

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, March 28, 2018 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
AMENDED

- 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 March 29th
 - b. Minutes – March 21st
 - c. Rabiner Resources Professional Services Agreement
 - d. Borrowed Vehicle Agreement, The Loop – Morrow County Transportation
 - e. Park Host Contracts (Greg Close, Parks Manager)
 - f. Parks Committee Appointments (Greg Close, Parks Manager)
 - g. Oregon Health Authority Agreement #154659 Amendment 1, Environmental Health Services (Sheree Smith, Public Health Director)
- 5. Business Items**
 - a. Surveyor Compensation
 - b. Fiscal Year 2018/2019 Staffing Requests by Department
- 6. Department Reports**
 - a. Sheriff's Office Written Monthly Report
 - b. Road Department Monthly Report (Matt Scrivner, Public Works Director)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Signing of documents**
- 10. 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 Lutchter at (541) 676-5613.

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

Board of Commissioners Meeting Minutes
March 21, 2018
Port of Morrow Riverfront Center
Boardman, Oregon

Present

Chair Don Russell
 Commissioner Jim Doherty
 Commissioner Melissa Lindsay
 Darrell Green, Administrator
 Karen Wolff, Human Resources Director
 Richard Tovey, County Counsel
 Kate Knop, Finance Director
 Roberta Lutchter, Executive Assistant

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

City and Citizen Comments: None

Open Agenda: Chair Russell requested a discussion on the Board's meeting locations in April.

Consent Calendar

Commissioner Lindsay requested to remove the Affidavit for the Voluntary Cancellation of a Portion of a Water Right Certificate for further discussion.

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

1. *Accounts Payable dated March 22nd in the amount of \$63,335.06; Payroll Payables, Monthlies, dated February 27th in the amount of \$182,350.39; Four Payroll Payables, Immediates & Electronic: February 27th in the amount of \$149,164.03; March 14th in the amount of \$149,608.85; HRA VEBA dated February 27th in the amount of \$3,125; Employee Final dated February 16th in the amount of \$1,147.67.*
2. *Minutes of February 28th, March 7th, March 14th*
3. *2014 Intergovernmental Agreement for Strategic Investment Program Distribution of Community Service Fee with Portland General Electric, and authorize Chair Russell to sign on behalf of the County.*

Commissioner Lindsay seconded. Unanimous approval.

Affidavit for the Voluntary Cancellation of a Portion of a Water Right Certificate

Because there were some unresolved concerns about what will actually occur with the requested transaction, the Board agreed to take up the matter again in two weeks.

Business Items

Elected Official Compensation for Fiscal Year 2018-2019

Karen Wolff, Human Resources Director

Ms. Wolff reviewed the recommendations of the Compensation Board regarding pay for Elected Officials. The recommendations were:

1. Commissioner compensation at \$51,000 with no Cost of Living Adjustment (COLA)
2. Justice of the Peace compensation at \$75,000 with no COLA
3. Clerk, Treasurer, Assessor and Sheriff to receive a three-percent COLA
4. District Attorney stipend to remain at \$8,000 with no COLA
5. Surveyor compensation at \$36,000 with no COLA because of additional benefits
6. All numbers listed are gross wage numbers
7. At the time the Justice of the Peace or Sheriff positions are eligible for filing to run for the position, the compensation of each position will be reevaluated

Commissioner Doherty moved to accept the recommendations of the Compensation Board for Fiscal Year 2018-2019, removing the Justice of the Peace recommendation for further discussion. Commissioner Lindsay seconded. Discussion: Chair Russell said the Surveyor's compensation is based on 30 hours worked per month, which makes his hours too few to earn benefits. Ms. Wolff explained unlike appointed employees, hours are not identified with Elected Officials. Elected Officials receive full benefits as if they were full-time employees regardless of hours worked, she said. Chair Russell asked if the Surveyor could be paid \$3,000 per month as a part-time Elected Official with no benefits. If not, he said, the salary needs to be adjusted. Ms. Wolff said she would research his question and report back next week. Vote – Aye: Commissioner Doherty. Nay: Chair Russell, Commissioner Lindsay. Motion failed.

Commissioner Doherty moved to accept the recommendations of the Compensation Board for Fiscal Year 2018-2019, removing the Justice of the Peace and Surveyor recommendations for further discussion. Chair Russell seconded. Discussion. Unanimous approval.

Discussion took place on the possibility of a bonus rather than a salary increase for the Justice of the Peace position.

Commissioner Doherty moved to accept the recommendation of the Compensation Board for Fiscal Year 2018-2019 regarding the Justice of the Peace position. Chair Russell seconded. Discussion: Commissioner Lindsay questioned whether the Compensation Board should have, in part, based the salary increase on the fact the current Justice of the Peace holds a law degree when it is not a requirement of the job. She said "positions" should be analyzed, not "people." Commissioner Doherty said as troubled as he was by how it came together, he will follow the Compensation Board's recommendation. Vote – Aye: Chair Russell, Commissioner Doherty. Nay: Commissioner Lindsay. Motion carried.

Discussion then centered on the Surveyor position. The Commissioners agreed the best option may be to contract with the Surveyor for specific services and for the use of his equipment. In addition, the County would continue to pass through the fees to the Surveyor that are required by Oregon Revised Statute. Staff were asked to return next week to discuss the feasibility of the proposal.

Correspondence

- Notice of Town Hall Meeting with Senator Ron Wyden, 9:15 a.m., April 4th at Riverside Jr./Sr. High School Auditorium in Boardman.

Chair Russell suggested the Board meet in Boardman on April 4th in order to attend the Town Hall Meeting. This will allow a Boardman meeting to take place in April since it is usually displaced by the Budget Hearings in Heppner; the other Commissioners agreed. (The April 4th BOC Meeting will begin at 10:30 a.m. at the Port of Morrow Riverfront Center.)

- Notice to Adjoining Landowners from the Planning Department, Public Hearing on March 27th, 7:00 p.m., Port of Morrow Riverfront Center, Boardman.

Commissioner Reports

- Commissioner Doherty provided a brief overview of Rural Renewable Energy Development Zones and requested County Counsel and the Assessor/Tax Collector research this as a possible option for Morrow County.
- Commissioner Lindsay discussed meetings attended, such as the Military Economic Advisory Meeting, and meetings with Oregon Water Resources Department personnel about the Confined Animal Feeding Operation permit for Lost Valley Farm. This led to a discussion amongst the Board and Planning Director Carla McLane about Morrow County's expectation to be kept informed of potential issues in the County. Ms. McLane said she will contact representatives of OWRD, the Department of Environmental Quality and the Oregon Department of Agriculture to schedule a more in-depth Work Session with all parties in May.
- Chair Russell said he was able to have lunch with Representative Greg Walden Saturday during the Wee Bit O'Ireland Celebration in Heppner. He said he relayed ongoing issues with the Navy to Rep. Walden.

Adjourned: 10:57 a.m.



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

(For BOC Use)
Item #
40

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

Staff Contact: Darrell Green
Department:
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 3/28/2018

Rabiner Resources Professional Services 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
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Department 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

*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.

Mr. Green said the seal used by the Clerk needs to be updated to reflect the change to the Board of Commissioners structure. The Board requested mock-ups of options.

David Rabiner Leadership Training

Darrell J. Green, Administrator

David Rabiner conducted a Team Building-Leadership Training for Department Directors in November. Mr. Green said he would like to continue to build the County's core leadership principles and values and bring Mr. Rabiner back on May 8th. He said he recommended a full day session, and provided the estimated costs: half-day session \$3,500; full day session \$5,500. After discussion, the Commissioners voiced their support of the full day training.

Department Reports

The Loop Quarterly Report

Anita Pranger, Coordinator, The Loop

Ms. Pranger reviewed her report and noted ridership increased by 684 trips from 2016 to 2017.

Emergency Management Quarterly Report

Undersheriff John Bowles

Undersheriff Bowles review his report of Emergency Management related activities from October to the present.

Commissioner Lindsay brought up the recently approved AlertSense agreement to provide an emergency notification system through the Sheriff's Office. She said she would like to be informed of the policies and procedures for notifications as they are developed. She explained she was in Hawaii when the erroneous ballistic missile warning was released and she has a new sense of appreciation for emergency notifications.

Juvenile Department Quarterly Report

The Commissioners reviewed the written report provided by Director Tom Meier, who was unable to attend.

Correspondence

- Letter from the Bureau of Land Management inviting the County to become a Cooperating Agency for two National Environmental Policy Act (NEPA) Programmatic Environmental Impact Statements. They are 1.) Fuel Breaks across the Great Basin Region and eastern Washington, and 2.) Fuels Treatments and Habitat Restoration. The Commissioners agreed by consensus to request Cooperating Agency status.

Commissioner Reports

- Commissioner Russell discussed a request from the CREA for assistance in funding an economic impact analysis on wind energy in Oregon. He said he was initially opposed to contributing toward the \$15,000 study, but Judge Gary Thompson, Sherman County, and Judge Steve Shaffer, Gilliam County, convinced him the counties that benefit from

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

On January 17th, 2018, the BOC approved a full day training with David Rabiner of Rabiner Resources to continue our training on Leadership at the cost of \$5,500. There was also a request to complete a Survey to confirm the majority of the Department Directors and Elected Officials were also in favor of this training. There was a majority vote to do a full day training by this group.

Included is the Professional Services Agreement formalizing the full day training on May 8th at St. Patrick's Church.

2. FISCAL IMPACT:

\$5,500 from Court Award Discretionary 101-5-20-3720

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

Attach additional background documentation as needed.

RABINER RESOURCES · 536 SW Westwood Drive · Portland, OR 97239
PHONE (503) 245-8878 · EMAIL team@rabiner.com

PROFESSIONAL SERVICES AGREEMENT

PROGRAM INFORMATION

Date: **5/8/2018**
Time: **9:00AM-4:00PM**
Speaker: **DAVID RABINER**

Venue: **ST. PATRICK'S CHURCH**

Address: **525 NORTH GALE STREET
HEPPNER, OR 97836**

CLIENT INFORMATION

Organization: **MORROW COUNTY**
Contact: **DARRELL GREEN**
Phone: **541-676-2529**

Email: **dgreen@co.morrow.or.us**

Address: **PO BOX 788
HEPPNER, OR 97836**

Approx Number of Attendees: **20-25**

Title, Topic, or Description: **LEADERSHIP GROUP FACILITATION**

FEES/REQUIREMENTS

Speaker Fee: **\$5,500.00**
Reimbursed Expenses: **NONE**
Speaker Requirements: **HIGH-QUALITY SOUND SYSTEM, FLIPCHART AND MARKERS**

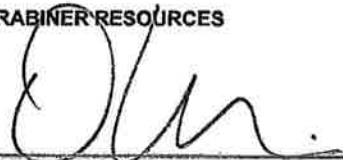
TERMS


Net 30 days from date of invoice.
Please make checks payable to RABINER RESOURCES, Tax Identification Number 93-1087094.
No video and/or audio recording permitted.

CANCELLATION POLICY

If this engagement is cancelled by the client, the client shall reimburse Rabiner Resources for all incurred expenses up to the date of cancellation.
In lieu of a down payment for scheduling event, client is liable for 50% of speaker fee if the client cancels after 90 days prior to the scheduled event.

AGREED TO AND ACCEPTED:

RABINER RESOURCES
BY: 

MORROW COUNTY
BY: 

TITLE: PRESIDENT

TITLE: County Administrator

DATE: 3.23.18

DATE: 3/16/2018



RABINER
RESOURCES

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

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

Schetky Northwest Sales did not build a new bus for The Loop correctly so the State of Oregon told them to provide a loaner bus to The Loop for free. Anita emailed me the agreement on Tuesday morning for review. I highlighted a few items that I thought we needed changed and then sent it back to Anita and forwarded a copy to Justin to review. The idea was to get this on the BOC agenda for Wednesday's meeting. We received the revised agreement Wednesday afternoon from Schetky, too late for the BOC agenda. Since there was a sense of urgency to complete this transaction before Anita went on vacation along with the fact the bus she was replacing had over 200,000 miles, I signed the revised contract before presenting it at the next BOC agenda.

The bus arrived at 10 am on Thursday.

I have attached the 3 versions of the contract to see the process; original, proposed changes and signed, and an email string for your review.

2. FISCAL IMPACT:

No impact as the bus is a free loaner

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

Attach additional background documentation as needed.

BORROWED VEHICLE AGREEMENT

Schetky Northwest Sales, Inc.

8430 NE Killingsworth Street

Portland, OR 97220

(800) 255-8341

original

And

The Loop

Morrow County Transportation

P.O. Box 495

Heppner, OR 97836

541-676-LOOP(5667)

In consideration of the loan of certain vehicle(s) from the Dealer to the Borrower, it is mutually agreed as follows:

The Borrower accepts responsibility for the vehicle(s) to the full extent of the vehicle(s) value as stated below, during the full term of this agreement. The term of this agreement shall be from the time the Borrower takes possession of the vehicle(s) until the Borrower returns the vehicle(s) to the Dealer's location and acceptance of the vehicle(s) by the Dealer.

Scheduled date of possession: **XXX**

Scheduled date of return and acceptance: **XXX**

Rate per day/week/month:

(1) The subject vehicle(s) is(are) as follows:

Unit #

VIN #

Description:

Value:

(2) Borrower agrees that he will not cause or allow the subject vehicle(s) to be loaned, rented, or driven by any person other than Borrower, and is not to be driven beyond a radius of one hundred (150) miles from Dealer's place of business.

(3) Borrower agrees that while this Agreement is in force that Borrower will preserve and protect the subject vehicle(s) from loss or damage. Borrower agrees to be liable for all costs of repairs to the vehicle(s) regardless of fault.

Borrower is specifically advised to be certain that their automobile insurance coverage will provide for payment of such loss in the event of any accident. See paragraph (11) below for Borrower's insurance requirements.

(4) Borrower agrees that he will not use said vehicle(s), cause or permit the same to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.

(5) Borrower agrees that in the event of any accident involving said loan vehicle(s) Borrower will, within twelve (12) hours following such accident, furnish to Dealer a full and complete report thereof, and will report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of this State, or, in the event of loss of possession thereof or inability to return same to Dealer on demand for any reason whatsoever, Borrower will pay Dealer the fully insured stated value as stated on Borrowers provided insurance certificate to dealer, as well as reasonable market value for loss of accessories unless otherwise specified.

(6) Borrower agrees that all expenses incident to the maintenance of the subject vehicle(s) shall be borne solely by Borrower, and Borrower further expressly agrees to hold harmless and indemnify Dealer against all claims and demands arising or resulting from Borrowers use, storage, and/or repairs of and to the subject vehicle(s) during the period of this Agreement.

(7) Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorney's fees and expense of any nature arising or alleged to arise from the use, operation, maintenance and ownership of the subject vehicle(s) while this Agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period, including diminished value. It is further agreed that in the event Dealer files any action to recover possession of or the value of or the cost of repairing said vehicle(s), or in the event Dealer employs an attorney to defend it in any action filed by Borrower, or anyone claiming for personal injuries, or property damage, arising out of the use of the subject vehicle(s) while in the actual or constructive possession of Borrower, Borrower agrees to pay to Dealer upon demand any and all reasonable sums expended by it for attorney fees and court costs.

(8) The loaned vehicle(s) shall be returned by Borrower to the Dealer's place of business within 3 business days from date of Dealer's demand.

Borrower also waives any claim which may hereafter arise from any and all damage, Borrower may hereafter sustain by reason of any action, civil or criminal, which Dealer or his Agents may take in connection with the Borrower's use or retention of the subject vehicle(s) in the event of Borrower's failure to return said vehicle(s) to Dealer as specified in this paragraph.

(9) In event Borrower has left another vehicle(s) in possession of Dealer for the purpose of repairs or other services, and should the above described borrowed vehicle(s) be damaged while in the possession of Borrower, then the Dealer shall have a lien upon and retain possession of such other vehicle(s) left in possession of Dealer by Borrower until all damage to the borrowed vehicle(s) has been paid, and if not paid within ten days after completion of repairs or other service, the Dealer may sell other vehicle(s) and apply the proceeds to costs of repairs or other service to the borrowed vehicle(s).

(10) Borrower agrees the vehicle(s) will not be operated while under the influence of alcohol or narcotics.

(11) Borrower attests and confirms that all operators are properly trained and/or licensed to operate the vehicle herein, and to operate all vehicle components and accessories according to manufacturer's requirements, and according any local, state, or federal laws. Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorney's fees and expense of any nature arising or alleged to arise from improper use of the subject vehicle(s), components, and accessories while this Agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period.

(12) Borrower will at Borrower's expense provide and maintain for the term of this agreement Auto Liability and Physical Damage Insurance on the borrowed vehicle(s) covering both the Borrower and the Dealer. The coverage must be in amounts not less than \$2,000,000 bodily injury, and property damage and physical damage coverage with deductibles not to exceed \$1,000.00 for collision and \$1,000.00 for comprehensive. The borrower's insurance must provide borrowed auto physical damage coverage equal to or greater than the value of the vehicle(s).

Borrower will at all times during the term of this agreement maintain at Borrower's expense insurance of the types and in the amounts specified herein. The policies must reflect Schetky Northwest Sales, Inc. as an "Additional Insured" and "Loss Payee". This coverage must be written by a carrier acceptable to the Dealer and which is authorized to do business in the state where Borrower is domiciled or operates and garages the vehicle(s). Borrower will provide appropriate evidence of this coverage, by Certificate of Insurance and written endorsement to the Dealer before delivery can be achieved. Thirty days advance written notice of non-renewal or cancellation will immediately be forwarded to the Dealer. The cancellation clause on the certificate of the insurance is to read, "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named." Borrower accepts responsibility for the vehicle(s) to the full extent of its value, as described above, during the term of this agreement.

To the extent that Borrower's insurance coverage does not reimburse the Dealer for the full value of the vehicle(s) (value is determined as of the date you accept delivery of the vehicle(s)) Borrower will be responsible for any deficit.

IT IS FURTHER EXPRESSLY AGREED by and between the Parties hereto that the foregoing constitutes the sole Agreement between the parties covering the loan of the subject vehicle(s) by Dealer to Borrower.

Borrower

Name: _____

Signature: _____

Title: _____

Date: _____

Company: The Loop Morrow Co Transportation _____

Dealer

SCHETKY NORTHWEST SALES, INC.

8430 NE KILLINGSWORTH STREET

PORTLAND, OR 97220

BORROWED VEHICLE AGREEMENT

Schetky Northwest Sales, Inc.
8430 NE Killingsworth Street
Portland, OR 97220
(800) 255-8341

Proposed
Changes

And

The Loop
Morrow County Transportation
P.O. Box 495
Heppner, OR 97836
541-676-LOOP (5667)

In consideration of the loan of certain vehicle(s) from the Dealer to the Borrower, it is mutually agreed as follows:

The Borrower accepts responsibility for the vehicle(s) to the full extent of the vehicle(s) value as stated below, during the full term of this agreement. The term of this agreement shall be from the time the Borrower takes possession of the vehicle(s) until the Borrower returns the vehicle(s) to the Dealer's location and acceptance of the vehicle(s) by the Dealer.

Scheduled date of possession: **XXX**

Scheduled date of return and acceptance: **XXX**

Rate per day/week/month:

(1) The subject vehicle(s) is(are) as follows:

Unit #

VIN #

Description:

Value:

(2) Borrower agrees that he will not cause or allow the subject vehicle(s) to be loaned, rented, or driven by any person other than Borrower, and is not to be driven beyond a radius of one hundred (150) miles from Dealer's place of business. I think we are more than 150 miles from the Dealer.

