules governing non-bargaining unit participation in the Trust.

(vi) **Section 13**

This references the Owner and Family Member Supplement to the non-bargaining unit agreement which is described in more detail under Section 5 below.

c. **Submission of Agreement**

All new non-bargaining unit groups require the approval of the Board of Trustees. The completed form must be submitted to the Trust Office.

4A. Owner and Family Members Supplement to Non-Bargaining Unit Agreement

a. **When is it Required?**

This Supplement is required of any Employer entering into a non-bargaining unit agreement with the Trust. It seeks to assure that any owners or family members being reported meet the Trust's eligibility requirements.

b. **Explanation of Provisions**

(i) **Section 2 - Participation of Owners and Family Members**

This question asks if any owners or family members are covered by the proposed non-bargaining unit agreement. If the answer is no, sign the last page and return this form to the Trust Office.

If the answer is yes, you will need to complete the rest of the form. Subpart (B) asks for information about each owner or family member of an owner participating in the Trust. All questions must be answered for each individual family member. Section 2 defines who is a family member who must be reported.

(ii) **Certification**

This section requires you to certify that the information is correct and that you understand the Trust can recover any improperly paid benefits from either the Employer or the ineligible person and that the Trust will audit the Employer.

5. **Non-Teamster Bargaining Unit Agreement**

a. **When is it Required?**

This Agreement is required if an Employer with a collective bargaining agreement with a Teamster Local belonging to Joint Council 37 also wishes to cover a collectively bargained group represented by a union other than the Teamsters. The participation of non-Teamster bargaining groups is entirely discretionary with the Board of Trustees.

b. **Explanation of Provision**

(i) **Section 1 - Identification of Non-Teamster Bargaining Unit**

This seeks information about the non-Teamster bargaining group for which coverage is sought.

(ii) **Section 2 - Identification of Teamster Collective Bargaining Agreement**

The plans in which the non-Teamster bargaining unit participates and the eligibility rules which apply must be the same as those provided for in a bargaining agreement between the Employer and a Teamster Local participating in the Trust. This seeks information about the Teamster bargaining agreement which is the model.

(iii) **Section 3 - Relative Size of Teamster and non-Teamster Bargaining Group**

As of November 10, 2004, the Trust will not allow new non-bargaining unit groups or non-Teamster groups to participate if these groups are individually or combined larger than the Teamster group. This section seeks information regarding the relative size of the Teamster bargaining unit group and the non-Teamster bargaining unit and the non-bargaining

unit (if applicable) group which participate or are seeking participation in the Trust.

(iv) Sections 4 - 12

These provisions outline the terms which govern participation in the Trust.

c. Submission of Agreement

All new non-Teamster bargaining agreements require the approval of the Board of Trustees. The completed form must be submitted to the Trust Office.

6. Questions

Any questions about any of the Agreements should be addressed to the Trust Office:

The William C. Earhart Company
P.O. Box 4148
Portland, OR 97208
Phone: 503-282-5581

Representations about these Agreements by union officials or other individuals (even if Trustees) are not binding on the Trust. Participating Employers remain subject to the terms of their collective bargaining agreement, the governing Trust Agreement and applicable law.

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

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

MCPW opened bids for a new compact track loader on November 16th at 3:30 pm. There was (5) bids received and opened. After review of bids the following breakdown was completed:

1) Bobcat of Pasco / Bobcat T750 T4 Compact Track Loader	\$ 58,377.36
2) Pape Machinery / John Deere 333G Compact Track Loader	\$ 75,700.00
3) Western States Cat / Cat 299D2 Multi Terrain Loader	\$ 77,879.17
4) Brim Tractor / New Holland C227 Track loader (Does not meet specs)	\$ 42,625.00
5) Brim Tractor / JCB 215T T4 Track loader (Does not meet specs)	\$ 57,619.86

2. FISCAL IMPACT:

Current balance of 201-220-5-40-4401 Equipment replacement \$ 256,979.80

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

Motion to award bid to Bobcat of Pasco for a new Bobcat T750 T4 Compact Track Loader in the amount of \$ 58,377.36 and authorize purchase.

Attach additional background documentation as needed.

Bid Opening
Track loader

11/16/17
3:30 P.M.

Matt Scribner
SAND: Painter
Western States Rep.

Brim -

Brim tractor

LARVA CROCKER

• \$ 57,619.86

New Holland

• \$ 42,625-

Western State

• \$ 77,879.17

Pape Machinery

JD 333 6 Track loader

• \$ 75,700-

Bobcat

T750 T4 - Comp loader

• 58,377.36

Morrow County Public Works is accepting quotes for a new Compact Track Loader. Machine to be a Vertical lift arm path, 3325# rated operating capacity, cab enclosure with heat and AC, High flow hydraulics, Sound reduction, Hydraulic bucket positioning, power bob-tach, deluxe instrument panel, keyless start, attachment control unit, Two-speed travel, 3 point seat belt, selectable joystick controls, heated air ride suspension, roller suspension carriage, radio, reversing fan, automatic ride control, 80" C/I heavy duty bucket. For a complete list of specifications contact the MCPW office, or Email at spointer@co.morrow.or.us

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. Thursday November 16, 2017. No later than 2:00 p.m. Bids must be in a sealed envelope marked. Bids will be opened **November 16th at 3:30 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.

COMPACT TRACK LOADER

Vertical Lift Arm Path

3325 lbs.

