

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 20, 2018 at 9:00 a.m.

Port of Morrow Riverfront Center, Wells Springs Room

2 Marine Drive, Boardman, Oregon

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Claims: Accounts Payable dated June 21st; Five Payroll Payables: Monthlies dated June 1st in the amount of \$179,581.62; Immediates & Electronic dated June 6th in the amount of \$155,555.53; Employee Final dated May 23rd in the amount of \$1,671.15; Employee Final dated June 15th in the amount of \$1,928.05; HRA VEBA dated June 6th in the amount of \$2,750;
 - b. Minutes: April 25th Executive Session #1 and Executive Session #2
 - c. Transfer Property through ~~Bargain & Sale~~ Quitclaim Deed
 - d. Order No. OR-2018-7: An Order to Remove Dedication of a County Road
 - e. Barnett & Moro, P.C. – Audit Engagement Letter
 - f. Oregon Health Authority Agreement #153133, Amendment #3
 - g. Budget Adoption Resolution R-2018-14 for Fiscal Year 2018-2019
 - h. Renewal of contract with Helion Software, Inc., sole source procurement
5. **Business Items**
 - a. Update on Mental Health Contract Amendments (Kimberly Lindsay, Executive Director, Community Counseling Solutions)
 - b. Discussion - Pay Range for Human Resources Manager Position (Darrell Green, Administrator)
 - c. Discussion – Eastern Oregon Counties Association Dues
 - d. District Attorney Boardman Office Vehicle Replacement (Justin Nelson, District Attorney)
6. **Correspondence**
7. **Commissioner Reports**
8. **Sign documents**
9. **Adjournment**

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

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

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

BACKGROUND: It is recommended that the Board take action to transfer the subject property to the Port of Morrow, basically reversing the outcome of the Bargain and Sale Deed transfer recorded as M-26022. The second step is to reverse the road dedication that was memorialized by Order and recorded as M-26023.

Attached for your consideration is the Quitclaim Deed with Exhibit A granting the subject property to the Port of Morrow, essentially reversing M-26022. Ron McKinnis, Port of Morrow Engineer, has been working with the Tatone heirs and has their commitment to follow this action with a Bargain and Sale Deed transferring any legal rights also to the Port of Morrow. The second attachment is Order OR-2018-7 which reverses M-26023.

2. FISCAL IMPACT:

There is no direct fiscal impact based on this action.

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

As a consent agenda item there is not a suggested motion. However if it is pulled from the consent agenda the following would be necessary:

I move to approve the Quitclaim Deed, with Exhibit A, transferring property to the Port of Morrow. All costs associated with this action are the responsibility of the Port of Morrow.

I move to approve Order OR-2018-7 reversing the dedication of the unnamed road that was completed as an Order recorded as M-26023 in December 1985.

Attach additional background documentation as needed.

QUITCLAIM DEED

Grantor's Name:
Morrow County, a political subdivision of the
State of Oregon

Grantees Name: Port of Morrow, an Oregon
Port District

After recording return to:
Monahan, Grove & Tucker
105 North Main
Milton-Freewater, OR 97862

Until a change is requested, all tax statements
shall be sent to the following address:

Port of Morrow
P.O. Box 200
Boardman, Oregon 97818 - 0200

MORROW COUNTY, political subdivision of the State of Oregon, (Grantor), hereby releases and quitclaim to Port of Morrow, an Oregon Port District (Grantee) with a mailing address at P.O. Box 200, Boardman, Oregon, all right, title and interest in that real property situated in Morrow County, State of Oregon, described as:

See attached Exhibit "A", expressly incorporated herein by reference, and consisting of a legal description and map.

SUBJECT TO, BUT NOT LIMITED TO, THE FOLLOWING EXCEPTIONS KNOWN TO THE GRANTOR:

1. Any potential interest held by heirs, assigns, or transferees of Joseph M. Tatone and Alice M. Tatone, as specified in the December 18, 1985 Statutory Bargain and Sale Deed M-26022 (Exhibit B).

Grantor makes no warranty as to whether or not said property is free from encumbrances.

True consideration for this conveyance is other value acknowledged and received.

THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND

REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED THIS _____ DAY OF _____, 2018.

GRANTOR MORROW COUNTY:

Don Russell, Chair

APPROVED AS TO FORM:

Justin W. Nelson, County Counsel
OSB #074460

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS CONVEYANCE:

Port of Morrow, and Oregon Port District,
Grantee

By: _____
Gary D. Neal, General Manager

Dated: _____

EXHIBIT "A" p.1

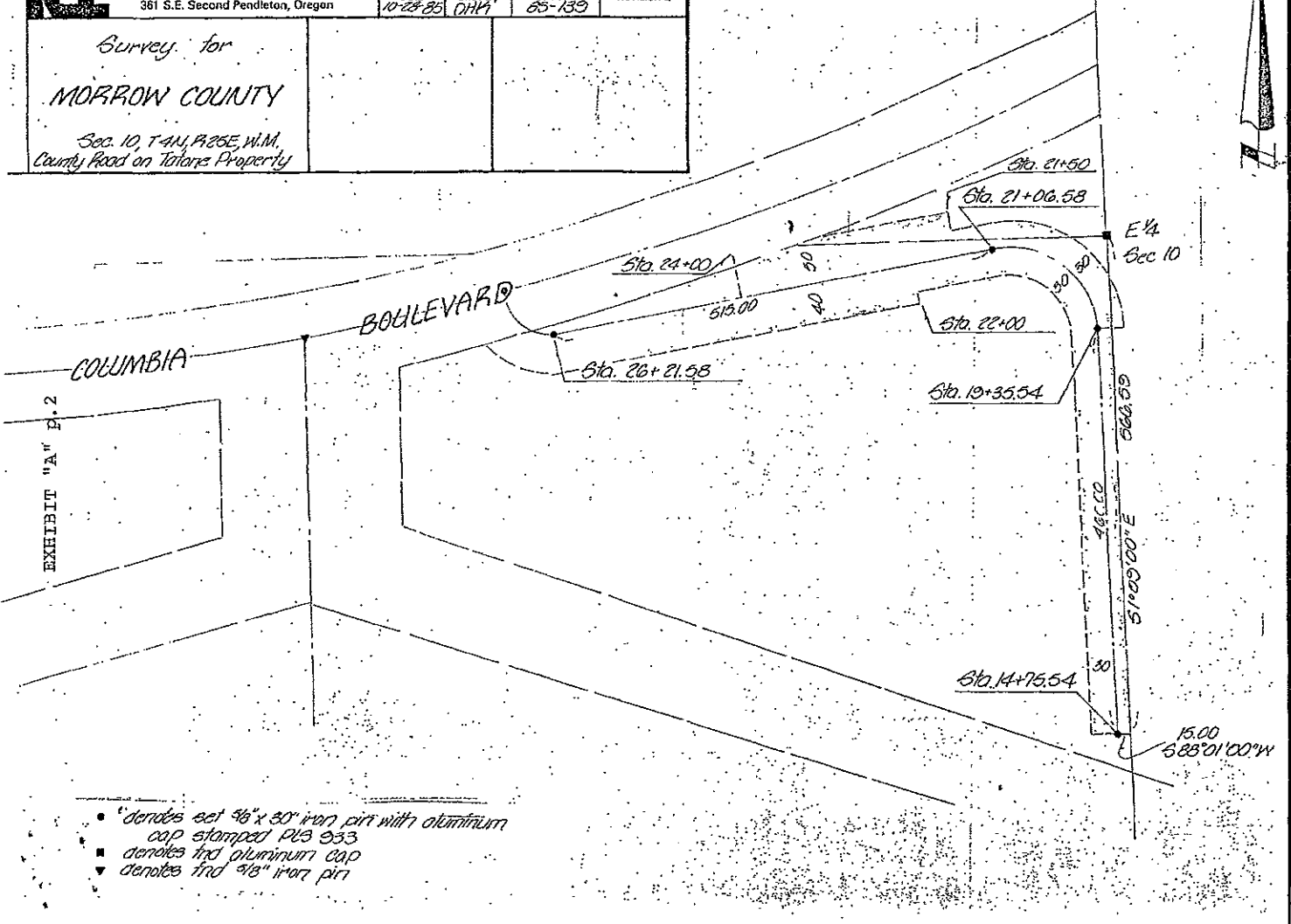
A strip of land, variable in width, in Section 10, Township 4 North, Range 25 East, W.M., County of Morrow, State of Oregon and being more particularly described as follows:

Commencing at the East quarter corner of said section 10; thence South 1°09'00" East along the East line of said Section 10 a distance of 566.59 feet; thence South 88°01'00" West 15.00 feet to Station 14+75.54 feet and the true point of beginning for this description; Thence North 1°09'00" West 460.00 feet to Station 19+35.54 and point of curvature; thence along the arc of a 100.00 foot radius curve to the left (through a central angle of 98°00'00") a distance of 171.04 feet to Station 21+06.58 and point of tangency; thence South 80°01'00" West 515.00 feet to Station 26+21.58 and point of curvature; thence along the arc of a 50.00 foot radius curve to the right (through a central angle of 78°03'00") a distance of 68.11 feet to Station 26+89.69 and point of tangency; thence North 21°56'00" West to the centerline of Columbia Boulevard.

The widths in feet of the strip of land above referred to are as follows:

<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON LEFT SIDE OF CENTER LINE</u>
14+75.54		22+00.00	30.00
22+00.00		Columbia Blvd.	45.00
			<u>WIDTH ON RIGHT SIDE OF CENTER LINE</u>
14+75.54		19+35.54	15.00
19+35.54		21+50.00	30.00
21+50.00		24+00.00	50.00
24+00.00		Projected N. 1°09'00" West to Columbia Blvd.	

K R E	KRUMBEIN ENGINEERING LTD. ENGINEERS - SURVEYORS - PLANNERS 381 S.E. Second Pendleton, Oregon	Scale 1"=100'	Dwn. By MLO	Dwg. No. 85-57C	Revision 1
		Date 10-28-85	Ckd. By DHT	Job No. 85-139	Revision 2
Survey for MORROW COUNTY Sec. 10, T4N, R25E, W1M, County Road on Tolans Property					



- denotes set 3/8" x 30" iron pin with aluminum cap stamped PLS 933
- denotes find aluminum cap
- ▼ denotes find iron pin

STATUTORY BARGAIN AND SALE DEED

JOSEPH M. TATONE and ALICE M. TATONE, husband and wife, Grantor, conveys to MORROW COUNTY, a political subdivision of the State of Oregon, Grantee, the following described real property:

See attached Exhibit "A", expressly incorporated herein by reference, and consisting of a legal description and map.

The true and actual consideration for this conveyance is Grantee's promise to dedicate the above-described real property as a Morrow County road. In the event that the County should abandon the use of the roadway described above, or in the event that the County should vacate the roadway, the property shall revert to the Grantor, their heirs, assigns and transferees. ~~Further, in the event that Grantee should temporarily close the roadway to the public, the Grantor and their heirs, assigns and/or transferees shall have a right of access to and across the above described property.~~

Handwritten notes:
} deed
} accepted

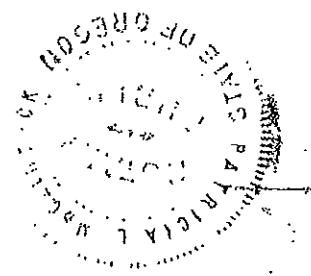
Tax considerations are inapplicable, as this property is being conveyed for roadway purposes.

DONE AND DATED THIS 18th DAY OF December, 1985.

Sworn and subscribed before me this 18th day of December, 1985, by the alongside-named JOSEPH M. TATONE and ALICE M. TATONE, who did acknowledge this to be their voluntary act and deed.

Handwritten signature of Joseph M. Tatone
JOSEPH M. TATONE
Handwritten signature of Alice M. Tatone
ALICE M. TATONE

Handwritten signature of Patricia L. Mellintess
Notary Public of Oregon
My commission expires: 11-18-88



ACCEPTANCE

Under the authority of ORS 368.096, and because it is in the public interest to do so, the County of Morrow, by and through its duly-elected County Court does hereby accept the foregoing STATUTORY BARGAIN AND SALE DEED, as being in the public interest and in the best interest of Morrow County

SO ACCEPTED THIS 23rd DAY OF December, 1985.

ATTEST:
Handwritten signature of Ronald C. McElroy
County Judge
Handwritten signature of Guinn Brown
County Commissioner
Handwritten signature of Susan Bloodworth
County Clerk
Handwritten signature of [illegible]
County Commissioner

QUITCLAIM DEED

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DATED THIS _____ DAY OF _____, 2018.

MORROW COUNTY COURT
ATTEST:

GRANTOR MORROW COUNTY:

Bobbi Childers
County Clerk

Don Russell, Chair

APPROVED AS TO FORM:

Jim Doherty, Commissioner

Justin W. Nelson, County Counsel
OSB #074460

Melissa Lindsay, Commissioner

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Port of Morrow, and Oregon Port District,
Grantee

By: _____
Gary D. Neal, General Manager

Dated: _____

EXHIBIT "A" p.1

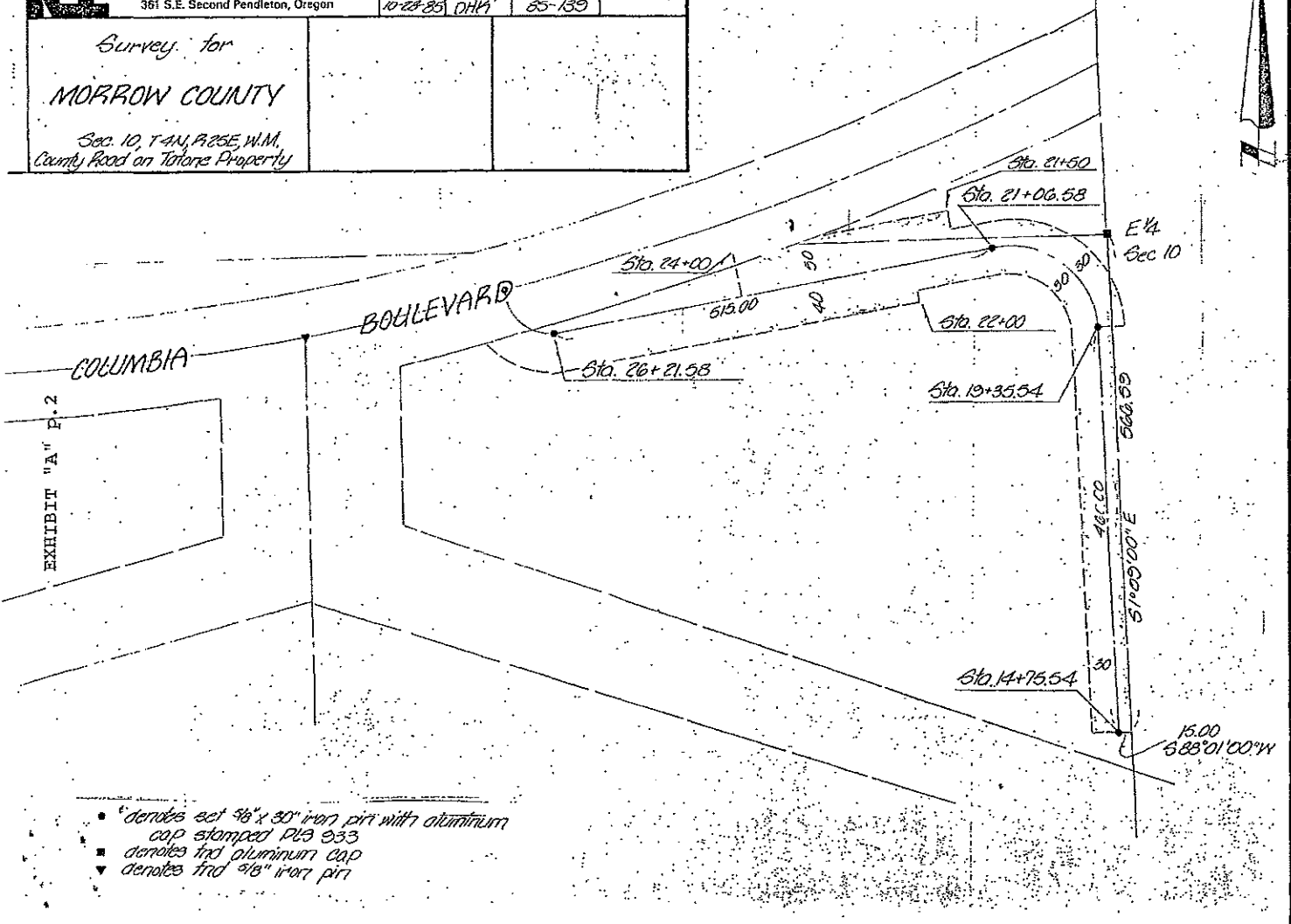
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Survey for MORROW COUNTY Sec. 10, T4N, R25E, W1M, County Road on Tolans Property				



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- denotes 1/2" aluminum cap
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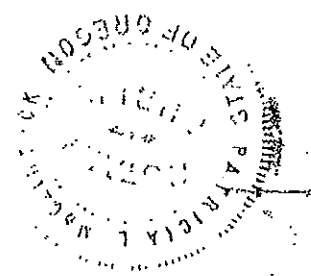
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Handwritten signature: Joseph M. Tatone
JOSEPH M. TATONE
Handwritten signature: Alice M. Tatone
ALICE M. TATONE

Handwritten signature: Patricia L. Mellintess
Notary Public of Oregon
My commission expires: 11-18-88



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SO ACCEPTED THIS 23rd DAY OF December, 1985.

ATTEST:

Handwritten signature: David C. McElroy
County Judge
Handwritten signature: Kevin B. Brown
County Commissioner
Handwritten signature: Barbara Bloodworth
County Clerk

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

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

Attached is the annual audit engagement letter. This is the third year of a three year contract with Barnett & Moro, P.C.

2. FISCAL IMPACT:

The estimated audit fee is \$32,004 as a base, and will be increased by any respective increase in the June Consumer Price Index per contract.

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

Attach additional background documentation as needed.

BARNETT & MORO, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

495 E. Main
Hermiston, OR 97838
(541) 567-5215
(541) 567-0497 Fax

DENNIS L. BARNETT, C.P.A.
KRISTIE L. SHASTEEN, C.P.A.
CAMERON W. ANDERSON, C.P.A.
RICHARD L. STODDARD, C.P.A.
BETSY J. BENNETT, C.P.A.
PAUL A. BARNETT, C.P.A.
REBECCA K. RAMOS BAUTISTA, C.P.A.
MITCHELL L. BOYLAN, C.P.A.

GERALD J. MORO, C.P.A. EMERITUS

May 25, 2018

Darrell Green, County Administrator
and County Commissioners
Morrow County, Oregon
P.O. Box 867
Heppner, OR 97836

We are pleased to confirm our understanding of the services we are to provide Morrow County, Oregon for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Morrow County, Oregon as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Morrow County, Oregon's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Morrow County, Oregon's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Required Supplementary Information.

We have also been engaged to report on supplementary information other than RSI that accompanies Morrow County, Oregon's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it

in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual non-major fund financial statements.
- 3) Other Schedules.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Commissioners of Morrow County, Oregon. We cannot provide assurance that unmodified opinions will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Morrow County, Oregon's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Morrow County, Oregon's major programs. The purpose of these procedures will be to express an opinion on Morrow County, Oregon's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Morrow County, Oregon in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to Morrow County, Oregon; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Barnett & Moro, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State of

Morrow County, Oregon
Page 8
May 25, 2018

Oregon or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Barnett & Moro, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

It is our policy to keep records related to this engagement for seven years. However, Barnett & Moro, P.C. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Cameron W. Anderson is the engagement shareholder and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee is based upon the scope of the services stated in this letter. If the scope of our work changes because of a request from you or from unusual circumstances that arise, a change in our fee will be mutually agreed to before we proceed. Our fee is also based on the fact that your records will be ready for audit by September 30 of each year. If your records are not ready for audit by September 30, an additional fee of \$1,000 will be incurred.

Our fee for your audit for the year ending June 30, 2018 will be calculated using the June 30, 2017 audit fee of \$32,004 as a base, and will be increased by any respective increase in the June Consumer Price Index. If Morrow County, Oregon is not subject to a single audit, the fee will be decreased by \$1,500. This is the same fee structure that was in the original contract that covers the June 30, 2018 audit.

Either party may cancel this contract by giving written notice prior to March 1 of the year to be audited.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report is enclosed.

We appreciate the opportunity to be of service to Morrow County, Oregon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Morrow County, Oregon
Page 9
May 25, 2018

Barnett & Moro, P.C.



Cameron W. Anderson

RESPONSE:

This letter correctly sets forth the understanding of Morrow County, Oregon.

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____



MATHEW D. PETERSEN

ABBY M. SANDERS

RYAN D. SMITH



3702 KERN ROAD

YAKIMA, WA 98902

509 575 1040 P

509 457 2145 F

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Shareholders of Barnett & Moro, P.C.
and the Peer Review Committee of Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Barnett & Moro, P.C. (the firm) in effect for the year ended February 28, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Barnett & Moro, P.C. in effect for the year ended February 28, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Barnett & Moro, P.C. has received a peer review rating of pass.

Petersen CPAs + Advisors, PLLC

Petersen CPAs and Advisors, PLLC
August 15, 2017



OSCPA Peer Review Program
Administered in Oregon by
Oregon Society of CPAs



AICPA Peer Review Program
Administered in Oregon and Guam by
Oregon Society of CPAs

September 29, 2017

Dennis Barnett
Barnett & Moro, P. C.
495 E Main St
Hermiston, OR 97838 1926

Dear Dennis Barnett:

It is my pleasure to notify you that on September 29, 2017, the Oregon Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2020. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.