(3) Borrower agrees that while this Agreement is in force that Borrower will preserve and protect the subject vehicle(s) from loss or damage. Borrower agrees to be liable for all costs of repairs to the vehicle(s) regardless of fault. We need something here that states, unless cause is otherwise determined to be manufacturer related.

Borrower is specifically advised to be certain that their automobile insurance coverage will provide for payment of such loss in the event of any accident. See paragraph (11) below for Borrower's insurance requirements.

(4) Borrower agrees that he will not use said vehicle(s), cause or permit the same to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.

(5) Borrower agrees that in the event of any accident involving said loan vehicle(s) Borrower will, within twelve (12) hours following such accident, or with reason (there are scenarios that would prevent this, yet I don't see a ramification if we don't, so it may be a mute point), furnish to Dealer a full and complete report thereof, and will report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of this State, or, in the event of loss of possession thereof or inability to return same to Dealer on demand for any reason whatsoever, Borrower will pay Dealer the fully insured stated value as stated on Borrowers provided insurance certificate to dealer, as well as reasonable market value for loss of accessories unless otherwise specified.

(6) Borrower agrees that all expenses incident to the maintenance of the subject vehicle(s) shall be borne solely by Borrower, and Borrower further expressly agrees to hold harmless and indemnify Dealer against all claims and demands arising or resulting from Borrowers use, storage, and/or repairs of and to the subject vehicle(s) during the period of this Agreement.

(7) Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorney's fees and expense of any nature arising or alleged to arise from the use, operation, maintenance and ownership of the subject vehicle(s) while this Agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period, including diminished value. It is further agreed that in the event Dealer files any action to recover possession of or the value of or the cost of repairing said vehicle(s), or in the event Dealer employs an attorney to defend it in any action filed by Borrower, or anyone claiming for personal injuries, or property damage, arising out of the use of the subject vehicle(s) while in the actual or constructive possession of Borrower, Borrower agrees to pay to Dealer upon demand any and all reasonable sums expended by it for attorney fees and court costs. (this is similar to #3.)

(8) The loaned vehicle(s) shall be returned by Borrower to the Dealer's place of business within 35 business days from date of Dealer's demand.

Borrower also waives any claim which may hereafter arise from any and all damage, Borrower may hereafter sustain by reason of any action, civil or criminal, which Dealer or his Agents may take in connection with the Borrower's use or retention of the subject vehicle(s) in the event of Borrower's failure to return said vehicle(s) to Dealer as specified in this paragraph.

(9) In event Borrower has left another vehicle(s) in possession of Dealer for the purpose of repairs or other services, and should the above described borrowed vehicle(s) be damaged while in the possession of Borrower, then the Dealer shall have a lien upon and retain possession of such other vehicle(s) left in possession of Dealer by Borrower until all damage to the borrowed vehicle(s) has been paid, and if not paid within ten days after completion of repairs or other service, the Dealer may sell other vehicle(s) and apply the proceeds to costs of repairs or other service to the borrowed vehicle(s).

(10) Borrower agrees the vehicle(s) will not be operated while under the influence of alcohol or narcotics.

(11) Borrower attests and confirms that all operators are properly trained and/or licensed to operate the vehicle herein, and to operate all vehicle components and accessories according to manufacturer's requirements, and according any local, state, or federal laws. Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorney's fees and expense of any nature arising or alleged to arise from improper use of the subject vehicle(s), components, and accessories while this Agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period.

(12) Borrower will at Borrower's expense provide and maintain for the term of this agreement Auto Liability and Physical Damage Insurance on the borrowed vehicle(s) covering both the Borrower and the Dealer. The coverage must be in amounts not less than \$2,000,000 bodily injury, and property damage and physical damage coverage with deductibles not to exceed \$1,000.00 for collision and \$1,000.00 for comprehensive. The borrower's insurance must provide borrowed auto physical damage coverage equal to or greater than the value of the vehicle(s).

Borrower will at all times during the term of this agreement maintain at Borrower's expense insurance of the types and in the amounts specified herein. The policies must reflect Schetky Northwest Sales, Inc. as an "Additional Insured" and "Loss Payee". This coverage must be written by a carrier acceptable to the Dealer and which is authorized to do business in the state where Borrower is domiciled or operates and garages the vehicle(s). Borrower will provide appropriate evidence of this coverage, by Certificate of Insurance and written endorsement to the Dealer before delivery can be achieved. Thirty days advance written notice of non-renewal or cancellation will immediately be forwarded to the Dealer. The cancellation clause on the certificate of the insurance is to read, "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named." Borrower accepts responsibility for the vehicle(s) to the full extent of its value, as described above, during the term of this agreement.

To the extent that Borrower's insurance coverage does not reimburse the Dealer for the full value of the vehicle(s) (value is determined as of the date you accept delivery of the vehicle(s)) Borrower will be responsible for any deficit.

IT IS FURTHER EXPRESSLY AGREED by and between the Parties hereto that the foregoing constitutes the sole Agreement between the parties covering the loan of the subject vehicle(s) by Dealer to Borrower.

Borrower

Name: _____

Signature: _____

Title: _____

Date: _____

Company: The Loop Morrow Co Transportation _____

Dealer

SCHETKY NORTHWEST SALES, INC.

8430 NE KILLINGSWORTH STREET

PORTLAND, OR 97220

BORROWED VEHICLE AGREEMENT

Schetky Northwest Sales, Inc.
8430 NE Killingsworth Street
Portland, OR 97220
(800) 255-8341

Final / Signed
Copy

And

The Loop
Morrow County Transportation
PO Box 495
Heppner, OR 97836
541-676-LOOP (5667)

In consideration of the loan of certain vehicle(s) from the Dealer to the Borrower, it is mutually agreed as follows:

The Borrower accepts responsibility for the vehicle(s) to the full extent of the vehicle(s) value as stated below, during the full term of this agreement. The term of this agreement shall be from the time the Borrower takes possession of the vehicle(s) until the Borrower returns the vehicle(s) to the Dealer's location and acceptance of the vehicle(s) by the Dealer.

Scheduled date of possession: March 22, 2018

Scheduled date of return and acceptance: TBD

Rate per day/week/month: No charge

(1) The subject vehicle(s) is(are) as follows:

Unit # 11404CB

VIN # 1FDEE3FS6HDC17859

Description: 2017 FORD E350

Value: \$62,000.00

(2) Borrower agrees that he will not cause or allow the subject vehicle(s) to be loaned, rented, or driven by any person other than Borrower.

(3) Borrower agrees that while this Agreement is in force that Borrower will preserve and protect the subject vehicle(s) from loss or damage. Borrower agrees to be liable for all costs of repairs to the vehicle(s) that are caused by the Borrower.

Borrower is specifically advised to be certain that their automobile insurance coverage will provide for payment of such loss in the event of any accident. See paragraph (11) below for Borrower's insurance requirements.

(4) Borrower agrees that he will not use said vehicle(s), cause or permit the same to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.

(5) Borrower agrees that in the event of any accident involving said loan vehicle(s) Borrower will, within twenty four (24) hours following such accident, furnish to Dealer a full and complete report thereof, and will report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of this State, or, in the event of loss of possession thereof or inability to return same to Dealer on demand for any reason whatsoever, Borrower will pay Dealer the fully insured stated value as stated on Borrowers provided insurance certificate to dealer, as well as reasonable market value for loss of accessories unless otherwise specified.

(6) Borrower agrees that all expenses incident to the maintenance of the subject vehicle(s) shall be borne solely by Borrower, and Borrower further expressly agrees to hold harmless and indemnify Dealer against all claims and demands arising or resulting from Borrowers use, storage, and/or repairs of and to the subject vehicle(s) during the period of this Agreement.

(7) Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorney's fees and expense of any nature arising or alleged to arise from the use, operation, maintenance and ownership of the subject vehicle(s) while this Agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period, including diminished value. It is further agreed that in the event Dealer files any action to recover possession of or the value of or the cost of repairing said vehicle(s), or in the event Dealer employs an attorney to defend it in any action filed by Borrower, or anyone claiming for personal injuries, or property damage, arising out of the use of the subject vehicle(s) while in the actual or constructive possession of Borrower, Borrower agrees to pay to Dealer upon demand any and all reasonable sums expended by it for attorney fees and court costs.

(8) The loaned vehicle(s) shall be returned by Borrower to the Dealer's place of business within 3 business days from date of Dealer's demand.

Borrower also waives any claim which may hereafter arise from any and all damage, Borrower may hereafter sustain by reason of any action, civil or criminal, which Dealer or his Agents may take in connection with the Borrower's use or retention of the subject vehicle(s) in the event of Borrower's failure to return said vehicle(s) to Dealer as specified in this paragraph.

(9) In event Borrower has left another vehicle(s) in possession of Dealer for the purpose of repairs or other services, and should the above described borrowed vehicle(s) be damaged while in the possession of Borrower, then the Dealer shall have a lien upon and retain possession of such other vehicle(s) left in possession of Dealer by Borrower until all damage to the borrowed vehicle(s) has been paid, and if not paid within ten days after completion of repairs or other service, the Dealer may sell other vehicle(s) and apply the proceeds to costs of repairs or other service to the borrowed vehicle(s).

(10) Borrower agrees the vehicle(s) will not be operated while under the influence of alcohol or narcotics.

(11) Borrower attests and confirms that all operators are properly trained and/or licensed to operate the vehicle herein, and to operate all vehicle components and accessories according to manufacturer's requirements, and according any local, state, or federal laws. Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorney's fees and expense of any nature arising or alleged to arise from improper use of the subject vehicle(s), components, and accessories while this Agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period.

(12) Borrower will at Borrower's expense provide and maintain for the term of this agreement Auto Liability and Physical Damage Insurance on the borrowed vehicle(s) covering both the Borrower and the Dealer. The coverage must be in amounts not less than \$2,000,000 bodily injury, and property damage and physical damage coverage with deductibles not to exceed \$1,000.00 for collision and \$1,000.00 for comprehensive. The borrower's insurance must provide borrowed auto physical damage coverage equal to or greater than the value of the vehicle(s).

Borrower will at all times during the term of this agreement maintain at Borrower's expense insurance of the types and in the amounts specified herein. The policies must reflect Schetky Northwest Sales, Inc. as an "Additional Insured" and "Loss Payee". This coverage must be written by a carrier acceptable to the Dealer and which is authorized to do business in the state where Borrower is domiciled or operates and garages the vehicle(s). Borrower will provide appropriate evidence of this coverage, by Certificate of Insurance and written endorsement to the Dealer before delivery can be achieved. Thirty days advance written notice of non-renewal or cancellation will immediately be forwarded to the Dealer. The cancellation clause on the certificate of the insurance is to read, "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named." Borrower accepts responsibility for the vehicle(s) to the full extent of its value, as described above, during the term of this agreement.

To the extent that Borrower's insurance coverage does not reimburse the Dealer for the full value of the vehicle(s) (value is determined as of the date you accept delivery of the vehicle(s)) Borrower will be responsible for any deficit.

IT IS FURTHER EXPRESSLY AGREED by and between the Parties hereto that the foregoing constitutes the sole Agreement between the parties covering the loan of the subject vehicle(s) by Dealer to Borrower.

Borrower

Name: Darrell J Green

Signature: *Darrell J Green*

Title: County Administrator

Date: 3/21/2018

Company: Morrow County

Dealer

SCHETKY NORTHWEST SALES, INC.

8430 NE KILLINGSWORTH STREET

PORTLAND, OR 97220

Darrell Green

From: Darrell Green
Sent: Wednesday, March 21, 2018 3:39 PM
To: Kate Knop; Karen Wolff
Subject: FW: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx
Attachments: Borrowed Vehicle Agreement.pdf

Fyi

From: Anita Pranger
Sent: Wednesday, March 21, 2018 3:36 PM
To: 'Tobi Bassett' <TobiB@schetkynw.com>
Cc: WEST Christine A <Christine.A.WEST@odot.state.or.us>; 'THOMAS Frank' <Frank.THOMAS@odot.state.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>
Subject: RE: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx

Tobi,

Please find enclosed the signed Borrowed Vehicle Agreement.

Thank you,
Anita Pranger
The Loop
Morrow Co Transportation
Phone 541-676-LOOP(5667)
1-844-676-LOOP(5667)

From: Tobi Bassett [<mailto:TobiB@schetkynw.com>]
Sent: Wednesday, March 21, 2018 1:44 PM
To: Anita Pranger <apranger@co.morrow.or.us>
Cc: WEST Christine A <Christine.A.WEST@odot.state.or.us>; 'THOMAS Frank' <Frank.THOMAS@odot.state.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: RE: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx

Attached is the revised Borrowed Vehicle Agreement.

Thank you,

 Tobi Bassett
Director of Sales

Schetky Northwest Sales, Inc.
Founded in 1942

800.255.8341 Ext 119
503.382.3119 Direct
503.329.5434 Cell



CONFIDENTIAL OR PRIVILEGED: This e-mail, including any files transmitted with it, is the property of Schetky Northwest Sales, Inc. This communication contains information intended only for the use of the individuals to whom it is addressed and may contain information that is privileged, confidential or exempt from other disclosure under applicable law. If you are not the intended recipient, you are notified that any disclosure, printing, copying, distribution or use of the contents is prohibited. If you have received this in error, please notify the sender immediately by telephone or by returning it by reply email and then permanently deleting the communication from your system. Thank you.

From: Anita Pranger [<mailto:apranger@co.morrow.or.us>]
Sent: Wednesday, March 21, 2018 1:33 PM
To: Tobi Bassett <TobiB@schetkynw.com>
Cc: WEST Christine A <Christine.A.WEST@odot.state.or.us>; 'THOMAS Frank' <Frank.THOMAS@odot.state.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: RE: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx

Tobi,

We will accept the changes. Will your controller make a new agreement with the changes or how should we do that?

Delivery in the morning would be best for me. I have an appointment at 1:45 p.m. and then a meeting at 4:00 p.m. tomorrow afternoon.

Thank you,
Anita Pranger
The Loop
Morrow Co Transportation
Phone 541-676-LOOP(5667)
1-844-676-LOOP(5667)

From: Tobi Bassett [<mailto:TobiB@schetkynw.com>]
Sent: Wednesday, March 21, 2018 12:19 PM
To: Anita Pranger <apranger@co.morrow.or.us>
Cc: WEST Christine A <Christine.A.WEST@odot.state.or.us>; 'THOMAS Frank' <Frank.THOMAS@odot.state.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: RE: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx
Importance: High

Hi Anita,

We have reviewed the changes suggested by Counsel. The change to item 2 is acceptable. The change to item 3 I think might be misworded? It states "Borrower agrees to be liable for all costs of repairs to the vehicle(s) that are NOT caused by Borrower. I think that should read "ARE caused by Borrower"? Regarding item 4, we would be willing to accept 24 hours, as we really need to be notified as soon as possible if an accident occurs. Regarding the change to item 12, we cannot make that change at all. Schetky Northwest has to be named the Additional Insured and Loss Payee, as we are

the legal owners of the vehicle, and, in order for us to allow Morrow County to use the vehicle, we have to be provided with proof via the Certificate of Insurance. We also legally need to be notified if there is any change in insurance.

Please review and let me know your thoughts. I have driver's scheduled to bring this bus to you tomorrow, if the above is acceptable.

Thank you,



Schetky Northwest Sales, Inc.
Founded in 1942

800.255.8341 Ext 119
503.382.3119 Direct
503.329.5434 Cell
503.287.2931 Fax



CONFIDENTIAL OR PRIVILEGED: This e-mail, including any files transmitted with it, is the property of Schetky Northwest Sales, Inc. This communication contains information intended only for the use of the individuals to whom it is addressed and may contain information that is privileged, confidential or exempt from other disclosure under applicable law. If you are not the intended recipient, you are notified that any disclosure, printing, copying, distribution or use of the contents is prohibited. If you have received this in error, please notify the sender immediately by telephone or by returning it by reply email and then permanently deleting the communication from your system. Thank you.

From: Anita Pranger [<mailto:apranger@co.morrow.or.us>]
Sent: Tuesday, March 20, 2018 4:01 PM
To: Tobi Bassett <TobiB@schetkynw.com>
Cc: WEST Christine A <Christine.A.WEST@odot.state.or.us>; 'THOMAS Frank' <Frank.THOMAS@odot.state.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Roberta Lutchter <rlutchter@co.morrow.or.us>
Subject: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx

Tobi,

Morrow County Counsel has looked at the agreement and has recommend the following changes to the agreement. This is very similar to the request that I already made but with wording in the questionable places.

Please see if your control will accept these changes.

Thank you,
Anita Pranger
The Loop
Morrow Co Transportation
Phone 541-676-LOOP(5667)
1-844-676-LOOP(5667)

Anita Pranger

From: Anita Pranger
Sent: Wednesday, March 21, 2018 1:25 PM
To: Justin Nelson
Subject: RE: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx

Justin,

I think we will have to go with what they are willing to give us on the agreement because this bus is coming to us for our use at no charge. On order was place over a year ago for a new bus to be built for me and either the salesman or the company, I don't know whose fault it was, but they ended up building the wrong bus so the state is making them give me this bus free of charge until a new one can be built.

Thank you for all of your help with this agreement.

Anita Pranger
The Loop
Morrow Co Transportation
Phone 541676-LOOP(5667)
1-844-676-LOOP(5667)

From: Justin Nelson
Sent: Wednesday, March 21, 2018 1:12 PM
To: Anita Pranger <apranger@co.morrow.or.us>
Subject: FW: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx

Anita,

I suppose we can live with those changes if we need to have the vehicle. I am not sure what "upper hand" we have in this case anyways- normally I would say our way or the highway (unless we are getting grant funding), but in this case we might be stuck if we need this rig.

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

From: WEST Christine A [<mailto:Christine.A.WEST@odot.state.or.us>]
Sent: Wednesday, March 21, 2018 12:22 PM

To: 'Tobi Bassett' <TobiB@schetkynw.com>; Anita Pranger <apranger@co.morrow.or.us>
Cc: THOMAS Frank <Frank.THOMAS@odot.state.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: RE: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx

Because this is a loaner/borrowed vehicle from Schetky's ODOT does not need to be listed on the insurance.

Christine West

From: Tobi Bassett [<mailto:TobiB@schetkynw.com>]
Sent: Wednesday, March 21, 2018 12:19 PM
To: Anita Pranger <apranger@co.morrow.or.us>
Cc: WEST Christine A <Christine.A.WEST@odot.state.or.us>; THOMAS Frank <Frank.THOMAS@odot.state.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: RE: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx
Importance: High

Hi Anita,

We have reviewed the changes suggested by Counsel. The change to item 2 is acceptable. The change to item 3 I think might be misworded? It states "Borrower agrees to be liable for all costs of repairs to the vehicle(s) that are NOT caused by Borrower. I think that should read "ARE caused by Borrower"? Regarding item 4, we would be willing to accept 24 hours, as we really need to be notified as soon as possible if an accident occurs. Regarding the change to item 12, we cannot make that change at all. Schetky Northwest has to be named the Additional Insured and Loss Payee, as we are the legal owners of the vehicle, and, in order for us to allow Morrow County to use the vehicle, we have to be provided with proof via the Certificate of Insurance. We also legally need to be notified if there is any change in insurance.

Please review and let me know your thoughts. I have driver's scheduled to bring this bus to you tomorrow, if the above is acceptable.