RATED OPERATING CAPACITY

DIMENSIONAL SPECIFICATIONS

Angle of Departure	29°
Dump Angle @ Maximum Height	37°
Dump Height with Standard Bucket.....	104.3" (2649 mm)
Reach @ Maximum Height.....	33.6" (853 mm)
Ground Clearance	7.8" (198 mm)
Height to Hinge Pin	132.0" (3353 mm)
Cab Height	81.3" (2065 mm)
Length without Attachment.....	114.3" (2903 mm)
Length with Standard Bucket.....	141.6" (3597 mm)
Overall Operating Height.....	166.6" (4232 mm)
Carry Position.....	9.2" (234 mm)
Rollback Angle @ Carry Position.....	31.5°
Turning Radius with Standard Bucket.....	88" (2235 mm)
Length of Track on Ground	63.7" (1618 mm)
Width with Standard Bucket	80.0" (2032 mm)
Overall Width 12.6" Tracks.....	72.9" (1852 mm)
Overall Width 17.7" Tracks.....	78.0" (1981 mm)

PERFORMANCE

	Solid-Mounted Undercarriage	Roller Suspension Undercarriage (Optional)
Rated Operating Capacity (per ISO 14397-1)	3325 lbs. (1508 kg)	3200 lbs. (1451 kg)
Rated Operating Capacity with Counterweight Option		
With 200 lb. Weight Kit	3425 lbs. (1554 kg)	3300 lbs. (1497 kg)
With 300 lb. Weight Kit	3500 lbs. (1588 kg)	3375 lbs. (1531 kg)
With 400 lb. Weight Kit	3575 lbs. (1622 kg)	3450 lbs. (1565 kg)
Tipping Load (per ISO 14397-1)	9500 lbs. (4309 kg)	9143 lbs. (4147 kg)
Operating Weight (SAE J732)	10465 lbs. (4747 kg)	10573 lbs. (4796 kg)
Travel Speed	6.6 mph (10.6 km/hr)	6.6 mph (10.6 km/hr)
Travel Speed- 2 Speed Option		
Low Range	6.1 mph (9.8 km/hr)	6.1 mph (9.8 km/hr)
High Range	10.7 mph (17.2 km/hr)	10.7 mph (17.2 km/hr)
Lift Breakout Force	6994 lbs. (3172 kg)	
Tilt Breakout Force	6494 lbs. (2946 kg)	
Push Force	9237 lbs. (4190 kg)	9428 lbs. (4276 kg)
Ground Pressure with 17.7" Tracks (standard)	4.2 psi (.029 MPa)	4.3 psi (.03 MPa)

*Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J 818 for crawler loaders

ENGINE/ELECTRICAL

- Loader shall have a 4 cylinder, liquid-cooled diesel; 85.0 hp (63.4 kW) at 2400 governed RPM.
- Loader engine shall have a minimum torque of 239.7 lbf-ft (325.0 N-m) at 1600 RPM.
- Engine displacement shall be no more than 208.0 in³ (3.4L)
- Loader engine shall be turbo charged.
- Loader shall be equipped with a hydraulically driven, variable speed cooling fan.
- Loader shall have a reversing cooling fan option. Reversing fan shall include three modes:
 - Off
 - Manual Operation: Operator can momentarily reverse fan direction as desired
 - Automatic Operation: Loader will reverse the fan automatically based on fluid temperatures
- Engine must meet EPA Tier 4 Emission compliance without the aid of a diesel particulate filter.
- Spark arrestor device, dual element air cleaner and glow plug cold weather assist shall be provided as standard equipment.
 - Cold weather assist shall be automatically activated.
 - Air cleaner shall be a dry replaceable cartridge with safety element and pre-cleaner.
 - Air intake pre-cleaner shall be included in the air cleaner housing.
 - An additional system to increase pre-cleaner efficiency shall be standard.
- Fuel recirculation system that can bypass fuel cooler to aid in cold weather operation shall be standard equipment.
- Loader shall limit engine RPM until specified engine operating temperature is attained to protect engine premature wear due to cold temperatures.
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C).
- Loader shall be equipped with a Diesel Oxidation Catalyst (DOC)
- Engine shall utilize an Engine Gas Recirculation (EGR) system.
- Loader shall be equipped with a Selective Catalytic Reduction (SCR) system.
- Loader shall require Diesel Exhaust Fluid.
- Loader shall indicate when the SCR system is in Desox
- An SCR DeSox Inhibit Switch shall be available.
- Loader shall be equipped with a Dosing Control Unit to electronically monitor and control the performance of the SCR system.
- The loader's fuel injection system shall include a High Pressure Common Rail (HPCR).
- Fuel filter shall have a 4 micron C rating at 99.6% efficiency.
- Loader shall be equipped with a dual path cooling system which brings cool, clean air from above the machine for engine and hydraulic system cooling. While at the same time removing hot air from the engine and hydrostatic area.
- Battery shall be a 12 volt with a minimum of 1000 cold-cranking amps.
- Alternator shall be a minimum 120 amp.
- Starter shall be a 12 volt; 3.62 hp (2.7 kW), gear type.
- Engine accessory belt shall not require any adjustments.
- Engine shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather operation.