OSCPA Peer Review Program
Administered in Oregon by
Oregon Society of CPAs



AICPA Peer Review Program
Administered in Oregon and Guam by
Oregon Society of CPAs

If your firm's peer review began prior to May 1, 2017, the firm is required to submit a copy of its acceptance letter to the Oregon Board of Accountancy with 45 day of receipt or with submission of a firm renewal application, whichever occurs first. Completion letters, received once monitoring actions are completed, must also be submitted to the Oregon Board of Accountancy with 45 days of receipt. If you have any questions, please contact peer review staff at 503-641-7200 / 800-255-1470, ext. 5, or peerreview@orcpa.org.

Sincerely,

Phyllis B. Barker
Vice President / COO
peerreview@orcpa.org 503-641-7200 / 800-255-1470 ext. 5
Oregon Society of CPAs

CC: Angela Pratt, Cameron Anderson

Firm Number: 900010082753

Review Number: 537413

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Oregon Health Authority (OHA) Contract #153133, third amendment to the 2017-2019 Intergovernmental Agreement for financing of mental health modification for Service Element (SE) #37 in the amount of \$158,333.33 for 7/1/2018 to 6/30/2019.

The SE #37 is to be passed through to Community Counseling Solutions (CCS), sub-contractor for Morrow County mental health services, for Special Projects - school Based Mental Health Services in the amount of \$158,333.33 in the Fiscal Year 2018-2019.

2. FISCAL IMPACT:

The increase in general fund pass-through dollars to CCS in the amount of \$158,333.33.

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

Attach additional background documentation as needed.



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

**THIRD AMENDMENT TO
OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING
SERVICES AGREEMENT #153133**

This Third Amendment to Oregon Health Authority 2017-19 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services effective as of July 1, 2017 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon, acting by and through its Oregon Health Authority ("OHA"), and **Morrow County** ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
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.

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

6. Signatures.

Morrow County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 28, 2017; e-mail in contract file.

OHA Program:

Approved by Carmen Armendariz on May 18, 2018; e-mail in contract file.

ATTACHMENT 1
Exhibit C
Financial Assistance Award

MODIFICATION INPUT REVIEW REPORT

MOD#: M0256

CONTRACT#: 153133 CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: C.A. DATE CHECKED: 05/17/2018

P P
A A
R A B
T F A

SE#	FUND	CODE	PROJ	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	S CLIENT E CODE	SP#
-----	------	------	------	---------------	-----------------	------------------	------	-------------------	-----------------	-----	---------	-----------------	-----

FISCAL YEAR: 2018-2019

37	806	BASE	NISEMH NI		7/1/2018 -6/30/2019	0./NA	\$0.00	\$158,333.33	\$0.00	A		1 N	1
			SCHOOL-BASED										
			MENT										

TOTAL FOR SE#	37	\$158,333.33	\$0.00
---------------	----	--------------	--------

TOTAL FOR 2018-2019	\$158,333.33	\$0.00
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TOTAL FOR M0256 153133	\$158,333.33	\$0.00
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OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 05/18/2018

Contract#: 153133
REF#: 004

REASON FOR FAAA (for information only):

MHS Special Projects (MHS 37) funds are awarded for the special project described in Exhibit MHS 37-School-Based Mental Health Services.

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

M0256 1 These funds are awarded for the special project described in Exhibit MHS 37-School-Based Mental Health Services to MHS 37 Service Description.

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

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

The attached Budget Resolution statement includes: Adopting the budget, Making Appropriations, Imposing the Tax, Categorizing the Tax, and the Excluded from Limitations as required by Oregon Budget Law for Morrow County's Budget Fiscal Year 2018-2019.

2. FISCAL IMPACT:

The adopted budget appropriations will be effective July 1, 2018 in the amount of \$37,857,309.

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

Motion to approve and adopt Budget Resolution R-2018-14 as written.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
ADOPTING THE BUDGET, MAKING) RESOLUTION NO. R-2018-14
APPROPRIATIONS, IMPOSING AND)
CATEGORIZING THE TAXES....)

BE IT RESOLVED that the Board of Commissioners of Morrow County hereby adopts the Budget for fiscal year 2018-2019 in the sum of \$37,857,309.
This budget is now on file at the Morrow County Courthouse in Heppner, Oregon.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2018, and for the purposes shown below are hereby appropriated as follows

GENERAL FUND

Board of Commissioners	\$	581,402
Administrative Services		571,934
County Assessor/Tax Collector		775,422
County Treasurer		125,168
County Clerk		380,143
Veterans Officer		108,911
Board of Equalization		2,731
Justice Court		313,300
District Attorney		412,647
Juvenile Department		391,953
Sheriff		4,424,583
Health Department		1,415,619
Planning		376,238
Emergency Management		33,022
Surveyor		39,040
Museum		11,000
Public Works Administration		689,136
Public Works General maintenance		715,235
Solid Waste Transfer Station North		86,975
Solid Waste Transfer Station South		55,880
Transfers to Other Funds		520,900
Computer		168,000
Weed Department		144,755
Nondepartmental Personnel Services		91,171
Nondepartmental Materials & Services		394,750
Nondepartmental Capital Outlay		1,299,600
Special Payments		2,174,282

Contingency	60,000
TOTAL FOR GENERAL FUND	\$ 16,363,797
HERITAGE TRAIL FUND	
Materials & Services	\$ 27,588
TOTAL FOR HERITAGE TRAIL FUND	\$ 27,588
ROAD EQUIPMENT RESERVE FUND	
Capital Outlay	\$ 431,000
TOTAL FOR ROAD EQUIPMENT RESERVE FUND	\$ 431,000
ROAD FUND	
Road Department	\$ 6,291,828
Capital Equipment	502,000
Contingency	-
TOTAL FOR ROAD FUND	\$ 6,793,828
FINLEY BUTTES TRUST FUND	
Materials & Services	\$ 76,000
Transfer to other funds	200,000
TOTAL FOR FINLEY BUTTES TRUST FUND	\$ 276,000
AIRPORT FUND	
Materials & Services	38,665
Capital Outlay	16,000
Contingency	-
TOTAL FOR AIRPORT FUND	\$ 54,665
LAW LIBRARY FUND	
Materials & Services	\$ 40,383
TOTAL FOR LAW LIBRARY FUND	\$ 40,383

911 EMERGENCY FUND		
Personnel Services	\$	259,052
Materials & Services		44,200
Transfer to Other Funds		<u>12,000</u>
TOTAL FOR 911 EMERGENCY FUND	\$	315,252
SURVEYOR PRESERVATION FUND		
Materials & Services	\$	<u>215,500</u>
TOTAL FOR SURVEYOR PRESERVATION FUND	\$	215,500
FINLEY BUTTES LICENSE FUND		
Materials & Services	\$	
Transfer To Other Funds		1,479,275
Special Payments		<u>-</u>
TOTAL FOR FINLEY BUTTES LICENSE FEE FUND	\$	1,479,275
COUNTY SCHOOL FUND		
Special Payments	\$	<u>209,461</u>
TOTAL FOR COUNTY SCHOOL FUND	\$	209,461
IONE SCHOOL FUND		
Special Payments	\$	<u>17,484</u>
TOTAL FOR IONE SCHOOL FUND	\$	17,484
FAIR FUND		
Fair	\$	198,536
Indoor/Outdoor Arenas		4,050
Queen & Court		2,550
St. Pats Event		<u>2,260</u>
TOTAL FOR FAIR FUND	\$	207,396
COMPUTER EQUIPMENT RESERVE FUND		
Capital Outlay	\$	<u>51,885</u>
TOTAL FOR COMPUTER EQUIPMENT RESERVE FUND	\$	51,885

SPECIAL TRANSPORTATION FUND	
Personnel Services	\$ 40,877
Materials & Services	78,805
Transfer to Other Funds	10,888
Contingency	<u>3,206</u>
TOTAL FOR SPECIAL TRANSPORTATION FUND	\$ 133,776
PROGRAMMING RESERVE FUND	
Capital Outlay	<u>70,250</u>
TOTAL FOR PROGRAMMING RESERVE	\$ 70,250
ENFORCEMENT FUND	
Materials & Services	\$ 17,660
Capital Outlay	5,000
Transfer to Other Funds	<u>..</u>
TOTAL FOR ENFORCEMENT FUND	\$ 22,660
VIDEO LOTTERY FUND	
Materials & Services	\$ 78,960
Transfer to Other Funds	67,000
Special Payments	<u>-</u>
TOTAL FOR VIDEO LOTTERY FUND	\$ 145,960
VICTIM/WITNESS ASSISTANCE FUND	
Personnel Services	\$ 91,012
Materials & Services	21,270
Capital Outlay	<u>-</u>
TOTAL FOR VICTIM/WITNESS ASSISTANCE FUND	\$ 112,282
WILLOW CREEK WIND FEES	
Transfer to Other Funds	<u>30,100</u>
TOTAL FOR WILLOW CREEK WIND FEES	\$ 30,100
CAMI GRANT FUND	
Materials & Services	<u>31,108</u>
TOTAL FOR CAMI GRANT FUND	\$ 31,108

	WEED EQUIPMENT RESERVE FUND	
Capital Outlay		\$ <u>10,225</u>
TOTAL FOR WEED EQUIPMENT RESERVE FUND		\$ 10,225
	STF VEHICLE RESERVE FUND	
Capital Outlay		\$ <u>127,475</u>
TOTAL FOR STF VEHICLE RESERVE FUND		\$ 127,475
	FAIR ROOF RESERVE FUND	
Capital Outlay		\$ <u>21,700</u>
TOTAL FOR FAIR ROOF RESERVE FUND		\$ 21,700
	HEPPNER ADMIN. BUILDING	
Debt Service		<u>394,000</u>
TOTAL FOR HEPPNER ADMIN. BUILDING FUND		\$ 394,000
	SAFETY COMMITTEE FUND	
Materials & Services		\$ <u>27,700</u>
TOTAL FOR SAFETY COMMITTEE		\$ 27,700
	BLEACHER RESERVE FUND	
Capital Outlay		\$ <u>44,313</u>
TOTAL FOR BLEACHER RESERVE FUND		\$ 44,313
	RODEO FUND	
Materials & Services		\$ 81,275
Transfer to Other Funds		<u>17,860</u>
TOTAL RODEO FUND		\$ 99,135
	JUSTICE COURT BAILS/FINES FUND	
Materials & Services		\$ <u>538,403</u>
TOTAL FOR JUSTICE COURT BAILS/FINES FUND		\$ 538,403

	CLERKS RECORDS FUND	
Materials & Services		\$ <u>19,125</u>
TOTAL FOR CLERKS RECORDS FUND		\$ 19,125
	DUII IMPACT FUND	
Materials & Services		\$ <u>27,475</u>
TOTAL FOR DUII IMPACT FUND		\$ 27,475
	FAIR IMPROVEMENT FUND	
Capital Outlay		\$ <u>15,640</u>
TOTAL FOR FAIR IMPROVEMENT FUND		\$ 15,640
	BUILDING PERMIT FUND	
Materials & Services		\$ 255,000
Capital Outlay		\$ 27,500
Transfer to Other Funds		<u>-</u>
TOTAL FOR BUILDING PERMIT FUND		\$ 282,500
	PARK FUND	
Cutsforth Park Department		\$ 84,253
Anson Wright Park Department		58,953
ATV Park Department		587,736
Contingency		<u>117,873</u>
TOTAL FOR PARK FUND		\$ 848,815
	EQUITY FUND	
Materials & Services		\$ <u>17,550</u>
TOTAL FOR EQUITY FUND		\$ 17,550
	BUILDING RESERVE FUND	
Capital Outlay		\$ <u>268,745</u>
TOTAL FOR BUILDING RESERVE FUND		\$ 268,745
	LIQUOR CONTROL FUND	
Materials & Services		\$ <u>827</u>
TOTAL FOR LIQUOR CONTROL FUND		\$ 827

	WATER PLANNING FUND	
Materials & Services		\$ <u>12,258</u>
TOTAL FOR WATER PLANNING FUND		\$ 12,258
	FOREST SERVICE FUND	
Materials & Services		\$ <u>61,000</u>
TOTAL FOR FOREST SERVICE FUND		\$ 61,000
	COURT SECURITY FUND	
Materials & Services		\$ 109,000
Capital Outlay		<u>20,000</u>
TOTAL FOR COURT SECURITY FUND		\$ 129,000
	ECHO WINDS FEES FUND	
Transfer to Other Funds		\$ <u>40,100</u>
TOTAL FOR ECHO WINDS FEES FUND		\$ 40,100
	SHEPHERDS FLAT FEES FUND	
Materials & Services		\$ -
Transfer to Other Funds		1,304,500
Special Payments		<u>21,500</u>
TOTAL FOR SHEPHERDS FLAT FEES FUND		\$ 1,326,000
	5310 FTA GRANT FUND	
Personnel Services		\$ 56,165
Materials and Services		30,500
Capital Outlay		66,785
Contingency		<u>32,202</u>
TOTAL FOR STO OPERATING FUND		\$ 185,652
	COMMUNITY CORRECTIONS	
Personnel Services		\$ 425,696
Materials & Services		170,900
Capital Outlay		35,000
Contingency		<u>43,799</u>
TOTAL FOR COMMUNITY CORRECTIONS FUND		\$ 675,395

PGE CARTY FUND	
Transfer to Other Funds	\$ 1,597,594
Special Payments	\$ 50,000
TOTAL FOR PGE CARTY FUND	\$ 1,647,594
TOTAL APPROPRIATIONS, All Funds...	\$ 33,850,277
NON-APPROPRIATED BUDGET REQUIREMENTS	
General Fund	\$ 2,569,407
Road Fund	1,000,000
911 Emergency Fund	36,641
Building Permit Fund	378,484
Court Security Fund	22,000
STF Vehicle	500
	<hr/>
TOTAL UNAPPROPRIATED AND RESERVE AMOUNTS, All Funds...	\$ 4,007,032
	<hr/>
TOTAL ADOPTED BUDGET	\$ 37,857,309
	<hr/> <hr/>

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed at the assessed value of all taxable property within the district for the tax year 2018-2019 at the rate of \$4.1347 per \$1,000.

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Permanent Rate Tax \$4.1347/\$1,000.

Excluded from Limitation

General Obligation Bond Debt Service.....\$ 0

The above resolution statements were approved and declared adopted on June 20, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Approve or deny renewal of contract with Helion.

2. FISCAL IMPACT:

\$47,487.00

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

"Move to approve the contract with Helion Software, Inc. as a sole source contract based upon the written statement in County Counsel memo from Morrow County Assessor Mike Gorman."

Attach additional background documentation as needed.



Office of the County Counsel

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

Justin Nelson: County Counsel
Richard Tovey: County Counsel

June 11, 2018

TO: Board of Commissioners

FROM: Justin Nelson
Morrow County Counsel

RE: Helion Contract
Sole Source Memo

Morrow County has contracted with Helion Software, Inc. since 2011. The contract comes before the Board of Commissioners on a yearly basis for approval.

Morrow County Counsel and Assessor's Office believe that the Helion contract would be allowed under sole-source procurement rules in ORS 279B.075 and OAR 137-047-0275, as it has each of the prior years. For a sole source procurement the Assessor's office would need to provide information for the Board of Commissioners to determine that Helion is the only source of goods or services for the Assessor's Office.

The follow explanation for Sole Source Procurement is from Morrow County Assessor/Tax Collector Mike Gorman. This is the same explanation that was presented and approved by the Morrow County Court on June of 2016. (Exhibit 1)

"Commissioners, please allow me to sign the professional services contract between Morrow County and Helion Software Inc. on behalf of Morrow County for programming support services for the Assessment and Tax Software which was purchased in 2011.

The County purchased the ORCATS software, which provide assessment, appraisal, and tax collection functions, on February 23, 2011. Section 3 of the Intergovernmental Agreement with the ORCATS Partners defines that the Partners shall select a designated contractor for development, maintenance and support. Currently, Helion Software is the designated contractor for the Partners. There was not a competitive bid process completed, because Helion Software is the sole provider of services at this point in time. According to the IGA with the Partners, only the designated contractor is allowed to service the ORCATS program."

Justin W. Nelson
Morrow County Counsel

Morrow County Court
June 22, 2016
OHV Park
Heppner, Oregon

Present

Judge Terry Tallman
Commissioner Leann Rea
Commissioner Don Russell
Jerry Sorte, Administrative Officer
Justin Nelson, County Counsel
Karen Wolff, Human Resources Director
Roberta Lutchter, Court Executive Assistant

Audience

Mike Gorman, Assessor/Tax Collector
Burke O'Brien, Public Works Director
Greg Close, Parks General Manager
Melissa Lindsay, Judge-Elect
Sheryll Bates, Heppner Chamber of
Commerce

Call to Order: 10:05 a.m., followed by pledge of allegiance

City and Citizen Comments: No comments

Open Agenda: Jerry Sorte, Administrative Officer, requested a release of a commercial lease be added to the agenda.

Department Reports

Human Resources – Workers' Compensation Premium Payment Options

Karen Wolff, Human Resources Director

Ms. Wolff explained a decision is needed annually as to how to pay the \$97,542 due for Workers' Compensation Insurance – lump sum, quarterly or monthly. She noted the premium is much lower than recent years due to the diligent efforts of employees, Department Heads, Elected Officials and Safety Committee members to mitigate work place injury statistics. After discussion, the Court opted for the lump sum payment. Ms. Wolff said she would prepare the necessary documents to act upon the matter next week.

Sheriff's Department Request to Advertise and Fill – Parole & Probation Work Crew Supervisor

Commissioner Russell moved to authorize the Sheriff's Department advertising and filling the position of Parole & Probation Work Crew Supervisor. Commissioner Rea seconded.

Unanimous approval.

New Business

Funding Request – Heppner Chamber of Commerce

Sheryll Bates, Heppner Chamber Executive Director

Ms. Bates explained the Chamber encountered several significant impacts to the budget when the annual boxing smoker fundraiser could not be held, and when they had to vacate their free office space at the City of Heppner building. In addition, \$7,000 in State Revenue Sharing funds were not passed on to the Chamber from the City, as was past practice. Ms. Bates said the Chamber does have funds in reserve, and she is looking at other cost-cutting measures, but her request is for \$2,500.

Commissioner Russell said the Chamber's current problems are caused by the City of Heppner's decision to not allow them to stay in their building free of charge, and by keeping \$7,000 that was historically given to the Chamber. This appears to be an ongoing operating expense shortfall for the Chamber, he said, and he doesn't want the County to now be funding the Chamber. Ms. Bates said she would not make future requests, and she will be making dramatic cuts. Discussion.

Commissioner Rea moved to approve providing \$2,500 from the Court Discretionary Fund to the Heppner Chamber of Commerce, with the stipulation it will not become an annual request. Commissioner Russell seconded. Aye: Judge Tallman, Commissioner Rea. Nay: Commissioner Russell. Motion carried.

Old Business

Bid Award – Asphalt Contractor for Miscellaneous Projects

Burke O'Brien, Public Works Director

Mr. O'Brien discussed the two bids received and subsequent evaluation to ensure bid requirements were met. He said the recommendation is to award to Pioneer Construction, Inc. subject to finalizing the contract. County Counsel, Justin Nelson, said while he is not satisfied with the contract language on this and the Bombing Range Road Overlay Project, the award of bid can proceed.

Commissioner Rea moved to award the bid for an Asphalt Contractor for Miscellaneous Morrow County Public Works Projects to Pioneer Construction, Inc. Commissioner Russell seconded. Unanimous approval.

Bombing Range Road Overlay Project

Mr. O'Brien

Kenny Delano, Ferguson Surveying & Engineering

Mr. O'Brien said the bids on this project were reviewed by Public Works in conjunction with Ferguson Surveying & Engineering. The recommendation is to award the bid to Granite Construction Co., he said. Mr. Delano then presented a "Notice of Award for Morrow County Bombing Range Road – Overlay" for signature by the Court. Mr. Nelson said he believed the Court's forthcoming motion and a letter from the Public Works Director would suffice.

Discussion ensued on the contract process and language.

Commissioner Russell moved to award the bid for the Bombing Range Road Overlay Project to Granite Construction Co.; and direct the Public Works Director and County Counsel to modify the language of the contract to a satisfactory point for all parties; additional parameters being any modifications will not change the substantive issues of the contract; and authorize the Public Works Director to sign the Notice of Award of Bid on behalf of the County. Commissioner Rea seconded. Unanimous approval.

Contracts and Orders

Personal & Professional Services Contract – Helion Software, Inc.

Mike Gorman, Assessor/Tax Collector

Mr. Gorman explained this is the annual contract for services in support of the Assessment and Taxation computer software. He said Mr. Sorte and County Counsel reviewed the contract to make sure proper procedures were followed as this is a sole-source contract. Mr. Nelson noted Mr. Gorman's sole-source justification is outlined in his attached memo for the Court.

Commissioner Rea moved to approve the Professional Services Contract with Helion Software, Inc. for Assessment and Taxation Computer Software Services in the amount of \$45,882; and authorize the Assessor/Tax Collector to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

Personal Services Contract – Helion Software, Inc. (Clerk's Office)

Clerk, Bobbi Childers' memo explained the contract requires no payment from the County, but will allow electronic recording in Morrow County.

Commissioner Rea moved to approve the Personal Services Contract with Helion Software, Inc., which allows electronic recording in the Morrow County Clerk's Office, and authorize Judge Tallman to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

InterMountain Education Service District (IMESD), CARE Coordinator Services Agreements

Mr. Nelson said he recommended signing the contracts for two different fiscal years, and provided an overview of the events that lead to both agreements being signed at the same time.

