

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 28, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

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. Accounts Payable and Payroll Payables
 - b. Minutes: April 7th
 - c. Intergovernmental Agreement for Sheriff's Services with the City of Irrigon
 - d. First Amendment to Oregon Health Authority Intergovernmental Agreement #166052 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services
5. **Business Items**
 - a. Discuss COVID Pay (Lindsay Grogan, Human Resources Manager)
 - b. Discussion – Ambulance Service Area Plan Proposal
 - c. Resolution No. R-2021-12: Declaring a Drought Emergency
 - d. Award Bid and Contract – Heating, Ventilation and Air Conditioning Services (Sandi Pointer, Public Works)
 - e. Eastern Oregon Economic Summit – Sponsorship Request (Tamra Mabbott, Planning Department Director)
 - f. Resiliency Grant and Tillamook County Creamery Association Grant Awards (Kate Knop, Finance Director)
 - g. Discussion – Irrigon Building Name
 - h. Emergency Operations Center Update
 - i. Building Projects Updates
6. **Legislative Updates**
7. **Department Reports**
 - a. Road Department Monthly Report
 - b. Clerk's Quarterly Report (Bobbi Childers)
 - c. Local Public Safety Coordinating Council Quarterly Report (Jessica Rose, Morrow County LPSCC Coordinator)
 - d. Weed Department Quarterly Report (Dave Pranger)
 - e. Public Health Department Quarterly Report (Nazario Rivera)
 - f. Human Resources Quarterly Report (Lindsay Grogan)
 - g. Surveyor's Quarterly Report (Matt Kenny)
8. **Correspondence**
9. **Commissioner Reports**
10. **Signing of documents**
11. **Adjournment**

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

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

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

Zoom Meeting Information

Join Zoom Meeting: <https://zoom.us/j/5416762546>
PASSWORD: 97836 Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Morrow County Board of Commissioners Meeting Minutes
April 7, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, John A. Bowles, Roberta Lutchter, Justin Nelson; Non-Staff: Kimberly Lindsay

Present Via Zoom

Staff: Bobbi Childers, Ronda Fox, Lindsay Grogan, Mike Gorman, Katie Imes, Crystal Jaeger, Ann Jones, Christy Kenny, Kate Knop, Tamra Mabbott, Matt Scrivner, Linda Skendzel, Heidi Turrell, Stephen Wrecsics; Non-Staff: Sheryll Bates, Torrie Griggs, David Lawlor, Debbie Pedro, Karen Pettigrew, David Sykes, Jonathan Tallman

Call to Order, Pledge of Allegiance & Roll Call: 9:02 a.m.

City & Citizen Comments: Boardman resident, Jonathan Tallman, brought up a letter his family received regarding their business, The Farmer’s Cup, located at 450 Laurel Lane. Mr. Tallman said he feared the access road to the coffee shop would be shut down, despite having been issued permits from the City of Boardman, which was now saying access will be closed per Morrow County. He said he tried to get some answers at last night’s Boardman City Council meeting, but they were unresponsive. Mr. Tallman asked the County to meet with him and all other interested parties, including Amazon, Umatilla Electric Cooperative, the Port of Morrow, landowners, and the City of Boardman. Commissioner Doherty asked the Planning Director to look at the Interchange Area Management Plan (IAMP) and review the “triggers” for the loop roads. County Counsel Justin Nelson agreed Mr. Tallman could contact him and that he would work with the Planning Director and Public Works Director on the matter.

Open Agenda: No items

Consent Calendar

Commissioner Lindsay asked to move the permit applications to Business Items.

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: February 3rd, 10th, 17th, 24th Business & Regular Meetings, March 3rd*
3. *Application for Tax Refund, Threemile Canyon Farms, LLC, \$27,718.18*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Applications to Build in the County Right-of-Way, Windwave Communications

Commissioner Lindsay said the locations were not depicted clearly in the application packets so she asked Matt Scrivner, Public Works Director, for a better illustration. Mr. Scrivner shared the interactive map provided by Windwave’s Blake Lawrence at the February 10th BOC Meeting.

Chair Russell recused himself, stating he had a financial interest in Windwave Communications.

Commissioner Lindsay moved to approve Permit Application #ORN for Necessity to Build on Right-of-Way, Bombing Range Road 1.9 miles from the intersection with Highway 730, for a

Communication Line. Commissioner Doherty seconded. Vote: Aye: Commissioner Doherty and Commissioner Lindsay. Recused: Chair Russell. Motion carried.

Commissioner Lindsay moved to approve Permit Application #ORO for Necessity to Build on Right-of-Way, Paterson Ferry Road at the intersection with Highway 730, for a Communication Line. Commissioner Doherty seconded. Vote: Aye: Commissioner Doherty and Commissioner Lindsay. Recused: Chair Russell. Motion carried.

Commissioner Lindsay moved to approve Permit Application #ORP for Necessity to Build on Right-of-Way, Olson Road S.E. at the intersection with Kunze Road S.E. for a Communication Line. Commissioner Doherty seconded. Vote: Aye: Commissioner Doherty and Commissioner Lindsay. Recused: Chair Russell. Motion carried.

Commissioner Lindsay moved to approve Permit Application #ORQ for Necessity to Build on Right-of-Way, Kunze Lane at the intersection with Olson Road S.E., for a Communication Line. Commissioner Doherty seconded. Vote: Aye: Commissioner Doherty and Commissioner Lindsay. Recused: Chair Russell. Motion carried.

Legislative Updates – None

Business Items, continued

Community Counseling Solutions Quarterly Report

Kimberly Lindsay, Executive Director

Ms. Lindsay provided an update on several legislative items that will impact services in Morrow County, as well as an update on the Governor's 988 Task Force, on which she is a member. Ms. Lindsay also discussed the possibility of expanding school-based counseling services to Sherman County and responding to the Request for Proposals issued by Umatilla County for Mental Health and Addiction Programs. Commissioner Lindsay expressed concern that Morrow County could become secondary to a larger county and CCS might spread itself "too thin." She said while CCS was capable of providing the services, she "selfishly" wanted Morrow County to remain the picture of what can happen with mental health, especially since it's where CCS started.

Road Use Agreement, Wheatridge Solar Project

Justin Nelson, County Counsel

Matt Scrivner, Public Works Director

David Lawlor, NextEra Energy

Mr. Nelson said this agreement mirrored the Road Use Agreement with NextEra for its wind project but with fewer roads impacted. Mr. Scrivner said the agreement covered Bombing Range Road, Strawberry Lane and Barak Martin Road.

Commissioner Doherty moved to approve the Road Use and Maintenance Agreement with Wheatridge Solar Energy Center, LLC, effective April 7, 2021. Prior to County's commencement of work on Solar Operator's requested road improvements, County and Solar Operator shall agree upon the costs of such requested road improvements. Solar Operator will pay such agreed-upon costs, plus an additional fee of 10% above said cost for County

administration of said road improvements. Commissioner Lindsay seconded. Unanimous approval.

Award Bid & Contract, Thin Lift Overlay Project and Kilkenny Corner Reconstruction Project
Matt Scrivner, Public Works

Mr. Scrivner said three bids were received for the two projects. He recommended awarding the bid and contract to American Rock Products and authorizing the Public Works Director to sign on behalf of the County.

Commissioner Lindsay moved to award and give the Public Works Director authority to sign the contract on behalf of the County with American Rock Products. Commissioner Doherty seconded. Discussion: Commissioner Lindsay asked if the higher amount was due to additional work. Mr. Scrivner replied, yes, it made more sense to have the contractor do the Little Butter Creek project because the County had so much chip seal to do to finish the entire project. Commissioner Doherty asked Mr. Nelson if it was appropriate to have the Public Works Director sign this. Mr. Nelson said he didn't recall if the Public Works Director had been authorized to sign in the past. Mr. Scrivner said he was authorized to sign on the Amazon project. He said a notice of award had to be signed on Friday, and there were other documents he'd sign to keep the project moving. Commissioner Doherty asked why this item was rushed through and why its need wasn't anticipated, given the multi-year plans for road improvements by Public Works. Mr. Scrivner explained the Little Butter Creek project was part of the five-year plan but the work at Baseline Lane and Kilkenny Corners was not. Unanimous approval.

Award Bid, Video Surveillance System for The Loop Vehicle Fleet

Katie Imes, Coordinator, The Loop

Ms. Imes explained four quotes were received and the review panel recommended awarding the bid to Safety Vision. She listed the reasons why it was chosen over the others, despite it being the mid-level bid of the three that met the qualifications.

Commissioner Doherty moved to approve Safety Vision as the supplier of a video surveillance system for The Loop fleet, in the amount of \$26,688 (50% Federal share and 50% local share). Commissioner Lindsay seconded. Unanimous approval.

Appointment Request to the Statewide Transportation Improvement Fund Advisory Committee

Katie Imes, Coordinator, The Loop

Ms. Imes said there were two vacancies on the STIF Committee and she received one application for appointment from Scott Green. Mr. Green is a Boardman resident and employed at the Boardman Pool and Recreation Center.

Commissioner Doherty moved to appointment Scott Green to the STIF Advisory Committee representing Local Government and Major Destinations of Users of Public Transit; term to be April 7, 2021 through April 7, 2024. Commissioner Lindsay seconded. Unanimous approval.

Break: 10:28-10:40 a.m.

2021 Employee Handbook & Policies

Lindsay Grogan, Human Resources Manager

Ms. Grogan reviewed the updates as a result of the March 24th BOC Meeting. Additional revisions were requested. The topic was scheduled again for April 21st.

First Reading, Ordinance No. ORD-2021-2 Adopt New Goal 10 Housing Chapter of the Comprehensive Plan

Tamra Mabbott, Planning Director

Ms. Mabbott provided the First Reading by title: “An Ordinance Amending the Morrow County Comprehensive Plan to Adopt a New Chapter, Goal 10 Housing.”

The Second Reading and potential Adoption will take place April 21st.

First Reading, Ordinance No. ORD-2021-3 Adopt New Rural Residential 10-Acre Zone

Tamra Mabbott, Planning Director

Ms. Mabbott provided the First Reading by title: “An Ordinance Amending the Morrow County Zoning Ordinance to Adopt a New Rural Residential 10-Acre Zone.”

The Second Reading and potential Adoption will take place April 21st.

Blue Mountain Community College April 21st Meeting Topics

Commissioner Doherty said the BMCC representatives would like to discuss some of the challenges faced by the college. He said if the Commissioners understand those challenges, they will be in a better position to help BMCC, which has become an important part of the region. Commissioner Doherty offered to put together a list of questions for the meeting.

Emergency Operations Center Update

- Undersheriff Bowles provided current positive case and vaccination statistics and talked about the vaccination events held in conjunction with the Oregon Health Authority and the Federal Emergency Management Agency. He said two-day events will be held in each end of the County. A great deal of work went into getting the FEMA trailer on-site in Morrow County, he said. Morrow County’s pilot project will make it easier for other cities and counties across the State to do similar events with OHA and FEMA, he added. Undersheriff Bowles said he did not foresee the need for vaccination events to continue because the Public Health Department, clinics and pharmacies in the County will be able to handle things going forward. He said the decrease in demand for the vaccines was also being experienced in large counties.

Building Project Updates

- Administrator Darrell Green said preliminary plans are being put together on the coordination of the move from the old building to the new building.
- Chair Russell said a decision on the name of the building needed to be made relatively soon. He asked the Commissioners to review the packet of name ideas submitted by members of the public.

Department Reports

- Mr. Green reviewed the Administrator's Monthly Report.
- Undersheriff Bowles reviewed the Sheriff's Office Monthly Report. He noted Sheriff Ken Matlack would be on medical leave for the next four-to-six weeks.
- Fair Secretary Ann Jones reviewed the Fair Office's Quarterly Report.
- District Attorney Justin Nelson provided a verbal quarterly report.

Correspondence

- Morrow County 4-H April newsletter.

Commissioner Reports

Reports of activity were provided by the Commissioners.

Comments Prior to Executive Session

Chair Russell said there would be no decisions following the Executive Session.

12:11 p.m. Executive Session: Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

12:35 p.m. Closed Executive Session

Signing of documents

Adjourned: 12:45 p.m.

DRAFT



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

(For BOC Use)
 Item #
 40

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

Staff Contact: Kenneth W. Matlack/ John A. Bowles Phone Number (Ext): 5102
 Department: Sheriff's Office Requested Agenda Date: 04/28/2021
 Short Title of Agenda Item: **Irrigon/ Morrow County Sheriff's Office Contract**
 (No acronyms please)

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 type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **City of Irrigon**
 Contractor/Entity Address: **PO Box 428, Irrigon, OR. 97844**
 Effective Dates – From: **July 1, 2021** Through: **June 30, 2022**
 Total Contract Amount: **\$96,822.00** Budget Line: **101-113-3-30-3570**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

John A. Bowles	04/14/2021	Department Head	Required for all BOC meetings
	DATE		
Darrell Green	01-14-2021	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):

This is a contract for Law Enforcement services between the City of Irrigon and the Morrow County Sheriff's Office for the 2021-2022 budget year. The only changes compared to last years contract are the dates with a 2% contract increase as negotiated by the City of Irrigon (Aaron Palmquist) and the Morrow County Sheriff's Office (Kenneth Matlack).

2. FISCAL IMPACT:

\$96,822.00 is equivalent to the cost of a Certified Patrol Deputy with an Intermediate Certificate on step one.

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

If the Board of Commissioners is satisfied with the contract as presented.
Move to accept the contract with the City of Irrigon, sign and forward to Sheriff Kenneth W. Matlack and the City of Irrigon to sign.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Irrigon, "City."

RECITALS

1. The City desires to maintain a law enforcement presence to handle all public safety and law enforcement matters. The Sheriff has offered to provide the City with law enforcement by assigning deputies to the City for law enforcement. These deputies would focus on law enforcement and safety concerns for the City of Irrigon. The Agreement will facilitate the goals of both the City and the Sheriff by governing the service to be provided by the Sheriff to the City and providing for compensation for such services to be paid to the Sheriff.
2. The City desires to contract with the Sheriff and the County and the Sheriff and County desire to contract with City to provide law enforcement services to the City under the terms and conditions stated in this agreement.
3. Oregon law allows for the Cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement ORS 190.010 and 205.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, CONTAINED, IT IS MUTUALLY AGREED AS FOLLOW:

1. Sheriff and County agree to provide law enforcement protection and services in the following particulars as described below:
 - a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal enforcement, traffic enforcement, city code, or related fields within the power of the Sheriff to provide.
 - b. The Sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 2080 hours per year for public safety coverage for the City, consisting of approximately 173 hours per month. Public safety coverage means the Sheriff will have a deputy available for law enforcement, including code enforcement, whether complaint driven or observed while providing services, in the City. Law Enforcement will include code enforcement, time spent at trials and hearings, report writing and attending City meetings as requested. The term law enforcement and public safety includes those duties customarily and statutorily performed by certified police officers. The term "law enforcement" includes random and non-directed vehicular or on-foot activities through the

streets, roads, parks, fields, buildings or other places or locations by trained Sheriff Office personnel. Deputy training will be the responsibility of the Sheriff, which will be done in accordance with Sheriff's Office policies. The parties to this agreement understand that regular officer training is essential to maintain both officer certification and high departmental standards.

- c. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce all laws including violations of municipal codes and ordinances. The Sheriff's Office will respond to calls for services involving law enforcement, public safety and code violations. Such code violations are to be noticed and processed accordingly, not waiting for complaints to take action. These calls for service patrol and code will be dispatched to any available deputy. If a deputy is unavailable the call will be forwarded to the next available deputy. The City of Irrigon, through the City Manager, will be responsible for administrative letters or correspondence that are mailed to citizens that deal with warning or violations of the municipal code and ordinances following response or communication from a deputy.
- d. The deputies assigned to fulfill the terms of this agreement shall be assigned to work the "City of Irrigon" as set forth on the "attached" map unless needed for transport of City prisoners, out of the area hearings or trials involving City cases, or Sheriff's Office emergency. In the case of emergencies or in situations where the Irrigon deputy must leave the City of Irrigon, the Sheriff's Office will provide the same emergency coverage the Sheriff's Office provides the City on the date this agreement is signed. The hours spent away from the City will be replaced as soon as practicable. Time spent away from the City, as noted above, will not count against the total hours contracted.
- e. A written monthly report of the deputies' activities will be emailed to City Hall the first week of the following month of service in Excel format.
- f. The City through the City Manager and the Sheriff or his assigned departmental liaison will collaborate to develop programs and enforcement goals for implementation. All parties will endeavor to keep open communications and will work cooperatively to meet the conditions of this agreement. The City shall not make requirements upon the Sheriff, which would violate any law, collective bargaining agreement, or cause undue liability for either party. The City Manager may advise the Sheriff's Office whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to adjust to meet expectations if possible.

- g. The Sheriff will determine which deputy(s) are assigned to the City.
 - h. The City Manager may request special or emergency law enforcement, or safety related assistance by the Sheriff's Office. All requests will be forwarded to the 911 center to be documented for dispatch prioritization with other calls for service.
- 2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff.
- 3. For purposes of performing under this contact, Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and supplies necessary to maintain the level of services hereunder.
- 4. The Sheriff, his Deputies, including Special and Reserve Deputies, are vested with full power and authority within the corporate limits of the City to enforce laws as set forth in Section 1 above.
- 5. All persons employed in the performance of service and functions pursuant to this agreement shall be County employees and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.
- 6. The City shall not be called upon to assume liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff personnel performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.
- 7. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.
- 8. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Acts, the County shall defend, indemnify and save City, its officers, agents, and employees harmless

from any and all claims, actions, costs or other damages resulting from injury to any person or damages to property caused by the negligence of the County performing under this agreement.

9. This agreement shall be effective the first day of July 2021 and run for one (1) year, unless terminated as provided herein. To modify, renew or not renew the agreement, parties must meet in January of the contract period. Either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the IGA according to its terms. If either party desires to terminate this agreement without cause, they may do so by providing the other party with a 90-day written notice.
10. The City will pay the County for services under this agreement as provided herein at the rate of an amount not to exceed \$96,822.00 per fiscal year. Such contract costs shall be broken down and provided to the City (Personnel: salary, Health, FICA, Medicare, retirement, unemployment, disability, life, W.C., overtime; Material and Services: uniforms, training, gas, vehicle supplies, ammunition, phones, miscellaneous, vehicle maintenance/repair, radio repair). Payment is to be made in quarterly payments on October 1, January 1, April 1, and June 30.
11. The City of Irrigon will purchase a vehicle every three years, with discussion to occur at the renewal meeting in January prior to the beginning of the new fiscal year as to the specific description of the vehicle. The purchased vehicle is to return to the City of Irrigon three years following the purchase of the agreed to vehicle. If this agreement is terminated by either party prior to the expiration date of the agreement, City shall will receive purchased vehicle back from County within 30 days of expiration of agreement.
12. This agreement shall be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.
13. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.
14. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.
15. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party

gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection 15.a, either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.

d. Pending final resolution of a dispute or pending termination of this agreement under this section, the parties shall proceed diligently with performance of this agreement.

e. If a default occurs and it is not resolved under subsection 15.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

f. Any litigation arising out this agreement shall be conducted in the Morrow County Oregon Circuit Court.

16. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.

17. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

MORROW COUNTY

CITY OF IRRIGON

Kenneth W. Matlack, Sheriff / _____
Date

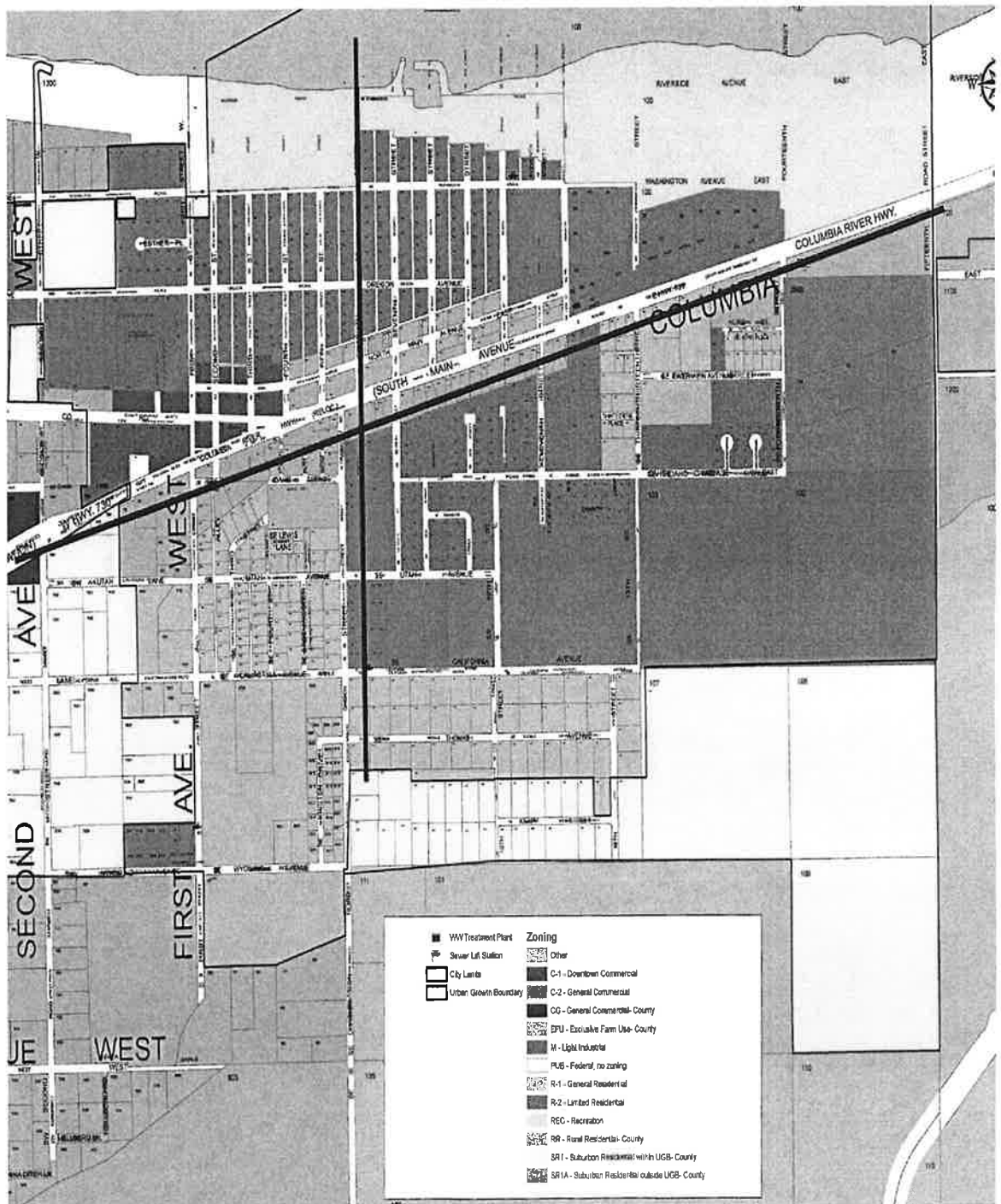
Daren Strong, Mayor / _____
Date

Don Russell, Chair / _____
Date

Aaron Palmquist, City Mrg. / _____
Date
Attest

Jim Doherty / _____
Date
Commissioner

Melissa Lindsay / _____
Date
Commissioner





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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): (541) 676-2529
Requested Agenda Date: 4/28/2021

Amendment to Oregon Health Authority Intergovernmental Agreement 166052-1

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: 635 Capital Street NE Salem, OR 97301
Effective Dates - From: 01/01/2021 Through: 12/31/2021
Total Contract Amount: \$150,000 Budget Line: 101-199-5-50-5500
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
DATE
Administrator 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

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):

Amendment #1 to the Intergovernmental Agreement for the financing of Mental Health, Addiction Treatment, Recovery and Problem Gambling Services Agreement #166052 is adding \$150,000 to Non-Residential Community Mental Health Services for Adults.

2. FISCAL IMPACT:

N/A

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

Motion to approve and have Chair Russell sign Amendment, 166052-1

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.

**FIRST AMENDMENT TO
OREGON HEALTH AUTHORITY
2020-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #166052**

This First Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (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 by: Director, OHA Health Systems Division

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 30, 2019; e-mail in contract file.

OHA Program:

Approved by Theresa Naegeli on March 15, 2021; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: **M0296**

CONTRACT#: **166052**

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAGE CD	BASE	CLIENT CODE	SFF
FISCAL YEAR: 2020-2021														
		BASE	NON-RESIDENTIAL MENT											
20	401		MENRMH	1/1/2021 - 6/30/2021	0 /N/A	\$0.00	\$75,044.61	\$0.00	A					
TOTAL FOR SE# 20							\$75,044.61	\$0.00						
TOTAL FOR 2020-2021							\$75,044.61	\$0.00						
FISCAL YEAR: 2021-2022														
		BASE	NON-RESIDENTIAL MENT											
20	401		MENRMH	7/1/2021 - 12/31/2021	0 /N/A	\$0.00	\$75,044.61	\$0.00	A					
TOTAL FOR SE# 20							\$75,044.61	\$0.00						
TOTAL FOR 2021-2022							\$75,044.61	\$0.00						
TOTAL FOR M0296 166052							\$150,089.22	\$0.00						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 03/10/2021

Contract#: 166052
REF#: 002

REASON FOR FAAA (for information only):

Non-Residential Community Mental Health Services For Adults (MHS 20),
payments are added.



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

(For BOC Use)
 Item #
 5a

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

Presenter at BOC: Lindsay Grogan
 Department: Human Resources
 Short Title of Agenda Item:
 (No acronyms please) **COVID Pay Policy**

Phone Number (Ext): 5620
 Requested Agenda Date: 4/28/2021

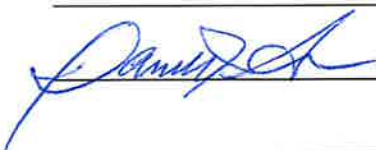
This Item Involves: (Check all that apply for this meeting.)

<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: 3-5 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:

_____	DATE	Department Director	Required for all BOC meetings
	4/22/21	Administrator	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
Lindsay Grogan	4/22/2021	Human Resources	*If appropriate

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

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

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

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

The Family First Coronavirus Response Act FFCRA expired on 12/31/2020. Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work due to a need for leave because the employee:
COVID PAY A - FULL PAY-

- (1) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (2) has been advised by a health care provider to self-quarantine related to COVID-19;
- (3) is experiencing COVID-19 symptoms and is seeking a medical diagnosis;

COVID PAY B - 2/3 PAY -

- (1) is caring for an individual subject to an order described in or self-quarantine
- (2) is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
- (3) is experiencing any other substantially-similar condition specified by the Secretary of Health.

As of 12/31/2020, we are no longer required to provide paid leave. However, COVID A and B were extended through 4/30/21 by the BOC.

It is the recommendation of the Emergency Command team to end COVID pay at this time as there are many available vaccines and there has been an adequate period of time for employees to receive the vaccine.

The suggested motion would only be to end the temporary COVID Emergency Leave Policy, however the remaining COVID policies such as; COVID Safeguards and Notification of Exposure would remain in effect.

Any employee required to quarantine by a Health Official, will need to use their own PTO-Sick leave.

2. FISCAL IMPACT:

N/A

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

Motion to end the temporary COVID-19 Emergency Leave Policy which includes paid sick leave for COVID-19 issues.

Attach additional background documentation as needed.



Novel Coronavirus/COVID-19 Emergency Leave Policy

In response to changes in federal law (the Families First Coronavirus Response Act) and Oregon law (the Oregon Family Leave Act, per administrative regulation), Morrow County issues the following temporary policy. This policy goes into effect April 2, 2020, and ends on December 31, 2020, unless specified below or unless Morrow County announces a continuation of this policy in writing.

This policy does not replace Morrow County's existing policies on FMLA, OFLA or sick leave, and should be read in conjunction with those policies. See Family Medical Leave Policy on article 8 page 7; Sick Leave Policy on article 8 page 2. Questions about this policy should be directed to the Human Resources Director.

Paid Sick Leave for COVID-19 Issues

If an employee is unable to work or telework due to a qualifying reason related to the COVID-19 pandemic, they will be eligible to take paid leave as described below. All employees are eligible for this type of leave with two exceptions that are identified below. This leave is in addition to paid leave [or PTO] employees accrue under Morrow County's Sick Leave Policy, employees accrued sick leave banks will not be withdrawn from for leave taken under this policy.

Exceptions

COVID-19 Paid Sick Leave is not available to health care providers or emergency responders.

Qualifying Reasons for COVID-19 Paid Sick Leave

- (1) *Quarantine* — to comply with a federal, Oregon or local quarantine or isolation order related to COVID-19. This does not include situations where a city or county orders its residents to "shelter in place".
- (2) *Self-Quarantine* — to self-quarantine, if the employee has been advised to do so by a local healthcare provider.
- (3) *Diagnosis or Treatment* — to obtain a medical diagnosis or treatment if the employee is experiencing symptoms of COVID-19.
- (4) *Care for a Quarantined Individual* — to care for an individual required to be quarantined or advised to be quarantined.
- (5) *Child Care* — to care for an employee's son or daughter if the son or daughter's school or child care provider has been closed or is unavailable due to COVID-19-related issues.

(6) *Substantially Similar Care* — to care for a substantially similar condition, as determined by the secretary of health and human services.

"Son or daughter" – For purposes of this paid sick leave, a "son or daughter" is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of mental or physical disability" at the time FMLA leave is to commence.

Accrual of and Requesting COVID-19 Paid Sick Leave

Full-time employees will receive 80 hours of COVID-19 Paid Sick Leave. The number of hours of COVID-19 Paid Sick Leave available to part-time employees depends on the number of hours the employee is scheduled to work during a two-week period and may be calculated using the average number of hours worked in the six months leading up to the leave's start. As an example, if a part-time employee works, on average, 20 hours per week, the employee would be entitled to 40 hours of COVID-19 Paid Sick Leave.

Any unused COVID-19 Paid Sick Leave will not carry over into 2021. Employees will not be paid the value of any unused COVID-19 Paid Sick Leave if they quit, retire or are fired.

Although COVID-19 Paid Sick Leave is available to employees immediately, employees must follow Morrow county's call-in requirement for regular sick leave. Under Morrow County's call-in procedure article 8 page 2.

Further, employees will be expected to verify the need for COVID-19 Paid Sick Leave, as follows:

- (1) *Quarantine* — A copy of the order from a federal, Oregon or local government entity requiring quarantine or isolation relating to COVID-19. This order must include the Employee's name or other identifying information sufficient to allow Morrow County to conclude that the order affects a particular employee.
- (2) *Self-Quarantine* — Written verification of the need to self-quarantine from the employee's healthcare provider.
- (3) *Diagnosis or Treatment* — Written verification from the employee's health care provider of the employee's effort to receive a medical diagnosis for COVID-19 or treatment if the employee is experiencing symptoms of COVID-19.
- (4) *Care for a Quarantined Individual* — A copy of the order or other documentation from a federal, Oregon or local government regarding the individual's requirement to be quarantined that includes the individual's name or written verification of the need to quarantine from the individual's health care provider.

- (5) *Child Care* — No verification required for school closures due to COVID-19 issues if evidence of closure is publicly available. Written verification from the child care provider about its/his/her unavailability to provide child care due to COVID-19-related issues.
- (6) *Substantially Similar Care* — Written verification of the employee's need to stay home from work from the employee's health care provider.

Caps on Value of COVID-19 Paid Sick Leave

For leave due to reasons (1), (2) or (3), above, an employee will earn the employee's regular rate of pay, capped at \$511 per day, for a maximum of \$5,110 (over a two-week period).

For leave due to reasons (4), (5) or (6), above, an employee will earn 2/3 of the employee's regular rate of pay, capped at \$200 per day, for a maximum of \$2,000. Note, however, that additional paid leave may be available to employees who take School Closure Leave, discussed below.

Employees who receive COVID-19 Paid Sick Leave may supplement this pay with accrued sick leave or vacation time to meet their full salary expectations, but they will not be paid from both COVID-19 Paid Sick Leave and vacation/sick leave for the same hours.

Family Medical Leave Act and the Oregon Family Leave Act Policy for School Closures

Employees may be eligible to receive time off under FMLA and/or OFLA when the employee is unable to work (or telework) due to a need to care for a son or daughter if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.

The leave of absence available under this policy, under FMLA and OFLA, will be referred to as "School Closure Leave", regardless of the terminology used in both laws. If not specifically addressed in this policy, all other provisions in Morrow County's Family Leave Policy apply.

Exceptions

School Closure Leave under FMLA is not available to health care providers or emergency responders. School Closure Leave may be available to health care providers and emergency responders under OFLA, however, if the Eligibility Requirements are met (discussed below).

Definitions

"Son or daughter" – For purposes of FMLA leave, a "son or daughter" is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of mental or physical disability" at the time FMLA leave is to commence. For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of *in loco parentis*. For purposes of OFLA, the "son or daughter" must be under the age of 18 or over 18 if incapable of self-care.

"Place of care" includes child care providers, and means a provider who receives compensation for providing child care services on a regular basis,

"School" means elementary or secondary school. Community college, university, college, or other post-secondary schools are not included.

Eligibility Requirements

FMLA: Employees who have worked for Morrow County in the 30 calendar days leading up to the start of the School Closure Leave.

OFLA: Employees who have been employed for at least 180 days and worked an average of at least 25 hours per week leading up to the start of the School Closure Leave.

Length of Leave

FMLA: Up to 12 weeks of leave, to be taken any time during the period of April 1, 2020, and December 31, 2020. If FMLA leave under this policy is started on December 1, 2020 (for example), the employee will not be allowed to continue the leave past December 31, even if the employee still has available FMLA leave.

OFLA: Up to 12 weeks of unpaid leave, to be taken any time during the period of March 18, 2020, to September 13, 2020. The 12 weeks of School Closure Leave must be used before September 13, 2020; no available School Closure Leave may be used after September 13, 2020.

School Closure Leave under these laws will run concurrently, where applicable. Morrow County will apply the law that is most generous to the employee if the School Closure Leave runs concurrently.

Employees who have already exhausted 12 weeks of FMLA [or OFLA] leave in Morrow County's 12-Month Period may not be eligible to take an additional 12 weeks of School Closure Leave, depending on the employee's eligibility under FMLA [and OFLA].

Notice and Verification

FMLA: Where the necessity for School Closure Leave is foreseeable, an employee shall provide the employer with as much notice as practicable.

OFLA: Employees must provide at least 30 days' notice before School Closure Leave is to begin if the reason for leave is foreseeable. If 30 days' notice is not foreseeable or practical, an employee must give verbal or written notice to Morrow County within 24 hours of commencement of the leave.

Under both laws' School Closure Leave, no verification is required for school closures due to a public health emergency if evidence of closure is publicly available. Written verification from the "place of care" about its/his/her unavailability to provide child care due to a public health emergency is required.

Benefits During Leave

FMLA: The first ten days of leave are unpaid; employees may, however, use COVID-19 Paid Sick Leave or any other accrued paid leave during this period.

After the first ten days of School Closure Leave, and for each day thereafter, Morrow County will provide paid leave calculated at two-thirds of an employee's regular rate of pay and the number of hours the employee would otherwise be normally be scheduled to work. Paid leave will not exceed \$200 per day, or \$10,000 in the aggregate (covering a 10-week period).

Employees who receive School Closure Leave may supplement their pay with accrued COVID-19 Paid Sick Leave, or sick leave or vacation time under Morrow County's policies, to meet their full salary expectations, but they will not be paid from both School Closure Leave and COVID-19/vacation/sick leave for the same hours.

OFLA: OFLA School Closure Leave is unpaid. Employees may, however, use any accrued paid leave during the period of OFLA School Closure Leave.