DRIVE SYSTEM

- Shall have a fully hydrostatic track drive.
- Transmission shall be infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.
- Hydrostatic piston pumps shall be belt driven from the engine.
- Undercarriage shall be solid mounted to loader main frame.
 - Shall have 5 triple flange forged steel rollers per side.
 - Shall use single flange forged steel rear idlers.
 - Shall use dual flange forged steel front idlers.
 - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
 - Shall use austempered ductile iron sprockets.
 - Grease cylinder shall be used for adjustment.
 - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Shall have a suspension undercarriage available as an option that includes:
 - Shall have 4 suspended triple flange forged steel rollers per side.
 - Shall use single flange forged steel rear idlers.
 - Shall use dual flange forged steel front idlers.
 - Shall have an all steel suspension design.
 - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
 - Shall use austempered ductile iron sprockets.
 - Grease cylinder shall be used for adjustment.
 - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Rubber track shall have steel cables and embeds.
- Parking brake shall be spring applied, pressure release multi-disk brake.
- Tracks: 17.7" rubber tracks
12.6" rubber tracks (Optional)

HYDRAULIC SYSTEM

- Pump type shall be a gear type pump for standard and high flow hydraulics.
- Hydraulic pump capacity for standard flow shall be capable of providing 23 gpm (87.1 L/min) for bucket, lift arm and attachment operation.
- Hydraulic pump capacity for high flow shall be capable of providing 36.6 gpm (138.5 L/min) for high flow hydraulic attachment operation.
- System pressure at the quick couplers shall be 3500 psi (24.2 MPa).
- Variable flow auxiliary hydraulics shall be standard equipment.
 - Shall include flush-face pressure release quick couplers.
 - Shall include dual direction detent.
- Control valve shall be three spool, open center, series type.
 - Lift spool shall include a detent position for lift arm float function.
 - Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
 - Valve shall allow tilt to function when auxiliary hydraulics are at relief.
- Cylinders shall be a double-acting type.
 - Dual tilt cylinders shall have a cushioning feature on dump and roll back.
 - Dual lift cylinders shall have a cushioning feature on lift arm down.
- Hydraulic system shutdown shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Hydraulic filter shall be a cartridge style design.
- Hydraulic oil level sight gauge shall be easily visible from the loader outside.
- Auxiliary hydraulic hoses shall be routed inside the lift arm.
- Auxiliary quick coupler block shall be mounted to the lift arm front and must be protected with steel guarding.
- A feature for relieving pressure from the auxiliary hydraulics circuit shall be provided by pressing in and holding the quick couplers.
- Shall have rear auxiliary hydraulics as an option and include.
 - Electric finger controls on left joystick.
- Hydraulic bucket positioning shall be available as an option.
 - Shall include on/off switch inside operator cab.
- Automatic Ride control shall be available as an option.
 - Shall be automatically activated and deactivated based on the lift cylinder hydraulic pressure
 - Shall include on/off switch inside operator cab.
- Lift circuit port relief valve shall be standard equipment.
- Auxiliary hydraulics circuit port relief valve shall be available as an option.
- Shall have inertia welded rods and bases at the end of the cylinders.
- Cylinders shall meet the following minimum specifications:

<u>Function</u>	<u># of Cylinders</u>	<u>Bore Diameter</u>	<u>Rod Diameter</u>	<u>Stroke</u>
Lift	2	3.25" (82.6 mm)	2.00" (50.8 mm)	26.09" (662.7 mm)
Tilt	2	3.00" (76.2 mm)	1.50" (38.1 mm)	13.74" (349 mm)

OPERATOR CONTROLS

- Loader direction, steering, and travel speed shall be controlled by two independent steering levers.
- Loader lift and tilt functions.
 - Standard: Shall be controlled by separate adjustable foot pedals.
 - Optional: Shall be selectable between foot pedals or hand lever controls.
- Optional Selectable Joystick Control (SJC) system shall be available to allow operator to switch between ISO control pattern (loader direction, steering and travel speed on left hand joystick; loader lift and tilt functions on right hand joystick) or H-Pattern (left hand joystick controls lift function and left side drive function; right hand joystick controls tilt function and right side drive function).
 - Speed Management shall be available on SJC equipped loaders to allow the loader to be maneuvered at a slower travel speed, even during maximum movement of the joysticks.
 - Drive Response shall be available on SJC equipped loaders to change how responsive the loader's drive and steering systems are when the operator moves the joysticks.
 - Steering Drift Compensation shall be available on SJC equipped loaders to compensate for normal variations such as track tension and wear, driving on uneven terrain such as crowned road surfaces and when using side shift attachments such as trenchers.
 - Horsepower Management shall be available on SJC equipped loaders to allow the engine to operate at maximum horsepower and torque.
 - Optional Auto Idle shall be available on SJC equipped loaders to automatically reduce the engine speed to idle after a set time interval of loader drive and/or hydraulic inactivity.
 - Auto Idle shall be turned on or off with the press of a button.
 - The time interval before the engine speed reduces to idle shall be adjustable from 4 to 250 seconds on loaders equipped with deluxe loader instrumentation.
- Lift and Tilt Compensation shall be available on SJC and ACS equipped loaders to adjust the lift and tilt control sensitivity.
- An optional Radio Remote Control kit shall be available for SJC equipped loaders. The kit shall allow the operator to safely start the loader engine and operate the drive, lift, tilt and auxiliary hydraulic functions of the loader using a Radio Remote Control Transmitter.
- Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- Optional rear auxiliary hydraulics controlled by electrical switches located on the left steering lever handle or left hand joystick.
- Electrical switches on the steering levers or joystick handles shall activate turn signals, all attachment control functions, continuous flow control for auxiliary hydraulics, front horn and two-speed control.
- Engine speed shall be controlled by a rotary knob mounted on right hand cab post.
- Engine speed shall be controlled by a foot pedal with optional Selectable Joystick Controls.
- Parking brake shall be controlled by a finger operated rocker switch on left hand cab post.
- Engine starting and shutdown functions shall be controlled with a key switch or optional keyless start.