Commissioner Russell moved to approve the CARE Coordinator Services Agreement with IMESD for the period beginning July 1, 2015 and terminating June 30, 2016, in the amount of \$10,000, and authorize Judge Tallman to sign on behalf of the County. Commissioner Rea seconded. Unanimous approval.

Commissioner Russell moved to approve the CARE Coordinator Services Agreement with IMESD for the period beginning July 1, 2016 and terminating June 30, 2017, in the amount of \$10,000, and authorize Judge Tallman to sign on behalf of the County. Commissioner Rea seconded. Unanimous approval.

Order Authorizing the County Treasurer to Invest Funds, OR-2016-3

Commissioner Rea moved to approve "In the Matter of Authorizing the County Treasurer to Invest Funds," Order Number OR-2016-3. Commissioner Russell seconded. Unanimous approval.

Order Designating a Newspaper for Publication of the 2016 Morrow County Foreclosure List, OR-2016-4

Commissioner Russell moved to approve "In the Matter of Designating a Newspaper for the Publication of the 2016 Morrow County Foreclosure List," Order Number OR-2016-4,

PROFESSIONAL SERVICES CONTRACT BETWEEN MORROW COUNTY AND HELION SOFTWARE, INC.

This contract is between Morrow County ("County") and Helion Software, Inc. ("Contractor"). County's supervising representative for this contract is the County Administrator or the Administrator's designee as noted in Paragraph 21, Notices. County and Contractor agree to the following:

1. Effective Date and Duration. This contract shall become effective on the date it has been signed by every party and when required, approved by the Morrow County Board of Commissioners, and once approved has an effective date starting July 1, 2018. Unless extended or earlier terminated, this contract shall expire when County has accepted Contractor's completed performance or on June 30, 2019, whichever date occurs last. However, expiration or termination shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of Contractor warranty or indemnity; or (b) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. The County and Contractor intend to contract for Assessment and Taxation Computer Software Services. Contractor shall perform the work ("Work") as set forth in the Statement of Work and these terms and conditions. The Statement of Work, including the delivery schedule for the Work, is contained in the attached Exhibit A.

3. Consideration.

(a) The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$47,487 payable according to Exhibit A. County will not pay Contractor any amount in excess of the not-to-exceed compensation for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

(b) All interim payments to Contractor shall be made only in accordance with the terms and conditions of this contract. Unless another schedule is stated in Exhibit A, the Statement of Work, Contractor shall submit monthly invoices to County for Work performed.

(c) Invoices shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain all expenses that this Contract requires County to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor will specifically note in the appropriate invoice when it has requested payment for one-third and two-thirds of the maximum, not-to-exceed compensation. Contractor shall send invoices to the person designated in Paragraph 21, Notices.

4. Travel and Other Expenses. Travel and other expenses of the Contractor shall not be reimbursed by the County.

5. Independent Contractor; Responsibility for Taxes and Withholding; Retirement System Status.

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

(b) If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract.

(c) Contractor is not an "officer," "employee" or "agent" of the County, as those terms are used in ORS 30.265.

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

6. Subcontracts and Assignment; Successors in Interest. Contractor shall not enter into any subcontracts for any of the Work, and shall not assign, delegate or transfer any of its rights or obligations under this Contract without County's prior written consent. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. No Third Party Beneficiaries. County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

8. Funds Available and Authorized. County has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the County's current annual budget. Contractor understands and agrees that County's payment of amounts under this contract attributable to work performed is contingent on County budgetary limitations and other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. County may terminate this contract without penalty or liability to County, effective upon the delivery of written notice to Contractor, with no further liability if County determines that there are insufficient funds available to make payments under this contract.

9. Representations and Warranties. Contractor represents and warrants to County that (a) Contractor has the power and authority to enter into and perform this Contract, (b) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, and (d) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Default; Remedies; Termination.

(a) **Default by Contractor.** Contractor shall be in default under this Contract if:

- (i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or
- (iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(b) **County's Remedies for Contractor's Default.** In the event Contractor is in default under Section 10.a, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (i) termination of this Contract under Section 10e(ii);

- (ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10e(i).

(c) Default by County. County shall be in default under this Contract if:

- (i) County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- (ii) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(d) Contractor's Remedies for County's Default. In the event County terminates the Contract under Section 10e(i), or in the event County is in default under Section 10c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10e(iii), Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10d, Contractor shall pay immediately any excess to County upon written demand.

(e) Termination.

(i) County's Right to Terminate at its Discretion. At its sole discretion, County may terminate this Contract:

- (A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;
- (B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the Work or Work Products under this Contract is prohibited or County is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) County's Right to Terminate for Cause. In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract immediately upon written notice by County to Contractor, or at such later date as County may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 10e(ii)(B) and 10e(ii)(C) below, upon the occurrence of any of the following events:

- (A) Contractor is in default under Section 10a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Contractor is in default under Section 10a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

(C) Contractor is in default under Section 10a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(iii) **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract with such written notice to County as provided in Sections 10e(iii)(A) and 10e(iii)(B) below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) County is in default under Section 10c(i) because County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County is in default under Section 10c(ii) because County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(iv) **Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to County all of County's property (including without limitation any Work or Work Products for which County has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

11. Records Maintenance; Access. Contractor shall maintain all financial records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that County and their duly authorized representative shall have access to such financial records and to all other books, documents, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. All such financial records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of 6 years, except as required longer by 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 this contract, whichever date is later.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) ORS Chapter 659, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. County's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235 which are incorporated by reference herein.

13. Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of

State Corporation Division all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

14. Governing Law; Jurisdiction; Venue. This contract shall be governed and construed in accordance with the laws of Morrow County and the State of Oregon without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "claim") between the County and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Morrow County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. Contractor by the signature below of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

15. Indemnity. Contractor shall defend (with legal counsel of County's choice), save, hold harmless, and indemnify the Morrow County its officers, employees, agents, and members, from all claims, suits, losses, damages, liabilities, costs, expenses or actions, of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

16. Insurance. Contractor shall provide insurance as indicated on Exhibit C, attached hereto and incorporated by this reference.

17. Ownership of Work Product. All work of Contractor that results from this Contract (the "Work Product") is covered under the ORCATS Consortium contract.

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

19. Waiver. The failure of the County to enforce any provision of this contract shall not constitute a waiver by the County of that or any other provision.

20. Amendments. County may amend this Contract to the extent permitted by applicable statutes, administrative rule, and as provided in the solicitation documents, if any. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.

21. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

Morrow County
Mike Gorman
Tax and Assessment
PO Box 247
Heppner, OR 97836
phone: 541-676-5607

Helion Software, Inc.
Murray Giesbrecht
P.O. Box 3506
Salem, OR 97302
phone: 503.362.9394

22. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except those rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 14, 15, 16, 17, 19, 22, 24 and 25.

23. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

24. Force Majeure. Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of County or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove 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 Contract.

25. Attorney Fees. In the event of a dispute between Contractor and County, each shall pay his or her own attorney fees. Attorney fees are not recoverable from the other party.

26. Contractor Certification. Contractor, by execution of this Contract, acknowledges that s/he has read this Contract, understands it, and agrees to be bound by its terms and conditions. Contractor shall complete the full certification attached and incorporated as Exhibit B.

IT IS SO AGREED:

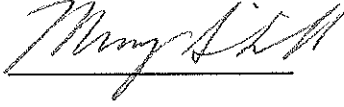
_____	_____		<u>5-29-2018</u>
Morrow County	Date	Murray Giesbrecht Helion Software, Inc.	Date

Exhibit A: Statement of Work

STATEMENT OF WORK, COMPENSATION PAYMENT TERMS and SCHEDULE

Section 1. Contractor's Services

Contractor's services are divided into TWO parts:

Part 1 – ORCATS Base and Support is for staff support per the agreement with the ORCATS consortium. Helion will work on and complete property assessment and tax projects and Support as described below in Section 2. Service Level Agreement.

Part 2 – Discretionary Support Hours for a maximum of 0 hours (at \$130.00/hour) of offsite/onsite staff for ORCATS support and program development for Morrow.

Estimates or Fix Bid Quotes will be provided upon County request for work performed under Part 2.

Work will be billed monthly.

For those projects that require less than 20 hours to complete Helion will notify Morrow County and after authorization will work on them. These will be "not to exceed" projects and Morrow County will not be responsible for any hours over 20.

For development projects that will require more than 20 hours to complete (or if Morrow County requests), Helion and Morrow County (and other consortium members) will work together to create a set of project requirements. Helion will then develop a fixed quote for the number of hours to complete the project. Helion will begin work on the project after Morrow County (and, if applicable, other consortium members) approve the quote. Project requirements should be sufficiently detailed to identify the deliverables, the cost in hours, and the timeframe for completion. The time required to develop the requirements will be charged directly against the Part 2 – Programming/Discretionary Support hours. The project requirements will include a project timeline indicating which tasks are the responsibility of Helion and which tasks are the responsibilities of the County(s).

Upon using the software in production, programming bugs (any programming functionality that does not perform to specification) as identified by Morrow County (or other consortium members) within 45 days or within a specified project timeline as established by mutual agreement between the Contractor and the County will be considered part of the original quote. Identification of a bug does not extend the acceptance period.

Any changes to requirements as agreed between Helion and Morrow County may cause an adjustment to the original quote. All Helion staff will be under the direct management of Helion and would be required to follow all of Helion's procedures and policies. Helion is in the process of developing these policies and procedures and will provide Morrow County a copy of those that are relevant to the work described in this contract as they become available or change. Helion will work on whatever Morrow County requested as long as it is within those policies and procedures. Typical uses would be programming projects unique to Morrow County (or groups of consortium members) and additional programming on projects of special interest to Morrow County (or groups of consortium members).

Additional 150 hour blocks of time may be purchased throughout the year given 60 days notice. Helion will give a good faith effort to provide the additional requested hours in as few a days as possible.

The Contractor shall provide the County with monthly reports on hours of service by project and by description. Should multiple counties be paying for the program development, the service hour reports should include all hours assessed to the project for all of the involved counties.

Section 2. Service Level Agreement

1. Supported Software and Maintenance

1.01 Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:

- Helion Start Menu
- Deployer
- Account Manager
- Real Value Voucher
- Ratio Study
- Real Land Schedules
- Real Sales
- Trend Finder
- Real Librarian
- Real Value Indexes
- Real Value Recalc
- MS Ledger Voucher
- Personal Vouchers
- Utility Ledger Voucher
- Utility Values
- Utility Input
- Address Parser
- Appraisal Maintenance
- Appraisal Reports
- Assessor Reports
- Name Parser
- Lookup Table Maintenance
- Name Parser
- Property Query
- Web Property Query
- Custom Query
- Image Processing
- ORCATS Integration Services
- File Service
- Data Exchange
- Interested Party
- Lender Code Maintenance
- Tax Notation Maintenance
- Tax Receipts
- Tax Reports
- Tax Voucher
- Turnover Distribution
- Tax Receipt Image Loader

Tax Balance Service
Prepaid Tax Processing
Tax Rate Calculation
Tax Amount Calculation
Tax District Adjustments
Tax Statements
Assessment and Tax Database Views

- 1.02 Maintenance shall include providing County with new releases, updates, and corrections to the Software, including the Software documentation. Maintenance shall also include necessary assistance and consultation to assist County in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software. Maintenance shall include third party software bundled with the ORCATS system, as well as updates to documentation.
- 1.03 Helion shall correct any defect or error or non-conformity comprising a problem by, among other things, supplying to County and installing such corrective codes and making such additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order and in conformity with the warranties contained in this Agreement.

The corrective services provided by Helion may include:

- Providing a resolution to the problem immediately; or
 - Providing documented clear steps that county staff can reasonably take to correct the problem; or
 - Following analysis, providing documented clear steps toward problem resolution; or
 - Performing configuration changes to the Helion software; or
 - Modifying corrupt data caused by a defect in the software.
- 1.04 Helion will provide support for modifications or specialized features made at the request of the County and performed by Helion.
- 1.05 All modifications or specialized features made at the request of the County and performed by Helion will be ported to and supported in all future versions and releases of the Software unless authorized in writing from the County.
- 1.06 Any changes to comply with legal requirements will be performed under Section 1, Part 1.
- 1.07 Helion will assist County with the following Data Manipulation either directly or by providing an application so the County can perform the tasks themselves:
- Changing a value from Entered to Calculated or Calculated to Entered at the following levels:

- Improvement
- Accessories
- Floor
- Inventory
- Land Fragment
- OSD
- Changing a Neighborhood Code
- Changing an Improvement, Land Fragment or OSD from Trendable to Non-Trendable or Non-Trendable to Trendable
- Change one RMV class to another
- Bulk load LCM Schedules

Selection will be by either a County selected set of Neighborhood Codes or by a County selected set of Property Account Id's. The Property Account Id's must be in a CR/LF delimited text file. (Map and Taxlots are not considered Property Account Id's.)

2.00 Database Maintenance

- 2.01 Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the ORCATS software.
- 2.02 Helion will consult with the County technical staff as needed on the status of all databases required to run the ORCATS software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of all Helion supported software.
- 2.03 If requested, Helion will ensure that database backups are performed prior to any modification to the database structure and/or schema as part the implementation of new ORCATS software through new version release or problem resolution.
- 2.04 Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new ORCATS software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within any Helion supported software.
- 2.05 The obligations described in Sections 1.00 through 2.05 are hereafter referred to as "Maintenance."

3.00 Response Times and System Access

- 3.01 Unless visit was requested by the County, Helion will provide the County IT Division with 2 days notice prior to performing a site visit to perform software upgrades or modifications to the database or the client software.
- 3.02 County shall notify Helion, either by telephone or in writing or email, of any

deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the County designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the County. Helion will provide the County with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The County shall designate authorized callers (who may change from time to time) for access to the telephone support.

- 3.03 The County agrees to provide Helion with VPN access or through other secure electronic access technology and services at the County's expense for purposes of Helion's fulfillment of its maintenance obligations. Such access shall not result in the unnecessary or unreasonable disruption of the County's business operations.
- 3.04 Helion will respond to system problems that do not prevent normal daily operation of the system (Non- Emergency Response) within 16 business hours of the receipt of the trouble call.
- 3.05 On-Site Support. In an emergency or if all other support options fail, Helion shall have a technician on-site within one (1) business day of a request from the County. This does not apply to Down System events, as described in Section 3.06.
- 3.06 Down-System Response: The system is considered "down" when any part of the system prevents daily operation ("Down System"). Helion shall respond within two business hours of telephone notification. Response may be by telephone.
- 3.07 Normal Support Hours: At all times from 8:00 a.m. to 5:00 pm Pacific Standard Time (PST) (note: Pacific Daylight Saving Time (PDST) when in effect) weekdays. The hours of Support shall not include New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day.
- 3.08 Helion will provide Tax Season assistance to ensure the timely completion of tax amount calculation, statement printing and state reporting.
- 3.09 Helion will provide support for and is solely responsible for the proper functioning, licensing and distribution of additional or third party software used within their products or distributed with their products as a component of their software. Helion guarantees the functioning of this third party software as a component of their software.
- 3.10 Helion is not liable for any failure or delay in performance due to any cause beyond its control.
- 3.11 The obligations described in Sections 3.00 through 3.11 are hereafter referred to as "Support."
- 4.00 County's Responsibilities
- 4.01 To receive Maintenance and Support, the County is responsible for complying with the following:

- The situation giving rise to the question is reproducible or a documented history

of the same event has been provided;

- The hardware and client workstation operating systems meet minimum Helion requirements as published and distributed with each ORCATS version update;
- County designated representatives will submit all questions to Helion;
- County designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
- The full system, including software and hardware, is available to the County representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
- The County representative will follow the instructions and suggestions of Helion's support personnel, using the full system.

4.02 County will provide remote electronic access using VPN access through Internet connection (this is the preferred method) or will provide remote electronic access using other technologies and services that meet County's security requirements.

4.03 Helion must have received payment per this Agreement, Section 3, Paragraph 2.

4.04 If the resolution of a problem requires the installation of a newer version of the product, the County agrees that Helion may install the new version as part of the resolution process, depending upon the urgency of the problem resolution.

5.00 Services NOT Covered by Helion Under Part 1

5.01 Helion is not responsible for support in instances in which the County has made significant changes to the computing environment without consultation with Helion or in which the County has made significant client workstation configuration changes, such as Operating System version updates or Microsoft Office version updates, without consultation with Helion.

5.02 Helion is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Helion.

5.03 Helion is not responsible for software support on any products that are not part of the ORCATS system. Examples include Deschutes Download, County's web sites, Microsoft Office, etc.

5.04 The following services are excluded from coverage under Part 1:

- Creation of new Custom Queries
- Importing data or images
- Manipulation of data unless covered under section 1.03 or 1.07 above
- Display changes to forms, reports, letters or export
- Onsite Installation

- A&T View Access Database

5.05 Helion is not responsible to maintain compatibility with any application not listed as part of the ORCATS system. Helion will make a good faith effort to notify the County of any incompatibility between ORCATS and third party software.

Section 3 Schedule and Payment Terms

1. Effective Date and Duration: Contractor's services will begin on July 1, 2018. Unless earlier terminated or extended, this contract shall expire on June 30, 2019 or when Contractor's completed performance has been accepted by County. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.
2. Compensation by the County: Payment for all work performed under this contract shall be made as set forth below from available and authorized County funds, and shall not exceed the maximum sum of \$47,487 for Part 1 and \$0 for Part 2, \$47,487 in Total. Travel and other expenses of the Contractor shall not be reimbursed by County unless specifically provided herein as a supplementary condition.
 1. Interim payments shall be made to Contractor following County's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
 2. Contractor shall not submit billings for, and County will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify County's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
 3. Contractor shall submit a separate monthly billing for Part 1. Billing for Part 1 will be for 1/12th of the contract total for Part 1. Billing for Part 2 will be based upon projects identified. Projects done as "not to exceed" quotes and requirement development will be billed monthly as they occur. Contractor will bill monthly for other Part 2 hours as they occur. Payment structure may be adjusted with advance consent of County and Contractor. Billings shall be sent to the supervising representative.

STATUTORY PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

7. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) in any one week, except in cases of necessity, emergency or where public policy absolutely requires it.

Contractor's employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by Contractor shall receive at least time and a half pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
10. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.

Exhibit B: W-9 FORM

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Helion Software, Inc.	Give form to the requester. Do not send to the IRS.
Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) PO Box 3506	
	Business name, if different from above Salem, OR 97302	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 4.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number
--	----------------------------

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person <i>Ronnie Juall</i>	Date <i>5/29/18</i>
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

Exhibit C: INSURANCE

During the term of this contract Contractor shall maintain in force at Contractor's own expense, each insurance noted below:

1. Workers Compensation Insurance is required for Contractors that employ subject workers, as defined in ORS 656.027. All those Contractors shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. Professional Liability Insurance:

is not required.

is required with a combined single limit or the equivalent, of not less than:

\$200,000 \$500,000 \$1,000,000 \$2,000,000

for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.

3. General Liability Insurance:

is not required.

is required with a combined single limit or the equivalent, of not less than:

\$200,000 \$500,000 \$1,000,000 \$2,000,000

for each claim, incident or occurrence.

4. Automobile Liability Insurance:

is not required.

is required with a combined single limit or the equivalent, of not less than:

Oregon Financial Responsibility Law (ORS 806.070)
 \$200,000
 \$500,000
 \$1,000,000

each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to County.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to County within 30 days of signing this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

REVISED 11/2007

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The County has received tax dollars from the Oregon Marijuana Account as a result of Senate Bill 1555 to be allocated as follows:

"(B) Twenty percent of the moneys in the account must be used solely for (purposes for which moneys in the Mental Health Alcoholism and Drug Services Account established under ORS 430.380 may be used) mental health treatment or for alcohol and drug abuse prevention, early intervention and treatment."

The County sub-contracts all mental health treatment and alcohol and drug abuse prevention to Community Counseling Solutions (CCS) per ORS 430.620 and ORS 430.630. It is recommended that the Oregon Marijuana Account dollars be passed through to CCS in respect to the contract.

2. FISCAL IMPACT:

The County has received Oregon Marijuana Account dollars in the amount of \$29,215.24 for the first - three quarters of Fiscal Year 2017-2018. Upon approval, all Oregon Marijuana dollars would be passed through to Community Counseling Solutions. This may also require a budget resolution to appropriate an increase in dollars passed through to CCS.

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

Motion to approve the pass-thru of the Oregon Marijuana Account dollars to Community Counseling Solutions per ORS 430.620 and ORS 430.630.

Attach additional background documentation as needed.

Enrolled
Senate Bill 1555

Sponsored by Senator STEINER HAYWARD, Representative RAYFIELD; Senators BURDICK, DEBOER, MONNES ANDERSON (at the request of Oregon Health Authority) (Presession filed.)

CHAPTER

AN ACT

Relating to the Oregon Marijuana Account; creating new provisions; amending ORS 475B.759; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 475B.759 is amended to read:

475B.759. (1) There is established the Oregon Marijuana Account, separate and distinct from the General Fund.

(2) The account shall consist of moneys transferred to the account under ORS 475B.760.

(3)(a) The Department of Revenue shall certify quarterly the amount of moneys available in the Oregon Marijuana Account.