If an employee is on approved School Closure Leave under either or both laws, Morrow County will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. An employee wishing to maintain health insurance during a period of approved School Closure Leave will be responsible for bearing the cost of his/her share of group health plan premiums which had been paid by the employee prior to the School Closure Leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a School Closure Leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in Morrow County benefit plans.

Job Protection

FMLA and OFLA: Employees returning to work from School Closure Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring School Closure Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated School Closure Leave period, reinstatement may not be available unless the law requires otherwise.

No-Retaliation

Morrow County will issue discipline, up to and including termination, to anyone who retaliates against an employee who asks about, requests or uses School Closure Leave or COVID-19 Paid Sick Leave.

OREGON HEALTH AUTHORITY EMERGENCY MEDICAL SERVICES & SYSTEMS
COUNTY AMBULANCE SERVICE AREA PLAN REVIEW

County:

Draft Version:

Date Plan Received:

Review Conducted By:

Date Plan Review Was Completed:

Plan Approved: _____ Approved By: _____ Date Approved: _____

NOTE: The Division must approve or disapprove the plan within 60-days of the receipt of the final plans submitted with a Commissioner's signature.

Subjects to be considered in an Ambulance Service Plan (333-260-0030)

- (1) A county is required to include in a plan, each of the subjects or items set forth in these rules and to address and consider each of those subjects or items in the adoption process.
- (2) The plan submitted to the Division for approval must contain a certification signed by the governing body of the county that:
 - (a) Each subject or item contained in the plan was addressed and considered in the adoption of the plan;
 - (b) In the governing body's judgment, the ASAs established in the plan provides for the efficient and effective provision of ambulance services; and
 - (c) To the extent they are applicable, the county has complied with ORS 682.205(2)(3) and 682.335 and existing local ordinances and rules.

Required components of the Ambulance Service Area Plan

Plan submitted in proper format

Yes []

No []

Certification signed by a member of the county's governing body that submitted the county ASA plan

Compliant []

Non-Compliant []

Comments:

Overview of county (demographic and geographic description)

Compliant []

Non-Compliant []

Comments:

Definitions list

Compliant []

Non-Compliant []

Comments:

Boundaries: 333-260-0040

(1) The entire county must be included in a plan. One or more ASAs may be established in a plan. The county or contiguous counties are solely responsible for establishing all ASA boundaries within the county's jurisdiction.

(2) A map showing ASA boundaries and response time zones must be included in the plan, along with a narrative description of each ASA.

(3) A map depicting all "9-1-1", fire district and incorporated city boundaries within the county must be included in the plan.

(4) The plan must describe the major alternatives considered, if any, for reducing the effects of artificial and geographical barriers on response times.

Map(s) depicting ASA boundaries with response time zones

Compliant []

Non-Compliant []

Comments:

Narrative description of each ASA

Compliant []

Non-Compliant []

Comments:

Map(s) depicting "9-1-1", fire districts and incorporated city boundaries

Compliant []

Non-Compliant []

Comments:

Alternatives considered reducing response times, if needed

Compliant []

Non-Compliant []

Comments:

Comments:

Personnel

Compliant []

Non-Compliant []

Comments:

Medical supervision

Compliant []

Non-Compliant []

Comments:

Patient care equipment

Compliant []

Non-Compliant []

Comments:

Vehicles and vehicle equipment and safety requirements

Compliant []

Non-Compliant []

Comments:

Initial and continuing education for EMS personnel

Compliant []

Non-Compliant []

Comments:

Quality Assurance Program

Monitors compliance with pertinent statutes, ordinances and rules

Compliant []

Non-Compliant []

Comments:

Monitors compliance with standards for prehospital provider notification, response and patient care

Compliant []

Non-Compliant []

Comments:

Provides for problem resolution and legal sanctions for non-compliant personnel or providers

Compliant []

Non-Compliant []

Comments:

Coordination 333-260-0060

The county may delegate authority for development and administration of the plan to an intergovernmental body.

The plan must address and consider:

- (1) A process for the county to receive input from prehospital care consumers, providers and the medical community.
- (2) Mutual aid agreements for ambulance responses from outside of the service area and responses to other service areas to meet the need for service in unusual circumstances.
- (3) Ambulance service providers' responsibilities in the event of a disaster, including: coordination with county resources and determination of methods for obtaining out-of-county resources other than ambulances, a process for adoption of a mass-casualty incident plan that is recognized and approved by the county's emergency management administration.
- (4) Personnel and equipment resources in addition to the ambulance provider for response to incidents involving but not limited to:
 - (a) Hazardous Materials;
 - (b) Search and Rescue;
 - (c) Specialized Rescue; and
 - (d) Extrication.
- (5) Emergency radio and telephone communications systems for the county. Mechanisms for the following must be in operation or scheduled for implementation:
 - (a) Access to the Emergency Medical Services System centralized emergency telephone numbers;
 - (b) Dispatch of ambulances staffed in accordance with the plan and other emergency resources based on emergency medical protocols; and
 - (c) U.S. Department of Transportation, National Highway Traffic Safety Administration, Emergency Medical Services Dispatcher: National Standard Curriculum or equivalent training for all emergency medical services dispatchers.

Delegated authority for the development and administration of plan to an intergovernmental body

Compliant [] Non-Compliant []

Comments:

Process to receive input from prehospital care consumers, providers and the medical community

Compliant [] Non-Compliant []

Comments:

Mutual aid agreements

Compliant [] Non-Compliant []

Comments:

Responsibilities of ambulance provider in the event of a disaster:

Coordination with county resources other than ambulances

Compliant [] Non-Compliant []

Comments:

Determination of methods for obtaining out-of-county resources

Compliant [] Non-Compliant []

Comments:

Process for adoption of a mass casualty incident plan that is recognized and approved by the county's emergency management administration

Compliant [] Non-Compliant []

Comments:

Personnel and equipment resources in addition to ambulance provider for response to:

Hazardous materials

Compliant [] Non-Compliant []

Comments:

Search and rescue

Compliant [] Non-Compliant []

Comments:

Specialized rescue

Compliant [] Non-Compliant []

Comments:

Extrication

Compliant [] Non-Compliant []

Comments:

Emergency radio and telephone communications

Access to EMS by telephone

Compliant [] Non-Compliant []

Comments:

Radio system identified

Compliant [] Non-Compliant []

Comments:

Dispatch procedures and protocols

Compliant [] Non-Compliant []

Comments:

Training of emergency dispatchers

Compliant [] Non-Compliant []

Comments:

Provider selection (333-260-0070)

(1) The county is solely responsible for designating and administering the process of selecting an ambulance service provider.

(2) The plan must address and consider a process for:

- (a) Assigning and reassigning of an ambulance service provider to an ASA;
- (b) Responding to an application by a provider for an ASA;
- (c) Responding to notification that an ASA is being vacated; and
- (d) Maintaining the existing level of service after notification that a provider is vacating an ASA.

(3) The county shall designate one emergency ambulance provider for each ASA. The county may designate one or more non-emergency ambulance provider for each ASA.

Assigning an ASA

Compliant [] Non-Compliant []

Comments:

Reassigning an ASA

Compliant [] Non-Compliant []

Comments:

Application process

Compliant [] Non-Compliant []

Comments:

Notification that an ASA is being vacated

Compliant [] Non-Compliant []

Comments:

Maintaining existing level of service after notification that a provider is vacating an ASA
Compliant [] Non-Compliant []

Comments:

County Ordinance and Rules

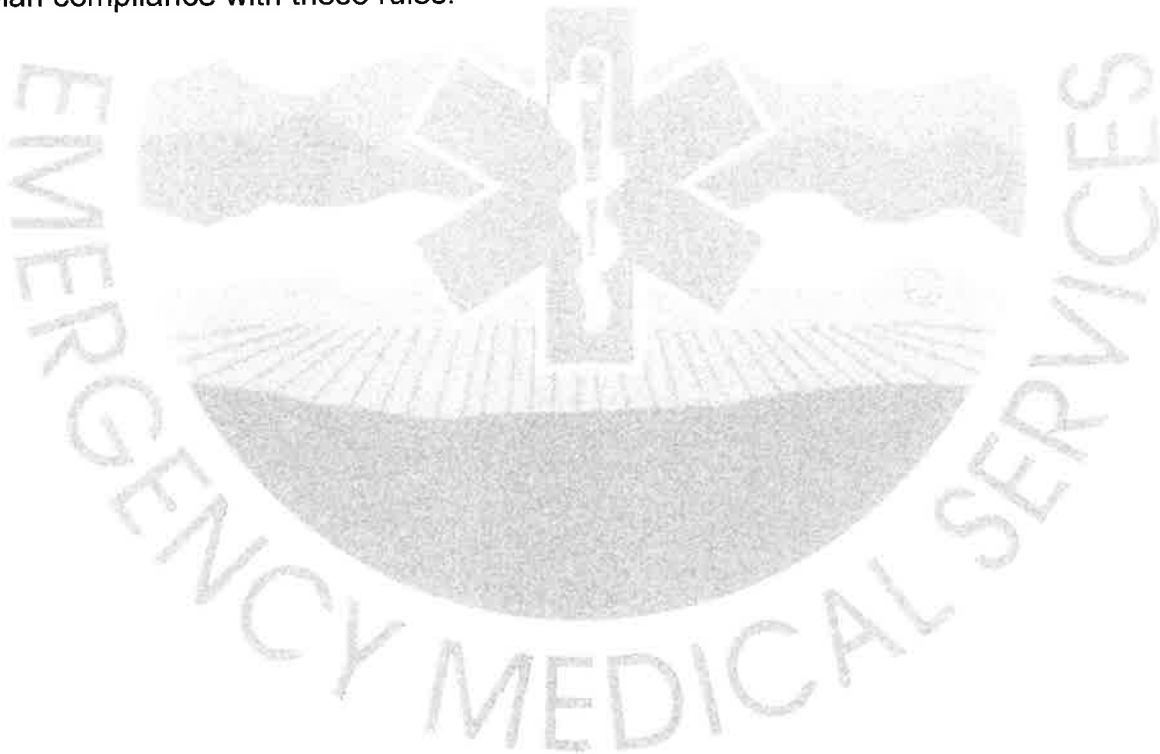
(4) Procedures for the Division's review of a plan submitted under section (3) of this rule are set forth in ORS 682.205(6). Except for the time frames, plans submitted prior to April 1, 2001, but not yet approved by the Division shall be processed in the same manner.

(5) The Division's approval of a plan or amendments is limited to determining whether there has been compliance with these rules.

(6) A county is required to amend their plan, if necessary, to comply with any amendments made in ORS chapter 682 or OAR chapter 333, divisions 250, 255 or 260. The Division shall notify the county in writing each time an amendment is made in either the statute or administrative rules that may affect the plan. Anytime a county plan is amended, the county must submit a copy of the amended plan to the Division.

(7) The Division shall review each county plan no less than once every five years to ensure compliance with the statutes and administrative rules pertaining to a county ambulance service area plan. The Division shall notify the county of the results of the review.

(8) The Division may seek the advice of the State Emergency Medical Service Committee concerning plan compliance with these rules.



MORROW COUNTY
AMBULANCE SERVICE AREA PLAN

**CERTIFICATION
OF
MORROW COUNTY
AMBULANCE SERVICE AREA PLAN**

The undersigned certify, pursuant to Oregon Administrative Rule 333-260-0030(2)(a)(b)(c), that:

1. Each subject or item contained in the Morrow County Ambulance Service Area Plan has been addressed and considered in the adoption of the Plan by this body.
2. In this governing body's judgement, the Ambulance Service Areas established in the Plan provide for the efficient and effective provision of ambulance services.
3. To the extent they are applicable, the County has complied with ORS 682.205(2)(3) and 682.335 and existing local ordinances and rules.

Dated at Heppner, Oregon, this 28th day of April 2021.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

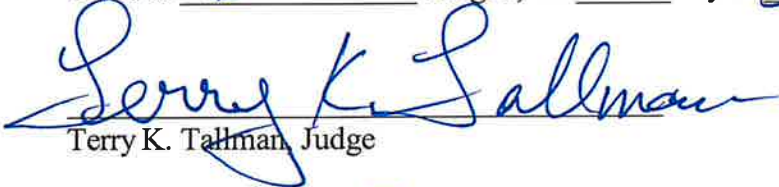
Certification
of
Morrow County

Ambulance Service Plan

The undersigned certify pursuant to Oregon Administrative Rule 333-260-0030 (2)(a)(b)(c) that:

1. Each subject or item contained in the Morrow County Ambulance Service Plan has been addressed and considered in the adoption of the plan by this body.
2. In this governing body's judgment, the ambulance service areas established in the plan provide for the efficient and effective provision of ambulance services.
3. To the extent they are applicable, the county has complied with ORS 682.205 (2) (3) and 682.335 and existing local ordinances and rules.

Dated at 6th Morrow Co. Oregon, this 6th day of July, 2016


Terry K. Tallman, Judge


Don Russell, Commissioner


Leann Rea, Commissioner

Attest:

Morrow County Clerk



Morrow County Ambulance Service Area Plan

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DEFINITIONS

1. "Address and consider" has the meaning given these terms by ORS 682.205 (2)(3).
2. "Ambulance" has the meaning given that term by ORS 682.025(1)
3. "Ambulance services" has the meaning given that term by ORS 682.325.
4. "Ambulance Service Area (ASA)" means a geographic area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.
5. "Ambulance service plan" means a written document, which outlines a process for establishing a county emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire county and by meeting the other requirements of these rules. Approval of a plan will not depend upon whether it maintains an existing system of providers or changes the system. For example, a plan may substitute franchising for an open-market system.
6. "Communication System" means two-way radio communications between ambulances, dispatchers, hospitals and other agencies as needed. A two-channel multi-frequency capacity is minimally required.
7. "Division" means the Oregon Health Division, Department of Human Resources.
8. "Effective provision of ambulance services" means ambulance services provided in compliance with the county ambulance service plan provisions for boundaries, coordination and system elements.
9. "Efficient provision of ambulance services" means effective ambulance services provided in compliance with the county ambulance service plan provisions for provider selection.
10. "Emergency" means any non-hospital occurrence or situation involving illness, injury or disability requiring immediate medical or psychiatric services, wherein delay in the provision of such services is likely to aggravate the condition and endanger personal health or safety.
11. "Emergency Medical Service (EMS)" means those pre-hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications and evaluation.

12. "EMS Advisory Committee/QA Subcommittee" means a ten (10) person committee chosen by the Board to ensure ASA Plan compliance.
13. "Emergency Medical Technician Basic (EMT B)" means a person certified by the Division as defined in OAR 333-265-0000(8).
14. "Emergency Medical Technician Intermediate (EMT I)" means a person certified by the Division as defined in OAR 333-265-0000(9).
15. "Emergency Medical Technician Paramedic (EMT P)" means a person certified by the Division as defined in OAE 333-265-0000(10).
16. "First Responder" means a person who has successfully completed a first responder training course approved by the Division as defined in OAR 847-35-0001(7)
17. "Health Officer" means the Morrow County Health Officer.
18. "License" means the document issued by the Division to the owner of an ambulance when the vehicle is found to be in compliance with ORS 682.015 to 682.991 and Administrative Rules 333-250-0000 through 333-250-0100 and 333-255-000 through 333-255-0090.
19. "Morrow County Court (Court)" means an elected body consisting of 3 County commissioners.
20. "Morrow County Health District (Board)" means a five (5) person board elected by the voters of Morrow County. The Board is elected to assure that all areas of the county are represented. The primary responsibility of the Board is to administer the county medical fund and to administer and oversee all aspects of the medical needs of Morrow County.
21. "Notification time" means the length of time between the initial receipt of the request for emergency medical service by either a provider or an emergency dispatch center ("9-1-1"), and the notification of all responding emergency medical service personnel.
22. "Owner" means the person having all the incidents of ownership in a vehicle or, where the incidents of ownership are in different persons, the person, other than a security interest holder or lessor, entitled to the possession of a vehicle under a security agreement of a lease for a term of ten (10) or more successive days.

23. "Patient" means an ill, injured, or disabled person who may be transported in an ambulance.
24. "Provider" means any public, private or volunteer entity providing EMS.
25. "Provider selection process" means the process established by the county for selecting an ambulance service provider or providers.
26. "Public Service Answering Point (PSAP)" means an agency that answers calls from citizens for emergencies involving requests for emergency fire, police or medical assistance. An example of a PSAP is a 9-1-1 Center.
27. "Quick Response Team (QRT)" means an agency that provides initial response and basic life support care without transportation capabilities by certified First Responders.
28. "Response time" means the length of time between the notification of each provider and the arrival of each provider's emergency medical service unit(s) at the incident scene.
29. "Supervising physician" has the meaning provided in OAR 847-35-001.
30. "System response time" means the elapsed time from when the PSAP receives the call until the arrival of the appropriate provider unit(s) on the scene.

OVERVIEW OF MORROW COUNTY

Morrow County is located in north central Oregon, east of the Cascade Mountains. The northern border extends 35 miles along the Columbia River and the State of Washington. The northern terrain consists of primarily rolling plains and broad plateaus. The southern terrain consists of the Umatilla National Forest and Blue Mountains. Within the county lies two military installations: Umatilla Army Depot and the U.S. Navy bombing Range. The county has an area of approximately 2,000 square miles and population of roughly 13,000.

Morrow County is a sparsely populated county that is remote from ambulance service and therefore must rely on quick response teams for initial emergency medical care. Quick response teams have been established in Lexington. These teams are provided with a comprehensive first aid kit which includes medical oxygen.

Morrow County averages 1300 requests for ambulance service each year. This figure includes: emergency and non-emergency scene response; hospital to home transfers; inter-facility transfers; stand-bys; and no patient transports. An ambulance service would need massive subsidies if it were required to place an ambulance outside the cities of Boardman, Irrigon, and Heppner. It would be very difficult for personnel to maintain both their skills and interest. Based on the above information, the county will be considered a single EMS area. Occasionally, an incident within the county may be handled more expediently by a service located in an adjoining county. Mutual aid agreements will be enacted with the ambulance providers from the adjoining counties for that purpose.

The current ambulance provider is owned and operated by the Morrow County Health District, Morrow County Ambulance located in Heppner, Ione, Boardman, and Irrigon. Morrow County Ambulance, Heppner, which is staffed both paid and volunteer personnel, operates two units from their location at Pioneer Memorial Hospital, 564 E. Pioneer Drive in Heppner. Morrow County Ambulance, Heppner, has 7 EMT-B's, 3 EMT-I's, and 1-EMT-P. Morrow County Ambulance, Boardman, which is staffed by paid and volunteer personnel, operates two units from their location at West Wilson Road, Boardman. Morrow County Ambulance, Boardman, has 7 EMT-B's, 6 EMT-I's and 1 EMT P. At least one ambulance at each location is an ALS equipped vehicle. Morrow County Ambulance, Irrigon, has 3 EMT-Bs, and 3 EMT-I's and 1 EMT-Ps. Irrigon is serviced by one ALS equipped ambulance, located at 3d & N. Main. Morrow County Ambulance, Ione, has 1 EMT Bs and is equipped with 1 BLS ambulance.

The following is the Ambulance Service Area Plan and ambulance ordinance for Morrow County. By developing this document, it will help to ensure that the citizens of Morrow County have access to an efficient and effective ambulance service in spite of this being a remote and sparsely populated area.

BOUNDARIES

ASA MAP(s) WITH RESPONSE TIME ZONES (See Appendix #1)

ASA NARRATIVE DESCRIPTION

The Morrow County ASA, Boardman, encompasses all the territory to the East along I-84 starting at milepost 150 (Morrow/Gilliam County Line) to milepost 177 (Morrow/Umatilla County Line) and to mile post 169 (Railroad overpass) Highway 730, to the South on the Bombing Range Road to Alpine Lane.

The Morrow County ASA, Heppner, encompasses all the territory to the North from milepost 25 (Morrow/Wheeler County Line) on Highway 207 (Heppner-Spray Highway) to milepost 14B on Highway 207 (Lexington-Echo Highway). East from milepost 8 (Morrow/Gilliam County Line) on Highway 74 to milepost 73 (Morrow/Umatilla County Line) on Highway 74, on Highway 206 from Condon starting at milepost 55 (Morrow/Gilliam County line) to the Junction with Highway 207. Morrow County ASA, Heppner, will include Willow Creek Road East to Morrow/Umatilla County line on Forest Service Road 53.

The Morrow County ASA, Irrigon, encompasses all the territory to the West from milepost 179 on Highway 730 (Morrow/Umatilla County Line) to milepost 169 (Railroad Overpass) and from the Columbia River South to I-84.

9-1-1 MAPS (See Appendix #2)

9-1-1 NARRATIVE DESCRIPTION

The enhanced 9-1-1 Boundaries can be described as encompassing all of Morrow County. The entire County was served by 9-1-1 as of 1980. Morrow County is served by a County-wide EMS dispatch & PSAP. It is located at the Morrow County Sheriff's Office in Heppner.

INCORPORATED CITIES (See Appendix #3)

FIRE DISTRICT BOUNDARIES (See Appendix #4)

NOTE: For Intergovernmental agreements: (See Appendix #5) for sample. Intergovernmental agreements will be reviewed and evaluated and change if deemed necessary every two (2) years.

ASA ALTERNATIVES CONSIDERED TO REDUCE RESPONSE TIMES

Morrow County is covered by a single ASA. The intent of boundary definitions is to limit the effects of artificial & geographic barriers on response time, recognizing that response patterns may change due to local conditions such as road closure and weather. Morrow County has many natural response barriers, including rivers and large roadless areas which were considered when designating the ASA.

The principle (potential) artificial barrier to response time throughout Morrow County is the fact that most EMS personnel are volunteers, and as such are subject to other employment obligations and non-EMS activities. Consequently, response times can potentially be delayed through the process of locating available personnel.

A second potential artificial barrier is the limited number of ambulances in the county. If existing ambulances in the county are already responding to an incident, response times to subsequent incidents may be delayed while mutual aid is summoned and other units respond from a more distant location.

Morrow County recognizes that both of the potential barriers described above have to be accepted under present conditions. The personal activities of the volunteer EMS personnel have to be delicately balanced against their continued willingness to participate in EMS activities in order to prevent what is termed a "burnout".

SYSTEM ELEMENTS - TIMES

1. Notification times for all responding EMS personnel shall not exceed three (3) minutes.
2. Response times for First Responders and ASA providers shall not exceed:
 - a. Twenty (20) minutes on 90% of all EMS calls in rural areas.
 - b. Four and one-half (4 1/2) hours on 90% of all calls in frontier areas.
 - c. For response times to a specific address refer to the appropriate ASA time zone map, Appendix #1.

SYSTEM ELEMENTS - LEVEL OF CARE

To establish a minimum level of prehospital emergency medical care within Morrow County, the ambulance providers and QRTs shall conform to the following standards:

- a. The QRTs shall provide a minimum level of basic life support care using Division-certified First Responders.
- b. The ambulance service provider shall provide the minimum level of basic life support using Division-certified EMT B or EMT Is.
- c. ALS ambulances shall be dispatched as available on all requests for medical assistance which are triaged as requiring ALS services according to the standards adopted by ATAB rules and Morrow County EMS Advisory Committee.

SYSTEM ELEMENTS - PERSONNEL

To establish a minimum of personnel staffing within Morrow County, the ambulance service provider and QRTs shall conform to the following standards:

- a. The QRTs shall respond with a minimum of one (1) person who is a certified First Responder.
- b. The QRTs may be staffed with in-house or on-call paid, per diem or volunteer personnel.

- c. The ambulance service provider shall respond with the minimum number and level of certified persons as required by the Division.
- d. The ambulance service provider may be staffed with in-house or on-call paid, per diem or volunteer personnel.

SYSTEM ELEMENTS - MEDICAL SUPERVISION

To establish a minimum level of medical supervision within Morrow County, the ambulance service provider, QRTs, and the supervising physician shall conform to the following standards:

- a. The agencies that provide ambulance service and QRTs shall retain a supervising physician.
- b. The supervising physician or designee shall comply with OAR 847-35-025 and:
 - (1) Conduct at least one (1) meeting each calendar quarter for training and case review with First Responder, EMT B and EMT Is.
 - (2) Meet at least ten (10) times annually for training and case reviews with all EMT Ps.
 - (3) Maintain and review annually, standing orders (and on-line protocols, if used) for First Responders and EMTs.
- c. Maintain unit meeting records for attendance and minutes for such meetings.

SYSTEM ELEMENTS - PATIENT CARE EQUIPMENT

To establish a minimum standard for patient care equipment within Morrow County, the ambulance service provider and QRTs shall conform to the following standards:

- a. QRTs shall provide and maintain in proper working condition patient care equipment and supplies in sufficient quantities to provide the minimum level of patient care which they have agreed to provide.

- b. Patient care equipment and supplies, at a minimum, shall include, but are not limited to:
 - (1) stethoscope;
 - (2) blood pressure cuff;
 - (3) portable oxygen, one (1) hour supply, with regulator;
 - (4) non-rebreathing masks for infants, children and adults;
 - (5) sterile bandaging material; and
 - (6) any other items specified by the supervising physician.
- c. The ALS ambulance service provider shall maintain on each ambulance, patient care equipment and supplies which conform with the standards, requirements and maintenance provisions of all Division statutes and administrative rules pertaining to ambulances and equipment.
- d. ALS ambulances carrying controlled substances shall be equipped to provide a locked box that is attached to the inside of a locked cabinet for the storage of Class II through IV controlled substances. The same key cannot be used for both locks.

SYSTEM ELEMENTS - VEHICLES

To establish a minimum standard for ambulances within Morrow County, the ambulance service provider shall conform to the following:

- a. The ambulance service provider shall not operate an ambulance unless the ambulance:
 - (1) conforms to ORS 682.015 to 682.295 and all rules adopted by the Division;
 - (2) has a minimum patient transport capacity of two (2) supine patients;
 - (3) is in sound mechanical operating condition; and
 - (4) has a current ambulance license that is issued by the Division.

- b. The ambulance service provider shall maintain each ambulance in conformity with vehicular manufacturer's recommendations and recommendations of the ambulance conversion manufacturer.
- c. The ambulance service provider shall maintain vehicular equipment which conforms to ORS 682.015 to 682.295 and all rules adopted by the Division.
- d. The ambulance service provider shall maintain all necessary records to demonstrate compliance with (a), (b) and (c) listed above. See vehicle check list and inspection form. (See Appendix #8.)
- e. The ambulance service provider shall operate each ambulance in accordance with applicable motor vehicle codes, rules and statutes, and in a safe manner with due regard for lights, traffic, road and weather conditions.
- f. No ambulance shall be operated by any person who does not meet the requirements established in OAR 333-255-0070(1),(4) or (6) plus not have been convicted of two or more moving violations in the previous twelve months or three or more moving violations in the previous twenty-four months.

SYSTEM ELEMENTS - TRAINING

In order to create a consistent level of education and training, the Morrow County EMS Advisory Committee shall cooperate with all agencies and educational facilities to create opportunities for continuing education and training for all EMS personnel. Blue Mountain Community College (BMCC) in Pendleton provides initial training for EMT B, EMT-A and EMT I's, and continued education for EMTs to assure the availability of maintaining current EMT certificates for EMTs affiliated with the ambulance service provider.

SYSTEM ELEMENTS - QUALITY ASSURANCE

1. In order to ensure the delivery of efficient and effective pre-hospital emergency medical care, an EMS Quality Assurance (QA) Program is hereby established.

- a. QA Program Structure. The QA program, shall be implemented through the establishment and operation of the EMS Advisory Committee. The Board will announce vacancies, receive applications, screen candidates, and make appointments to the EMS Advisory Committee/QA Subcommittee. The EMS Advisory Committee/QA Committee members shall serve at the pleasure of the Board without compensation. The QA Subcommittee shall meet quarterly. Terms of appointment will be for two years. The members of the EMS Advisory Committee/QA Subcommittee will choose their chairpersons. The EMS Advisory Committee/QA Subcommittee shall consist of the following:
- (1) The supervising physician or designee for the ambulance service provider - 1;
 - (2) An EMT from each ambulance service provider location (one from Boardman, one from Heppner one from Lone and one from Irrigon) - 4;
 - (3) Director of Nursing Service or designee (one from Pioneer Memorial Hospital in Heppner and one from Good Shepherd Hospital in Hermiston) - 2;
 - (4) Fire department representative - 1;
 - (5) 9-1-1 systems representative - 1; and
 - (6) QRT representative (one from Lexington) - 1.
- b. QA Program Process.
- (1) The EMS Advisory Committee/QA Subcommittee shall have the following powers, duties and responsibilities:
 - (a) Advise the Board on all matters relating to pre-hospital emergency medical care.
 - (b) Annually review the ASA Plan and EMS Ordinance and make amendment recommendations to the Board.

- (c) Plan, assist and coordinate programs for the improvement of the EMS system in Morrow County.
 - (d) Advise the Board as to the standards for information required of applicants for an ambulance service provider.
 - (e) Provide an open forum for members of the public to comment on or discuss EMS systems issues.
 - (f) Foster cooperation among the pre-hospital care providers and medical community.
 - (g) Facilitate initial EMT and First Responder training and continuing education opportunities for all EMS personnel.
- (2) The QA Subcommittee shall have the following duties, powers and responsibilities:
- (a) Investigate medically related issues and items.
 - (b) Recommend to the Board any amendments to the ASA Plan and EMS Ordinance. The Board shall advise the EMS Advisory Committee/QA Subcommittee of such recommendation so that they may review and comment on such changes in a timely manner.
 - (c) Maintain familiarization with the policies and procedures of facilities in Morrow County that receive or send patients via ambulance.
 - (d) Periodically conduct a random review of at least 2% of each ambulance service provider location prehospital care report forms. Develop screens to review calls for exemplary and substandard performance, include a screen for response times by each EMS provider dispatched to the scene.
 - (e) Perform such other duties as are required to carry out the requirements of the ASA Plan as directed by the Board.

- (f) Attempt to negotiate the correction of substandard pre-hospital emergency medical care provided in Morrow County.
 - (g) Follow the guidance set forth in the QA Guidelines for the QA Subcommittee.
 - (h) Report directly to the Board on all matters coming before the QA Subcommittee.
 - (i) Adopt rules of procedure. A quorum must include a physician or designee.
- (3) EMS Advisory Committee shall conduct their meetings in accordance with the Oregon Public Meetings laws and comply with the Oregon public records law, ORS Chapter 192. Executive sessions closed to the public may be held by the QA Subcommittee when conducting investigations and reviews of patient care. Both the records and minutes of executive sessions shall be handled to ensure patient confidentiality in compliance with state and federal laws. Upon appointment, the EMS Advisory Committee/QA Subcommittee chairperson shall have the following duties powers and responsibilities:
- (a) Maintain a filing system for the records of the QA Subcommittee.
 - (b) Provide for the administration of appeals and hearings to the appropriate government bodies.
 - (c) Administer the ASA Plan and EMS Ordinance.
 - (d) Review all applications for an ASA and make documented findings and recommendations to the Board on provider selection.

c. QA Problem Resolution

- (1) In the event that the QA Subcommittee identifies a problem involving compliance with the ASA Plan, or that fails to conform to established protocols, the QA Subcommittee shall:
 - (a) request any additional information necessary to establish whether a violation or failure occurred.
 - (b) contact the non-compliant provider, individual or organization in writing and identify the specific facts, laws, rules or protocols concerning the violation or failure to conform.
 - (c) request that within thirty (30) days the non-compliant provider individual or organization submit a written response and a plan to correct the deficiencies.
- (2) Upon receipt of the written response, the QA Subcommittee shall:
 - (a) review the response to ensure that it responds to all aspects of the facts, laws, rules or protocols.
 - (b) review the written plan for resolution of the deficiency.
 - (c) upon findings of compliance, continue to monitor the plan for solution of the deficiencies.
 - (d) upon findings of continued non-compliance, serve written notice to comply with ASA Plan or protocol.
 - (e) if compliance is not evident with ten (10) days of receipt of the notice, schedule a meeting within the next ten (10) days and attempt to gain compliance.
 - (f) attempt to obtain voluntary correction or compliance, but if compliance is not obtained, request a hearing on the matter before the Board.

2. QA Program - Sanctions For Non-Compliance. Sanctions for non-compliance of the ASA plan are addressed in the Morrow County EMS ordinance number MC-C-2-98, Section 13 penalties and Section 14 nuisance. (See Appendix #9)

COORDINATION - ADMINISTRATION OF THE PLAN

1. The Morrow County ASA Plan shall be administered by the EMS Advisory Committee. As representatives of the Board.
2. In addition to other functions delegated under this plan the EMS Advisory Committee shall:
 - a. annually review all aspects of the ASA plan and EMS ordinance; and
 - b. recommend changes to the ASA plan and EMS ordinance designed to:
 - (1) remedy identified deficiencies;
 - (2) address potential problem areas; and
 - (3) address on-going growth and changes in the EMS system in Morrow County, the state and the nation.

COORDINATION - COMPLAINT REVIEW PROCESS

1. In the event the QA Subcommittee is unable to obtain compliance or correction of a deficiency under the procedures contained in QA Problem Resolution section of this plan, a hearing shall be conducted by the Board.
2. If any provider, individual or organization is dissatisfied with the results of a meeting with the QA Subcommittee, a request for hearing before the Board may be made by filing a request, setting forth the reasons for the hearing and the issues to be heard. The Board may prescribe forms for the filing of a request for hearing.
3. A hearing under this section shall be conducted by the Board chairperson or vice-chairperson in accordance with the Attorney General's Model Rules of Procedures.
4. In the event that the Board is unable to obtain compliance or correction as a result of a hearing, the Board shall petition and request relief from the Division, or the Board of Medical Examiners or the Morrow County Circuit Court.
6. Any decision of the Board may be appealed to the Division or the Morrow County Circuit Court as appropriate.

COORDINATION - MUTUAL AID AGREEMENT

1. The ambulance service provider shall sign a mutual aid agreement with the other providers within the County and respond with needed personnel and equipment in accordance with the agreement. (See Appendix #6 for example.)
2. All requests for mutual aid shall be made through the appropriate PSAP.
3. All mutual aid agreements will be reviewed annually and modified as needed by mutual consent of all parties.
4. Mutual Aid Advance Life Support (ALS) assists shall be automatically dispatched in accordance with the Emergency Medical Dispatch Protocols established by the EMS Advisory Committee.

COORDINATION - DISASTER RESPONSE

1. County resources other than ambulances.
 - a. When resources other than ambulances are required for the provision of emergency medical services during a disaster, a request for additional resources shall be made through the appropriate PSAP to the County Emergency Management Office.
 - b. The Director of the County Emergency Management Office shall be responsible for locating and coordinating all county EMS resources any time that the Mass Casualty Incident (MCI) Management Plan is implemented.
 - c. The Director of the County Emergency Management Office shall work directly with local agencies, departments and governments to coordinate necessary resources during any implementation of the MCI Plan.
2. Outside county resources.
 - a. When resources from outside Morrow County are required for the provision of emergency medical services during a disaster, a request for those resources shall be made through the appropriate PSAP to the County Emergency Management Office.
 - b. The Director of the County Emergency Management Office shall be responsible for requesting and coordination all out of county resources any time the MCI Plan is implemented.

c. Additional Ambulances

(1) Rotary-wing ambulances

- (a) Life Flight (Pendleton, OR)
1-800-452-7434
- (b) AirLink of Oregon (Bend, OR)
1-800-621-5433

(2) Fixed-wing ambulances

- (a) AirLink of Oregon (Bend, OR)
1-800-621-5433
- (b) Life Flight (Pendleton, OR)
1-800-452-7434

(3) Ground ambulances

- (a) Hermiston Ambulance 1-541-567-8822
- (b) Umatilla Ambulance 1-541-922-3718
- (c) Pendleton Ambulance 1-541-267-1442
- (d) Spray Ambulance 676-5317 or 9-1-1
- (e) Condon Ambulance 676-5317 or 9-1-1
- (f) Arlington Ambulance 676-5317 or 9-1-1

1. Mass Casualty Incident (MCI) Management Plan

- a. The plan is intended for use when any single incident or combination of incidents depletes the resources of any single provider or providers during the normal course of daily operations.
- b. The plan identifies the responsibility of the provider concerning:
 - (1) coordination;
 - (2) communication;
 - (3) move up;
 - (4) triage; and
 - (5) transportation.
- c. The EMS Advisory Committee will periodically review the MCI plan and revise it to meet the counties need. Following the review and changes the Director of Emergency Management will be asked to ammend the changes to the Medical component of the County Emergency Management Plan and the modified MCI plan will be promulgated. For MCI Plan and Approval letter, (See Appendix #7.)