OPERATOR COMFORT

- Shall have an enclosed cab available as an option.
- Air conditioning shall be available as an option without changing loader profile.
 - Shall have the capability to be used in colder temperatures to aid in defrosting.
- Cab heat shall be available as an option without changing loader profile.
 - Heater system shall have a minimum BTU output of 33,000 BTU.
- Front door shall be a one piece curved design that opens to the side opposite of the auxiliary quick coupers.
- Enclosed cab shall be pressurized to 0.1 inches of water.
- HEPA filter shall be available as an option.
- A suspension seat shall be standard equipment.
- An air ride seat shall be available as an option.
- Arm rest shall be standard equipment.
- Cup holder shall be available as an option.
- Engine throttle shall be located directly in front of the operator.
- The optional selectable joystick control system shall be mounted to the seat and shall be able to adjust independently of the seat.
- Sound reduction kits shall be available as an option.
- Top and rear windows shall be available as standard equipment.
- Front and rear window wipers shall be available as an option.
- Intermittent front wiper shall be available as an option.
- Shall have special application polycarbonate doors and windows available as an option.
- Dome lights shall be available as an option.
- Front and rear operating lights shall be available as standard equipment.
 - Front operating lights shall be halogen with minimum output of 175 watts.
- Side light kit shall be available as an option.
 - Side light kit shall include 2 LED light bars with a minimum output of 800 lumens per side.
- Side windows shall be mounted on the outside of the cab with the ability to be locked in open and/or closed positions.
- Side and rear window defrost shall be provided in the heat or air conditioned options.
- Loader controls and switches shall be mounted in front of the operator, not to the side.
- An FM/AM Radio shall be available as an option.
 - Radio shall be located in front of the operator.
- 12 volt power ports shall be available as an option.
- Clean out holes in the foot well shall be provided as standard equipment.
- Shall meet ISO 5006:2006: *Earth-moving Machinery. Operator's Field of View. Test Method and Performance Criteria* without aides such as rear view mirrors.

CAPACITIES

- Fuel Tank shall have a minimum capacity of 43.9 gal. (166.4 L).
- Cooling System without heater shall have a minimum capacity of 3.6 gal. (13.6 L).
- Cooling System with heater shall have a minimum capacity of 3.8 gal. (14.4 L).
- Hydraulic Reservoir shall have a minimum capacity of 2.5 gal. (9.5 L).
- Hydrostatic System shall have a minimum capacity of 9.5 gal. (36 L).
- Diesel Exhaust fluid tank shall have a minimum capacity of 6.8 gal. (25.7 L).

STANDARD LOADER INSTRUMENTATION

- The loader conditions shall be monitored by a combination of gauges and warning lights in the operator's line of sight that monitor the following functions. The system shall alert the operator of monitored loader malfunctions by way of an audible alarm and visual warning lights.

Gauges

- Engine Coolant Temp
- Fuel Level
- Diesel Exhaust Fluid level

Warning Lights

- Engine Coolant Temp
- Engine Malfunction
- Fuel Level
- General Warning
- Hydraulic Malfunction

Indicators

- Seat Bar
- Lift & Tilt Valve
- Parking Brake
- 2-Speed
- Seat Belt
- 3-Point Shoulder Belt
- Turn Signals

Data Display Screen

- Battery Voltage
- Drive Response Setting
- Engine Preheat
- Engine RPM
- Maintenance Clock
- Hourmeter
- Service Codes
- Speed Management
- Steering Drift

DELUXE LOADER INSTRUMENTATION

- The following features of the Deluxe Instrument Panel with Keyless Start are in addition to the Standard Instrument Panel:

Additional Displays for:

- Engine RPM
- Engine Oil Pressure
- Engine Oil Temperature
- Engine Coolant Temperature
- Hydraulic Oil Temperature
- Hydrostatic Charge Pressure
- System Voltage
- Keyless Start
- Multi-Language Display
- Password Lockout
- High Flow Lockout
- 2-Speed Lockout
- Attachment Control
- Real Time Fuel Consumption Rate
- Overall Fuel Consumption
- Overall Idle Time

Additional Features:

- Diagnostic Capability
- Digital Clock
- Engine/Hydraulic Systems Shutdown Function
- Help Screens
- Job Clock
- Individual Operator Job Statistics
- Metric and English Capabilities

ATTACHMENTS

- All attachments shall be mounted on a quick-change mechanism. No attachments will be considered unless it can be removed or mounted by an experienced operator within two minutes or less.
- The quick change mechanism will incorporate two handles that drive spring loaded, wear compensating wedges into the attachment ensuring a tight attachment fit-up.
- The quick change mechanism shall be driven by hydraulics and be available as an option.
- Powered hydraulic quick change mechanism shall be activated by non-locking two-way rocker switch to raise and lower attachment levers.
- Backhoe operation shall be possible with the lift arms in the down position.
- A remote attachment control device shall be available for specified attachments to start the loader and operate the attachment from outside the operator control area.
- A single control unit (Attachment Control Kit – ACK) shall be provided which will control all available attachments.
- Attachment Control unit shall not use mechanical relays.
- Shall be equipped with standard flow hydraulics as standard equipment.
- High flow hydraulics shall be available as optional equipment.
- No attachments will require more than three hydraulic hoses and one electrical line for operation.