(b) Subject to subsection (4) of this section, the department shall transfer quarterly 20 percent of the moneys in the Oregon Marijuana Account as follows:

(A) Ten percent of the moneys in the account must be transferred to the cities of this state in the following shares:

(i) Seventy-five percent of the 10 percent must be transferred in shares that reflect the population of each city of this state that is not exempt from this paragraph pursuant to subsection (4)(a) of this section compared to the population of all cities of this state that are not exempt from this paragraph pursuant to subsection (4)(a) of this section, as determined by Portland State University under ORS 190.510 to 190.610, on the date immediately preceding the date of the transfer; and

(ii) Twenty-five percent of the 10 percent must be transferred in shares that reflect the number of licenses held pursuant to ORS 475B.070, 475B.090, 475B.100 and 475B.105 on the last business day of the calendar quarter preceding the date of the transfer for premises located in each city compared to the number of licenses held pursuant to ORS 475B.070, 475B.090, 475B.100 and 475B.105 on the last business day of that calendar quarter for all premises in this state located in cities; and

(B) Ten percent of the moneys in the account must be transferred to counties in the following shares:

(i) Fifty percent of the 10 percent must be transferred in shares that reflect the total commercially available area of all grow canopies associated with marijuana producer licenses held pursuant to ORS 475B.070 on the last business day of the calendar quarter preceding the date of the transfer for all premises located in each county compared to the total commercially available area of all grow canopies associated with marijuana producer licenses held pursuant to ORS 475B.070 on the last business day of that calendar quarter for all premises located in this state; and

(ii) Fifty percent of the 10 percent must be transferred in shares that reflect the number of licenses held pursuant to ORS 475B.090, 475B.100 and 475B.105 on the last business day of the cal-

endar quarter preceding the date of the transfer for premises located in each county compared to the number of licenses held pursuant to ORS 475B.090, 475B.100 and 475B.105 on the last business day of that calendar quarter for all premises in this state.

(c) Eighty percent of the moneys in the Oregon Marijuana Account must be used as follows:

(A) Forty percent of the moneys in the account must be used solely for purposes for which moneys in the State School Fund established under ORS 327.008 may be used;

(B) Twenty percent of the moneys in the account must be used solely for *[purposes for which moneys in the Mental Health Alcoholism and Drug Services Account established under ORS 430.380 may be used]* **mental health treatment or for alcohol and drug abuse prevention, early intervention and treatment;**

(C) Fifteen percent of the moneys in the account must be used solely for purposes for which moneys in the State Police Account established under ORS 181A.020 may be used; and

(D) Five percent of the moneys in the account must be used solely for purposes related to alcohol and drug abuse prevention, early intervention and treatment services.

(4)(a) A city that has an ordinance prohibiting the establishment of a premises for which issuance of a license under ORS 475B.070, 475B.090, 475B.100 or 475B.105 is required is not eligible to receive transfers of moneys under subsection (3)(b)(A) of this section.

(b) A county that has an ordinance prohibiting the establishment of a premises for which issuance of a license under ORS 475B.070 is required is not eligible to receive transfers of moneys under subsection (3)(b)(B)(i) of this section.

(c) A county that has an ordinance prohibiting the establishment of a premises for which issuance of a license under ORS 475B.090, 475B.100 or 475B.105 is required is not eligible to receive transfers of moneys under subsection (3)(b)(B)(ii) of this section.

(5) In a form and manner prescribed by the Oregon Liquor Control Commission, each city and county in this state shall certify with the commission whether the city or county has an ordinance prohibiting the establishment of a premises for which issuance of a license under ORS 475B.070, 475B.090, 475B.100 or 475B.105 is required. If a city fails to comply with this subsection, the city is not eligible to receive transfers of moneys under subsection (3)(b)(A) of this section. If a county fails to comply with this subsection, the county is not eligible to receive transfers of moneys under subsection (3)(b)(B) of this section.

SECTION 2. ORS 475B.759, as amended by section 1 of this 2018 Act, is amended to read:

475B.759. (1) There is established the Oregon Marijuana Account, separate and distinct from the General Fund.

(2) The account shall consist of moneys transferred to the account under ORS 475B.760.

(3)(a) The Department of Revenue shall certify quarterly the amount of moneys available in the Oregon Marijuana Account.

(b) Subject to subsection (4) of this section, the department shall transfer quarterly 20 percent of the moneys in the Oregon Marijuana Account as follows:

(A) Ten percent of the moneys in the account must be transferred to the cities of this state in the following shares:

(i) Seventy-five percent of the 10 percent must be transferred in shares that reflect the population of each city of this state that is not exempt from this paragraph pursuant to subsection (4)(a) of this section compared to the population of all cities of this state that are not exempt from this paragraph pursuant to subsection (4)(a) of this section, as determined by Portland State University under ORS 190.510 to 190.610, on the date immediately preceding the date of the transfer; and

(ii) Twenty-five percent of the 10 percent must be transferred in shares that reflect the number of licenses held pursuant to ORS 475B.070, 475B.090, 475B.100 and 475B.105 on the last business day of the calendar quarter preceding the date of the transfer for premises located in each city compared to the number of licenses held pursuant to ORS 475B.070, 475B.090, 475B.100 and 475B.105 on the last business day of that calendar quarter for all premises in this state located in cities; and

(B) Ten percent of the moneys in the account must be transferred to counties in the following shares:

2017 ORS 430.620¹

Establishment of community mental health and developmental disabilities programs by one or more counties

- (1) The county court or board of county commissioners, or its representatives designated by it for the purpose, of any county, on behalf of the county, may:
 - (a) By contract with and subject to the rules of the Department of Human Services, establish and operate, or contract with a public agency or private corporation for, a community developmental disabilities program.
 - (b) In conformity with the rules of the Oregon Health Authority, establish and operate, or contract with a public agency or private corporation for, a community mental health program.
 - (c) Cooperate, coordinate or act jointly with any other county or counties or any appropriate officer or agency of such counties in establishing and operating or contracting for a community mental health program or community developmental disabilities program to service all such counties in conformity with the regulations of the department or the authority.
 - (d) Expend county moneys for the purposes referred to in paragraph (a), (b) or (c) of this subsection.
 - (e) Accept and use or expend property or moneys from any public or private source made available for the purposes referred to in paragraph (a), (b) or (c) of this subsection.
- (2) All officers and agencies of a county, upon request, shall cooperate insofar as possible with the county court or board of county commissioners, or its designated representatives, in conducting programs and carrying on and coordinating activities under subsection (1) of this section. [1961 c.706 §39; 1973 c.639 §2; 1981 c.750 §2; 1989 c.116 §10; 2009 c.595 §507; 2013 c.36 §30]

¹ Legislative Counsel Committee, *CHAPTER 430—Mental Health; Developmental Disabilities; Substance Abuse Treatment Programs*,

https://www.oregonlegislature.gov/bills_laws/ors/ors430.html (2017) (last accessed Mar. 30, 2018).

2017 ORS 430.630¹

Services to be provided by community mental health programs

- **local mental health authorities**
- **local mental health services plan**

- (1) In addition to any other requirements that may be established by rule by the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide the following basic services to persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers:
 - (a) Outpatient services;
 - (b) Aftercare for persons released from hospitals;
 - (c) Training, case and program consultation and education for community agencies, related professions and the public;
 - (d) Guidance and assistance to other human service agencies for joint development of prevention programs and activities to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence; **and**
 - (e) Age-appropriate treatment options for older adults.

- (2) As alternatives to state hospitalization, it is the responsibility of the community mental health program to ensure that, subject to the availability of funds, the following services for persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers, are available when needed and approved by the Oregon Health Authority:
 - (a) Emergency services on a 24-hour basis, such as telephone consultation, crisis intervention and prehospital screening examination;
 - (b) Care and treatment for a portion of the day or night, which may include day treatment centers, work activity centers and after-school programs;
 - (c) Residential care and treatment in facilities such as halfway houses, detoxification centers and other community living facilities;

- (d) Continuity of care, such as that provided by service coordinators, community case development specialists and core staff of federally assisted community mental health centers;
 - (e) Inpatient treatment in community hospitals; **and**
 - (f) Other alternative services to state hospitalization as defined by the Oregon Health Authority.
- (3) In addition to any other requirements that may be established by rule of the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide or ensure the provision of the following services to persons with mental or emotional disturbances:
- (a) Screening and evaluation to determine the client's service needs;
 - (b) Crisis stabilization to meet the needs of persons with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for persons involved in involuntary commitment procedures;
 - (c) Vocational and social services that are appropriate for the client's age, designed to improve the client's vocational, social, educational and recreational functioning;
 - (d) Continuity of care to link the client to housing and appropriate and available health and social service needs;
 - (e) Psychiatric care in state and community hospitals, subject to the provisions of subsection (4) of this section;
 - (f) Residential services;
 - (g) Medication monitoring;
 - (h) Individual, family and group counseling and therapy;
 - (i) Public education and information;
 - (j) Prevention of mental or emotional disturbances and promotion of mental health;
 - (k) Consultation with other community agencies;
 - (L) Preventive mental health services for children and adolescents, including primary prevention efforts, early identification and early intervention

services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral and cognitive disorders in children. As used in this paragraph:

- (A) "Early identification" means detecting emotional disturbance in its initial developmental stage;
- (B) "Early intervention services" for children at risk of later development of emotional disturbances means programs and activities for children and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; **and**
- (C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop; **and**

(m) Preventive mental health services for older adults, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional and behavioral disorders and suicide attempts in older adults. As used in this paragraph:

- (A) "Early identification" means detecting emotional disturbance in its initial developmental stage;
- (B) "Early intervention services" for older adults at risk of development of emotional disturbances means programs and activities for older adults and their families that promote conditions, opportunities and experiences that encourage and maintain emotional stability, self-sufficiency and increased personal competence and that deter suicide; **and**
- (C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

(4) A community mental health program shall assume responsibility for psychiatric care in state and community hospitals, as provided in subsection (3)(e) of this section, in the following circumstances:

- (a) The person receiving care is a resident of the county served by the program. For purposes of this paragraph, "resident" means the resident of a county in which the person maintains a current mailing address or, if the person does not maintain a current mailing address within the state, the county in which the person is found, or the county in which a court-committed person with a mental illness has been conditionally released.
 - (b) The person has been hospitalized involuntarily or voluntarily, pursuant to ORS 426.130 (Court determination of mental illness) or 426.220 (Voluntary admission), except for persons confined to the Secure Child and Adolescent Treatment Unit at Oregon State Hospital, or has been hospitalized as the result of a revocation of conditional release.
 - (c) Payment is made for the first 60 consecutive days of hospitalization.
 - (d) The hospital has collected all available patient payments and third-party reimbursements.
 - (e) In the case of a community hospital, the authority has approved the hospital for the care of persons with mental or emotional disturbances, the community mental health program has a contract with the hospital for the psychiatric care of residents and a representative of the program approves voluntary or involuntary admissions to the hospital prior to admission.
- (5) Subject to the review and approval of the Oregon Health Authority, a community mental health program may initiate additional services after the services defined in this section are provided.
- (6) Each community mental health program and the state hospital serving the program's geographic area shall enter into a written agreement concerning the policies and procedures to be followed by the program and the hospital when a patient is admitted to, and discharged from, the hospital and during the period of hospitalization.
- (7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.
- (8)

A community mental health program may request and the authority may grant a waiver regarding provision of one or more of the services described in subsection (3) of this section upon a showing by the county and a determination by the authority that persons with mental or emotional disturbances in that county would be better served and unnecessary institutionalization avoided.

- (9)** (a) As used in this subsection, "local mental health authority" means one of the following entities:
- (A)** The board of county commissioners of one or more counties that establishes or operates a community mental health program;
 - (B)** The tribal council, in the case of a federally recognized tribe of Native Americans that elects to enter into an agreement to provide mental health services; or
 - (C)** A regional local mental health authority comprising two or more boards of county commissioners.
- (b)** Each local mental health authority that provides mental health services shall determine the need for local mental health services and adopt a comprehensive local plan for the delivery of mental health services for children, families, adults and older adults that describes the methods by which the local mental health authority shall provide those services. The purpose of the local plan is to create a blueprint to provide mental health services that are directed by and responsive to the mental health needs of individuals in the community served by the local plan. A local mental health authority shall coordinate its local planning with the development of the community health improvement plan under ORS 414.627 (Community advisory councils) by the coordinated care organization serving the area. The Oregon Health Authority may require a local mental health authority to review and revise the local plan periodically.
- (c)** The local plan shall identify ways to:
- (A)** Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;
 - (B)** Maximize resources for consumers and minimize administrative expenses;
 - (C)**

Provide supported employment and other vocational opportunities for consumers;

- (D) Determine the most appropriate service provider among a range of qualified providers;
 - (E) Ensure that appropriate mental health referrals are made;
 - (F) Address local housing needs for persons with mental health disorders;
 - (G) Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of care or components of the system of care;
 - (H) Provide peer support services, including but not limited to drop-in centers and paid peer support;
 - (I) Provide transportation supports; **and**
 - (J) Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.
- (d) When developing a local plan, a local mental health authority shall:
- (A) Coordinate with the budgetary cycles of state and local governments that provide the local mental health authority with funding for mental health services;
 - (B) Involve consumers, advocates, families, service providers, schools and other interested parties in the planning process;
 - (C) Coordinate with the local public safety coordinating council to address the services described in paragraph (c)(J) of this subsection;
 - (D) Conduct a population based needs assessment to determine the types of services needed locally;
 - (E) Determine the ethnic, age-specific, cultural and diversity needs of the population served by the local plan;
 - (F)

Describe the anticipated outcomes of services and the actions to be achieved in the local plan;

(G) Ensure that the local plan coordinates planning, funding and services with:

(i) The educational needs of children, adults and older adults;

(ii) Providers of social supports, including but not limited to housing, employment, transportation and education; **and**

(iii) Providers of physical health and medical services;

(H) Describe how funds, other than state resources, may be used to support and implement the local plan;

(I) Demonstrate ways to integrate local services and administrative functions in order to support integrated service delivery in the local plan; **and**

(J) Involve the local mental health advisory committees described in subsection (7) of this section.

(e) The local plan must describe how the local mental health authority will ensure the delivery of and be accountable for clinically appropriate services in a continuum of care based on consumer needs. The local plan shall include, but not be limited to, services providing the following levels of care:

(A) Twenty-four-hour crisis services;

(B) Secure and nonsecure extended psychiatric care;

(C) Secure and nonsecure acute psychiatric care;

(D) Twenty-four-hour supervised structured treatment;

(E) Psychiatric day treatment;

(F) Treatments that maximize client independence;

(G) Family and peer support and self-help services;

(H) Support services;

(I) Prevention and early intervention services;

(J) Transition assistance between levels of care;

(K) Dual diagnosis services;

- (L) Access to placement in state-funded psychiatric hospital beds;
 - (M) Precommitment and civil commitment in accordance with ORS chapter 426; **and**
 - (N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.
- (f) In developing the part of the local plan referred to in paragraph (c)(J) of this subsection, the local mental health authority shall collaborate with the local public safety coordinating council to address the following:
- (A) Training for all law enforcement officers on ways to recognize and interact with persons with mental illness, for the purpose of diverting them from the criminal and juvenile justice systems;
 - (B) Developing voluntary locked facilities for crisis treatment and follow-up as an alternative to custodial arrests;
 - (C) Developing a plan for sharing a daily jail and juvenile detention center custody roster and the identity of persons of concern and offering mental health services to those in custody;
 - (D) Developing a voluntary diversion program to provide an alternative for persons with mental illness in the criminal and juvenile justice systems; **and**
 - (E) Developing mental health services, including housing, for persons with mental illness prior to and upon release from custody.
- (g) Services described in the local plan shall:
- (A) Address the vision, values and guiding principles described in the Report to the Governor from the Mental Health Alignment Workgroup, January 2001;
 - (B) Be provided to children, older adults and families as close to their homes as possible;
 - (C) Be culturally appropriate and competent;
 - (D) Be, for children, older adults and adults with mental health needs, from providers appropriate to deliver those services;

- (E) Be delivered in an integrated service delivery system with integrated service sites or processes, and with the use of integrated service teams;
 - (F) Ensure consumer choice among a range of qualified providers in the community;
 - (G) Be distributed geographically;
 - (H) Involve consumers, families, clinicians, children and schools in treatment as appropriate;
 - (I) Maximize early identification and early intervention;
 - (J) Ensure appropriate transition planning between providers and service delivery systems, with an emphasis on transition between children and adult mental health services;
 - (K) Be based on the ability of a client to pay;
 - (L) Be delivered collaboratively;
 - (M) Use age-appropriate, research-based quality indicators;
 - (N) Use best-practice innovations; **and**
 - (O) Be delivered using a community-based, multisystem approach.
- (h) A local mental health authority shall submit to the Oregon Health Authority a copy of the local plan and revisions adopted under paragraph (b) of this subsection at time intervals established by the Oregon Health Authority. [1961 c.706 §40; 1973 c.639 §3; 1981 c.750 §3; 1985 c.740 §17; 1987 c.903 §37; 1991 c.777 §2; 1995 c.79 §219; 2001 c.899 §1; 2003 c.553 §5; 2003 c.782 §1; 2005 c.22 §297; 2005 c.691 §2; 2007 c.70 §230; 2009 c.595 §508; 2009 c.856 §§14,23; 2011 c.720 §§171,172; 2012 c.37 §101; 2013 c.640 §§3,4]

¹ Legislative Counsel Committee, *CHAPTER 430—Mental Health; Developmental Disabilities; Substance Abuse Treatment Programs*, https://www.oregonlegislature.gov/bills_laws/ors/ors430.html (2017) (last accessed Mar. 30, 2018).

**CONTRACT BETWEEN MORROW COUNTY
AND
COMMUNITY COUNSELING SOLUTIONS, INC**

This Contract, made and entered into by and between **MORROW COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," and **COMMUNITY COUNSELING SOLUTIONS, INC.**, a non-profit corporation, incorporated under the laws of the State of Oregon, hereinafter referred to as "Provider."

WHEREAS, County desires to provide adequate access to effective mental health, developmental disability and alcohol and drug abuse treatment services for those citizens of Morrow County in need of said services; and

WHEREAS, County is authorized, pursuant to ORS 430.620 as the Local Mental Health Authority, to provide for the range of mental health, developmental disability and alcohol and drug abuse treatment services described in ORS 430.630, and

WHEREAS, County has entered into the 2017 – 2019 County Financial Assistance Contract with the Oregon Health Authority, hereinafter referred to as "OHA," to receive funding to obtain necessary services by contracting with a provider of said services; and

WHEREAS, County desires to meet these obligations through subcontract with a person or entity capable and qualified to provide the services required of County in its agreement with OHA; and

WHEREAS, Contractor has demonstrated that it has the skill, expertise and qualifications to provide the services required of County in said Agreement, upon the terms and conditions set out below; and

WHEREAS, it is in the intention of the parties that Provider shall assume and perform and be responsible for all of the duties and obligations to be performed by County under this Agreement to the fullest extent possible; and

WHEREAS, Provider has available, or can cause to be made available, the facilities and staff required for the performance of said services; now, therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

A. PROVIDER REPRESENTATIONS

- 1 Proof of Certification: Provider shall submit to County all necessary licenses, certificates and letters of approval relating to Provider's qualifications to perform the services which are to be provided under the terms of this Agreement.
- 2 Compliance with Regulations: Provider agrees to comply with the rules and regulations of County and with the applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Agreement.

- 3 Independent Contractor: Provider agrees that it is an independent contractor and not an agent of the State of Oregon, Department, or County.
- 4 Legal Compliance: Provider shall comply with all applicable federal, state, and local laws including, but not limited to, all applicable federal and state statutes, rules and regulations.
- 5 Hold Harmless: Provider shall defend, save, and hold harmless that State of Oregon, Department, County, 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 Provider, including, but not limited to, the activities of Provider of its officers, employees, subcontractors or agents under this Agreement.
- 6 Automobile Insurance: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of this Agreement, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
- 7 Liability Insurance: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of this Agreement, comprehensive or commercial general liability insurance coverage, bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this Agreement. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000 when applied.
- 8 Workers' Compensation Insurance: Provider, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their workers. This shall include employers' liability insurance with coverage limits of not less than \$100,000 each incident. Providers who perform the work without the assistance of labor or any employee need not obtain such coverage.
9. Certificate of Insurance: Provider shall name the State of Oregon, Department, County and their divisions, officers and employees as additional insureds on any insurance policies required herein with respect to Provider's activities performed under this 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. Provider shall forward a copy of the certificate(s) of insurance to County prior to commencement of services under this Agreement. Additionally, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

- 10 Non-discrimination: Provider shall make available such necessary mental health services to the citizens of County without discrimination based upon age, sex, race, color, creed, national origin, marital status or physical/mental disabilities.
- 11 Other Contracts: Provider may make contracts with such other corporations or individuals as can effectively provide portions of the community mental health program, and monitor these contracts to assure contract compliance, adequacy of services and compliance with applicable county, state and federal laws and regulations.
- 12 Financial Audit: Provider shall provide County with a financial review providing County specific supplementary information in relation to financial statements as a whole.

B. PROVIDER COVENANTS

- 1 Financial Assistance Contract: Provider shall comply with all applicable provisions of that certain 2017-2019 County Financial Assistance Contract, between the State of Oregon acting by and through its Oregon Health Authority and Morrow County. Provider shall specifically comply with the relevant portions of said Contract, which are attached to this Agreement as Exhibit A.
- 2 Scope of Services: Provider shall comply with the following provisions of ORS 430.630:
 - a. Provide basic services for persons with mental retardation, alcohol abuse, alcoholism, drug abuse and drug dependence;
 - b. Provide services as alternatives to state hospitalization, when needed and approved by Department and subject to the availability of funds;
 - c. Provide services to persons with mental or emotional disturbances, subject to the availability of funds;
 - d. Assume responsibility for psychiatric care in state and community hospitals in certain circumstances; and
 - e. Enter into a written contract concerning the policies and procedures to be followed when a patient is admitted to and discharged from the hospital during the period of hospitalization.