EMERGENCY COMMUNICATIONS AND SYSTEMS ACCESS TELEPHONE

1. Telephone access. Morrow County is served by a county-wide EMS dispatch and PSAP. It is located at the Morrow County Sheriff's Office in Heppner. A small portion of the Butter Creek Area is served by the Hermiston 9-1-1 System.
2. Dispatch Procedures.
 - a. The appropriate personnel shall be notified by the dispatcher via telephone or pager within three (3) minutes of receipt of a life threatening call.
 - (1) EMS responding personnel located in Heppner, Boardman, Irrigon, Ione, and Lexington will be paged out. If there is no response within five (5) minutes, they will be paged again.
 - (2) The dispatcher will obtain from the caller, and relay to the first responders the following:
 - (a) Location of the emergency;
 - (b) Nature of the incident; and
 - (c) Any specific instructions or information that may be pertinent to the incident.
 - (3) EMS personnel shall inform the dispatch center by radio when any of the following occurs:
 - (a) In-service;
 - (b) In-route to scene or destination and type or response;
 - (c) Arrival on scene or destination;
 - (d) Transporting patient(s) to hospital or medical facility, the number of patients, and name of facility; and
 - (e) Arrival at receiving facility.

- (4) Ambulance personnel shall inform the receiving hospital by radio or by phone at the earliest possible time of the following:
 - (a) Unit identification number;
 - (b) Age and sex of each patient;
 - (c) Condition and chief complaint of the each patient;
 - (d) Vital signs of each patient;
 - (e) Treatment rendered; and
 - (f) Estimated time of arrival.

3. Radio System:

- a. PSAP shall:
 - (1) restrict access to authorized personnel only;
 - (2) meet state fire marshal standards;
 - (3) maintain radio consoles capable of communication directly with all first response agencies dispatched by them via the following frequencies: primary 154.725; secondary 155.340 (HEAR system); also the 700 mhz system
 - (4) maintain radio logs which contain all information required by the Federal Communications Commission and Oregon Revised Statutes;
 - (5) utilize plain english; and
 - (6) be equipped with a back-up power source capable of maintaining all functions of the center.
- b. The ambulance service provider shall equip and maintain radios in each ambulance and quick response vehicle that allows for the transmission and reception on 154.725 and 155.340 (HEAR) and the 700 mhz system.

4. Emergency Medical Services Dispatcher Training:
 - a. All EMS dispatchers shall successfully complete an Emergency Medical Dispatch (EMD) training course as approved by the Oregon Emergency Management Division and the Board on Public Safety Standards and Training.
 - b. Dispatchers are encouraged to attend any class, course or program which will enhance their dispatching abilities and skills.

PROVIDER SELECTION

1. Initial ambulance service provider assignment. Morrow County Ambulance Service, owned and operated by the Morrow County Health District, and who have been providing ambulance service for the past fifty years shall be named to provide ambulance service in their area of assignment as specified in this plan, until such time they no longer desire to do so or legal steps have been taken to remove the provider from the assigned area:
2. Reassignment. If at such time when a new provider is assigned to the Morrow County ASA, the assignment will be made not to exceed five (5) years. At the end of five (5) years, the ambulance service provider may reapply for another term as well as being evaluated on the service provided during the previous term.
3. Application for the Morrow County ASA:
 - a. The Morrow County ASA Plan will serve as standards established to evaluate the efficiency and effectiveness of existing service providers as well as establishing guidelines for potential applicants to a service area.
 - b. A representative will be appointed from the Board to attend regular meetings of EMS Advisory Committee, to learn the State and Federal regulations, local policies and the general operation of an ambulance service. Information will be presented to the Board at appropriate meetings to determine the effectiveness and efficiency of existing ambulance services and potential applicant services.
 - c. Should a vacancy occur in the existing Morrow County ASA, the below listed representatives will advertise the vacancy by public notice. This notice will be published in all Morrow County communities, surrounding areas, the medical community and Oregon Health Division.
 - d. The Board will review any applications received from an ambulance service provider requesting establishing an ambulance service area in Morrow County. This group will seek necessary information and input from the EMS Advisory Committee when evaluating applications. Each ambulance service provider applicant will be required to:
 - (1) show that the service will provide equal or better pre-hospital emergency medical care as provided by existing services through a proposal and/or previous records;

- (2) show that the call volume will be sufficient to provide financial soundness for operation of the ambulance service through community use of a paid service;
 - (3) show that financial soundness for operation of the ambulance service will be obtained if the service is operated by volunteer personnel;
 - (4) show it's service will assure quality care to all persons residing in or passing through the service area;
 - (5) follow all regulations pertaining to ambulance service as set forth by the Oregon Health Division, Oregon Board of Medical Examiners and Oregon Department of Motor Vehicles;
 - (6) provide the following information in the proposal: number and type(s) of ambulances, including medical equipment; vehicle storage arrangements; communication capabilities; dispatching capabilities; and number of personnel, qualifications and their method of providing prehospital emergency medical continuing education training; and
 - (7) adhere to all policy, procedures and guidelines set forth in the Morrow County ASA Plan.
4. In the opinion of the community/county officials and health care providers, it is not feasible at this time for a private ambulance service provider to make a proposal for any of the communities in Morrow County due to the small call volume and the vast area to cover. The County has provided pre-hospital emergency medical care for the past fifty (50) years through the efforts if dedicated volunteers. The community leaders involved in EMS are willing to listen to, assess and evaluate any proposal presented.

5. Notification of vacating an ASA:

- a. The assigned ambulance service provider agrees to provide to Morrow County Emergency Medical Service Director a ninety (90) day notice of a decision of discontinuance of service.
- b. A notice to vacate must be prepared and signed by the ambulance service provider's Board of Directors, if the service elects to discontinue their service in Morrow County. The statement will be presented to the appropriate agencies for action.
- c. In the event the Morrow County Ambulance elects to discontinue and disband their pre-hospital emergency medical service care, the following procedure will be implemented until such time that an ambulance service can be restored to the effected area.
- d. The Court and Board will request the remaining provider to adjust their service area boundaries to insure adequate coverage of the area without ambulance service until such time as the problem can be resolved and ambulance service can be restored to the affected area(s).
- e. If possible, the officials in charge will resolve the problems within the ninety (90) day advance notice of discontinued service. The fire department(s) personnel within the disbanded area will be requested to assist with emergency medical calls. Assistance will also be requested if needed, from the closest ambulance service outside the County through a mutual aid agreement.
- f. In the event a satisfactory solution to all parties involved cannot be reached within a reasonable amount of time, the EMS Advisory Committee will appoint a task force comprised of representative from: each ambulance service, the Board, the medical community and a citizen of each community involved (not affiliated with he health care industry), to reach a reasonable and workable solution.
- g. The ambulance service provider vacating their area will be required to turnover their ambulance(s) and equipment to the Board for use by the recruited interim personnel until a replacement service can be established in the area. Any compensation due will be negotiated by the vacating ambulance service's Board of Directors and the Board. In the event that no solution can be reached through the Board efforts within a reasonable amount of time, assistance will be requested form the appropriate State agencies.

h. In the event that any problems arise involving boundary assignments or reassignment, the ambulance service provider disagreeing with boundaries will present a written statement to the EMS Advisory Committee. The statement will include all pertinent facts relating to the problem(s).

6. Maintenance of level of service. This disbanding ambulance service provider will be required to turnover their ambulance(s) and equipment to the Board for use by the recruit interim personnel until a replacement service can be established in the area. Any compensation due will be negotiated by the disbanding ambulance service provider's Board of Directors and the Board. In the event that no solution can be reached through the Board efforts within a reasonable amount of time, assistance will be requested from the appropriate State agencies.

THE MASS CASUALTY INCIDENT PLAN

1. The purpose of the disaster response plan is to provide guidance to EMS response personnel in the coordination of response activities relating to mass casualty incidents in Morrow County. (See Appendix #7, MCI plan approval letter.)
2. IMPLEMENTATION: This plan shall be implemented whenever the ambulance service provider resources are unable to handle the incident or at the request of the Health Officer.
3. COORDINATION:
 - a. The highest ranking officers of the fire or police agency in whose jurisdiction the incident occurs shall be the incident-commander.
 - b. The senior/highest certified EMT at the scene will have overall responsibility for patient care; he/she shall work closely with the incident-commander.
 - c. The on-scene command frequency and staging area will be determined by the incident-commander. Dispatch center will advise responding units.
4. RESPONSE GUIDELINES:
 - a. The first EMS unit to arrive at the scene shall:
 - (1) assess nature and severity of incident;
 - (2) advise appropriate 9-1-1 PSAP of situation;
 - (3) request appropriate fire and police services; and
 - (4) request initiation of EMS mutual aid if needed.
 - b. Initial EMS Responders upon call-out shall:
 - (1) check-in with Incident-Commander;
 - (2) effect needed rescue, if trained and equipped to do;
 - (3) establish and organize the transportation of all injured, ill, or evacuated;

- (4) alert area hospital(s) of situation; and
- (5) monitor and reassess situation periodically considering:
 - (a) weather;
 - (b) topography;
 - (c) exposures;
 - (d) life threatening hazards; and
 - (e) fire hazards.

COORDINATION - PERSONNEL AND EQUIPMENT RESOURCES

- 1. The following additional personnel and equipment resources are available to support the ambulance service provider. The current telephone numbers are:
 - a. Hazardous Materials. There is limited county-wide hazardous materials equipment resources located at:
 - (1) Boardman Fire Department -- 9-1-1
 - (2) Irrigon Fire Department -- 9-1-1
 - (3) Heppner Fire Department -- 9-1-1
 - (4) O.A.R.S.--- (provides notification and activation of state agencies) --
- 1-800-452-0311 or 503-378-6377
 - (5) CHEMTREC--- 1-800-424-9300
 - (6) Hermiston Fire Department (Hazmat Decon for Eastern Oregon)
1-541-567-8822
 - b. Search and Rescue
 - (1) Morrow County Sheriffs Office -- 9-1-1 or 676-5317
 - (2) Oregon Civil Air Patrol -- 1-800-452-0311 or 503-378-6377

- (3) U.S. Coast Guard, (since the Columbia River falls under the jurisdiction of the U.S. Coast Guard, they will provide specialized aircraft and watercraft for rescue operations. These units will respond from either Astoria, OR 1-503-861-2242 or 1-503-861-6248; or Walla Walla, WA.

c. Specialized Rescue

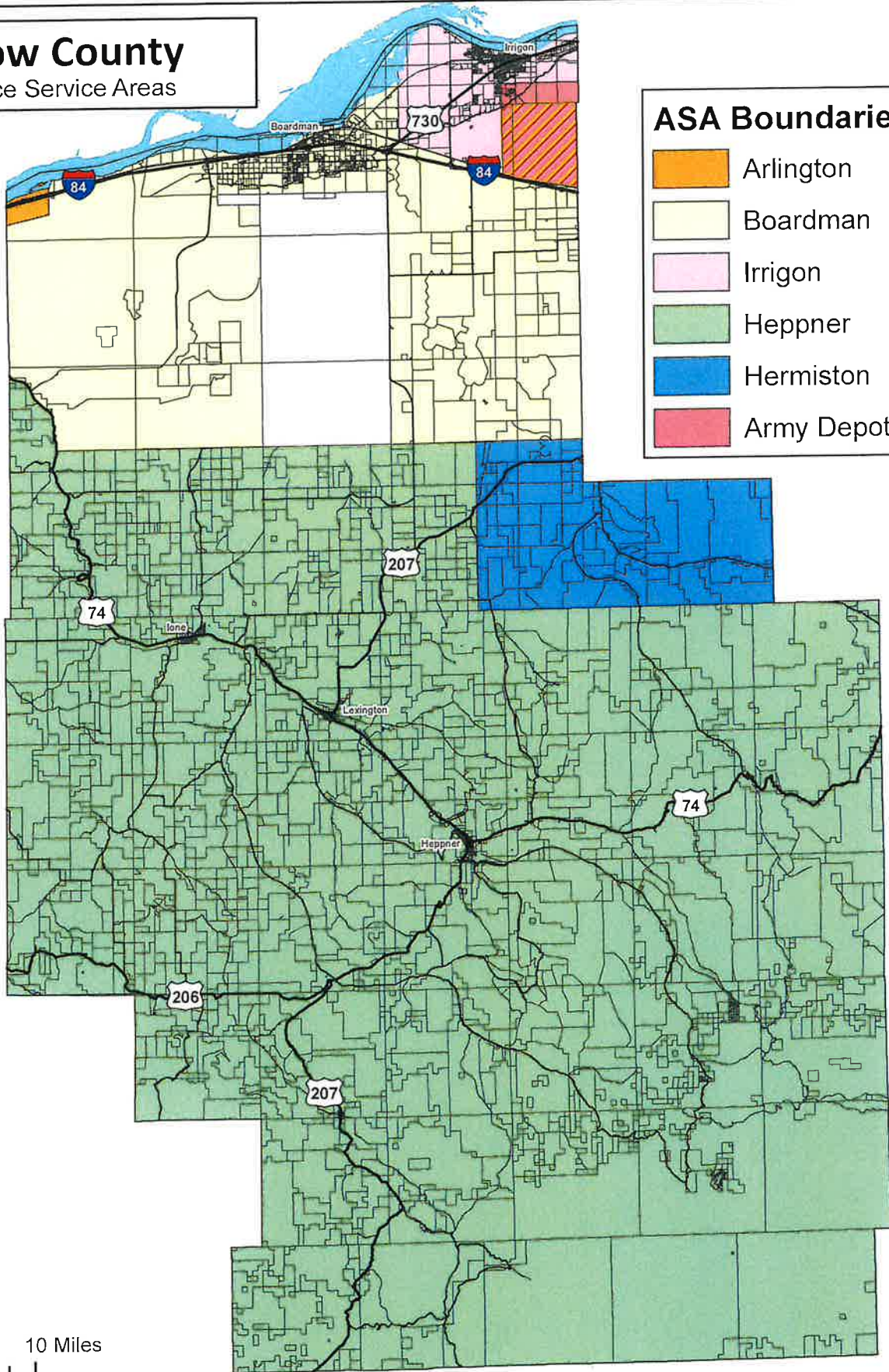
- (1) Morrow County Sheriffs Office -- 9-1-1 or 676-5317
- (2) Umatilla Army Depot -- 541-564-8632
- (3) U.S. Navy Bombing Range --541-481-2565

d. Extrication

- (1) Boardman RFPD, Jaws and Rescue Equip -- 9-1-1
- (2) Heppner RFPD, Jaws and Rescue Equip. -- 9-1-1
- (3) Irrigon QRT, Jaws and Rescue Equip. -- 9-1-1
- (4) Morrow County Road Dept - heavy equipment – 989-9500

Morrow County

Ambulance Service Areas



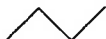
ASA Boundaries

-  Arlington
-  Boardman
-  Irrigon
-  Heppner
-  Hermiston
-  Army Depot



0 2.5 5 10 Miles



 Streets

 Highway



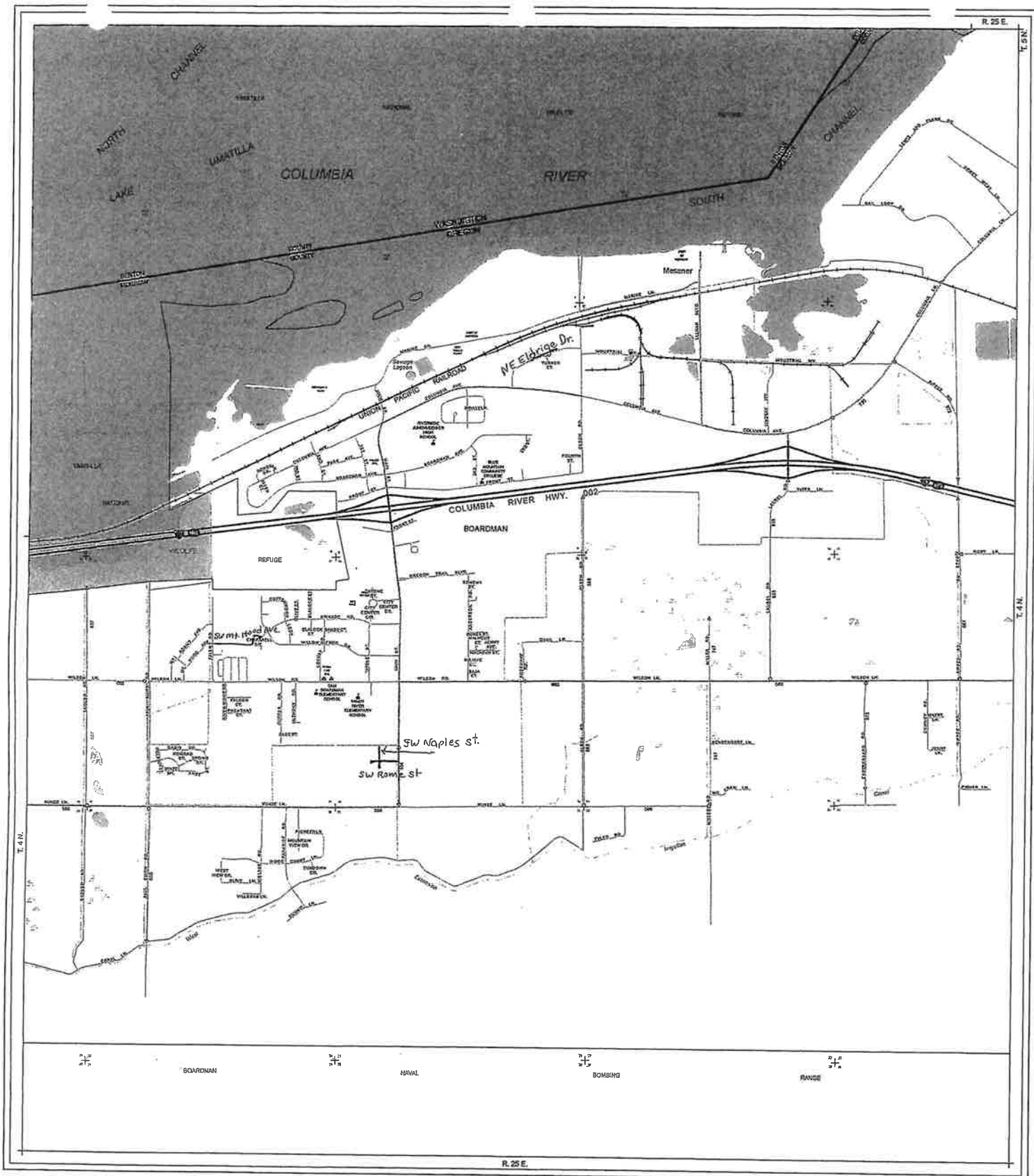
Army Depot

Bombing Range

Morrow County Planning Department
July 2016

Map for reference use only.
Source: ODFW, ODOT, BLM, USDA, USFS,
Oregon Dept. of Revenue, ESRI

Document Path: S:\Planning\GIS\Info District Maps and Layers\ASA Boundary Map.mxd




FUNCTIONAL CLASSIFICATION

LEGEND


- INTERSTATE
- FEDERAL ARTERIAL
- STATE ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR
- LOCAL ROAD
- INTERSTATE - U.S. ROUTE - ORIG. ROUTE
- NATIONAL HIGHWAY SYSTEM ROUTE
- CITY LIMIT
- URBAN OR PORT HIGHLIGHT
- RAILROAD - PASSENGER/COMMERCIAL STATION
- GRAVEL PIT - QUARRY - GROUNDWATER
- BOAT MAINTENANCE STATION

Published by




ORIGINS: REGIONAL OFFICE
OREGON DEPARTMENT OF TRANSPORTATION
600 NE OREGON ST., SUITE 1000
PORTLAND, OREGON 97232

NORTH



BOARDMAN
POPULATION 3,445



T. 4 N. R. 25 E.

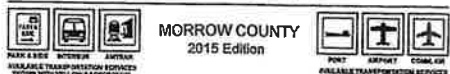
SCALE

0 800 1,600 3,200 Feet

0 237.5 475 950 Meters

OREGON TRANSPORTATION MAP
Showing Federal Functional Classification of Roads
City of
BOARDMAN

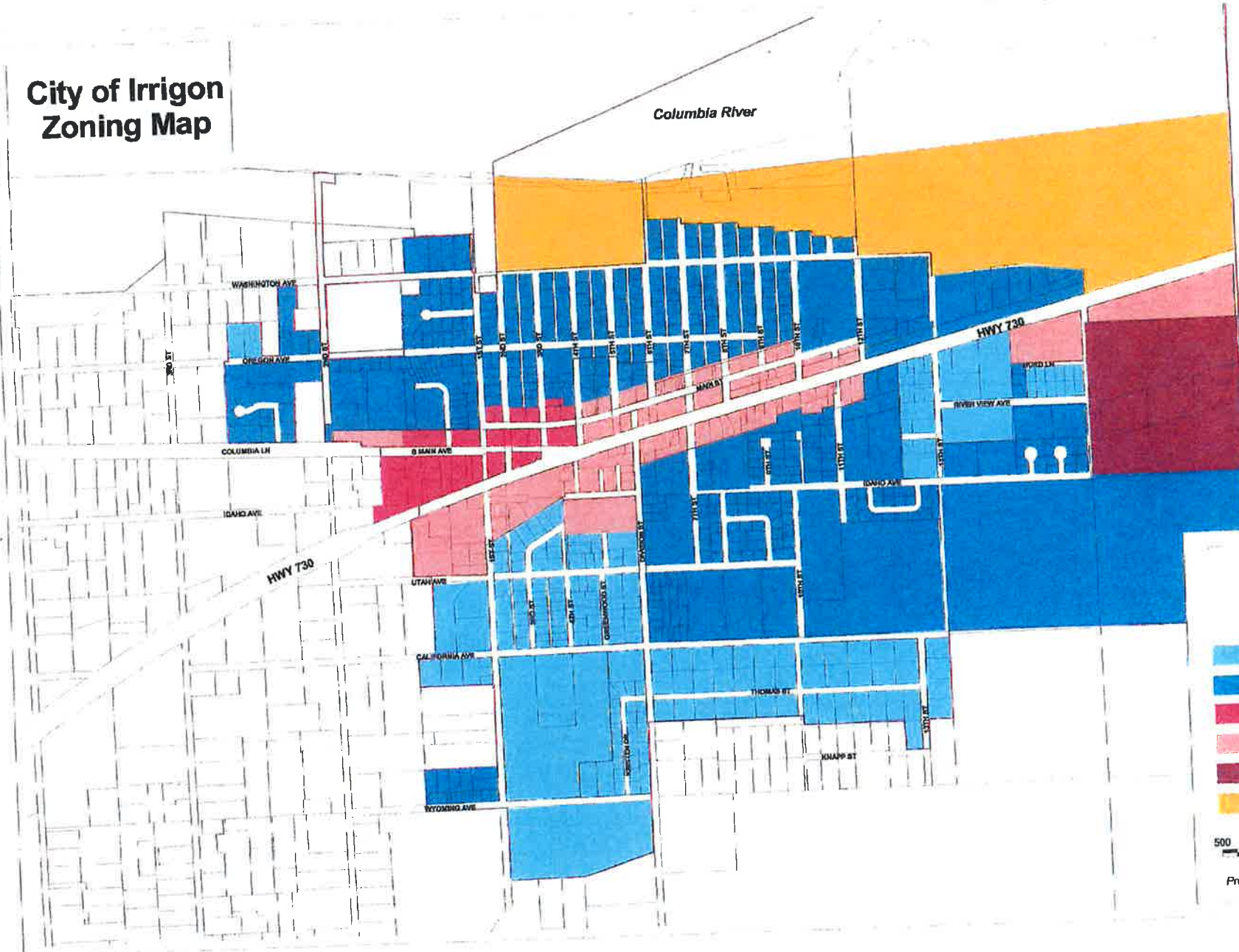
MORROW COUNTY
2015 Edition



Data available from the Oregon Department of Transportation, Geographic Information Services Unit, 600 NE Oregon Street, Suite 1000, Portland, Oregon 97232, (503) 826-2156. For more information, contact the Oregon Department of Transportation, 600 NE Oregon Street, Suite 1000, Portland, Oregon 97232, (503) 826-2156. For more information, contact the Oregon Department of Transportation, 600 NE Oregon Street, Suite 1000, Portland, Oregon 97232, (503) 826-2156.

City of Irrigon Zoning Map

Columbia River



Taxlots

City limits

ZONING

- R-1 - General Residential
- R-2 - Limited Residential
- C-1 Downtown Commercial
- C-2 General Commercial
- M - Light Industrial
- Recreation

500 0 500 1000 1500 2000 Feet

Prepared June 11, 2007

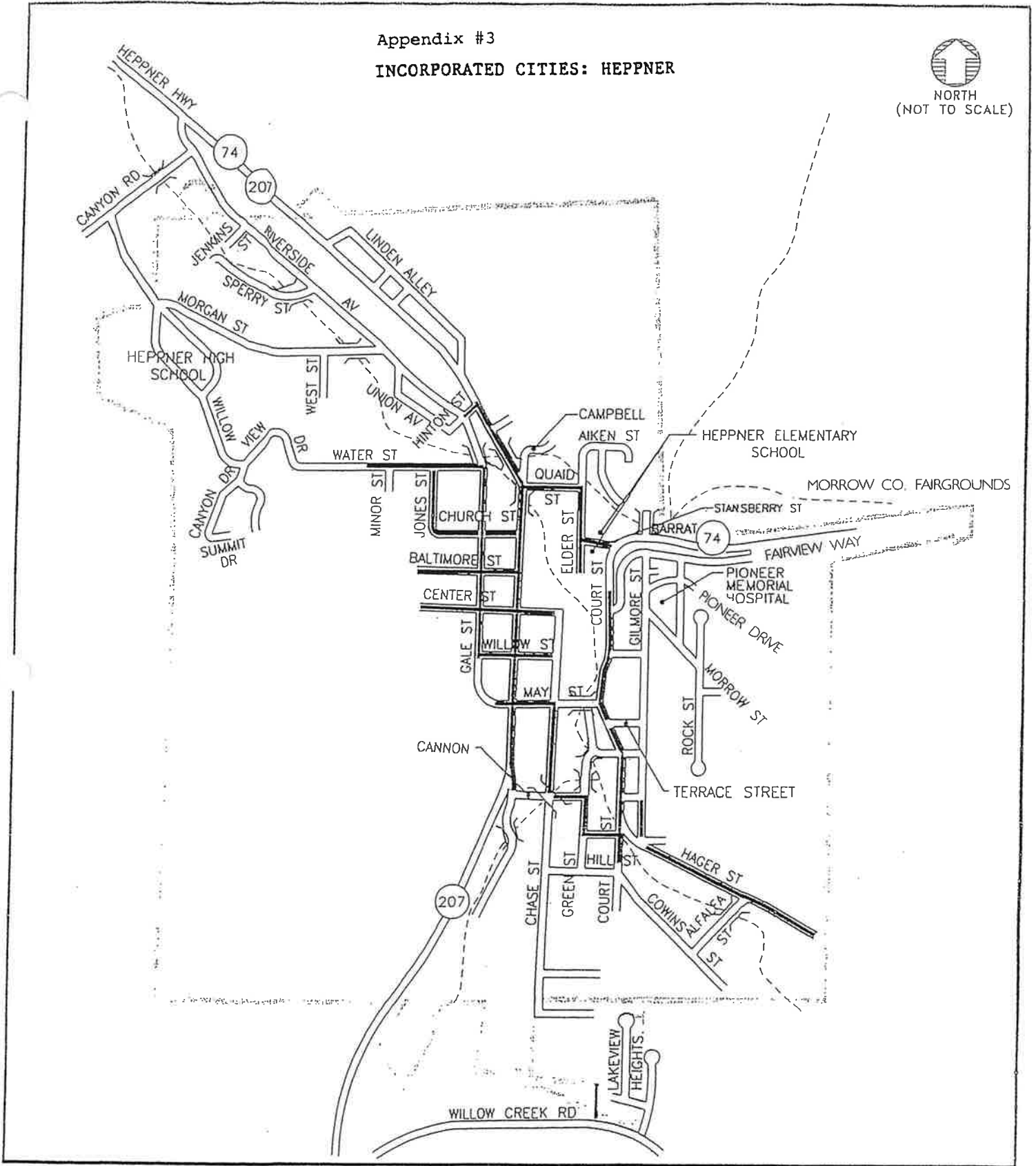
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Appendix #3

INCORPORATED CITIES: HEPPNER



NORTH
(NOT TO SCALE)



LEGEND	
	- SIDEWALK
	- CITY LIMITS
	- CREEK

CITY OF HEPPNER, OREGON

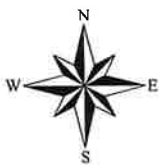
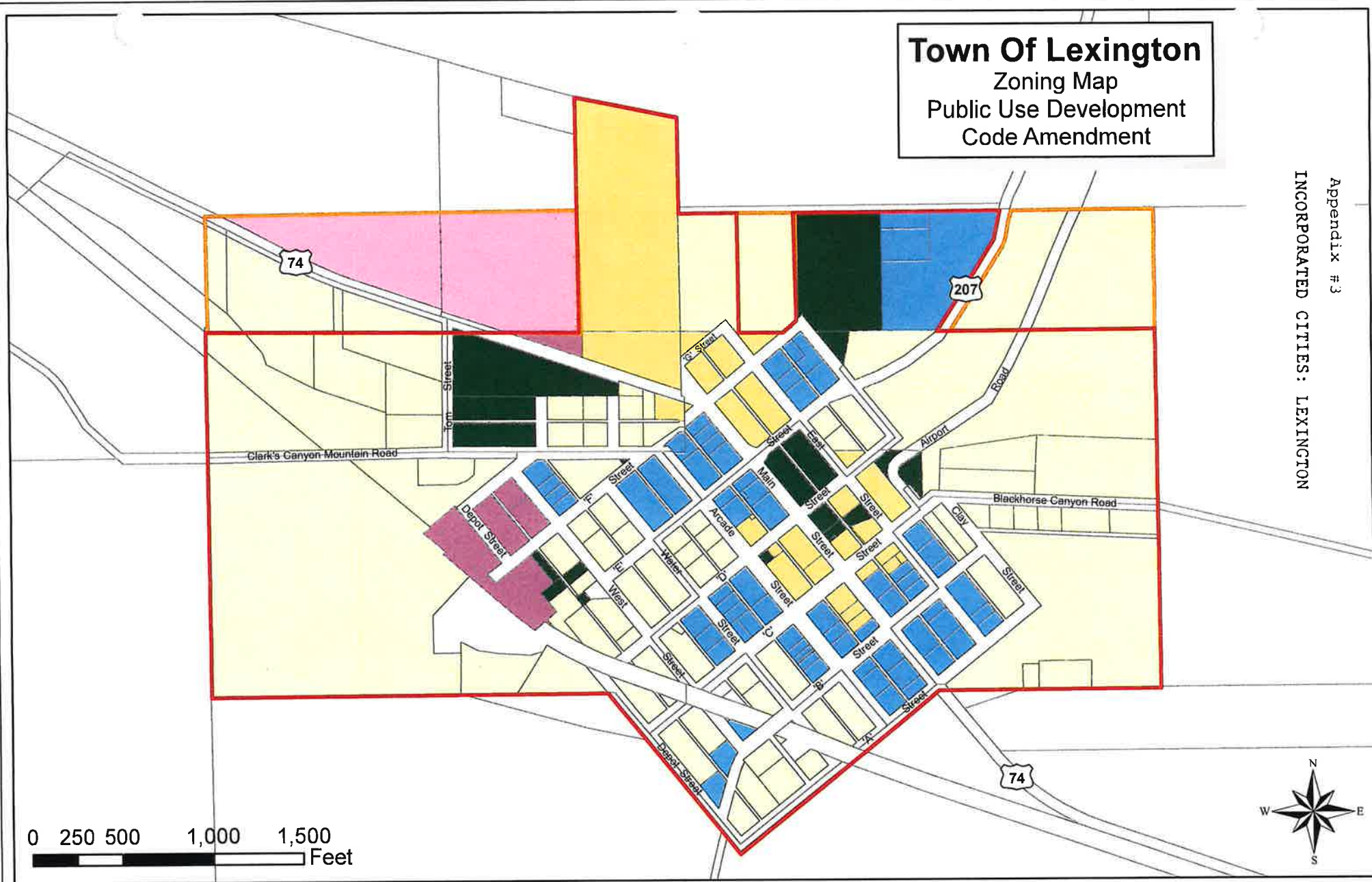
from Oregon Transportation Plan, 1999
HEPPNER CHAMBER OF COMMERCE






Town Of Lexington

Zoning Map

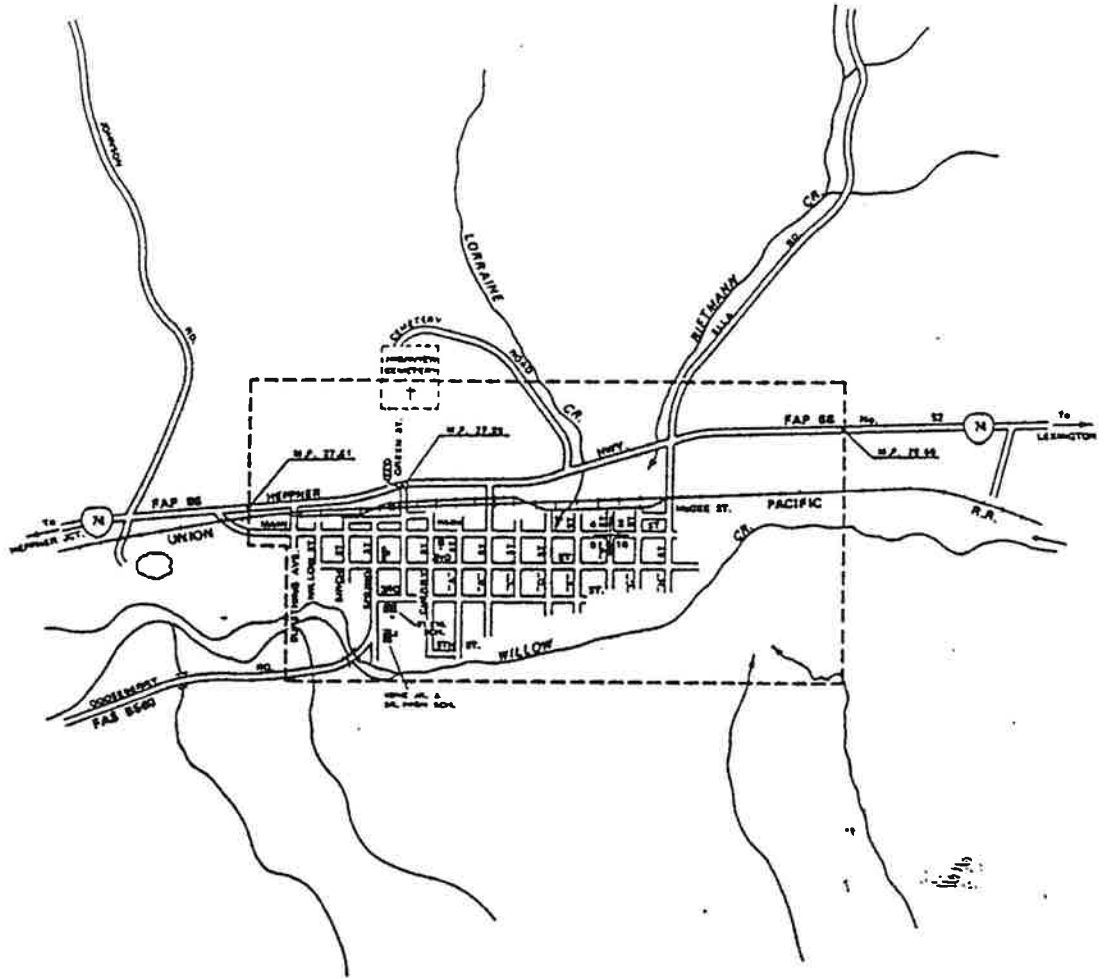
Public Use Development Code Amendment

Appendix #3
INCORPORATED CITIES: LEXINGTON



 Town Limits	 R - Residential	 M - Light Industrial
 UGB	 FR - Farm Residential	 RLI - Rural Light Industrial
 * PUB - Public *	 C - Commercial	

Morrow County Planning Department
December 2015
Map for Reference Use Only



T1S R 24 E W.M.