SERVICEABILITY

- Engine shall be transversely mounted to provide easy access to daily maintenance items.
- Access shall be available to the following through the rear door/tailgate and rear screen.
 - Air cleaner
 - Alternator
 - Battery
 - Cooling system (engine oil and hydraulic oil coolers) for cleaning
 - Engine oil and fuel filters
 - Engine oil drain and dipstick
 - Starter
 - Air Conditioning Compressor
- Easy access shall be available to all lift arm grease points.
- Quick-Tach pivots shall have replaceable wear bushings.
- Rod end of the tilt cylinder shall have a replaceable bushing.
- A rear bumper shall extend beyond the tailgate to protect the tailgate from damage.
- Tailgate shall be constructed of ¼" thick solid steel with fans to aid in engine compartment cooling.
- Tailgate shall have an optional lock for vandal proofing.
- Tailgate shall be equipped with doorstop to hold door open while servicing.
- Tip-up operator cab shall give access to certain hydraulic system components.
- Shall have a single-plane lift arm design to minimize side-to-side movement resulting in less wear.
 - All lift arm pivot points align in a single plane.
- Tilt cylinder shields shall be available as optional equipment to provide additional protection to the tilt cylinders and hoses.

SAFETY EQUIPMENT

- An enclosable operator cab with side screens shall be provided as standard equipment. Cab shall meet SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure. Minimum inside cab width of 33" (838 mm).
- A seat belt and an electric switch operated parking brake shall be furnished as standard equipment.
- A 3-point seat belt shall be available as standard equipment on loaders equipped with 2-Speed option.
- A 3-point seat belt shall be available as optional equipment.
- Additional operator protection shall be provided by a seat bar or similar device which restricts lift arm operation when not in use.
- A lift arm support device shall assist in servicing the loader and be provided as standard equipment.
- Grab handles shall assist the operator in mounting and dismounting the loader will be provided as standard equipment.
- Emergency exit provided through front door accessed via orange colored handles or back window accessed via orange tag.
- Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated. The auxiliary hydraulics shall deactivate when the operator raises the seat bar. Should the engine not start or a system problem occur with the lift arms raised, the lift arms can be lowered by turning the lift arm by-pass control knob clockwise ¼ turn. Then, pull up and hold until the lift arms slowly lower.
- Shall have operational instructions and warning decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Shall have a weather resistant operator handbook written in English attached to the loader.
- Loader shall include an alarm package including a horn and backup alarm.
- Rear operating lights shall be mounted to the tailgate and shall be recessed to minimize damage.
 - Rear operating light shall include backup lights and red colored taillights.
- Strobe lights or rotating beacons shall be available as an option.
- 4 way flashing lights shall be available as an option.
- Turn signals shall be available as an option.
- FOPS Level II shall be available as an option.
- Fire extinguisher kit shall be available as an option.
- Shall have single or four point lift kits available for lifting the loader without affecting rollover and falling object protection features of the operator cab.

TRAINING RESOURCES

- A comprehensive Compact Track Loader Operator Training Kit shall be available. The kit shall include a video, classroom and hands-on training. This kit shall also be available in Spanish.
- A comprehensive Service Safety Training Kit shall be available. The kit shall include a video, classroom and hands-on training.

Item # 6a



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

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

Burke O'Brien
Public Works Director

Sandi Putman
Management Asst.

Matt Scrivner
Asst. Road Master

Kirsti Cason
Administrative Asst.

Road Report for November 29th 2017

Ella Grade: Shoulder rock has been completed.

Fall Road Blading: (4) blades have been blading the county road system working in their areas from South to North. Rock has been hauled to blowout areas county wide. (2) additional blades have been working with experienced operators when crew level and weather allows to gain experience. All roads will have had a fall blading in the next two weeks permitting weather allows.

Upper Rhea creek: Crew has been hauling rock for two weeks on the gravel portion and will continue to haul rock on Sanford, Lunceford, Balm fork and Shobe Canyon as weather permits.

Fuller Canyon: A sink hole developed and needed addressed immediately. Crew removed the asphalt and repaired the base material and capped the area with a layer of concrete for the winter.

Morrow County Sheriff's Office



325 Willow View Drive P.O. Box 159
 Heppner, OR 97836
 Phone: (541)676-5317
 Fax: (541)676-5577

Kenneth W. Matlack, Sheriff
 John A. Bowles, Undersheriff

November 2017

Will be getting you some multi-year stats for different types of arrests, concealed handgun license applicants (chl's) and motor vehicle accidents (mva's). We wanted to do a 5-year picture, but we changed software in the spring of 2014, so we will be doing a 3-year history instead. It will be good to have this multi-year picture, but for the monthly reports, I will be providing you with stats from the previous month.

These are our monthly stats for:

October 2017

- ✚ Arrests – 42 (of those, 36 were lodged in jail)
 - ❖ 32 – arrests on warrants from out of county
 - ❖ 2 - assault IV
 - causes physical injury to another
 - ❖ 2 - criminal possession of forged instrument
 - In this case, it was identity theft
 - ❖ 1 - UUMV
 - unauthorized use of motor vehicle
 - ❖ 1 – DUII
 - driving while under influence of intoxicants
 - ❖ 1 - reckless driving
 - recklessly drives in a manner that endangers the safety of persons or property.
 - ❖ 1 - Restraining Order Violation
 - ❖ 1 – Parole & Probation Sanction
 - ❖ 1 – Theft III (Under \$100)

✚ MVA's – 20

✚ CHL's – 20 (of those 7 were new applicants, the rest were renewals)

✚ Civil Paper Service - 85 persons served with civil papers

Press Releases

- ✚ 10-31-2017 Trespass and Pursuit result in one lodged in jail and one transported by LifeFlight.
- ✚ 11-03-2017 Fatal Accident in mountains
- ✚ 11-03-2017 Trespass and Assault in Boardman area
- ✚ 11-09-2017 Multi-Vehicle Crash at Milepost 157 Eastbound I-84



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: Tom Meier Phone Number (Ext): 481-2112X5454
 Department: Juvenile Requested Agenda Date: November 15, 2017
 Person Attending BOC Meeting (REQUIRED): Tom Meier
 Short Title of Agenda Item: Juvenile Department required quarterly report

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 checked="" type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

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

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

Reviewed By:

<u>Tom Meier</u> 11-9-17	Department Head	Required for all BOC meetings
<u>[Signature]</u> 11/9/17	Admin. Officer/BOC Office	Required for all BOC meetings
_____	County Counsel	Required for all legal documents
_____	Finance Office	Required for all contracts; Other items as appropriate.
_____	Human Resources	If appropriate

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.