- 3 Report at least semi-annually to the Mental Health Advisory Board and regularly to the Board of Commissioners the types of service provided and the number of people who have received such services, together with such other information as is reasonably requested.
- 4 Service Elements: Provider shall deliver the following Service Elements as per the descriptions in that certain 2015-2017 Financial Assistance Agreement, between the State of Oregon, acting by and through its Oregon Health Authority, and Morrow County, Exhibit B, attached hereto and by this reference incorporated herein.
- 5 Commitment Services: Provider shall carry out the responsibilities of the community mental health program under ORS 426.060 through 426.223 (involuntary treatment). It is understood Provider shall undertake and have the responsibility of preparing petitions and other court documents incidental to the commitment proceedings; provided pre-commitment consultation, evaluation and related services, schedule mental illness hearings in cooperation with the Morrow County Court and provide such further services in the involuntary treatment of individuals after commitment as may be provided on an outpatient basis. The services outlined in this paragraph are to be performed only if there is available funding from the State, County or other sources to enable Provider to provide such services.

C. COUNTY COVENANTS

- 1 Schedule of payment: If any of the funds are received by County, County shall be remitted to Provider upon receipt of funds from Department. This shall occur on a monthly basis.
- 2 Payment of Funds: County shall direct OHA to provide all funds pursuant to this Agreement directly to Provider. County shall provide payment of any funds received from OHA to Provider for services pursuant to this Agreement within ten (10) calendar days following receipt by County of such funds. Any new revenue per Intergovernmental Agreements or modifications for a new service element provided by Provider becomes a part of this Agreement.
- 3 Holding and Transportation: Per ORS 426.241 it will remain the responsibility of County to provide for pre-commitment holding and transportation costs in excess of \$10,000 per year of allegedly mentally ill persons and to provide court personnel, including assistance of the District Attorney at court commitment hearings.
- 4 Maintenance of Effort: Subject to review, and to the procedures contained herein for the refining of the arrangements hereby made for the provisions of mental health services to the citizens of Morrow County, and to the local budget law, County declares its intention

to maintain its funding of mental health services to Provider, subject to availability of Federal, State and County funds.

5. Other Contracts: County may negotiate contracts with other agencies and organizations, including the State of Oregon, and receive and disburse all funds necessary to the operation of the community mental health program.

D. TERMINATION

- 1 Termination: All or part of this Contract may be terminated by mutual consent of both parties.
- 2 County Termination: County may terminate all or part of the Contract for cause as follows:
 - a. With sixty (60) days notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for provision under this Contract.
 - b. Upon notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law or regulation to be held by Provider to provide a service specified under this Agreement.
 - c. With sixty 60 days notice if Provider fails to provide services or substantially fails to meet any performance standard as specified by County in this Agreement or subsequent modifications of this Agreement within the time specified herein.
 - d. Upon notice, if County has evidence that the Provider has endangered or is endangering the health and safety of clients, staff or the public.
 - e. Prior to termination of this Agreement, Provider shall be given a reasonable opportunity to refute the findings and/or to correct the problem within a reasonable time period.
- 3 Recovery of Property: In the event this Agreement is terminated, Provider shall dispose of any property formerly belonging to County in the manner provided for in the Articles of Incorporation of Provider.

E. GENERAL PROVISIONS

- 1 Effective Date: This Contract is effective July 1, 2017. This Contract shall expire on June 30, 2019. While the signing of this contract may occur after July 1, 2017, the effective date as agreed by all parties shall be July 1, 2017.
- 2 Assignment: No portion of this Agreement shall be assigned by Provider without the prior written consent of County.

- 3 Settlement of Disputes: Differences between Provider and County, or between providers, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Provider's Executive Director will have ultimate responsibility for resolution of disputes among sub-contractor agencies.

- 4 Attorneys' Fees: In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses costs and disbursements for said action, suit, proceeding or appeal

PROVIDER

COMMUNITY COUNSELING SOLUTIONS INC.

Kimberly Lindsay, CFO - For
 Kimberly Lindsay

Date: 7/5/2017

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: July 5, 2017

ATTEST

Bobbi A. Childers
 County Clerk



Melissa Lindsay
 Chair

Don Russell
 Commissioner

Jim Doherty
 Commissioner

APPROVED AS TO FORM

John Nelson
 County Counsel
 OCB 01796



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

(For BOC Use)
 Item #
 5b

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

Staff Contact: Darrell Green

Phone Number (Ext):

Department:

Requested Agenda Date: 06/20/2018

Short Title of Agenda Item: Human Resources job descriptions and wage scale

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: 10 minutes |
| <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:

_____	Department Head	Required for all BOC meetings
DATE		
Darrell J Green	6/18/2018	Admin. Officer/BOC Office Required for all BOC meetings
DATE		
_____	County Counsel	*Required for all legal documents
DATE		
_____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
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):

Due to the tight labor market, we decided to recruit for a HR Director or a HR Manager to fill the Human Resource position. This required us to update the HR Director's job description to include supervision of an employee. This additional responsibility moves the position from a pay range 21 to a 23.

We created a job description for the new HR Manager position. A few notable differences; 1) this position will report to the Finance Director, 2) it will not have supervisory responsibilities and 3) has a lower education and work experience criteria. The pay range for the HR Manager position is 16.

2. FISCAL IMPACT:

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

1. Motion to approve the updated Human Resource Director's job description.
2. Motion to approve the Human Resource Director's pay range of 23.
3. Motion to approve the new job description for a Human Resource Manager.
4. Motion to approve the Human Resource Manager's pay range of 16.

Attach additional background documentation as needed.

JOB DESCRIPTION

Date Prepared: June 2018

Position Title: Human Resources Manager

Department: Finance

Supervisor: Finance Director

Position Overview: Under the supervision of the Finance Director, the Human Resources Manager works as an integral member of the County Management Team dealing with all aspects of Human Resources. Conducts specific research projects, prepares reports and recommendations and performs related work as required. Provides guidance to all elected and appointed department heads. Provides administrative oversight for Human Resources programs, services and activities including employee relations, recruitment, benefits and compensation analysis.

Reporting Positions:

Working Environment: Work is performed primarily in County offices and regularly includes travel to all other county facilities.

Qualifications:

1. Education and Experience - Associate Degree in human resources, public administration or a related field and two years of public sector Human Resources experience.
2. Equipment used - Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
3. Knowledge and ability to use accepted human resource theories, techniques and practices in the administration of the personnel system.
4. Skill and ability to establish and maintain effective working relationships with department heads, elected officials and county employees.
5. Ability to make independent decisions and solve problems pertaining to human resources.
6. The ability to learn and utilize the software necessary to perform all tasks.
7. The ability to explain complex issues in situations which are sometimes adversarial.
8. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
10. Ability to learn and implement County procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Job Duty Outline:

- I. Manage the human resource systems of Morrow County.
 - A. Develop, maintain and manage the personnel policies.
 - 1. Recommend new policies to Finance Director as needed.
 - 2. Communicate changes in policy to management and employees.
 - 3. Interpret policies for management and employees.
 - B. Maintain personnel files for all County employees.
 - C. Develop and modify job descriptions for all County positions.
 - D. Administer drug testing program.
 - E. Provide assistance, collaboration and consultation to department heads and supervisors.
 - 1. Personnel problems, including discipline issues.
 - 2. Staffing needs.
 - 3. Performance Appraisals
 - 4. Identify and develop training requirements
 - F. Manage benefits functions. Recommend changes and updates as needed. Stay up to date on current and proposed legislation that will affect employees and their benefits. Assure all reporting for benefits is completed in a timely manner.
 - 1. Health Insurance
 - 2. Disability Insurances
 - 3. Retirement Program
 - G. Manage Workers Compensation program. File claims as needed and follow up. Participate in Safety Committee and encourage safety programs for supervisors and employees. Assure reporting is completed in a timely manner.
- II. Manage and maintain the County compensation program.
 - A. Manage and maintain the classification system.
 - 1. Facilitate and guide classification process.
 - 2. Communicate results to employee, supervisor, union and/or BOC.
 - 3. Assist with appeals process.
 - B. Conduct market research on salary and benefits and compile, analyze and apply the results.
 - C. Calculate salaries for new and modified positions.
- III. Manage and assist with the recruitment and selection of County employees.
 - A. Coordinate recruiting plan with supervisor for specific positions, as required.
 - B. Assist managers with establishment and approval of new positions.
 - C. Prepare recruitment announcements for position vacancies.
 - D. Send out and receive job application forms.
 - E. Develop screening criteria (minimum qualifications, requisite license, certification, degree, etc.)

- F. Develop applicant testing processes.
 - 1. Establish cut-off scores.
 - 2. Establish other testing requirements as needed such as drug testing, physicals, CDL testing, etc.
 - G. Manage the personal interview process, including development of interview forms, and preparation of interview panel members.
 - H. Coordinate the hire (job offer, rejection letters, hire date).
 - I. Conduct new employee orientations.
- IV. Other Functions
- A. Coordinate special projects at the direction of the Finance Director.
 - B. Attends BOC meetings as requested.
 - C. Any employee may be required by their manager to perform any of the duties described in their position description, and other duties which may be necessary or desirable and for which they are qualified.
 - D. Respond to difficult and sensitive public inquires and complaints and assist with resolutions and alternative recommendations.
 - E. Reviews and signs all Payroll Change and Personnel Action forms.
- V. Department Organization
- A. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - B. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

Essential Job Functions:

Physical:

- 1. Occasional lifting of heavy files, office re-arrangement.
- 2. Occasional driving required.
- 3. Ability to operate a personal computer and personal electronic devices to retrieve and enter data and information.
- 4. Regular and predictable attendance.
- 5. Ability to sit for extended periods of time.

Mental:

- 1. Ability to handle stressful situations when interacting with the public and/or County employees.
- 2. Ability to think pro-actively in employee relations and anticipation of needs.
- 3. Ability to read, write and comprehend English.
- 4. Ability to perform basic math functions.
- 5. Ability to comprehend complex issues and commit these issues to writing.
- 6. Ability to maintain confidentiality.

JOB DESCRIPTION

Date Prepared: June 2015
Updated August 2017
Updated June 2018

Position Title: Human Resources Director
(Previously Executive Secretary/Personnel Director)

Department: Human Resources

Supervisor: County Administrator

Position Overview: Under the limited supervision of the County Administrator, the Human Resources Director works as an integral member of the County Management Team dealing with all aspects of Human Resources. Represents the Board of Commissioners (BOC) in contract negotiations and at various meetings; conducts specific research projects, prepares reports and recommendations and performs related work as required. Provides guidance to all elected and appointed department heads. Assumes full management responsibility for all Human Resources programs, services and activities including employee and labor relations, recruitment, benefits and compensation analysis.

Reporting Positions:

Working Environment: Work is performed primarily in County offices and regularly includes travel to all other county facilities.

Qualifications:

1. Education and Experience - Bachelor Degree in human resources, public administration or a related field, and three years of public sector Human Resources experience. Additional Human Resources experience may be substituted for degree.
2. Equipment used - Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
3. Knowledge and ability to use accepted human resource theories, techniques and practices in the administration of the personnel system.
4. Skill and ability to establish and maintain effective working relationships with department heads, elected officials and county employees.
5. Ability to make independent decisions and solve problems pertaining to human resources.
6. The ability to learn and utilize the software necessary to perform all tasks.
7. The ability to explain complex issues in situations which are sometimes adversarial.

8. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
10. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Job Duty Outline:

- I. Manage the human resource systems of Morrow County.
 - A. Develop, maintain and manage the personnel policies.
 1. Recommend new policies to BOC as needed.
 2. Communicate changes in policy to management and employees.
 3. Interpret policies for management, employees and union representatives.
 - B. Maintain personnel files for all County employees.
 - C. Develop and modify job descriptions for all County positions.
 - D. Administer drug testing program.
 - E. Provide assistance, collaboration and consultation to department heads and supervisors.
 1. Personnel problems, including discipline issues.
 2. Staffing needs.
 3. Performance Appraisals
 4. Identify and develop training requirements
 - F. Manage and process all Payroll and benefits functions. Recommend changes and updates as needed. Stay up to date on current and proposed legislation that will affect employees and their benefits. Assure all reporting for payroll and benefits is completed in a timely manner.
 1. Payroll
 2. Health Insurance
 3. Disability Insurances
 4. Retirement Program
 - G. Manage Workers Compensation program. File claims as needed and follow up. Participate in Safety Committee and encourage safety programs for supervisors and employees. Assure reporting is completed in a timely manner.
- II. Manage and maintain the county compensation program.
 - A. Manage and maintain the classification system.
 1. Convene Classification Committee meetings.
 2. Facilitate and guide classification process.
 3. Communicate results to employee, supervisor, union and/or BOC.
 4. Assist with appeals process.
 - B. Conduct market research on salary and benefits and compile, analyze and apply the results.
 - C. Calculate salaries for new and modified positions.

- D. Prepare salary scales and submit to Finance Department.
- E. Explain needed salary adjustments to BOC and Budget Committee and recommend changes as needed.
- F. Convene Compensation Board and prepare materials for their review of elected official salaries.

III. Manage and assist with the recruitment and selection of county employees.

- A. Coordinate recruiting plan with supervisor for specific positions, as required.
- B. Assist managers with establishment and approval of new positions.
- C. Prepare recruitment announcements for position vacancies.
- D. Send out and receive job application forms.
- E. Develop screening criteria (minimum qualifications, requisite license, certification, degree, etc.)
- F. Develop applicant testing processes.
 - 1. Establish cut-off scores.
 - 2. Establish other testing requirements as needed such as drug testing, physicals, CDL testing, etc.
- G. Manage the personal interview process, including development of interview forms, and preparation of interview panel members.
- H. Coordinate the hire (job offer, rejection letters, hire date).
- I. Conduct new employee orientations.

IV. Manage labor relations

- A. Conduct union negotiations
 - 1. Develop and plan management negotiation strategies with labor attorney, affected supervisors and BOC.
 - 2. Coordinate negotiation meetings with negotiator, management team members and labor representatives.
 - 3. Plan and coordinate fiscal impact of proposals with Finance Department staff.
 - 4. Prepare documentation of negotiation sessions, tentative agreements, requests for mediation, final contracts and other documents as needed.
 - 5. Conduct research or surveys of labor trends and customs as needed.
- B. Respond to and manage the grievance procedure.
- C. Respond to all labor questions, complaints and issues raised by employees or management.
- D. Communicate with labor representatives on issues as needed.
- E. Administer all labor agreements.

V. Department Supervision

- A. Selects, trains, motivates, directs and evaluates employee performance.

- B. Maintains personnel records within the department.
- C. Provides or coordinates staff training.
- D. Works with employees to correct deficiencies.
- E. Respond to staff questions and concerns.

VI. Other Functions

- A. Coordinate special projects at the direction of the BOC.
- B. Attends BOC meetings as requested.
- C. Prepare and maintain the Human Resources budget.
- D. Any employee may be required by their manager to perform any of the duties described in their position description, and other duties which may be necessary or desirable and for which they are qualified.
- E. Respond to difficult and sensitive public inquires and complaints and assist with resolutions and alternative recommendations.
- F. Reviews and signs all Payroll Change and Personnel Action forms.

VII. Department Organization

- A. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
- B. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

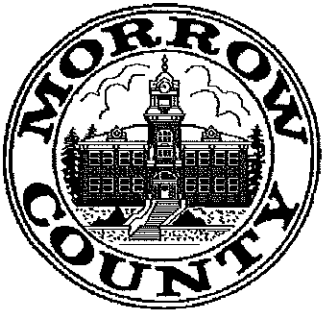
Essential Job Functions:

Physical:

1. Occasional lifting of heavy files, office re-arrangement.
2. Occasional driving required.
3. Ability to operate a personal computer and personal electronic devices to retrieve and enter data and information.
4. Regular and predictable attendance.
5. Ability to sit for extended periods of time.

Mental:

1. Ability to handle stressful situations when interacting with the public and/or County employees.
2. Ability to think pro-actively in employee relations and anticipation of needs.
3. Ability to read, write and comprehend English.
4. Ability to perform basic math functions.
5. Ability to comprehend complex issues and commit these issues to writing.
6. Ability to maintain confidentiality.



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

DATE: June 18, 2018
TO: Morrow County Board of Commissioners
FROM: Karen Wolff, Human Resources Director
RE: Human Resources Director
Human Resources Manager

A handwritten signature in black ink that reads "Karen Wolff".

In an effort to provide alternatives while recruiting for the Human Resources Director position, the Human Resources Manager position has been created.

The Human Resources Director would be a Department Director and would supervise staff. The Director will report to the County Administrator and will manage the Compensation Committee process and be visible with the Board of Commissioners.

The Human Resources Manager will be a part of the Finance Department and will report to the Finance Director. The Manager will not have the same responsibility or authority as the Director position. As the Manager gains experience and training they may eventually progress to the Director position.

The current Human Resources Director wage evaluation does not include supervision of employees. Supervision has been added as well as evaluation of other factors. This has changed the wage from Pay Range 21 to Pay Range 23.

Please feel free to contact me if you have any questions.

<u>Recommended Title</u>	Mental <u>LD</u> <u>PC</u>	Physical <u>PS</u> <u>Eff.</u>	Social <u>HR</u> <u>SC</u>	Envir. <u>PE</u> <u>WC</u>	Accnt. <u>AC</u> <u>IM</u>	Total Job <u>Value</u>	Skill <u>Grade</u>
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Need a technical refresher?



Click on the red triangle?

Finance Director 2017	E1	9	A2	2	B3	11	B1	2	E1	11	3078	24
Finance Director 2016	E1	9	A2	2	B3	11	B1	2	E1	11	3078	24
Mgmt Asst	D3	6	A2	2	B1	4	B1	2	B2	5	1814	14
Staff Accountant	E1	6	A3	2	B1	4	B1	2	B2	7	1892	15
Human Resources Director	E1	9	A3	2	C3	11	A3	2	E2	7	2922	23
Human Resoruces Manager w/o superv.	D1	6	A3	2	B2	7	A3	2	C1	6	1947	16

June 15, 2018 kw
Revised June 18, 2018 kw

(kw) 6/18/18

Human Resources Director **OR** **Human Resources Manager**

Morrow County is now accepting applications for a full time Human Resources Director **OR** Human Resources Manager, depending on qualifications, located in Heppner. Position is an integral member of the County Management Team dealing with all aspects of Human Resources. This is a full-time, exempt position.

Morrow County has a population of 12,000, including four (4) incorporated cities and one (1) town. Agriculture and natural resources remain a driving forces in the economy. Other growing industries add to the diversity of the economy including: food processing, energy generation, tourism and data centers. The Columbia River is the northern boundary of Morrow County affording recreational opportunities, including fishing and water sports. The southern part of the county is forested providing hunting, fishing, ATV, hiking and numerous other recreational opportunities. Morrow County boasts excellent schools with a variety of extra-curricular activities such as drama, athletics, music, and outdoor recreation. The Board of Commissioners is comprised of three (3) nonpartisan, energetic and engaged local residents. Well-developed consensus-building and communication skills are vital, and experience working closely and successfully with elected officials is highly desirable.

Human Resources Director: BS in Human Resources, Public Administration or related field and three years of public sector Human Resources experience. Additional Human Resources experience may be substituted for degree. Salary range \$6,344 - \$8,927 per month, depending on education and experience, plus excellent benefits.

Human Resources Manager: Associate Degree in Human Resources, Public Administration, or related field and two years of public sector Human Resources experience. Salary range \$4,509 - \$6,344 per month, depending on education and experience, plus excellent benefits.

The full job description, Morrow County Employment Application and Supplemental Questions may be found on the Morrow County website under the Human Resources tab.

www.co.morrow.or.us

Interested persons should send a resume, cover letter, a completed Morrow County Executive Application for Employment, and Supplemental Questions to Darrell Green, County Administrator, P.O. Box 788, Heppner OR 97836, or 541-676-2529, or dgreen@co.morrow.or.us. Open until filled, first review July 6, 2018. EOE.

*Public Posting – Please feel free to share.
Posted June 18, 2018*

Human Resources Director
Human Resources Manager
June 2018

Supplemental Questions

In order to get a better sense of your writing skills and additional insights into your experience, please answer these questions. Limit your responses to no more than a single page per question.

Supplemental Essay Questions

1. Why are you interested in this position and why is this a good time in your career to consider this position? What relevant experience do you have?
2. As a Human Resource professional how have you helped your organization promote continuous learning and employee wellness and minimize risk through best employment practices?
3. Describe your Human Resource philosophy.

Please include your responses to these questions with your application materials.

“Interested persons should send a resume, cover letter, a completed Morrow County Executive Application for Employment, and Supplemental Questions to Darrell Green, County Administrator, P.O. Box 788, Heppner OR 97836, or 541-676-2529, or dgreen@co.morrow.or.us. Open until filled, first review July 6, 2018. EOE.”

JOB DESCRIPTION

Date Prepared: June 2018

Position Title: Human Resources Manager

Department: Finance

Supervisor: Finance Director

Position Overview: Under the supervision of the Finance Director, the Human Resources Manager works as an integral member of the County Management Team dealing with all aspects of Human Resources. Conducts specific research projects, prepares reports and recommendations and performs related work as required. Provides guidance to all elected and appointed department heads. Provides administrative oversight for Human Resources programs, services and activities including employee relations, recruitment, benefits and compensation analysis.

Reporting Positions:

Working Environment: Work is performed primarily in County offices and regularly includes travel to all other county facilities.