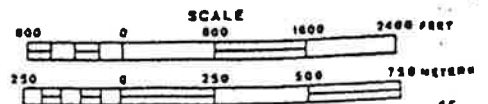
IONE

MORROW COUNTY, OREGON

Population 290
 PREPARED BY THE
 OREGON DEPARTMENT OF TRANSPORTATION
 IN COOPERATION
 WITH THE
 U. S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

Revised September 1979

- LEGEND**
- INTERSTATE NUMBERED ROUTE
 - U.S. NUMBERED ROUTE
 - STATE NUMBERED ROUTE
 - TERMINATION OF PA SYSTEM
 - DIVIDED HIGHWAY
 - STREET OPEN FOR TRAVEL
 - POST OFFICE
 - SCHOOL
 - CITY CENTER
 - CITY LIGHTS
 - PUBLIC AREA
 - PUBLIC BUILDING
 - COURT HOUSE
 - CITY HALL
 - ARMORY
 - LIBRARY

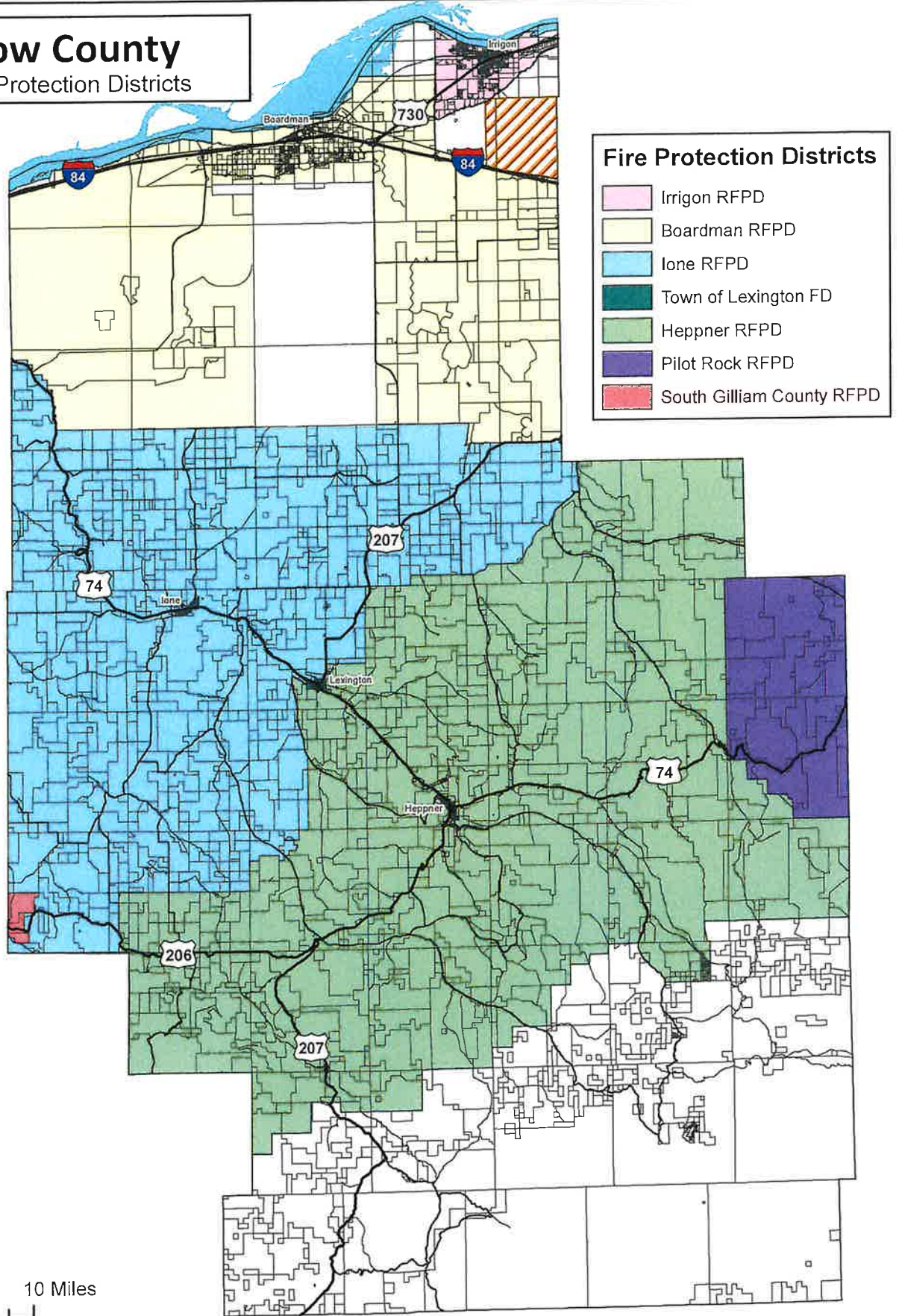


Counts of this map are complete as received from Oregon Dept. of Transportation, Salem, Oregon 97310.

17

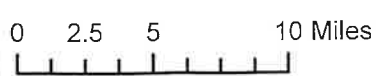
Morrow County

Rural Fire Protection Districts



Fire Protection Districts

- Irrigon RFPD
- Boardman RFPD
- Ione RFPD
- Town of Lexington FD
- Heppner RFPD
- Pilot Rock RFPD
- South Gilliam County RFPD



- Streets
- Highway
- Army Depot
- Bombing Range

Morrow County Planning Department
July 2016

Map for reference use only.
Source: ODFW, ODOT, BLM, USDA, USFS,
Oregon Dept. of Revenue, ESRI

Document Path: S:\Planning\Map\Fire District Maps and Layers\RFPD Boundary Map.aprx

APPENDIX #6

MORROW COUNTY AMBULANCE
MUTUAL AID AGREEMENT

WHEREAS the Parties hereto maintain and operate Emergency Medical Services for the purpose of necessary lifesaving services within their respective service areas; and

WHEREAS the parties recognize the possibility that numerous medical responses and/or disaster conditions in one Party's area could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance; and

WHEREAS the parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's service area due to distance, road, or weather conditions;

NOW THEREFORE, it is agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof, and that neither Party shall be obligated to reimburse that other for use of equipment or personnel. During the course of rendering aid, the personnel and equipment of each party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage.

5. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by Party upon reasonable notice.
6. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

Scott J. Clark Fire Chief 4/22/19 Signature Title Date
Russell J. Est EMS Coordinator 4/22/19 Signature Title Date



**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

PO BOX 9
Heppner OR 97836
Tel: 541-676-9133

Toll Free: 1-800-737-4113

www.morrowcountyhealthdistrict.org

MUTUAL AID/MEMORANDUM OF UNDERSTANDING BETWEEN MORROW COUNTY HEALTH DISTRICT
AMBULANCE SERVICE AND NORTH GILLIAM AMBULANCE SERVICE.

This Mutual aid/Memorandum of Understanding between these two parties is for the sole purpose of the transporting of Morrow County Health District/Pioneer Memorial Hospice patients ONLY that are located in North and South Gilliam County. This agreement describes the terms and conditions associated with the transportation of Hospice patients between their residences and Pioneer Memorial Hospital.

COVERAGE: North Gilliam Ambulance service will provide transportation of Hospice patients solely upon request as authorized by a Hospice representative. Transportation MUST relate to a Hospice covered diagnosis, related complication or condition for contract to apply. If the family member initiates a 911 call for transport, this memorandum does not apply and Hospice program will not be responsible for payment of \$250 as listed below.

Morrow County Health District Ambulance shall call the ambulance director of North Gilliam Ambulance Service when it receives a request to transport a Pioneer Memorial Hospice Patient to Pioneer Memorial Hospital for care and seek approval to enter into Gilliam County to transport Hospice patient to Pioneer Memorial Hospital in Heppner, Oregon.

If North Gilliam County has volunteers to transport patient, it has the right to transport patient to PMH or North Gilliam Ambulance service can allow MCHD ambulance service to pick up the patient for transfer to PMH.

PAYMENT: Hospice is an all-inclusive rate from Medicare. Transport to PMH for a Hospice related illness will be covered by the Hospice program and the ambulance service will be paid \$ 250.00 for the transport to PMH. Hospice patients not covered by Medicare or who are Medicare- eligible would not be subject to the terms of this contract and insurance may be billed.

TERMS: This agreement shall commence on the effective date and shall be in full force and effect until terminated by either party by giving a 30 day written notice to the other part

Executed this 23rd day of April, 2018 by:

David Anderson, Administrator

Robert Houser, CEO, FACHE

North Gilliam County Health District

Morrow County Health District

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P - (541) 676-9133 F - (541) 676-2901 TDD - (541) 676-2908	P - (541) 676-2946 F - (541) 676-9017	P - (541) 676-5504 F - (541) 676-9025	P - (541) 922-5880 F - (541) 922-5881	P - (541) 422-7128 F - (541) 422-7145	P - (541) 676-9133 F - (541) 676-2901



MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

PO BOX 9

Heppner OR 97836

Tel: 541-676-9133

Toll Free: 1-800-737-4113

www.morrowcountyhealthdistrict.org

MUTUAL AID/MEMORANDUM OF UNDERSTANDING BETWEEN MORROW COUNTY HEALTH DISTRICT

AMBULANCE SERVICE AND SOUTH GILLIAM AMBULANCE SERVICE.

This Mutual Aid and Memorandum of Understanding between these two parties is for the sole purpose of the transporting of Morrow County Health District/Pioneer Memorial Hospice patients ONLY that are located in South Gilliam County. This agreement describes the terms and conditions associated with the transport of Hospice patients between their residences and Pioneer Memorial Hospital.

COVERAGE: South Gilliam Ambulance service will provide transportation services of Hospice patients solely upon request as authorized by a Hospice representative. Transportation MUST relate to a Hospice covered diagnosis, related complication or condition for contract to apply. If the family member initiates a 911 call for transport, this memorandum does not apply and Hospice program will not be responsible for payment of \$250 as listed below.

Morrow County Health District Ambulance shall call the ambulance director of South Gilliam Ambulance Service when it receives a request to transport a Pioneer Memorial Hospice Patient to Pioneer Memorial Hospital for care and seek approval to enter into Gilliam County to transport our Hospice patient to Pioneer Memorial Hospital in Heppner, Oregon.

If South Gilliam County has volunteers to transport the patient, it has the right to transport patient to PMH or South Gilliam Ambulance service can allow MCHD ambulance service to pick up the patient for transfer to PMH.

PAYMENT: Hospice is an all-inclusive rate from Medicare. Transport to PMH for a Hospice related illness will be covered by the Hospice program and the ambulance service will be paid \$250.00 for the transport to PMH. Hospice patients not covered by Medicare or who are Medicare-eligible would not be subject to the terms of this contract and insurance may be billed.

TERMS: This agreement shall commence on the effective date and shall be in full force and effect until terminated by either party by giving a 30 written notice to the other party.

Executed this 2nd day of May, 2018 by:

Cynthia Hinton, EMS Director

South Gilliam County Ambulance District

Bob Houser, CEO, FACHE

Bob Houser, CEO, FACHE

Morrow County Health District

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P - (541) 676-9133 F - (541) 676-2901 TDD - (541) 676-2908	P - (541) 676-2946 F - (541) 676-9017	P - (541) 676-5504 F - (541) 676-9025	P - (541) 922-5880 F - (541) 922-5881	P - (541) 422-7128 F - (541) 422-7145	P - (541) 676-9133 F - (541) 676-2901

APPENDIX #6

MORROW COUNTY AMBULANCE
MUTUAL AID AGREEMENT

WHEREAS the Parties hereto maintain and operate Emergency Medical Services for the purpose of necessary lifesaving services within their respective service areas; and

WHEREAS the parties recognize the possibility that numerous medical responses and/or disaster conditions in one Party's area could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance; and

WHEREAS the parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's service area due to distance, road, or weather conditions;

NOW THEREFORE, it is agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof, and that neither Party shall be obligated to reimburse that other for use of equipment or personnel. During the course of rendering aid, the personnel and equipment of each party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage.

5. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by Party upon reasonable notice.

6. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

_____ Signature Title Date

_____ Signature Title Date

Pioneer
Memorial

Hospital and Nursing Home

Phone (503) 676-9133
Fax (503) 676-9104

P.O. Box 9 -- 564 E. Pioneer Drive
Heppner, Oregon 97836

August 15, 1991

Steve Frasier
Hermiston Fire Department
City of Hermiston
180 NE Second Street
Hermiston, OR 97838

Dear Steve:

Both Carl Lauritsen and myself reviewed the proposed modification to the ambulance service area, as depicted in red on your map enclosure; and agree that this is sufficient to resolve the issue in question. We believe that this provision of the mutual assistance agreement will improve response time to injured patients in this remote part of Morrow County, thus expediting there care.

Furthermore we are in agreement with your proposal for the small section of Buttercreek road that passes through the corner of Morrow County being served by the Pendleton Ambulance service. Unless we hear otherwise we will assume that this situation is resolved as you so state in your letter of August 5, 1991.

It has certainly been a pleasure in resolving this dilemma to both of our mutual satisfaction and appreciate very much your cooperation and assistance.

Sincerely,



Edward S. Berretta, M.D.
EMT Ambulance Advisor for Heppner Service Ambulance District
ESB:vt



P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Board of Commissioners

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

April 28, 2021

Elizabeth E. Heckathorn
Deputy Director
Oregon Health Authority
Public Health Division
EMS and Trauma Systems
800 N.E. Oregon Street, Suite 305
Portland, OR 97232

Dear Ms. Heckathorn,

The Morrow County Board of Commissioners verifies the acceptance of the Mass Casualty Incident Plan, as presented in the Morrow County 2021 Ambulance Service Area Plan required by the State of Oregon for each individual County.

Sincerely,

Don Russell
Chair

Jim Doherty
Commissioner

Melissa Lindsay
Commissioner



P. O. Box 788 • Heppner, Oregon 97836
(541) 676-5620 • FAX (541) 676-5621

COUNTY COURT

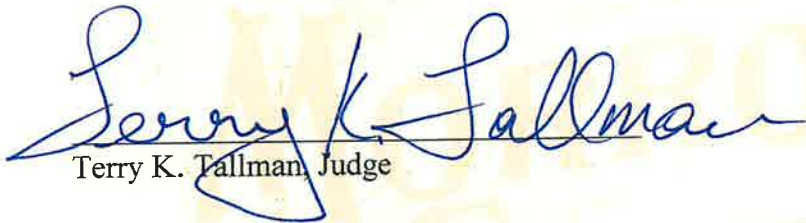
TERRY K. TALLMAN, Judge
email: ttallman@co.morrow.or.us
Boardman, Oregon
LEANN REA, Commissioner
email: lrea@co.morrow.or.us
Heppner, Oregon
DON RUSSELL, Commissioner
email: drussell@co.morrow.or.us
Boardman, Oregon

July 6, 2016

To Whom It May Concern:

The Morrow County Court verifies the acceptance of the Mass Casualty Incident Plan, as presented in the Morrow County 2016 Ambulance Service Area Plan required by the State of Oregon for each individual County.

Dated this 6th day of July, 2016.


Terry K. Tallman, Judge


Leann Rea, Commissioner


Don Russell, Commissioner



Department of Human Services
EMS and Trauma Systems Program
 Ambulance Vehicle Inspection Form



- INITIAL INSPECTION RE-INSPECTION
 ANNOUNCED INSPECTION SELF INSPECTION

Agency Name:

Contact person:

Phone(s):

Fax:

Email:

Business address:

	No. Of Items	Description	Pass	Fail	Notes
Vehicle Equipment Minimum Standards for BLS Ambulance					
AUDIO WARNING DEVICES					
1	1	siren electronic with two speakers mounted in grille.			
2	1	public address system			
3	1	horn			
4	1	backup alert system			
VISUAL WARNING / LIGHTING DEVICES (Refer to KKK-A-A1822B, C, D or E diagram for type I, II, III)					
1	2	headlights white with dim bright switch			
2	2	front side marker lights (amber)			
3	2	front side reflectors (amber)			
4	2	front turn signals (amber)			
5	2	front identification lights (amber)			
6	2	front clearance lights (amber)			
7	2	rear side marker lights (red)			
8	2	rear side reflectors (red)			
9	2	rear back reflectors (red)			
10	3	rear identification lights (red)			
11	2	rear clearance lights (red)			
12	2	rear tail lights (red)			
13	2	rear brake lights (red)			
14	2	rear turn signal lights (red or amber)			
15	2	rear backup lights (white)			
	No. Of Items	Description	Pass	Fail	Notes
	2	rear license plate lights (white)			
	1	front warning light (red)			

1	front warning light (white)				
2	rear warning lights (red)				
1	rear warning lights (amber)				
2 Per Side	side warning lights (red)				
2	grille lights (red)				
1 per side	intersection lights (white)				
1 per side	flood lights				
1	rear flood light				
SHOCKS, WHEELS, TIRES AND TIRE CHANGING EQUIPMENT					
2	front tires (minimum tread of 3/32 even wear and good condition)				
2	rear tires (minimum tread of 3/32 even wear and good condition)				
1	spare tire (minimum tread of 3/32 even wear and good condition)				
1	jack with handle				
1	lug wrench				
1	procedure outlining damaged wheel or tire in lieu of carrying spare tire, jack, and lug wrench				
*	main brakes (in good working condition)				
	parking brake (in good working condition)				
2	front shocks				
2	rear shocks				
WINDOWS, MIRRORS AND CLEANING EQUIPMENT					
1	windshield free from excessive rock chips or cracks				
2	windshield wipers in good working condition				
1	windshield washer unit functional with sufficient washer fluid				
1	windshield defroster				
*	side and rear windows free from excessive rock chips or cracks				
1	window between cab and patient compartment (type II & III)				
2	side rear view mirrors R & L				
SEAT BELTS (In Good Working Condition)					
1	one for each seat in cab				
1	one for each seat in patient compartment				
	No. Of Items	Description	Pass	Fail	Notes
*		fasten seatbelt signs-conspicuously displayed in both drivers and patient compartments			
ENGINE, TRANSMISSION, AND ELECTRICAL SYSTEMS					
*		engine oil level			

	*	transmission fluid level			
	*	fan belts			
	1	ignition switch			
	1	electrical system (with all lights on, amp meter reads)			
	1	battery system (dual 12-volt system with labeled selector device)			
	2	dual batteries (in engine compartment with heat shields)			
	2	dual batteries (in ventilated pull out compartment)			
EXHAUST SYSTEM					
	*	exhaust system (in good working condition with mufflers, and tailpipes vented to sides of vehicle)			
HEATING, COOLING, AND VENTILATION SYSTEMS					
	1	heater front			
	1	heater patient compartment			
	1	air conditioner front			
	1	air conditioner rear			
	1	exhaust fan patient compartment			
SECURITY AND RESCUE EQUIPMENT					
	1	fire extinguisher, 5LB type 2A-10BC must be mounted and accessible from patient or drivers compartment			
	1	flashlight rechargeable or has extra batteries and bulbs sufficient for crew			
	2 pr	leather gloves			
		flares or red chemical lights = 180 minutes, or reflective triangles			
	1	24 " crowbar			
	1	51 " wrecking bar			
	1	pry-ax type tool may replace crowbar and wrecking bar			
	1	DOT ERG Hazmat 2008 or newer			
COMMUNICATIONS SYSTEMS					
	1	two way radio system which provides reliable contact between the ambulance and dispatch, receiving hospitals, and online medical direction			
PATIENT CARE REPORTING					
	*	Division specified PCRF (sufficient quantity)			
	*	Division specified electronic data field as outlined in 333-250-0044 (e)			
	No. Of Items	Description	Pass	Fail	Notes
	5	Oregon Trauma System ID bracelets			
	25	triage tags			
SIGNAGE, LICENSES & CERTIFICATES					
	1	"Star of Life" or final stage vehicle manufacturing certificate			Location _____
	1	DHS-EMS ambulance license			Location _____ License # _____ Expiration Date _____

		rear window ambulance license (orange and blue)			Location _____ License # _____ Expiration Date _____
PATIENT CARE EQUIPMENT – BLS, ILS, and ALS LEVEL OF CARE					
Onboard-Installed Medical Oxygen System					
	1	installed oxygen tank with at least 3000 liter capacity and at least 500 liters at inspection. color coded green in ventilated compartment free from non-secured items, dirt, or combustible items			
	1	installed single stage regulator set to at least 50 psi			
	*	pressure regulator meter and controls visible, and accessible from inside the patient compartment.			
	2	oxygen flow-meters mounted and visible from the airway seat and squad-bench with minimum range of 0-15 lpm			
Portable Medical Oxygen Equipment					
	1	portable tank with at least 3000 liter capacity and contains at least 500 psi			
	1	yoke regulator with pressure gauge with delivery range of at least 0-15 lpm			
	1	spare portable tank with at least 3000 liter capacity that is full, tagged and sealed			
Flow-meter test					
	*	test accurate to within 1.0 lpm when tested at or below 5 lpm			Test Results @ 4 LPM _____
	*	test accurate to within 1.5 lpm when tested between 6-15 lpm			Test Results @ 12 LPM _____
MEDICAL OXYGEN ADMINISTRATION EQUIPMENT					
	3	adult non rebreather masks with tubing			
	3	pediatric non rebreather masks with tubing			
	3	adult nasal cannulas disposable			
	No. Of Items	Description	Pass	Fail	Notes
	1	bag valve mask ventilation device with reservoir and universal adapter, must be manually operable with or without oxygen, and be self refilling			
	*	ventilation masks transparent and semi-rigid in sizes adult, child, and infant/newborn			
	*	PEAD (Combi-tube, King, etc...) if approved by supervising physician, in assorted sizes.			
		end tidal CO2 detection devices adult and pediatric sizes may be colorimetric, capnometric, or capnographic			

	*	oropharyngeal airways sizes ranging from adult to newborn/infant			
	*	nasopharyngeal airways sizes ranging from adult to newborn/infant			
SUCTION EQUIPMENT					
	1	onboard suction unit electrically operated or engine-vacuum			
	2	collection canisters (sealable and disposable or sealable liners)			
	*	must provide adequate suction and be adjustable for pediatrics			
		portable suction unit which can operate independent from electrical source for at least 20 minutes and provides adequate suction			
	1	8 oz bottle of water for clearing suction tubing			
	4	suction tubing (at least ¼ inch diameter, clear, does not collapse under pressure)			
	*	suction catheters ranging from adult to infant/newborn sizes			
CARDIAC MONITORING EQUIPMENT					
		Portable cardiac monitor/defibrillator must be capable of operating independently of an electrical outlet and delivering total defibrillation energy sufficient to meet the number of shocks and power settings prescribed in the EMS supervising Physicians standing orders and be inclusive of the 2005 American Heart Association or equivalent standards and guidelines for emergency cardiac care.			
	1	automatic / semi-automatic / or manual defibrillator (ILS, ALS)			
	3 sets	adult defibrillator pads			
	3 sets	pediatric defibrillator pads			
	1	defibrillator paddles pediatric and Adult or pads 3 sets of each			
	*	monitoring electrodes adult and Infant sizes with adequate supply			
	2 sets	ECG monitor cables			
	*	ECG monitor paper			
	No. Of Items	Description	Pass	Fail	Notes
STRETCHERS, FASTENERS AND ANCHORAGES:					
	1	Wheeled Stretcher: Must be capable of securely fastening to the ambulance body, have a minimum of three restraining devices, an upper torso (over the shoulders) restraint, contain a standard size waterproof foam mattress and be capable of having the head of the stretcher tilted upwards to a 60-degree semi-sitting position			
	1	Folding Stretcher: The number required is based on the stretcher-carrying capacity of the ambulance. An additional long backboard may be substituted for the folding stretcher. The stretcher must be capable of being securely fastened to the squad bench when carrying a patient, and have a minimum of three restraining devices and an upper torso device			
IMMOBALIZATION EQUIPMENT					
	1	scoop stretcher			
	1	short backboard or equivalent			
	1	long backboard			
	1	pediatric immobilization device			
	2 Sets	adequate number of restraining devices and sufficient supplies for immobilizing			

		the head			
	2 Sets	extrication collars in assorted sizes from adult to pediatric			
	1	traction splint adult and pediatric			
	*	extremity splints assorted sizes			
BANDAGING AND DRESSING MATERIALS					
	*	conforming gauze bandages			
	*	sterile 4x4 gauze sponges			
	*	occlusive dressings 4x4			
	*	sterile bulk dressings 8x30-4 or 7x8-8			
	2	triangle bandages			
	*	adhesive hypo-allergenic tape in assorted sizes			
	*	bandage shears			
	No. Of Items	Description	Pass	Fail	Notes
MISCELLANEOUS EQUIPMENT					
	1	obstetrical kit (disposable)			
	1	hypothermia thermometer			
	*	chemical cold packs			
	*	chemical hot packs			
	*	emesis containers / bags			
	1	urinal female & male			
	1	bedpan			
	1 set	extremity restraining devices			
	1	stethoscope adult			
	1	stethoscope child			
	*	blood pressure cuffs in assorted sizes ranging from large adult to pediatric			
	1	blood glucose testing device or strips			
	*	assorted linen and supplies sufficient to cover wheeled stretcher			
PERSONAL PROTECTIVE EQUIPMENT					
	No. Of Items	Description	Pass	Fail	Notes
	*	non-latex disposable gloves			
	*	disposable face masks			
	*	protective eyewear			
	*	disposable isolation gowns			
	*	hand cleaning solution or gown			
	*	surface cleaning disinfectant			
	1	sharps container for the patient compartment			
	1	sharps container for each kit carrying needles			
	*	infectious waste disposal bags			
MEDICATIONS, EQUIPMENT & SUPPLIES AUTHORIZED FOR USE AS AN EMT-BASIC AS REQUIRED BY SUPERVISING PHYSICIAN					
INTERMEDIATE LEVEL SERVICE AMBULANCE					
		all equipment required for BLS ambulance and the following items for ILS level			

	*	any physiologic crystalloid solution or combination thereof 6000cc min			
	*	medications and fluids authorized for use by an EMT-Intermediate as required by the EMS supervising physician.			
	*	if carrying controlled substances, must adhere to procedures specified in OAR 333-250-0049(A)			
	*	over the needle catheters in assorted sizes 24-gauge through 14-gauge			
	*	specifically designed needles for introsseous infusions			
	*	copy of Intermediate protocols signed by supervising physician within past year			
ADVANCED LEVEL SERVICE					
	*	nasogastric tubes in assorted sizes			
	*	cardiac monitoring equipment			
	*	laryngoscope handle with assorted blades, sizes adult to pediatric			
	*	spare dated batteries for laryngoscope handle			
	*	endotracheal tubes in assorted sizes from adult to pediatric			
	1	Magill forceps adult and child			
	*	endotracheal tube stylettes adult and child			
	No. Of Items	Description	Pass	Fail	Notes
	*	colorimetric, capnometric, or capnographic CO2 detection device			
	*	oxygen saturation monitor			
	*	chest decompression equipment			
	*	sterile I.V. agents and medications authorized by supervising physician			
	*	over the needle catheters in assorted sizes 24 gauge through 14 gauge			
	*	specifically designed needles for introsseous infusions			
	*	copy of advanced level protocols signed by supervising physician within past year			
	*	if carrying controlled substances, must adhere to procedures specified in OAR 333-250-0049(A)			

Notes:



PUBLIC HEALTH DIVISION
EMS and Trauma Systems

Kate Brown, Governor

Oregon
Health
Authority

800 NE Oregon Street, Suite 465
Portland, OR 97232-2162
Office: 971-673-0520
Fax: 971-673-0555
TTY: 971-673-0372
www.healthoregon.org/ems

May 26, 2015

Morrow County Ambulance
ATTN: Rusty Estes
564 E Pioneer Drive
PO Box 9
Heppner, OR 97836

Dear Morrow County Ambulance,

This letter is to inform you that Dr. Daniel Hambleton has applied for and been approved as a Medical Director/Supervising Physician. Dr. Hambleton has listed your agency as one of the agencies he will be acting as Supervising Physician.

At the request of the State Medical Director, Dr. David Lehrfeld, Dr. Daniel Hambleton's email address has been added to our database so the Department can keep you informed of important updates and changes in Oregon EMS.

Sincerely,

Candace Hamilton

Program Manager

Emergency Medical Services and Trauma Systems Program





PUBLIC HEALTH DIVISION
EMS and Trauma Systems

Kate Brown, Governor

Oregon
Health
Authority

800 NE Oregon Street, Suite 465
Portland, OR 97232-2162
Office: 971-673-0520
Fax: 971-673-0555
TTY: 971-673-0372
www.healthoregon.org/ems

May 18, 2015

Daniel C. Hambleton, MD
75950 Highway 74 Lena
Heppner, OR 97836

Dear Dr. Hambleton,

This letter is to inform you your application has been approved as a Medical Director/Supervising Physician for Morrow County Ambulance in Heppner, Oregon.

At the request of the State Medical Director, Dr. David Lehrfeld, your email address has been added to our database so the Department can keep you informed of important updates and changes in Oregon EMS.

We appreciate your acceptance of the duties of the Medical Director/Supervising Physician and look forward to working with you in future EMS activities.

Sincerely,

Dana Selover, MD
EMS and Trauma Systems Director
Emergency Medical Services and Trauma Systems Program





Daniel Hambleton

attended the Continuing Medical Education activity

**NAEMSP[®] National EMS
Medical Directors Course & Practicum[®]**

January 21-23, 2017

**Hyatt Regency
New Orleans, Louisiana**

**and has earned 21.50 *AMA PRA Category 1 Credit(s)*[™]
as a learner in this activity**

ACCME Accreditation Statement:

This activity has been planned and implemented in accordance with the accreditation requirements and policies of the Accreditation Council for Continuing Medical Education through the joint providership of the Medical College of Wisconsin and National Association of EMS Physicians[®] (NAEMSP[®]). The Medical College of Wisconsin is accredited by the ACCME to provide continuing medical education for physicians.

The Medical College of Wisconsin designates this live activity for a maximum of *21.5 AMA PRA Category 1 Credit(s)*[™]. Physicians should claim only the credit commensurate with the extent of their participation in the activity.

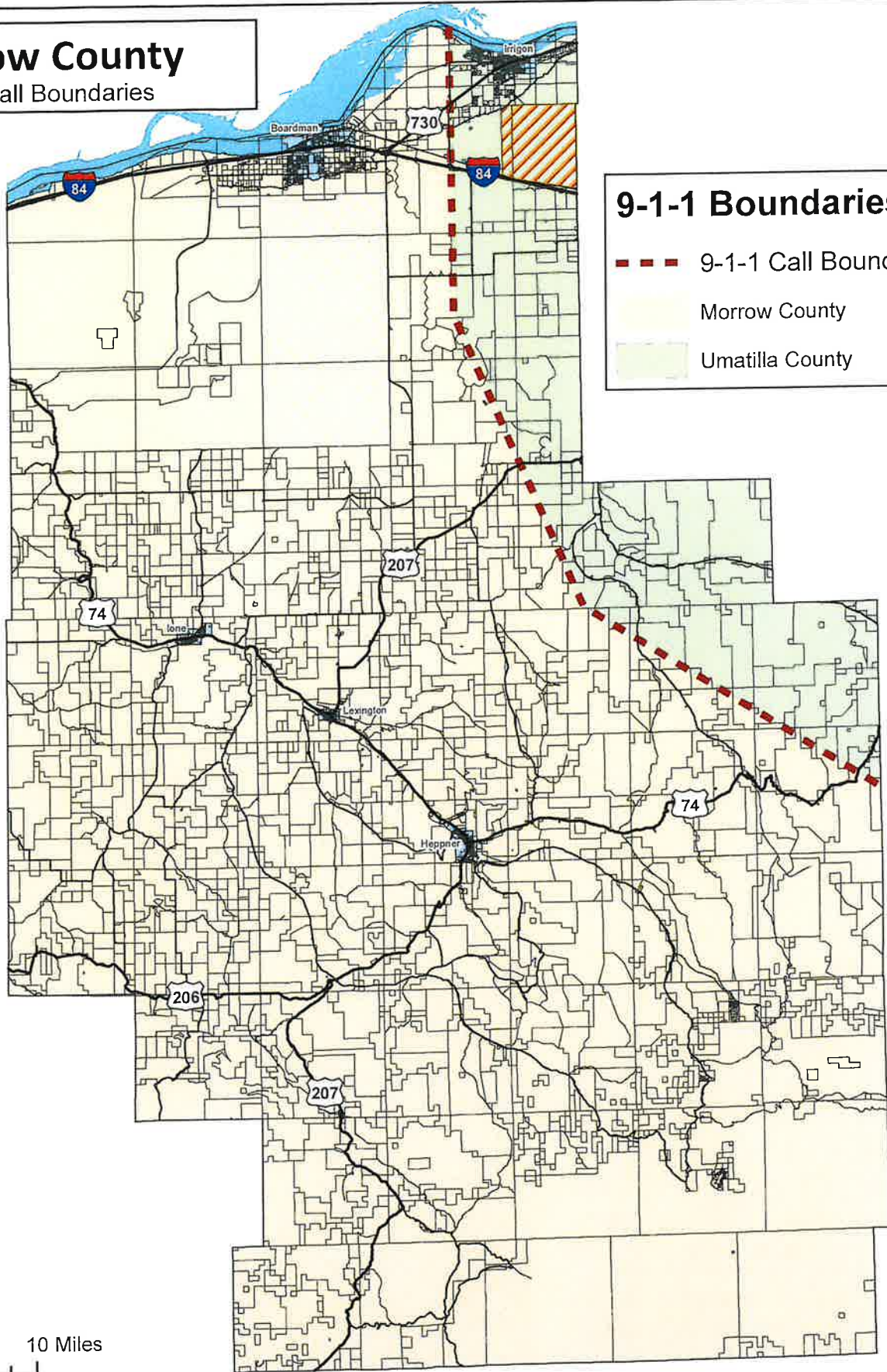
The Medical College of Wisconsin designates this activity for up to 21.5 hours of participation for continuing education for allied health professionals.

