

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, February 15, 2023 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. Minutes: January 25th, February 1st, **February 8th**
5. **Public Hearing:** Solid Waste Rate Increase Request from Waste Connections, Zone 1; Order No. OR-2023-2 (Sandi Pointer, Public Works)
6. **Business Items**
 - a. Board to Deliberate and Appoint Candidate to Commissioner Position 1
 - b. Discuss Potential Broadband Intergovernmental Agreement for Creation of the Morrow County Broadband Action Team Public Improvement Consortium (Aaron Moss, Broadband Action Team)
 - c. Discuss Potential Change in Deployment Plan for Office/Microsoft 365 (Kevin Ince, Finance Director; Jordan Standley, IT Director)
 - d. Appointment Request, Budget Committee (Kevin Ince)
 - e. Appointment Request, Morrow County Public Transit Advisory Committee (Benjamin Tucker, The Loop)
 - f. Recommendations to forward to Budget Committee regarding position reclassifications & new employee requests (Lindsay Grogan, Human Resources Director)
7. **Department Reports**
 - a. Weed Department Quarterly Report (Corey Sweeney)
8. **Correspondence**
9. **Commissioner Reports**
10. **Signing of documents**
11. **Adjourn**

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 Chair David Sykes, 541-256-0379.

Zoom Meeting Information

<https://zoom.us/j/5416762546>

Password: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866

Zoom Specific Notes:

- The chat function of Zoom is generally not reviewed by the Board of Commissioners or Staff during the meeting.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
 - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
 - If you need further assistance, please contact Justin Nelson at jnelson@co.morrow.or.us

Morrow County Board of Commissioners Meeting Minutes
January 25, 2023
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Roberta Lutcher, Jaylene Papineau, Kevin Ince, Andy Huwe, Karen Wolff, Justin Nelson, Robin Canaday, Bobbi Childers

Present Via Zoom

Paul Gray, Lindsay Grogan, Deona Siex, Lisa Pratt, Mike Gorman, Karen Pettigrew, Erika Lasater, SaBrina Bailey-Cave, Kaleb Lay, Kelsey Crocker, Heidi Turrell, Christy Kenny, Tamra Mabbott, Rafael Romero, Linda Skendzel, Ana Maria Rodriguez, Debbie Radie, Aaron Moss, Jim Doherty, Ana Pineyro, Kelly Doherty, Yvonne Morter, Raymond Akers, Lisa Mittelsdorf, Jonathan Tallman, Bill Saporito, B. Delgado, Brenda Profitt, D. Orid, Angie Burke

Call to Order, Pledge of Allegiance & Introductions: 9:00 a.m.

Chair Sykes thanked County Counsel, Justin Nelson, for adding the feature to Zoom that allowed for foreign language transcription.

Mr. Nelson said he tested it yesterday with representatives from Oregon Rural Action and the Public Health Department and it worked pretty well. He then explained to those online how to enable the transcription option within Zoom. Mr. Nelson said the notation on the Board's agendas about requesting interpreters applied to those with hearing or visual disabilities.

Chair Sykes asked participants to email their impressions about the service following the meeting.

City & Citizen Comments

Veterans Services Officer, Linda Skendzel, informed the Commissioners about a funding opportunity through the Oregon Department of Veterans Affairs related to suicide awareness. She said the funds needed to be used before the end of the fiscal year and she was in contact with partners at Community Counseling Solutions to work toward that end.

Open Agenda – No items

Consent Calendar

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

- 1. Minutes: December 28, 2022, January 4, 2023, January 11, 2023*
- 2. Property Tax Refund, Meenderinck Land Company LLC, \$4,482.45*

Chair Sykes seconded. Vote: Unanimous approval.

Business Items

Letter of Support, Grant Application to the Oregon Department of Transportation, Community Paths Program

Tamra Mabbott, Planning Director

Commissioner Wenholz moved to sign the letter of support, as presented by Ms. Mabbott in the Agenda Packet. Chair Sykes seconded. Vote: Unanimous approval.

Transition from Emergency Phase to Recovery Phase of the Nitrate Emergency; Change of Command

Robin Canaday, Public Health Director

Ms. Canaday said the County moved out of the emergency phase and into the recovery phase, therefore, her department would take over. She said Public Health was collaborating with various agencies. The Oregon Health Authority (OHA) will take over funding for well testing, filtration systems and research and data gathering using a voucher system. There have been “kinks” in implementing the voucher system, said Ms. Canaday. The Oregon Department of Human Services will do water delivery for folks who qualify. She said she was assured the funding will continue through June and then there will be more information to come after that.

Ms. Canaday then spoke about the application process for the \$1.7 million congressionally directed spending; the new position that will be funded by OHA for outreach and education; the joint work with Umatilla County and other agencies; and then and asked for a Commissioner to be involved with these efforts.

Since the nitrate issue will be an ongoing effort for quite some time, Ms. Canaday said she was working with the Planning Department on long-term planning.

After Chair Sykes confirmed Ms. Canaday had reviewed the application for the \$1.7 million, he then asked if it specified how money would be spent. She said she would share the application process with him on another date. He said that will determine the direction for the study or process, which was designed to guide further mitigation of the nitrate issue in both counties so the application might be important for input on how funds will be spent. He agreed with her request that a Commissioner representative would be important, and Commissioner Wenholz offered to act in that capacity.

Interim County Administrator Position

Three applications were received. The Commissioners received input from Human Resources Director, Lindsay Grogan, on the typical review process by her office, as well as from Mr. Nelson, who confirmed the ability to conduct interviews in executive session. The Commissioners asked Ms. Grogan to move forward with the process.

Permanent County Administrator Position

Commissioner Wenholz discussed the three proposals he obtained from executive search firms.

Commissioner Wenholz moved to engage Prothman to do the executive search for the County Administrator position. Chair Sykes seconded. Discussion: Commissioner Wenholz said the anticipated costs were \$17,500, plus another \$5,000 for other expenses. Finance Director, Kevin Ince, said as an intermediate procurement, some additional steps needed to take place and Commissioner Wenholz had gone through those steps. He said funds existed through the General Fund or the Board of Commissioners budget. Vote: Unanimous approval.

Department Reports

- Clerk, Bobbi Childers, provided a verbal quarterly report
- Assistant Road Master, Mike Haugen, reviewed the Road Department Monthly Report
- Ms. Grogan provided a verbal quarterly report
- The written Surveyor's Quarterly Report was reviewed, as submitted by Matt Kenny, Contracted Surveyor
- Ms. Canaday reviewed the Public Health Quarterly Report

Correspondence: None

Commissioner Reports

The Commissioners provided brief reports of activity.

Signing of Documents

Chair Sykes said the Board would meet in Executive Session at 11:30 a.m. and he did not anticipate returning to the regular meeting as a decision was not anticipated.

11:30 a.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

12:15 p.m.: Closed Executive Session: No decisions

Adjourned: 12:16 p.m.

Morrow County Board of Commissioners Meeting Minutes
February 1, 2023
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Roberta Lutcher, Mike Haugen, Justin Nelson, Jerry Rietmann, Tamra Mabbott, Kevin Ince, Lindsay Grogan, Sandi Pointer

Present Via Zoom

Erick Peterson, Raymond Akers, Kaleb Lay, Julie Baker, Susan Bower, SaBrina Bailey-Cave, John Bailey, Ana Maria Rodriguez, Sarah DeForest, Erika Lasater, Mike Gorman, Patrick Collins, Karen Wolff, Ramzi Sulieman, Cody High, Ana Pineyro, Heidi Turrell, Kelsey Crocker, Lisa Mittelsdorf, D. Orid, Melissa Camarillo

Call to Order, Pledge of Allegiance & Introductions: 9:00 a.m.

City & Citizen Comments

Ana Maria Rodriguez, Community Organizer with Oregon Rural Action, and Kelly Doherty, Boardman resident, posed questions and comments to the Board in Spanish and then in English. They were: What are the next steps for hearing and reading translations? Will the County provide translated agendas and packets ahead of time? Will Zoom recordings be posted in the future? Can the closed caption box be enlarged?

Justin Nelson, County Counsel, went through the settings in Zoom to help with the font size in the closed caption box. He offered to work with Oregon Rural Action again and test the options outside the public meeting time.

Chair Sykes said the Board would take the comments under consideration.

Mike Brandt, part of the group Zooming in from the Boardman location organized by Oregon Rural Action, asked if the County had signed a contract yet with the Oregon Health Authority for well testing and water delivery.

Chair Sykes said Public Health Director, Robin Canaday, would be able to answer that but she was not in attendance. He added he met with the Governor's representative yesterday and talked at length about water issues. Chair Sykes said the state was on board, things were moving along and there were no issues there. It's going to keep continuing but he said he did not have any contract details.

Ethan Akers asked what funds were still available for water delivery and support. Chair Sykes said he believed this was addressed at the last meeting by Paul Gray, Emergency Manager.

Finance Director, Kevin Ince, responded by saying the budget adopted at the end of June for the current fiscal year did not have a specific, identifiable line item for water emergency. This question came up in the past and his Department went through the draft Budget Committee Meeting minutes. At the beginning of the fiscal year, he said, an appropriation was made for \$100,000 toward the Emergency Management Department for the water emergency and subsequent to that, another \$60,000 was approved. Mr. Ince said he believed a report on this was

provided recently on the status of those funds. With the transition to the recovery phase and the transfer of responsibilities to the Public Health Department, Mr. Ince said he met with Ms. Canaday and determined there were adequate appropriations within the Health Department's current budget to continue with water delivery activities.

Miscellaneous

Chair Sykes announced there would be a Work Session today at 1:30 p.m. to hear updates on the retirement plan. He also said there would be a 9:00 a.m. Special Meeting on February 2nd to go into executive session to consider the employment of a public officer, employee, staff member or individual agent. The meeting will resume at 1:30 p.m. for a possible decision, he added.

