

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 7, 2023 at 9:00 a.m.

Bartholomew Building, Upper Conference Room

110 N. Court St., Heppner, Oregon

*See Zoom Meeting Info on Page 2*

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments**
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
  - a. Minutes: May 3<sup>rd</sup>, May 17<sup>th</sup>
  - b. Professional Services Contract with Helion Software, Inc. for Assessment & Taxation Computer Software Services
5. **Business Items**
  - a. Presentation on the Proposed Sunstone Solar Development (Logan Stephens, Pine Gate Renewables, Senior Director)
  - b. Letter of Support to the Department of Land Conservation & Development regarding the Town of Lexington's Downtown Improvement Plan Project (Katie Imes, City Councilor)
  - c. Letter of Support to the Oregon Criminal Justice Commission regarding the 2023-25 Biennial Plan for the Justice Reinvestment Grant (Dan Robbins & Gina Wilson, Parole & Probation)
  - d. Order No. OR-2023-3: Authorizing Treasurer to Invest Funds (Jaylene Papineau)
  - e. Classification & Compensation Review (Lindsay Grogan, Human Resources)
  - f. Appoint Members to the Morrow County Broadband Network Consortium
  - g. **10:30 a.m.:** Retirement Plan Administration Proposal (Kevin Ince, Finance Director; Jennifer Currin Gutridge, Mercer Advisors)
6. **Department Reports**
  - a. Sheriff's Office Monthly Report (Melissa Camarillo)
  - b. Local Public Safety Coordinating Council Quarterly Report (Jessica Rose)
  - c. Road Department Monthly Report (Mike Haugen)
  - d. Clerk's Quarterly Report (Bobbi Childers)
7. **Legislative Updates**
8. **Correspondence**
9. **Commissioner Reports**
10. **Executive Sessions (2):** Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent. \*\*Will have a participant via Zoom or phone. Media can contact Morrow County and request the Zoom or phone information.
11. **Potential Decision/Action Item as a Result of the Executive Session**
12. **Signing of documents**
13. **Adjournment**

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

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

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

### **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:**

- 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](mailto:jnelson@co.morrow.or.us)

Morrow County Board of Commissioners Meeting Minutes  
May 3, 2023  
Bartholomew Building Upper Conference Room  
Heppner, Oregon

**Present In-Person**

Chair David Sykes, Commissioner Jeff Wenholz, Roberta Vanderwall, Roberta Lutcher, Jaylene Papineau, Justin Nelson; and approximately 20 members of the public

**Present Via Zoom**

Commissioner Roy Drago Jr., Sandi Pointer, Lindsay Grogan, Bobbi Childers; and approximately 10 members of the public

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

**City & Citizen Comments**

Chair Sykes said comments would be limited to three minutes. Six individuals offered comment: Emily Roberts, David Landstrom, Josie Foster, Stuart Dick, Will LePage, Kelly Doherty.

**Open Agenda:** No items

**Consent Calendar**

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

1. *Minutes: April 19<sup>th</sup>*
2. *Oregon Health & Science University Subaward Agreement #1015198, Care Coordination (CaCoon) Program; and authorize Chair Sykes to sign on behalf of the County*
3. *Award Spraying Services for Mormon Cricket Abatement to Gar Aviation Inc.*

*Commissioner Drago seconded. Vote: Unanimous approval.*

**Business Items**

Discuss Relocation of the Oregon-Idaho State Border

Mike McCarter, President, Citizens for Greater Idaho/Move Oregon's Border

In the May 2022 election, Morrow County voted in favor of the following question on the ballot: "Shall the Board of Commissioners be required to meet three times annually to discuss relocation of the state border?" Chair Sykes said the meeting today would fulfill part of that obligation.

The second and third dates for discussion before the BOC will be August 16<sup>th</sup> and November 1<sup>st</sup>.

Mr. McCarter added the format was established by the Secretary of State's Office when it determined it was a legislative process and had to be on the ballot as an initiative petition. We couldn't do it any other way, he stated. Mr. McCarter talked about his background as a lifelong Oregonian and said the things coming out of Salem are contrary to what most people believe. He went on to list a few examples: relaxation of drug laws, weakening of parental rights, and homeless people who can rest on private property and not be removed. He said eastern Oregon voters were being marginalized and a message needed to be sent to the legislators that they have a problem in eastern Oregon. Eleven out of the 15 counties voted in favor of looking into this, he said, and more counties will be on ballot in the near future.

As there were no questions for Mr. McCarter, he thanked the Board and members of the audience for the opportunity to discuss this.