Qualifications:

1. Education and Experience - Associate Degree in human resources, public administration or a related field and two years of public sector Human Resources experience.
2. Equipment used - Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
3. Knowledge and ability to use accepted human resource theories, techniques and practices in the administration of the personnel system.
4. Skill and ability to establish and maintain effective working relationships with department heads, elected officials and county employees.
5. Ability to make independent decisions and solve problems pertaining to human resources.
6. The ability to learn and utilize the software necessary to perform all tasks.
7. The ability to explain complex issues in situations which are sometimes adversarial.
8. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
10. Ability to learn and implement County procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Job Duty Outline:

- I. Manage the human resource systems of Morrow County.
 - A. Develop, maintain and manage the personnel policies.
 - 1. Recommend new policies to Finance Director as needed.
 - 2. Communicate changes in policy to management and employees.
 - 3. Interpret policies for management and employees.
 - B. Maintain personnel files for all County employees.
 - C. Develop and modify job descriptions for all County positions.
 - D. Administer drug testing program.
 - E. Provide assistance, collaboration and consultation to department heads and supervisors.
 - 1. Personnel problems, including discipline issues.
 - 2. Staffing needs.
 - 3. Performance Appraisals
 - 4. Identify and develop training requirements
 - F. Manage benefits functions. Recommend changes and updates as needed. Stay up to date on current and proposed legislation that will affect employees and their benefits. Assure all reporting for benefits is completed in a timely manner.
 - 1. Health Insurance
 - 2. Disability Insurances
 - 3. Retirement Program
 - G. Manage Workers Compensation program. File claims as needed and follow up. Participate in Safety Committee and encourage safety programs for supervisors and employees. Assure reporting is completed in a timely manner.
- II. Manage and maintain the County compensation program.
 - A. Manage and maintain the classification system.
 - 1. Facilitate and guide classification process.
 - 2. Communicate results to employee, supervisor, union and/or BOC.
 - 3. Assist with appeals process.
 - B. Conduct market research on salary and benefits and compile, analyze and apply the results.
 - C. Calculate salaries for new and modified positions.
- III. Manage and assist with the recruitment and selection of County employees.
 - A. Coordinate recruiting plan with supervisor for specific positions, as required.
 - B. Assist managers with establishment and approval of new positions.
 - C. Prepare recruitment announcements for position vacancies.
 - D. Send out and receive job application forms.
 - E. Develop screening criteria (minimum qualifications, requisite license, certification, degree, etc.)

I. MENTAL REQUIREMENTS

This factor measures the total capability required to learn and perform the job competently.

Learning Development refers to the level of knowledge or facts, data, principles, ideas, and other information which must be acquired, usually through a combination of formal education programs, work experience, and/or on-the-job training. It encompasses the diversity, complexity, and depth of understanding in such areas as professional fields of study, technical specialties, practical work systems, and applied work methods.

Problem Challenge refers to the application of knowledge to work situations as measured by the amount of independent reasoning and judgment which must be used to make decisions, generate ideas or produce results.

Problem Solving Challenges

1. Work situations are routine and regularly recurring, requiring attention and concentration, but limited discretion, consideration, and planning to adequately respond and carry out work activities.	2. Work situations require consideration and interpretation of circumstances or information to choose the most effective responses. Solutions may be somewhat technical yet are relatively straightforward and well-defined once problems are understood. Responses come from the realm of prior learning and experiences.	3. Work situations are of sufficient scope and variety that significant interpretation and evaluation is required to successfully recognize and define problems. Highly technical judgments and/or constructive thinking involved. Alternative solutions must be considered and short-term action plans must be developed and sequenced.	4. Work situations are broadly defined, complex and diverse, occasionally unprecedented. Problems have many dimensions to consider involving creative thinking limited in scope to related fields of specialization. Consequences must be evaluated, often through formal analytical methods, and strategies developed for action.	5. Work situations are vaguely defined and often unique in character. Problems are very complex and may be abstract, conceptual, and long-term in nature. There is a continual requirement for innovative thought and synthesis, perhaps at the theoretical level.
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	DE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Learning Development	A. Sufficient to understand simple written and oral communications. Basic understanding of simple work processes, methods or equipment. Learning development less than that required for completion of high school curriculum.	41	6 = Technical, with focus on solving one aspect at a time. More variety, interpreting variations and circumstances. Employee Relations. Recruiting. Applying labor laws.														
	B. Sufficient to read and write nontechnical information and instruction, perform basic arithmetic calculations, understand commonly used procedures and methods, or operate equipment that requires some training. Learning development equivalent to completion of high school curriculum.	81															
		82															
		83															
	C. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the equivalent of some technical or vocational training beyond high school often resulting in a certification.	01															
		02															
		03															
	D. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the completion of a formal technical/vocational curriculum often resulting in a degree.	01	D1 = Associates Degree and two years of experience.														
		02															
		03															
	E. Knowledge in a recognized professional field or technological discipline sufficient to command various principles, facts, and practical applications. Learning development is obtained by the completion of a college curriculum resulting in a bachelors degree in a specialized field; or masters degree in a narrow specialty; advanced mathematics, very advanced language development, proficient understanding of practical systems.	21															
		22															
		23															
	F. Advanced, in-depth understanding in a widely recognized field of study. Additional command of principles, facts, and practices associated with multiple specialized fields. Learning development is obtained by completion of a masters degree program or equivalent through extensive seasoning; very advanced mathematics and language development, advanced understanding of practical systems.	71															
		72															
	73																
G. Complete command and mastery of a very broad professional or scientific discipline sufficient to contribute to the body of knowledge. Additional advanced understanding of the principles, facts, and practices associated with other specialized fields. Learning development obtained by completion of Ph.D., M.D. or J.D. requirements or equivalent.	01																
	02																
	03																

II. PHYSICAL REQUIREMENTS

This factor refers to the coordinative and manipulative skills as well as the level of exertion required to perform work.

Physical Skill is measured by determining the variety and complexity of limb and body movements, the requirement for diverse sequential and simultaneous physical actions, and the need for speed, precision, or timing.

Physical Effort measures the amount, type, and continuity of effort which must be expended during the course of work activities.

Physical Effort

- | | | | |
|--|---|--|---|
| <p>1. Minimal physical exertion is required. Most job time spent sitting with occasional walking. Occasional lifting, guiding, and/or carrying of light-weight materials or equipment.</p> | <p>2. Job requires light physical effort as a part of regular work routine, such as frequent standing and walking; frequent lifting, guiding, and/or carrying of light-weight materials or equipment; occasional periods of sustained effort.</p> | <p>3. Job requires considerable and usually sustained physical effort, as in continuous movement over rough terrain or throughout precarious man-made structures; operation of physically demanding machinery, etc. Occasional heavy exertion.</p> | <p>4. Job requires very heavy physical effort, equivalent to continuous labor involving the use of heavy tools, materials, and/or equipment. Job may be characterized by highly demanding, full body exertion and strenuous lifting, carrying, pushing, pulling, etc.</p> |
|--|---|--|---|

DE → 1 2 3 4 5 6 7 8 9 10 11 12

Learning Physical Skills	<p>A. Basic level of learned physical skill is required. No special coordination beyond that used for normal mobility and handling of everyday objects and materials is needed to perform the job satisfactorily.</p>	A1	2 = Sedentary. Ordinary ambulatory.											
		A2												
		A3	A3 = Some speed or timing. Keyboarding.											
	<p>B. Some learned physical skill is required. Certain coordinated finger, limb, or body movements must be performed in the course of regular work routines. These can usually be learned and competency developed on the job over a relatively short period of time.</p>	B1												
		B2												
		B3												
	<p>C. Considerable learned physical skill is required. Job requires coordinated physical activities, usually learned through formal and detailed training combined with considerable practice. Speed, precision, and/or timing are important and difficult to achieve. Body movement sequences tend to be involved and somewhat diverse. Skilled physical trade.</p>	C1												
		C2												
		C3												
	<p>D. Job requires a very high degree of physical skill. Complex and diverse sequences of physical action are performed as a significant and essential part of the job. Body movements must often be reflex-like in response to subtle stimuli that must be accurately perceived or changing environmental conditions which must be accurately tracked. Exceptional speed, timing, and/or precision are critical.</p>	D1												
		D2												
		D3												

III. HUMAN RELATIONS REQUIREMENTS

This factor measures the importance and difficulty of the human relations interactions needed to perform the job.

Level of Human Relations refers to the depth of communication skills and human relations abilities which are necessary to achieve work results. It refers to elements such as the level of effectiveness in dealing with others through normal contacts, the need to affect behavioral change in others, to communicate and translate technical or "insider" concepts to others, and to solve problems.

The Scope of Contacts refers to the breadth and diversity of individuals and groups with whom the worker must deal on matters of substance and relevance to the work being performed.

Scope of Contacts												
1. The important job contacts are with peers in immediate work group and immediate supervisor. Occasional contact with individuals outside the organization may occur.			2. Interpersonal contacts extend to peers in other work groups or to clients/customers who speak the language, either within or outside the organization. Interactions with higher levels of authority beyond immediate supervisor must be conducted on an intermittent basis.			3. Interactions must occur within a diverse set of individuals and groups in representing a variety of roles and authority levels. Interactions are on matters of substance and importance, usually both inside and outside the organization.			4. Continuous interaction with a highly diverse set of individuals, groups, and audiences from throughout the organization and from numerous outside sources (customers, governing boards, vendors, regulatory agencies, media, the general public, etc.) are critical to job performance.			
1	2	3	4	5	6	7	8	9	10	11	12	
A. Job requires ordinary conversational skills and courtesy to exchange routine information, provide routine assistance, and/or help maintain harmony among work associates.			7 = Diverse peer groups, outside the organization, not 'in the know'. Working with benefits providers, explaining benefits and policies to employees.									
B. Job requires patience in communication and well-developed verbal skills to present and exchange technical or complex information with individuals or small, informal groups. Skills in establishing harmonious relationships, gaining trust and cooperation, and reviewing and guiding the work of others are important.			B2 = Speak to groups, such as employees. Use special styles of inquiry, such as safety investigations and employee complaint investigations.									
C. Highly developed verbal skills are required to communicate technical concepts and ideas in individual, group, and large audience situations. Skill in establishing and maintaining cooperation, understanding, trust, and credibility is critical. Skill in influencing the behavior of others is important and may be difficult to achieve.												
D. Cooperation and understanding from others are very important and difficult to achieve. Careful strategy is needed to inspire and maintain relationships, build trust and confidence, and affect behavior on others. Convincing others and persuading them to decision or action in individual, group, or large audience formats is essential.												

Level of Human Relations Skill

DE
A1
A2
A3
B1
B2
B3
C1
C2
C3
D1
D2
D3

IV. WORK ENVIRONMENT

This factor measures the need to perform under less than optimal working circumstances.

Performance Environment refers to those special job demands which contribute to difficulty in completing work assignments. Consideration is given to work pressure (caused by tight deadlines, quotas, heavy and uncontrollable work flow, the need to make immediate judgments with insufficient data, the need to continually be aware of changing events and situations, including technology the need for constant attention to detail, etc.), disturbances in work flow (interruptions and distractions and the need to shift attention to unrelated details), and irregular work hours (caused by call-in, changing work schedules, excess travel, etc.)

Physical Working Conditions refers to the work location factors which may cause the job to be disagreeable or dangerous, such as noise and temperature extremes, health and safety hazards, and general discomfort.

Physical Working Conditions

- | | | | |
|--|---|--|--|
| 1. Generally good working conditions. Little or no exposure to extremes in noise, temperature, etc. Little or no exposure to safety or health hazards. | 2. Somewhat disagreeable conditions. Work may be performed in cramped or awkward positions. Occasional exposure to safety hazards, disease, or contamination results in chance for lost-time accidents. Occasional exposure to noises, temperature extremes, etc. | 3. Frequent exposure to moderately hazardous conditions resulting in significant threat to health and safety. Undesirable assignments. | 4. Extensive and continuous exposure to hazardous conditions. Dangerous work situations. High likelihood of serious injury or illness if proper precautions are not taken. Highly undesirable assignments. |
|--|---|--|--|

DE	1	2	3	4	5	6	7	8	9	10	11	12
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Performance Environment	A. Changes in environments, work pressure, disturbances of work flow, and irregularities in work schedule are infrequent.	A1	2 = Office environment, pool area. Some noise factors.										
		A2											
		A3	A3 = Interruptions may interfere with work targets.										
	B. Work pressure, disturbances of work flow, and/or irregularities in work schedule are expected and occur on an intermittent basis. Changes in the performance environment require occasional upgrading of skills.	B1											
		B2											
		B3											
	C. Work pressure, disturbances of work flow, and/or irregularities in work schedules are frequent and require significant adaptation. The performance environment rapidly evolves, requiring continual upgrading of multiple yet related skills.	C1											
		C2											
		C3											
	D. Work pressure, disturbances of work flow, and/or irregularities in work schedules are almost constant and put a continuous strain on the job incumbent's ability to adapt. The performance environment evolves in a way which requires extensive adaptation and upgrading of skills.	D1											
		D2											
		D3											

V. ACCOUNTABILITY

This factor measures the total magnitude of job responsibility.

The Level of Accountability refers to the degree of responsibility or accountability for the work results of self and others. It considers the positioning of the job in the organization, the level of professional development, and the depth and diversity of responsibility.

The Scope of Impact refers to the degree to which the job results affect the work of others or their ability to perform and the final product or service provided by the organization.

- I. INFORMATIONAL, ancillary, or incidental services for use by others who have broader contribution to the final products or services defined in the rating level.
- P. PARTICIPATORY, contributory influence; a key contributor to the product or service provided at each level.
- D. DIRECT, primary, determining, or controlling influence over the nature of the end result or service provided at each level.

Scope/Magnitude: Organizational Impact

1. Work results impact the immediate work section with little effect beyond. Responsible for results or services that facilitate the work of others in a specific work group. Industry Standard:	2. Work results impact the accuracy, reliability and acceptability of further results beyond the immediate work section. Work results are noticeable and represent a portion of, or support the product or service received by the customer or general public. Industry Standard:	3. Work results, decisions, and approvals impact the overall design of internal systems, programs, and/or research; the status of others; and/or critical aspects of the final product or service in terms of quantity or quality. Industry Standard:	4. Activities, decisions, and approvals have wide range impact on areas and operations throughout the organization. Work results in products or services of such scope where other contributions are subordinate. Work function has a significant influence on the mission of the organization. Industry Standard:	5. Activities and/or decisions are critically essential to the mission of the organization and affect most or all others in the organization's ability to respond to the demands of the marketplace and the general public, and the viability of the organization in the long run. Industry Standard:
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C1E	1	2	3	4	5	6	7	8	9	10
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6 = Supporting impact to other teams. Primary role for support services. Main person for HR related questions.

C1 = Leader, service level. Main person for HR related questions. No supervision.

Level of Accountability	A. Responsible for carrying out detailed work orders, for performing under direct and frequent supervision, and for learning job-related information and techniques. Apprentice or unskilled work.	A1	A2	A3	A4	A5	A6	A7	A8	A9	A10
	B. Responsible for producing journey-level work output on an independent basis subject to supervisory direction and review. Journey level work in semi-skilled (7) technical, or professional (3) area.	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10
	C. Responsible for performing work requiring advanced job skills and for responding to work situations with minimum guidance or direction. May be responsible for training and guiding others and/or reviewing their work. Working supervisor, leadperson work, or senior level contributor, in semi-skilled (7), technical, or professional (3) area.	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10
	D. Responsible for the supervision of output in terms of scheduling, progress, and results; for safety, job training, and morale of others; and records. May perform some output. Generally first-line supervisory work.	D1	D2	D3	D4	D5	D6	D7	D8	D9	D10
	E. Responsible for initiating, directing, controlling, or performing activities that fully impact a department or a portion of a major function; for operations, materials, staff performance, methods, and economics. Generally first-line management work; supervising through intermediate supervisors or staff professionals in a single function.	E1	E2	E3	E4	E5	E6	E7	E8	E9	E10
	F. Responsible for initiating, directing and controlling activities that impact a major functional area; integrating the activities of sub-functions where responsibilities are dissimilar yet related, and sometimes conflicting; for planning, staff development, personnel and labor relations, and fiscal economics. Advanced management work supervising through middle management and supervision, usually of several closely related functions.	F1	F2	F3	F4	F5	F6	F7	F8	F9	F10
	G. Responsible for initiating, directing, controlling and monitoring activities that impact more than one major, functional area, often dissimilar in nature; for major decisions which affect short and long range planning and overall operations. Top management of related yet diverse functions; top executive of organization of limited range.	G1	G2	G3	G4	G5	G6	G7	G8	G9	G10
	H. Responsible for major decisions that impact current and on-going over all operations for integrating the activities of all major functions; for initiating, directing, and monitoring all organization goals, programs, and policies. Top executive and ownership.	H1	H2	H3	H4	H5	H6	H7	H8	H9	H10

JOB DESCRIPTION

Date Prepared: June 2015
Updated August 2017
Updated June 2018

Position Title: Human Resources Director
(Previously Executive Secretary/Personnel Director)

Department: Human Resources

Supervisor: County Administrator

Position Overview: Under the limited supervision of the County Administrator, the Human Resources Director works as an integral member of the County Management Team dealing with all aspects of Human Resources. Represents the Board of Commissioners (BOC) in contract negotiations and at various meetings; conducts specific research projects, prepares reports and recommendations and performs related work as required. Provides guidance to all elected and appointed department heads. Assumes full management responsibility for all Human Resources programs, services and activities including employee and labor relations, recruitment, benefits and compensation analysis.

Reporting Positions:

Working Environment: Work is performed primarily in County offices and regularly includes travel to all other county facilities.

Qualifications:

1. Education and Experience - Bachelor Degree in human resources, public administration or a related field, and three years of public sector Human Resources experience. Additional Human Resources experience may be substituted for degree.
2. Equipment used - Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
3. Knowledge and ability to use accepted human resource theories, techniques and practices in the administration of the personnel system.
4. Skill and ability to establish and maintain effective working relationships with department heads, elected officials and county employees.
5. Ability to make independent decisions and solve problems pertaining to human resources.
6. The ability to learn and utilize the software necessary to perform all tasks.
7. The ability to explain complex issues in situations which are sometimes adversarial.

8. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
10. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Job Duty Outline:

- I. Manage the human resource systems of Morrow County.
 - A. Develop, maintain and manage the personnel policies.
 1. Recommend new policies to BOC as needed.
 2. Communicate changes in policy to management and employees.
 3. Interpret policies for management, employees and union representatives.
 - B. Maintain personnel files for all County employees.
 - C. Develop and modify job descriptions for all County positions.
 - D. Administer drug testing program.
 - E. Provide assistance, collaboration and consultation to department heads and supervisors.
 1. Personnel problems, including discipline issues.
 2. Staffing needs.
 3. Performance Appraisals
 4. Identify and develop training requirements
 - F. Manage and process all Payroll and benefits functions. Recommend changes and updates as needed. Stay up to date on current and proposed legislation that will affect employees and their benefits. Assure all reporting for payroll and benefits is completed in a timely manner.
 1. Payroll
 2. Health Insurance
 3. Disability Insurances
 4. Retirement Program
 - G. Manage Workers Compensation program. File claims as needed and follow up. Participate in Safety Committee and encourage safety programs for supervisors and employees. Assure reporting is completed in a timely manner.
- II. Manage and maintain the county compensation program.
 - A. Manage and maintain the classification system.
 1. Convene Classification Committee meetings.
 2. Facilitate and guide classification process.
 3. Communicate results to employee, supervisor, union and/or BOC.
 4. Assist with appeals process.
 - B. Conduct market research on salary and benefits and compile, analyze and apply the results.
 - C. Calculate salaries for new and modified positions.

- D. Prepare salary scales and submit to Finance Department.
 - E. Explain needed salary adjustments to BOC and Budget Committee and recommend changes as needed.
 - F. Convene Compensation Board and prepare materials for their review of elected official salaries.
- III. Manage and assist with the recruitment and selection of county employees.
- A. Coordinate recruiting plan with supervisor for specific positions, as required.
 - B. Assist managers with establishment and approval of new positions.
 - C. Prepare recruitment announcements for position vacancies.
 - D. Send out and receive job application forms.
 - E. Develop screening criteria (minimum qualifications, requisite license, certification, degree, etc.)
 - F. Develop applicant testing processes.
 - 1. Establish cut-off scores.
 - 2. Establish other testing requirements as needed such as drug testing, physicals, CDL testing, etc.
 - G. Manage the personal interview process, including development of interview forms, and preparation of interview panel members.
 - H. Coordinate the hire (job offer, rejection letters, hire date).
 - I. Conduct new employee orientations.
- IV. Manage labor relations
- A. Conduct union negotiations
 - 1. Develop and plan management negotiation strategies with labor attorney, affected supervisors and BOC.
 - 2. Coordinate negotiation meetings with negotiator, management team members and labor representatives.
 - 3. Plan and coordinate fiscal impact of proposals with Finance Department staff.
 - 4. Prepare documentation of negotiation sessions, tentative agreements, requests for mediation, final contracts and other documents as needed.
 - 5. Conduct research or surveys of labor trends and customs as needed.
 - B. Respond to and manage the grievance procedure.
 - C. Respond to all labor questions, complaints and issues raised by employees or management.
 - D. Communicate with labor representatives on issues as needed.
 - E. Administer all labor agreements.
- V. Department Supervision
- A. Selects, trains, motivates, directs and evaluates employee performance.

- B. Maintains personnel records within the department.
- C. Provides or coordinates staff training.
- D. Works with employees to correct deficiencies.
- E. Respond to staff questions and concerns.

VI. Other Functions

- A. Coordinate special projects at the direction of the BOC.
- B. Attends BOC meetings as requested.
- C. Prepare and maintain the Human Resources budget.
- D. Any employee may be required by their manager to perform any of the duties described in their position description, and other duties which may be necessary or desirable and for which they are qualified.
- E. Respond to difficult and sensitive public inquires and complaints and assist with resolutions and alternative recommendations.
- F. Reviews and signs all Payroll Change and Personnel Action forms.