Juvenile Department Quarterly Report to the Board of County Commissioners (Quarter 1, 2017-2018)

Year: 2017-18 Last Quarter: 1st (July 1-September 30, 2017)
 Director: Tom Meier Report Date: November 15, 2017

Referral Stats: (Youth/Referrals)

Quarter: #1	Kids 14	Referrals 16	10 refs, 8 youth SRO
Year (7/1/17-6/30/18)	Kids 14	Referrals 16	
Year (7/1/16-6/30/17)	Kids 54	Referrals 61	<u>Record low</u>
Year (7/1/15-6/30/16)	Kids 86	Referrals 96	
Year (7/1/14-6/30/15)	Kids 62	Referrals 78	
Year (7/1/13-6/30/14)	Kids 68	Referrals 85	
Year (7/1/12-6/30/13)	Kids 71	Referrals 79	
Year (7/1/11-6/30/12)	Kids 91	Referrals 116	
Year (7/1/10-6/30/11)	Kids 96	Referrals 123	

Detention Stats:

@ 165.00 per day.

Quarter #1 2 (plus 1 CSC) New Admits 3 New Law 2 PV/CR 1

Total Detention Admissions (All Reasons)

2017-2018	3	
2016-2017	10	<u>Record low</u>
2015-2016	13	
2014-2015	15	
2013-2014	16	
2012-2013	15	
2011-2012	14	
2010-2011	30	
2009-2010	16	
2008-2009	19	
2007-2008	24	

Quarter 1 18 regular detention days plus 30 CSC for a total of 48 days

Length of Stay 2014-15	159 days total detention served	
Length of Stay 2015-16	189 days served	
Length of Stay 2016-17	265 days served	<u>Record High</u>
Length of Stay 2017-18	48 days served	

News/Notes

1. 1 female lodged in the Cognitive Self Change 30 day NORCOR program paid for by CEOJJC. Youth taken in on an abnormal intake day (Friday) owing to need. NORCOR's flexibility was extremely helpful.
2. Four (4) Morrow County youth remain in OYA custody. 2 in residential, 1 in foster care (college), 1 in Closed Custody (MacLaren Youth Correctional Facility).
3. 1 Measure 11 sentenced youth transferred from DOC to MacLaren YCF. An earlier sentenced Measure 11 youth opted to stay at DOC when given the choice. DOC/OYA administrative rules allow that if a youth is charged under measure 11 as a juvenile (under 18) and is sentenced under measure 11 prior to turning 19 years of age, they will serve their time at a YCF.
4. Participated in the annual Riverside High School Career Day on October 18, 2017. We had four very nice kids in our session.
5. 1 male entered the CSC program via Circuit Court Order on October 19, 2017.

Respectfully Submitted by:



Tom Meier - Juvenile Department Director

00058 - Referral Report by Referral Received Date

Original Referral County: **Morrow**
 Start Date: **07/01/2017**
 End Date: **09/30/2017**

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity					
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<u>Criminal</u>														
Person														
Assault	3		2	1	0	0	3	0	0	0	3	0	0	0
Sex Offense	1		0	1	0	0	1	0	0	0	0	0	0	1
Total	4		2	2	0	0	4	0	0	3	0	0	0	1
Property														
Criminal Mischief	2		0	2	0	0	1	1	0	0	2	0	0	0
Total	2		0	2	0	0	1	1	0	0	2	0	0	0
Public Order														
Disorderly Conduct	1		0	1	0	0	1	0	0	0	0	0	1	0
Harassment	3		0	3	0	1	1	1	0	0	0	0	1	2
Total	4		0	4	0	1	2	1	0	0	0	0	2	2
Substance/Alcohol														
Substance/Alcohol	1		0	1	0	0	0	1	0	0	0	0	0	1
Total	1		0	1	0	0	0	1	0	0	0	0	0	1
Criminal Other														
Criminal Other	1		0	1	0	0	1	0	0	0	1	0	0	0
Total	1		0	1	0	0	1	0	0	0	1	0	0	0
<u>Total Criminal</u>	12		2	10	0	1	8	3	0	0	6	0	2	4
%		75.0%	16.7%	83.3	0.0	8.3	66.7	25.0	0.0	0.0	50.0	0.0	16.7	33.3
<u>Non-Criminal</u>														
Motor Vehicle														
Motor Vehicle	1		0	1	0	0	0	1	0	0	0	0	0	1
Total	1		0	1	0	0	0	1	0	0	0	0	0	1
Tobacco														
Tobacco	2		1	1	0	1	1	0	0	0	0	0	0	2
Total	2		1	1	0	1	1	0	0	0	0	0	0	2
<u>Total Non-Criminal</u>	3		1	2	0	1	1	1	0	0	0	0	0	3
%		18.8%	33.3%	66.7	0.0	33.3	33.3	33.3	0.0	0.0	0.0	0.0	0.0	100.0
<u>Delinquency Other</u>														
Delinquency Other														
Other	1		1	0	0	0	1	0	0	0	1	0	0	0
Total	1		1	0	0	0	1	0	0	0	1	0	0	0
<u>Total Delinquency Other</u>	1		1	0	0	0	1	0	0	0	1	0	0	0
%		6.3%	100.0%	0.0	0.0	0.0	100.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity					
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
Totals Referrals	16		4	12	0	2	10	4	0	0	7	0	2	7
%			25.0%	75.0	0.0	12.5	62.5	25.0	0.0	0.0	43.8	0.0	12.5	43.8