City & Citizen Comments, continued

Raymond Akers asked about last week's report from Clerk, Bobbi Childers. He mentioned a public information request but was unable to provide exact details. Chair Sykes said there was a procedure for public document requests and the Clerk said she followed those procedures. He said Mr. Akers could check if he felt he was not getting documents.

Open Agenda: No items

Consent Calendar

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

- 1. Review of the Executed Contract with Prothman for County Administrator Recruitment. Fee for conducting a full recruitment with a one-year guarantee - \$17,500. Morrow County will be responsible for reimbursing expenses Prothman incurs for each recruitment.*
- 2. Minutes: January 18th*

Chair Sykes seconded. Vote: Unanimous approval.

Business Items

Food Pod Replat & Lot 6 Replat in the City of Irrigon from Ron McKinnis

Mike Gorman, Assessor/Tax Collector

Chair Sykes commented this appeared to be a straightforward request for the BOC to sign the plats.

Commissioner Wenholz moved to approve and sign the Food Pod Replat and Lot 6 Replat in the City of Irrigon. Chair Sykes seconded. Vote: Unanimous approval.

Comment Letter to the Energy Facility Siting Council (EFSC) on the Boardman to Hemingway Project, Request for Amendment 1, and Update

Tamra Mabbott, Planning Director

Ms. Mabbott noted Sarah Esterson with EFSC would not be speaking today and apologized if there was a miscommunication. She explained EFSC approved the B2H project last fall and there were already some amendments filed. The letter was "routine" in response to Idaho Power's Request for Amendment 1. The nature of the amendment was primarily changing the haul routes that worked better for Idaho Power and the landowners, and one had a reroute of the transmission line, she said. Discussion.

Commissioner Wenholz moved to approve and sign the letter. Chair Sykes seconded. Vote: Unanimous approval.

Road Committee Appointment Request

Sandi Pointer, Public Works

Ms. Pointer said she received an application from Boardman resident, Gabe Hansen. She said she believed his accounting background would be of benefit to the committee.

Commissioner Wenholz moved to accept Gabe Hansen to the Road Committee as Alternate representing North County; term to be February 1, 2023 to February 1, 2026. Vote: Unanimous approval.

Purchase Request – Asphalt Paver & Attachments

Mike Haugen, Public Works

After reviewing the reasons for the purchase, Mr. Haugen said the Road Equipment Reserve budget supported the purchase. He talked about future plans for a pugmill to produce asphalt at local pits and the asset that will be for fixing roads.

Commissioner Wenholz moved to approve the purchase request for a 2023 CAT AP-555F Asphalt Paver and attachments in the amount of \$487,810.54, allowing Public Works to purchase the paver after the intent to award has been published and protests received after the required period of time. Chair Sykes seconded. Vote: Unanimous approval.

Permit Application #OTR to Build in Right-of-Way, Umatilla Electric Cooperative

Mike Haugen, Public Works

Commissioner Wenholz declared he was on the Board of Directors of Umatilla Electric Cooperative (UEC) and it would be considered a business with which he was associated. Under his interpretation, he said he didn't have a conflict but there was apparently a complaint with the Oregon Government Ethics Commission. Since they haven't issued a ruling, Commissioner Wenholz asked County Counsel, Justin Nelson, the following: If he had a conflicted interest, he couldn't participate in the discussion. Without his vote, there wouldn't be a quorum, so he asked if he was then able to vote.

Mr. Nelson said he hadn't had a chance to look at this and suggested they go forward while he looked into the matter.

Mr. Haugen said UEC was putting in a substation in Irrigon to feed the City of Irrigon and they're starting the first phase of putting in the power lines and replacing and installing new wires. He provided additional details. Discussion took place on how Public Works monitored for progress and compliance by permittees.

Mr. Nelson discussed Oregon Revised Statute (ORS) 224.120(2)(b)(B):

- (2) An elected public official, other than a member of the Legislative Assembly, or an appointed public official serving on a board or commission, shall:
 - (b) When met with an actual conflict of interest, announce publicly the nature of the actual conflict and:

- (B) If any public official's vote is necessary to meet a requirement of a minimum number of votes to take official action, be eligible to vote, but not to participate as a public official in any discussion or debate on the issue out of which the actual conflict arises.

He said Chair Sykes could make the motion and Commissioner Wenzholz could second it and vote.

Chair Sykes moved to approve Permit Application #OTR from UEC. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Permit Application #OTQ to Build in Right-of-Way, LS Networks, Inc.

Mike Haugen

Mr. Haugen said LS Networks needed to fix communication wire on Tower Road because there have been issues with farming equipment bringing it down. Mr. Haugen provided additional details and noted the minimum height listed on the application would be changed from 36' to 38'.

Commissioner Wenzholz moved to approve Permit Application #OTQ from LS Networks, Inc. Chair Sykes seconded. Vote: Unanimous approval.

Process After Closing Date for Commissioner Position 1

The Commissioners decided three of the six applicants would be asked to provide a presentation February 8th and the Board would make a decision February 15th.

Commissioner Wenzholz moved to invite Gus Peterson, Roy Drago Jr. and Mike McNamee to the February 5th Board of Commissioners Meeting to provide a five-minute presentation on their qualifications and why they want the position, and for a brief question and answer session from the Commissioners. Chair Sykes seconded. Vote: Unanimous approval.

Department Reports

- The Sheriff's Office Monthly Report was provided by Administrative Lieutenant Melissa Camarillo
- The Assessment & Tax Quarterly Report was provided by Mr. Gorman
- The Accounts Payable Report was provided by Mr. Ince

Correspondence

- Letter from Margaret Hoffman, State Director, Rural Development, U.S.D.A. offering an opportunity for the County to submit comment regarding True Organic Products, Inc.'s grant application. After discussion, Ms. Mabbott was asked to provide a draft letter for next week's meeting stating the County was generally in favor of the application but to also note the necessary land use permits for expansion had not been filed with the Planning Department.

Commissioner Reports: Brief reports were provided

Signing of Documents

Adjourned: 10:15 a.m.

Morrow County Board of Commissioners Meeting Minutes
February 8, 2023
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Roberta Lutcher, Sandi Pointer, Corey Sweeney, Ben Tucker, Gus Peterson, Mike McNamee, Roy Drago Jr., John Bowles, Brian Snyder, Gina Wilson, Tamra Mabbott, Chris Brown, Mark Browning, Jordan Standley, Justin Nelson, Mike Gorman, Greg Close, Robin Canaday, Aymie Haslam

Present Via Zoom

Kelsey Crocker, Karen Pettigrew, Paul Gray, D. Orid, Erika Lasater, Stephen Wreccsics, SaBrina Bailey-Cave, Brandi Sweeney, Rick Stokoe, Alexandra Hobbs, Linda Skendzel, Christy Kenny, Ray Akers, Eric Kodesch, Lisa Mittelsdorf, Ethan Salata, Deona Siex, Bill Saporito, Shelby Gartside, Glen Diehl, Katie Imes, Kandy Boyd, Debbie Radie, Yvonne Morter, Jennifer Jenck, Kirsti Cason, David Lawlor, Jasmine Garcia

Call to Order, Pledge of Allegiance & Introductions: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

1. *Minutes: November 9, 2022*
2. *Beneficiary Agreement – Willow Creek Terrace Assisted Living to receive a one-time disbursement of \$150,000 in American Rescue Plan Act/Coronavirus State and Local Fiscal Recovery Funds to mitigate financial hardships due to the COVID-19 pandemic*

Chair Sykes seconded. Vote: Unanimous approval.

Public Hearing: Planning & Zoning Map Amendment to Add a New Rock Quarry to the Goal 5 Inventory; Applicant: Morrow County Public Works

Tamra Mabbott, Planning Director

Eric Imes, Public Works Director

Chair Sykes opened the Public Hearing at 9:04 a.m., called for potential conflicts of interest, and described how to offer testimony.

Commissioner Wenholz said, for the record, he was on the Planning Commission when it was recommended this be advanced to the Board of Commissioners. Ms. Mabbott said she checked with land use counsel and he did not see any conflict.

Chair Sykes called for the Staff Report, which was provided by Ms. Mabbott. She also said today was considered as the first reading, with the second reading to take place March 15th, with an effective date of June 15th. Chair Sykes then called for input from the applicant, which was offered by Public Works Director, Eric Imes. Chair Sykes asked if there were any others in favor of the application who wanted to speak. Hearing none, he called for anyone in opposition to the application or anyone with questions or concerns to speak. Hearing none, he closed the Public Hearing at 9:13 a.m. for the Board to deliberate.

Commissioner Wenholz moved to adopt the Findings and approve the Comprehensive Plan Amendment, the Zoning Map Amendment and the Conditional Use Permit Application. Chair Sykes seconded. Vote: Unanimous approval.

Ms. Mabbott clarified the second reading would be February 22nd and that the dates were listed correctly in the Findings and draft Ordinance.

Business Items

Update from Blue Mountain Community College

Mark Browning, President

Mr. Browning said he had a big thank you for Morrow County because it was in the lead for dual credit enrollments for high school students. There were 211 from Morrow County and Riverside High School was the leading contributor. These numbers were up significantly year-to-year, and overall enrollment was up slightly from Winter Term 2022 to Winter Term 2023.

Mr. Browning said the funds Morrow County disbursed from the unanticipated Amazon funds were used to save a program in Morrow County that was going to close. The program was retooled and is working well in customized workforce training through the BMCC Morrow County Workforce Training Center in Boardman. He also discussed efforts to close the distance barrier for some students. Those efforts include improving online connectivity; and bringing training programs to people and locations. He said they've been taking equipment simulators in enclosed trailers to various locations. Mr. Browning introduced Chris Brown, Morrow County's elected representative on the BMCC Board of Education. A brief question and answer session with the Commissioners took place.