Thank you,



Tobi Bassett
Director of Sales

Schetky Northwest Sales, Inc.
Founded in 1942

800.255.8341 Ext 119
503.382.3119 Direct
503.329.5434 Cell
503.287.2931 Fax



CONFIDENTIAL OR PRIVILEGED: This e-mail, including any files transmitted with it, is the property of Schetky Northwest Sales, Inc. This communication contains information intended only for the use of the individuals to whom it is addressed and may contain information that is privileged, confidential or exempt from other disclosure under applicable law. If you are not the intended recipient, you are notified that any disclosure, printing, copying, distribution or use of the contents is prohibited. If you have received this in error, please notify the sender immediately by telephone or by returning it by reply email and then permanently deleting the communication from your system. Thank you.

From: Anita Pranger [<mailto:apranger@co.morrow.or.us>]
Sent: Tuesday, March 20, 2018 4:01 PM
To: Tobi Bassett <TobiB@schetkynw.com>
Cc: WEST Christine A <Christine.A.WEST@odot.state.or.us>; 'THOMAS Frank' <Frank.THOMAS@odot.state.or.us>;
Darrell Green <dgreen@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Roberta Lutcher
<rlutcher@co.morrow.or.us>
Subject: BORROWED VEHICLE AGREEMENT- CC Edit 1.docx


Tobi,

Morrow County Counsel has looked at the agreement and has recommend the following changes to the agreement. This is very similar to the request that I already made but with wording in the questionable places.

Please see if your control will accept these changes.

Thank you,
Anita Pranger
The Loop
Morrow Co Transportation
Phone 541-676-LOOP(5667)
1-844-676-LOOP(5667)

CERTIFICATE OF COVERAGE

Agent Wheatland Insurance-Heppner PO Box 755 Heppner, OR 97836	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
Named Member or Participant Morrow County PO Box 788 Heppner, OR 97836	Companies Affording Coverage COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity	

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	17LMORC	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	17LMORC	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	None \$5,000,000
Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	17APDMOR C	7/1/2017	7/1/2018		
<input checked="" type="checkbox"/> Property	A	17PMORC	7/1/2017	7/1/2018		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	A	17BMORC	7/1/2017	7/1/2018		Per Filed Values
Excess Crime						
Excess Earthquake						
Excess Flood						
Excess Cyber Liability						
Workers' Compensation						

Description:
 Schetky Northwest Sales, Inc. is listed as loss payee and additional insured as to their interest in the 2017 Ford E350 VIN#1FDEE3FS6HDC17859 deductibles of \$100 comprehensive and \$1,000 collision.

Certificate Holder: Schetky Northwest Sales, Inc. 8430 NE Killingsworth Street Portland, OR 97220	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.
	By: <i>Nancy C. Snider</i> Date: 3/22/2018



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4e

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

Staff Contact: **Greg Close**
Department: **public works/parks**
Short Title of Agenda Item: **Park host contracts**

Phone Number (Ext): **541-989-8317**
Requested Agenda Date: **3/28/2018**

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: **park host, mike and Terri Todd, Sandy McDonald, Bill Malone**

Contractor/Entity Address:

Effective Dates – From: **may 20148** Through: **November 2018**

Total Contract Amount: **24,800** Budget Line: **238 238 5 20 3440**

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

Reviewed By:

	<u>3-21-18</u>	Department Head	Required for all BOC meetings
	DATE		
		Admin. Officer/BOC Office	Required for all BOC meetings
	DATE		
<u>see email</u>		County Counsel	*Required for all legal documents
	DATE		
	<u>3/21/18</u>	Finance Office	*Required for all contracts; other items as appropriate.
	DATE		
		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):

MC Parks has three full time park host and one part time park host that fills in at the ohv park at peak times. this is to renew there existing contracts for the upcoming year.

2. FISCAL IMPACT:

these will be taken out of park host lines
238 200 5 20 3440 cutsforth host line item
238 238 5 20 3440 Anson Wright host line item
238 300 5 20 3440 OHV host line item

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

sign contracts as presented

Attach additional background documentation as needed.

Morrow Co Parks Manager

From: Justin Nelson
Sent: Monday, March 12, 2018 2:16 PM
To: Morrow Co Parks Manager; Matt Scrivner; Sandra Pointer; Roberta Lutcher
Subject: FW: park host contracts
Attachments: M Todd OHVparkhostcontract 2018.doc; Cutsforthparkhostcontract 2018.doc; ANSON WRIGHTparkhostcontract 2018.doc; Todd OHVparkhostcontract 2018 Assistant to Park Host on Peak times.doc

Greg,

I have reviewed the attached park host contracts and I do not see any issues. As you mentioned, these are the same agreements we have used in the past, and each one includes the specific work list that needs to be done at each site.

Please let Roberta know when you would like this to go before the BoC.

-Justin

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

From: Morrow Co Parks Manager
Sent: Monday, March 5, 2018 1:23 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>
Subject: park host contracts

Justin would you or Richard have time to look at these contracts. They are the ones we have been using for the park host..

Thank you

Greg Close
Morrow County Parks
Operations Manager
Phone: 541-240-1741
Email: mcparksmgr@co.morrow.or.us

1 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**

2
3 **This Contract** is between **Morrow County**, a political subdivision of the State of Oregon, hereafter called **County**, and
4 **Bill Malone** _____, hereafter called **Contractor**. **County's** Contract Administrator for this contract is Matt Scrivner, Public Works Director.

5
6 **1. Effective Date and Duration.** This contract shall become effective on May 01, 2018 or the date at which this Contract has been signed by
7 every party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when **County** closes the park on or
8 before November 14, 2018 whichever date occurs first. The specific dates of park closing shall be determined by the County, depending upon
9 the weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice **County's**
10 right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has
11 not been cured.

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

15
16 **3. Consideration**

17 a. **County** agrees to pay Contractor the daily rate of \$ 35.00/day for accomplishing the Work required by the attached Scope of
18 Work. .

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

22
23 **5. Independent Contractor; Responsibility for Taxes and Withholding**

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

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

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

36
37 **6. Subcontracts and Assignment; Successors and Assigns.**

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

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

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

50
51 **8. Funds Available and Authorized**

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

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

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

55
56 **9. Representations and Warranties**

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

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

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

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

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

79 **13. Termination**

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

82 **b. Remedies**

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

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

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

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

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

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

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

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

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

128 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given
129 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or

130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194

number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

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

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

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

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

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

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): William D Malzone
Address: 3401 W. JOHN DAY AVE, KENNEWICK, WA 99336
Citizenship, if applicable: Non-resident alien Yes No
Business Designation (check one):
 Corporation Partnership Limited Partnership Sole Proprietorship Company Limited Liability
Federal Tax ID#: _____ or SSN#: _____
Above payment information must be provided prior to contracting taxpayer ID numbers.) Information not reported to the Internal Revenue Service (IRS) matching IRS records could subject contractor to 31 percent

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

CONTRACTOR

By: WDMalone Title: _____ Date: 3/21/2018
Facsimile number: _____ Phone number: 509-783-4840

195
196 **COUNTY**
197 **MORROW COUNTY COURT**

198
199 **ATTEST:**

200
201
202 _____

203
204 **County Clerk**

205
206 _____

207
208 _____

209
210 _____

211
212 _____

213
214 _____

215
216 _____

217 **Approved as to form:**
218 **County Counsel**

219
220
221

Date: _____

Don Russell, Board Chair

Melissa Lindsay, Commissioner

Jim Doherty, Commissioner

SCOPE OF WORK

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

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

Park Host must:

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

1 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**

2
3 This Contract is between **Morrow** County, a political subdivision of the State of Oregon, hereafter called **County**, and
4 Sandra McDonald hereafter called **Contractor**. **County's** Contract Administrator for this contract is Matt Scrivner, Public Works
5 Director.

6
7 **1. Effective Date and Duration.** This contract shall become effective on May 1, 2018 or the date at which this Contract has been signed by every
8 party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when **County** closes the park on or before
9 November 30, 2018. The specific dates of park closing shall be determined by the County, depending upon the weather, the hunting season
10 schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice **County's** right to enforce this Contract with
11 respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

12
13 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions of the attached **Cutsforth Park** Scope
14 of Work.

15
16 **3. Consideration**

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

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

22
23 **5. Independent Contractor; Responsibility for Taxes and Withholding**

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

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

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

36
37 **6. Subcontracts and Assignment; Successors and Assigns.**

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

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

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

50
51 **8. Funds Available and Authorized**

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

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

55
56 **9. Representations and Warranties**

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

62
63 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
64

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

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

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

79 **13. Termination**

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

83 **b. Remedies**

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

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

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

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

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

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

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

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

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

128 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given
129 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or

130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194

number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

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

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

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

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

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

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): Sandra McDonald K
Address: 185 E Arcade Lexington OR. 97839 P.O. Box 432 Lexington, OR 97839
Citizenship, if applicable: Non-resident alien x Yes No
Business Designation (check one):
 Corporation Partnership Limited Partnership Limited Liability Company Limited Liability Partnership Sole Proprietorship

Federal Tax ID#: _____ or SSN#: _____
Above payment information must be provided prior to contracting with Contractor. (See IR-1099-MISC instructions for more information.) Information not reported to the Internal Revenue Service (IRS) regarding taxpayer ID numbers.) Information not reported to the Internal Revenue Service (IRS) regarding taxpayer ID numbers.)

Certification: The individual signing on behalf of Contractor hereby certifies that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not an employee of County; (c) Contractor is not acting as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is not an independent contractor; (d) Contractor is not acting on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

CONTRACTOR

By: Sandra K McDonald Title: Cutsforth Park Host Date: 3-20-18
Facsimile number: _____ Phone number: 541-969-2265

195
196 COUNTY
197 MORROW COUNTY COURT

198
199 ATTEST:

200
201
202 _____

203
204 County Clerk

205
206
207 _____

208
209
210 _____

211
212
213 _____

214
215
216 _____

217 Approved as to form:
218 County Counsel

219
220
221

Date: _____

Don Russell, Board Chair

Melissa Lindsay, Commissioner

Jim Doherty, Commissioner

260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309

SCOPE OF WORK

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

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

Park Host must:

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

1 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**

2
3 **This Contract** is between **Morrow County**, a political subdivision of the State of Oregon, hereafter called **County**, and
4 Mike Todd hereafter called **Contractor**. **County's** Contract Administrator for this contract is Matt Scrivner, Public Works Director.

5
6 **1. Effective Date and Duration.** This contract shall become effective on May 5, 2018 or the date at which this Contract has been signed by every
7 party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when **County** closes the park on or before
8 November 30, 2018 whichever date occurs first. The specific dates of park closing shall be determined by the **County**, depending upon the
9 weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice **County's** right
10 to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not
11 been cured.

12
13 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions of the attached OHV Park Scope of
14 work

15
16 **3. Consideration**

17 a. **County** agrees to pay Contractor the daily rate of \$ 60.00/day for accomplishing the Work required by the attached Scope of
18 Work. Assistant to Park Host on Peak times.

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

22
23 **5. Independent Contractor; Responsibility for Taxes and Withholding**

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

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

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

36
37 **6. Subcontracts and Assignment; Successors and Assigns.**

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

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

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

50
51 **8. Funds Available and Authorized**

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

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

55
56 **9. Representations and Warranties**

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

62
63 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
64

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

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

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

79 **13. Termination**

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

82 **b. Remedies**

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

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

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

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

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

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

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

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

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

128 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given
129 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or

130 number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this
131 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or
132 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be
133 effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any
134 communication or notice by personal delivery shall be deemed to be given when actually delivered.

135
136 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in
137 conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be
138 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

139
140 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement
141 binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall
142 constitute an original.

143
144 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal
145 tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers
146 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

147
148 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of
149 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other
150 County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and
151 exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it
152 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY
153 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

154
155 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no
156 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or
157 change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been
158 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
159 The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

160
161
162
163 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS**
164 **CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

165 **CONTRACTOR DATA AND CERTIFICATION**

166 Name (tax filing): Mike W. Todd
167 Address: 812 B St P.O. Box 321
168 Citizenship, if applicable: Non-resident alien Yes No
169 Business Designation (check one):
170 Corporation Partnership Limited Liability Company Limited Liability
171 Partnership Sole Proprietorship
172 Federal Tax ID#: _____ or SSN#: _____
173 Above payment information must be provided prior to contract execution and reported to the Internal Revenue Service (IRS)
174 under the name and taxpayer I.D. number submitted. (See IR-1042 regarding taxpayer ID numbers.) Information not
175 matching IRS records could subject contractor to 31 percent backup withholding.

176
177 **Certification:** The individual signing on behalf of Contractor hereby certifies that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not an individual because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

184
185 **CONTRACTOR**

186 By: Mike W. Todd Title: _____ Date: 3-19-18
187
188 Facsimile number: _____ Phone number: 971-712-4557
189
190
191
192
193
194

195
196 **COUNTY**
197 **MORROW COUNTY COURT**

198
199 **ATTEST:**

200
201
202
203
204 **County Clerk**

Date: _____

Don Russell, Board Chair

Melissa Lindsay, Commissioner

Jim Doherty, Commissioner

205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257

258
259 **SCOPE OF WORK**

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

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

269 **Park Host must:**

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

- 284
- 285 2. County hereby waives Park Host's user (camping) fees applicable to the campsite that Park Host occupies during the term
286 of this Agreement.
- 287 3. County shall reimburse Park Host Assistant to Park Host on Peak times a flat rate of Thirty-five Dollars (\$35.00) per day,
288 Monday through Sunday, for days actually worked.
- 289 4. County shall provide Park Host with materials and supplies necessary to maintain restrooms, showers dispose of garbage,
290 post rules and regulations and other items as may be required to fulfill the intentions of this Agreement.
- 291 5. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the Park during the
292 term of this Agreement; Park Host shall contact the appropriate emergency personnel, including medical personnel and law
293 enforcement officers, when in the judgment of the Park Host, such emergency services become necessary.
- 294 6. The parties acknowledge that the Park Host is not an employee of Morrow County. Either party may cancel this
295 Agreement at any time by giving the other forty-eight (48) hours notice of intent to cancel.
- 296 7. By signing this Agreement, Park Host agrees to, does release Morrow County from any liability arising by reason of
297 personal injury suffered by Park Host which is not covered by Worker's Compensation Insurance.
298
299

1 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**

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

6
7 **1. Effective Date and Duration.** This contract shall become effective on May 5, 2018 or the date at which this Contract has been signed by every
8 party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when **County** closes the park on or before
9 November 30, 2018 whichever date occurs first. The specific dates of park closing shall be determined by the County, depending upon the
10 weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice **County's** right
11 to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not
12 been cured.

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

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

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

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

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

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

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

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

63
64 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
65

66 **10. Ownership of Work Product.** All Work products of the Contractor that result from this contract ("the Work Products") are the exclusive
67 property of the County. County and Contractor intend that such Work Products be deemed "works made for hire" of which County shall be
68 deemed the author. If for any reason the Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its
69 right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state
70 or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably
71 request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of
72 identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
73

74 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents,
75 from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of,
76 or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.
77

78 **12. Insurance.** Contractor shall provide insurance as required by State law.
79

80 **13. Termination**

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

83 **b. Remedies**

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

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

94 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13. (e)(ii) or 9(a), NEITHER
95 PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE
96 CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN
97 ACCORDANCE WITH ITS TERMS.
98

99 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted
100 accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document
101 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and
102 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that
103 are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such
104 fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable
105 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to
106 this Contract, whichever date is later.
107

108 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances
109 applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of
110 Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all
111 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights
112 and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the
113 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.
114

115 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the
116 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.
117 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
118

119 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where
120 such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove
121 or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this
122 contract.
123

124 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth
125 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.
126

127 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
128

129 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given
130 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or

131 number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this
132 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or
133 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be
134 effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any
135 communication or notice by personal delivery shall be deemed to be given when actually delivered.

136
137 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in
138 conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be
139 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

140
141 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement
142 binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall
143 constitute an original.

144
145 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal
146 tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers
147 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

148
149 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of
150 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other
151 County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and
152 exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it
153 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY
154 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

155
156 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no
157 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or
158 change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been
159 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
160 The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

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

166 **CONTRACTOR DATA AND CERTIFICATION**

167 Name (tax filing): Terry Todd
168 Address: 812 B ST. Fossil OR. 97830

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

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

174 **Federal Tax ID#:** _____ **or SSN#:** _____
175 Above payment information must be provided prior to contract award and submitted to the Internal Revenue Service (IRS)
176 under the name and taxpayer I.D. number submitted. (See IRS 1099-NEC instructions for more information on reporting taxpayer ID numbers.) Information not
177 matching IRS records could subject contractor to 31 percent backup withholding.

178
179 **Certification:** The individual signing on behalf of Contractor hereunder certifies that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not a partner, partner in a partnership, or a beneficiary of a trust, partnership, or trust; (c) Contractor is not in
180 is Contractor's correct taxpayer identification; (b) Contractor is not a partner, partner in a partnership, or a beneficiary of a trust, partnership, or trust; (c) Contractor is not in
181 withholding, (ii) Contractor has not been notified by the IRS that Contractor is a partner, partner in a partnership, or a beneficiary of a trust, partnership, or trust; (c) Contractor is not in
182 or dividends, or (iii) the IRS has notified Contractor that Contractor is a partner, partner in a partnership, or a beneficiary of a trust, partnership, or trust; (c) Contractor is not in
183 Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in
184 violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS
185 670.600; and (e) the above Contractor data is true and accurate.

186
187 **CONTRACTOR**

188 By: Terry D. Todd Title: _____ Date: 3/19/18
189
190 Facsimile number: _____ Phone number: 971 712-4558

195
196 **COUNTY**
197 **MORROW COUNTY COURT**

198
199 **ATTEST:**

200
201
202 _____

203
204 **County Clerk**

205
206
207 _____

208 **Don Russell, Board Chair**

209
210
211 _____

212 **Melissa Lindsay, Commissioner**

213
214
215 _____

216 **Jim Doherty, Commissioner**

217 _____

218 **Approved as to form:**

219 **County Counsel**

220
221

Date: _____

259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304

SCOPE OF WORK - Assistant to Park Host on Peak times

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

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

Park Host must:

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

2. County hereby waives Park Host's user (camping) fees applicable to the campsite that Park Host occupies during the term of this Agreement.
3. County shall reimburse Park Host Assistant to Park Host on Peak times a flat rate of Thirty-five Dollars (\$35.00) per day, Monday through Sunday, for days actually worked.
4. County shall provide Park Host with materials and supplies necessary to maintain restrooms, showers dispose of garbage, post rules and regulations and other items as may be required to fulfill the intentions of this Agreement.
5. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency services become necessary.
6. The parties acknowledge that the Park Host is not an employee of Morrow County. Either party may cancel this Agreement at any time by giving the other forty-eight (48) hours notice of intent to cancel.
7. By signing this Agreement, Park Host agrees to, does release Morrow County from any liability arising by reason of personal injury suffered by Park Host which is not covered by Worker's Compensation Insurance.