VII. Department Organization

- A. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
- B. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

Essential Job Functions:

Physical:

1. Occasional lifting of heavy files, office re-arrangement.
2. Occasional driving required.
3. Ability to operate a personal computer and personal electronic devices to retrieve and enter data and information.
4. Regular and predictable attendance.
5. Ability to sit for extended periods of time.

Mental:

1. Ability to handle stressful situations when interacting with the public and/or County employees.
2. Ability to think pro-actively in employee relations and anticipation of needs.
3. Ability to read, write and comprehend English.
4. Ability to perform basic math functions.
5. Ability to comprehend complex issues and commit these issues to writing.
6. Ability to maintain confidentiality.

I. MENTAL REQUIREMENTS

This factor measures the total capability required to learn and perform the job competently.

Learning Development refers to the level of knowledge or facts, data, principles, ideas, and other information which must be acquired, usually through a combination of formal education programs, work experience, and/or on-the-job training. It encompasses the diversity, complexity, and depth of understanding in such areas as professional fields of study, technical specialties, practical work systems, and applied work methods.

Problem Challenge refers to the application of knowledge to work situations as measured by the amount of independent reasoning and judgment which must be used to make decisions, generate ideas or produce results.

Problem Solving Challenges

- | | | | | |
|---|--|--|--|--|
| 1. Work situations are routine and regularly recurring, requiring attention and concentration, but limited discretion, consideration, and planning to adequately respond and carry out work activities. | 2. Work situations require consideration and interpretation of circumstances or information to choose the most effective responses. Solutions may be somewhat technical yet are relatively straightforward and well-defined once problems are understood. Responses come from the realm of prior learning and experiences. | 3. Work situations are of sufficient scope and variety that significant interpretation and evaluation is required to successfully recognize and define problems. Highly technical judgments and/or constructive thinking involved. Alternative solutions must be considered and short-term action plans must be developed and sequenced. | 4. Work situations are broadly defined, complex and diverse, occasionally unprecedented. Problems have many dimensions to consider involving creative thinking limited in scope to related fields of specialization. Consequences must be evaluated, often through formal analytical methods, and strategies developed for action. | 5. Work situations are vaguely defined and often unique in character. Problems are very complex and may be abstract, conceptual, and long-term in nature. There is a continual requirement for innovative thought and synthesis, perhaps at the theoretical level. |
|---|--|--|--|--|

DE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
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Learning Development	A. Sufficient to understand simple written and oral communications. Basic understanding of simple work processes, methods or equipment. Learning development less than that required for completion of high school curriculum.	A1													
		A2													
		A3													
	B. Sufficient to read and write nontechnical information and instruction, perform basic arithmetic calculations, understand commonly used procedures and methods, or operate equipment that requires some training. Learning development equivalent to completion of high school curriculum.	B1													
		B2													
		B3													
	C. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the equivalent of some technical or vocational training beyond high school often resulting in a certification.	C1													
		C2													
		C3													
	D. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the completion of a formal technical/vocational curriculum often resulting in a degree.	D1													
		D2													
		D3													
	E. Knowledge in a recognized professional field or technological discipline sufficient to command various principles, facts, and practical applications. Learning development is obtained by the completion of a college curriculum resulting in a bachelors degree in a specialized field; or masters degree in a narrow specialty; advanced mathematics, very advanced language development, proficient understanding of practical systems.	E1													
		E2													
		E3													
	F. Advanced, in-depth understanding in a widely recognized field of study. Additional command of principles, facts, and practices associated with multiple specialized fields. Learning development is obtained by completion of a masters degree program or equivalent through extensive seasoning; very advanced mathematics and language development, advanced understanding of practical systems.	F1													
		F2													
		F3													
	G. Complete command and mastery of a very broad professional or scientific discipline sufficient to contribute to the body of knowledge. Additional advanced understanding of the principles, facts, and practices associated with other specialized fields. Learning development obtained by completion of Ph.D., M.D. or J.D. requirements or equivalent.	G1													
		G2													
		G3													

9 = Highly technical, solutions, action plans developed and sequenced
Implementing new policies, applying laws to individual situations, developing improvement plans and sequencing steps in discipline

E1 = Bachelors + 3 years experience

II. PHYSICAL REQUIREMENTS

JOBMEAS¹

This factor refers to the coordinative and manipulative skills as well as the level of exertion required to perform work.

Physical Skill is measured by determining the variety and complexity of limb and body movements, the requirement for diverse sequential and simultaneous physical actions, and the need for speed, precision, or timing.

Physical Effort measures the amount, type, and continuity of effort which must be expended during the course of work activities.

Physical Effort			
1. Minimal physical exertion is required. Most job time spent sitting with occasional walking. Occasional lifting, guiding, and/or carrying of light-weight materials or equipment.	2. Job requires light physical effort as a part of regular work routine, such as frequent standing and walking; frequent lifting, guiding, and/or carrying of light-weight materials or equipment; occasional periods of sustained effort.	3. Job requires considerable and usually sustained physical effort, as in continuous movement over rough terrain or throughout precarious man-made structures; operation of physically demanding machinery, etc. Occasional heavy exertion.	4. Job requires very heavy physical effort, equivalent to continuous labor involving the use of heavy tools, materials, and/or equipment. Job may be characterized by highly demanding, full body exertion and strenuous lifting, carrying, pushing, pulling, etc.

		DE	1	2	3	4	5	6	7	8	9	10	11	12	
Learning Physical Skills	A. Basic level of learned physical skill is required. No special coordination beyond that used for normal mobility and handling of everyday objects and materials is needed to perform the job satisfactorily.	A1		2 =											
		A2													
		A3			A3 =										
	B. Some learned physical skill is required. Certain coordinated finger, limb, or body movements must be performed in the course of regular work routines. These can usually be learned and competency developed on the job over a relatively short period of time.	B1													
		B2													
		B3													
	C. Considerable learned physical skill is required. Job requires coordinated physical activities, usually learned through formal and detailed training combined with considerable practice. Speed, precision, and/or timing are important and difficult to achieve. Body movement sequences tend to be involved and somewhat diverse. Skilled physical trade.	C1													
		C2													
		C3													
	D. Job requires a very high degree of physical skill. Complex and diverse sequences of physical action are performed as a significant and essential part of the job. Body movements must often be reflex-like in response to subtle stimuli that must be accurately perceived or changing environmental conditions which must be accurately tracked. Exceptional speed, timing, and/or precision are critical.	D1													
		D2													
		D3													

III. HUMAN RELATIONS REQUIREMENTS

JOBMEAS

This factor measures the importance and difficulty of the human relations interactions needed to perform the job.

Level of Human Relations refers to the depth of communication skills and human relations abilities which are necessary to achieve work results. It refers to elements such as the level of effectiveness in dealing with others through normal contacts, the need to affect behavioral change in others, to communicate and translate technical or "insider" concepts to others, and to solve problems.

The Scope of Contacts refers to the breadth and diversity of individuals and groups with whom the worker must deal on matters of substance and relevance to the work being performed.

Scope of Contacts			
1. The important job contacts are with peers in immediate work group and immediate supervisor. Occasional contact with individuals outside the organization may occur.	2. Interpersonal contacts extend to peers in other work groups or to clients/customers who speak the language, either within or outside the organization. Interactions with higher levels of authority beyond immediate supervisor must be conducted on an intermittent basis.	3. Interactions must occur within a diverse set of individuals and groups in representing a variety of roles and authority levels. Interactions are on matters of substance and importance, usually both inside and outside the organization.	4. Continuous interaction with a highly diverse set of individuals, groups, and audiences from throughout the organization and from numerous outside sources (customers, governing boards, vendors, regulatory agencies, media, the general public, etc.) are critical to job performance.

Level of Human Relations Skill	DE	Scope of Contacts												
		1	2	3	4	5	6	7	8	9	10	11	12	
A. Job requires ordinary conversational skills and courtesy to exchange routine information, provide routine assistance, and/or help maintain harmony among work associates.	A1													
	A2													
	A3													
	B1													
B. Job requires patience in communication and well-developed verbal skills to present and exchange technical or complex information with individuals or small, informal groups. Skills in establishing harmonious relationships, gaining trust and cooperation, and reviewing and guiding the work of others are important.	B2													
	B3													
	C1													
C. Highly developed verbal skills are required to communicate technical concepts and ideas in individual, group, and large audience situations. Skill in establishing and maintaining cooperation, understanding, trust, and credibility is critical. Skill at influencing the behavior of others is important and may be difficult to achieve.	C2													
	C3													
	D1													
D. Cooperation and understanding from others are very important and difficult to achieve. Careful strategy is needed to inspire and maintain relationships, build trust and confidence, and affect behavior on others. Convincing others and persuading them to decision or action in individual, group, or large audience formats is essential.	C2													
	C3													
	D3													

11 = Visible with the Board, boards and agencies requiring give and take. Collective Bargaining.

C3 = Group processes, reviews performance, formal speaking, in difficult situations, involving negotiating. Collective Bargaining, Labor Relations and Employee Relations.

IV. WORK ENVIRONMENT

This factor measures the need to perform under less than optimal working circumstances.

Performance Environment refers to those special job demands which contribute to difficulty in completing work assignments. Consideration is given to work pressure (caused by tight deadlines, quotas, heavy and uncontrollable work flow, the need to make immediate judgments with insufficient data, the need to continually be aware of changing events and situations, including technology the need for constant attention to detail, etc.), disturbances in work flow (interruptions and distractions and the need to shift attention to unrelated details), and irregular work hours (caused by call-in, changing work schedules, excess travel, etc.)

Physical Working Conditions refers to the work location factors which may cause the job to be disagreeable or dangerous, such as noise and temperature extremes, health and safety hazards, and general discomfort.

Physical Working Conditions

- | | | | |
|---|---|--|--|
| 1. Generally good working conditions. Little or no exposure to extremes in noise, temperatures, etc. Little or no exposure to safety or health hazards. | 2. Somewhat disagreeable conditions. Work may be performed in cramped or awkward positions. Occasional exposure to safety hazards, disease, or contamination results in chance for lost-time accidents. Occasional exposure to noises, temperature extremes, etc. | 3. Frequent exposure to moderately hazardous conditions resulting in significant threat to health and safety. Undesirable assignments. | 4. Extensive and continuous exposure to hazardous conditions. Dangerous work situations. High likelihood of serious injury or illness if proper precautions are not taken. Highly undesirable assignments. |
|---|---|--|--|

		DE	1	2	3	4	5	6	7	8	9	10	11	12
Performance Environment	A. Changes in environments, work pressure, disturbances of work flow, and irregularities in work schedule are infrequent.	A1	2 = Office environment, pool area. Some noise factors.											
		A2												
		A3	A3 = Interruptions may interfere with work targets.											
	B. Work pressure, disturbances of work flow, and/or irregularities in work schedule are expected and occur on an intermittent basis. Changes in the performance environment require occasional upgrading of skills.	B1												
		B2												
		B3												
	C. Work pressure, disturbances of work flow, and/or irregularities in work schedules are frequent and require significant adaptation. The performance environment rapidly evolves, requiring continual upgrading of multiple yet related skills.	C1												
		C2												
		C3												
	D. Work pressure, disturbances of work flow, and/or irregularities in work schedules are almost constant and put a continuous strain on the job incumbent's ability to adapt. The performance environment evolves in a way which requires extensive adaptation and upgrading of skills.	D1												
		D2												
		D3												

V. ACCOUNTABILITY

This factor measures the total magnitude of job responsibility.

The Level of Accountability refers to the degree of responsibility or accountability for the work results of self and others. It considers the positioning of the job in the organization, the level of professional development, and the depth and diversity of responsibility.

The Scope of Impact refers to the degree to which the job results affect the work of others or their ability to perform and the final product or service provided by the organization.

- I. INFORMATIONAL, ancillary, or incidental services for use by others who have broader contribution to the final products or services defined in the rating level.
- P. PARTICIPATORY, contributory influence; a key contributor to the product or service provided at each level.
- D. DIRECT, primary, determining, or controlling influence over the nature of the end result or service provided at each level.

Scope/Magnitude: Organizational Impact

1. Work results impact the immediate work section with little effect beyond. Responsible for results or services that facilitate the work of others in a specific work group.

Industry Standard:

2. Work results impact the accuracy, reliability and acceptability of further results beyond the immediate work section. Work results are noticeable and represent a portion of, or support the product or service received by the customer or general public.

Industry Standard:

3. Work results, decisions, and approvals impact the overall design of internal systems, programs, and/or research; the status of others; and/or critical aspects of the final product or service in terms of quantity or quality.

Industry Standard:

4. Activities, decisions, and approvals have wide range impact on areas and operations throughout the organization. Work results in products or services of such scope where other contributions are subordinate. Work function has a significant influence on the mission of the organization.

Industry Standard:

5. Activities and/or decisions are critically essential to the mission of the organization and affect most or all others in the organization's ability to respond to the demands of the marketplace and the general public, and the viability of the organization in the long run.

Industry Standard:

1	2	3	4	5	6	7	8	9
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7 = Critical impact to teams and customers. Informational on critical aspects of product. Recruiting and retaining employees, administration of benefits.

Level of Accountability

A. Responsible for carrying out detailed work orders, for performing under direct and frequent supervision, and for learning job-related information and techniques. Apprentice or unskilled work.

B. Responsible for producing journey-level work output on an independent basis subject to supervisory direction and review. Journey level work in semi-skilled (1) technical, or professional (3) area.

C. Responsible for performing work requiring advanced job skills and for responding to work situations with minimum guidance or direction. May be responsible for training and guiding others and/or reviewing their work. Working supervisor, leadperson work, or senior level contributor, in semi-skilled (1), technical, or professional (3) area.

D. Responsible for the supervision of output in terms of scheduling, progress, and results; for safety, job training, and morale of others; and records. May perform some output. Generally first-line supervisory work.

E. Responsible for initiating, directing, controlling, or performing activities that fully impact a department or a portion of a major function; for operations, materials, staff performance, methods, and economics. Generally first-line management work; supervising through intermediate supervisors or staff professionals in a single function.

F. Responsible for initiating, directing and controlling activities that impact a major functional area; integrating the activities of sub-functions where responsibilities are dissimilar yet related, and sometimes conflicting; for planning, staff development, personnel and labor relations, and fiscal economics. Advanced management work supervising through middle management and supervision, usually of several closely related functions.

G. Responsible for initiating, directing, controlling and monitoring activities that impact more than one major, functional area, often dissimilar in nature; for major decisions which affect short and long range planning and overall operations. Top management of related yet diverse functions; top executive of organization of limited range.

H. Responsible for major decisions that impact current and on-going over all operations for integrating the activities of all major functions; for initiating, directing, and monitoring all organization goals, programs, and policies. Top executive and ownership.

A								
B								
C								
D								
E								
E2								
F								
G								
H								

E2 = First-line Manager.

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

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

Based on the direction and priorities of EOCA and the possible decision of Umatilla County to cancel their membership with EOCA, what is the future involvement of Morrow County with EOCA?

2. FISCAL IMPACT:

none at this time

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

Attach additional background documentation as needed.



Union County

1106 K Avenue
La Grande, OR 97850
(541) 963-1001

INVOICE

Date: June 6, 2018
Invoice #7026

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

PAYMENT TERMS	
Net 30	

QUANTITY	DESCRIPTION	AMOUNT
	EOCA Dues FY 2018-19	\$10,000.00
SUBTOTAL		\$10,000.00
ADMIN FEE		\$0
TOTAL		\$10,000.00

Make checks payable to: Union County
1106 K Avenue
La Grande, OR 97850

THANK YOU!

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

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

The Morrow County District Attorney Office attorneys currently utilize 2 vehicles- a Jeep Cherokee and a Dodge Durango. The Victim Assistance Office has a grant paid car, but that can only be used for victim services, and is generally not used by any of the attorneys in the office.

The Dodge Durango is located in the North end of the County and is used by Richard Tovey. This vehicle was a hand-me-down from the Morrow County Sheriff Office.

2007 Dodge Durango
VIN: 1D8HB38N97F583014
Mileage: 166152
Plate: E249347

I am requesting the replacement of this vehicle with another Dodge Durango prior to the end of this fiscal year.

Currently Non-Departmental General Fund 101-199-5-40-4105 has \$25,000 available for vehicle purchases. I would also request either additional general funds for the vehicle purchase or use of the DA Office general funds for the purchase of the vehicle.

The anticipated cost for the Durango would be \$30,000.00. The Morrow County Sheriff Office purchased a 2017 Dodge Durango AWD for \$29,778.00 in October of 2016.

Attached are proposals from Withrell Dodge and Hermiston Dodge.

2. FISCAL IMPACT:

\$26319-\$37671

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

Attach additional background documentation as needed.

IN STOCK

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Priced Order Confirmation (POC)

Date Printed: 2018-06-12 1:14 PM VIN: 1C4RDJAG3JC290909 Quantity: 01
Estimated Ship Date: 2018-02-16 12:59 AM VON: 39938161 Status: KZ - Released by plant and invoiced
Date Ordered: 2017-09-11 12:29 PM Ordered By: S28368H

Sold to:
WITHNELL DODGE (56440)
2650 COMMERCIAL SE
SALEM, OR 973024451

Ship to:
WITHNELL DODGE (56440)
2650 COMMERCIAL SE
SALEM, OR 973024451

Vehicle: 2018 DURANGO SXT AWD (WDEL75)

	Sales Code	Description	MSRP(USD)
Model:	WDEL75	DURANGO SXT AWD	32,595
Package:	2BA	Customer Preferred Package 2BA	0
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PSQ	Bruiser Grey Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	TFB	P265/60R18 BSW A/S LRR Tires	0
	NAS	50 State Emissions	0
	AMM	3rd Row Seating Group	995
	YG1	7.5 Additional Gallons of Gas	0
	5N6	Easy Order	0
	4EX	Sales Tracking	0
Destination Fees:			1,095

Total Price: 34,685

Order Type: Retail PSP Month/Week:
Scheduling Priority: 4-Dealer Order Build Priority: 99
Customer Name:
Customer Address:

Instructions:

26319.⁰⁰

priv. tax 131.⁵⁹

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

2011 DODGE DURANGO SXT AWD

For more information visit: www.dodge.com or call 1-800-4ADODGE

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$32,595

DODGE DURANGO SXT AWD
 Exterior Color: Sunset Gray Clear-Coat Exterior Paint
 Interior Color: Black Interior Color
 Interior: Cloth Low-Back Bucket Seats
 Engine: 3.6-Liter V6 24-Valve VTI Engine with ESS
 Transmission: 8-Speed Automatic 850RE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL SAFETY FEATURES
 Advanced Multi-Air Front Airbags
 Supplemental Side-Curtain Airbags in All Rows
 Supplemental Front Seat-Mounted Side Airbags
 ParkView® Rear Back-Up Camera
 Active Cross-Traffic Braking
 Active Roll-Over Mitigation
 Enhanced Accident Response System
 Electronic Stability Control
 Hill Start Assist
 Rear Brake Support
 24-Gallon Fuel Tank
 Remote Keyless Entry
 Keyless Go™
 650-Amp High-Performance Free AGM Battery

INTERIOR FEATURES
 Uconnect® 4 with 7-inch Display
 Apple CarPlay® Capable
 Google Android Auto™ Capable
 Integrated Voice Command with Bluetooth®
 Media Hub (2 USB, Aux)
 Alpine Audio System 8-Speakers
 Perforated Leather-Wrapped Steering Wheel
 Steering Wheel-Mounted Audio Controls
 Power Front Windows w/ 1-Touch Up and Down Feature
 Air Conditioning with 3-Zone Automatic Temp Control
 Speed Control
 Power Door Locks
 Rear Window Defogger
 TRF Telescopic Steering Column
 Tire Pressure Monitoring Display
 Luxury Front and Rear Floor Mats
 12-Watt Auxiliary Power Outlet
 Overhead Console
 Full-Length Floor Console
 Illuminated Door Holders
 Front and Rear Interior LED Lamps

EXTERIOR FEATURES
 18-Inch x 8.0-Inch Painted Aluminum Wheels
 P265/65R18 BSW All-Season LRR Tires
 Power Heated Exterior Mirrors w/ Manual Fold-Away
 Automatic Headlamps
 18-Speaker Sound System
 Drop-Tail Suspension Glass
 Rear Window Wiper / Washer

OPTIONAL EQUIPMENT (May Require Standard Equipment)
Customer Preferred Package ZBA \$935
 Third-Row Seat
 3rd-Row Seating Group
 7 Passenger Seating
 Second-Row 60/40 Fold and Tumble Seat
 P265/65R18 BSW All-Season LRR Tires
 Kumho Brand Tires

Destination Charge \$1,095

TOTAL PRICE: * \$34,685

WARRANTY COVERAGE
 5-year or 60,000-mile Powertrain Limited Warranty
 3-year or 35,000-mile Basic Limited Warranty
 Ask Dealer for a copy of the limited warranty or see your owner's manual for details.

5 YEAR / 60,000 MILE POWERTRAIN WARRANTY

Assembly Plant of Origin: DETROIT, MICHIGAN, U.S.A.
 VIN: 1C4RDJAG3C250509

DISCLAIMER: BASED ON THE ABOVE INFORMATION, THE VEHICLE MAY BE FINANCED OR LEASED FROM A FINANCIAL INSTITUTION. THE PRICE DOES NOT INCLUDE TAXES, LICENSE, AND OTHER FEES. THE PRICE DOES NOT INCLUDE DELIVERY AND DESTINATION CHARGES. THE PRICE DOES NOT INCLUDE TITLE AND REGISTRATION FEES. THE PRICE DOES NOT INCLUDE SALES TAX. THE PRICE DOES NOT INCLUDE LICENSE AND REGISTRATION FEES. THE PRICE DOES NOT INCLUDE TITLE AND REGISTRATION FEES.