Presentations from Commissioner Position 1 Candidates

Gus Peterson, Roy Drago Jr., Mike McNamee

The Board heard presentations from each of the candidates who applied for Commissioner Position 1. They were then asked a series of questions by the Commissioners. Chair Sykes explained the Board would make the selection on February 15th and the new Commissioner would attend his first meeting as Commissioner on February 22nd.

Position Reclassification and New Employee Requests

Lindsay Grogan, Human Resources Director

Ms. Grogan said Department Directors and Elected Officials would present their own requests. The Board opted to hear the requests, take them under consideration for one week, and then decide what will be forwarded to the Budget Committee at the February 15th BOC Meeting.

Sheriff John Bowles requested to reclassify one Dispatcher position to a Civil Deputy position. He also requested three new Patrol Deputies.

According to the spreadsheet provide in the Agenda Packet by HR*, the budget impact for the reclassification: \$240 per month; and for the three new Patrol Deputies: \$459,585.

*(Note: the totals include salary and benefits, in most cases.)

Kevin Ince, Finance Director, requested the Accounting Clerk be reclassified to Accounting Technician. The spreadsheet from HR listed the budget impact as \$346 per month.

Greg Close, Parks General Manager, requested an additional Park Ranger. The total cost for this position, according to the spreadsheet: \$95,363. Mr. Close noted Park employees are grant funded.

Sandi Pointer, Public Works Management Assistant, requested a Janitor position be added to replace those services currently provided by a contractor. She said the County pays about \$120,000 for the janitorial contract and a full-time employee with benefits would be below that. Total cost listed in the spreadsheet: \$81,736.

Eric Imes, Public Works Director, requested a new Administrative Assistant. Total cost listed in the spreadsheet: \$87,860.

Corey Sweeney, Weed Coordinator, requested a part-time Assistant Pesticide Applicator. Total cost listed in the spreadsheet: \$24,397-\$26,237.

Judge Glen Diehl requested to change the part-time Court Clerk I to full-time. Total difference listed in the spreadsheet: \$38,470.

Mike Gorman, Assessor/Tax Collector, requested to promote the Assessment & Tax Office Clerk to Assessment & Tax Office Specialist. Total difference listed in the spreadsheet: \$2,816.

Mr. Gorman also requested an additional Appraiser I. Total listed in the spreadsheet: \$100,862-\$106,182.

Robin Canaday, Public Health Director, requested to add a Health Equity Coordinator. Total listed in spreadsheet: \$111,674-\$121,647. Ms. Canaday explained this will be funded by a grant from the Oregon Health Authority through June 30th. OHA staff have discussed further grants for the next grant biennium but they haven't come forward with specifics, she said. Mr. Ince commented the County had not received the funds yet, nor any agreement or amendment from OHA, which meant there was no mechanism in place for reimbursement.

Ben Tucker, Manager, Morrow County Transit/The Loop, requested to add a part-time Transit Driver II position. Total listed in the spreadsheet: \$16,607.

Spreadsheet Total for All Requests: \$899,936

County Phone System Replacement Procurement

Kevin Ince, Finance Director

Jordan Standley, IT Director

Mr. Ince explained these costs were budgeted and were within appropriations. He said he and Mr. Standley followed intermediate procurement processes in obtaining bids and in making the recommendation to the Board.

Mr. Standley said the system they recommended would be owned by the County and IT would support it. The other bidders were for hosted systems and he said it was prudent to leverage the County's IT Department to support the system. Discussion.

Commissioner Wenholz moved to authorize the IT Department to proceed with procurement of the CrossTalk phone system, as recommended. Chair Sykes seconded. Vote: Unanimous approval.

Ordinance No. ORD-2023-2: Changing BOC Meetings to the First & Third Wednesdays

Justin Nelson, County Counsel

Mr. Nelson said the Ordinance changed regularly scheduled BOC Meetings from four per month to two; updated County Court references to Board of Commissioners; and allowed for locations to alternate to different cities and locations.

Commissioner Wenholz said the intention going forward was to hold the meetings on the first Wednesday in Heppner and the third Wednesday in Irrigon but he understood the flexibility in the verbiage. Unless circumstances warranted a change, this will be the normal rotation, he said.

Commissioner Wenholz moved to approve Ordinance No. ORD-2023-2: An Ordinance Setting Meeting Schedule for the Morrow County Board of Commissioners. Chair Sykes seconded. Vote: Unanimous approval.

Wheatridge East Wind, Amended Strategic Investment Program Agreement (SIP), Increase 450 MW to 500 MW

Aymie Haslam and David Lawlor with NextEra Energy reviewed the requested changes. They included the increase from 450 MW to 500; increase the number of towers yet to be built from 150 to 200; and all 500 towers will now be in Morrow County instead of some being in Umatilla County.

Mr. Gorman said this was the second amendment to the original SIP and the amendment will apply to the remaining years of the 15-year agreement and will not extend it.

Mr. Nelson said the annual fiscal impact to the County will mean an increase of \$400,000.

Commissioner Wenholz moved to approve the Amendment to the Amended and Restated Oregon Strategic Investment Program Agreement for East Wind Portion of Wheatridge Facilities. Chair Sykes seconded. Vote: Unanimous approval.

Request to Issue a Request for Proposals for Labor Attorney Services

Lindsay Grogan, HR Director

During the discussion, Chair Sykes noted there was no particular reason for issuing an RFP now, except that no contract or agreement can be found for the current labor attorney who has been providing those services since the 1980s.

Commissioner Wenholz moved to approve the issuing of a Request for Proposals for Employment/Labor Attorney Services. Chair Sykes seconded. Vote: Unanimous approval.

Department Reports

- The Probation & Parole Semi-Annual Report was presented by Gina Wilson, P&P Officer
- The Tourism Semi-Annual Report was provided by Karie Walchli, Contracted Tourism Consultant
- The Finance Department Quarterly Report was provided by Mr. Ince
- The written Treasurer's Monthly Report was reviewed, as submitted by Jaylene Papineau
- The Planning Department Monthly Report was provided by Director Tamra Mabbott

Correspondence

- Flyers for three "Goal 9: Economic Development" Townhall Meetings in Heppner, Lexington and Ione. The meetings will be facilitated by Points Consulting in partnership with the Morrow County Planning Department

Commissioner Reports

- Chair Sykes said an Interim Administrator was hired and her first day will be February 15th. He said he hoped everyone would give Roberta Vanderwall a nice Morrow County welcome.

Signing of Documents

Adjourned: 12:20 p.m.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Solid Waste North County Franchisee, Waste Connection, Inc. DBA Sanitary Disposal Services LLC Had presented an increase of the solid waste rate schedule for their customer base. Following the Solid Waste management Ordinance, it is to be presented to the Solid Waste administrator Eric Imes and he is to recommend accepting or denying the request to the Solid Waste Advisory committee at their next scheduled meeting. Discussion with Kevin Miracle took place at the Solid Waste Advisory meeting held on 01/24/2023 with review by the Solid Waste advisory and Eric Imes the administrator recommends the rate increase which is an average of 10.78% to the Advisory Committee. The Advisory Committee accepted the rate increase and recommend to adopt the rate increase.

Please find included...

Ordinance Rate Standards 7.050 giving direction.

Waste Connection, Inc. letter Request for increase.

Letter from Solid Waste Administrator.

2. FISCAL IMPACT:

Impact would be an increase in fee's for hauling the drop boxes. These are covered with G/L Code 101.122.5.20.2215 - Historically had ran the County \$11,500. a year and with the 10.78% would raise it to \$12,739.7 for the year.

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

Motion to accept the rate increase from Waste Connection, Inc DBA Sanitary Disposal, Inc. And sign order to do so for affective date March 01, 2023

Attach additional background documentation as needed.



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

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

Eric Imes
Public Works Director

Sandi Pointer
Management Asst.

Mike Haugen
Assistant Road Master

Kirsti Cason
Administrative Asst.

01/23/2023

SWAC Committee

RE: Rate adjustment Waste Connections (Sanitary Disposal, Inc.)

Upon further review of the solid waste collection rate increase proposal that Kevin Miracle District Manager with Sanitary Disposal, Inc. presented to the Solid Waste Manager and the Administrator of Morrow County Solid Waste, on January 23, 2023, I approve the requested rate increase. The proposed schedule will raise the collection rate of 10.78%. The effective date of implementation is approximately March 1, 2023. Improvement in the quality of equipment and services, increased fuel costs, and correcting previous undervalued services is imperative to align good competitive wages for staff. Thank you for your time and efforts in this matter. We appreciate the support of Waste Connections, Inc. and want to continue a long good-standing relationship with them.

Enclosed you will find the proposed rate increase and their supporting documents for Morrow County.

Sincerely,

Eric L. Imes

Eric Imes

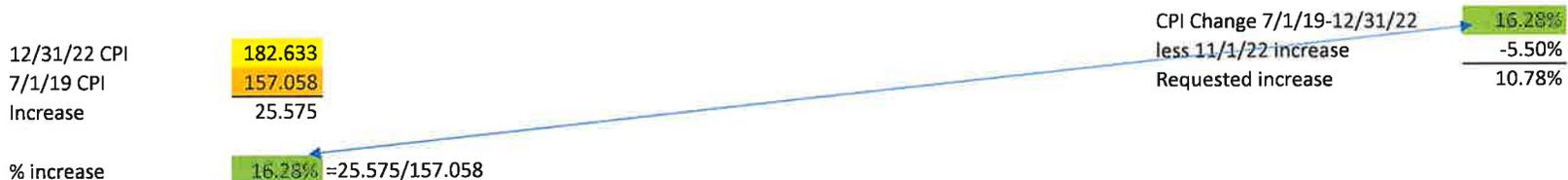
Public Works Director

Solid Waste Administrator.