Unduplicated Count of Youth

14

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

ORS Type Code by ORS Class Code

	A	B	C	U	None	Total Referrals
Felony	0	1	2	0	0	3
Misdemeanor	5	4	0	0	0	9
Violation	0	1	0	2	0	3
Other	0	0	0	0	1	1
Total Referrals	5	6	2	2	1	16

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

ORS Chapter by ORS Type Code

	Felony	Misdemeanor or	Violation	Other	Total Referrals
Person	0	4	0	0	4
Property	2	0	0	0	2
Public Order	0	4	0	0	4
Substance/Alcohol	1	0	0	0	1
Criminal Other	0	1	0	0	1
Motor Vehicle	0	0	1	0	1
Tobacco	0	0	2	0	2
Other	0	0	0	1	1
Total Referrals	3	9	3	1	16

Dependency Status Offenses: Not all counties enter dependency status referrals.

Oregon Youth Authority
00313 - Discretionary Bed Allocation by Commitment County Weekly Count
10/19/2017 11:00PM

	CAPACITY Used on 10/19/2017 11:00PM	DOC M11 and Reduced	DOC Waived	CAPACITY Minus Total DOC equals JUVENILE Beds Used	Minus PSR Beds Used	Equals Total DBA Beds Used	Allocation of Beds per Formula	# Over/ Under DBA
North Valley	230	91	46	93	8	85	99	-14
Clackamas	33	15	1	17	1	16	21	-5
Marion	78	32	16	30	2	28	29	-1
Multnomah	119	44	29	46	5	41	49	-8
Northwest	112	19	30	63	6	57	60	-3
Clatsop	3	0	0	3	0	3	3	0
Columbia	8	0	0	8	0	8	4	4
Lincoln	9	7	0	2	0	2	3	-1
Polk	4	0	0	4	0	4	4	0
Tillamook	2	0	0	2	0	2	3	-1
Washington	72	10	30	32	5	27	35	-8
Yamhill	14	2	0	12	1	11	8	3
South Valley	53	15	5	33	0	33	37	-4
Benton	2	1	0	1	0	1	4	-3
Lane	26	6	1	19	0	19	23	-4
Linn	25	8	4	13	0	13	10	3
Southern	84	15	7	62	3	59	33	26
Coos	14	0	0	14	0	14	4	10
Curry	3	1	0	2	0	2	2	0
Douglas	24	4	5	15	0	15	8	7
Jackson	31	7	1	23	2	21	14	7
Josephine	12	3	1	8	1	7	5	2
Klamath	16	3	2	11	0	11	5	6
Klamath	16	3	2	11	0	11	5	6
CEOJJC	37	5	2	30	1	29	41	-12
Baker	1	0	0	1	0	1	1	0
Crook	3	0	0	3	0	3	1	2
Deschutes	6	1	0	5	0	5	14	-9
Gilliam	0	0	0	0	0	0	1	-1
Grant	1	0	0	1	1	0	1	-1
Harney	0	0	0	0	0	0	1	-1
Hood River	3	0	0	3	0	3	1	2
Jefferson	0	0	0	0	0	0	2	-2
Lake	1	1	0	0	0	0	1	-1
Malheur	5	0	1	4	0	4	3	1
Morrow	2	0	1	1	0	1	1	0
Sherman	0	0	0	0	0	0	1	-1
Umatilla	9	2	0	7	0	7	7	0
Union	5	1	0	4	0	4	2	2
Wallowa	0	0	0	0	0	0	1	-1
Wasco	1	0	0	1	0	1	2	-1
Wheeler	0	0	0	0	0	0	1	-1
Total	532	148	92	292	18	274	275	-1

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Oregon Youth Authority
 00313 - Discretionary Bed Allocation by Commitment County Weekly Count
 10/19/2017 11:00PM

	Youth who Count in a Facility as of 10/19/2017 11:00PM	DOC M11 and Reduced	DOC Waived	Youth who Count in a Facility Minus DOC = Total JUVENILE	Minus PSR Beds	Equals Total		
Sex	532	148	92	292	18	274		
Female	47	5	3	39	0	39		
Male	485	143	89	253	18	235		
Race/Ethnicity	532	148	92	292	18	274		
African American	79	24	14	41	4	37		
Asian	8	0	5	3	0	3		
Hispanic	137	56	33	48	2	46		
Native American	34	11	2	21	2	19		
Other/Unknown	5	2	1	2	0	2		
White	269	55	37	177	10	167		
Current Age	532	148	92	292	18	274		
12	1	0	0	1	0	1		
13	1	0	0	1	0	1		
14	9	0	0	9	1	8		
15	19	0	1	18	0	18		
16	63	2	5	56	3	53		
17	100	14	14	72	3	69		
18	135	22	25	88	4	84		
19	72	20	26	26	3	23		
20	42	19	12	11	1	10		
21 and over	90	71	9	10	3	7		
Most Serious Commit Crime	532	148	92	292	18	274		
Arson	7	1	0	6	0	6		
Criminal - other	12	0	0	12	0	12		
Person - other	132	50	27	55	2	53		
Property - other	100	2	1	97	0	97		
Public Order - other	3	0	0	3	0	3		
Robbery	84	39	30	15	1	14		
Sex Offense	154	56	33	65	15	50		
Substance/Alcohol	26	0	0	26	0	26		
Weapons	14	0	1	13	0	13		
Most Serious Commit Class	532	148	92	292	18	274		
Felony A	88	47	2	39	17	22		
Felony B	161	78	49	34	0	34		
Felony C	220	1	40	179	0	179		
Misdemeanor	39	0	0	39	0	39		
Murder	24	22	1	1	1	0		