Fuel Economy and Environment Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models. The average new vehicle gets 27 MPG and costs \$2,400 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

You spend \$1,750 in fuel costs over 5 years compared to the average new vehicle.

21 MPG combined city/hwy
18 MPG city
25 MPG highway

Standard SUV AWD range from 11 to 33 MPGe. The average vehicle rates 128 MPGe.

Annual fuel cost \$1,700

Fuel Economy & Greenhouse Gas Rating (1-10 Best)

Smog Rating (1-10 Best)

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$2,400 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov
 Calculate personalized estimates and compare vehicles.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated
 Based on the combination of frontal, side, and rollover. See www.safercar.gov for more details on vehicle size and weight.

Frontal Crash	Driver	★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal crash.
 See www.safercar.gov for more details on vehicle size and weight.

Side Crash	Front seat	Not Rated
	Rear seat	Not Rated

Based on the risk of injury in a side impact.

Rollover ★★★
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 (to 5 stars) (★★★★★), with 5 being the highest.
 Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4216

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
 U.S./CANADIAN PARTS CONTENT: 62%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
 MEXICO : 28%
 NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.
FOR THIS VEHICLE:
 FINAL ASSEMBLY POINT:
 DETROIT, MICHIGAN, U.S.A.
 COUNTRY OF ORIGIN:
 ENGINE: MEXICO
 TRANSMISSION: UNITED STATES

VEHICLE PROTECTION
 MOPAR
 Get the most from your vehicle. Get the most from MOPAR.



IN STOCK

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Priced Order Confirmation (POC)

Date Printed: 2018-06-12 1:14 PM VIN: 1C4RDJDG1JC116767 Quantity: 01
Estimated Ship Date: 2018-03-07 1:00 AM VON: 39360586 Status: KZ - Released by plant and Invoiced
Date Ordered: 2017-06-13 5:12 PM Ordered By: S28368H

Sold to:
WITHNELL DODGE (56440)
2650 COMMERCIAL SE
SALEM, OR 973024451

Ship to:
WITHNELL DODGE (56440)
2650 COMMERCIAL SE
SALEM, OR 973024451

Vehicle: 2018 DURANGO GT AWD (WDEH75)

	Sales Code	Description	MSRP(USD)
Model:	WDEH75	DURANGO GT AWD	40,495
Package:	2BE	Customer Preferred Package 2BE	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PAU	Granite Clear Coat	0
	APA	Monotone Paint	0
	*ZL	Leather Suede Bucket Seats	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	AHX	Trailer Tow Group IV	995
	ADX	Blacktop Package	995
	AAC	Premium Group	2,395
	YG1	7.5 Additional Gallons of Gas	0
	5N8	Easy Order	0
	4EX	Sales Tracking	0
Destination Fees:			1,345
Total Price:			46,225

Order Type: Retail PSP Month/Week:
Scheduling Priority: 4-Dealer Order Build Priority: 99
Customer Name:
Customer Address:

Instructions:

35269.^w
priv. tax 176.34

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

2018 DODGE DURANGO GT BLACKTOP AWD

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$40,495**

DODGE DURANGO GT AWD
 Exterior Color: Granite Clear Coat Exterior Paint
 Interior Color: Black Interior Color
 Interior: Leather Seating Package
 Engine: 3.6-Liter V6 24-Valve VTI Engine with ESS
 Transmission: 8-Speed Automatic 650RE Transmission
STANDARD EQUIPMENT (NECESSARY REPLACEMENT EQUIPMENT)
 FUNCTIONAL SAFETY FEATURES

Advanced Multi-Stage Front Airbags
 Supplemental Side-Curtain Airbags in All Rows
 Supplemental Front Side-Impact Side Airbags
 Power Windows
 Selectable Steering Modes
 Electric Power Steering
 Auto-Dimming Rear View Mirror
 Park View® Rear Back Up Camera
 Park View® Rear Park Assist with Stop
 Electronic Stability Control
 4-Wheel Traction Control
 Steering Wheel Mounted Paddle Shifters
 Hill Start Assist
 Trailer Sway Damping
 Keyless-Go™
 Remote-Start System
 Security Alarm

INTERIOR FEATURES
 Uconnect® 4 with 7-inch Display
 Apple CarPlay™ Capable
 Google Android Auto™ Capable
 Media Hub 12 USB, Aux
 Heated Front Seats
 Heated Second-Row Seats
 Poltrona Leather-Wrapped Steering Wheel
 Heated Steering Wheel
 Air Conditioning with 3-Zone Automatic Temp Control
 SiriusXM® Sat Radio w/ 1-Yr Radio Subscription
 For More Info Call 800-643-2112
 Bluetooth Music Command with Bluetooth®
 Electronic Vehicle Information Center
 Alpine Audio System w/ 6-Speakers
 Power 8-Way Driver Seat in Memory and 6-Way Pass Seat
 Power Driver/Passenger 4-Way Lumbar Adjust
 Front-Passenger Fold-Flat Seat
 Second-Row 60/40 Fold and Tumble Seat
 12-Volt Auxiliary Power Outlet
 115-Watt Aux Fan Power Outlet

EXTERIOR FEATURES
 20-Inch 8-Spoke High-Tech Black Aluminum Wheels
 265/55R20 BSW All Season LRR Tires
 Black Hex Cargo Boxes
 LED Daytime Running Headlamps
 Projector Fog Lamps
 LED Tail Lamps with Red Accents
 Body Color Accent Color Chime

Dual Rear Exhaust with Bright Top
OPTIONAL EQUIPMENT (May Require Standard Equipment)
 Custom Preferred Package ZBE \$2,395
 Premium Group
 1-Year SiriusXM® Guardian Service
 SmartXMS Traffic Plus
 Uconnect® 4C NAV with 8.4-Inch Display
 8.4-Inch Touchscreen Display
 Beats™ Premium Audio System
 650-Watt Amplifier
 Black Roof Rails
 Integrated Roof Rail Crossbars
 For Details Visit www.Dodge.com/dodge
 GPS Navigation
 HD™ Radio
 Power Sunroof
 SmartXMS Travel Link 5-Year Tire and Tire Svc
 Blacktop Package \$935
 Glass Black Grille
 20-Inch X 8.0-Inch Glass Black Aluminum Wheels
 Glass Black Exterior Mirrors \$995
 Trailer Tow Group IV
 7-Speed 4-Pk Wagon Harness
 Class IV Receiver Hitch
 F-150 2-Step Ice
 Heavy-Duty Engine Cooling
 Rear Leaf Leveling Suspension
 Destination Charge \$1,345

TOTAL PRICE: * \$46,225

WARRANTY COVERAGE
 5-year or 60,000-mile Powertrain Limited Warranty
 3-year or 36,000-mile Basic Limited Warranty
 Ask Dealer for a copy of the limited warranties or see your dealer's website for details

5 Year / 60,000 Mile POWERTRAIN WARRANTY

Assembly Plant: Fort Wayne, IN 46706
 VIN: 1C4JR0JG1JG116167
 Model: 0569



THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

For more information visit: www.dodge.com or call 1-800-4ADODGE

FCA US LLC

EPA DOT Fuel Economy and Environment Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models. You spend **\$1,750** in fuel costs over 5 years compared to the average new vehicle.

21 MPG combined city/hwy
18 city
25 highway

City: 18, Highway: 25, Combined: 21
 4.8 gallons per 100 miles

Annual fuel cost: **\$1,700**

Fuel Economy & Greenhouse Gas Rating (Best to Worst): 10 (Best) to 1 (Worst)

Smog Rating (Best to Worst): 10 (Best) to 1 (Worst)

Annual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$2,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.40 per gallon (EPA 35 miles per gallon) with an equivalent vehicle emissions rate. Emissions are a significant cause of climate change and smog.

fuelconomy.gov calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combination of frontal, side, and rollover. The NHTSA ONLY compares to other vehicles of the same weight.

Frontal Crash	Driver Passenger	★★★★
Based on crash of 30 mph for 15 mph. The NHTSA ONLY compares to other vehicles of similar size and weight.		
Side Crash	Front seat Rear seat	Not Rated Not Rated
Based on crash of 35 mph in side impact.		
Rollover		★★★
Based on risk of rollover in a side-impact crash.		

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
 U.S./CANADIAN PARTS CONTENT: 62%
 MAJOR SOURCES OF FOREIGN PARTS CONTENT:
 MEXICO : 28%
 NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
 FINAL ASSEMBLY POINT:
 DETROIT, MICHIGAN, U.S.A.
 COUNTRY OF ORIGIN:
 ENGINE: MEXICO
 TRANSMISSION: UNITED STATES

VEHICLE PROTECTION
 MOPAR
 Get the Most Vehicle Protection for your vehicle. It's 2018. It's Back!

HERMISTON CHRYSLER DODGE JEEP RAM
 81143 US HWY 395
 HERMISTON, OR 978386228

Priced Order Confirmation (POC)

Date Printed: 2018-06-12 6:21 PM VIN: 1C4RDJDGXJC242898 Quantity: 01
 Estimated Ship Date: 2018-04-20 12:59 AM VON: 40218351 Status: KZ - Released by plant and invoiced
 Date Ordered: 2017-10-12 1:20 PM Ordered By: S49762N

Sold to:
 HERMISTON CHRYSLER DODGE JEEP RAM
 (45650)
 81143 US HWY 395
 HERMISTON, OR 978386228

Ship to:
 HERMISTON CHRYSLER DODGE JEEP RAM (45650)
 81143 US HWY 395
 HERMISTON, OR 978386228

Vehicle: 2018 DURANGO GT AWD (WDEH75)

	Sales Code	Description	MSRP(USD)
Model:	WDEH75	DURANGO GT AWD	40,495
Package:	2BE	Customer Preferred Package 2BE	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PSC	Billet Clear Coat	0
	APA	Monotone Paint	0
	*CL	Leather Trimmed Bucket Seats	695
	-X9	Black	0
Options:	YEP	Manuf Statement of Origin	0
	NHK	Engine Block Heater	95
	NAS	50 State Emissions	0
	AHX	Trailer Tow Group IV	995
	ADG	Technology Group	2,595
	AAC	Premium Group	2,395
	YG1	7.5 Additional Gallons of Gas	0
	5N6	Easy Order	0
	4EX	Sales Tracking	0
Destination Fees:			1,345
Total Price:			<u>48,615</u>

Order Type: Retail PSP Month/Week:
 Scheduling Priority: 4-Dealer Order Build Priority: 99
 Customer Name:
 Customer Address:

Instructions:

IN STOCK

33,825⁰⁰ = 37,671⁰⁰
15% ST 169¹² 188³⁵

#1

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HERMISTON CHRYSLER DODGE JEEP RAM
 81143 US HWY 395
 HERMISTON, OR 978386228

Priced Order Confirmation (POC)

Date Printed: 2018-06-12 6:23 PM VIN: 1C4RDJAG4JC265968 Quantity: 01
 Estimated Ship Date: 2018-03-20 12:59 AM VON: 40147785 Status: KZ - Released by plant and invoiced
 Date Ordered: 2017-10-03 6:31 PM Ordered By: S49762N

Sold to: HERMISTON CHRYSLER DODGE JEEP RAM (45650)
 81143 US HWY 395
 HERMISTON, OR 978386228
 Ship to: HERMISTON CHRYSLER DODGE JEEP RAM (45650)
 81143 US HWY 395
 HERMISTON, OR 978386228

Vehicle: 2018 DURANGO SXT AWD (WDEL75)

	Sales Code	Description	MSRP(USD)
Model:	WDEL75	DURANGO SXT AWD	32,595
Package:	2BB	Customer Preferred Package 2BB	2,500
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PAU	Granite Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	YEP	Manuf Statement of Origin	0
	NHK	Engine Block Heater	95
	NAS	50 State Emissions	0
	GWA	Power Sunroof	1,295
	CFU	2nd Row Fold/Tumble Captain Chairs	995
	AMM	3rd Row Seating Group	995
	AJY	Popular Equipment Group	1,645
	AHX	Trailer Tow Group IV	995
	ADX	Blacktop Package	1,295
	YG1	7.5 Additional Gallons of Gas	0
	5N8	Top Sellers	0
	4EX	Sales Tracking	0
Destination Fees:			1,345
Total Price:			<u>43,755</u>

Order Type: Retail PSP Month/Week:
 Scheduling Priority: 3-Modified FMV Order Build Priority: 99
 Customer Name:
 Customer Address:

Handwritten: 37671⁰⁰ 33825
 .5% ST 18235 169¹²

Instructions:

Handwritten: #2

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



Oregon

Kate Brown, Governor

Department of Revenue
955 Center St NE
Salem, OR 97301-2555
www.oregon.gov/dor



BOARD CHAIR
MORROW COUNTY BOARD OF COMMISSIONERS
PO BOX 788
HEPPNER OR 97836-0788

Date: June 8, 2018
Letter ID: L1764889984
Case ID: 596402
Period ending: June 30, 2019

Dear BOARD CHAIR:

The Department of Revenue reviewed Morrow County's grant application as required by ORS 294.175. Based on this review, we determined that the fiscal year (FY) 2019 expenditure level established in the application for the assessment and taxation program is adequate either to maintain the county's property tax system or to bring the system into compliance.

This letter certifies Morrow County's participation in the County Assessment Function Funding Assistance (CAFFA) grant program.

- Your county's approved FY 2019 expenditure is \$872,594.00.
- Morrow County's distribution rate for FY 2019 is 0.0077.
- The estimate of total available dollars for distribution in FY 2019 is \$18,331,818.00.
- The estimate of FY 2019 grant dollars that your county will receive is \$141,411.64.

The actual amount of grant funds your county will receive during FY 2019 will depend on the total dollars actually collected during the year.

We remind each county of its commitment to fund its assessment and taxation programs at the level that the county governing body submitted in the grant application and that the department has approved. Any reduction in the dollar appropriation or any other resource restriction will result in loss of grant money.

Bram N. Ekstrand, Manager
Support, Assistance, and Oversight Section
Property Tax Division

Email: bram.n.ekstrand@oregon.gov
Telephone: (503) 302-1947
Fax: (503) 945-8737
TTY: (503) 945-8617

From: Sen Hansell <Sen.BillHansell@oregonlegislature.gov>

Date: June 14, 2018 at 4:10:59 PM PDT

To: Undisclosed recipients;

Subject: Meeting with Sen. Hansell on July 12th

Commissioners, District Attorneys, Sheriffs, Clerks, Treasurers, Surveyors, Assessors and Mayors of Gilliam, Sherman, Morrow, and Wasco Counties,

Hello,

Senator Hansell would like to invite you to a meeting to discuss potential legislation for the upcoming 2019 Legislative Session. Senator Hansell is able to introduce legislation to address any problem facing the State (and Eastern Oregon in particular), and he would love the opportunity to discuss these issues with you. Please bring any issues your city or county is facing and any possible solutions for these problems that you might have. He hopes to have as many elected officials in the room to discuss issues facing North Eastern Oregon as he can.

The hope is to have as many elected members as possible attend. If a quorum would occur (per public meeting laws) based on who is able to attend, please post the notices as needed.

We have arranged for the meeting to be held on July 12th from 1:00pm – 3:00pm at the North Gilliam County Fire District Building in Arlington. Their address is: 1500 Railroad Ave in Arlington just off Locust St. / John Day Hwy (OR 19).

We have also arranged with Judge Shaffer of Gilliam County for lunch to be provided at the Fire District Building beginning at 12:30 for those who are able to attend the meeting.

Mayors, please share this invitation to your city councilors and recorders (as we did not have email addresses for every city council member). We would love to have every elected member from the cities (who are able to attend) present.

Please let our office know if you are able to join us for this meeting. We look forward to seeing you at the North Gilliam County Fire District Building July 12th at 12:30pm for lunch or 1:00 for the meeting.

Invitees:

Senator Bill Hansell

Counties:

Gilliam County Judge and Commissioners

Sherman County Judge and Commissioners

Morrow County Commissioners

Wasco County Commissioners

District Attorneys for Gilliam, Sherman, Morrow, Wasco Counties

Sheriffs for Gilliam, Sherman, Morrow, Wasco Counties

Clerks, Treasurers, Surveyors, and Assessors for Gilliam, Sherman, Morrow, Wasco Counties

Cities:

Sherman County Mayors and City Councilors (Grass Valley, Moro, Rufus, Wasco)

Gilliam County Mayors and City Councilors (Arlington, Condon)

Morrow County Mayors and City Councilors (Boardman, Heppner, Lone, Irrigon, Lexington,)

Wasco County Mayors and City Councilors (Dufur, Shaniko, Antelope)

Thank you for your time and we hope to see you in Arlington on July 12th,

Branden

Branden Pursinger
Legislative Director
Senator Bill Hansell's Office
Senate District 29

503-986-1729

Sen.billhansell@oregonlegislature.gov

Branden.pursinger@oregonlegislature.gov

Darrell Green

From: Carla McLane
Sent: Monday, June 18, 2018 4:47 PM
To: Roberta Lutcher
Cc: Darrell Green
Subject: Fwd: B2H Update
Attachments: B2H timeline Jun 2018_update 061818.docx

Roberta,
Can you place in correspondence for this Wednesday's BOC? Important would be the email just below and attachment.
Thanks!
Sorry for the late notice,
Carla

Get Outlook for iOS

From: Maffuccio, Jeff <jmaffuccio@idahopower.com>
Sent: Monday, June 18, 2018 2:51 PM
Subject: RE: B2H Update

We received an update to Navy's schedule...related to clarification on item 2, below. We expressed concern with the intent of the language and Navy was willing to correct the information.

- The POAM previously stated: "(2) Navy approval of Land Use Authorization (easement) which would enable power lines to be swapped onto existing towers to support the project."
- The POAM now states: "(2) Navy would rescind the Land Use Authorization (easement) for BPA, which would include BPA relocating transmission lines off of Navy property. Navy would then need to approve the Land Use Authorization (easement) for IPC to remove existing towers and place new towers and transmission lines in the same location on Navy property to support the project."

Thanks,

Jeff

From: Maffuccio, Jeff
Sent: Tuesday, 12 June, 2018 13:13
To: Colburn, Mitch <MColburn@idahopower.com>; Reeder, Craig <creeder@agrinw.com>; 'Bob Levy (boblevy@windyriverfarms.com)' <boblevy@windyriverfarms.com>; 'Jim McClelland' <jmcclelland@westernmort.com>; 'jrcook@northeastoregonwater.org' <jrcook@northeastoregonwater.org>; 'Don Russell' <DRussell@co.morrow.or.us>; 'Carla McLane' <CMclane@co.morrow.or.us>; 'Kathleen_Cathey@wyden.senate.gov' <Kathleen_Cathey@wyden.senate.gov>; 'DOlsenEcon@aol.com' <DOlsenEcon@aol.com>; 'Robert Echenrode' <Robert.Echenrode@umatillaelectric.com>; 'Gary Neal' <garyn@portofmorrow.com>; 'PettigrewK@cityofboardman.com' <PettigrewK@cityofboardman.com>; Bergstrom, Michael <mbergstrom@agrinw.com>; Barclay, Kyle <kbarclay@agrinw.com>; Karen_wagner@merckley.senate.gov; SADHIR Ruchi * GOV <Ruchi.SADHIR@oregon.gov>; John Chatburn <john.chatburn@oer.idaho.gov>; Jordan.Noyes@mail.house.gov; Vickery, Matthew <mvickery@agrinw.com>
Cc: Johnson, Anders L (BPA) - TPL-TPP-2 <aljohnson@bpa.gov>; Aggarwal, Ravi K (BPA) - TPL-TPP-2 <rkaggarwal@bpa.gov>; Ackley, Sandra J (BPA) - ECP-4 <sjackley@bpa.gov>; 'Fritz, Brian' <Brian.Fritz@pacificorp.com>

Boardman to Hemingway Transmission Line Project: Navy Approvals

This portion of the project would require that the Navy cancel an existing easement with Bonneville Power Administration (BPA) and create a new easement with Idaho Power Company (IPC) for the transmission lines.

(1) Navy will need to complete three consultations along the NEPA Record of Decision.

(2) Navy would rescind the Land Use Authorization (easement) for BPA, which would include BPA relocating transmission lines off of Navy property. Navy would then need to approve the Land Use Authorization (easement) for IPC to remove existing towers and place new towers and transmission lines in the same location on Navy property to support the project.

Agency	Process	Action	Begin	Target Complete Date	Completed
Department of Energy DOE/BPA	Land Use Authorization	Idaho Power Company/Bonneville Power Administration submits an easement application with details to Navy (Whidbey Island Naval Air Station)			Apr 27, 2018
Navy	Land Use Authorization	Navy determines easement application complete			May 16, 2018
Navy	Endangered Species Act Consultation	Navy consults with USFWS on Washington Ground Squirrel	Jun 2018	Sep 2018	
Navy	NHPA Section 106	Navy consultation with Oregon SHPO on NHPA Section 106	Jun 2018	Nov 2018	
Navy	Tribal Consultations	Navy consultation with affected Tribes	Jun 2018	Nov 2018	
Navy	NEPA	Navy completes NEPA ROD	Nov 2018	Dec 2018	
DOE/BPA	NEPA	Bonneville Power Administration completes NEPA ROD	TBD		
DOE/BPA	Land Use Authorization	Bonneville Power Administration requests revisions to existing Use Agreement	TBD		
Navy	Land Use Authorization	Navy amends Use Agreement for Bonneville Power Administration*	Jan 2019 (estimated)	Feb 2019	
Navy	Land Use Authorization	Navy issues easement to Idaho Power Company	Feb 2019	May 2019	

* Dependent on BPA/DOE completing their NEPA decision document by Dec 2018/Jan 2019