**CPI for Urban Wage Earners and Clerical Workers (CPI-W)
Original Data Value**

Series Id: CWURN400SA0,CWUSN400SA0
Not Seasonally Adjusted
Series Title: All items in West - Size Class B/C, urban wage earners
Area: West - Size Class B/C
Item: All items
Base Period: DECEMBER 1996=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	138.578	139.050	140.393	140.819	141.083	140.598	139.752	140.055	140.649	140.914	140.268	139.747	140.159	140.087	140.231
2013	139.818	141.035	141.541	141.812	141.836	141.763	141.937	142.227	142.228	141.889	141.689	141.693	141.622	141.301	141.944
2014	141.945	142.148	142.917	143.174	144.413	144.661	144.681	144.470	144.528	144.061	142.982	142.148	143.511	143.210	143.812
2015	141.397	142.301	143.435	143.984	145.136	145.022	144.634	144.490	144.186	143.771	142.911	142.719	143.666	143.546	143.785
2016	143.277	143.283	143.516	144.697	145.597	145.569	145.499	145.423	145.726	145.974	145.616	145.354	144.961	144.323	145.599
2017	145.963	146.832	147.298	148.137	148.451	148.548	148.395	148.925	149.763	150.115	149.777	149.595	148.483	147.538	149.428
2018	150.288	150.911	151.404	152.203	153.069	153.440	153.326	153.625	153.998	154.611	154.456	153.954	152.940	151.886	153.995
2019	153.891	154.110	154.618	156.127	157.226	157.258	157.058	157.134	157.260	158.185	158.047	157.908	156.569	155.538	157.599
2020	157.939	158.459	158.553	158.168	157.584	158.229	159.255	160.249	160.629	160.841	160.702	160.507	159.260	158.155	160.364
2021	160.888	161.823	163.169	165.227	167.158	169.071	169.901	170.186	170.528	171.846	172.916	173.533	168.021	164.556	171.485
2022	175.052	176.760	179.210	180.584	182.269	184.457	184.879	184.964	185.435	186.999	186.153	184.829	182.633	179.722	185.543



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

In the Matter of Rate Increase for Solid Waste)
Collection by Waste Connections of Oregon,) ORDER No. OR-2023-2
Doing Business as Sanitary Disposal)

WHEREAS, Waste Connections of Oregon, Inc., doing business as Sanitary Disposal (Sanitary Disposal), has proposed to increase its solid waste collection rates in Morrow County Zone #1; and

WHEREAS, the proposed rate increases are as set forth in Exhibit A attached hereto; and

WHEREAS, Section 7.050 of the Morrow County Solid Waste Management Ordinance sets forth procedures for adjustment of existing rates; and

WHEREAS, Eric Imes, Morrow County Public Works Director and Solid Waste Administrator, recommended approval of the proposed rate increase by the Solid Waste Advisory Committee; and

WHEREAS, the Solid Waste Advisory Committee reviewed and recommended approval of the rate increase proposed by Sanitary Disposal, Inc., on January 24, 2023; and

WHEREAS, the proposal and recommendations were presented to the Morrow County Board of Commissioners on February 15, 2023; and

WHEREAS, the Morrow County Board of Commissioners held a public hearing regarding the rate increase on February 15, 2023; and

WHEREAS, based on the written request with justification for the rate increase by Sanitary Disposal, the investigation and recommendation of the Administrator, and the findings and recommendations of the Solid Waste Advisory Committee, the Morrow County Board of Commissioners finds that the proposed rate increase is appropriate; and that the effective date would be March 1, 2023.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Morrow County Board of Commissioners adopts the proposed rate increase for solid waste collection by Sanitary Disposal, as set forth in Exhibit A attached herein; and
2. The rate increase shall be effective March 1, 2023.

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

David Sykes, Chair

Jeff Wenholtz, Vice Chair

Vacant, Commissioner Position 1

Dated

Approved as to Form:

Justin Nelson
OSB #074460
Morrow County Counsel

Exhibit A - 1

Waste Connections of Oregon, Inc. dba Sanitary Disposal Proposed Morrow County Rates Effective March 1, 2023

SERVICE	CURRENT RATE	4.44%	10.78%	TOTAL INCREASE	NEW RATE
		TOTAL LF INCREASE	BUSINESS INCREASE		
RESIDENTIAL					
ROLLCARTS					
Weekly- 35 Gal Cart					
- (1) cart	\$12.29	\$0.08	\$1.12	\$1.21	\$13.50
- (1) cart Senior Rate	\$10.55	\$0.08	\$0.94	\$1.02	\$11.57
Weekly- 90 Gal Cart					
- (1) cart	\$18.04	\$0.22	\$1.42	\$1.64	\$19.68
- (2) carts	\$36.08	\$0.43	\$2.84	\$3.27	\$39.35
COMMERCIAL					
CANS/ROLLCARTS					
Weekly- 35 Gal Cart					
- (1) cart	\$12.29	\$0.08	\$1.12	\$1.21	\$13.50
Weekly- 90 Gal Cart					
- (1) cart	\$22.84	\$0.22	\$1.94	\$2.15	\$24.99
- (2) carts	\$45.68	\$0.43	\$3.88	\$4.31	\$49.99
- (3) carts	\$68.52	\$0.65	\$5.82	\$6.46	\$74.98
CONTAINERS					
(1) 1 1/2 Yd Container					
- Once a week	\$76.70	\$0.58	\$6.85	\$7.43	\$84.13
- Twice a week	\$144.90	\$1.17	\$12.78	\$13.95	\$158.85
(2) 1 1/2 Yd Containers					
- Once a week	\$153.40	\$1.17	\$13.70	\$14.87	\$168.27
(3) 1 1/2 Yd Containers					
- Once a week	\$230.10	\$1.75	\$20.55	\$22.30	\$252.40
(1) 2 Yd Container					
- Once a week	\$99.33	\$0.78	\$8.82	\$9.59	\$108.92
- Twice a week	\$188.58	\$1.56	\$16.55	\$18.10	\$206.68
(2) 2 Yd Containers					
- Once a week	\$198.66	\$1.56	\$17.63	\$19.19	\$217.85
- Twice a week	\$377.16	\$3.11	\$33.09	\$36.20	\$413.36
(3) 2 Yd Containers					
- Twice a week	\$565.74	\$4.67	\$49.64	\$54.31	\$620.05
RECYCLING CONTAINERS					
- (1) Recycling Container Once/wk	\$11.39	\$0.00	\$1.23	\$1.23	\$12.62
- (2) Recycling Containers Once/wk	\$22.79	\$0.00	\$2.46	\$2.46	\$25.25

Exhibit A - 2

DROP BOXES

- Delivery Fee- Per Hour	\$78.18	\$0.00	\$8.43	\$8.43	\$86.61
- Minimum delivery fee	\$42.20	\$0.00	\$4.55	\$4.55	\$46.75
- Haul Fee	136.83	\$0.00	\$14.76	\$14.76	\$151.59
- Disposal Fee					
- Per Cubic Yard	\$6.33	\$0.17	\$0.28	\$0.45	\$6.78
- Per Ton	\$26.19	\$1.16	\$0.00	\$1.16	\$27.35
- Demurrage per day after 7 days	\$4.59	\$0.00	\$0.49	\$0.49	\$5.08

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

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

The purpose of this presentation is to provide a regular update on the Morrow County Broadband Action Team to the Board, and introduce the concept of an ORS 190 intergovernmental agreement to formalize the structure of the Broadband Action Team.

Though I will not be asking for the adoption of an ordinance, I am requesting that the County consider the idea of being one of two forming parties to the agreement, along with the Port of Morrow. The attached sample agreement is a draft to provide a sense of what such an agreement may look like, and should not be considered a document ready for legal review.

The official request will be to schedule a joint work session with the Port of Morrow to occur within the two weeks following the 2/15 Board of Commissioners Meeting.

2. FISCAL IMPACT:

To Be Determined

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

Initiate the scheduling process for a joint work session with the Port of Morrow, entitled "Overview and Joint Strategy Session for Potential Broadband ORS 190 Intergovernmental Agreement" within a two week period.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR JOINT MANAGEMENT OF BROADBAND NETWORK

This Intergovernmental Agreement for the Morrow County Broadband Action Team Public Improvement Consortium (this "Agreement") is made and entered into on _____, 2023, but made effective for all practical purposes as of _____, 2023 (the "Effective Date"), between _____, an Oregon _____, and Morrow County ("County"), a political subdivision of the State of Oregon.

RECITALS:

A. Parties desire to promote economic development within Morrow County, surrounding communities, and their respective jurisdictions by developing a digital broadband network comprising a combination of publicly-owned, privately-owned, or leased assets. Parties desire the digital broadband network to be reliable and provide affordable broadband services throughout Morrow County.

B. Parties find that the development of a reliable and affordable broadband network necessitates the establishment of an intergovernmental entity under ORS chapter 190, which intergovernmental entity will provide centralized ownership, management, and control of the network and associated property, plant, and equipment. **This intergovernmental entity will be a legal entity separate and distinct from the Parties.** The intergovernmental entity will be responsible for evaluating, approving, and providing logistical assistance in the execution of broadband projects, including, but not limited to, determining the feasibility and requirements of proposed projects, sources of funding for the projects, and assisting and managing the completion of projects.

C. This Agreement is made by the Parties pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

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

1. **Definitions.** Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.