Program number 17014




<i>Session Code</i>	<i>Session Title</i>	<i>Sessions Listing</i>	<i>Credits Earned</i>
MDC100	MDC - Course Overview:		0.25
MDC101	MDC - EMS Medical Direction: An Overview Introduction		0.75
MDC102	MDC - EMS Systems Models: Overview & Response, General Concepts & Response Elements		0.5
MDC103	MDC - EMS Dispatch-Structure PSAPs & Technology		0.5
MDC104	MDC - EMS Perspective		0.5
MDC105	MDC - EMS Systems Models: Domestic & International Models/Best Practices		0.5
MDC106	MDC - Emergency Medical Dispatch: Function, Call Taking, Pre-Arrivals & System Integration		0.25
MDC107	Case Studies in Medical Direction #1		1.5
MDC108	MDC - Anthropology of EMS		0.5
MDC109	MDC - Quality Improvement		0.5
MDC110	MDC - Leadership and Management as the Medical Director		0.5
MDC111	MDC - Panel: Political Pitfalls in Medical Direction		0.75
MDC201	MDC - Practical Issues in Medical Direction		0.5
MDC202	MDC - Mobile Integrated Health Care: Principles, Challenges, Models, Pilot Projects		0.5
MDC203	MDC - Controversies in Air Medical Care		0.5
MDC204	MDC - Case Studies in Medical Direction #2		1.75
MDC205	MDC - EMS Financial Fundamentals: Operational Costs, Basics of Accounting		0.5
MDC206	MDC - Data 300		0.5
MDC207	MDC - Case Studies in Medical Direction #3		1.5
MDC208	MDC - EMS Finance: Reimbursement, Revenue Streams, Health Care Finance Reform and EMS Impact		0.5
MDC209	MDC - Legal Concepts and Medical Direction		0.5
MDC210	MDC - Panel Strategies to Improve Systems		0.75
MDC301	MDC - Evidence Based Protocols for EMS		0.5
MDC302	MDC - Legal Authority and Medical Direction		0.5
MDC303	MDC - Fundamentals of Disaster Care: Structural Elements		0.5
MDC304	MDC - Legal Cases and Medical Direction		0.5
MDC305	MDC - Disaster Management in Practice		0.5
MDC306	MDC - EMS from the Federal Perspective		0.25
MDC307	MDC - Case Studies in Medical Direction #4		1.5
MDC308	MDC - EMS State of the Art: Integrated System of Cardiac Care		0.5
MDC309	MDC - EMS State of the Art: Controversies in Emergency Airway Management		0.5
MDC310	MDC - EMS State of the Art: Improving Cardiac Arrest Care in Your System		0.5
MDC311	MDC - EMS State of the Art: Evolution of the Police/EMS Relationship		0.75
MDC312	MDC - Wrap up & Evaluation		0.5
<i>Total Credit</i>			<i>21.50</i>

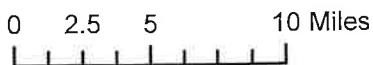
Morrow County

9-1-1 Call Boundaries



9-1-1 Boundaries

-  9-1-1 Call Boundary
-  Morrow County
-  Umatilla County



-  Streets
-  Highway
-  Army Depot
-  Bombing Range

Morrow County Planning Department
July 2016

Map for reference use only.
Source: ODFW, ODOT, BLM, USDA, USFS,
Oregon Dept. of Revenue, ESRI

Document Path: S:\Planning\2016 Fire District Maps and Layouts\0711 Call Boundaries Map.mxd

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

County drought declaration and letter to state officials. Similar to prior designations in 2020, 2018. Umatilla County passed a drought resolution a week ago.

2. FISCAL IMPACT:

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

Motion to approve resolution R-2021-12, a resolution declaring a state of drought emergency in Morrow County.

Attach additional background documentation as needed.



Board of Commissioners

P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

April 28, 2021

Mr. Ryan Andrews
Hydrologist
Oregon Water Resources Department
Co-Chair, Oregon Drought Readiness Council
725 Summer St. N.E., Suite A
Salem, OR 97301
Email: ryan.m.andrews@state.or.us

Ms. Traci Naile
Operations & Preparedness Manager
Oregon Office of Emergency Management
Co-Chair, Oregon Drought Readiness Council
P.O. Box 14370
Salem, OR 97301
Email: traci.naile@state.or.us

RE: Morrow County Drought

Dear Mr. Andrews and Ms. Naile,

Morrow County, by and through its County Elected Officials, requests that the Governor of Oregon issue an Executive Order for all of Morrow County under the provisions of ORS 536 as a direct result of severe, continuing and projected drought conditions.

There is the potential for Morrow County agricultural and livestock, natural resources, recreational, tourism, and related economies to experience widespread and severe damage resulting from extreme weather conditions within the County. The County is experiencing negative impacts to agriculture.

The County has already formally declared a drought and has attached a copy of the adopted Resolution for your files.

The Morrow County Board of Commissioners has determined that additional action by and support from the State is needed. This may include assistance from the Oregon Water Resources Department and other Oregon executive branch agencies, operating within their statutory authorities.

Morrow County Board of Commissioners therefore requests an Executive Order from the Governor, declaring drought in Morrow County.

We extend in advance our appreciation for your consideration on this matter.

Sincerely,

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

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

IN THE MATTER OF DECLARING)
A STATE OF DROUGHT EMERGENCY) RESOLUTION NO. R-2021-12
IN MORROW COUNTY)

THIS MATTER COMING BEFORE THE Morrow County Board of Commissioners sitting as the County governing body on April 28, 2021, at a regularly scheduled meeting;

WHEREAS, information has been provided to the Morrow County Board of Commissioners that a drought is occurring in Morrow County and that protective actions may be or are required to protect the citizens of Morrow County (Attachment A);

WHEREAS, over half of Morrow County is currently in severe drought designation, and the rest of Morrow County is either in moderate drought or abnormally dry designations according to the U.S. Drought Monitor as of April 23, 2021 (Attachment A);

WHEREAS, unless weather conditions improve substantially to above normal conditions, water users who rely on stored water will have a shortened water use season, and depending upon the priority date of their water right, water users who rely on stream flows will have substantially less water available and a shortened water use season;

WHEREAS, the above conditions will result in severe economic hardship to Morrow County, including shortages of livestock forage, loss of agricultural interests, and increased chance of wildfire;

WHEREAS, the Morrow County Soil and Water Conservation District, local farmers, and ranchers support the emergency declaration of drought in Morrow County;

NOW THEREFORE, the Board of Commissioners resolves that:

1. A state of emergency exists in Morrow County due to drought conditions.
2. Due to the state of emergency, the Morrow County Board of Commissioners does hereby request and entreat the Honorable Kate Brown, Governor of the State of Oregon, to:

- A. Declare a “State of Emergency,” a drought, to exist in Morrow County, Oregon;
- B. Direct the Oregon Water Resources Department to provide all available means of assistance to Morrow County agricultural producers.
- C. Direct Office of Emergency Management to coordinate and assist as needed, to address current and projected conditions in Morrow County.
- D. Direct all other state agencies to coordinate with the above agencies and to provide appropriate State resources as determined necessary to assist those affected in Morrow County.

Dated this 28th day of April 2021.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel



Soil & Water Conservation District

Attachment A - 1

Our Mission: *To conserve, protect, and develop soil, water and other natural resources for the economic and environmental benefit of the residents of Morrow County*

www.morrowswcd.org

430 W. Linden Way, PO Box 127, Heppner, OR 97836-0127

Phone (541)676-5452 Fax (541)676-9624

Morrow SWCD
PO Box 127
Heppner, OR 97836

April 22, 2021

Morrow County Board of Commissioners
Morrow County Bartholomew Building
110 N. Court St.
PO Box 788
Heppner, OR 97836

Attention: Melissa Lindsay, Commissioner

The Morrow Soil & Water Conservation District wishes to formally support the emergency declaration of drought in Morrow County, Oregon. The following points are our basis for declaration, as are the attached documents:

- Over half of Morrow County is currently in a D2 drought (severe drought) and the rest of the County is either D1 drought (moderate drought) or D0 drought (abnormally dry) according to the U.S. Drought Monitor.
- The National Oceanic and Atmospheric Administration (NOAA) three-month outlook (4-15-2021) for Morrow County forecast a 33-40% probability that temperatures will be above normal.
- The National Oceanic and Atmospheric Administration (NOAA) three-month outlook (4-15-2021) for Morrow County forecast a 50-60% probability that precipitation will be below normal.
- Precipitation this year has reached 2.93 inches at the NOAA weather station in Heppner, which is 1.18 inches below normal. Since October, the water year precipitation at Heppner has been 6.41 inches, which is 1.76 inches below normal (NOAA monthly climate summary for Heppner, OR on 4-1-2021).

Please feel free to contact me with any questions you may have.

Sincerely,

Kevin D. Payne
District Manager

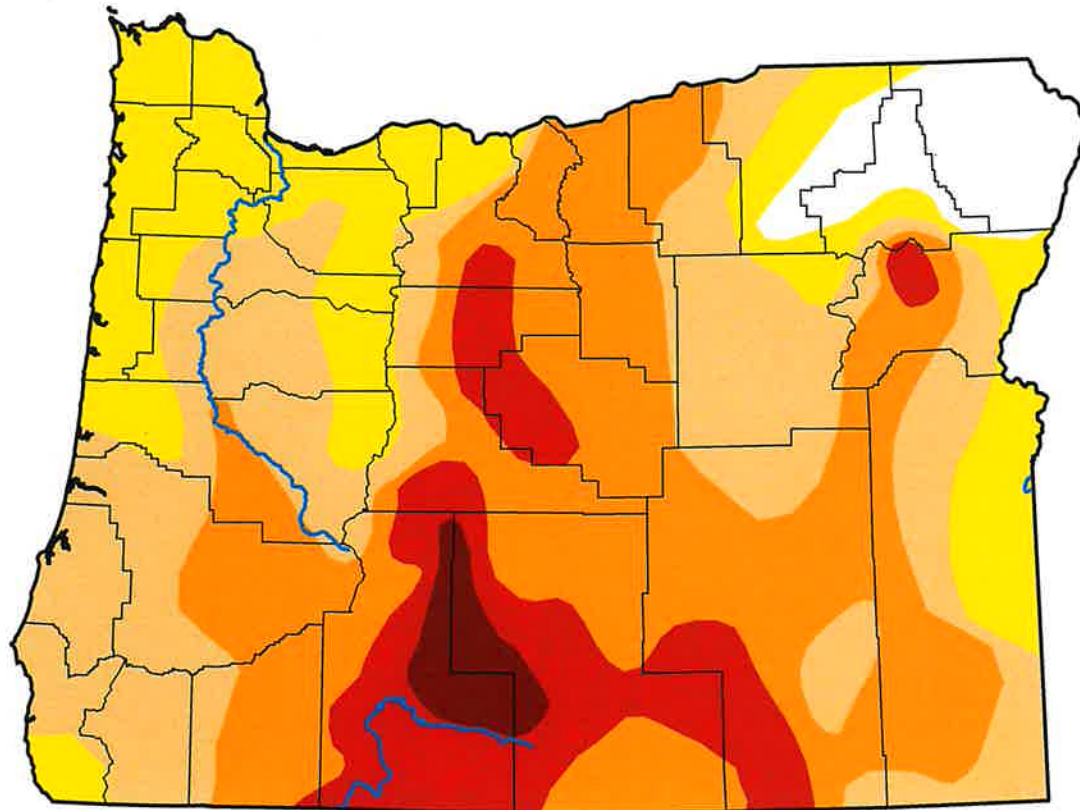
U.S. Drought Monitor Oregon

Attachment A - 2
April 20, 2021
 (Released Thursday, Apr. 22, 2021)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	5.47	94.53	75.95	47.11	14.12	2.22
Last Week <i>04-13-2021</i>	16.95	83.05	65.95	42.60	14.12	2.22
3 Months Ago <i>01-19-2021</i>	8.48	91.52	75.08	60.36	26.81	0.00
Start of Calendar Year <i>12-29-2020</i>	8.57	91.43	83.53	68.71	27.74	0.00
Start of Water Year <i>09-29-2020</i>	6.50	93.50	84.77	65.53	33.59	0.00
One Year Ago <i>04-21-2020</i>	5.37	94.63	63.13	31.84	2.36	0.00



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Richard Heim
 NCEI/NOAA



Current Conditions for Morrow County

U.S. Drought Monitor

The U.S. Drought Monitor (USDM) is updated each Thursday to show the location and intensity of drought across the country using a five-category system, from Abnormally Dry (D0) conditions to Exceptional Drought (D4). The USDM is a joint effort of the National Drought Mitigation Center, USDA, and NOAA. [Learn more.](#)



D0 - Abnormally Dry

- Ski season is impacted

100.00%
of Morrow
County
(D0-D4)



D1 - Moderate Drought

- Some fields are left fallow
- Water levels begin to decline; recreation and other uses are impacted

95.60%
of Morrow
County
(D1-D4)



D2 - Severe Drought

- Pastures are brown; hay yields are down, and prices are up; producers are selling cattle
- Fire risk increases
- Marshes are drying up, little water is available for waterfowl and wildlife; bears are moving into urban areas

51.89%
of Morrow
County
(D2-D4)



D3 - Extreme Drought

- Planting is delayed
- Wildfire activity is high
- Reservoirs and lakes are very low compared to normal; irrigation water is scarce

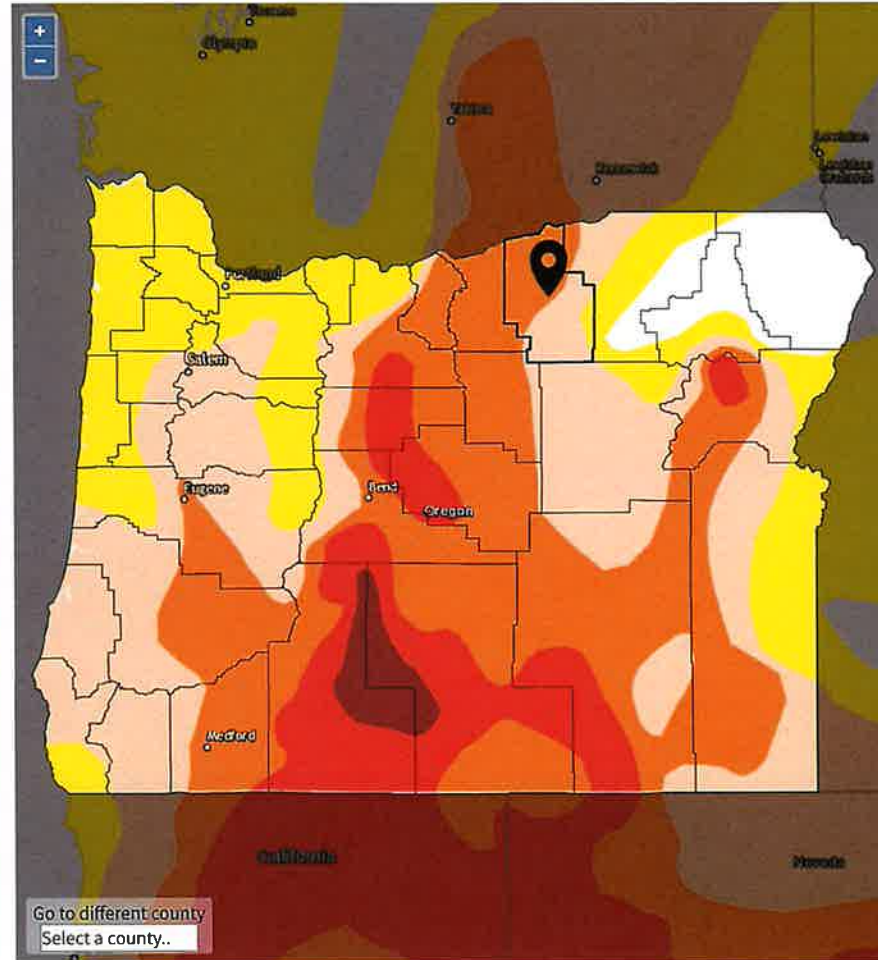
0.00%
of Morrow
County
(D3-D4)



D4 - Exceptional Drought

- Power generation is reduced

0.00%
of Morrow
County
(D4)



Source(s): U.S. Drought Monitor, UC Merced

Updated weekly - 04/20/21

Short-Term Drought Indicator Blend
EXPERIMENTAL

Short Term

These experimental drought blends integrate several key drought monitoring products and indices into a single short-term or long-term product, based on the methodology developed at the NOAA Climate Prediction Center. The blends are created using the Climate Engine tool, and apply the CPC weighting ratios to the high-resolution gridMET gridded research dataset. The data is updated daily, with a delay of 2 to 3 days to allow for data collection and quality control.

The short-term blend combines PDSI, Z-Index, 1-month SPI, and 3-month SPI to estimate the overall short-term drought. Please refer to the [product documentation](#) for more information. This product is an example of current [NIDIS-funded research](#).

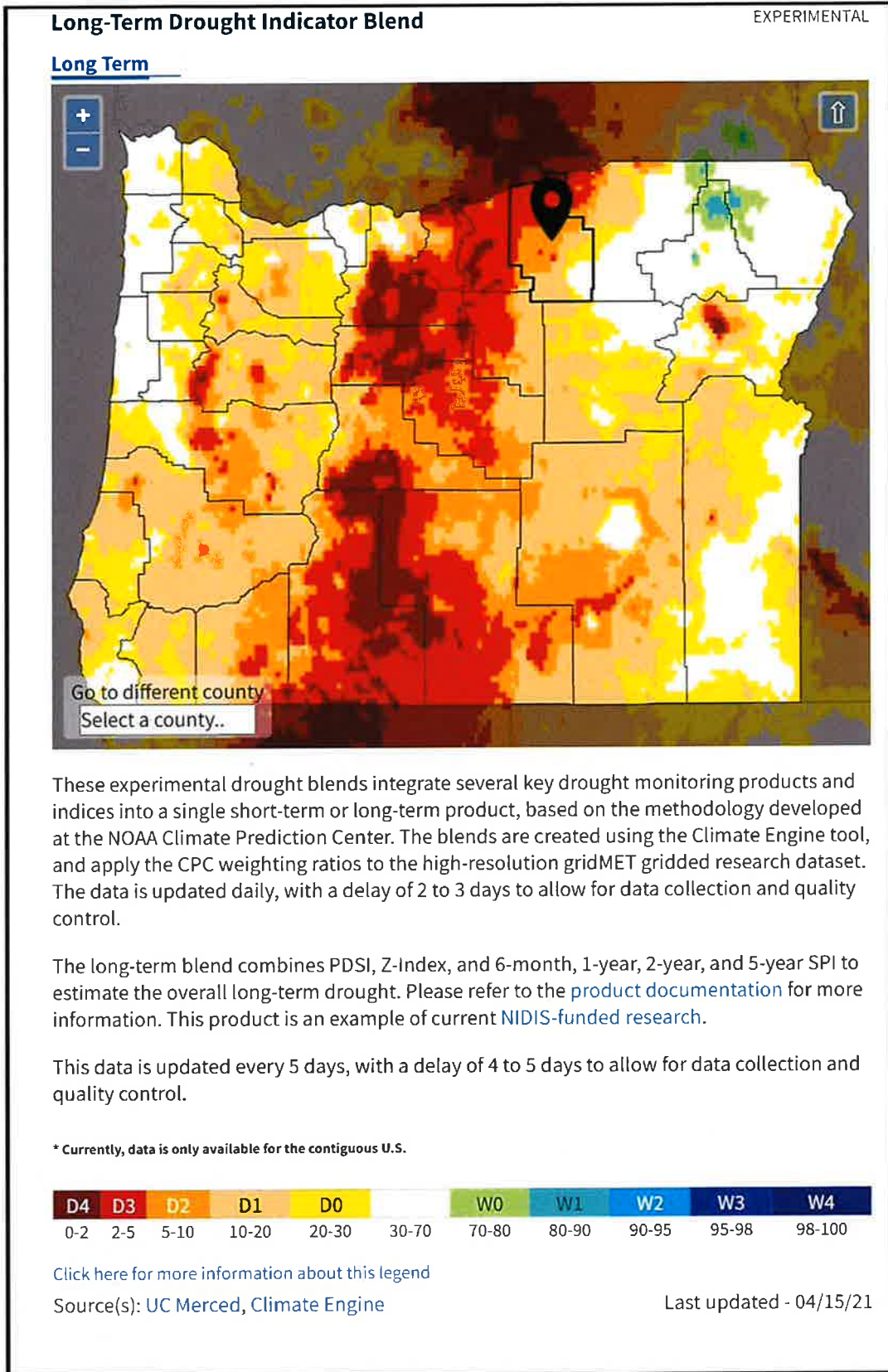
This data is updated every 5 days, with a delay of 4 to 5 days to allow for data collection and quality control.

*** Currently, data is only available for the contiguous U.S.**

D4	D3	D2	D1	D0	30-70	W0	W1	W2	W3	W4
0-2	2-5	5-10	10-20	20-30	30-70	70-80	80-90	90-95	95-98	98-100

[Click here for more information about this legend](#)

Source(s): UC Merced, Climate Engine Last updated - 04/15/21





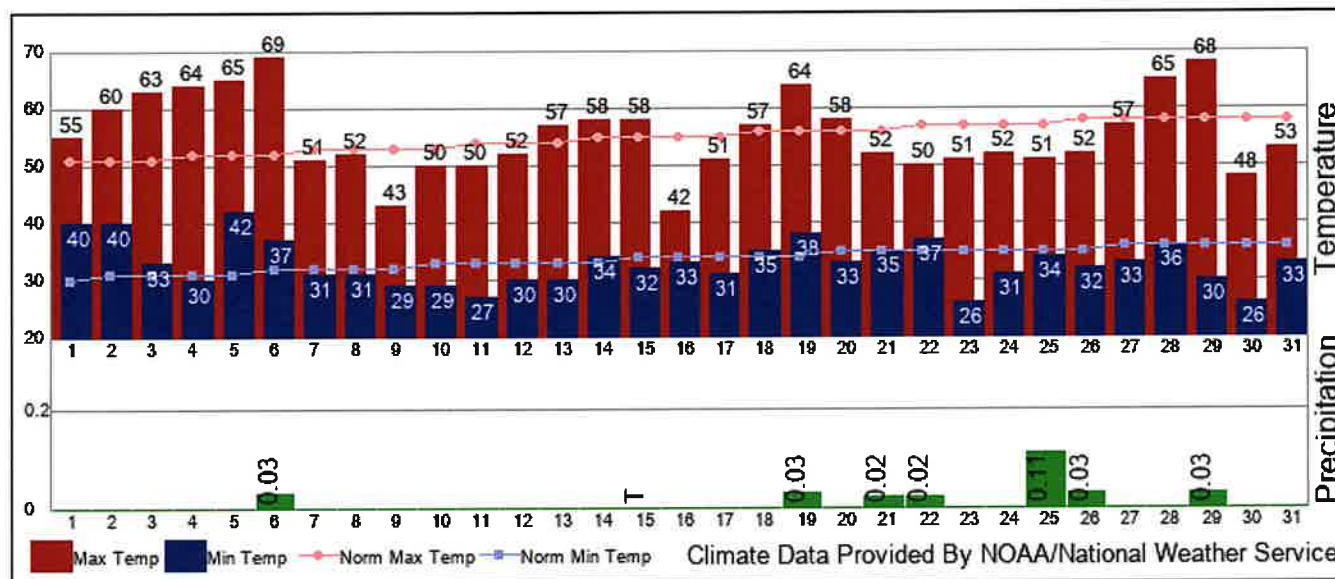
NEWS FROM NOAA

NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION • US DEPARTMENT OF COMMERCE

Contact: Marilyn Lohmann, (541)276-7832

FOR IMMEDIATE RELEASE
APRIL 1, 2021

NOAA ISSUES MONTHLY CLIMATE SUMMARY FOR HEPPNER



SELECT IMAGE TO TOGGLE BETWEEN COLOR AND GRAYSCALE

According to preliminary data received by NOAA's National Weather Service in Pendleton Oregon, temperatures at Heppner averaged near normal during the month of March.

The average temperature was 44.1 degrees which was 0.1 degrees below normal. High Temperatures averaged 55.4 degrees, which was 0.5 degrees above normal. The highest was 69 degrees on the 6th. Low temperatures averaged 32.8 degrees, which was 0.7 degrees below normal. The lowest was 26 degrees, on the 23rd.

There were 13 days with the low temperature below 32 degrees.

Precipitation totaled 0.27 inches during March, which was 1.25 inches below normal. Measurable precipitation -at least .01 inch- was received on 7 days with the heaviest, 0.11 inches reported on the 25th.

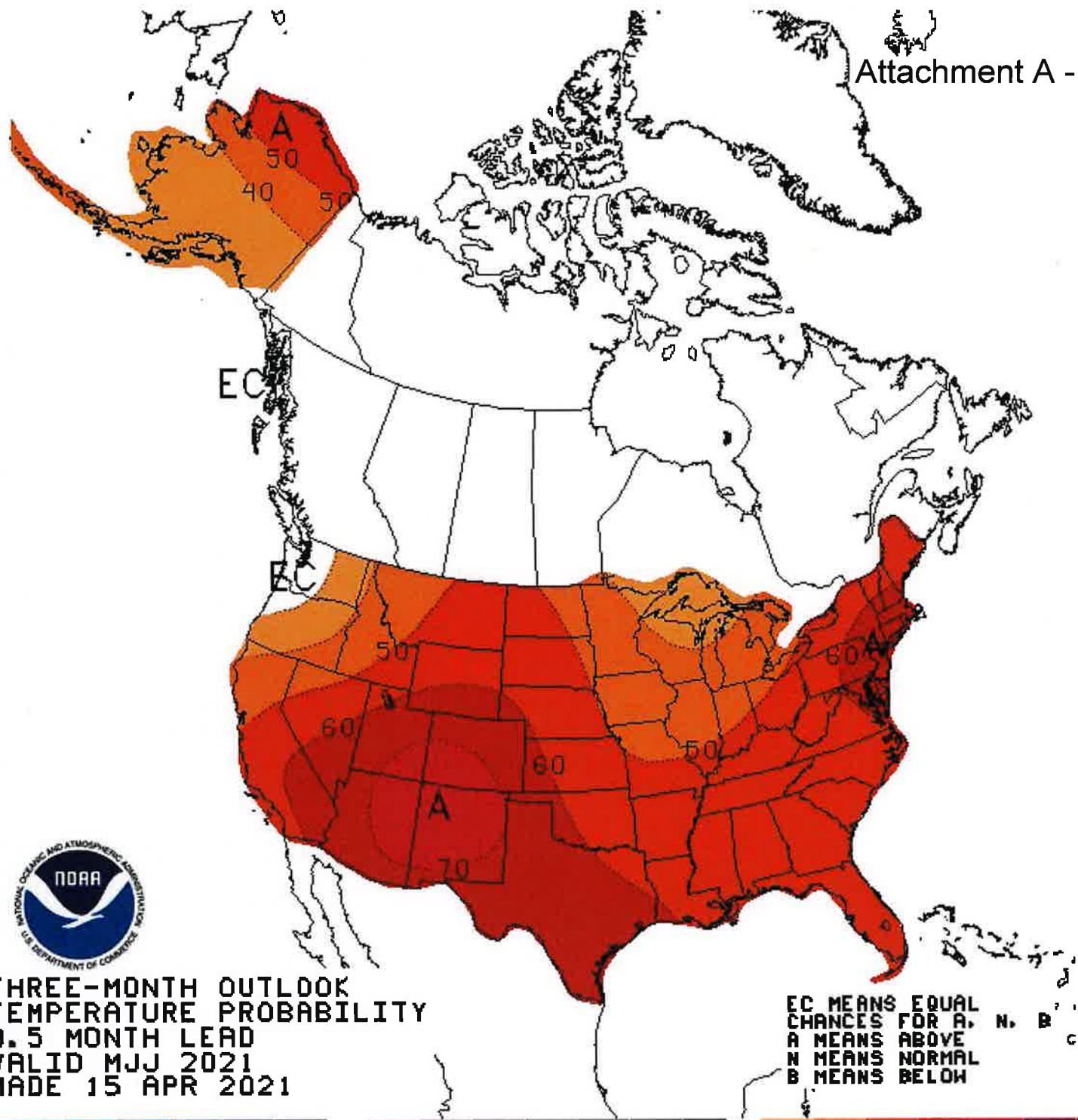
Precipitation this year has reached 2.93 inches, which is 1.18 inches below normal. Since October, the water year precipitation at Heppner has been 6.41 inches, which is 1.76 inches below normal.

The outlook for April from NOAA's Climate Prediction Center calls for near to below normal temperatures and near normal precipitation. Normal highs for Heppner rise from 59.0 degrees at the start of April to 64.0 degrees at the end of April. Normal lows rise from 36.0 degrees to 40.0 degrees. The 30 year normal precipitation is 1.51 inches.

The National Weather Service is an office of the National Oceanic and Atmospheric Administration, an agency of the U.S. Commerce Department.

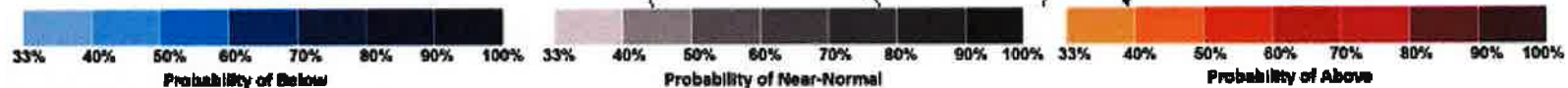
###

On the web: NOAA National Weather Service in Pendleton, Oregon: <http://weather.gov/pendleton>



THREE-MONTH OUTLOOK
TEMPERATURE PROBABILITY
0.5 MONTH LEAD
VALID MJJ 2021
MADE 15 APR 2021

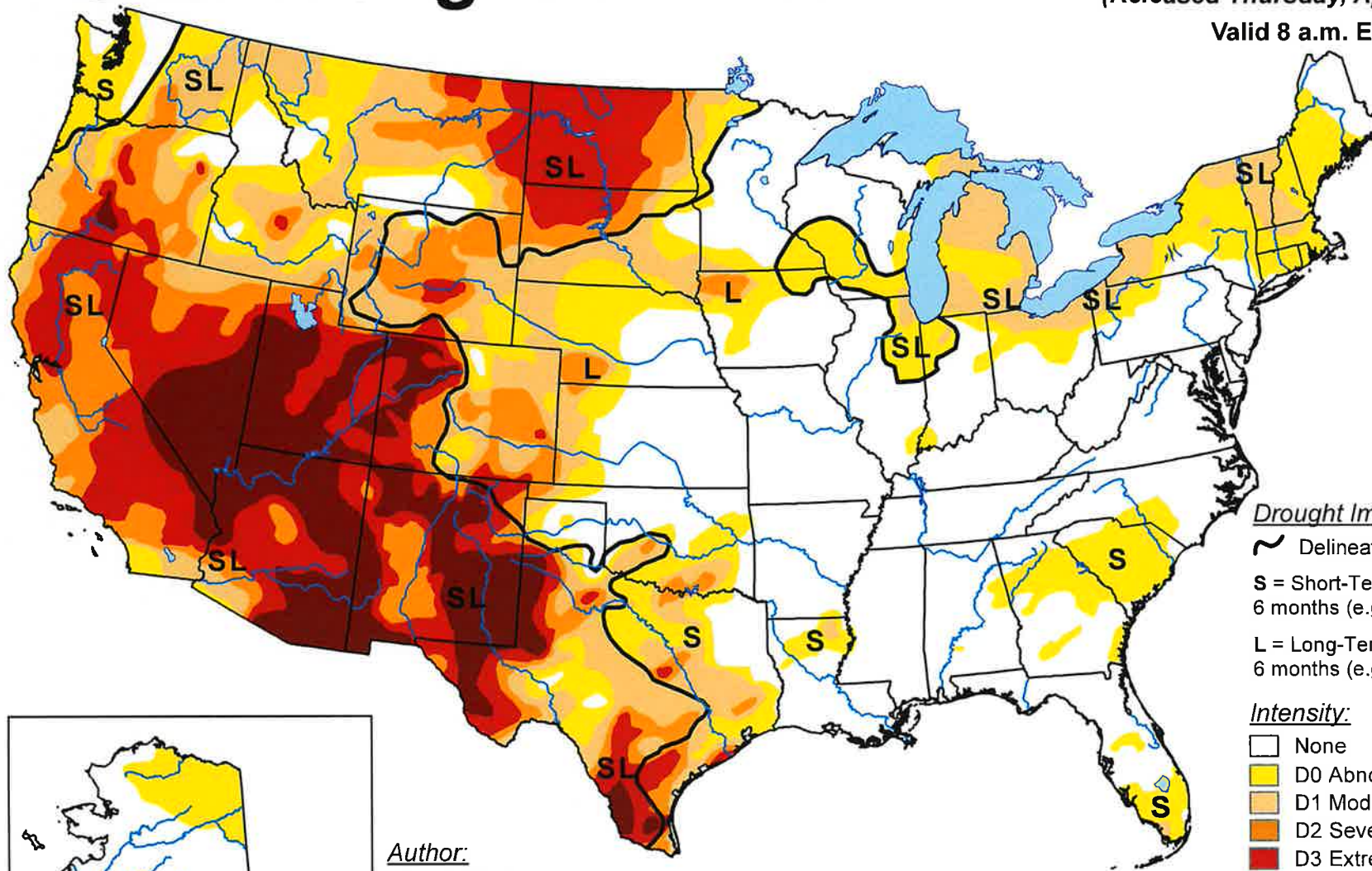
EC MEANS EQUAL
CHANCES FOR A, N, B
A MEANS ABOVE
N MEANS NORMAL
B MEANS BELOW



U.S. Drought Monitor

Attachment A - 9
 April 20, 2021
 (Released Thursday, Apr. 22, 2021)

Valid 8 a.m. EDT

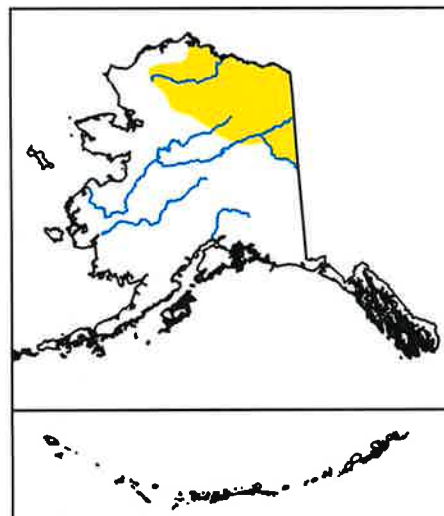


Drought Impact Types:

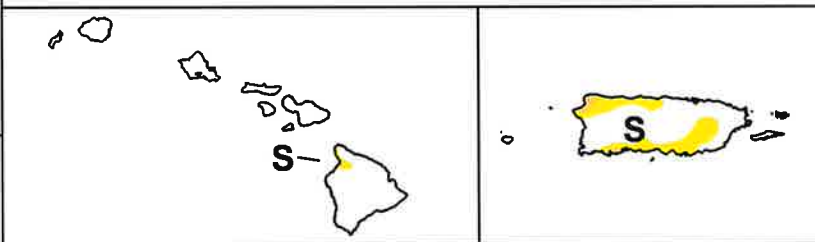
- ~ Delineates dominant impacts
- S = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)
- L = Long-Term, typically greater than 6 months (e.g. hydrology, ecology)