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

(For BOC Use)
 Item #
 4f

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

Staff Contact: Thomas Wolff - Parks Committee Chair Phone Number (Ext): 541-377-4945
 Department: Parks Requested Agenda Date:
 Short Title of Agenda Item: **MC Parks Committee Members**



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

<input type="checkbox"/> Order or Resolution	<input checked="" 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: 5 min
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

	<u>3-21-18</u>	Department Head	Required for all BOC meetings
	DATE		
		Admin. Officer/BOC Office	Required for all BOC meetings
	DATE		
<u>N/A</u>		County Counsel	*Required for all legal documents
	DATE		
<u>N/A</u>		Finance Office	*Required for all contracts; other items as appropriate.
	DATE		
		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):

MC Parks Committee has filled 9 positions on the committee per the MC Master Plan bylaws. Each park district with exception of Irrigon has sent in letters of who their representative is. The Parks Committee seen no issues with the terms of position, individuals, Chairman or Vice-Chairman.

2. FISCAL IMPACT:

None

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

Accept MC Park Committee members and terms of position as submitted.
Noting that once Irrigon selects representative, information will be forwarded on to BOC.

Attach additional background documentation as needed.

MORROW COUNTY PARKS COMMITTEE

Revised By-Laws Article III MEMBERSHIP - signed and dated May 10, 2017

Committee Seats	Name	# of seats	Term Beg	Term end
Boardman Park District appointed by the Boardman Park District	Scott Green	1	Mar-2018	Mar-2021
Irrigon Park District appointed by the Irrigon Park District	Vacant	1	Mar-2018	Mar-2020
Willow Creek Park District appointed by Willow Creek Park District Board	Kim Cutsforth	1	Mar-2018	Mar-2019
Morrow County Public Works Department an employee of MCPW	Greg Close	1	Mar-2018	Mar-2021
Umatilla National Forest Service a representative from Heppner Ranger District	Jennifer Croft (Acting Ranger)	1	Mar-2018	Mar-2020
Park User Group a person to represent Equestrian	Dean Robinson	1	Mar-2018	Mar-2019
Park User Group a person to represent Motorized Recreation	Mike Gorman (vice-chairman)	1	Mar-2018	Mar-2021
Park User Group a person to represent Hiking/Biking	Sheryll Bates	1	Mar-2018	Mar-2020
Park User Group a person to represent Hunting/Camping	Thomas Wolff (chariman)	1	Mar-2018	Mar-2019

Articl III MEMBERSHIP; Section 3 Terms of office

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

Kirsti Cason

From: Tommy Wolff <tommyw@columbiabasin.cc>
Sent: Monday, December 04, 2017 4:10 PM
To: Morrow County Parks
Subject: Morrow County Parks Committee Appointment.

Dear Kirsti:

I received your letter of November 28th, 2017 concerning an appointment to the Morrow County Parks Committee.

I am honored to accept the nomination for the appointment, and the position of Chair.
I will serve if the appointment is approved by the Board of Commissioners.

Thank you for all your work and endeavors on behalf of Morrow County Parks.

Sincerely,

Thomas Wolff



Thomas Wolff, CPA
CEO / General Manager
P.O. Box 398
Heppner, Oregon 97836-0398
Office = 541-676-9146
Cell = 541-377-4945
tommyw@columbiabasin.cc

Dec. 1, 2017

To: Morrow County Parks Committee

I would be pleased to accept the position of
Park User Group / Equestrian position.

Dean Robinson

Kirsti Cason

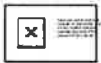
From: Heppner Chamber of Commerce <heppnerchamber@centurytel.net>
Sent: Friday, December 01, 2017 4:46 PM
To: Kirsti Cason
Subject: Morrow County Parks Committee Board

Good afternoon:

I accept the position of "Hiking/Biking" representative on the Morrow County Parks Committee Board.

Thanks!

Sheryll Bates
Executive Director
Heppner Chamber of Commerce
PO Box 1232
133 N. Main Street
Heppner, OR 97836
Office: 541-676-5536
Fax: 541-676-5656



Virus-free. www.avast.com



P. O. Box 8 * Boardman, OR 97818
Phone: 541.481.7217
Fax: 541.481.2828
Email: info@BoardmanMarinaPark.com

December 19, 2017

Morrow County Parks
P. O. Box 428
Lexington, OR 97839

Kirsti Carson, Administrative Assistant
kcarson@co.morrow.or.us

Dear Kirsti:

At Boardman Park & Recreation District's December 14, 2017 meeting, Scott Green, BPRD Recreation Director was appointed as our representative to Morrow County Parks. Scott will be attending your regular meetings and reporting to our board.

Thank you,

Karen Pettigrew

Karen Pettigrew, Chair
Boardman Park & Recreation District

Kirsti Cason
Morrow County Park Committee
PO Box 428
Lexington, OR 97839

February 8, 2018

Dear Kirsti:

On January 31, 2018 Willow Creek Park District held a general meeting. At this meeting they appointed Kim Cutsforth as their representative to the Morrow County Parks Committee Board. Please see the attached minutes.

Sincerely,

A handwritten signature in black ink, appearing to read "SMat", with a long horizontal flourish extending to the right.

Skip Matthews President
Willow Creek Park District
541-256-0383
PO Box 582
Heppner, OR 97836

MORROW COUNTY PARKS MEETING
Monday, November 27, 2017 @ 1:30pm
Location: Bartholomew Building, Upper Conference Room
110 North Court Street, Heppner, Oregon 97836

~** MINUTES **~

Present:

Committee members present:

Greg Close, Kim Cutsforth, Burke O'Brien, Don Russell,
Staci Osmin, Kirsti Cason, Matt Scrivner, Aaron Palmquist

Public Attendees: Darrell Green, Carla McLane, Mike Gorman, Melissa Lindsay, Lori Sietz,
Kate Knopp

Call to Order

Chairman Greg Close called meeting to order at 1:40pm

Pledge of Allegiance

Introductions/Attendance

Minutes Review/Approval

Review minutes from March 20, 2017

- Kim C – Motion to approve March 20, 2017 as submitted
 - Don R – Second motion
 - Approved – unanimously

Selection of Parks Committee Members:

Greg C/Kirsti C – provided brief history of bylaw changes

- Discussions regarding bylaws
- Aaron P. – questioned requested clarification regarding the Park Districts for Parks Committee Member appointment
 - Discussions regarding the term in the bylaws “a member of”
 - Consensus of the Committee is that “a member of” is “someone who lives in the said Park District”, one does not have to be a member of said board but would need to be appointed by said board to represent that Park District
- Aaron P. – recommended to add the list of seats and who has been nominated to fill the Parks Committee seats to the letter/memorandum going to the Park Districts
 - Discussions on how to best get Park District representation at future meetings
 - Don R. and Greg C. will work with the Boardman and Irrigon Parks Districts for better representation at the MC Parks Committee Meetings
- Greg C. – questioned if leave Ann Niesen as the Umatilla National Forest Service representative
 - Lori Sietz recommended to have Ann N. continue to fill that position

- Greg C. – moved forward to fill remaining Committee seats with exception of the Parks Districts, with individuals who are currently serving on the Parks Committee. This to help retain history and knowledge going forward.
 - Kirst C. – explained that she had talked with Thomas Wolff who is currently serving the Parks Committee as Chair of the committee
 - Kim C. – stated that Sheryll Bates indicated she would be willing to serve as a member as well; further suggested to fill the Park User Group-Hiking/Biking position
 - Carla M. – asked if Thomas W. was to serve what position would he best fill
 - Discussion between placement in Park User Group-Hunting/Camping or Motorized Park position
 - Carla M. – requested clarification on Motorized position
 - ✧ Kirsti C. – stated preferable a person who has experience/knowledge with ATV, Snowmobile, Jeeps, and any other recreation motorized vehicle
 - ✧ Melissa L. – nominated Mike Gorman an officer of the snowmobile club for the Motorized Rep.
 - ❖ Greg C. – asked Mike if willing to serve
 - ◇ Mike G. – accepted the nomination
 - ✧ Kim C. – nominated Thomas Wolff for the Hunting/Camping position
 - ✧ Greg C. – nominated Dean Robinson for the Equestrian position
- Greg C. – read back the positions and nominations for the minutes
 - Boardman, Irrigon, Willow Creek Parks Districts
 - To be determined
 - Morrow County Public Works Department
 - MC Parks Op. Mgr. Greg Close or Representative
 - Umatilla National Forest Service
 - Heppner District Ranger Ann Niesen or Representative
 - Park User Group
 - Motorized Representative – Mike Gorman
 - Equestrian – Dean Robinson
 - Hiking/Biking – Sheryll Bates
 - Hunting/Camping – Thomas Wolff
- Carla M. – requested that out of these nominations that the Committee recommends as Chair and Vice Chair
 - Greg C. – nominated Thomas Wolff for Chair Position
 - Kirsti C. – confirmed that via a telephone call prior to meeting he would be willing to accept the nomination
 - Carla M. – nominated Mike Gorman to serve as Vice Chair
 - Mike G. – accepted the nomination

- Kim C. - Motion to approve nominations for the Parks Committee Positions including the Chair and Vice-Chair, with the understanding that the Parks District Representatives be determined at a later date and recommend to the Board of Commissioners upon individuals accepting nomination
 - Aaron P. – seconded motion
 - Approved – unanimously
- Kirsti C. –
 - To send memo/letter to the Parks Districts (Boardman, Irrigon, Willow Creek) requesting appointment from each Park District for an individual to serve on the Parks Committee
 - To send memo/letter to individuals who were nominated to fill positions on the Parks Committee for the individuals to accept or decline nomination
 - Send letter to County Board of Commissioners regarding the newly nominated and accepted positions once information is received

Anson Wright/Cutsforth/OHV Park – Updates/Projects:

Greg C. – provided a power point presentation of the parks projects and grant programs

- Burke O. – offered an explanation regarding the replacement pedestrian bridge that will meet ADA standards and connectivity of the hiking path located within Cutsforth Park near the new Visitor Center.
- ADA Vault Restroom at Cutsforth Park – located in upper campground area near trail head to USFS
- Foundation of Quonset at OHV Park
- Solar Eclipse Event
- Youth Deer Hunt
 - 1 youth participated
- Second Season Special Youth Elk Hunt
 - 2 successful hunters
 - 1 Morrow County – 1 Grant County
- Kirsti C. – explained that the Elk Hunt is for Morrow and Grant County Residents the Deer hunt is a special hunt that the parks partner with the Oregon Department of Fish and Wildlife on and there are only two areas which the youth may hunt, one is at the OHV Park the other is at the Tree Farm along the Bombing Range Road

Review/Approve Parks Master Plan:

Greg C. – document has been created by the Parks Plan Sub-Committee and recommended to the Parks Committee for review

- Greg C. – expressed thanks to Kirsti for creating the document
- Kirsti C. – Page numbering still needs correcting and other grammar issues
- Carla M. – provided explanation as to why document is so important moving forward
- Matt S. – explained that the Parks General Operations Manager job description needs to be updated in all three parks to omit the sentence regarding the position being seasonal.
- Carla M. – questioned why the bylaw resolution and old version of the Bylaws were included in the document
 - Discussions regarding as to why there

- Aaron P. – Moved to approve the Parks Master plan with numbering, grammar corrections, job description update, and removal of Resolution and old bylaws. Send to Planning Department for their review then recommend to Board of Commissioners
 - Greg C. – seconded motion
 - Approved – unanimously

Review/Approve Parks Master Plan:

Aaron P. – thanked park personnel for their work on this project and all the work at the parks

Kim C. – Commented on hiking trail at Cutsforth Park and said it is an excellent addition to the park.

Burke O. – discussed how far parks have grown and improved since he has been here and how much the OHV Park has changed in ten years, and the efforts put forth by all involved. Explained that when started that County only managed two parks that were funded through the County General Fund. Once the OHV Park was created the all the parks grew and improved over the course of several years and are now no longer use funds from the County General Fund and are self sustaining through the programs, grants and revenues at the park. Considers this is a huge accomplishment to have the parks separated out of the General Fund revenues.

- Kim C. – expressed the tanks and commitment put forth by the management to make all things come together
- Greg C. – agreed it is a group effort by all
- Burke O. – also agreed and added that it isn't just those out of the Public Works office but the County Court/Board of Commissioners and the public supporting the projects and ideas for the parks, and hopes that it continues.

Don R. – explained that the Boardman Fire Department was surplus a fire engine that was transferred to the OHV Park for use.

All – general discussions on how each park has impacted the community and the county with each offering different experiences and opportunities, and the places are coming from and still having people at the parks that have never been before

All – discussions regarding the process of the master plan going forward

Next Meeting:

Tuesday, March 13, 2018 @ 1:30pm
Bartholomew Building, Upper Conference Room

Greg C. – adjourned meeting at 2:48pm

Minutes submitted by: Kirsti Cason
Morrow County Public Works Assistant

Approved by: Morrow County Parks Committee

Date Approved: March 13, 2018

MORROW COUNTY PARKS MEETING
Monday, March 13, 2018 @ 1:30pm
Location: Morrow County Public Works, Conference Room
365 West Highway 74, Lexington, Oregon 97839

~** MINUTES **~

Present:

Committee members present:

Thomas (Tom) Wolff, Mike Gorman, Sheryll Bates, Jennifer (Jen) Croft, Scott Green, Greg Close, Dean Robinson, Kim Cutsforth

Other Attendees: Darrell Green, Terry Harper, John Bowles, Don Russell, Kirsti Cason

Call to Order

Chairman Tom Wolff called meeting to order at 1:30pm

Introductions/Attendance

Pledge of Allegiance

Minutes Review

Review minutes November 27, 2017

◇ Kim C – Motion to approve minutes as presented

◆ Dean R – Seconded

◇ Approved – unanimously

-- Kirsti C – corrections when finalizing document for record

-- added text “Cutsforth Park near the new Visitor Center” to page 3 regarding parks updates for pedestrian bridge comment made by Burke O.

-- page 4 Next Meeting corrected year to 2018

Selection of Parks Committee Members

Discussions regarding draft MC Parks Committee terms of office

◇ Tom W – one vacant seat being Irrigon Park District

◆ Greg C – explained that he has been in contact with Berl Cooley, Aaron Palmquist, and David Cooley regarding filling the Irrigon Park District seat.

◇ Don R – indicated that Aaron Palmquist volunteered to serve if no one was interested

◇ Tom W – Questioned terms of office and having the terms staggered

◆ Kirsti C – explained that it was based off of the bylaws

◇ Tom W – Chair & Vice Chair to be staggering terms

◇ Discussions determined ok as the terms as listed are staggered

Anson Wright/Cutsforth/OHV Park – Updates/Projects

Greg C - All parks under snow, monitoring, and completing building inspections

Anson Wright

◇ Bill Malone returning as park host

Anson Wright/Cutsforth/OHV Park – Updates/Projects Continued

CUTSFORTH

- ◇ Sandy McDonald will be returning as camp host
- ◇ Visitor Center/Restroom/Shower facility completed, and has made it through winter without any major issues
- ◇ Currently obtaining and updating necessary permits for installation of the dual vault restroom in the campground area near the horse pens and trail head.

OHV

- ◇ Mike Todd will be returning as camp host with Terry Todd as the assistant host during peak times at park
- ◇ The Landing restaurant currently has request or proposals (RFP) out seeking operator of the facility that are due later this month
- ◇ Completed purchase and installation of Quonset hut, end doors as weather permits will be installed
- ◇ Working on a grant from Oregon Parks and Recreation Department (OPRD) for Local Government Grant Program (LGP) for electrical upgrades to campsites in the D and E camping areas of the park.
 - ◆ In need of letters of support for this project please pass the word along
 - ◇ Sheryll B – requested information regarding grant to be sent out to aid with obtaining letters of support
- ◇ Servicing equipment and preparing for trail maintenance as weather permits
 - ◆ John B – inquired if someone was yet selected to operate The Landing
 - ◇ Greg C & Darrell G – explained currently in RFP process that is due to close on March 22, 2018 this month and those that submit a proposal by the cutoff date will be reviewed
- ◇ Scott G – clarification on grant from last year for construction
 - ◆ Greg C & Kirst C – explained that received funding from LGP grant for the Visitor Center/Restroom/Shower facility that was awarded in 2016 and is now completed.
 - ◆ Sheryll B – said that she has received many compliments regarding the upgraded facility Visitor Center/Shower facility at Cutsforth from the users that participate in the annual Blue Mountain Century Scenic Bikeway ride.
 - ◆ Scott G – requested confirmation if would be applying for another grant this year
 - ◇ Greg C – LGP for electrical upgrades for the OHV Park
 - ◇ Scott G – indicated that he is on the LGP committee so wanted confirmation regarding if applying for another grant that will meet in June 2018
 - ◇ Don R – explained that he too is on a state grant committee that will be reviewing grants on April 12, 2018

Public Comment

Tom W – requested each Park Committee Member to provide update on areas that they represent and any other public comments after

- ◇ Scott G – Boardman Parks and Recreation District
 - member of Oregon Parks Recreation Department Local Government Grant Program Committee
 - Recreation Center open for eight months and is going well approx. 2000 members

Public Comment Continued

- ◇ Kim C – Willow Creek Parks District
 - New equipment park is moving forward and is obtaining permits for restroom facility, reviewing billings, and hopes to install irrigation and sod this spring
 - Pool is currently advertising and accepting applications for positions at the pool
 - RV park is doing well and is nearly booked for St. Pat's weekend
- ◇ Jen C – Umatilla National Forest Service, Heppner Ranger District
 - Full staffing for recreational season, with one seasonal in Heppner area, two seasonal in the North Fork John Day area and floating back and forth in both areas as needed
 - Continuing maintenance of improved recreational sites
 - Provided brief details of 115,000 acre Ellis Project in the Penland Lake area
 - ◆ General discussions regarding project
- ◇ Mike G – Park User, Motorized Recreation
 - Winter recreation is down due to the limited snowfall in the area
- ◇ Dean R – Park User, Equestrian Recreation
 - Cutsforth no immediate plans within park, many trails available on adjacent USFS lands for riders
 - Anson Wright discussion are starting to take place with adjacent land owner in hopes to create trails for hiking and equestrian rides
 - OHV continue efforts to encourage equestrian use within the park
- ◇ Dean R – Parks Fire Consultant
 - Boardman Fire Department donated a wildland fire vehicle to the parks that upgrades current park equipment and will have the ability to respond to wildland fires as well as act as an Emergency Response Vehicle
 - Fires concern this past year was focused mainly around the US Solar Eclipse event that went very well, with little to no fire issues in the area. Controlled burning continues as weather permits.
- ◇ Sheryll B – Park User, Hiking/Biking Recreation
 - Planning annual Blue Mountain Century Scenic Bikeway ride, increasing amount of participants to a maximum of 75 riders. Many already calling and are from across the US. Event is considered an extreme bike ride due to terrain and the limited facilities along route. Last year's participants that utilized the Cutsforth Park facilities were impressed and nothing but positive comments with the upgraded Visitor Center/Restroom building.
- ◇ Tom W – Park User, Hunting/Camping Recreation
 - Successful youth hunters at OHV Park during special youth elk hunt last season
 - Project at OHV Park as Greg C. previously mentioned for electric upgrades
- ◇ Don R – Serving on a OPRD committee for reviewing grants
 - discussed the donation of the fire engine from Boardman Fire Department to the Parks
- ◇ John B/Terry H – Jerry Roberts and Richard Stokoe will be returning to parks for All-Terrain Vehicle (ATV) patrols.
 - Richard will be attending the ATV Law Enforcement workshop in Central Oregon next month.
 - Patrols scheduled to start at parks in April 2018, unsure of exact date
 - ◆ Discussion of benefit of April start due to turkey season
- ◇ Darrell G – Looks forward to visiting parks and seeing the projects

- ◇ Tom W – read letter from Carla McLane
 - Parks Master Plan target date is April 25, 2018 to send to Board of Commissioners for the public hearing, final adoption should be completed sometime in May 2018.
 - Planning staff beginning to outline necessary steps to include at least an update to Goal 8 Recreation and the Parkland Overlay zone, as well as outline what a Goal 4 Exception would look like to determine if it is something staff can accomplish if need to retain outside assistance.
 - ◆ Discussions regarding what the Goals refer to and why needed
 - ◇ Amenities and future development of the parks as outlined in the Parks Master Plan
- ◇ Greg C – Thanked all those for their time and continued support of the parks, and should anyone wish to have a tour of one of the parks to see the projects or just visit the park willing to show people around and provide information if requested
- ◇ Jan C – Expressed roll of acting District Ranger focuses on partnerships and aid in setting up future projects, and to help with the transition of new incoming District Ranger
- ◇ Tom W – Parks Committee Members notification to Board of Commissioners (BOC)
 - Discussions, determined by those present list ok as presented to send to BOC with the Irrigon Parks District (IPD) not yet being filled. Noting when receive notification from IPD to forward the information on to the BOC as to who would be representing that position.
- ◇ Kirsti C – Park Events Scheduled
 - All three parks open for camping season Thursday, May 10, 2018
 - Anson Wright –
 - October 31, 2018 – Close for camping season
 - Cutsforth Park –
 - Saturday, June 2, 2018 – 13th Annual Youth Fishing Derby
 - Monday, June 11- 17, 2018 – Tri-County 4-H Camp
 - Monday, November 12, 2018 – Close for camping season
 - OHV Park –
 - Saturday, April 7-8, 2018 – Spring Youth Turkey Hunt
 - Saturday, May 12, 2018 – NWTRA ATV Ride
 - Saturday, June 23, 2018 – OHV EMS ATV Ride/Fundraiser
 - Saturday November 2 – 11, 2018 – 2nd Season Special Youth Elk Hunt
 - Monday, November 12, 2018 – Close for camping season

Next Meeting

Tuesday, June 5, 2018 @ 1:30pm
 MC Public Works Dept., Conference Room, Lexington, Oregon

Tom W – adjourned meeting at 2:10pm

Minutes submitted by: Kirsti Cason
 Morrow County Public Works Assistant

Approved by: Morrow County Parks Committee

Date Approved: _____



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

(For BOC Use)
Item #
49

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

Staff Contact: Sheree Smith
Department: Public Health
Short Title of Agenda Item: OHA Doc 154659-1

Phone Number (Ext): 5212
Requested Agenda Date: 3/14/18 If possible

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

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

Reviewed By:

Sheree Smith 03/06/18 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson 3/20/18 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is the OHA Amendment to the Environmental Health Service agreement regarding the need to ensure the contract aligns with OAR 333-014-0570 and OAR 333-014-0580. I have pasted the OARs for reference and attached to this email.