2. **Morrow County Broadband Action Team Public Improvement Consortium.**

2.1 **Formation; Responsibility.** The Parties hereby create the Morrow County Broadband Action Team Consortium ("Consortium"), an intergovernmental entity created pursuant to ORS chapter 190. Consortium will have responsibility and authority to (a) plan for and study the best method(s) to design, construct, own, operate, and/or maintain the Network and future telecommunications infrastructure for the benefit of the Parties and their respective citizens, other governmental entities, and public and private health and safety organizations; (b) own, manage, control, and operate the Network (and any digital systems obtained by Consortium) and all associated Network traffic, software management, maintenance costs, and connections to public buildings; (c) provide a forum for communication and consultation among the Parties and provide an opportunity for a cooperative and equitable sharing of expenses, data, expertise, experience, and plans between the Parties; (d) modernize telecommunications infrastructure within the jurisdictions of each Party to ensure sufficient and efficient capacity, speed, resilience, scalability, and access to Consortium's residents; (e) receive funds necessary to manage and operate the Network and Consortium; (f) acquire such additional tangible and intangible assets as are deemed necessary or appropriate to fulfill the other purposes of Consortium; (g) approve and evaluate proposed Projects, (h) assist and coordinate necessary logistics to execute approved Projects

(including functions related thereto), and (i) subject to the terms of this Agreement and/or ORS chapter 190, perform such other responsibilities as may be assigned by the Parties from time to time. Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Consortium will have the following general powers: (y) adopt, through action of the Board, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of Consortium and/or this Agreement; and (z) perform and exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190, which are necessary and/or appropriate to perform (or cause to be performed) the Services.

2.2 Purpose. Consortium's purposes include, without limitation, the following: (a) stimulating economic recovery and revitalization for each Party by pooling resources and enabling increased efficiency for each Party to complete the Projects; (b) plan for the most effective and efficient use of combined resources to complete the Projects; (c) recruit, select, and employ the Managing Director; (d) provide a forum for communication and consultation among the Parties and provide an opportunity for a cooperative and equitable sharing of expenses, resources, data, expertise, and experience of each unit of local government; and (e) carry out such other necessary and/or appropriate responsibilities and functions identified by the Parties from time to time.

2.3 Party Responsibilities. In addition to all other Party responsibilities contained in this Agreement, including, without limitation, the cost-sharing obligations described in Section 5, each Party will (a) require that each Party's Board member provide the Party's respective governing body with regular updates regarding the Consortium's activities and the Services and (b) host any required Board and/or community meetings from time to time.

2.4 Office; Equipment. Consortium's initial office space(s), equipment, and furnishings are located at _____) and generally consist of office equipment and furniture.

3. Board of Directors.

3.1 Membership. Consortium will be governed by a board of directors consisting of five members (the "Board") with two standing board positions and three at-large positions [with specific representation if desired]. The governing body of each Party will appoint one of its elected [or public] officials to serve as a Board member filling one of the two standing positions. The remaining two at-large Board members will be appointed by unanimous vote of the standing members. The standing board members will represent his or her appointing Party. If a standing Board member vacates his or her position, the governing body of the Party that appointed the departed Board member will fill the vacancy. Each fiscal year the Board will elect a chairperson and vice-chairperson from its membership, each of whom will serve a one-year term; provided, however, no member will serve more than one year as chairperson in any four-year period. The chairperson will preside at all meetings of the Board and perform such other duties prescribed by the Board from time to time.

3.2 Meetings. A majority of the then-appointed Board members will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence (approval) of a quorum is necessary to decide any question before the Board. Each Board member will be entitled to vote on all Board decisions, subject to applicable Laws. Regular meetings of the Board will be held no less than twice per fiscal year on such day(s), time(s), and place(s) determined by the Board. Subject to applicable Law, special meetings (with at least five days' prior notice) and emergency meetings may be called by the chairperson or two or more Board members. All Board meetings are subject to Oregon's Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order will govern all procedural matters.

3.3 Authority. Subject to any limitations set forth in this Agreement and/or ORS chapter 190, the Board will have the authority and responsibilities set forth in this Agreement, including, without limitation, the following:

3.3.1 The Board will have the general authority to perform the following: (a) oversee and have full responsibility for all matters pertaining to Consortium's operations; (b) review and approve Consortium's budget pursuant to applicable Law, including, without limitation, ORS 294.900 – ORS 294.930 (to the extent applicable); (c) approve capital purchase requests if not previously approved in the Budget; (d) review performance concerning the implementation of Consortium's policies and the Budget; and/or (e) carry out such other activities as are necessary, required, and/or implied to accomplish Consortium's purposes, this Agreement, and/or as provided in ORS chapter 190.

3.3.2 Without otherwise limiting the generality of Section 3.3.1, the Board will (a) recruit and select the Managing Director; (b) establish a job description, salary, and budget for the Managing Director; (c) receive and review reports from the Managing Director concerning the Consortium's Projects and ancillary operations and duties; (d) approve expenditures for Consortium assets for the benefit of all Parties; and (e) prepare and provide each Party with a monthly financial report consisting of an accounting of Consortium funds. Notwithstanding anything contained in this Agreement to the contrary, the Board will not have the authority to perform the following: (x) commit the taxing authority or general funds of any Party's governing body; (y) impose ad valorem property taxes; and/or (z) expend (or cause the expenditure of) funds in excess of (or inconsistent with) the Budget.

3.3.3 Except as otherwise provided in this Agreement and/or ORS chapter 190, Consortium will have the authority to act in the interest of the Parties to oversee and direct operation of the Network and such other responsibilities as may be assigned by the Parties from time to time. Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Consortium will have the following general powers: (a) purchase, own, hold, appropriate, and/or condemn land, property, facilities, and/or right-of-way either in Consortium's name or in the name of individual Parties in furtherance of the construction, ownership, operation, and/or maintenance of the Network; (b) enter into agreements with other public and/or private entities for the purpose of design, construction, ownership, operation, and/or maintenance of the Network; (c) issue, sell, and/or otherwise dispose of bonds, securities, and/or other forms of indebtedness, including, without limitation, the power to raise revenue bonds under ORS chapter 287A; and (d) exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190, which are necessary and/or appropriate to carry out the purposes of Consortium and/or this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Consortium will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's appointed Board member.

3.3.4 Parties hereby adopt the Bylaws of Morrow County Broadband Action Team attached hereto as Exhibit A (the "Bylaws").

4. Consortium; Managing Director.

4.1 Responsibilities; Costs. Subject to the terms and conditions contained in this Agreement, Consortium will be responsible for, and is hereby empowered to take, all actions necessary and/or appropriate to support Consortium's operations and its affairs in accordance with this Agreement and all Board policies. Without otherwise limiting the generality of the immediately preceding sentence, Consortium will provide and/or perform the following: (a) employ and terminate the Managing Director subject to and in accordance with Consortium's policies and procedures; (b) enter into contracts subject to and in accordance with this Agreement, the Laws, and all Board policies (including, without limitation, all applicable public contracting rules and procedures); and (c) carry out such other necessary and/or appropriate responsibilities and functions that the Board may impose from time to time.

4.2 Managing Director.

4.2.1 Consortium will employ the Managing Director. Consortium will pay all compensation, benefits, taxes, costs, and expenses arising out of or resulting from Consortium's employment of

the Managing Director, including, without limitation, vacation, sick leave, holidays, social security, unemployment benefits, contributions to any applicable employee retirement programs, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance (all to the extent applicable).

4.2.2 The Managing Director will report to the Board and be subject to the general direction and control of the Board. Subject to the terms and conditions contained in this Agreement, the Managing Director will perform those Managing Director services set forth in the attached Schedule 4.2.2 the "Services"). The Managing Director will (a) consult with and advise the Board on all matters concerning the Services reasonably requested by the Board, (b) communicate all matters and information concerning the Services to the Board and perform the Services under the general direction of the Board, (c) devote such time and attention to performance of the Services as is necessary or appropriate, and (d) perform the Services to the best of the Managing Director's ability in accordance with this Agreement and the Managing Director's letter of employment with Consortium.

4.2.3 Subject to the terms and conditions contained in this Agreement, Consortium is responsible for all personnel matters concerning the Managing Director, including, without limitation, compensation, benefits, standards of service, discipline, performance of duties, working hours, termination, and employment. The Managing Director will not be entitled to any wages and/or benefits which accrue to employees of the Parties, including, without limitation, unemployment benefits, contributions to the Public Employees Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance. Consortium employees (including, without limitation, the Managing Director) are not employees of the Parties.

5. Budget; Contributions; Ownership; Accounting.

5.1 Operating Budget. In accordance with and subject to the Laws, including, without limitation, applicable Oregon Local Budget Law provisions, Consortium may make expenditures for the acquisition, purchase, and/or lease of materials, services, supplies, facilities, personnel, and/or equipment as may be necessary or appropriate to carry out the purposes of Consortium and/or this Agreement. Expenditures will not exceed funds appropriated for the specific purposes and will be made in accordance with applicable Law. The Managing Director will prepare, develop, and recommend Consortium's annual operating budget (the "Budget") for the Board's review and approval. Consortium will adhere to the fiscal year budget preparation cycle and will endeavor to adopt its annual budget in May or June each year. The budget period will be on a fiscal year basis beginning on July 1 each year and ending on the immediately following June 30.

5.2 Contributions. Subject to the terms and conditions contained in this Agreement, Consortium's activities, including, without limitation, employment of the Managing Director, will be funded in equal parts through the cost-sharing formula/Parties' annual contributions (each a "Contribution") identified in the Contribution Schedule attached hereto as Schedule 5.2 (the "Contribution Schedule"). The Contribution Schedule will be reviewed by the Board no less than annually and will be based on the then-applicable Budget. The Parties may increase or decrease the total Contribution amount from time to time if and when the Board determines necessary or appropriate. Any increase in the total Contribution amount will be proportionally borne by all Parties consistent with the Contribution percentages identified in the Contribution Schedule.