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought



Author:
 Richard Heim
 NCEI/NOAA



The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

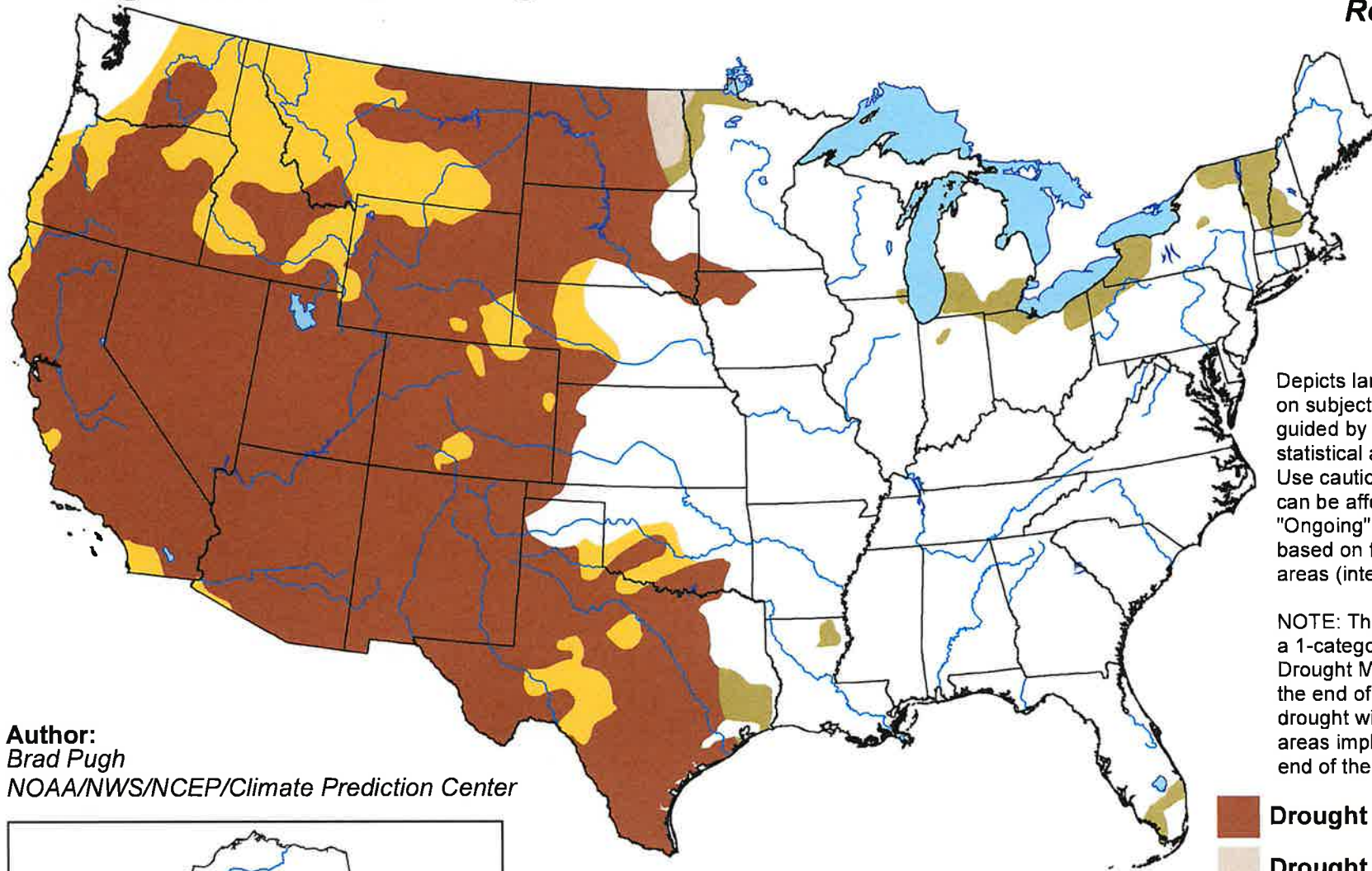


droughtmonitor.unl.edu

U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period





Attachment A - 10
Valid for April 15 - July 31, 2021
Released April 15

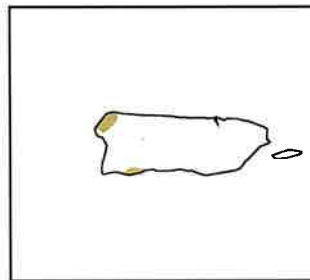
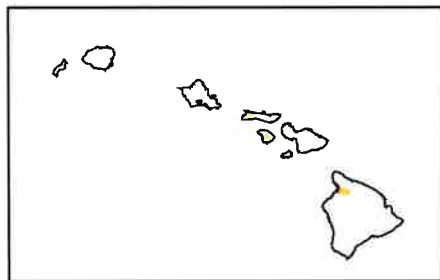
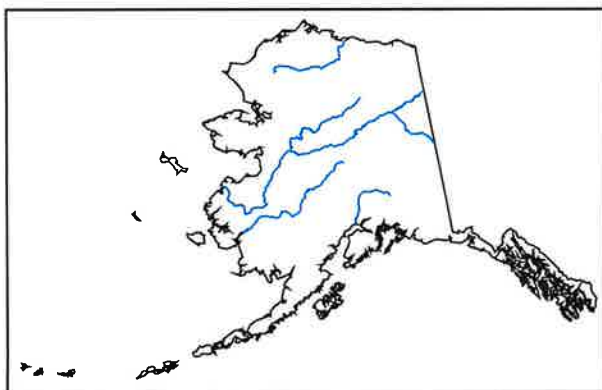


Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

Author:
Brad Pugh
NOAA/NWS/NCEP/Climate Prediction Center

-  Drought persists
-  Drought remains but improves
-  Drought removal likely
-  Drought development likely



<http://go.usa.gov/3eZ73>



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

(For BOC Use)
 Item #
 5d

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

Staff Contact: **Sandi Pointer** Phone Number (Ext): **541-989-9500**
 Department: **Public Works - General Maintenance** Requested Agenda Date: **04/28/2021**
 Short Title of Agenda Item: **Award and Contract Heating and Cooling contractor**
 (No acronyms please)



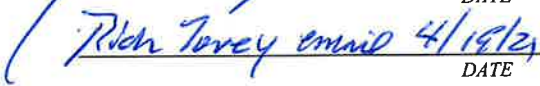
This Item Involves: (Check all that apply for this meeting.)

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Bruce Inc., Mechanical Heating & Air**
 Contractor/Entity Address: **80385 N. Highway 395, Hermsiton, OR 97838**
 Effective Dates – From: **04.14.2021** Through: **04.14.2026**
 Total Contract Amount: **Various on project** Budget Line: **Rd., GM 101.121.5.20.3456**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____ DATE: 4/20/2021	Department Head	Required for all BOC meetings
 _____ DATE: 4/26/21	Admin. Officer/BOC Office	Required for all BOC meetings
 _____ DATE: 4/18/21	County Counsel	*Required for all legal documents
_____ DATE: _____	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE: _____	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Public Works had a request for qualifications (RFQ) out for Heating and Cooling Contractor for various Morrow county Public Works projects as the need arises in the County. Two proposals had been turned in at that time.

Public Works had reviewed the proposal from the two proposers. After review and discussion the panel recommends unanimously the approval to Bruce Inc. Mechanical Heating & Air. Morrow County Public Works would like to recommend approval of the proposal Bruce Inc. Mechanical Heating & Air recommend setting up a contract with this company.

2. FISCAL IMPACT:

101.121.5.20.3456 will primarily be the budget line that will be used.

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

Motion to award and approve of the contract for HVAC systems going to, Bruce Inc. Mechanical Heating & Air for a five year contract.

Attach additional background documentation as needed.

Heating/Cooling Contractor

RFP Score Sheet

3/31/2021

Proposer

Total score

SNP TC DI
#1 #2 #3

TOTAL

BRUCE HEATING & AIR-COND.			82	92	72		246
Apollo Heating and Air			66	87	53		206
			148	179	125		

#1 Sandi Putman, PW Management Assistant

#2 Tony Clement, Public Works General maint.

#3 Deanne Irving, Staff Accountant

1
2
3 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**
4

5 **This Contract** is between **Morrow County**, a political subdivision of the State of Oregon, hereafter called
6 **County**, and Bruce Mechanical Heating and Air Inc., hereafter called **Contractor**. **County's** Contract
7 Administrator for this contract is Public Works Director.
8

9 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been signed
10 by every party hereto. Unless earlier terminated or extended, this Contract shall expire five (5) years from
11 execution of this agreement. The agreement may be amended for additional time if in the best interest of
12 County. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to
13 any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been
14 cured.
15

16 **2. Statement of Work.** This contract is for Heating, Ventilating, and Air Conditioning (HVAC) services that
17 may be utilized over the term of the contract. A statement of work (the "Work") including the delivery
18 schedule for the Work will be agreed upon on a project by project basis. Contractor agrees to adhere to all
19 State and Federal rules, regulations, and laws pertaining to any particular project, including, but not limited
20 to, BOLI. Contractor further agrees to perform the Work in accordance with the terms and conditions of this
21 Contract.
22

23 **3. Consideration**

24 a. County agrees to pay Contractor for accomplishing the Work required by the various scopes of Work
25 generated under this contract according to the following fee schedule:
26

27 Fee Schedule:
28

Description	Rate
Project Management	\$105.00
Sheetmetal Fabrication	\$85.00
Sheetmetal Installation	\$85.00
Refrigeration	\$95.00
Service Wiring & Start-up	\$95.00
Controls	\$95.00

29
30 Overtime service rate is \$142.50 and Holiday rate is 190.00. Service rates are pro-rated for ¼ hour
31 increments. A 4-hour response time will be exercised for all emergency calls for Morrow County,
32 nonemergency will have a 24-hour response time. County may terminate or agree to amend this agreement
33 upon any request by Contractor to amend the fee schedule.
34

35 The maximum, not-to-exceed compensation payable to Contractor under this Contract shall be determined
36 on a project by project basis and included in the Scopes of Work to be developed on a project by project
37 basis. Contractor and County agree a written Scope of Work will be approved and signed by County and
38 Contractor prior to start of each project for work required under this Contract.
39

40 **4. Contract Documents.** This contract consists of this Contract with any attached exhibits. Any attached
41 Exhibits are hereby incorporated by reference.
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5. Independent Contractor; Responsibility for Taxes and Withholding

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

6. Subcontracts and Assignment; Successors and Assigns.

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

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

8. Funds Available and Authorized

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

94 **9. Representations and Warranties**

95
96 **a. Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1)
97 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when
98 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance
99 with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner
100 and in accordance with the highest professional standards, and (4) Contractor shall, at all times during the
101 term of this Contract. be qualified, professionally competent, and duly license to perform the Work.

102
103 **b. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any
104 other warranties provided.

105
106 **10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work
107 Product") are the exclusive property of County. County and Contractor intend that such Work Product be
108 deemed "works made for hire" of which **County** shall be deemed the author. If for any reason the Work Product
109 is not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in
110 and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any
111 other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and
112 instruments as County may reasonably request in order to fully vest such right in County. Contractor forever
113 waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of
114 approval, restriction or limitation on use or subsequent modifications.

115
116 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the County, their officers,
117 employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses
118 of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers,
119 employees, subcontractors, or agents under this Contract.

120
121 **12. Insurance.** Contractor shall provide insurance as required by State or Federal law and provide proof of said
122 insurance to the Morrow County Public Works Department on an annual basis.

123
124 **13. Termination.**

125
126 **a. Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by
127 mutual written consent of the parties.

128
129 **b. County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate this
130 Contract, in whole or in part, upon thirty (30) days notice to Contractor.

131
132 **c. Parties Right to Terminate due to uncured Breach.** This Contract may be terminated at any time
133 by either party should a material breach by the other party remain uncured thirty (30) days after
134 submission of written notice being provided of the breach thereof, or a shorter period of time as may
135 be specified within this Contract or within the applicable Schedule provided to the Contractor by the
136 County.

137
138 **d. Remedies.** In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall
139 be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work
140 completed and accepted by County, less previous amounts paid and any claim(s) which County has against
141 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this
142 subsection, Contractor shall pay any excess to County upon demand.

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

151
152 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**
153 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,**
154 **CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES**
155 **OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN**
156 **ACCORDANCE WITH ITS TERMS.**

157
158 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in
159 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records
160 pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor
161 acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and
162 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers,
163 plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make
164 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,
165 papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable
166 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or
167 litigation arising out of or related to this Contract, whichever date is later.

168
169 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations,
170 executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of
171 the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V
172 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all
173 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable
174 requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's
175 performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312,
176 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

177
178 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,
179 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation
180 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal
181 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

182
183 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by
184 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable
185 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or
186 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this
187 contract.

188
189 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for
190 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

191
192 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
193

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

203
204 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of
205 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions
206 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the
207 contract did not contain the particular term or provision held to be invalid.

208
209 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together
210 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the
211 same counterpart. Each copy of the Contract so executed shall constitute an original.

212
213 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number
214 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR
215 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used
216 for the administration of state, federal and local tax laws.

217
218 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in
219 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action,
220 suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the State of
221 Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and
222 exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a Claim
223 must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United
224 States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT,**
225 **HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

226
227 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the
228 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified
229 herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind
230 either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such
231 waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the
232 specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a
233 waiver by County of that or any other provision.

234
235 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**
236 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND**
237 **BY ITS TERMS AND CONDITIONS.**

238
239
240
241
242 (SIGNATURE PAGE TO FOLLOW)
243

MORROW COUNTY HVAC BID 2021

A. Organization, Personnel, Facilities Experience

1. Financial:

Certificate of Liability, insurance and workers compensation shall be provided when the contract has been awarded.

2. Method approach and Scope:

Ron Bruce, owner of Bruce Mechanical, has been in business in the HVAC industry for more than 30 years. With office locations in Kennewick, Hermiston and Colorado, our service area includes north-central eastern Washington as well as north eastern and central Oregon. Our service and installation crews are supported by a 4,500 sq. ft. of shop and warehouse facility that includes a complete sheet metal fabrication shop. Our main shop and office facilities are located within 50 miles of the Morrow County building in Heppner. Our team of 19 Service Technicians and 4 Controls Technicians are fluent in all brands of commercial, industrial, process, data and residential HVAC equipment and applications. True 24/7 emergency response services are supported by our in-house 24-hour emergency dispatch team, multiple on-call service technicians and 24-hour remote systems building monitoring.

HVAC facility management is a core competency of Bruce Mechanical. Our service team is an extension of your facilities management team. With a comprehensive service and maintenance program it is our priority to minimize downtime and increase efficiency. We have a substantial customer base including many customers with needs similar to that of Morrow County. Some similar customers include: Franklin County, Cascade Natural Gas, Tillamook of Boardman, Boardman Recreation Center, Tri-city Herald, The Liberty Building, City of Hermiston, Innovation Building 20 (PNNL), Innovation Building 1B (WSU), Pilot Rock School District, Umatilla School District, Washington Department of Labor and Industries, WA. Dept. of Agriculture, Washington Department of Ecology, Integra Communications, Port of Kennewick, Port of Pasco, Port of Benton, Several Lamb Weston Facilities, Ben Franklin Transit and all of the Tri-City Orthopedic locations (5). Accompanying this list is also a vast array of industrial and process plants and local Washington and Oregon wineries.

Our commercial and industrial installation department regularly installs and commissions projects similar to those of Morrow County. Some of these projects include: the recent remodel of Franklin County Corrections Facility (all phases), the recent cooling tower replacement at Franklin County Public Safety Building, multiple projects for the Bonneville Power Association (BPA), and multiple K-12 schools in region including: the cities of Umatilla, Hermiston, Wenatchee, Kennewick, Richland, Pasco, Pendleton, Touchet, Milton Freewater, Pendleton, College Place and Sunnyside.

WASHINGTON
5115 W. BRINKLEY RD., STE. C
KENNEWICK, WA 99338
PH: (509) 734-0669
FX: (509) 783-7090



OREGON
80385 N. HIGHWAY 395
HERMISTON, OR 97838
PH: (541) 567-6813

3. Experience, Similar accounts and references:

A. Cascade Natural Gas: A 45,000 sqft., 3 story office building with a central dispatch center in the basement that is occupied 24/7. This building is conditioned by 2 large air handlers that serve 40 VAV boxes with hydronic reheat that are served by 2 condensing boilers with circulation pumps on vfd's. Chilled water is served by a 75-ton air cooled McQuay Chiller with variable speed pumps controlled by flow meters. We are required to provide 3 technicians who were required to pass background checks due to the nature of the facility, 2-hour emergency response time and 24/7 DDC remote access with alarm monitoring. Bruce Mechanical has provided quarterly HVAC mechanical and semi-annual DDC maintenance for this facility since 2010. Building automation is Automated Logic. POC: Sophia Salinas 509-734-4553.

B. Innovation bldg. 20 (PNNL): A 60,000 sqft. 3 story office building. We provide 24/7 1-hour response to this facility along with 24/7 alarm monitoring for the JCI DDC Environmental controls. This facility utilizes solar heat recovery/rejection to condition the condenser water loops prior to using the cooling tower or boilers. 2) 20,000 cfm HRV's provide 100% O.S.A that is conditioned by water cooled compressors. 2) 750,000 btu condensing boilers along with a 35 hp cooling tower are supplied by variable speed circulation pumps. Offices and labs are conditioned by 73 W.S.H.P's. Computer labs/server rooms are conditioned by 25 Liebert data room units with steam humidification. We provide PNNL 5 technicians that are badged and on call specifically for this facility 24/7. Bruce Mechanical installed and commissioned the building in 2010 and has provided quarterly HVAC mechanical and semi-annual maintenance on the JCI controls since. POC: Garrett Thiemens, 509-551-9513

C. Innovation bldg. 1B (WSU): This facility is very unique, the front half is offices supplied by an air-cooled DX AAON MAU with hydronic reheat. The unit serves VAV boxes in the offices that are fan powered with hydronic reheats. The back part of the building is 5) 2000 sqft. labs that range from teaching to research facilities. Each lab is served by a variable speed air-cooled DX AAON MAU and EAV that use heat recovery to preheat the OSA. The interior lab spaces have SAV's and EAV's that control the space pressure along with the temperature. The hydronic heat loop is supplied by 2) 1.5 million BTU Lochnivar boilers with variable speed circulation pumps. Bruce Mechanical installed and commissioned the building in 2011 and has provided quarterly HVAC mechanical maintenance and semi-annual maintenance on the JCI controls since. We provide 24/7 remote alarm monitoring and climate control for the facility. POC: Garret Thiemens, 509-551-9513.

D. Franklin County Facilities: Several buildings consisting of Public Works, County commissioners, Courthouses, Men's and Women's jail, County corrections and Public Safety buildings. The HVAC equipment ranges from small split and package units to hydronic heating and cooling systems all controlled by either conventional thermostats, pneumatics and building automation. POC: Jennifer Wagner, 509-727-5644

4. Project Team:

- Seth Draper-Service Manager. 20 years' experience in the HVAC industry.
- David Bruce- Industrial/Commercial Project Manager. Construction management degree from WSU. 25 years' experience in the HVAC industry. Including planning and execution of plan spec and design build projects, budgetary pricing for purposed projects new and existing.
- Ron Bruce- Owner/Project Manager. 45 years' experience in the HVAC industry.
- Jaime Torres- Industrial/Commercial Project Manager. 11 years' experience in the HVAC industry.
- Kyle Folk-Commercial/industrial/control technician. 9 years' experience in the HVAC industry. Lead installing service/commissioning technician on Franklin County Corrections Facility. Kyle knows the facilities HVAC equipment better than anyone else.
- Alex Serreda-Control/Industrial/Commercial technician. 18 years' experience in the HVAC industry. Co-Lead installing service technician on Franklin County Corrections Facility.
- Randal Milsom- Senior industrial service technician. Over 8 years in the industry, most of them in the commercial/industrial/process industry. Has an extensive knowledge of pneumatics.

6. 50-mile proximity: Bruce Mechanical currently employees: 12) service/maintenance technicians and 4) Environmental control technicians that all reside and work within a 50-mile radius of Morrow County Facilities.

8. Experience with Customer facility Management:

Bruce Mechanical provides real time communication with our facility management teams and property managers. Each account is carefully set up in our system, listing all account contacts and site-specific requirements. The dispatchers visit sites and meet the contacts to establish a great line of communication and are capable of training on any software that our customers utilize. Exceeding the needs and expectations of our clients is the collective goal of our service system. This is achieved with a comprehensive dispatching system and precise attention to detail. Fulfilling the requirements of our customers is of the utmost importance and is supported by our motto. "It takes years to gain a customer's trust and only seconds to lose it." When required, a detailed on-site book is provided and maintained. The on-site log will be catered around the specific requirements of our customer. All service and maintenance invoices/inspection sheets are filed in the book for ease of tracking repairs. This is an essential tool in our quality control and repair tracking plan.

Management and Quality Control:

Management approach:

Seth Draper is the Manager of the Service Department at Bruce Mechanical. Seth is a 25-year veteran of the HVAC industry and is very engaged in both the field operations as well as the administrative work inside of the Service Department. Seth reports to Ron Bruce, owner of Bruce Mechanical, who has owned and operated HVAC businesses in the Tri Cities for more than 30 years.

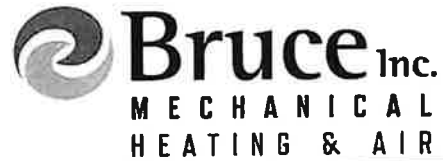
Quality Control:

Bruce Mechanical's quality standards are upheld, or maintained, in a variety of ways. First, our Service Manager works closely with both our service technicians as well as our admin/dispatching staff to ensure our customers' expectations are consistently being met. Additionally, our dedication to providing quality work can be seen in our commitment to ongoing training. At Bruce, Inc. ongoing training is mandatory as our industry is constantly evolving and so are the needs of our customers.

5. Emergency Response:

Bruce Mechanical has 2 service technicians on call 24/7, during the months June-September there are a total of 4 technicians on call. Our afterhours dispatching is handled in house to ensure our customers receive the same care and knowledge of their needs that they receive during business hours. On call technicians are equipped with emergency contacts, parts and information necessary to fulfill the customer's needs. Specific needs of our customers can be fulfilled 24 hours a day 7 days a week.

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HERMISTON, OR 97838
PH: (541) 567-6813

Fee Schedule:

Description	Rate
Project Management	\$105.00
Sheetmetal Fabrication	\$85.00
Sheetmetal Installation	\$85.00
Refrigeration	\$95.00
Service Wiring & Start-up	\$95.00
Controls	\$95.00

Overtime service rate is \$142.50 and Holiday rate is 190.00. Service rates are pro-rated for ¼ hour increments. A 4-hour response time will be exercised for all emergency calls for Morrow County, non-emergency will have a 24 hour response time.

6. Emergency Contacts:

- A. Seth Draper: Service Manager, 509-440-2514, Seth@bruceinc.com
- B. Ron Bruce: Owner, 509-366-3174, Ron@bruceinc.com
- C. Bruce Mechanical 24 hour: 509-734-0669 option #1. Info@Bruceinc.com

MORROW COUNTY
REQUEST FOR QUALIFICATIONS -
HEATING AND COOLING SYSTEM
CONTRACTOR

Apollo
HEATING AND AIR



Submit to:
Morrow County
Attn: Sandi Pointer
365 W. Hwy 74
Lexington, OR 97839

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FEE SCHEDULE

CLASSIFICATION	RATES PER HOUR
Sheet Metal	\$125
HVAC Controls	\$125
HVAC Service	\$125
HVAC Boiler Service	\$125
HVAC Pipe Fitter Work	\$125
Overtime Rates	1.5 x Hourly Rate
Sunday/ Holiday Rates	2.0 x Hourly Rate

Jeannette Thomas
Service Dispatch Manager
Apollo Heating & Air
509-987-1484

CONTRACTORS CAPABILITIES/EXPERIENCE/REFERENCES

Apollo Heating and Air submits the following statement as to its experience qualifications.

Name, Address/Contact and Telephone Number	Work Description	Value	Location	Start/Stop
Martie Mcquam (541-667-6095) Hermiston School District 505 S. First St Hermiston, OR 97838-2399	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems. Alerton Controls Systems	\$81,355	Hermiston OR	Annual Contract
Jason Rose (509)-727-1999 Kadlec Medical Center & Outlying Facilities	Annual preventative Controls contract. Johnson Controls System	\$30,000	Benton County	Annual Contract
Jeff Robbnet (509)-793-2281 Big Bend Community College	Annual preventative Controls contract. Johnson Controls System	\$10,000	Moses Lake	Annual Contract
Dave Schell (509) 781-8115 Prosser School District 3029 Highland Drive Prosser, WA 99350	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems. Johnson Controls System	\$16,050	Prosser, WA	Annual Contract
Russ Shidler (509) 542-3045 Lady of Lourdes 520 N. 4th Ave. Pasco, WA 99301	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all pneumatic systems, Johnson Metasys Systems. Chiller Annual maintenance	\$13,132	Pasco, WA	Annual Contract
Dan Dotta (509-543-5758) City of Pasco Multiple Sites Pasco WA 99301	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems. Alerton Control Systems	\$65,745	Pasco, WA	Annual Contract
Gary Jacobson (509)-727-5558 Columbia School District 755 Maple Street Burbank, WA 99323	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems. Alerton Controls System	\$29,926	Walla Walla	Annual Contract
Ian Dezember (509)-585-4395 City of Kennewick 210 W. 6th Avenue Kennewick WA 99336	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems. Alerton & Honeywell controls systems	\$56,440	Kennewick WA	Annual Contract
John Weldon (509)-728-0337 DSHS-Yakima 1002 N. 16th Ave Yakima, WA 98902	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems.	\$10,000	Yakima, WA	Annual Contract

Name, Address/Contact and Telephone Number	Work Description	Value	Location	Start/Stop
Richard Duke (360)-596-6003 WA State Patrol Headquarters 2715 Rudkin Road Union Gap WA 98903	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems. Alerton Control System	\$18,886	Union Gap WA	Annual Contract
Eric Harrod(509) 222-0609 BSF/CSF 3300 Stevens Dr. Richland, WA 99352	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems. Alerton Controls systems.	\$52,377	Benton County	Annual Contract
Craig Udy (503)-464-2791 CARTY Power Plant 73396 Tower Rd Boardman, OR 97818	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems.	\$20,958	Boardman, OR	Annual Contract
Jim Steadman (509-736-2722) Benton-Franklin County Juvenile Justice Center 5606 W Canal Place Kennewick WA	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems.	\$14,300	Kennewick WA	Annual Contract
Shane McGuire (509)-382-9359 Dayton Hospital 1012 S. 3rd Street Dayton, WA 99328	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems	\$26,069	Dayton, WA	Annual Contract
George Galloway GESA – Multiple Sites (509) 987-4879 Cell ggalloway@gesa.com	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems	\$28,304	Multiple Sites	Annual Contract
Rob Gierke Three River Convention Cntr (509) 737-3704 rgierke@3riverscampus.com	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems	\$12,062	Kennewick, WA	Annual Contract
Donn Chalfant (541)-481-1217 PGE Boardman Coal Fire Plant 7334 Tower Rd Boardman, Ore. 97818	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems.	\$30,948	Boardman, OR	Annual Contract
Buck Taft (509)-547-6352 TC Airport Facilities 3601 N. 20th Ave Pasco, WA 99301	Annual preventative maintenance contract of mechanical systems. Includes maintenance and testing of all filtering and other air systems.	\$14,845	Pasco, WA	Annual Contract

Equipment available:

Apollo is a Carrier dealer on both the unitary and ductless side. We also have access to many other brands such as Mitsubishi, Daikin, LG, Trane & York.

Most equipment in stock is available to us same day or at worst case the next day.

Any special ordered equipment pending manufacture can take 4-8 weeks to arrive from the factory.

Response time:

Apollo can respond to calls within 2-4 hours pending where in Morrow County the call is

PROJECT TEAM



TANNER TOBIN

Service Manager
(Residence - Prosser)

In the industry since 1998

Universal Technical Institute Phoenix - Certified

- NATE Certified,
- Raypak Commercial Boiler training
- Carrier Screw Chiller Training
- Power Flame Burner Training
- Puron 410A Training
- Electrical 06A, OSHA trained (000131596).
- Honeywell VFD Training and Start-up
- Chiller: Multi Stack Airstack Authorized
- Boiler Certifications: Aerco Gas Fired Equipment, Lochinvar, K&N
- Johnson Controls
- EPA Universal Card
- Boiler Class III License - #5291CL3
- Johnson Pneumatic Controls
- OSHA trained (000131592)
- Mobil crane operator
- 3 Years in Army as HVAC technician
- EPA CFC Qualification Type I, II, III and Universal refrigeration Certification



KC WILSON

Service Account Executive
(Residence - Pasco)

In the Industry since 2007

Been with Apollo since 2014

Project Management and Sales

OFFICE / DISPATCH SUPPORT STAFF



JEANNETTE THOMAS

Dispatch Manager

Residence - Kennewick, WA

Years with Apollo - 9



VICKIE SHINTAFFER

Commercial Dispatcher

Residence - W. Richland, WA

Years with Apollo - 5



ANDREA CHAPPIN

Sr. Commercial Dispatcher

Residence - Pasco, WA

Years with Apollo - 1

SERVICE TECHNICIANS - Apollo's certified service technicians are specialist in all brands of installation and servicing of refrigeration and air conditioning for commercial, domestic and industrial plants.

MIKE TOBIN

**HVAC/Controls Sr. Service Asst Manager
(Residence - Sunnyside)**

In the industry since 2002

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

- NATE Certified
- PVI Industries Water Heater & Boiler Manufacturer certified
- Carrier T.R.U.S.T. Service Technician
- Variable Speed Furnaces & Infinity Evolution controls certified
- Puron 410A Certification
- Climate Crafters Heat Pump commissioning certified (H03-05-0018)
- Liebert EUSA1 Large, Small & Monitoring Systems
- DANFOSS VLT6000 Adjustable Frequency Drives certified
- Johnson Metasys Controls, Carrier Controls, Alerton Controls
- Johnson Pneumatic Controls
- OSHA trained (000131592)
- Mobil crane operator
- 3 Years in Army as HVAC technician
- EPA CFC Qualification Type I,

CURT DICKENSON

**HVAC/Controls Sr. Service Technician
(Residence - Kennewick)**

In the industry since 1989

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

Experience with Installation and programming of DDC systems (Johnson Controls, Alerton, BACtalk, CCN). Installation and startup of HVAC equipment including AHU's , Split Systems, Humidifiers, Chillers, Boilers, Exhaust Fans, Pneumatic Controls, VAV systems, Multi Zone Systems and VVT systems.

- EPA 608, 609 Certificate / EPA Universal Card
- 06A Journeyman electrical license
- NATE Certified Air to Air Heat Pump ACE Service Technician
- Certified by Spokane Community College. Associates Degree
- Boiler Class III License - #5289CL3

CHARLIE LEIGHTY

**HVAC/Controls Sr. Service Technician
(Residence - Prosser)**

In the industry since 1989

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

Installation and startup of HVAC equipment including AHU's , Split Systems, Humidifiers, Chillers, Boilers, Exhaust Fans, Pneumatic Controls, VAV systems, Multi Zone Systems and VVT systems.

- EPA 608, 609 Certificate / EPA Universal Card
- 06A Journeyman electrical license

JOE LAPIERRE

**HVAC/Controls Sr. Service Technician
(Residence -Yakima)**

In the industry since 1987

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

Installation and startup of HVAC equipment including AHU's , Split Systems, Humidifiers, Chillers, Boilers, Exhaust Fans, Pneumatic Controls, VAV systems, Multi Zone Systems and VVT systems.

- EPA 608, 609 Certificate / EPA Universal Card
- 06A Journeyman electrical license / Administrator License

KYLE BOYER

**HVAC Service Technician
(Residence - Goldendale)**

In the industry since 2002

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

Buildings Trades Journeyman

- Installation/Troubleshooting Infinity and Evolution
- Walla Walla Community College - Energy Systems Technology
- LG Authorized Trained
- 06A Journeyman electrical license
- EPA Universal Card
- Certified Back Flow Assembly Tester & Repairs

JOE GILFOIL

**HVAC Service Technician
(Residence – Prosser)**

In the industry since 2008,

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

- Electrical 06A
- EPA Universal Card
- Installation/Troubleshooting Infinity and Evolution
- LG Authorized Trained Multi V Series
- Certified Back Flow Assembly Tester & Repairs
- Boiler Certifications: Gas Fired Equipment, Lochinvar
- IQ VFD Nordyne Certified
- Washington State University – Energy Program / Performance Testing Heat Pump Commissioning

SHANE DOLLARHYDE

**HVAC Service Technician
(Residence – Kennewick)**

In the industry since 2003,

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

- Electrical 06A License
- EPA Universal Card

NATHAN AREVALO

**HVAC/Controls Sr. Service Technician
(Residence – Yakima)**

In the industry since 1989

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

Installation and startup of HVAC equipment including AHU's , Split Systems, Humidifiers, Chillers, Boilers, Exhaust Fans, Pneumatic Controls, VAV systems, Multi Zone Systems and VVT systems.

- EPA 608, 609 Certificate / EPA Universal Card
- 06A Journeyman electrical license

MATT CARPINO

**HVAC Service Technician
(Residence – Richland)**

In the industry since 2009,

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

- Electrical 06A License -Trainee
- EPA Universal Card

JUAN JUAREZ

**HVAC Service Technician
(Residence – Prosser)**

In the industry since 2015,

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

Electrical 06A License –Trainee

- Certified Back Flow Assembly Tester & Repairs
- EPA Universal Card

RUBEN CASTRO

**HVAC Service Technician
(Residence – Prosser)**

In the industry since 20,

JM Perry Technical Institute, Yakima WA - HVAC/R Certificate

Electrical 06A License -Trainee

- EPA Universal Card

MICHAEL DUNNAGAN

**HVAC Service Technician
(Residence- Richland)**

In the industry since 2010

- Installation and startup of HVAC Equipment
- Including split systems, ductless systems, RTU units.
- EPA Universal Certification
- Charter College Graduation

OBIE L NENICKA

**HVAC Service Technician
(Residence- Kennewick)**

In the industry since 2015

- NATE certified
- WA State Backflow certification
- 06A Electrical journeyman card
- OSHA safety certification
- EPA 608 Universal

BRIAN STEMPLE

**HVAC Service Technician
(Residence- Richland)**

- 06A Electrical journeyman
- Lochinvar Certified
- VRF Mitsubishi- City Multi Certification

CONTROL TECHNICIANS - Apollo's certified control technicians are specialist in all brands of installation and servicing of DDC systems for commercial and industrial plants.

JASON WIECHMAN

**HVAC/Controls Engineer
(Residence - Kennewick)**

- Washington State University Tri-Cities Bachelor of Science Mechanical Engineering
- Washington State University Tri-Cities Bachelor of Science Mathematics
- Skagit Valley Community College, Associates Degree
- Member American Society of Mechanical Engineers
- Passed EIT Exam October 2000
- Capabilities include: Development of design calculations utilizing ANSYS, AutoPipe, MathCAD, and SAP
- Johnson Controls Metasys HVAC ASC Engineering Training Graduate
- Johnson Controls Facility Explorer Supervisory Controller FX-40 Engineering and Setup
- Johnson Controls Metasys Extended Architecture & Setup NAE (Network Automation Engine) Training Graduate
- Alerton Controls BACtalk Operations Certification
- Alerton Controls BACtalk Systems Installation and Commissioning
- Alerton Controls BACtalk Systems Engineering and Design / DDC Programming

CHRIS CATALDO

**HVAC/Controls Project Engineer
(Residence - Kennewick)**

Phoenix Institute of Technology - 2 Year Electronic Trade School

With Apollo since 2000

- Calibration & Testing Technician for non-destructive test equipment - 5 years
- Instrument Technician - 9 years
- Controls Systems Engineer - 5 years
- Carrier Controls
- Alerton Controls
- Johnson Controls
- OGA Electrician
- Auto Cad

JEFF LAKEY

**HVAC/Controls Project Engineer & Scheduler
(Residence - Kennewick)**

With Apollo since 2006

- Alerton Controls BACtalk Operations Certification
- Alerton Controls BACtalk Systems Installation and Commissioning
- Alerton Controls BACtalk Systems Engineering and Design / DDC Programming

ED CARTER

**HVAC/Controls Systems Specialist
(Residence - Kennewick)**

With Apollo since 2004

- Controls Technician - 9 years
- US Army Diesel Mechanic
- HVAC Balancing Technician 8 years
- HVAC DDC - Johnson Metasys, Carrier VVT

METHOD APPROACH

Apollo would follow all RFP/RFQ guideline set forth by the county.