The original IGA for Umatilla County to provide Environmental Health services was signed 11-30-05 and is fairly basic as it does not list each of the program requirements, but is written in such a way that I do not believe it excludes Morrow County from official responsibility for ensuring services are delivered. That being said, it does not include any type of formal reporting requirements neither are there specific supervision or other types of checks and balances to ensure services are meeting all requirements. Since that time, the only change in the original IGA with Umatilla County, was an amendment signed 6-23-10 basically just to increase the amount we are paying Umatilla to provide the Environmental Health services. representing an increase in dollars to be paid for service delivery.

I believe that signature of the OHA agreement represents acknowledgment of the requirements, but the next order of business will be to revise the IGA or create a new document that meets all of the OHA Contract requirements. Do you believe that this is appropriate, or do you think we will need to DRAFT a new IGA before the OHA Contract amendment can be signed?

I am not certain which County originally Drafted the IGA, but believe it may have been Umatilla County. That being said, as County Counsel; would you be the one to include the necessary verbiage, would it be the Umatilla County Counsel (Doug Olsen) and/or is this something I would need to complete (to the best of my limited ability) for you to then review?

I scanned the OHA Environmental Health Contract signed by Morrow County 6-21-17 that is currently in effect so that you can also view the program requirements listed.

2. FISCAL IMPACT:

N/A regarding the OHA Document as no funding is allocated to the County for service delivered. Fees collected for inspections and other services are retained by Umatilla County. There is no impact on FTE for Morrow County.

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

Review of contract per County counsel and once approved, the Document presented to the BOC for approval and signature.

Represents knowledge of requirements for Morrow County to Sub-Contract with another entity (Umatilla County) for the delivery of Environmental Health services.

Action:

Move to approve OHA contract # OHA Doc 154659-1 regarding the delivery of Environmental Health services in collaboration with Umatilla County. This agreement becomes effective on the date the last signature is obtained. The agreement does not include any funding.

Attach additional background documentation as needed.



Agreement #154659

**OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority Intergovernmental Agreement for Environmental Health Services (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County Health Department, the Local Public Health Authority ("LPHA"), acting by and through its Health and Human Services Department, each a "Party" and together, the "Parties."

AGREEMENT

- 1. Section 7 "OHA Responsibilities", Subsection 7.15 is hereby amended to add an additional Division as follows: new language is **underlined and bold:**

Comply with applicable provisions of ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, **14**, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.

- 2. Section 21 "Subcontracts and Assignment", Subsection 21.1 is deleted in its entirety and restated with the following: Deleted language is ~~struck through~~ and new language is **underlined and bold:**

~~Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.~~

If LPHA intends to contract with a person to perform services or activities required under this Agreement, such person may not perform any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580. LPHA must provide notice to OHA in accordance with OAR 333-014-0570(2) and (5) and subcontracts must comply with OAR 333-014-0570(4)."

- 3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 4. The parties expressly ratify the Agreement as herein amended.
- 5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 6. This Amendment becomes effective on the date of the last signature below.

OREGON HEALTH AUTHORITY INTERGOVERNMENTAL AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

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

7. Signatures.

By: _____
Name: Andre Ourso
Title: Administrator, Center for Health Protection
Date: _____

MORROW COUNTY HEALTH DEPARTMENT LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____



DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by Shannon O’Fallon, Senior Assistant Attorney General, Health and Human Services Section, General Counsel Division, Oregon Department of Justice by email on February 12, 2018, copy of email approval in Amendment file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Brett Sherry (or designee)
Title: Program Manager
Date: _____

Oregon Health Authority

Public Health Division - Chapter 333

Division 14

STANDARDS FOR STATE AND LOCAL PUBLIC HEALTH AUTHORITIES

333-014-0570

Local Public Health Authority Contracts or Agreements for Local Public Health Services or Activities

(1) As provided in ORS 431.413(3), a local public health authority may contract with a person to perform a public health service or activity, or to perform all public health services and activities, that the local public health authority is required to perform under ORS 431.001 to 431.550 and 431.990 or under any other public health law of this state, except that the person with whom the local public health authority contracts may not perform any function, duty or power of the local public health authority related to governance.

(2) A local public health authority must provide written notice to the Authority at least 75 days prior to executing a new contract or agreement with a person or public body for the provision of local public health services or activities, if the local public health authority is performing the public health service or activity pursuant to a contract or agreement with the Authority, unless the local public health authority is specifically exempted from complying with this notice provision in the contract or agreement with the Authority. Contracts, subcontracts or agreements that apply to administrative contracts or contracts that do not have a direct impact on consumers of public health services or activities are excluded from the requirements in this section.

(3) Upon receipt of a notice under section (2) of this rule, the Authority may request a copy of the contract or agreement from the local public health authority for review.

(4) A local public health authority contract or intergovernmental agreement to perform a public health service or activity must clearly describe the service or activity being performed, any applicable federal or state statutes or rules, or local ordinances that are applicable to the service or activity, and the manner in which the local public health authority will oversee and monitor the contractor or public body to ensure compliance with all applicable federal or state statutes or rules, local ordinances or other funding requirements as outlined in the FAA or other agreements.

(5) If a local public health authority is unable, for reasons outside of its control, to provide the 75 day notice as required by section (2) of this rule, the local public health authority shall provide notice as soon as possible before or after the execution of the contract or agreement.

(6) The 75 day notice required in section (2) of this rule does not to apply to a contract if the procurement activities began prior to January 1, 2018.

Statutory/Other Authority: ORS 431.149

Statutes/Other Implemented: ORS 431.413

History:

[PH 31-2017, adopt filed 12/22/2017, effective 01/01/2018](#)

[Please use this link to bookmark or link to this rule.](#)

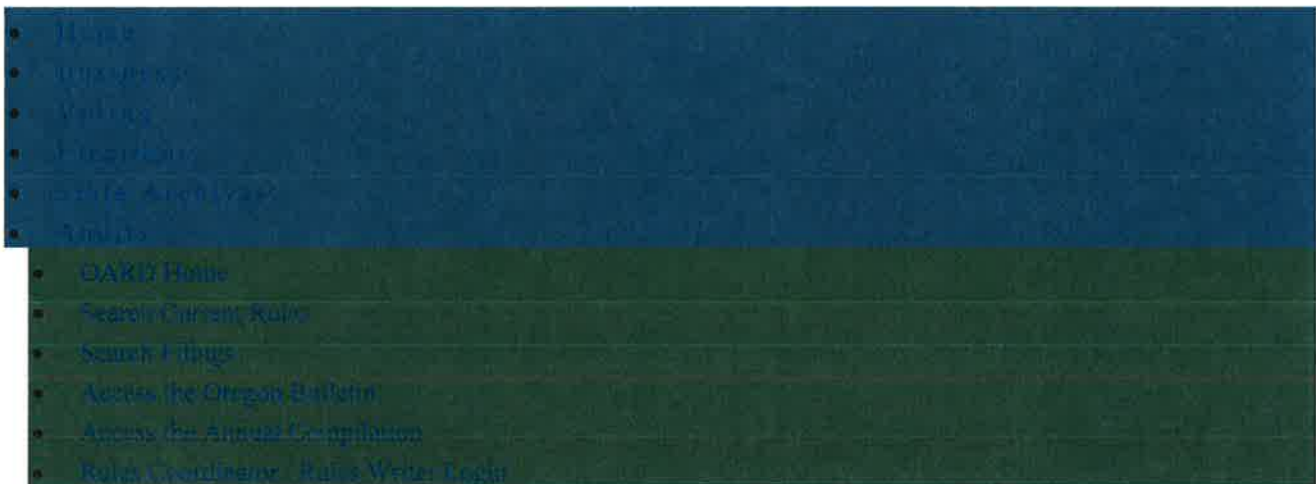
v1.7.2

- [System Requirements](#)
- [Privacy Policy](#)
- [Accessibility Policy](#)
- [Oregon Veterans](#)
- [Oregon.gov](#)

Oregon State Archives • 800 Summer Street NE • Salem, OR 97310

Phone: 503-373-0701 • Fax: 503-378-4118 • reference.archives@state.or.us

[Skip to main content.](#)



Oregon Health Authority

Public Health Division - Chapter 333

Division 14

STANDARDS FOR STATE AND LOCAL PUBLIC HEALTH AUTHORITIES

333-014-0580

Local Public Health Authority Governance

As provided in ORS 431.413(3) and ORS 190.110, a local public health authority may contract or enter into an agreement with an entity to perform public health services or activities but that entity may not perform any function, duty or power of the local public health authority related to governance. Functions, duties and powers related to governance include but are not limited to:

- (1) The exercise of any police power.
- (2) Any duty of the governing body of a local public health authority under ORS 431.415.
- (3) Enforcement of public health laws, including but not limited to taking an action on a license or permit as described in ORS 431.150.
- (4) Ensuring due process for persons with due process rights.
- (5) Issuing any order authorized under ORS 431A.010 or ORS chapter 433.
- (6) Imposing civil penalties.
- (7) Compelling the production of records during a disease outbreak investigation.
- (8) Petitioning the court for an isolation or quarantine order under ORS 433.121 to 433.142.
- (9) Taking any action authorized during a declared public health emergency under ORS 433.441.

Statutory/Other Authority: ORS 431.149

Statutes/Other Implemented: ORS 431.413

History:

PH 31-2017, adopt filed 12/22/2017, effective 01/01/2018

Copy

RECEIVED

DEC 15 2005

UMATILLA COUNTY RECORDS

INTERGOVERNMENTAL AGREEMENT
UMATILLA COUNTY and MORROW COUNTY
Environmental Health Program

REC'D
DEC 8 0 2005

WHEREAS, the State of Oregon, pursuant to ORS 624.510, delegated authority to Morrow County to administer and to enforce within Morrow County the powers, duties and functions of the State of Oregon Director of Human Services for an environmental health program established under ORS Chapter 624;

WHEREAS, Umatilla County also was delegated authority for administration and enforcement of an environmental health program within Umatilla County, and has established such program within Umatilla County;

WHEREAS a county may enter into any contracts the county deems necessary to accomplish the work required for an environmental health program;

WHEREAS ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

NOW THEREFORE, the Counties agree to the following regarding an environmental health program within Morrow County:

1. Umatilla County will provide for the administration and the enforcement of an environmental health program within Morrow County, under the terms and the conditions of this Intergovernmental Agreement.
2. As required by the Intergovernmental Agreement for the Public Health Foodborne Illness Program ("Agreement") between Morrow County and the State of Oregon:
 - A. Umatilla County shall comply with all applicable provisions of that certain Agreement.
 - B. Umatilla County shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
 - C. Umatilla County shall make available to the State or to any Client, any and all written materials in alternate formats in compliance with DHS's policies or administrative rules. For the purposes of the foregoing, "written materials" includes, without limitation, all work product and subcontracts related to the Agreement.
 - D. To the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), Umatilla County shall defend, save and hold harmless the State of Oregon, DHS, Agency, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Umatilla County, including but not limited to the

activities of Umatilla County or its officers, employees, subcontractors or agents under this IGA or the Agreement.

- E. Umatilla County shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
 - F. Umatilla County shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this IGA. The combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable.
 - G. All employers, including Umatilla County, that employ subject workers who work under the Agreement 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. Umatilla County shall ensure that each of its subcontractors complies with these requirements.
 - H. Umatilla County shall name the State of Oregon, DHS, Agency, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to Umatilla County's activities being performed under the Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Umatilla County shall forward a copy of the certificate(s) of insurance to Morrow County prior to commencement of the services under the Agreement. In addition, in the event of unilateral cancellation or restriction by Umatilla County's insurance company of any insurance coverage required herein, Umatilla County shall immediately notify the State of Oregon orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Umatilla County.
3. Morrow County delegates its authority under the Agreement, Oregon statutes and rules, and Morrow County Ordinances and regulations, to Umatilla County, for the administration and the enforcement of an environmental health program, including citation and prosecution of violations.
 4. Umatilla County will conduct the environmental health program within Morrow County as required and under the conditions set out in the Agreement with the State of Oregon, and provide the staff, materials and equipment necessary to perform the environmental health services.
 5. Morrow County will adopt the necessary rules and regulations for the administration and enforcement of an environmental health program, as required by the Agreement, and

also as requested by Umatilla County, including but not limited to, adoption of State Statutes and Administrative Rules, violation proceedings, contested case proceedings, public nuisance, delegation, and fees.

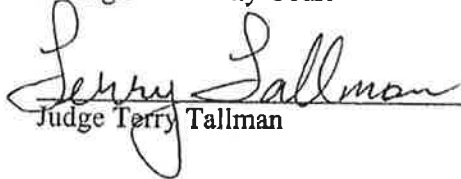
6. Morrow County agrees to pay to Umatilla County, on a monthly basis, the sum of \$1,100, within the first 10 days of each month, for the environmental health program.

7. Each party agrees to be responsible for its own employees, and shall to the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), defend, save and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the actions of its employees under this IGA.

8. This understanding may be terminated by either party at any time on 90 days written notice to the other party.

SIGNED AND AGREED TO BY:


MORROW COUNTY
through its County Court



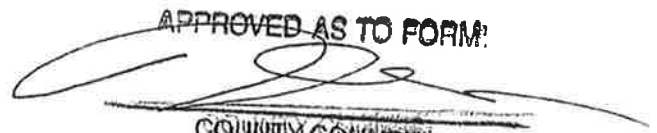
Judge Terry Tallman

~~ABSENT~~

John Wenzholz



Ray Grace




COUNTY COUNSEL

Date: 11/30/05

UMATILLA COUNTY
through its Board of Commissioners



Emile M. Holeman, Chair



Dennis D. Doherty, Commissioner



ARSET

William S. Hansell, Commissioner

Date: 12/14/2005



CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
OFFICE OF COUNTY RECORDS
UMATILLA COUNTY, OREGON

BY Jean Kempkin
Records Officer

DATED December 15, 2005

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
UMATILLA COUNTY and MORROW COUNTY
Environmental Health Program

WHEREAS Umatilla County and Morrow County entered into an Intergovernmental Agreement in 2005 for Umatilla County to provide administration and enforcement of an environmental health program within Morrow County ("Intergovernmental Agreement");

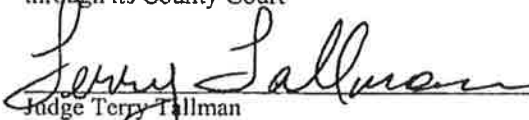
WHEREAS the parties agree to amend the Intergovernmental Agreement to increase the monthly payment for the environmental health program.

NOW THEREFORE, the Counties agree to the following regarding an environmental health program within Morrow County:

1. The date of this amendment is June 1, 2010.
2. Beginning July 1, 2010, Morrow County agrees to pay to Umatilla County, on a monthly basis, the sum of \$1,320, within the first 10 days of each month, for the environmental health program.
3. In all other respects the Intergovernmental Agreement shall remain in effect and is ratified and affirmed by the parties.

SIGNED AND AGREED TO BY:

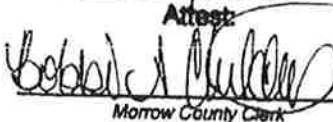
MORROW COUNTY
through its County Court


Judge Terry Tallman

Absent
Ken Grieb


Leann Rea

Date: 6/23/2010

Attest:

Morrow County Clerk



MORROW COUNTY, OREGON **CJ2010-0079**
Commissioners' Journal **07/29/2010 09:05:45 AM**



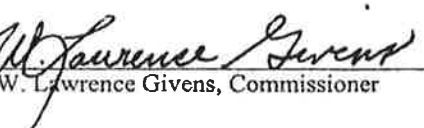
I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Bobbi Childers - County Clerk



UMATILLA COUNTY
through its Board of Commissioners


Dennis D. Doherty, Chair


William S. Hansell, Commissioner


W. Lawrence Givens, Commissioner

Date: July 23, 2010



DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 154659-0, hereinafter referred to as "Document."

I, Melissa Lindsay Commissioner/Chair
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Morrow County by email.

Contractor's name

On June 21, 2017
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Melissa Lindsay 6-21-17
Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Attest:

Bobbie S. Childers
Morrow County Clerk



and certificates, standards for enforcement by the LPHA and the monitoring to be performed by the OHA.

SECTION 2. PURPOSE

The purposes of this Agreement are:

- For OHA to delegate responsibility to LPHA for carrying out these programs:
 - The tourist facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1);
 - The pool facility program in ORS 448.005 to 448.090 pursuant to ORS 448.100(1); and
 - The restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- To establish the duties, standards and responsibilities of the LPHA in carrying out the delegated duties.
- To establish OHA's duties and responsibilities under this Agreement to enable the LPHA to meet the requirements of the delegation and to provide for OHA's review and monitoring of the county's performance.