5.3 Payment; Consortium Funds. Each Party will timely pay its Contribution amount and its share of Operating Expenses based on the then-applicable Contribution Schedule. In September each year, Consortium will invoice each Party for the Party's Contribution amount. Each Party will pay the amount due under each invoice within thirty (30) days after the Party's receipt of the invoice. Consortium will maintain one or more bank accounts dedicated to the purpose of recording financial transactions specific to Consortium activities. Funds contributed in accordance with Section 5.2 will be maintained in Consortium accounts. Consortium funds will not be commingled with any Party funds (and will be maintained in accounts separate from any Party accounts).

5.4 Payment; Non-Agency Employee; Consultants. The time of a Borrowed Employee will be expensed to the Project Sponsor at the Borrowed Employee fully-burdened charge-out rate based on a pre-approved Task Order. Consortium shall bill Project Sponsor monthly for Borrowed Employee's time and reimburse the Party employing the Borrowed Employee. The expense for time and materials of any consultant under contract with the Consortium who performs work for a Project Sponsor will be expensed and billed monthly to the Projects Sponsor.

5.5 Project Ownership. Any tangible asset created through a Community Development Project will be owned and operated by the Project Sponsor.

5.6 Accounting. In September each year, Consortium will complete an accounting of Consortium expenditures during the immediately preceding fiscal year. If Consortium's accounting determines that the Contributions identified in Contribution Schedule were insufficient to cover Consortium's expenditures during the immediately preceding fiscal year, each Party will pay the unpaid balance (on a proportionate basis consistent with the Party's percentage identified in the Contribution Schedule) within thirty (30) days after the Party's receipt of notice from Consortium. Subject to the Laws, revenues received in excess of the budgeted cost of operation will be reinvested in the provision of additional services by Consortium, held in a reserve account for future needs, and/or otherwise used as determined by Consortium. Revenues in excess of operational costs may also be returned to the Parties when such action is made a part of Consortium's adopted budget.

6. Insurance; Indemnification; Relationship.

6.1 Consortium Insurance. Consortium will obtain and maintain adequate insurance to cover Consortium's operations. Without otherwise limiting the generality of the immediately preceding sentence, Consortium will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consortium's operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Board, will list each Party (and each Party's Representatives) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Board may increase the minimum levels of insurance Consortium is required to carry under this Agreement so that Consortium's insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300).

6.2 Consortium Indemnification. To the fullest extent permitted under applicable law, Consortium will defend, indemnify, and hold the Parties and their respective Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Consortium's operations.

6.3 Party Indemnification. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold Consortium and the other Parties (and their respective Representatives) harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the Party's breach and/or failure to perform the Party's obligations contained in this Agreement. Each Party will retain all immunities and privileges granted by the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300) and all other statutory rights granted because of the Party's status as a public body or agency.

6.4 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Consortium (or the Board) will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's appointed Board member.

7. Term; Termination.

7.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until **June 30, 2033** (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for one or more term(s) of one year each, unless sooner terminated in accordance with this Agreement. Commencing on or about July 1, 2024, and continuing on or about the same day each year thereafter during the term of this Agreement, the Parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the Parties' written agreement. Notwithstanding anything contained in this Agreement to the contrary, the Parties may terminate this Agreement by the Parties' written agreement.

7.2 Voluntary Withdrawal by a Party. Any Party may elect to terminate its participation in this Agreement (and the Consortium) by providing six months' prior written notice to the chairperson, each member of the Board, and the governing body of each Party. Withdrawal will be effective at 11:59 PM of the June 30 that is no less than six months after the date of such notice. The withdrawing Party will continue to pay its share of, and/or be responsible for, its Contribution amounts and will defend, indemnify, and hold Consortium and the remaining Parties harmless for, from, and against those financial responsibilities and obligations attributable to the withdrawing Party and/or accruing prior to the effective date of the withdrawing Party's withdrawal. Termination of this Agreement does not relieve any Party from its obligations incurred prior to the effective date of termination.

7.3 Dissolution.

7.3.1 If all then-parties to this Agreement agree to terminate this Agreement and dissolve Consortium, the dissolution motion will provide an estimated timeline for the dissolution and will name three Board members (the "Dissolution Manager(s)") responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and will take immediate steps to permanently terminate and dissolve Consortium. These dissolution steps may include, without limitation, the following:

7.3.1.1 Providing written notice of Consortium's dissolution to the elected officials of each Party. This notice will include the proposed timeline for the dissolution and such other information the Dissolution Managers determined necessary or appropriate.

7.3.1.2 Notification of Consortium's dissolution to all neighboring agencies, all necessary state and federal agencies, and all partners.

7.3.1.3 Preparation of a budget document accounting for all Consortium funds, revenues, assets, and liabilities.

7.3.1.4 Payment of all Consortium debts and other financial responsibilities, including a final accounting of all debts and resources.

7.3.1.5 Payment and/or performance of those dissolution related tasks or responsibilities identified under Section 7.4.

7.4 Liquidation. Upon Consortium's dissolution, each Party on the date of dissolution will be responsible for its Contribution amount through the date of dissolution. Upon dissolution and subject to applicable law, (a) Consortium's cash, if any, will be distributed to each Party in proportion to each Party's Contribution percentage, (b) all remaining Consortium assets will be distributed in the manner agreed upon by the Parties, which may include, without limitation, the sale or transfer of Consortium's facilities and equipment, and (c) Consortium personnel and employees will be transferred or terminated subject to and in accordance with applicable Oregon law.

8. Miscellaneous.

8.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. Subject to the Laws, including, without limitation, ORS chapter 190, the Board may authorize a new party to join Consortium only if approved by the unanimous vote of the Board. The addition of an additional party may be accomplished by the new party taking the actions necessary under ORS chapter 190 and signing a copy of this Agreement, as amended, after approval of the additional member by the Board.

8.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in the preamble of this Agreement (or any other address that a Party may designate by notice to the other Parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

8.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the Original Agreement. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

8.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Morrow County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Morrow County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing Party will be entitled to recover from the losing Party(ies) its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

8.5 Legal Representation. The law firm of _____ (“Law Firm”) has been employed by the Morrow County Broadband Action Team to prepare this Agreement. Law Firm represents only the Morrow County Broadband Action Team in the negotiation and preparation of this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

8.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the Parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) written below, but made effective for all purposes as of the Effective Date.

an Oregon _____

Morrow County:
Morrow County,
a political subdivision of the State of Oregon

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

Dated: _____

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Consortium” has the meaning assigned to such term in Section 2.1.

“Board” has the meaning assigned to such term in Section 3.1.

“Borrowed Employee” means an employee of a Party who works on a Project for and within the incorporated limits of another Party.

“Budget” has the meaning assigned to such term in Section 5.1.

“Bylaws” have the meaning assigned to such term under Section 2.4.

“Community Development Project(s)” means an undertaking or activity of a Party to improve social, economic, physical, and environment well-being within that Party’s incorporated limits, but does not include a Housing Development Project.

“Contribution” has the meaning assigned to such term in Section 5.2.

“Contribution Schedule” has the meaning assigned to such term in Section 5.2.

“Dissolution Manager(s)” has the meaning assigned to such term in Section 7.3.1.

“Effective Date” has the meaning assigned to such term in the preamble.

“Housing Development Project(s)” means an undertaking or activity that is primarily concerned with the construction of new housing or the rehabilitation of existing housing within a Party’s incorporated limits.

“Initial Term” has the meaning assigned to such term in Section 7.1.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement and/or Consortium, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Law Firm” has the meaning assigned to such term in Section 8.5.

“Managing Director” means the Consortium employed Managing Director.

“Morrow County” means Morrow County, a political subdivision of the State of Oregon, whose address is 100 S. Court Street, Heppner, OR 97836.

“Network” means the broadband infrastructure necessary to establish and operate a digital network inside and through Morrow County, Oregon, including, without limitation, extending fiber optic lines along public rights of way, utility corridors, wireless infrastructure, fiber optic infrastructure, and all fiber connections to the premises constructed, operated by, and/or controlled by Consortium.

“Operating Expense(s)” means, subject to Section 5.3, all costs and expenses necessary or appropriate for operation of Consortium and/or the Network, including, without limitation, the following: (a) costs and expenses concerning the construction, installation, repair, maintenance, operation, improvement, and expansion of the

Network, which costs and expenses may include, without limitation, costs and expenses attributable to right-of-way, hub locations, permitting, pole attachments, purchase and installation of poles, wires, optical fiber cable, conduits, apparatus, anchors, vaults, fixtures, equipment, and other appliances and conductors; (b) costs and expenses necessary or appropriate to construct, purchase, develop, install, repair, and maintain facilities related to or concerning the Network; (c) costs and expenses incurred for necessary or appropriate professional services, including, without limitation, surveying, accounting, audits, legal, planning, design, construction, operations, maintenance, certification, testing, and otherwise; (d) costs and expenses for comprehensive liability, casualty, and other necessary or appropriate insurance policies; (e) costs and expenses related to physical and/or environmental requirements (e.g., cable routes, hardware locations, optoelectronics locations, outdoor plant, inside plant, and shared equipment locations), infrastructure protection (e.g., switching protection, route protection, back-up power options and equipment standby), shared components (e.g., transmitters, receivers, amplifiers, passive optical devices, cable design costs, and shared fiber optic lines); (f) all other costs and expenses necessary or appropriate for the construction, installation, repair, maintenance, and/or operation of the Network and/or Consortium.

“Party” or “Parties” means the Parties to this Agreement, individually and collectively.

“Port of Morrow” means _____.