If it's a bid to replace equipment, Apollo would quote the work and submit the quote electronically, submit for any permits necessary and follow all Boli wages set up for that area. Apollo would not proceed or order equipment until we have a written notice to proceed or a Purchase Order from the county.

Apollo would work closely with the county in regards to any questions, specs of equipment and answer all questions in a efficient and timely manner.

UNDERSTANDING OF REQUESTED SERVICES AND LOCAL AREA FACTORS

Apollo has many years of experience with working in rural areas, if we know we are getting called to a site that is rural with no distributor or supply house near by, we would get a few items/parts that would help with expediting the repair. Example; if we know that a motor is weak or going to fail we would stop locally and get the motor that way we have the part if it needs replaced instead of coming down to diagnose and making a wasted trip back to a distributor and then back to the job site (as long as we have equipment info we can order parts).

Our service vans are well stocked with generic parts, filters, belts, capacitors and transformers. Most big parts are ordered per repair such as compressors and motors.

All of our vans are stocked with chains and drivers trained to drive in poor weather conditions such as snow, freezing rain and windy conditions. We take safety seriously at Apollo and would allow for extra travel time if needed. Apollo would follow any county/city codes for any work performed.

ATTACHMENT: CERTIFICATIONS





HADCO SUPPLY
CERTIFIES THAT

Joe Gilfoil

has successfully completed the

Electrical Troubleshooting

on this 24thj day of September, 2009

Gregg Art, Service Manager

HADCO SUPPLY TECHNICAL TRAINING



AIREFCO, INC.
CERTIFIES THAT

Joe Gilfoil

has successfully completed the

Infinity/Evolution Training

on this 19th day of April, 2011

A handwritten signature in cursive script that reads "Dave Frederick".

Dave Frederick, Service Manager

AIREFCO TECHNICAL TRAINING



AIREFCO, INC.

CERTIFIES THAT

Joe Gilfoil

has successfully completed the

AC & HP Install, Start up & Troubleshooting

on this **11th** day of May, 2011

A handwritten signature in cursive script that reads "Dave Frederick".

Dave Frederick, Service Manager

AIREFCO TECHNICAL TRAINING



AIREFCO, INC.
CERTIFIES THAT

JOE GILFOIL

has successfully completed the

Furnace Installation/ Troubleshooting

on this 29rd day of August, 2011.

A handwritten signature in cursive script that reads "Dave Frederick".

Dave Frederick, Service Manager

AIREFCO TECHNICAL TRAINING



AIREFCO, INC.
CERTIFIES THAT

JOE GILFOIL

has successfully completed the

Carrier 25VNA training

on this 21st day of July, 2011

A handwritten signature in cursive script that reads "Dave Frederick".

Dave Frederick, Service Manager

AIREFCO TECHNICAL TRAINING



HADCO SUPPLY

CERTIFIES THAT

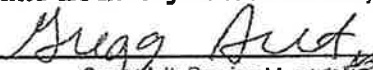
Kyle Boyer

has successfully completed the

**Installation/Troubleshooting Infinity & Evolution
Control Systems**

2 hours

on this 19th day of November, 2009


Gregg Arit, Service Manager

HADCO SUPPLY TECHNICAL TRAINING



HADCO SUPPLY

CERTIFIES THAT

Kyle Boyer

has successfully completed the

Electrical Troubleshooting

on this 24thj day of September, 2009

Gregg Art, Service Manager

HADCO SUPPLY TECHNICAL TRAINING



AIREFCO, INC.
CERTIFIES THAT

KYLE BOYER

has successfully completed the

Carrier 25VNA training

on this 21st day of July, 2011

A handwritten signature in cursive script that reads "Dave Frederick".

Dave Frederick, Service Manager

AIREFCO TECHNICAL TRAINING

Certificate of Recognition



Turn to the Experts.

presented to

Mike Tobin

for mastering the skills of

Graduate Studies - T.R.U.S.T. Service Technician

04/19/2007

and continuing the efforts that make you one of North America's leading heating and air conditioning dealers.

Dealer Name:

Apollo Sheet Metal Inc

Distributor Name:

Airefco



CERTIFICATE OF COMPLETION

This certificate is awarded to

MICHAEL TOBIN



In recognition of completion of Airefoo's October 26, 2005

Whatever it takes:



Heating & Cooling Systems

VARIABLE SPEED FURNACES & INFINITY EVOLUTION CONTROLS




Greg Arlt Service Manager

11/7/05
Date: 11-7-05



AIREFCO, INC.
CERTIFIES THAT

MIKE TOBIN

has successfully completed the

Carrier 25VNA training

on this 21st day of July, 2011

A handwritten signature in cursive script that reads "Dave Frederick".

Dave Frederick, Service Manager

AIREFCO TECHNICAL TRAINING



AIREFCO, INC.

CERTIFIES THAT

Mike Tobin

has successfully completed the

Infinity/Evolution Training

on this 19th day of April, 2011

A handwritten signature in cursive script that reads "Dave Frederick".

Dave Frederick, Service Manager

AIREFCO TECHNICAL TRAINING



Lochinvar[®]
Service Training Certificate

This Document Certifies That

Michael Tobin

Has Completed the Prescribed Training at Lochinvar Corporation's
Product Service School, and is Hereby Authorized to Perform
Product Service in Accordance with Lochinvar's
Standards for Quality Maintenance and Operations.
Fifteen Hours of Continuing Education

May 19 & 20, 2011

SYNC Service School

Authorized By:



Schoolmaster



Executive Vice President

Factory Authorized

Certificate of Training



MESTEK, INC.

Is hereby awarded to

Michael E. Tobin

Who has completed intensive hands-on training on the product selection, start-up procedures, HeatNet integrated control platform and troubleshooting with respect to high efficiency RBI and Hydrotherm products.

July 24 -25, 2012

Date

Michael Abrahamson

Technical Service Resource Manager



PVI INDUSTRIES, LLC.

FORT WORTH, TEXAS
WATER HEATER & BOILER MANUFACTURER

This is to certify that:

Mike Tobin
Apollo Sheet Metal

has satisfactorily completed the accredited course in water heater start-up and service for gas, oil, electric, steam and hot water in commercial applications at PVI's Authorized Service Training Seminar.



Paul Franklin
Customer Service Manager

Awarded this 2nd day of June, 2007



Kevin Lorensen
Technical Service Supervisor

National Technology Transfer, Inc.
HVAC

Mike Tobin

is Hereby Awarded 2.1
Continuing Education Units
For Successfully Completing 21 Contact Hours of
Boilers

This Twenty-first day of April
in the year of Two Thousand and Five

Claire Baker

Claire Baker, CEU Administrator

T. McDaniel

Tim McDaniel, Instructor

7337 S. Revere Pkwy, Centennial, CO 80112



Lochinvar[®]
Service Training Certificate

This Document Certifies That

Joseph Gilfoil

Has Completed the Prescribed Training at Lochinvar's
Product Service School, and is Hereby Authorized to Perform
Product Service in Accordance with Lochinvar's
Standards for Quality Maintenance and Operations.
Ten Hours of Continuing Education

June 4 & 5, 2015

Commercial Condensing Fire Tube Boiler Products School

Authorized By:

Charles Phillips

Schoolmaster

Bret Thompson


Executive Vice President

Certificate of Completion

This certificate is awarded to
Jeff Lakey

In recognition of attendance and participation in
BACtalk Systems
Installation & Commissioning Course
July 14-18, 2008

ALERTON®


Kevin Callahan, Training Specialist

Certificate of Completion

This certificate is awarded to

Jeff Lakey

In recognition of attendance and participation in

BACtalk Systems

Engineering & Implementation Course

July 21-25, 2008

ALERTON®



Kevin Callahan, Training Specialist

Certificate of Completion

This certificate is awarded to

Jeff Lakey

In recognition of attendance and participation in

BACtalk Systems

DDC Programming Course

September 15-19, 2008

ALERTON®



Kevin Callahan, Training Specialist

Certificate of Achievement

This certificate is awarded to

Jeff Lakey

Apollo Sheet Metal, Inc.

In recognition of completing all requirements to become an
Alerton Certified Engineer—BACtalk Systems




Amy Dadohura Doran—User Education Manager

September 19, 2008

Date

ALERTON®

CERTIFICATE of ACHIEVEMENT

This is to certify that

Curt Dickinson

has completed the course

BT-e100v2.5: Envision for BACtalk Basics

April 13th, 2011



A handwritten signature in black ink, appearing to read "Curt Dickinson".

7Nka411keE

CERTIFICATE of ACHIEVEMENT

This is to certify that

Curt Dickenson

has completed the course

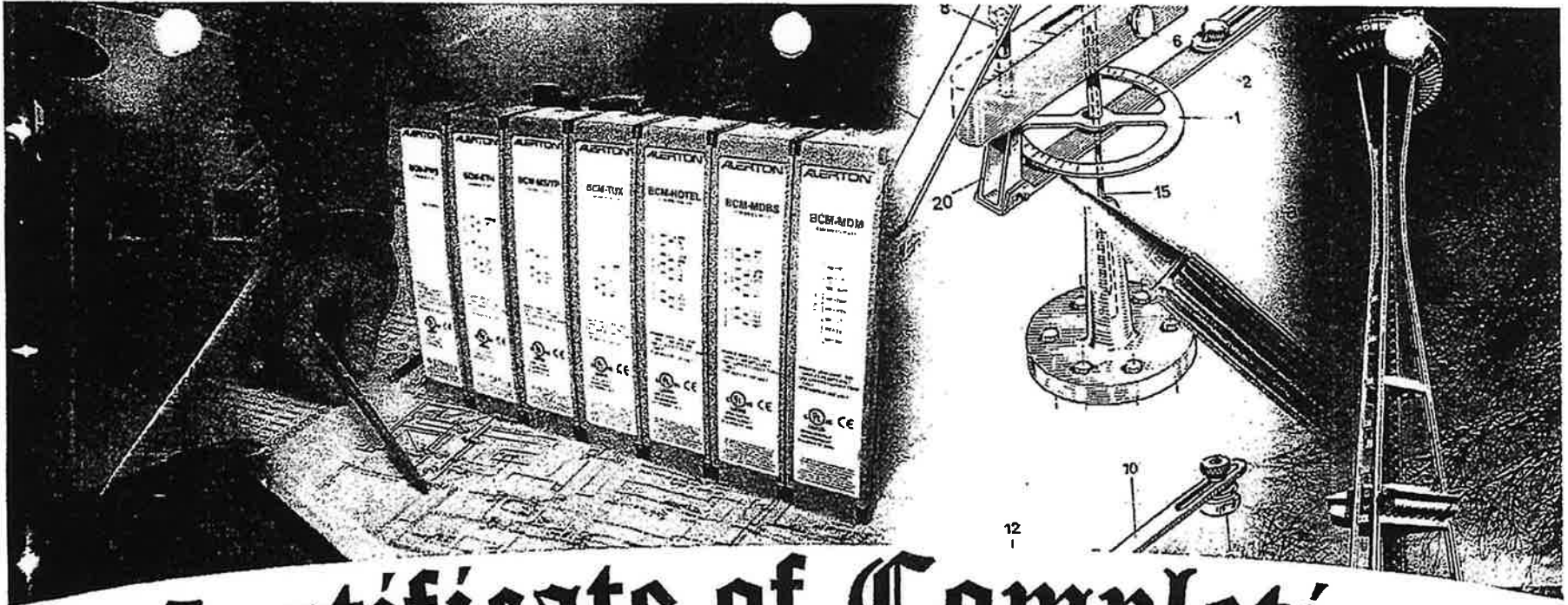
BT-e230: Engineering and Commissioning an Alerton Control System

March 14, 2012



[Handwritten signature]

L1fSSRdGw2



Certificate of Completion

This certificate is awarded to

Curt Dickinson

In recognition of attendance and participation in the BT-230-Lab

BACtalk Systems Engineering & Commissioning Course

July 9 – 13, 2012

Frank W. Simons

ALERTON®

Frank Simons – Sr. Training Specialist
CEUs Awarded: 3.2



Metasys FEC Custom Programming

2.0 CEU

Awarded to

Ed Carter



Walter H. P...
Cause Administrator

VA Caraway
Vice President, Learning & Development

March 05, 2009
Date

JOHNSON
CONTROLS

**Metasys HVAC ASC
Engineering**

3.0 CEU

**Awarded to
*Ed Carter***



Walter H. Poch

Course Administrator

Jerry Kissel

Manager, Johnson Controls Institute

February 4, 2005

Date




FEC Engineering

**2.0 Credits GateWay Community
College-Phoenix**


Awarded to

Ed Carter





Course Administrator



Vice President Learning and Development

January 29, 2009

Date



Metasys Extended Architecture Engineering & Setup

3.0 CEU

Awarded to

Ed Carter



Walt Riecke
Course Administrator

VA Cavanaugh

Vice President, Learning & Development

..... May 05, 2006

Date



FEC Engineering

**2.0 Credits GateWay Community
College-Phoenix**

Awarded to

Jason Weichman



D. J. M. Kennedy

Course Administrator

VA Carls

Vice President Learning and Development

January 29, 2009

Date



Metasys FEC Custom Programming

2.0 CEU

Awarded to

Jason Weichman



Walter H. R. A.
Course Administrator

V.A. Carraway

Vice President, Learning & Development

March 03, 2009
Date



Metasys HVAC ASC Engineering

3.0 CEU

Awarded to
Jason Weichman



Walter H. P. A.

Course Administrator

Jerry Kirsch

Manager, Johnson Controls Institute

January 20, 2006

Date


JOHNSON
CONTROLS

**Metasys DX-9100
Engineering**

3.0 CEU

**Awarded to
*Jason Weichman***





College Administrator

Thomas A. Barone

Manager, Johnson Controls Institute

2-29-08

Date



**Facility Explorer
Supervisory Controller
(X40) Engr. and Setup**

2.3 CEU

**Awarded to
*Jason Weichman***



Tom Alb

Course Administrator

Jerry Hirsch

Manager, Johnson Controls Institute

June 16, 2006

Date



Metasys Extended Architecture Engineering & Setup

3.0 CEU

Awarded to

Jason Weichman



Walt Pichler
Course Administrator

VA Cavanaugh
Vice President, Learning & Development

May 03, 2016
Date



Metasys HVAC ASC Engineering

3.0 CEU

Awarded to

Curt Dickinson



Walter H. P... ..
Course Administrator

Thomas A. Brown
Manager, Customer Training

May 16, 2008
Date

JOHNSON
CONTROLS

HVAC Pneumatic Controls - Multi-Manufacturer

3.00 CEU

Awarded to
Mike Tobin



[Signature]
Course Administrator

Thomas A. Barron
Manager, Johnson Controls Institute

April 10, 2000
Date



Metasys HVAC ASC Engineering

3.0 CEU

Awarded to
Mike Tobin



Daniel P. Schyvinck

Course Administrator

Tom Dickinson

Manager, Johnson Controls Institute

March 23rd 2012
Date

M.O.V. Training Services

Honeywell Authorized Training

Certifies that

Jason Weichman

**has successfully completed all requirements for the
Level II WEBS Training class in Seattle, WA
on this day, April 11, 2013.
32 training hours completed.**

Instructor



Vernon Petersen

M.O.V. Training Services

www.MOVTraining.com

763-422-0729

M.O.V. Training Services

Honeywell Authorized Training

Certifies that

Jason Weichman

**has successfully completed all requirements for the
Level I LCBSTraining, Configuration and Programming
class in Portland, OR on this day, February 25, 2010.
32 training hours completed.**

Instructor

Vernon Petersen

**M.O.V. Training Services
www.MOVTraining.com
763-422-0729**

Certificate of Completion

This is to certify that

Jason Weichman

CANDIDATE

is awarded this Certificate of Completion signifying that the aforementioned has successfully achieved a baseline level of proficiency, having completed all of the training and testing requirements for

Niagara^{AX} Framework Certification.

Niagara^{AX}

AX Certification Program

7/13/2012

DATE

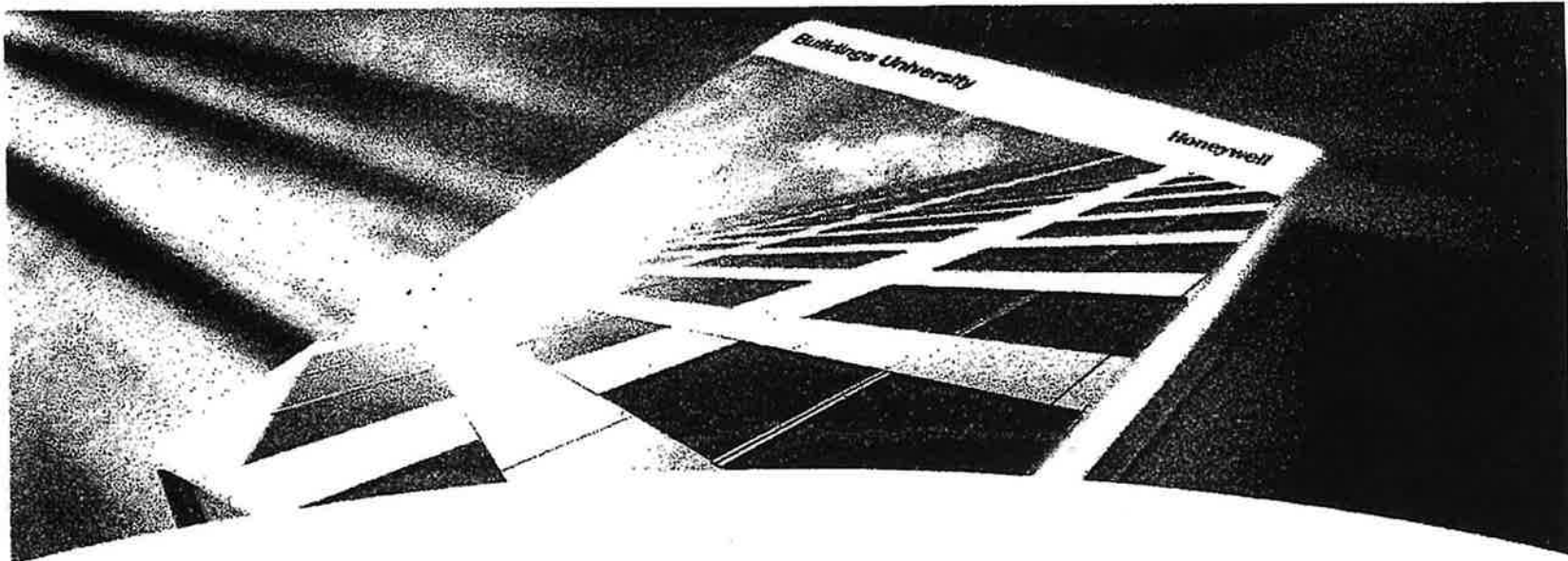
TRID!UM



Authentic if holographic seal is affixed above.



Honeywell Certifiicate of Completion



Presented to

Name Jason Weichman Date Issued May 5, 2010

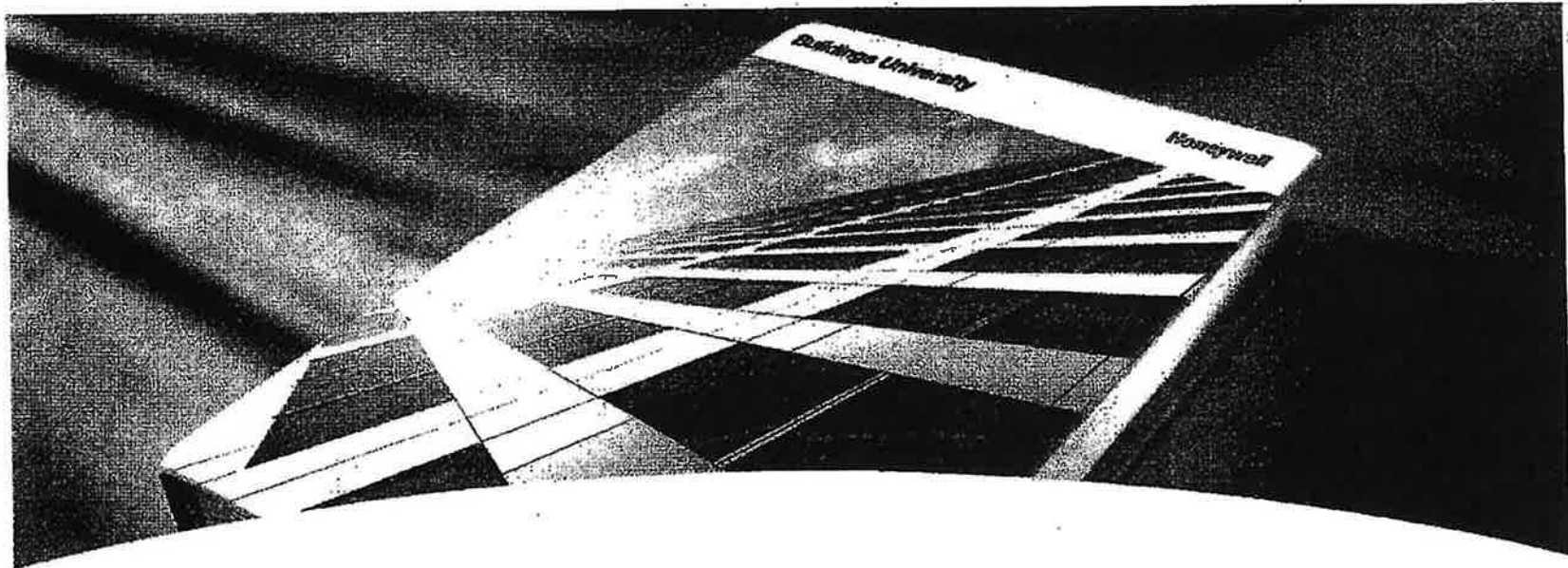
of (Company name) Apollo

at MI Controls

Is Authorized by Honeywell to Install & Commission Honeywell VFD's

Honeywell

Certificate of Completion



Presented to

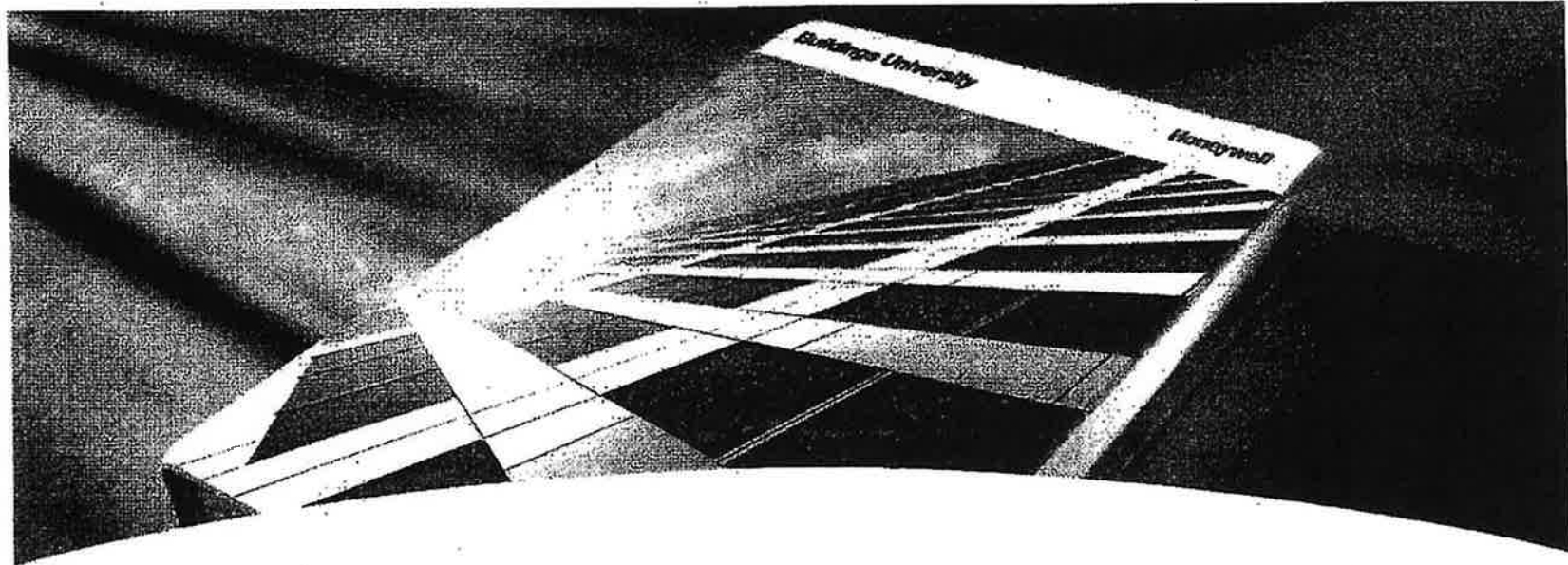
Name Ed Carter Date Issued 10/10/11

of (Company name) Apollo

Is Authorized by Honeywell to Install & Commission Honeywell VFD's

Honeywell

Certificate of Completion



Presented to

Name Jeff Lakey Date Issued 10/10/11

of (Company name) Apollo

is Authorized by Honeywell to Install & Commission Honeywell VFD's

Honeywell

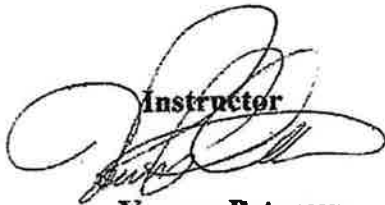
M.O.V. Training Services

Honeywell Authorized Training

Certifies that

Jeff Lakey

**has successfully completed all requirements for the
Level II WEBs Training, Real Job Programming
training class in Seattle, WA on this day, June 1, 2012.
32 training hours completed.**

Instructor

Vernon Petersen

**M.O.V. Training Services
www.MOVTraining.com
763-422-0729**

Certificate of Completion

This is to certify that

Jeff Lakey

CANDIDATE

is awarded this Certificate of Completion signifying that the aforementioned has successfully achieved a baseline level of proficiency, having completed all of the training and testing requirements for

Niagara^{AX} Framework Certification.

Niagara^{AX}

AX Certification Program

TRIDIUM

12/16/2011

DATE



Authentic if holographic seal is affixed above.

Honeywell



This is to certify that

Jeff Lakey

Has Completed the Honeywell Technical Training Program Course

**Spyder Core Competency
HTTP-203**

Completed On: *January 11, 2012*

Instructor: 

John Hutchey



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

(For BOC Use)
 Item #
 5e

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

Presenter at BOC: Tamra Mabbott

Phone Number (Ext): 541-922-4624 (5505)

Department: Planning

Requested Agenda Date: 04/28/2021

Short Title of Agenda Item:

(No acronyms please)

The Eastern Oregon Women's Coalition is hosting the 2021 Eastern Oregon Economic Summit and is soliciting sponsors. Request for consideration to sponsor based on commitment made in 2020.

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 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 checked="" type="checkbox"/> Other Discuss sponsorship and amount |

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:

Tamra Mabbott April 23, 2021 Department Director

Required for all BOC meetings

Darrell Green 4/26/2021 Administrator

Required for all BOC meetings

_____ _____ County Counsel

*Required for all legal documents

_____ _____ Finance Office

*Required for all contracts; other items as appropriate.

_____ _____ Human Resources

*If appropriate

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):

The Eastern Oregon Women's Coalition (EOWC) is hosting the 2021 Eastern Oregon Economic Summit. In 2020 Morrow County Board of Commissioners agreed to sponsor at the Gold Level, \$2,500. In 2020 the Board approved sponsoring at the \$2,500 with funds from the BOC Discretionary Fund.

The 2020 Summit was canceled due to COVID 19 restrictions. Would county like to sponsor for the 2021 Summit? And at the same \$2,500 gold level?

The Summit will be only the second in eastern Oregon and was developed as the eastern Oregon event similar to the annual statewide Business Summit held in Portland each year. The Summit is a unique opportunity to showcase development in the region and emerging issues, and, to hear from professionals about challenges, opportunities and solutions to various development such as water, housing, economic development and workforce development. Several of the tours will feature Morrow County. Morrow County Planning Director is providing support for the Housing tour on Thursday and Housing session on Friday. The event is an excellent networking opportunity for everyone involved in Community and Economic Development and natural resource issues.

A flyer on sponsorship benefits is attached.

2. FISCAL IMPACT:

\$2,500 Board of Commissioners Discretionary Fund

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

Commit to provide funding for the 2021 summit at the chosen appropriate level of \$2,500.

Attach additional background documentation as needed.



2021 Eastern Oregon Economic Summit

Thursday, August 19, 2021 - Field & Industry Tours
Friday, August 20, 2021 - General Session & Breakout Discussions

Armand Larive Middle School
1497 SW 9th St. | Hermiston, OR 97838

Sponsorship Form

Become a sponsor of the 2021 Eastern Oregon Economic Summit. As a sponsor, you can help bring together state, regional, and local leaders from across private and public sectors to discuss issues and set goals to improve our region and state. The Eastern Oregon Economic Summit will be advertised on multiple platforms in all Eastern Oregon counties and the wider region. There are five sponsorship levels for your consideration.

Organizational Information

Please fill out the below information as you would like it to appear in print.

Association Name

Mailing Address, City, Zip

Contact Name

Phone

Email

Sponsorship Level

Please check which sponsorship level you desire.

- Title Sponsorship Platinum Sponsorship
- Gold Sponsorship Silver Sponsorship
- Bronze Sponsorship

Payment

Checks should be made out to Eastern Oregon Women's Coalition. EOWC is a 501(c)3 charitable organization which allows your contribution to be tax deductible.

Send payment and form to: Eastern Oregon Women's Coalition
PO Box 69
Echo, OR 97826



Questions?

Bobby Levy, President
Eastern Oregon Women's Coalition
bobby@eowc.biz

Title Sponsor Level - \$10,000

- Extra-large logo on summit registration website.
- Extra-large logo on summit registration materials.
- Extra-large logo on summit packet.
- Logo on lanyards.
- Complimentary exhibit booth (1 space).
- Complimentary event registration (10 tickets).

Platinum Level - \$5,000

- Large logo on summit registration website.
- Large logo on summit registration materials.
- Large logo on summit packet.
- Complimentary exhibit booth (1 space).
- Complimentary event registration (10 tickets).

Gold Level - \$2,500

- Medium logo on summit registration website.
- Medium logo on summit registration materials.
- Medium logo on summit packet.
- Complimentary event registration (5 tickets).

Silver Level - \$1,000

- Small logo on summit registration website.
- Small logo on summit registration materials.
- Small logo on summit packet.
- Complimentary event registration (2 tickets).

Bronze Level - \$500

- Name on summit registration website.
- Name on summit registration materials.
- Name on summit packet.
- Complimentary event registration (2 tickets).

Sponsorship Deadlines

Friday, April 23, 2021

Last day to submit a sponsorship form to have your logo included on the "Save the Date" announcement.

Friday, April 30, 2021

Last day to submit a sponsorship form.



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

(For BOC Use)
 Item #
 5f

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

Presenter at BOC: Chair Don Russell & Kate Knop
 Department: COVID - 19 Grant Committee
 Short Title of Agenda Item:

Phone Number (Ext): 5302
 Requested Agenda Date: 4/28/2021

(No acronyms please) **Morrow County & Tillamook County Creamery Association - COVID
 - 19 Grant Awards**

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: 20 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:

Kate Knop 4/26/2021 Department Director

Required for all BOC meetings

[Signature] 4/26/21 Administrator

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

*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):

The COVID - 19 grant committee met on April 22, 2021 and recommend the enclosed grant awards for twenty-two businesses located in Morrow County.

Morrow County and Tillamook County Creamery Association (TCCA) are partnering to award \$203,174 in grant dollars to qualifying business applicants. The grant committee is recommending awards of \$193,192, with a remaining balance of \$9,982.

2. FISCAL IMPACT:

Resiliency fund grant award distribution up to \$203,174.

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

1. Motion to approve Morrow County & Tillamook County Creamery Association COVID - 19 business grant awards, \$193,192; or
2. Motion to approve Tillamook County Creamery Association COVID - 19 business grant awards, \$203,174.

Attach additional background documentation as needed.



Finance

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

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

TO: Board of Commissioners
FROM: Kate Knop, Finance Director
DATE: April 28, 2021
RE: *COVID-19 Grant Awards*

The following information is intended to assist the Board of Commissioners in reviewing the award recommendations by the COVID-19 Grant Committee. The Committee consisted of four members including: one representative from Tillamook County Creamery Association (TCCA), and three representatives from Morrow County.

COVID-19 Grant Award - Recommendation

Morrow County and TCCA are partnering to award \$203,174 in grant dollars to qualifying businesses applicants located in the County. The following information is available for review:

1. Remaining COVID – 19 grant dollars available: \$203,174.

a. Morrow County:

1. CARES match: \$42,500; and
2. Resiliency Fund (CREZ \$): \$68,165.

b. Tillamook County Creamery Association: \$92,500.

2. List of businesses & awards (*spreadsheet enclosed*):

- a. Twenty-two of thirty-three business applications are recommended to receive grant awards meeting the following criteria:
 1. Applications were complete and criteria met;

b. Award Allocation

1. Base allocation

1. Up to \$5,000, if previous grants did *not* exceed net loss;
2. Twenty businesses received base allocation between \$1,396 - \$5,000;
and
3. Total: \$92,620.

2. Restaurant allocation

1. Business type is classified as restaurant or hospitality;
2. Up to \$5,000, if previous grants, including base allocation, do *not* exceed net loss;
3. Ten businesses received restaurant allocation between \$507 - \$5,000;
and
4. Total: \$45,507.

3. Remaining allocation

1. Up to \$4,801, if previous grants, including base and restaurant allocation, do *not* exceed net loss.
2. Fifteen businesses received remaining allocation between \$376 - \$4,801; and
3. Total: \$55,065.

4. Remaining balance

1. For discussion, a balance remains in resiliency fund: \$9,982.

3. Morrow County Board of Commissioners

- a. Review grant award allocations: \$193,192.

• Questions?