SECTION 3. EFFECTIVE DATE

This Agreement shall become effective on the date this Agreement has been fully executed by each Party and, when required, approved by Department of Justice or on **July 1, 2017**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination or expiration shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any default by the other Party that has not been cured.

This Agreement supersedes and replaces any previous delegations of authority under ORS 446.425, 448.100, and 624.510.

SECTION 4. AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Name: Jere High
Title: Administrator, Center for Health Protection
Date: 5/10/17
Phone: (971) 673-0403
Email: Jere.high@state.or.us

4.2 COUNTY'S AUTHORIZED REPRESENTATIVE IS:

Name: Melinda Lindsay
Title: Commissioner Chair
Date: 6-21-17
Phone: 541-676-5613
Email: mlindsay@co.morrow.or.us

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

Attest:


Morrow County Clerk



23.2 LPHA Data and Certification.

a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

LPHA Name (exactly as filed with the IRS): MORROW COUNTY

Street address: 110 N. COURT ST. / P.O. Box 799

City, state, zip code: HEPPNER, OR 97836

Email address: ssmith@co.morrow.or.us

Telephone: (541) 676-5421 Facsimile: (541) 676-5652

Federal Employer Identification Number: 93-600-2308

Proof of Insurance:

Workers' Compensation Insurance Company: SAZF

Policy #: 12261 Expiration Date: 6/30/18

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

b. **Certification.** The LPHA acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. LPHA further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:

- (1) The information shown in this Section 23.2., LPHA Data and Certification, is LPHA's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) LPHA and LPHA's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (4) LPHA is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (5) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;

CERTIFICATE OF COVERAGE

Agent
 Wheatland Insurance-Heppner
 PO Box 755
 Heppner, OR 97836

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



citycounty insurance services

Named Member or Participant
 Morrow County
 PO Box 788
 Heppner, OR 97836

Companies Affording Coverage

COMPANY A - CIS
COMPANY B - National Union Fire Insurance Company of Pitts, PA
COMPANY C - RSUI Indemnity

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	17LMORC	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	17LMORC	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	None \$5,000,000
Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	17APDMOR C	7/1/2017	7/1/2018		
<input checked="" type="checkbox"/> Property	A	17PMORC	7/1/2017	7/1/2018		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	A	17BMORC	7/1/2017	7/1/2018		Per Filed Values
Excess Crime						
Excess Earthquake						
Excess Flood						
Excess Cyber Liability						
Workers' Compensation						

Description:

Certificate Holder:

CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By:

Date:

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

6. Signatures.

Morrow County Health Department

By:


Authorized Signature

Commissioner - Chair
Title

6-21-17
Date

Attest:
Bobbi Childers by
Theresa Crawford Deputy
Morrow County Clerk Clerk



State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Shannon Ofallon, Assistant Attorney General

Assistant Attorney General

Date

OHA Program Representative:

Authorized Signature

Title

Date

FTE Ask Executive Summary

A. Position Description & Dept. Part time dispatcher The Loop Morrow Co Transportation
(Attach Job Description)

Pay Scale and Pay Range Currently at a 3B

B. What is the TOTAL cost to Morrow County?

Wages & Benefits This position is totally funded by 5310 and STF grants for wages and benefits

Equipment, such as vehicles, computers, cell phones, desk, uniforms, etc.
Will need a computer, desk and phone. Hoping to use what is already in place

Total _____

C. FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)

1. FY 16/17 1
2. FY 15/16 1
3. FY 14/15 1

Personnel Services History for the last three (3) years.

(Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

1. FY 17/18 \$81,085.00
2. FY 16/17 \$70,445.30
3. FY 15/16 \$62,924.40

D. Where will the position be located physically? Is there space for them?

Current offices in the Bartholomew Building. Yes moving down the hall to accommodate this position.

E. What is the benefit to Morrow County? And the citizens of Morrow County?

This will allow me to get out and address items that need to be addressed to keep the program in compliance with State and Federal regulations. I will also be able to get out more to put up signs and do visits with organizations for advertising etc. This will help me to grow the program and make the people of Morrow County aware of Public Transportation. With the addition of HB 2017 I will have more projects that will be a benefit to Morrow County residents. Those additional projects will add more demands on my time. This position will help to alleviate a little of the demands on my time so I can address those new projects. This position comes to Morrow County at no additional cost.

The Loop Morrow County Transportation

Dispatcher Job Description

Job Title: The Loop Dispatcher
Responsible To: Transportation Coordinator
Location: Geographical area of Morrow County Transportation service.

General Responsibilities: Under general supervision, schedules and dispatches The Loop Morrow County Transportation program and demand responsive transportation services for Veteran's, elderly & disabled clients and general public customers in accordance with requests, available resources, and Morrow County Transportation Program Standard Operating Procedures (SOP). Position is dependent on funding.

Duties and Responsibilities

Essential Job Functions

- Promptly and professionally responds to passenger service requests from Veteran's, elderly, disabled customers, and others and schedules transportation service, in order to meet the needs of Morrow County Transportation passengers, and to assure timely, respectful services in accordance with State & County policies and Program SOP.
- Answers customer service telephone, provides general information and determines specific service needs; uses computerized system and/or manual system to make transit service reservations; enters customer information into database.
- Responds to customers' needs in a timely and professional manner; carefully communicating abilities and inabilities of the transit and paratransit system.
- Working under management guidance, makes routine choices within established procedures as well as solve problems through the use of data interpretation and analysis.
- Assists the Transportation Program Coordinator with preparation of driving assignments for transportation drivers; makes adjustment to trip schedules based on customer calls, alerts drivers to changes; researches addresses and verifies destination information.
- Trouble-shoots problems encountered while providing service and takes steps to remedy identified problems and coordinates with the Transportation Program Coordinator on problem resolution.
- Communicates with drivers using phones and/or computer to discuss and schedule customer service requests, road and weather conditions and scheduling problems; acts as a resource for the drivers via phone to discuss scheduling or safety issues during trips
- Prepare, maintain and distribute trip schedules, log sheets or other needed information to drivers and Transportation Program Coordinator.
- Maintains records and provides clerical support to Transportation Program Coordinator when requested.
- Performs other duties as assigned.

Requirements

- Experience in working with or attending to the special needs of elderly and/or disabled persons.
- Experience supervising and working with volunteers.
- Ability to exercise discretion regarding customer confidential matters.
- Knowledge or ability to learn and implement transit program procedures, regulations and requirements with respect to safety, operations and organization.
- Excellent communication skills using the telephone, computer and in person.
- Knowledge of the safe and efficient operations of transit vans and buses.
- Ability to understand and follow written and oral instructions
- Good organizational skills and ability to handle multiple tasks simultaneously.

- Knowledge of local and regional geographical area, road systems and the locations of landmarks or special venues or the ability to learn this information
- Ability to establish and maintain effective working relationships with volunteers, co-workers and the public.
- Attentive to cost-effectiveness of program resources.

Other Skills/Abilities

- Basic computers skills that include word, processing, spreadsheets and email.
- Telephone communication protocol.
- Ability to work flexible hours.
- Able to communicate with Spanish speaking clients.

Physical Demands

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Minimum Qualifications

Ability to learn specific skills required to dispatch operations. Knowledge of community services, organizations and of program rules and regulations. Accuracy in recordkeeping. Knowledge of state and federal funding. Ability to provide accurate reports. Capable of providing assistance as may be assigned to this position. Possess the ability to interact with individuals who may have difficulty communicating needs or understanding details. Time management and problem solving skills.

Signature of Employee

Date

Signature of Supervisor

Date

FTE Ask Executive Summary

A. Position Description & Dept. Planning Department Office Assistant
(Attach Job Description)

Pay Scale and Pay Range Office Assistant 6B currently – FY 18/19 6C

B. What is the TOTAL cost to Morrow County?

Wages & Benefits Full Time 6C (step increase due on 07202018) \$71,861.69 less the currently budgeted \$17,481 (plus limited benefits) as a part time employee.

Equipment, such as vehicles, computers, cell phones, desk, uniforms, etc.

As an increase from part time to full time these items and expenses have already been accounted for. No new costs are anticipated.

Total \$54,380.69 +/-

C. FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)

1. 2010-2014 3.0 FTE
2. 2015 3.5 FTE
3. 2016 4.0 (3.96) FTE

Personnel Services History for the last three (3) years.

(Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

1. FY 15/16 \$275,153
2. FY 16/17 \$316,453
3. FY 17/18 \$344,566 (Budget)

D. Where will the position be located physically? Is there space for them?

Planning Department in the Irrigon Annex. Yes as this is an increase to a currently funded position.

E. What is the benefit to Morrow County? And the citizens of Morrow County?

The primary purpose of this request is to fully engage the job duties as outlined in the job description. There are a number of tasks that are not being completed because the position in currently funded at half-time. An increase to full time would resolve that, allow for additional cross training, allow this position to accomplish behind the scenes work in support of both myself and the community outreach position, and relieve other staff of doing backfill work. A more detailed discussion of this can be found in the included FTE Ask Memorandum dated January 29, 2018, addressed to County Administrator Darrell Green.



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

MEMORANDUM

To: Darrell Green, County Administrator
From: Carla McLane, Planning Director
Date: January 29, 2018
RE: Planning Department Office Assistant
FTE Ask Flowchart

Please consider this request to increase to full time the Planning Department Office Assistant which is currently approved at part-time up to 19 hours. The additional cost for this request is less than \$50,000.00. The anticipated full cost for this position in next year's budget would be \$71,807.39.

This memorandum is organized using the "FTE Ask Flowchart" and is intended to address any concerns or questions related to this request.

Prepare a draft Job Description.

Submit draft Job Description to HR for review and to establish a wage.

HR returns final Job Description and wage.
Meet with HR to discuss concerns or questions.

Attached is the DRAFT Job Description for the position, amended for this request by removing a task that is no longer necessary and is not anticipated to be required. Based on the "FTE Ask Flowchart" this DRAFT Job Description has been reviewed by Karen Wolff, Human Resources Director, who does not recommend a change in the Pay Range for the position. No concerns or questions were raised during these steps of the "FTE Ask Flowchart," which I believe brings me to the final box of items to address.

Send final Job Description and wage info to County Administrator for review of the FTE Ask. Include a memo explaining the need for the FTE and the benefit to Morrow County. Include history of total FTE for your department and total Personnel Services costs for each of the last three (3) Fiscal Years.

When I started in the Planning Department in 2001 I was the new .5 FTE increasing the Departments total FTE to 2.5. Over the next couple of years the Department grew to 3.0 FTE and maintained that until 2014. In 2015 the Department embarked on a process to create a suite of job descriptions that created a progression for upward mobility and added GIS capabilities. This pushed total Department FTE to 3.5. In 2016 the Department was granted an additional up to .5 FTE from which the Community Outreach position was created. We have

held at 4 (3.96) FTE for about a year and a half to determine if we have the right mix of positions and if the number of FTE is adequate to address the level of work currently expected. This time has been used to be sure current staff are adequately trained and able to do the basic requirements of their job. Putting aside the recent resignation of the individual that held the Community Outreach position, it has become clear that the Department is still not adequately addressing a number of items, such as: back log of guidance and regulatory document maintenance, development of office policy and procedure, and conversion of our current paper filing system to an electronic version.

In reviewing the Office Assistant Job Description there are a number of items that are not being accomplished, not because the incumbent is not doing their job, but because they only work up to 19 hours per week. If this position were increased to full time these additional job duties would be completed by the Office Assistant; currently some of these tasks are being accomplished by other staff who would then be free to use their time to accomplish additional work. These job duties, taken from the Job Description, are:

- I. Coordinate the office function and procedures of the Planning Department.
 - C. Assist Planning staff in issuing permits administered by the Planning Department.
 - D. Maintain the electronic register of processed applications.
 1. At the time application files are set-up update the appropriate electronic register.
 2. Periodically print an updated electronic register to update the Master Log Book in the Planning Department.
 - E. Assist in the implementation and maintenance of a system of scheduled file review.
 - G. Maintain the Planning Department filing system and files.
 1. Maintain the current filing system which includes daily filing and purging as appropriate.
 3. Assist in filing projects, including changes to the filing system.
 4. Assist in electronic filing projects, including conversion of paper files to electronic files.
 - I. Maintain, in coordination with the Planning Director and other Planning staff, the Planning Department web site. This includes any community involvement platforms or other web based activity that the Planning Department utilizes.
- II. Provide administrative support to the Planning Commission.
 - A. Assist Planning Staff to prepare and distribute the monthly agenda.
 1. Assist Planning Staff with the distribution of the monthly agenda to the Planning Commission, affected agencies, applicants and other interested parties.
 - B. Assist Planning Staff to prepare, assemble and distribute information packets for the Planning Commission meetings.
 1. Prepare copies of the monthly Agenda, Minutes, Preliminary Findings of Fact and other identified documents for distribution to the Planning Commission, applicants and affected agencies.
 2. Assemble the above identified copies for each recipient.
 3. Distribute the above identified copies for each recipient.

These identified duties are currently being done by others and some are included as job tasks in the Community Outreach job description. Should this request be approved there will need to be continued work to refine job assignments within the Planning Department to assure there is not overlap while encouraging appropriate cross training and implementation of job duties. Should

this position be approved at full time the impact to the Planning Department could be profound. A number of the tasks outlined above are currently being accomplished by the Planner I and when transferred could open up between five and eight hours per week that could be spent on higher level planning tasks including working on maintenance and update to our guidance and regulatory documents. Where tasks overlap with the Community Outreach position there is an opportunity to both cross train and identify staff strengths when assigning job tasks. Increasing the Office Assistant position to full time has the ability to make the Community Outreach position more efficient as the full time Office Assistant could work to accomplish in office tasks behind the scene, allowing the Community Outreach position to accomplish activities in the community. It should also be noted that much of our activity is driven by growth and development at the Port of Morrow which saw continued development even during the recent recession. When coupled with the energy development happening throughout Morrow County the continued need for a responsive and efficient Planning Department will continue (see attached East Oregonian article concerning growth at the Port of Morrow).

This has been an informative exercise and I hope that the information provided is informative and helpful as we work through this budget process. Should you have any questions or comments, please do not hesitate to give me a call or drop me an email.

To fully comply with the "FTE Ask Flowchart" the following table outlines how Human Resources has accounted for Planning Department FTE for the past couple of years, rounding partial FTE:

2010 - 2014	2015	2016
3.0 FTE	3.5 FTE	4.0 FTE

This next table, provided by the Finance Department, provides the cost breakdown of Personnel Services showing this years budgeted costs and the actual costs for the past two years.

101-GENERAL FUND PLANNING DEPARTMENT		2015-2016	2016-2017	2017-2018
PERSONNEL SERVICES		ACTUAL	ACTUAL	BUDGET
101-115-5-10-1001	PLANNING DIRECTOR	79,409	83,389	85,562
101-115-5-10-1002	PLANNER I	48,379	51,355	53,337
101-115-5-10-1004	OFFICE ASSISTANT	13,500	15,384	16,196
101-115-5-10-1005	GIS PLANNING TECH.	35,293	46,031	47,312
101-115-5-10-1169	EXTRA HELP	2,839	0	0
101-115-5-10-1170	OFFICE MANAGER	0	8,226	15,693
101-115-5-10-1301	FICA	10,770	11,884	13,634
101-115-5-10-1302	WORKERS COMP	451	393	425
101-115-5-10-1303	PACIFIC MUTUAL	31,638	44,296	46,180
101-115-5-10-1305	AOC - MEDICAL	37,236	44,617	52,281
101-115-5-10-1306	DENTAL INSURANCE	3,027	3,451	3,831
101-115-5-10-1309	UNEMPLOYMENT INSURANCE	2,564	2,883	3,127
101-115-5-10-1316	PRINCIPAL FINANCIAL GR	177	192	186
101-115-5-10-1317	UNINTED HERITAGE LIFE	147	159	156
101-115-5-10-1320	VACATION ACCRUALS	7,205	1,415	3,457
101-115-5-10-1321	MANDATED MEDICARE	2,519	2,779	3,189
TOTAL PERSONNEL SERVICES		275,153	316,453	344,566

JOB DESCRIPTION

Date Prepared: January 2018

Position Title: Planning Office Assistant

Department: Planning Department

Supervisor: Planning Director

Position Overview: Under the direct supervision of the Planning Director, the Planning Office Specialist supports the Planning Department's office operation, provides support services for the Planning Commission, supports the Planning Director, and participates in special assignments.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command: 0

Reporting Positions:

Working Environment: The work is accomplished in the office of the Morrow County Planning Department in Irrigon.

Preferred Qualifications:

Education and Experience – Associate degree in office administration, public administration or related field; or four years of experience in an office environment, preferably with a government agency; or a combination of the above.

Minimum Qualifications:

1. Education and experience – High School Diploma and at least two years of experience in an office environment.
2. Equipment Used - Personal computer and peripherals, Printers, Copy Machine, digital recording device, adding machine, fax, postage meter and telephone.
3. Ability to acquire an overview of land use planning procedures, regulations and processes used in Morrow County.
4. The communication skills necessary to handle requests and questions in a competent, courteous, and professional manner.
5. The ability to learn the techniques and procedures necessary to use the department software including: WordPerfect, Word, Excel and the digital recording software. Knowledge of the Internet and how to use email also required.
6. Knowledge of office techniques and procedures and the ability to implement them.
7. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
8. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.
9. Be certified as a Notary Public or have the ability to obtain certification.

Essential Job Functions

Physical:

1. Ability to lift 40 pounds (box of paper).
2. Ability to sit for extended periods of time.
3. Ability to enter and retrieve data from County computers and software.
4. Ability to answer phones and transfer calls if appropriate.

Mental:

1. Ability to read, write and comprehend English.
2. Ability to perform basic math functions.
3. Ability to greet customers in the office and on the phone in a courteous and professional manner.
4. Ability to work with customers in occasionally stressful situations.
5. Regular and predictable attendance.

Job Duty Outline:

- I. Coordinate the office functions and procedures of the Planning Department.
 - A. Provide administrative support for the Planning Director.
 - B. Respond to informational inquiries from the public, agencies and organizations.
 - C. Assist planning staff in issuing permits administered by the Planning Department.
 - D. Maintain the electronic register of processed applications.
 1. At the time application files are set-up update the appropriate electronic register (Conditional Use Permit, Land Partition, Variance, etc.)
 2. Periodically print an updated electronic register to update the Master Log Book in the Planning Department.
 - E. Assist in the implementation and maintenance of a system of scheduled file review (hardship variances, home-based businesses, etc.).
 - F. Manage the Planning Department budgets (Planning Department, Heritage Trail Fund, Building Permit Fund and Water Fund).
 1. Set up budget tracking binders annually.
 2. Track grant funds and complete necessary grant paperwork.
 3. Receive and track revenue in appropriate budgets.
 4. Pay necessary invoices and charge to appropriate budgets.
 5. Assist the Planning Director to assure that the Planning Department operates within the allocated budget.
 - G. Maintain the Planning Department filing system and files.
 1. Maintain the current filing system which includes daily filing and purging as appropriate.
 2. File the original Affidavits of Publication in the appropriate yearly file.
 3. Assist in filing projects, including changes to the filing system.
 4. Assist in electronic filing projects, including conversion of paper files to electronic files.
 - H. Maintain various office functions, including but not limited to: office machines, office supplies, and mailing labels.