“Projects” means Broadband Projects and associated public improvements undertaken by Consortium.

“Project Proposal” means a written request containing the specific scope and project background from a party to the Consortium to generate a Statement of Work for a proposed Project.

“Project Sponsor” means a party who submits a Project Proposal and executes a Task Order.

“Representative(s)” mean the officers, employees, volunteers, and authorized representatives of the identified person or Party.

“Services” has the meaning assigned to such term in Section 4.2.2.

“Statement of Work” means a document signed by the Party’s city manager and the Managing Director, which explains requirements, objectives, desired outcomes, proposed staff mix and budget estimate for the proposed Project.

“Task Order” means a contract between the Consortium and a Project Sponsor that provides the specific Project’s scope, cost, and schedule.

Exhibit A
Bylaws of Morrow County Broadband Action Team
(attached)

Schedule 4.2.2
Managing Director Services

Subject to the terms and conditions contained in this Agreement, the Managing Director will provide the following project services:

- I. General.
 1. Prepare an annual budget and present budget to the Board.
 2. If additional Consortium employees are approved by the Board, recruitment and hiring of additional employees.
- II. Project and Network Development.
 1. Concept Development. Assist private companies and the Parties with broadband concepts for proposed Projects.
 2. Pre-development Coordination. Facilitate initial planning/scoping meetings by pre-screening Projects to determine the types of permits, financing, and other necessary resources.
 3. Land Use and Development Planning. Assist private developers, providers, and individual stakeholders through the development process.
 4. Development Oversight and Risk Mitigation. Assist Parties with independent verification and validation that Projects meet the terms of their agreements to ensure Projects are implemented effectively and in compliance with approved plans.
 5. Capital Improvement Project Assistance. Assemble capital improvement projects groups by identifying the appropriate mix of public staff and professional consultants to assist each Party with strategic planning, capital improvement project management, capital finance, auditing, and regulatory compliance.
 6. Community Engagement. Execute Project strategic messaging and public information through project websites, social media, public meetings/stakeholder engagement, written materials, and radio broadcasts.
 7. Staff Assistance. Leverage the unique skillsets and staff capabilities of each Party to provide services to the Parties' communities.
 8. Professional Service Agreements. Issue bi-annual requests for qualifications for professional services firms and leverage existing contracts of each Party on behalf of all three Parties to select the optimal firm for a project.

Schedule 5.2
Contribution Schedule

Unless and until modified in accordance with this Agreement, each Party will make the contribution amount set forth below:

<u>Party</u>	<u>Contribution Amount</u>	<u>Percentage of Total Contribution</u>
Morrow County	\$X0,000	50%
Port of Morrow	<u>\$X0,000</u>	<u>50%</u>
Total Contribution	\$X0,000	100%



MORROW COUNTY BROADBAND ACTION TEAM

Entity Formation - Options

BACKGROUND & CONTEXT

- Current Rules of Engagement
 - Define mission and vision statement
 - Goals and principles
 - Meeting policies
 - Roles and responsibilities
 - Informal structure
 - Does not create an independent legal entity
 - Not eligible to apply for grant funding directly
-

ALTERNATIVE STRUCTURES

501(c)(3) v. 501(c)(4)

- 501(c)(4) is the social welfare organization public benefit corporation designation that includes 'Organizations Supported By Government.'
- Organizations exempt under IRC 501(c)(4) are generally allowed greater latitude than that allowed to organizations exempt under IRC 501(c)(3).
- There is no organizational test and there is no deadline on applying for exemption under IRC(c)(4).
- Organizations exempt under IRC 501(c)(4) may engage in germane lobbying activities without the restrictions imposed on IRC 501(c)(3) organizations.

ORS 190

- An ORS 190 Agreement is an intergovernmental agreement between two or more public agencies that seek to foster efficiency and economy by promoting the use of existing resources.
 - ORS 190 provides for the following types of agreements:
 - Interagency Agreements (IAA) among agencies of Oregon state government.
 - Intergovernmental Agreements (IGA) among the Oregon public agencies of state, local or federal government.
 - Interstate Agreements (ISA) among Oregon public agencies and public agencies of other states.
 - International Agreements (INA) among agencies of Oregon state government and countries outside of the United States.
 - Tribal Agreements among Oregon public agencies and American Indian tribes or an agency of a tribe.
-

501(C)(4) SOCIAL WELFARE ORGANIZATION

- During its existence, a social welfare organization has numerous interactions with the IRS
 - Filing an application for recognition of tax-exempt status
 - Filing the required annual information returns
 - Making changes in its mission and purpose
 - New legislation enacted at the end of 2015 added Section 506 to the Internal Revenue Code requires an organization to notify the IRS of its intent to operate as a Section 501(c)(4) organization via Form 8976 to provide this notification. This requirement only applies to organizations intending to operate under Section 501(c)(4)
 - The 501(c)(4) board of directors operates independent of a public agency and is only accountable to the board
 - The IRS provides information, explanations, guides, forms and publications on all of these subjects through this IRS Web site: <https://www.irs.gov/charities-non-profits/other-non-profits/life-cycle-of-a-social-welfare-organization>
-

ORS 190 AGREEMENT REQUIREMENTS

ORS 190 organizations are registered by the Oregon Secretary of State by adopting an ordinance and intergovernmental agreement (IGA) between the founding parties who control the agency's direction.

The IGA defines:

- The **term or duration** of the agreement.
 - Names of the **parties** to the agreement.
 - Whether the agreement forms a **separate legal or administrative entity**.
 - **Purpose** of the agreement and description of the **functions or activities to be performed** by parties to the agreement.
 - The **means of funding** the expenses incurred in the performance of the functions or activities of the joint or cooperative undertaking.
 - The **distribution of revenue** derived from the functions or activities and the manner in which the parties will **account for revenue**.
 - The **transfer of personnel** and the preservation of employment benefits.
 - The transfer of **possession of or title to real or personal property**.
 - The **rights of the parties to terminate** the agreement.
 - Provisions and related **insurance requirements** for applicable risk transfer (hold-harmless/indemnification or contribution).
 - Other necessary or appropriate information; see <https://www.oregon.gov/das/OPM/Pages/ors190.aspx>
-

BOARD OF DIRECTORS RESPONSIBILITIES

Will be defined in the IGA and bylaws and should include, at a minimum:

- **Governance:** Approve governance and administrative policies and procedures.
 - **Strategic Planning and Business Development:** Review and approve plans and alliances consistent with the agency's mission and priorities.
 - **Contracting:** Serve as the Local Contract Review Board (LCRB) and approve agency contracts. The Board of Directors may delegate contract approval authority by Board action as deemed necessary.
 - **Risk Management:** Oversee the organization's response to fiscal and legal risks.
 - **Financial:** Set policies regarding fund distribution and approve budgets for the organization. Annually receive, review and approve an independent auditor's report.
 - **Executive Director:** Approve the recruitment, hiring (or contracting) and evaluation of the Executive Director.
 - **Other Duties:** All other duties and functions necessary to further the purpose of providing services to the residents of Morrow County.
-

MORROW COUNTY BAT TRANSITION TO AN ORS

190

BAT → ORS 190

- Mission and Vision Statement → Purpose
 - Five-person Executive Team →
 - Two (2) Standing Board Members (Founding Parties) +
 - Three (3) At-large Board Members (Appointed by Founding Parties)
 - Project Director → Executive Director
 - Non-voting members → Board of Advisors (optional)
 - Rules of Engagement → Bylaws
 - Duration → Indefinite
 - Not addressed by BAT → Means of funding, distribution of revenue title to property, rights to terminate, insurance, etc.
-

90-DAY ACTION PLAN

- First 30 days
 - Draft Adopting Ordinance
 - Draft IGA
 - Legal review
 - Review final drafts with BAT and potential founding parties
 - 30-60 days
 - Ordinance adoption and submission to Oregon Secretary of State
 - Secretary of State Certification
 - First board meeting
 - 60-90 days
 - Adopt bylaws (steps below only if separate legal agency)
 - File for EIN and State TIN
 - Establish financial accounts
 - Internal bookkeeping and accounting procedures
-



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

(For BOC Use)
Item #
60

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

Presenter at BOC: Jordan Standley & Kevin Ince
Department: Information Technology & Finance
Short Title of Agenda Item: Microsoft 365 Licensing G1 vs G3
(No acronyms please)

Date submitted to reviewers: February 13, 2023
Requested Agenda Date: February 15, 2023

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: 10 minutes
Purchase Pre-Authorization
Other

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

Reviewed By:
[Signature] 2/13/2023 DATE Department Director Required for all BOC meetings
[Signature] DATE County Administrator Required for all BOC meetings
[Signature] DATE County Counsel *Required for all legal documents
[Signature] 2/13/2023 DATE Finance Office *Required for all contracts; other items as appropriate.
[Signature] 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 current FY 2022-2023 Budget includes a project to implement Microsoft 365 licensing. The type of license contemplated in the project was for Microsoft 365 G1 licenses. The budget amount for this project was \$19,050.00. Since the licenses are subscription based, this amount would be a recurring annual expenditure.

In reviewing the benefits of the various levels of licensing offered for Microsoft 365 licenses, the IT and Finance departments would like to modify the original recommendation to include G3 level licenses rather than the G1 level licenses due to the additional features, functionality and enhancements to cyber-security that are available as well as updated CIS insurance and CJIS policy Multi Factor Authentication requirements that have emerged that make the G1 licenses no longer an appropriate solution.

The cost of the G3 licenses is estimated at \$32.00 per month per user; the original cost of the the G1 license that was included in the budget proposal was \$10.94 per month per user (includes the cost of Barracuda email archiving that would not be necessary with the G3 licenses).