Oregon Youth Authority
 00313 - Discretionary Bed Allocation by Commitment County Weekly Count
 10/19/2017 11:00PM

	Youth who Count in a Facility as of 10/19/2017 11:00PM	DOC M11 and Reduced	DOC Waived	Youth who Count in a Facility Minus DOC = Total JUVENILE	Minus PSR Beds	Equals Total		
Age at Commitment	532	148	92	292	18	274		
12	2	0	0	2	1	1		
13	10	0	0	10	1	9		
14	19	0	0	19	3	16		
15	80	9	9	62	7	55		
16	163	43	25	95	3	92		
17	165	55	37	73	1	72		
18	84	34	19	31	2	29		
19	9	7	2	0	0	0		
Risk Level	532	148	92	292	18	274		
High	469	122	67	280	17	263		
Moderate	42	19	15	8	1	7		
Low	17	7	9	1	0	1		
None Recorded	4	0	1	3	0	3		

* Non -counted youth: 0. (Non - counted youth are not counted in any of the columns of this report because of long -term movements or "Federal Housing" admission re:

Item # 7a

St. Patrick's Senior Apartments
PO Box 586
Heppner, OR 97836
541-676-5380

November 13, 2017

Morrow County Board of Commissioners

PO Box 788

Heppner, Or 97836

Dear Commissioners,

At a recent meeting of the Board of Directors of St. Patrick's Apartments and Senior Center, a brainstorming session was held. The subject was the upper roof on the building at 190 N. Main St. in Heppner. The third floor roof has reached the end of its useful life and is badly in need of replacement.

The expense that will be involved greatly exceeds the amount of funds that are currently available. It has been estimated to cost between \$40 and \$45 thousand dollars to do the job.

Needless to say we are scrambling to raise the money.

We are hoping that there might exist some discretionary funds at your disposal that could be earmarked for the Center to help overcome this looming problem.

Therefore we are asking you to please consider a donation to St. Patrick's Apartments and Senior Center.

Thank you very much.

Sincerely,


Jack Meligan, Board Member, PH: 541 676 5805

or

Kathie McGowan, Board Chair, PH: 541 561 0639

BEFORE THE BOARD OF COUNTY COMMISSIONERS

STATE OF OREGON, COUNTY OF JACKSON

A RESOLUTION TO CONSIDER SOLUTIONS)
TO THE THREAT OF WILDFIRES IN THE)
REGION)

ORDER NO. 206-17

WHEREAS, the nature and scope of this past summer's wildfires have had a profound effect on the region of Southern Oregon, including Jackson County, and its residents; and

WHEREAS, Jackson County has an obligation and duty to become precisely clear on the matter of considerations of solutions to combat the existing threat to the health, safety, and welfare of the County's residents; and

WHEREAS, being unfocused in action will lead to destructive consequences, as we have only nine months until the beginning of the next fire season; and

WHEREAS, impacts to the County's local businesses, the health of its residents, and the long term damage to the environment can no longer be accepted as, "the new normal;" and

WHEREAS, Jackson County has clearly stated objections to wrongful "policy" being implemented by agencies who bear no fiduciary duty to the residents of our region; and

WHEREAS, true public input is and has been the foundation of the evolution of our County and Country; and

WHEREAS, we must move in a direction of true response to our residents and look to find the responsible parties of failed policies and ensure common sense protections are in place; and

WHEREAS, it is abundantly clear that active restoration has proved virtually unmanageable with consequences far more dire than advocates assumed.

Now, therefore,

The Board of County Commissioners of Jackson County RESOLVES:

1. Jackson County will continue to cooperate with other county governments to forge a path to solutions that will address this multi-level problem.
2. Jackson County will push to ensure that only the "Best Science" for actual solutions, instead of the "Best Available Science," is favored in outcome-based agendas and implementation schemes of artifice.

3. Jackson County will oppose any efforts to erode, limit or otherwise exclude the County's authority to adhere to its duties and obligations.

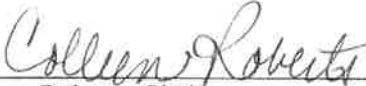
4. Jackson County will continue to actively demand and pursue Coordination with Federal Agencies, according to the Codified Ordinances of Jackson County, to ensure that the obligations and duties for the protections of its residents are met.

5. Jackson County will continue to actively cooperate with Federal and State Agencies, in circumstances in which Coordination is not applicable, to work for the protection of its residents.

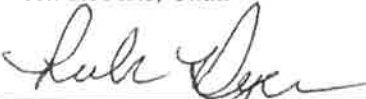
6. Jackson County will continue to actively pursue solutions through legislative mandates to restrict the ability of organizations including, but not limited to, those with no fiduciary duty to the residents of the County, from performing services as a partnering group with a Federal Agency that has the potential to do harm to or otherwise impact the residents of the County.

DATED this 15th day of November, 2017, at Medford, Oregon.


JACKSON COUNTY BOARD OF COMMISSIONERS



Colleen Roberts, Chair



Rick Dyer, Commissioner



Bob Strosser, Commissioner