- I. Maintain, in cooperation with the Planning Director and other Planning staff, the Planning Department web site. This includes any community involvement platforms or other web based activity that the Planning Department utilizes.
 - J. Support and complete various daily office functions shared with other Planning staff, including answering phones, delivering or picking up the mail, and hanging or removing the Flag.
 - K. Support other departments as may be necessary, such as assisting with the paperwork for the North Transfer Station.
- II. Provide administrative support to the Planning Commission.
- A. Assist Planning Staff to prepare and distribute the monthly agenda.
 - 1. Assist Planning Staff with the distribution of the monthly agenda to the Planning Commission, affected agencies, applicants and other interested parties.
 - B. Assist Planning Staff to prepare, assemble and distribute information packets for the Planning Commission meetings.
 - 1. Prepare copies of the monthly Agenda, Minutes, Preliminary Findings of Fact and other identified documents for distribution to the Planning Commission, applicants and affected agencies.
 - 2. Assemble the above identified copies for each recipient.
 - 3. Distribute the above identified copies for each recipient.
 - C. Develop and maintain files necessary for the administration of the Planning Commission and assist the Planning Director in Planning Commission correspondence.
 - 1. Commissioner terms.
 - 2. Commissioner mileage.
 - 3. Planning Commission correspondence.
 - 4. Other information, as required.
- III. Department Organization
- A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

EAST OREGONIAN

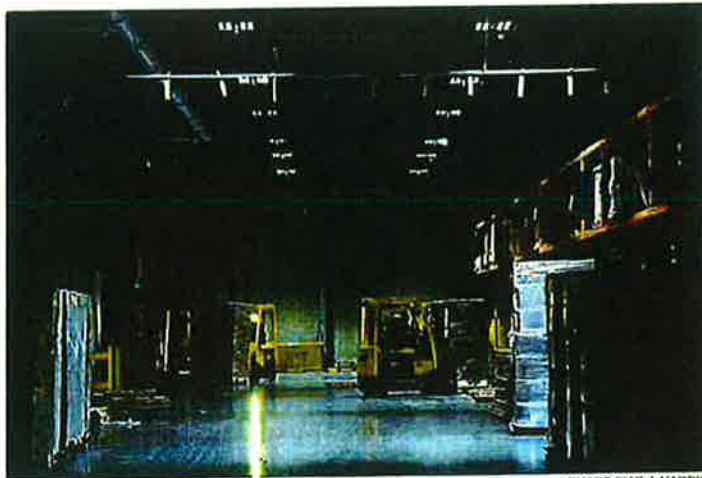
Building on growth, Port of Morrow looks ahead

Businesses churned out \$2.8 billion in 2017 as port builds out more infrastructure

By Jayall Ramakrishnan • East Oregonian

Published on January 30, 2018 12:01AM

Last changed on January 30, 2018 9:30PM



STAFF PHOTO BY E.J. HARRIS

Workers drive forklifts with pallets of frozen goods in the loading dock of the Port of Morrow's cold storage warehouse on Monday in Boardman.



Buy this photo

The second-largest port in Oregon is also a driver of rapid local economic development. Capping off several years of steady industrial growth, the Port of Morrow's 2017 economic impact analysis revealed that it had an output of \$2.77 billion last year — more than doubling the port's numbers from a decade ago. In 2006, port businesses generated roughly \$896 million, and in 2012, their output was \$1.8 billion.

And the port has room to grow. With more than 12,000 acres of land to its name, the port has 2,500 acres zoned for future industrial development, and about 600 that are "shovel-ready." Those parcels, which range from 10-acre to 100-acre plots, are actively being marketed to businesses, said Port of Morrow Workforce Training Coordinator Kallie Davis.

Port general manager Gary Neal said the port will continue developing infrastructure on vacant lands, as well as focus on attracting industries and businesses.

Neal said one key to the port's continued success has been a focus on infrastructure, even on lands that don't yet have tenants. According to Neal, the port is the largest owner of vacant industrial land in the state, but the port works to keep that land equipped with water, sewer and wastewater facilities.

"We have fairly aggressively invested on a regular basis, making capital investments for infrastructure," Neal said. "We plan, plan, plan — and then react based on what comes at us."

Neal said when he first came to the port nearly 30 years ago, the port had a lot of land, but limited infrastructure.

"I learned early on, we need to try to find funding opportunities to put infrastructure in, so when (companies) came by, it was ready to go. That's been our business model for many years."

The port has mainly relied on state funding and grants, but Neal said they keep their eyes open for other opportunities.

"We think we have the opportunity to go after some federal grants as well," said Neal, referring to the TIGER (Transportation Investment Generating Economic Recovery) grant.

In the past few years, Davis said, the port has received several state grants. They include five Connect Oregon grants, ranging from \$1.1 million to \$8 million, to fund everything from barge dock and rail improvements to building some new facilities. She said the port also received a \$1 million ODOT grant, used to fund road improvements for business expansions, as well as a public works grant and loan. The grant was for \$500,000, and the loan for \$2.2 million, with funds used to make improvements to fresh water and wastewater facilities in the East Beach industrial park.

Neal said one of the challenges the port has faced is the competitive field for recurring grants.

"Competition for these resources tends to be pretty aggressive," he said. "The port's been pretty successful, but we have a proven track record of getting results."

"We're planning for an additional industrial park," he said.

"I think in five to seven years, we'll have most of our property developed."

Neal said the exact location of the industrial park hasn't yet been decided, but it will likely be either the southwest corner of the Army Depot, or at the Patterson Ferry Interchange. The port has also broken ground on a 115-acre site for a new data center.

"It's planning," he said. "Putting investments in today for things you need five to 10 years out."

The port has several existing industries — among them food processing, warehousing and distribution, ethanol production, and data centers. Neal said the port will look for a variety of tenants as it grows. But he said there are a couple of consistent projects the port will work on.

One is a wastewater pipe that is transporting water from various industries at the port to Madison Farms, about 15 miles south of the port. That project, Neal said, cost about \$20 million and is almost finished.

"We supply water to all our industries," Neal said. We also take the processed water and do land application with the water."

They are also building a storage pond, which will be able to hold 350 million gallons of water, at the farm.

Neal said the port has done this with several farms over the years.

"Water rights are difficult to come by," he said. "When you're trying to find water to grow crops, you aren't going to get water rights out of the Columbia River. So additional water sources like this are good," he said.

Neal said the wastewater pipe addresses another issue all companies have.

"All have similar needs — how do I deal with my processed waste stream?" He said. "Whether it's cooling water or waste water. This is an additional piece of infrastructure we've been developing."

The port is also working to expand its rail services.

"We were awarded a \$6.5 million grant in the transportation budget passed last legislative session," he said. "We're adding another 24,000 feet of track."

He said while the barges and river transport systems serve many bulk producers, or the natural resource economies between the ports of Morrow and Portland, railways are useful because they provide a distribution center throughout the country.

"We always try to make sure we have good roads, good rails," he said. "A lot of time, our shippers are using two of those options, even three."

Neal also credited some of the port's growth to their use of enterprise zones.

"We've been able to increase the average family wage in Morrow County," he said. Neal said that due to port jobs, Morrow County now has one of the highest average household incomes in the state.

"If you negotiate a longer enterprise zone agreement, you have to pay a little higher average family wage," he said.

The port continues to look at challenges, Neal said.

"The regulatory process is not necessarily what's in writing, but people's interpretation," he said. "You submit a request for a permit and follow the directions, you should be able to get a permit. But that's not necessarily what happens — it's political."

He recalled some of the backlash the port received when the coal terminal was being discussed.

"Things are getting more political," he said. "Unfortunately, I think the dynamics are getting more complicated."

The port is also working with a population made up largely of commuters.

While the port and its tenants employ more than 8,000, directly or indirectly, Boardman's population growth has been slower, hovering in the 3,000s. While Neal said the proximity to Interstate 84 makes commuting the preferable option for some, the city and port are working on making Boardman more livable, trying to expand housing and other services.

"With the rec center and the Early Learning Center, there are a lot of things offered that weren't here before," Davis said, noting two facilities on port property.

Contact Jayall Ramakrishnan at 541-564-4534 or jramakrishnan@eastoregonian.com.

FTE Ask Executive Summary

A. Position Description & Dept. Staff Accountant - Finance
(Attach Job Description)

Pay Scale and Pay Range 13A – General employee

B. What is the TOTAL cost to Morrow County?

Wages & Benefits Salary: \$45,696; and benefits: \$39,237

Equipment, such as vehicles, computers, cell phones, desk, uniforms, etc.
Desk, computer, and calculator = \$2,500

Total \$87,433

C. FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)

1. FY 17/18, 3.0
2. FY 16/17, 3.0
3. FY 15/16, 3.0

Personnel Services History for the last three (3) years.

(Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

1. \$268,240
2. \$291,077
3. \$314,259

D. Where will the position be located physically? Is there space for them?

Within the current Finance Department

E. What is the benefit to Morrow County? And the citizens of Morrow County?

The benefit to the County is the Staff Accountant will assist the Finance Director in monitoring revenues and expenditures; providing accounting services and reporting of County's grants, contracts, and agreements insuring compliance; and assisting with establishing and maintaining sound internal controls procedures. The citizens will benefit from the additional support in safeguarding assets (operational), providing reliable information (reporting), and complying with all applicable constraints (compliance).

JOB DESCRIPTION

Date Prepared: February 2018

Position Title: Staff Accountant

Department: Finance

Supervisor: Finance Director

Position Overview: The Staff Accountant, under the limited supervision of the Finance Director, is responsible for researching, interpreting, and understanding government accounting and regulations, audit policies, and contract requirements.

Working Environment: The tasks and responsibilities are carried out in the Finance Department office in the Morrow County Bartholomew Building as well as occasionally at other county locations. Position has frequent deadline pressures and is responsible for financial analysis, general ledger reconciliations, and internal controls.

Qualifications:

1. Education – Associate's Degree in Accounting or related field. Bachelor's preferred.
2. Experience – One to two years in governmental accounting.
3. Equipment used - Computer, copier, 10-key, and multi-line phones.
4. Knowledge and skill to implement accepted public accounting principles and practices.
5. Skill and ability in learning and utilizing a variety of software programs.
6. Ability to learn, apply and develop procedures, systems and processes of the Morrow County Finance Department.
7. Skill in organizing work in order to meet deadlines.
8. Ability to exercise independent judgment.
9. Ability to read and understand financial statements of different types, including problem solving and analytical skills.
10. Ability to learn functions of all other County departments.
11. Ability to learn and apply a variety of codes, rules and regulations for required reports to different agencies.
12. Skill in effectively using oral and written communication in the performance of duties and responsibilities.
13. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Essential Job Functions:**Physical:**

1. Ability to lift up to 40 pound boxes of records.
2. Ability to keyboard frequently to constantly.
3. Ability to sit for extended periods of time.

Mental:

1. Able to handle stressful situations including frequent deadline pressures and frustrated employees.
2. Ability to perform math computations.
3. Ability to read and comprehend complex rules, regulations and technical manuals.
4. Ability to work independently with little or no supervision.
5. Ability to read, write and comprehend English in order to read rules and regulations and complete reports.
6. Regular and predictable attendance.

Job Duties:**I. General Ledger**

- 1) Prepares internal revenue & expenditure reports by gathering and analyzing information from the general ledger system and from departments.
- 2) Analyzes information and options by developing spreadsheet reports; verifying information.
- 3) Prepares general ledger entries by maintaining records and files; reconciling accounts.
- 4) Prepares and reviews payments by: reviewing weekly claims; assigning account numbers; requesting disbursements; and reconciling accounts.
- 5) Reconciles all fees, dues or funds of any description, or any account to which the county is entitled, and verifies they are deposited with the County Treasurer.
- 6) Answers accounting and financial questions by researching and interpreting data.
- 7) Assists Finance Director in establishing and maintaining sound internal control procedures.
- 8) Protects county's value by maintaining information confidentiality.
- 9) Updates job knowledge by participating in educational opportunities; reading professional publications, maintaining personal networks, and participating in professional organizations.

II. Grants & Contracts Activities

- 1) Examines accounting and reporting for all grants, contracts, and agreements.
- 2) Assists Department Directors, grant and project managers, and other staff in planning, applying, budgeting, implementation, compliance and reporting for contracts, grants, and other projects.

III. Budget Support Activities

- 1) Various year-end adjustment entries including: accruals, etc.
- 2) Assist with draft budget document; attend Budget Committee hearings.

IV. Audit Activities

- 1) Assist auditors by answering questions, locating documents, explaining transactions, referring to other departments.

V. Performs other duties as assigned that support the overall objective of the position.

VI. Department Organization

- A. Communicate with other department employees to effectively and efficiently coordinate work programs.
- B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.



P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Finance

Kate Knop
Finance Director
kknop@co.morrow.or.us

TO: Darrell Green, Public Administrator

FROM: Kate Knop, Finance Director

DATE: March 28, 2018

RE: Full-time Employee Request ("FTE Ask")

Please consider my request to include a new full-time Staff Accountant for the finance department team, effective for the fiscal year 2018-2019. The "FTE Ask" is for an estimated \$87,433. The additional accountant would provide assistance in general ledger maintenance, grants and contracts compliance, budgeting, and other activities as outlined in the attached job description.

The benefit to the County is the Staff Accountant will assist the Finance Director in monitoring revenues and expenditures; providing accounting services and reporting of County's grants, contracts, and agreements insuring compliance; and assist with establishing and maintaining sound internal controls procedures.

The citizens will benefit from the additional support in safeguarding assets (operational), providing reliable information (reporting), and complying with all applicable constraints (compliance).

While the finance department staff has not grown in more than 20 years, from a budget in 1998-1999 of \$5,600,842, to a current budget of \$37,302,654, the work load and governmental accounting standards have. For example, the County receives more than \$787,000 in Federal awards that require grant compliance including a clean "single audit". The addition of 1.0 FTE in Finance will assist with the reporting and compliance of the grants. There are also opportunities for fiscal support within some of the grants that are not currently being sought. The administrative fees range from 5-10% in both State and Federal Awards.

The current finance personnel budget structure includes 3.0 FTE, which will be reduced by 1.0 FTE, with the approved re-alignment of payroll duties to the human resources department. The approved "FTE Ask" would maintain the department size which is the standard for similar sized municipal organizations.

The finance department personnel budget for fiscal year 2017-2018, plus actual expenditures for the prior two fiscal years, reflect COLA and step increases only.

#102 - Finance Department		2015-2016	2016-2017	2017-2018
PERSONNEL SERVICE				
101-102-5-10-1001	FINANCE DIRECTOR	71,839	75,317	81,487
101-102-5-10-1002	FINANCE MGT. ASST.	59,133	62,227	64,380
101-102-5-10-1170	ACCOUNTING TECHNICIAN	30,766	33,212	34,097
101-102-5-10-1301	FICA	9,730	9,950	11,158
101-102-5-10-1302	WORKERS COMP	445	385	433
101-102-5-10-1303	PACIFIC MUTUAL	30,241	42,635	44,631
101-102-5-10-1305	AOC - MEDICAL	50,768	57,074	63,262
101-102-5-10-1306	DENTAL INSURANCE	3,697	4,775	4,960
101-102-5-10-1309	UNEMPLOYMENT INSURANCE	1,922	2,833	2,329
101-102-5-10-1316	PRINCIPAL FINANCIAL GR	172	187	186
101-102-5-10-1317	UNITED HERITAGE LIFE	142	155	156
101-102-5-10-1320	VACATION ACCRUALS (7,109)	3,169	4,571
101-102-5-10-1321	MANDATED MEDICARE	2,276	2,327	2,609
TOTAL				
PERSONNEL SERVICES		268,240	291,077	314,259

Please consider my "FTE Ask" with the estimated personnel cost of \$84,933, and materials & services of \$2,500, for a total of \$87,433.

13A FY 17-18	
YR.SALARY	\$45,696.00
HEALTH&DENTAL	\$23,590.56
FICA	\$2,833.15
RETIRE	\$11,332.61
UNEMP	\$589.50
DISAB.	\$62.00
LIFE	\$52.00
W.C.	\$59.40
MEDICARE	\$662.59
AIRLINK	\$55.00
Estimate	
TOTAL BENEFITS	\$39,236.81
HOURLY OVERHEAD	\$18.86
AVG HR COST	\$21.97
TOTAL COST W/BENEFITS HR.	\$40.83
YEARLY SAL. PLUS BENEFITS	\$84,932.81

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kate Knop". The signature is fluid and cursive, with the first name "Kate" and last name "Knop" clearly distinguishable.

Kate Knop
Finance Director

FTE Ask Executive Summary

A. Position Description & Dept. Morrow County District Attorney Detective/Investigator

Pay Scale and Pay Range: *Approximately \$100,500.00 (Salary, Benefits)*. I requested information from Finance Director Kate Knop regarding the current pay scales of the Morrow County Sheriff Office Detectives.

B. What is the TOTAL cost to Morrow County?

Wages & Benefits : *Approximately \$100,500.00 (Salary, Benefits)*

Equipment, such as vehicles, computers, cell phones, desk, uniforms, etc.

- Separate vehicle would not be needed at first. Can use shared DA office Jeep. Depending in usage may request another vehicle in the next budget, but would like to see if it is needed.
- Laptop, Cellphone.

Total: *Approximately \$105,000.00*

C. FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)

Deputy District Attorney- Richard Tovey- 1 FTE

Office Manager- Cindy Greenup- 1 FTE

Victim Assistance- Deona Siex- 1 FTE- partially paid by VOCA/CFA Grant

Debbie Peck- Child Support Enforcement- 1 FTE- partially paid by VOCA/CFA Grant

****NOTE: No changes since taking office in 2010****

Personnel Services History for the last three (3) years.

(Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

2014-2015- \$289,349

2015-2016- \$352,588

2016-2017- \$300,124

D. Where will the position be located physically? Is there space for them?

- Heppner- small office in DA Office. Richard will share office space with DA when he is in Heppner.
- Office space will change if/when new north end building is completed, if additional space is granted in the new building.

E. What is the benefit to Morrow County? And the citizens of Morrow County?

This was previously discussed during the public safety work session. Investigator for the DA Office will assist with a multitude of items:

- Follow-up interviews of witnesses and victims.
 - Often times a criminal case is investigated by a patrol deputy that works 4 days a week, and at odd hours (graveyard shift). A DA Office Investigator would be able to handle the follow-up interviews for cases during normal hours. This would allow Patrol Deputy to continue with normal calls and traffic patrol vs. spending his or her time will follow-up interviews.
- Locating missing witnesses and victims.
 - Many times we have reluctant witnesses or victims in cases and need to locate those individuals.
- Service of subpoenas if individual is not located by the Sheriff Office.
- Review of all incoming police reports to determine what additional evidence is needed prior to review of the case by the prosecutor.
- Review of jail phone calls for relevant information.
 - Currently this takes a significant amount of time by the prosecutor.
 - Many cases have been resolved by reviewing jail phone calls and using that evidence in our criminal trials.
- Provide security office employees- both in the office, but also out when meeting with witnesses and victims.