For the purposes of this discussion the total financial impact was calculated based on a total employee count of 145. It is expected that not all 145 employees would have a need for a Microsoft 365 subscription, though, so the estimated total financial impact calculated for this discussion should be considered the maximum amount.

There were additional, non specific appropriations made related to this project which means that no budget adjustment would be required in the current year to accommodate this change. However, since this will be an annual ongoing expense, we felt it best to bring this back to the Board of Commissioners for discussion and decision. Additional details regarding the various levels of licensing are attached.

2. FISCAL IMPACT:

\$36,638.60/year additional compared to the G1 license estimate.

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

If the Board is in agreement with this recommendation, a motion to proceed with the G3 licenses vs the G1 licenses.

If the Board is not in agreement with this recommendation we will proceed with the originally approved G1 licenses for this project.

Attach additional background documentation as needed.

***Continued from Agenda Cover sheet**

Reasons to purchase 365 licensing

- Microsoft will end support for On-Premise Exchange Server Oct 14 2025
- On-Premise Exchange is vulnerable and a security liability;
<https://practical365.com/time-to-dump-exchange-server/>
- CIS Cyber Insurance Tier 2/3 plans require Multifactor Authentication (MFA) for email, remote desktop and laptops. Current County system does not support MFA;
<https://www.cisoregon.org/PropertyLiability/Cyber>
- FBI Criminal Justice Information Systems (CJIS) policy requires MFA for email and remote desktop; <https://oag.ca.gov/sites/default/files/fbi-cjis-security-policy-v5-9-2-12072022.pdf>
- CJIS requires Mobile Device Management. Sheriffs Office currently using Maas360
- CJIS and HIPAA require email encryption. County currently using Virtru

Office 365 G1 - \$8.36 per month per user / Barracuda Archive \$31 per year per user. Total estimated annual cost for 145 employees \$19,041.40

- No MFA Conditional Access. Conditional access allows us to not require staff with-in the network to need MFA. We recommend this with the current environment to not require staff to use personal devices for MFA or require the county to purchase each staff an MFA token/device
- No Remote Desktop MFA
- Does not include Office desktop apps, i.e Word, Excel, Outlook. Only some online versions
- No Mobile Device Management
- Additional features: Teams, Sharepoint Online, OneDrive, 50 GB mailbox limit, 1 TB OneDrive

Microsoft 365 G3 - \$32 per month per user. Total estimated annual cost for 145 employees \$55,680

- Conditional Access MFA
- Remote Desktop MFA
- Mobile Device Management (Maas360 would no longer be needed)
- Email encryption (Virtru would no longer be needed)
- E-discovery and email archiving (Barracuda would not be needed)
- Additional features: Desktop Apps included i.e. Word, Excel, Outlook, PowerPoint, Publisher, Access (Purchasing individual Office licenses would no longer be needed), Teams, SharePoint Online, OneDrive, OneNote, 100 GB Mailbox, Unlimited OneDrive

The above does not include the ability to require MFA when logging in to a laptop. We are still researching a solution, though Microsoft may include this ability in the future with G3 licensing.



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

(For BOC Use)
Item #
60

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

Presenter at BOC: Kevin C. Ince
Department: Finance
Short Title of Agenda Item: Budget Committee Appointment
(No acronyms please)

Date submitted to reviewers: February 13, 2023
Requested Agenda Date: February 15, 2023

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

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

Reviewed By:
[Signature] 2/13/2023 DATE Department Director Required for all BOC meetings
[Signature] DATE County Administrator Required for all BOC meetings
[Signature] DATE County Counsel *Required for all legal documents
[Signature] 2/13/2023 DATE Finance Office *Required for all contracts; other items as appropriate.
[Signature] 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):

We have received two applicants for the remained of the term for Position #3. This term for this appointment expires on June 30, 2023.

In accordance with ORS 294.414 regarding the composition of the Budget Committee of a municipal corporation, I have verified that the interested individuals are registered voters in Morrow County.

The Finance office has received applications from the following:

Gibb Evans, Irrigon, OR
Katie Imes, Heppner OR

The appointment request submitted by each applicant are attached to this agenda cover sheet.

2. FISCAL IMPACT:

N/A

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

Review applicants for committee and make a motion for appointment of the selected individual.

Attach additional background documentation as needed.



FINANCE DEPARTMENT

P.O. Box 867
Heppner, Oregon 97836-0412
(541) 676-5617

Kevin Ince
Finance Director
kince@morrow.or.us

Budget Committee Appointment Request for Morrow County

Name: **Katie Imes**

Mailing Address: [REDACTED]
Heppner, OR. 97836

Phone: [REDACTED]

Email: [REDACTED]

Background & Related Experience:

I am a resident of Lexington and currently serve on the Lexington town council. This position has given me experience with the government budget process. I served for nearly three years in the Morrow County Public Transit Department as the former Transit Manager. This position required managing three budgets which includes long-range planning, grant management, procurement and public outreach. This experience has given me knowledge and understanding of Morrow County's budget process.

Why do you wish to serve on the Morrow County Budget Committee?

I wish to serve on this committee as a representative of local government with the goal of ensuring that tax payer revenue is allocated in a manner that will address staffing, operational and capital improvement needs. Also, ensuring special revenues supporting economic and community development are allocated in a manner that supports our communities planning and capital improvement needs.

Signature: _____

Katie Imes

Date: _____

2/10/2023



FINANCE DEPARTMENT

P.O. Box 867
Heppner, Oregon 97836-0412
(541) 676-5617

Kevin Ince
Finance Director
kince@co.morrow.or.us

Budget Committee Appointment Request for Morrow County

Name: **Gibb Evans**

Mailing Address: [REDACTED]
Irrigon, Or 97844

Phone: [REDACTED]

Email: [REDACTED]

Background & Related Experience:

Some of the Boards and Committees that I have served on recently are as a board member of the Blue Mountain Community College Foundation serving since 2017, have served on the Blue Mountain Community College Budget Committee since 2018, on the Port of Morrow Budget Committee for the 2019 - 21 cycle, a board member of the Northeast Oregon Water Association (NOWA) since 2016. In 2019 I was a member of the Blue Mountain Community College President Search Committee, and in 2018 I was a member of the recommendation committee for the position of Executive Director for the Port of Morrow. I have also served on other boards and in advisory positions for area districts and nonprofits.

Why do you wish to serve on the Morrow County Budget Committee?

As a community member and lifelong resident of Morrow County I believe that it is important to give back to the community. I believe that my past experience will lend itself to being part of Morrow County ' s Budget Committee.

Signature: _____

A handwritten signature in black ink, appearing to read "Gibb Evans", written over a horizontal line.

Date: _____

01/25/2023



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

(For BOC Use)
Item #
be

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

Presenter at BOC: Benjaman Tucker - Transit Manager
Department: Public Transit -The Loop
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 2/06/2023
Requested Agenda Date: 2/15/2023

Morrow County Public Transit Advisory Committee Reappointment

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

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

Reviewed By:

Department Director Required for all BOC meetings
County 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):

See attached appointment letters for review

2. FISCAL IMPACT:

N/A

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

Move to reappoint Stephanie Case to the Morrow County Public Transit Advisory Committee, term effective February 8th, 2023 to February 8th, 2026.

Attach additional background documentation as needed.



MORROW COUNTY PUBLIC TRANSIT

P.O. Box 495 · Heppner, Oregon 97836 · (541) 676-5667 · 1-855-644-4560

Date: 2/6/2023

Morrow County Commissioners,

I would like to be considered for the Morrow County Public Transit Advisory Committee

Member Alternate Reappointment

I would like to see the Loop program thrive in Morrow County because of the following interest that I have in transportation:

I would like to see the LOOP program thrive in Morrow County to offer transportation solutions for all citizens in Morrow County. A great transit program benefits our community and economy while helping individuals.

I can contribute to this committee by representing the following areas: *See next page

Local Government / Land Use Planner

Thank you,

Name: Stephanie Case

Address: P.O. Box 40, Irrigon, OR 97844

Phone Number: 541-922-4624

Email: SCASE@co.morrow.or.us

No documents submitted for
this agenda item.

7a

Weed Department Quarterly Report

December 2022

- Received Public Pesticide, Right of Way and Regulatory Weed Licenses
- Attended Oregon Interagency Noxious Weed Symposium (Corvallis)
- Attended Oregon Department of Agriculture (ODA) Flowering Rush Strategic Planning meeting (Boardman)
- Attended City/County Insurance Services (CIS) Training (Pendleton)
- Identified new weed species in Morrow County (Cutleaf Nightshade)

January 2023

- Met with Gilliam and Umatilla Weed Departments
- Met with Ag Enterprises (Chaney Wa.)
- Worked on 1, 3- & 5-Year Plans
- Met with Various Land Owners on weed issues
- One Field Day, (Bermuda Grass, Yellow Star Thistle & Kochia)
- Worked on Fairview & Bermuda Grass Projects
- Worked on Budget
- Code Enforcement (Boardman)
- Attended several meetings with Natural Resources Conservation Service (NRCS)
- Met with my Weed Advisory Committee
- Built Job Description
- Worked on FTE
- Completed Quarterly Safety Inspections
- Worked on Oregon Revised Statutes (ORS) for Code Enforcement
- Met with Planning Department for Code Enforcement

February 2023

- Made Integrated Pest Management (IPM) Plan for Rock Quarries and Stock Pile yards
- Developed Roadside Vegetation Management Plan
- Attended ODA Field day in Union County
- Met with Wilbur-Ellis Chemical Rep. and composed Spring order (Walla Walla)
- Met with Oregon Department of Fish and Wildlife (ODFW), NRCS and the Soil and Water Conservation District (SWCD) on upcoming 9-year Native Grass Project
- Attended one on one Mapping & Cloud Data workshop (Pendleton)