1. Allocate remaining balance?
2. Check distribution date?

**Morrow County & Tillamook County Creamery Association (TCCA)
COVID - 19 Grant Awards**

Business Name	Legal Business Form	Business Type	Award Allocation			
			Base Allocation	Restaurant Allocation	Remaining Allocation	Grant Award*
Upper Place Concession	Sole Proprietor	Dine - Mobile Food	5,000	5,000	800	10,800
Heppner Elks Lodge BPOE #358	501c8	Dine In - 4 Days	5,000	5,000	4,801	14,801
Macarios Mexican Restaurant LLC	LLC	Dine In - 6 Days	5,000	5,000	4,801	14,801
Irrigon Moose Lodge #2486	501c8	Dine In - 7 Days	5,000	5,000	4,801	14,801
Bozo Foods	S Corporation	Dine In - 7 Days	5,000	5,000	4,801	14,801
Smiley's Happy Place	LLC	Dine In - 7 Days	1,396	-	-	1,396
3's Company LLC dba Bucknums	LLC	Dine In - 7 Days	5,000	5,000	4,801	14,801
The Sunrise at Boardman	Sole Proprietor	Dine In - 7 Days	5,000	5,000		10,000
Stokes Landing Senior Center	501c3	Hospitality	5,000	5,000	4,801	14,801
Shivam Hospitality LLC (ABVI Boardman)	Sole Proprietor	Hospitality	5,000	5,000	4,801	14,801
Heppner Community Foundation	501c3	Hospitality	5,000	507	-	5,507
James R. Lankford Construction	Sole Proprietor	Ind Contractor	5,000		4,801	9,801
Styles by Stefanie	Sole Proprietor	Ind Contractor	5,000		1,000	6,000
Tim Hedman	Sole Proprietor	Ind Contractor	5,000		4,801	9,801
Hair I Am	Sole Proprietor	Ind Contractor	2,372		-	2,372
Blondee Salon	Sole Proprietor	Ind Contractor	5,000	-	376	5,376
Equine Elegance NW	Sole Proprietor	Ind Contractor	3,852	-	-	3,852
Saeskin	LLC	Ind. Home-Based	5,000		1,872	6,872
Peterson's Jewelers	Sole Proprietor	OTHER	5,000		4,801	9,801
Neighborhood Center of South Morrow County	501c3	OTHER	5,000		3,007	8,007
			\$ 92,620	\$ 45,507	\$ 55,065	\$ 193,192
*COVID - 19 Committee - grant award recommendation.				Remaining Balance	\$ 9,982	

COVID - 19 Grant Awards

	Qty.	Allocation - <i>Up To</i>	Amount
Beginning balance			<u>\$ 203,174</u>
Less Distributions:			
Base Allocation	20	5,000	92,620
Restaurant Allocation	10	5,000	45,507
Remaining Base Allocation	15	4,801	55,065
			<u>\$ 193,192</u>
			<u>\$ 9,982</u>
Less Remaining Base - Allocation	?	?	<u>\$ -</u>
Ending balance			<u><u>\$ 9,982</u></u>

ROAD REPORT APRIL 2021

BLADING OPERATIONS: Grader operators are finishing up problem areas on our gravel road system before paving season.

SWEEPING CAMPAIGN: Sanding rock has been swept from our paved road system.

KILKENNY: The shoulders have been prepped for the paving project in June. Drainage has been added where needed.

ROAD SIGN REPAIR: Crew members continue making sign repairs around the county as needed.

HALVORSEN LN: Prep work has been completed for a chip seal in June.

FLAGGING CERTIFICATION: All Public Works employees attended an online class for flagging recertification.

CHIP SEAL & PAVING PREP: Chip seal rock and oil rock is being stock piled for this seasons chip seal and paving projects.

CATTLE GUARD MAINTENANCE: Crew members made repairs and cleaned out cattle guards in South County.

BOMBING RANGE: We are grinding some rough spots to improve the ride on Bombing Range in preparations for a chip seal this summer.

TOWN OF IONE: Crew members spent half a day blading two gravel roads for Ione.

PERMITS: Following are the Work in Right of Way permits approved for the month of March and April.

<u>ORM</u>	776	Nevada Avenue	Umatilla Electric Co-Op	Utility	7.2 kv Elec. Line	03/18/2021	04/12/2021
<u>ORN</u>	490	Bombing Range Road	Windwave Communications	Utility	Communication line	03/18/2021	04/08/2021
<u>ORO</u>	930	Patterson Ferry Road	Windwave Communications	Utility	Communication line	03/18/2021	04/08/2021
<u>276/276a</u>	588	Strawberry Lane	Chris Rauch - Inv & Millies Spirits and Mead	Approach		03/22/2021	04/07/2021
<u>277/277a</u>	704	Riverside Road	Morrow County - Darrell Green	Approach		03/23/2021	03/25/2021
<u>278/278a</u>	759	Bombing Range Road	Stahl Shaeffer Engineering - Gas Transmission Northwest/TC Energy	Approach		03/23/2021	03/30/2021
<u>279/279a</u>	636	Lindsay West	Stahl Shaeffer Engineering - Gas Transmission Northwest/TC Energy	Approach		03/23/2021	03/30/2021
<u>Wheatridge Solar CO1</u>	588	Strawberry Lane	NextEra Energy Resources (Wheatridge Solar)	Utility	11" & 4" Fiber optic and Voltage	03/23/2021	04/05/2021
<u>Wheatridge Solar AD1</u>	588	Strawberry Lane	NextEra Energy Resources (Wheatridge Solar)	Approach		03/23/2021	04/05/2021
<u>Wheatridge Solar AD2</u>	588	Strawberry Lane	NextEra Energy Resources (Wheatridge Solar)	Approach		03/23/2021	04/05/2021
<u>ORP</u>	689	Olson Road	Windwave Communications	Utility	Communication line	03/25/2021	04/08/2021
<u>ORQ</u>	598	Kunze Lane	Windwave Communications	Utility	Communication line	03/25/2021	04/08/2021

**Local Public Safety Coordinating Council
Quarterly Report to
Morrow County Board of County Commissioners**

- 1. Amendment to Justice Reinvestment Initiative (JRI) Contract
 - a. The Criminal Justice Commission (CJC) oversees the JRI grant and distributes funds according to a formula. The formula is based on population. From time to time, supplemental grant RFP's are released, and I applied last fall for a supplement to pay for my services. Although the grant period "began" in January, we received the contract in April. I will submit an invoice for January through April via Christy Kenny, the LPSCC Chair. The grant covers 8 hours per week of my time.
- 2. Juvenile Diversion Program
 - a. First time juvenile offenders are eligible at the discretion of the Juvenile Director, Law Enforcement, and District Attorney. The Diversion committee will meet monthly to discuss program requirements which will be specific to the needs of each individual teen. Examples include anger management classes, counseling services, community service, attendance and performance at school, etc. This gives youth offenders one chance to avoid a criminal record, which can be prohibitive for college applications, grants, scholarships, military service and more.
- 3. We recently held a special meeting to get specific direction on how to reach our Goals. The group came away with the following priorities:
 - a. Mental Health Court
 - b. Mentoring for youth
 - c. Mental Health needs in the community
 - d. Wrap around services for offenders
 - e. Covid relief

Jessica Rose

Jessica Rose

Juvenile Diversion Memo

A Juvenile Diversion program in Morrow County is a tool available to Law Enforcement, the Juvenile Director, and the District Attorney to steer first-time Juveniles from the System and allow them one chance to keep their record clean. This is especially important because any Juvenile "record" can impede a young person's chances for joining the military or getting student loans, among other issues.

I. Process

- a. LE comes into contact with first-time Juvenile offender who has allegedly committed one of the offenses eligible for Diversion. Eligible offenses include lower level crimes only such as B and C misdemeanors where there is not significant restitution; not person crimes, not DUII, etc.
- b. LE contacts Juvenile Director and together they decide whether to offer the program to the Juvenile.
- c. LEO drafts a report and presents to DA/Juvenile Department for review.
- d. A diversion committee includes a representative from the Sheriff's Office, City Police (if involved), a CCS representative, the DA, Judge Diehl, the Building administrator for the school that the Juvenile attends, and the case worker.
- e. This committee determines the requirements for the Juvenile and how often to meet to "check in" and make sure the he/she is meeting the requirements. It's important to include CCS in the discussion if any mental health treatment will be involved because there are certain types of treatment they are certified to provide. In addition, these are low-risk, minimal contact situations.
- f. Case worker reaches out to juvenile and parent with paperwork for signature.
- g. Juvenile signs a contract and statement of understanding tailored to their situation, and a release of information so their school can discuss student performance and behavior. If CCS is involved, they will also need a release of information. There will be no fee for participation in the diversion program.



CRIMINAL JUSTICE COMMISSION
CONTRACT SIGNATURE MEMO

CONTRACT/GRANT AMOUNT: \$ 165,040.02	
CONTRACT/GRANT #:	JR-19-025
PROJECT START DATE:	PROJECT END DATE:
7/1/2019	12/31/2021

MEMORANDUM TO:	Ken Sanchagrin, Executive Director
ANALYST REVIEW:	Ian Davidson/Angel Jenkins
TODAY'S DATE:	2/8/2021

GRANT RECEIVED:	2019-21 Justice Reinvestment Grant
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FORMULA AND COMPETITIVE FEDERAL AWARD received and requires acceptance.
 The authorizing official must sign to accept the award and initial in the bottom right corner of each of the "special conditions pages." Following signature, the award will be electronically submitted to BJA/OJP for acceptance.

Contract has been reviewed and is recommended for signature.

GRANT AWARDS received should be reviewed for special conditions prior to recommending for signature.
 If special conditions require satisfaction prior to funding, indicate by checking "HOLD."

HOLD

ACCOUNTING REQUIREMENTS:

Award Submitted to Accounting New PCA Needed/Requested Grant Phase Requested/Assigned

PCA Assigned		Grant Phase		Project Phase	
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AWARD RECIPIENT:	Morrow County
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REMITTANCE ADDRESS:	PO BOX 159 HEPNER, OR 97836	<input type="checkbox"/> ACH Requested
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CONTRACTS/GRANT AWARD AGREEMENTS ("Contract") should be reviewed prior to recommending for signature.
 Complete the information appropriate for Contract, print, sign and submit to Agency Operations for funding resource assignment. Agency Operations will submit to the Executive Director for execution.

Contract has been reviewed and is recommended for signature.

FUNDING RESOURCE:

General Fund (GF) Other Fund (OF) Federal Fund (FF)

PCA Assigned	75511	Grant Phase		Project Phase	Target - 02
Vendor No.	1936002308	OR Tax ID No.		Agency OBJ	6325

Monthly Reimbursement Quarterly Reimbursement Advance at Request Semi-Annual Advance
 COBID Certified

NEW Contract for:

EXISTING Contract Amended:

Amended contract 2019 – 21 Justice Reinvestment Grant Program. Supplemental Grant approved in January 2021 Commission Meeting, additional \$24,960 to personnel.

ANALYST SIGNATURE		AGENCY OPERATIONS SIGNATURE	
BY (ANALYST SIGNATURE)	DATE SIGNED	BY (OPERATIONS SIGNATURE)	DATE SIGNED
<i>Angel M Jenkins</i>	2/8/2021		

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT # JR-19-025

AMENDMENT NO. 1

This is Amendment Number 1 to Grant Agreement # **JR-19-025** (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”), and Morrow County (“Grantee”).

I. The Agreement is hereby amended as follows:

A. The Budget Summary in Exhibit A is amended and restated as follows:

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel	(\$125,592.00) \$150,552.00
10% Victims: Children’s Advocacy Center of Jackson County	\$14,488.02
Total	[\$140,080.02] \$165,040.02

II. The obligation of CJC under this Amendment is subject to the condition that, on or prior to June 30, 2021, Grantee delivers, or causes to be delivered, to CJC a certificate of the action taken by Grantee to authorize the execution, delivery and performance of the Amendment, in form and substance satisfactory to CJC and its counsel, if required by CJC.

III. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Grantee

By:

Signature of Grantee

Date

Name & Title

Federal Tax ID Number

State Tax ID Number

Criminal Justice Commission

By:

Ken Sanchagrin, Executive Director

Date

**CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT**

885 Summer Street NE
Salem, OR 97301

This Grant Agreement ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Criminal Justice Commission ("CJC") and Morrow County, ("Grantee" and, together with CJC, the "Parties"). This Agreement shall become effective on the later of July 1, 2019 or the date when this Agreement is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$140,080.02 (the "Grant Funds") to assist Grantee in implementing the project described in Exhibit A (the "Project") during the period beginning on the Project Start Date and ending on the Project End Date (the "Project Period"), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC's obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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

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

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

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

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

b. Financial Reports. Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial

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

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall disburse the Grant Funds in four substantially equal installments no later than January 30, 2020, May 30, 2020, September 30, 2020, and January 30, 2021. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

i. Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Accounting/Pages/Travel.aspx>.

ii. When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at cjcgrants@oregon.gov.

iii. As specified in OAR 213-060-0050(3), no more than 10 percent of the Grant Funds may be used for administrative costs.

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

i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Grantee is in compliance with the terms of this Agreement.

iii. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iv. Grantee's representations and warranties set forth in Section 6 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

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

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

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

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

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

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

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

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

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

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

7. Records Maintenance and Access; Audit.

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

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

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

8. Grantee Subagreements and Procurements

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

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

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

b. Subagreement indemnity; insurance.

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

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

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

c. Procurements.

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

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

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

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

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

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

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

11. Termination

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

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

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

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

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

12. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

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

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

h. Governing Law, Consent to Jurisdiction.

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

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

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

i. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

Approved by Grantee

Melissa Lindsay January 15, 2020
Signature of Grantee Date

Melissa Lindsay, Chair, Board of Commissioners
Name/Title

Federal Tax ID Number State Tax ID Number

Approved by Criminal Justice Commission

[Signature] 1/21/20
Michael Schmidt, Executive Director Date

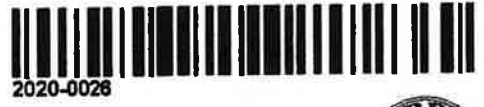
Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated November 19, 2019

CJC Contact
CJC Grant Administrator
Ian Davidson
885 Summer St. NE
Salem, OR 97301-2524
ian.davidson@oregon.gov
503-378-6374

Grantee Contact
Dan Robbins
205 NE 3rd
Irrigon, OR 97844
Dan.l.robbs@cc.doc.state.or.us
503-314-5222

MORROW COUNTY, OREGON **CJ2020-0026**
Commissioners' Journal 02/03/2020 2:17:51 PM



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



EXHIBIT A

Project Description and Budget

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

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

In implementing its Project, Grantee shall establish a process to assess offenders in its county and provide a continuum of community-based sanctions, services and programs that results in progress on the following four goals of the Grant Program: (1) reducing recidivism of offenders, (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011, (3) increasing public safety, and (4) holding offenders accountable.

Project Start Date: July 1, 2019
GRANT #: JR-19-025
GRANTEE PROGRAM CONTACT:
Dan Robbins
EMAIL: dan.l.robblins@cc.doc.state.or.us
TELEPHONE: 541-314-5222

Project End Date: December 31, 2021
GRANTEE FISCAL CONTACT:
Morrow County Sheriff's Office
EMAIL: kmatlack@co.morrow.or.us
TELEPHONE: 541-314-5201

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel:	\$125,592.00
10% Victims: Domestic Violence Services, Inc.	\$14,488.02
Total	\$140,080.02

EXHIBIT B

Subagreement Insurance Requirements

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

TYPES AND AMOUNTS.

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

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

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

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

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

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

iv. AUTOMOBILE LIABILITY.

Required by CJC Not required by CJC.

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

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

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

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

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

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



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

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

Presenter at BOC: P&P Director Dan Robbins Phone Number (Ext): 5512
 Department: Sheriff's Office Requested Agenda Date: 3/18/2020
 Short Title of Agenda Item:
 (No acronyms please) Justice Reinvestment Grant Amendment #1 on JR-19-025

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: State of Oregon
 Contractor/Entity Address: 885 Summer St, NE, Salem, OR
 Effective Dates – From: when fully executed Through: 12-31-2021
 Total Contract Amount: \$140,080.02 Budget Line: 510-113-3-30-3595
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

<u>John A. Bowles</u> 3/12/20 DATE Department Director	Required for all BOC meetings
<u>[Signature]</u> 3/23/20 DATE Administrator	Required for all BOC meetings
<u>R. Tovey_email</u> 3-20-20 DATE County Counsel	*Required for all legal documents
_____ Finance Office	*Required for all contracts; other items as appropriate.
_____ 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.

Rev: 3/28/18

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

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

The following is from Ian T. Davidson, the State of Oregon Justice Reinvestment Program Manager with the Criminal Justice Commission:

We have conducted an internal review of our professional liability requirement for su-grantees in our grant agreements and have determined that a change is needed. Previously, we required \$2 million per claim and \$4 million on aggregate in coverage for personal liability. This change now only requires \$1 million in coverage per claim and \$3 million on aggregate in coverage for personal liability requirement. Attached is the grant agreement amendment which reflects the new coverage requirements. Please review, sign, and return the signed amendment. You may notify sub-grantees of the change immediately.

2. FISCAL IMPACT:

Less of an impact, than what was previously agreed to.

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

Commissioner Lindsay, BOC Chair, had signed the original grant agreement on Jan 15, 2020. Suggest review & sign.

Attach additional background documentation as needed.

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT # JR-19-025
AMENDMENT NO. 1

This is Amendment Number 1 to Grant Agreement No. JR-19-025 ("Agreement") between the State of Oregon, acting by and through the Criminal Justice Commission ("CJC"), and Morrow County ("Grantee").

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

A. **Paragraph ii. of Exhibit C (Subagreement Insurance Requirements) is amended and restated as follows:**

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

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

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Signatures follow on the next page.

Justice Reinvestment Grant Program
Grant No. JR-19-025
Amendment No. 1

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

Grantee

By: Melissa Lindsay 3-25-20
Signature of Grantee Date
Melissa Lindsay, Chair, Board of Commissioners
Name & Title

Federal Tax ID Number

State Tax ID Number

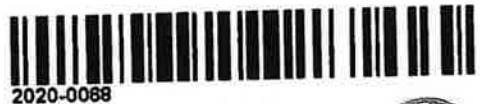
Criminal Justice Commission

By: Kenneth Sanchez 3-26-20
Michael Schmidt, Executive Director Date
Kenneth Sanchez, Deputy Director

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated January 17, 2020.

MORROW COUNTY, OREGON **CJ2020-0068**
Commissioners' Journal 04/27/2020 8:27:28 AM



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

Bobbi Childers - County Clerk



Weed Department Quarterly Report for Jan-March 2021

Attended several Oregon Invasive Species Council zoom meetings.

Watched a webinar on new chemical called Rejuvra for control of annual grasses.

Spent a couple weeks on Covid Quarantine.

Attended Wilbur-Ellis seminar by zoom for pesticide license credits.

Worked on budget preparation.

March 1st started spraying residuals on gravel roads in coordination with road department blading operations.

Replied to request to review Carty Revegetation Management Plan.

Emailed Commissioners regarding Invasive Zebra Mussels being found in moss balls sold at pet stores for aquariums. This was a serious invasive species issue that went nationwide.

Spread and harrowed in grass seed on Little Butter Creek road project.

Attended Staff and MS Teams meetings.

Checked roads in north end of county and found about six stop signs down and reported to road department.

Wind has been an issue for getting out to do spraying but still in good shape and ahead of schedule since paved roads were taken care of in the fall allowing for an earlier start to gravel road spraying this spring.



Health Department

P.O. Box 799 • Heppner OR 97836
(541) 256-0820

Nazario Rivera
Public Health Director
nrivera@co.morrow.or.us

TO: Board of Commissioners
FROM: Nazario Rivera, Public Health Director
DATE: April 27, 2021
RE: Morrow County Health Department Quarterly Update

Below are the highlights for this past quarter:

COVID-19

• **Cases as of 04/26/2021**

Cases for Morrow County	
Boardman	690
Irrigon	324
Heppner	46
Lexington	19
lone	9
Total	1088
Hospitalized	1
Deaths	15
Week 04/18-04/24	9
Week 04/11-04/17	10

• **Current Vaccine Stock**

Boardman:

- Pfizer: 52 vials (312 doses)
- Moderna: 0 vials
- J+J: 36 vials (180 doses)

Heppner:

- Pfizer: 0 vials
- Moderna: 24 vials (240 doses)
- J+J: 348 vials (1740 doses)

Total:

- Pfizer: 52 vials (312 doses)
- Moderna: 24 vials (240 doses)
- J+J: 384 vials (1920 doses)

We began the process of distributing COVID Vaccine on 12/30/2020. We have set up a weekly meeting that includes Morrow County Health Department, Columbia River Health, and Murrays Pharmacy. We have weekly check ins and discuss plans on vaccine distribution. All Oregonians of age 16 and older are now eligible for a vaccine in the state. We have executed to big scale events with agencies that includes the Oregon Health Authority (OHA) and the Federal Emergency Management Agency (FEMA). During our collaboration with OHA we were able to vaccinate a little over 1000 people. Through our collaboration with FEMA & OHA we were able to serve just under 600 people. Operations have slowed down in regards to vaccine distribution county wide. These trends follow the same trajectory of other rural counties around the state. We will continue to work with our vaccine provider partners and local employers to vaccinate individuals in the community. Our next big goal is to get caught up on billing. To date we have been able to bill as much as \$80,000 and will continue to bill. We have a team of individuals who will be working on this project.

Staffing

Recent changes:

- Elizabeth Schultz, Emergency Response (Contract)
- Katie Murray, Vaccine PIO (Contract)

Current Vacancies:

- Nurse Supervisor
- Home Visiting RN

EOCCO Updates

An application was submitted through the Morrow County LCAC in regards to funding towards the CARE Program. The application has been approved.

Electronic Health Record

Patagonia Electronic Health Record Team: Vickie Turrell, Deb Green, Patricia Ortiz, Nazario Rivera

Due to the efforts provided towards vaccination Morrow County residents and community members we have had to phase our approach with Patagonia. At the moment the CaCoon program is up and running. Next, CARE Program will go live. Reproductive Health will work on updating the pharmacy log within the electronic health record system. Lastly, Patagonia is working on an ALERT interface to make immunization data input easier.

School COVID Response

School COVID Team: Ian Murray, Patricia Ortiz, Ana Pineyro, Yvonne Morter, Nazario Rivera

Morrow County Health Department has been working closely with Morrow County Schools doing COVID surveillance and monitoring in the student and staff populations. We have had constant communication with Morrow County School District and Lone School District. The schools have communicated their plans to the health department to make sure the plans in place would be able to be supported by the health department. We will continue to engage with our local schools to make sure we can support them as best we can. Our next goal is to work with schools on a vaccine campaign for 16 and 17-year-old students.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
 Item #
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Please complete for each agenda item submitted for consideration by the Board of Commissioners
 (See notations at bottom of form)

Presenter at BOC: Lindsay Grogan
 Department: Human Resources
 Short Title of Agenda Item:

Phone Number (Ext): 5620
 Requested Agenda Date: 4/28/2021

(No acronyms please) **Human Resource Quarterly Report**

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input checked="" 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 type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

_____ Lindsay Grogan <i>(Signature)</i>	4/22/2021 <small>DATE</small>	Department Director	Required for all BOC meetings
_____ <i>(Signature)</i>	4/26/21 <small>DATE</small>	Administrator	Required for all BOC meetings
_____	_____	County Counsel	*Required for all legal documents
_____	_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____	Human Resources	*If appropriate

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

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

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

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

Human Resource Quarterly Report. Please see enclosed for written report.

2. FISCAL IMPACT:

N/A

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

N/A

Attach additional background documentation as needed.



HUMAN RESOURCES

P.O. Box 593
Heppner, Oregon 97836-0412
(541) 676-5620

Lindsay Grogan
Manager
lgrogan@co.morrow.or.us

TO: Board of Commissioners
SUBJECT: Human Resource Quarterly Report
DATE: January 28, 2021 – April 28, 2021

MEMORANDUM

Recruitment

Morrow County Sheriff's Office has recently hired 3 Patrol Deputies and 1 Communications Officer. Jacob Stutzman will be transferring from Communications Officer to Patrol Deputy.

The Public Works department has hired a Senior Maintenance Specialist and two Mechanics recently due to the spike in retirements earlier in the year. Reid Miller will be transferring from Mechanic to Senior Maintenance Specialist. The Public Works department is also actively seeking Seasonal Park Laborers, Youth Crew, and Traffic Control Flaggers.

The Juvenile department has hired an Office Support Specialist. Crystal Jaeger started April 5th.

The Public Health department is still looking to fill two Nurse positions. A full time Maternal Child Home Visitation Nurse and a Nurse Supervisor to help oversee the paraprofessional staff.

The Loop Transportation is actively searching for Heppner and Boardman Demand Response Driver. The department is always accepting Volunteer Drivers as well.

The Classification process approved three new FTE positions. These positions are; Planning Office Manager, Compliance Planner, and Emergency Manager. They were posted on April 22nd, with an effective date of July 5, 2021.

Other

Ascentis, a Human Resource Information System, was recently approved through the Budget Committee. It is our intention to start implementation around August 1, for a go-live date of January 1, 2022. This will allow for a full tax year to align with annual tax statements. (W2, 1095, etc.)

AFSCME Negotiations are in progress with both contracts expiring on June 30th.

The new Employee Handbook was approved on April 21st and will be distributed as soon as possible to all staff.

We are in the process of scheduling CPR/First Aid classes this Summer/Fall for those who need it.

Lindsay is attending a job fair hosted by the Port of Morrow today. This will include both High School Students and current Job Seekers.

HR and Planning will be interviewing an applicant for Planning Summer Intern in May for the Internship program sponsored by IMESD.

We are working on developing the Shared Drive to allow more access to resources to employees. All job descriptions, pay scales, collective bargaining agreements, policies, and forms are available on the Shared Drive under Human Resources.

We are also trying to create a consistent amount of content on the Morrow County Government Facebook page to increase interaction and involvement from the online community. Additionally, all jobs are being posted on the Facebook page to help attract applicants.

As always, please feel free to ask me for any updates as needed.

Sincerely,

A handwritten signature in cursive script that reads "Lindsay Grogan".

Lindsay Grogan

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Morrow County Surveyor
Quarterly Report

To: Morrow County Board of Commissioners

From: Matt Kenny, Morrow County Surveyor

Date: Wednesday, April 28, 2021

Re: County Surveyor Quarterly Report

REVIEWS AND RECORDINGS

It continues to be a busy start to 2021 for surveys and plats. So far, I have recorded 14 partition plats, 1 subdivision and 8 surveys to date. There are an additional 3 partition plats and 1 subdivision that have been reviewed and expect to see final documents for recording shortly. In addition, there are 5 more replats/partitions on the Planning Commission agenda for April 27. To provide an idea of the surge we are currently experiencing, the number of partitions currently recorded as of April 2021 meets or exceeds the yearly totals of 8 out of the past 10 years.

SURVEY INQUIRIES

I have received many survey questions and inquiries from private surveyors over the past quarter. Most recently from ODOT who is resolving State Highway right-of-way through various towns like Heppner and Lexington in an effort to comply with new ADA regulations. Inquires typically consist of research and investigation into unique situations. I encourage these inquiries as discussion with the County Surveyor at the beginning of a project can be very productive, especially for those who are doing work for the first time in this County.

INTERDEPARTMENTAL WORK

I continue to work closely with Public Works, Tax & Assessment, and Planning. There have been productive meetings regarding the current road approach and utility permitting processes. I have indicated my willingness to be a part of the team that processes these applications. There has also been discussion about using Microsoft Teams as part of our regular interdepartmental review process. It's a learning curve for all departments but I expect it will be a very productive tool once implemented.

PUBLIC WORKS

We recently completed the right-of-way acquisition for the Kilkenny corner project with the survey and monumentation effort ongoing. In the past quarter, there have been many right-of-way research requests. These mostly come from Public Works and various utility companies working within the County right-of-way.

I have analyzed the request for a series of County Roads to be vacated in the vicinity of Morter Lane. The roads proposed to be vacated consist of existing but unused or undeveloped County Road right-of-way. The landowner (Keith Morter) owns nearly 100% of the adjoining land within the limits of the proposed vacation. I have reached out to the landowner with updates and are currently waiting to continue the

conversation once the Morter's have time available. The next step will involve setting up a meeting with the owner and Public Works to go over options in detail.

CITY WORK

I continue to work with the City of Heppner and Ferguson Surveying & Engineering so that survey monumentation be preserved during the ongoing improvement project. Ferguson has taken this responsibility and I have yet to receive a request or feel it necessary for my position to perform any survey work in relation to monument preservation on this project. Communication with the City and Ferguson has been productive to date. I have also provided my information to the contractor in case they need any timely assistance in regards to a monument being removed. No such requests have yet been received.

The City of Irrigon sewer line project has been closed out after discussion with their engineer (JUB Engineers). I feel a genuine effort to replace destroyed monumentation was made. As time allows, I will continue to work with the City and the contracted surveyor to assure everything was replaced as indicated on the surveyor's map filed in the County Survey Records.

EQUIPMENT UPDATE

The survey specific tool boxes and storage unit for the County Surveyor pickup were finally ready from the manufacturer and installed on April 21st. I am very happy with the unit as it will provide optimal organization and increase field efficiency and safety. The final step will be getting the warning lights installed which will be paid for with remaining funding available from Capital Outlay.

I also received a much-needed order of brass cap survey monuments from the Portland Foundry located in Portland, OR. These caps are used by the County Surveyor and private surveyors in Section or Quarter Section Corner reestablishments. I estimate the current supply will last at least 5 years.

Respectfully,

Matt Kenny

County Surveyor



Oregon

Kate Brown, Governor

Department of Transportation
 Driver & Motor Vehicle Services
 1905 Lana Ave NE
 Salem, OR 97314
 Phone: (503) 945-5000

April 22, 2021

Morrow County
 100 S Court St
 PO Box 788
 Heppner, OR 97836

To Whom It May Concern:

The Department of Transportation, Driver and Motor Vehicle Services (DMV) Heppner office will reopen May 6th after nearly a yearlong closure due to COVID-19. We are glad to be able to return and serve the community.

Although the office will be open to the public by appointment for select transactions that require in-person service, we still encourage customers to do what they can online or through the mail. The Heppner office, located at 54173 Highway 74, will be open weekly on Thursdays. Office hours will be 9:30 AM to 3:30 PM, and closed for lunch from 11:30 AM to 12:30 PM. Customers should be prepared to wear a face covering/mask and comply with social distancing restrictions when visiting a DMV office per the Oregon Health Authority.

Customers can start scheduling May appointments as early as April 28, 2021. To schedule an appointment go to DMV2U.Oregon.gov and click on "Schedule Appointment". The online scheduling tool will help you identify the type of appointment needed, and will provide options for appointment times and locations.

Please keep in mind that the availability of on-line services provides a fast and convenient way to do many transactions without coming to a field office. Listed below are some of the DMV services you can access from the convenience of home at DMV2U.Oregon.gov

- Beginning May 6th you can renew your driver license, permit or ID card (Please note: you cannot change type of license, such as change a regular license or ID card to a Real ID card, or add an endorsement such as motorcycle).
- Renew your vehicle registration
- Replace a lost, stolen or damaged license, permit or ID card
- Change your address
- Make a payment if you get a letter from DMV about missing or insufficient payment
- Reprint a temporary license, permit or ID card, or a registration renewal receipt
- Order a copy of your driving record
- Order certain trip permits

For a complete list of DMV offices, hours, directions, and to access online services, please visit our website at www.oregondmv.com. If you do not have online access, you can call Customer Assistance at (503) 945-5000 to get information or make an appointment.

If you have any questions, please call me at (503) 945-5222.

Sincerely,

David McKay, Manager
 Field Services Group, ODOT/DMV

NEWS RELEASE

April 27, 2021

Media Contact:

[Charles Boyle](#), 503-931-7773

Governor Kate Brown Urges Oregonians to Get Vaccinated, 15 Counties Qualify for Extreme Risk Amid Rapid Surge in COVID-19 Cases and Hospitalizations

Vaccinations key to staying safe, fully reopening the economy: “There are appointments available right now all across the state.”

Governor partnering with Oregon Legislature for \$20 million emergency relief package to immediately aid businesses in Extreme Risk counties

County health and safety restrictions to be evaluated weekly, with counties remaining in Extreme Risk for a maximum of three weeks

(Salem, OR) — Due to the rapid spread of COVID-19 in Oregon, Governor Kate Brown today announced updates to county risk levels under the state’s public health framework. With hospitalizations rising above 300 people statewide, threatening to overwhelm doctors and nurses, 15 counties will move to the Extreme Risk level effective Friday, April 30 through Thursday, May 6. In addition, nine counties will be in the High Risk level, four at Moderate Risk, and eight at Lower Risk. A complete list of counties and their risk levels is available [here](#).

“If we don’t act now, doctors, nurses, hospitals, and other health care providers in Oregon will be stretched to their limits treating severe cases of COVID-19,” said Governor Brown. “Today’s announcement will save lives and help stop COVID-19 hospitalizations from spiking even higher. With new COVID-19 variants widespread in so many of our communities, it will take all of us working together to bring this back under control.”

Governor Brown is partnering with lawmakers to approve a \$20 million small business emergency relief package to immediately support impacted businesses in Extreme Risk counties through the commercial rent relief program.

In an effort to speed up the return to normal business operations, county COVID-19 data will be evaluated weekly for at least the next three weeks. Any updates to county risk levels next week will be announced on Tuesday, May 4 and take effect on Friday, May 7. Counties that improve their COVID-19 metrics will have the opportunity to move to a lower risk level. Counties will remain in Extreme Risk for a maximum of three weeks.

Continued Governor Brown: “The fastest way to lift health and safety restrictions is for Oregonians to get vaccinated as quickly as possible and follow the safety measures we know stop this virus from spreading. I recognize the burden these restrictions place on Oregon businesses and working families. My goal is to lift these restrictions as soon as it is safely possible, and keep Oregon on the path for lifting most health and safety requirements by the end of June so we can fully reopen our economy. But we will only get there if enough Oregonians get vaccinated. There are appointments available right now all across the state.”

Governor partnering with Legislature for \$20 million for immediate aid to businesses in Extreme Risk counties, announces updates to outdoor capacity limits

Governor Brown is also partnering with legislators on a \$20 million emergency relief package to provide immediate aid to impacted businesses in Extreme Risk counties through the state’s commercial rent relief program.

Governor Brown continued: “After conversations with legislative leaders, I am confident we can move quickly to bring relief to businesses and their employees in Extreme Risk counties. The vast majority of Oregon businesses have followed our health and safety guidance to protect Oregonians from COVID-19, even though doing so has come with an economic cost. This emergency aid will help businesses in Extreme Risk counties.”

In addition, the Governor announced that outdoor capacity limits for bars, restaurants, and other sectors will be raised from 50 to 100 people in Extreme Risk counties, with health and safety measures, including physical distancing, in place.

Added Governor Brown: “We know that the risk of COVID-19 transmission is lower outdoors. I am urging all Oregonians, if you choose to gather with others, keep it outdoors. Indoor transmission is a key driver in the COVID-19 surge that is making renewed health and safety restrictions necessary.”

The Oregon Health Authority will also be working to align Oregon's outdoor mask guidance with the CDC guidance announced today.

Three-week limit placed on Extreme Risk level, Portland-area hospitals to closely monitor capacity

Under the Risk Level framework, counties move to (or remain in) Extreme Risk when they meet the county metrics for case rates and percent positivity, and Oregon meets statewide

hospitalization metrics: COVID-19 positive patients occupying 300 hospital beds or more, and a 15% increase in the seven-day hospitalization average over the past week.

Counties will stay in Extreme Risk for a maximum of three weeks, and will be able to move to a lower risk level sooner if their COVID-19 case rates are brought down in the intervening weeks, or if Oregon moves below 300 statewide hospitalizations or the seven-day hospitalization average percent increase goes below 15 percent.

The Governor has also worked in partnership with Portland metro-area hospitals to ensure systems are in place to closely monitor and manage hospital capacity. Health systems in the Portland area are using the coordinated system developed at the beginning of the pandemic to manage hospital surge capacity, bed space, essential services, and non-urgent procedures as needed over the next three weeks in order to preserve hospital beds and critical care capacity.

Continued Governor Brown: “I want to thank hospital and health care leaders for the work they are doing to manage hospital bed space, so that no Oregonian is turned away from receiving the health care they need. Now, I am asking Oregonians to do their part to help stop the spread of COVID-19 in our communities so we can help support our nurses, doctors, and frontline health care workers.”

The Governor has asked hospital leaders to alert the Governor’s Office and OHA immediately if additional measures are needed to preserve hospital capacity.

If, after three weeks, Oregon still exceeds statewide hospitalization metrics and one or more counties still meet the case rates and percent positivity for Extreme Risk, the Oregon Health Authority will evaluate why and make recommendations to the Governor’s Office.

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www.governor.oregon.gov

[Previous Press Releases](#)

[Natalie King](#) • Communications Director, Office of Governor Kate Brown • (503) 378-5965