FTE Ask Executive Summary

- A. **Position Description & Dept. : Same name/title- just changing position from partial grant payment position to full-time FTE position.**

Pay Scale and Pay Range : Same

- B. **What is the TOTAL cost to Morrow County?**

Wages & Benefits: Additional approximate \$35,000-40,000.00

Equipment, such as vehicles, computers, cell phones, desk, uniforms, etc.
None

Total: Additional approximate \$35,000-40,000.00

- C. **FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)**

Deputy District Attorney- Richard Tovey- 1 FTE

Office Manager- Cindy Greenup- 1 FTE

Victim Assistance- Deona Siex- 1 FTE- partially paid by VOCA/CFA Grant

Debbie Peck- Child Support Enforcement- 1 FTE- partially paid by VOCA/CFA Grant

****NOTE: No changes since taking office in 2010****

Personnel Services History for the last three (3) years.

(Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

2014-2015- \$289,349

2015-2016- \$352,588

2016-2017- \$300,124

- D. **Where will the position be located physically? Is there space for them?**

Same office Space

- E. **What is the benefit to Morrow County? And the citizens of Morrow County?**

- i. **Increase actual victim services provided by the Victim Assistant vs. spending time grant writing, grant reporting, tracking of activities in support of grant:**

1. The workload of the Morrow County District Attorney Office has increased each year since I have become DA, with no increase in actual staffing of our office.
2. I believe there is sufficient work increase to request a new employee to handle half office and half victim assistant work, however, there is really no room in our offices to add an employee. Instead of asking for a new employee this year, it is my hope that by reducing some of the grant report/tracking work of our Victim Assistant we can manage the increase victim services that are required because of our increased criminal case load.

3. Currently the Victim Assistant spends a significant amount of time keeping track of all of her victim services since she is required to submit constant reports to the State for the grant funding. By changing the grant funds to specific projects, the same grant reporting requirements and tracking would not be required. We believe this will free up the Victim Assistant to actually perform victim services (meeting with victims, letters, phone calls, etc.) vs. grant reporting and tracking.

ii. Eliminate cash flow issues

1. There have also been serious issues with cash flow by having the victim assistant on a separate budget, and requiring her salary come from grant funding. Without some exceptions and work from the Morrow County Treasurer and Finance Director, our Victim Assistant would not have been paid since the grant funds had not been received.

iii. Removal of confusion regarding Victim Assistant Grant Revenue

1. The budget of the Victim Assistant currently lists amounts as revenue that cannot be considered general "revenue".
2. All of the revenue received from the grants is required to be spent for specific purposes listed in the grant.
 - a. As an example: Item 220-111-3-30-3616 states that \$27,587.00 is budgeted as revenue. None of this "revenue" can be used for salary or benefits of the victim assistant. This item is actually only a "Reimbursement" item if the DA offices purchases specific items approved by our grant. This includes part of the cost of the victim assistant vehicle and specific office supplies.

iv. Provide additional victim services

1. By focusing any new grants on specific projects vs. salary of our victim assistant, we can work with our local community partners



MORROW COUNTY DISTRICT ATTORNEY

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

Justin Nelson: District Attorney
Richard Tovey: Deputy District Attorney
Cynthia M. Greenup: Office Manager
Deona Siex: Victim Assistance Director
Debbie Peck: Support Enforcement

Morrow County District Attorney Position Requests

1. Morrow County Victim Assistant- Full-Time Funded Position

a. Proposal Title: Victim Assistant and District Attorney Office Budget Consolidation

b. Total Cost:

i. *Approximately \$35,000-40,000.00.* Currently the Victim Assistant budget has an approved \$48,000 general fund transfer that covers the victim assistant expenses that are not covered by any grants. This request is to have the remainder of the victim assistant salary/benefits to also be covered by general fund dollars.

c. Proposal Description and Justification:

i. **Justification #1: Increase actual victim services provided by the Victim Assistant vs. spending time grant writing, grant reporting, tracking of activities in support of grant:**

1. The workload of the Morrow County District Attorney Office has increased each year since I have become DA, with no increase in actual staffing of our office.
2. I believe there is sufficient work increase to request a new employee to handle half office and half victim assistant work, however, there is really no room in our offices to add an employee. Instead of asking for a new employee this year, it is my hope that by reducing some of the grant report/tracking work of our Victim Assistant we can manage the increase victim services that are required because of our increased criminal case load.
3. Currently the Victim Assistant spends a significant amount of time keeping track of all of her victim services since she is required to submit constant reports to the State for the grant funding. By changing the grant funds to specific projects, the same grant reporting requirements and tracking would not be required. We believe this will free up the Victim Assistant to actually perform victim services (meeting with victims, letters, phone calls, etc.) vs. grant reporting and tracking.

ii. **Justification #2: Eliminate cash flow issues**

1. There have also been serious issues with cash flow by having the victim assistant on a separate budget, and requiring her salary come from grant funding. Without some exceptions and work from the Morrow County Treasurer and Finance Director, our Victim Assistant would not have been paid since the grant funds had not been received.

iii. Justification #3: Removal of confusion regarding Victim Assistant Grant Revenue

1. The budget of the Victim Assistant currently lists amounts as revenue that cannot be considered general "revenue".
2. All of the revenue received from the grants is required to be spent for specific purposes listed in the grant.
 - a. As an example: Item 220-111-3-30-3616 states that \$27,587.00 is budgeted as revenue. None of this "revenue" can be used for salary or benefits of the victim assistant. This item is actually only a "Reimbursement" item if the DA offices purchases specific items approved by our grant. This includes part of the cost of the victim assistant vehicle and specific office supplies.

iv. Justification #4: Provide additional victim services

1. By focusing any new grants on specific projects vs. salary of our victim assistant, we can work with our local community partners

2. Morrow County District Attorney Detective/Investigator- Full-Time Funded Position

a. Total Cost:

- i. *Approximately \$100,500.00 (Salary, Benefits).* I requested information from Finance Director Kate Knop regarding the current pay scales of the Morrow County Sheriff Office Detectives. This is the pay scale for a non-management (Sgt.) detective. Exhibit 1.

- b. Proposal Description and Justification: During the January 24, 2018 Morrow County Board of Commissioners Public Safety Work Session, I expressed the need for a investigator in the office. With increased cases being filed with the office, and additional digital evidence we are reviewing, an investigator would be a great benefit for the office.

c. Job Duties:

- i. See attached job description. Exhibit 2.

A6 17-18 FY

YR.SALARY	\$61,188.00
HEALTH&DENTAL FAMILY	\$15,508.80
FICA	\$3,793.66
RETIRE	\$15,174.62
UNEMP	\$589.50
DISAB.	\$62.40
LIFE	\$61.32
W.C. 7720	\$1,670.59
MEDICARE	\$887.23
HRA VEBA	\$1,500.00
LIFE FLIGHT	\$50.00
TOTAL	\$39,298.12
OVERHEAD	\$18.89
AVG HR COST	\$29.42
AVG OT COST	\$44.13
TOTAL COST PER HR	\$48.31
TOTAL COST W/OT	\$63.02
YEARLY SAL. PLUS BENEFITS	\$100,486.12

01/18/2018

DETECTIVE/INVESTIGATOR

MORROW COUNTY DISTRICT ATTORNEY OFFICE

GENERAL POSITION SUMMARY:

Conducts law enforcement criminal investigations and follow-ups at the direction of District Attorney, Deputy District Attorney, Victim Assistant, and Office Manager; prepares cases for criminal court prosecution.

ESSENTIAL FUNCTIONS/MAJOR RESPONSIBILITIES:

- a) Conducts investigations and prepares necessary police reports for the prosecution of suspects.
- b) On-Call to assist crime scene review with District Attorney or Deputy District Attorney.
- c) Assists prosecuting attorneys in preparing cases for criminal prosecution in the appropriate courts. Prepares affidavits for Search Warrants and criminal forfeiture.
- d) Recovers stolen and found property in accordance with state law. Makes reasonable efforts to return property to the rightful owners.
- e) Establishes necessary contacts with other police agencies for exchange of information regarding vice, narcotics and criminal activities.
- f) Conducts extensive interviews/interrogations of complainants, witnesses, victims and suspects to obtain information, confessions, etc.
- g) Investigates sensitive, confidential cases assigned by the District Attorney.
- h) Prepares cases for trial after charges have been filed; assists Deputy District Attorneys, public officials and law enforcement officers in determining steps necessary in the preparation and presentation of cases.
- i) Assists in determining need for further investigation, plan of inquiry; outlines proposed scope, timing and direction of investigation.
- j) May make arrests and transport offenders to jail; serve subpoenas and warrants of arrest; book prisoners.
- k) May provide security for the District Attorney's Office and Courthouse courtrooms.
- l) Examines, evaluates and analyzes records, statements, affidavits and other information having a bearing on cases, obtains evidence and conducts fact finding according to the rules of evidence through such methods as interviews of witnesses and suspects, observation, interrogation and collection of physical evidence to establish facts that prove or disprove allegation.
- m) Prepares documents requesting the issuance of search warrants; locates missing witnesses or suspects, serves subpoenas to difficult, hostile and/or uncooperative witnesses.
- n) Coordinates examination of witnesses and suspects with specialized professional people in such areas as fingerprints, polygraph examiners, ballistics, metal striation, psychiatrists and physicians.
- o) Testifies in court and before grand juries when necessary.
- p) May arrange for transportation and/or lodging for witnesses; transport witnesses to and from court.

NON-ESSENTIAL FUNCTIONS:

May serve on detached assignment as an investigator for other law enforcement agencies. May operate in an undercover capacity as may be required in certain incidents. May be required to conduct special internal investigations of county and other governmental agency employees. Performs other duties as assigned. This document in no way implies that these are the only duties to be performed by the employee occupying this position.

JOB SCOPE:

Position encounters a wide diversity of work situations which involve a high level of complexity. Complexity is due to the urgency, high risk, life threatening situations and sensitive, emotional human relations encountered in this position. Performs work with little direction given. Work is assigned and checked for proper performance results by the District Attorney. Position receives advice and guidance on difficult or unusual problems. Position may require the Detective to spend protracted periods of time in investigations outside the County's geographical boundaries, and in special cases, outside the State.

INTERPERSONAL CONTACTS:

Contacts are normally made with both Morrow County employees and others. The majority of the contacts are face-to-face and frequently contain confidential/sensitive information. Contacts are normally made on own initiative. External contacts include the general public, courts, other enforcement agencies, District Attorney and office.

SPECIFIC JOB SKILLS:

Extensive knowledge of the laws, rules and regulations pertaining to the District Attorney's office and modern police methods and procedures are required. A working knowledge of county geography, skill in the use of cameras, equipment and radio transmitters is necessary. Must have the ability to understand and carry out oral and written instructions and prepare clear and comprehensive written reports; ability to communicate clearly and concisely with suspects and complaints orally; ability to interview young children and victims of abuse. The ability to deal firmly and tactfully with other agencies, county officials and the general public. Physical capability to interact with others and perform crime prevention and investigation techniques. Physical mobility to operate a motor vehicle, cameras, equipment and radio transmitters and firearms.

EDUCATION/EXPERIENCE/LICENSES/CERTIFICATES REQUIRED:

Three years of law enforcement experience as a uniformed peace officer, graduation from a high school, or any satisfactory equivalent combination of experience and training which clearly demonstrates the ability to perform the above described duties is required. Required to maintain a high degree of knowledge in new innovative law enforcement techniques through continuing education. Required to train in the area of child sexual abuse. Valid Oregon vehicle operator's license with good driving record. DPSST Certified.

PHYSICAL DEMANDS:

The physical demands are typical of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PERFORMANCE FACTORS NOT PREVIOUSLY IDENTIFIED IN THIS DOCUMENT:

- a) Attendance and Dependability: The employee can be depended on to report to work at the scheduled time and is seldom absent from work. Employee can be depended upon to complete work in a timely, accurate, and thorough manner and is conscientious about assignments.
- b) Communication and Contact: The employee communicates effectively both verbally and in writing with supervisors, colleagues, and individuals inside and outside the County.
- c) Relationships with Others: The employee works effectively and relates well with others including supervisors, colleagues, and individuals inside and outside the County. The employee exhibits a professional manner in dealing with others and works to maintain constructive working relationships.

FTE Ask Executive Summary

Sheriff's Office - Pending



File Code: 6220
Date: March 19, 2018

Morrow County Commissioners
Melissa Lindsay, Chair
P.O. Box 788
Heppner, OR 97836

Greetings,

I am writing to you to introduce myself and inform you of some recent leadership changes that have occurred on the Umatilla National Forest.

I arrived on the Umatilla National Forest on March 6, 2018, and I am filling in as Acting Forest Supervisor behind Genevieve Masters, who accepted a new position with the Prescott National Forest in Prescott, Arizona. Prior to my arrival, Jeff Tomac, District Ranger on the Whitman Ranger District of the Wallowa-Whitman National Forest, filled in behind Genevieve for 120 days. Jeff has now returned to the Wallowa-Whitman National Forest and I will be serving as Acting Forest Supervisor until the Forest Supervisor position is hired permanently. We anticipate that the position will be filled within the next two months. For those of you that may not know me, I come to the Umatilla National Forest from the Ochoco National Forest where I serve as the District Ranger on the Look Out Mountain Ranger District and Crooked River National Grassland. I am honored to be asked to serve as the Acting Umatilla Forest Supervisor and I look forward to getting to know the local communities in this area.

Additionally, the Umatilla National Forest has had some changes in acting district rangers as we work toward filling the two vacant district ranger positions in Heppner and Ukiah. Heppner District Ranger Ann Niesen accepted a new job this winter as the Laurentian District Ranger on the Superior National Forest in Minnesota. North Fork John Day District Ranger Ian Reid accepted a new job this winter as the Sisters District Ranger on the Deschutes National Forest. We have acting rangers in these two positions to assist us during this transition until the permanent rangers arrive. Below you will find the acting district rangers for those units and their contact information.

Heppner Ranger District- Jennifer Croft (from the Washington Office): 541-676-2110 or jcroft@fs.fed.us.

North Fork John Day District- James Brammer (from the Beaverhead-Deerlodge National Forest): 541-427-5316 or jbrammer@fs.fed.us.



We value our working relationship and look forward to continuing our work together as we transition and fill these crucial line officer positions. If you have any questions or concerns, or if you would like to schedule some time to meet, please do not hesitate to contact me at 541-278-3752 or at sturner@fs.fed.us.

Sincerely,



SLATER R. TURNER
Acting Forest Supervisor



File Code: 6220
Date: March 19, 2018

Morrow County Commissioners
Melissa Lindsay, Chair
P.O. Box 788
Heppner, OR 97836

Greetings,

I am writing to you to introduce myself and inform you of some recent leadership changes that have occurred on the Umatilla National Forest.

I arrived on the Umatilla National Forest on March 6, 2018, and I am filling in as Acting Forest Supervisor behind Genevieve Masters, who accepted a new position with the Prescott National Forest in Prescott, Arizona. Prior to my arrival, Jeff Tomac, District Ranger on the Whitman Ranger District of the Wallowa-Whitman National Forest, filled in behind Genevieve for 120 days. Jeff has now returned to the Wallowa-Whitman National Forest and I will be serving as Acting Forest Supervisor until the Forest Supervisor position is hired permanently. We anticipate that the position will be filled within the next two months. For those of you that may not know me, I come to the Umatilla National Forest from the Ochoco National Forest where I serve as the District Ranger on the Look Out Mountain Ranger District and Crooked River National Grassland. I am honored to be asked to serve as the Acting Umatilla Forest Supervisor and I look forward to getting to know the local communities in this area.

Additionally, the Umatilla National Forest has had some changes in acting district rangers as we work toward filling the two vacant district ranger positions in Heppner and Ukiah. Heppner District Ranger Ann Niesen accepted a new job this winter as the Laurentian District Ranger on the Superior National Forest in Minnesota. North Fork John Day District Ranger Ian Reid accepted a new job this winter as the Sisters District Ranger on the Deschutes National Forest. We have acting rangers in these two positions to assist us during this transition until the permanent rangers arrive. Below you will find the acting district rangers for those units and their contact information.

Heppner Ranger District- Jennifer Croft (from the Washington Office): 541-676-2110 or jcroft@fs.fed.us.

North Fork John Day District- James Brammer (from the Beaverhead-Deerlodge National Forest): 541-427-5316 or jbrammer@fs.fed.us.



We value our working relationship and look forward to continuing our work together as we transition and fill these crucial line officer positions. If you have any questions or concerns, or if you would like to schedule some time to meet, please do not hesitate to contact me at 541-278-3752 or at sturner@fs.fed.us.

Sincerely,



SLATER R. TURNER
Acting Forest Supervisor

ROAD REPORT MARCH 2018

IONE-BOARDMAN: Our road crew is continuing construction work keeping on schedule for paving this coming summer on lone-Boardman. Current work consists of widening the road surface, adding aggregate and compaction. Installing culvert pipe for drainage is complete. Constructing field approaches in desired locations by landowners is complete other than the west most approach at Ella for Eddie Reitman. This will be accomplished after resolution of the intersection realignment of lone-Boardman and Ella. All other intersection realignments are complete on lone-Boardman

CRUM INTERSECTION: The intersection realignment of Crum and lone-Boardman proved to be a more extensive alignment than the others. The crew recovered the east approach back to farmable land, although currently the land is in CRP. The new intersection base was filled to the appropriate elevation then Rock was added to grade. Culvert pipes were installed and ditches were aligned to handle drainage. The west approach was left at Monte Crum's request for his personal use. Mr. Crum worked with the county in any way needed to solve drainage issues and cleanup this intersection that was in need of repairs.

LLOYD ROAD: Repairs were made to Lloyd road as a follow up to last winter's thaw damage. The drainage runs parallel to the road and threatens its integrity in a major thaw or major rain storm. There are plans in place to move the road in the future.

SNOW REMOVAL: The crew finished up snow removal in the first two days of March. We are hopeful that the weather cooperates warranting no further need for snow removal this season. We are prepared however in the event a spring snow storm moves through.

SPRING BLADING: The crew has begun spring blading in designated routes. We have two or three motor grader operators out every day reshaping gravel roads.

SAND MATERIAL REMOVAL: Two crew members have begun removing sanding material off of paved roadways. The two person team is currently working the north end of the county and will make their way south as the chance of snowfall decreases.

SHOP REPAIR: Diagnosis and repairs have been made to the sanitation system for the County Maintenance Shop in Lexington. The discharge port of the septic tank became plugged to a point that would not allow drainage. Tank and leach lines were located. A decision was made to replace the tank because of the deteriorating condition of the original tank and the inability to access or repair the current tank.

PUBLIC WORKS OFFICE: The office expansion for the Public Works Office is complete. Work was accomplished on schedule and below budget.

PERMITS: I neglected to report on county right of way permits applied for and filed with the road department for January and February. Following is the list for January, February, and March. All applications were reviewed and approved.

223/223a	908	Eighth Road West	Ben Alan Svatonsky	Approach	
224/224a	H - Pub. Ac.	Horizon Lane	Michael George	Approach	
OMR	693	Rhea Creek Road	Columbia Basin Electric Co-Op	Utility	OH Guy Wire
OMS	693	Rhea Creek Road	Columbia Basin Electric Co-Op	Utility	3 poles/anchors
225/225a	656	Paul Smith Road	Gabriel Hansen & Laci Bristow	Approach	
OMT	598	Kunze Lane	Umatilla Electric Co-Op	Utility	OH Elec. Line
OMU	729	County Line Road	Umatilla Electric Co-Op	Utility	Elec. Distribution line
226/226a	905	Poleline Road	Farmland Reserves, LLC	Approach	
227/227a	G - Pub. Ac.	Garrison Lane	Yvonne Torres Echevarria	Approach	
OMV	905	Poleline Road	Umatilla Electric Co-Op	Utility	OH Elec. Line