Request from Oregon Rural Action

Kelly Doherty, Community Leader, Oregon Rural Action

Ms. Doherty requested “Zoom meeting recordings with the translation services be uploaded to the website immediately following all County public meetings.” She also thanked the Commissioners for the addition of “translation services that you recently provided.”

Chair Sykes asked staff about prior discussions on this topic. Mr. Nelson said the issues that came up related to storage capacity and control over the retention of the recordings when hosted by a third-party, such as YouTube. Chair Sykes asked for this to return to the agenda when staff had an opportunity to look into it further.

Letter in Support of Boardman Fire Rescue District (BFRD) Applying for an Ambulance License

Justin Nelson, County Counsel

Commissioner Wenholz read the following statement:

“Before we discuss this item, I would like to make a couple of statements and a declaration concerning comments, letters from the Morrow County Health District and Ms. Roberts’ filing of an ethics complaint against me because of my position as a Board Trustee for Good Shepherd Hospital.

The first statement is that to-date there has not been any action taken by the Morrow County Board of Commissioners that has changed anything or in any way affected Morrow County Health District. There has not been a letter sent in support of Boardman Fire and Morrow County Health District is still the only ambulance provider in Morrow County.

To address the allegations/concerns in the letters sent by Morrow County Health District. The first allegation that I have a conflict is because Boardman Fire has stated that they want to do non-emergent transports from Good Shepherd. Again, there has not been a letter sent up to this point. Even if Boardman Fire were to get a license, there is no guarantee they will be doing any transports because there is not any agreement between Good Shepherd and Boardman Fire. For there to be a conflict of interest, there must be a financial impact to myself or a business I am associated with. Even if Boardman Fire were to do non-emergent transports, there is no financial impact to myself or Good Shepherd. The ambulance provider bills the patient, their insurance provider or Medicare/Medicaid, not the hospital. So again, no financial impact to myself or Good Shepherd, therefore, no conflict. Just to reiterate, the letter is only to support Boardman Fire seeking a license from Oregon Health Authority.

The next allegation that I have a conflict is that Good Shepherd is looking to provide health care services in Boardman and changing the Ambulance Service Area (ASA) Plan would cause financial harm to Morrow County Health District, thereby benefiting Good Shepherd. I will state, once again, that there has not been any action taken to change the ambulance service areas. To state that Morrow County Health District would be financially harmed is to presuppose an outcome that is yet to be discussed, let alone approved. To reiterate, no action taken yet, no financial impact to myself or Good Shepherd so no conflict.

The next statement I want to make is to explain how the State of Oregon defines a conflict of interest. ORS 244.020(1) defines an actual conflict of interest as "...private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated..." ORS 244.020(2) defines a business, and the important part here is "...but excluding any income-producing not-for-profit corporation that is tax exempt under section 501(c) of the Internal Revenue Code with which a public official or a relative of the public official is associated only as a member or board director or in a nonremunerative capacity." So here it is important to note that yes, I am on the Board of Trustees of Good Shepherd, but Good Shepherd is a tax exempt 501(c). Therefore, this business I am associated with is excluded per ORS 244.020(2). ORS 244.020(13) defines a potential conflict of interest. The main difference between an actual conflict and a potential conflict of interest, is an actual "would" provide a financial impact and a potential "could" provide a financial impact.

Now I will make a declaration concerning the next action item. Even though I have laid out why I don't consider that I have a conflict of interest, no financial impact to myself or Good Shepherd and excluded anyway because Good Shepherd is tax exempt as a 501(c). Out of an over-abundance of caution, I will declare a potential conflict because of my being a Board Trustee for Good Shepherd and I will participate and vote on the next agenda item."

Mr. Nelson provided a summary – on April 5<sup>th</sup>, the Board directed staff to draft a letter for the April 19<sup>th</sup> meeting in support of BFRD's application to the Oregon Health Authority (OHA) for ambulance licensing. On April 19<sup>th</sup>, additional language was requested by OHA through BFRD. The Commissioners continued the letter to May 3<sup>rd</sup> to allow time to consult with the County's outside legal counsel, Bob Blackmore. Mr. Blackmore proposed the language in the current letter:

"The Morrow County Board of Commissioners supports Boardman Fire Rescue District in its quest to seek licensing for its agency and ambulances.

If Boardman Fire Rescue District is granted an Oregon ambulance service license, operation of the ambulance may be subject to the terms and conditions of operating ambulances which are in Morrow County's Ambulance Service Area Plan."

*Commissioner Wenholz moved to approve sending the letter to OHA in support of BFRD. Commissioner Drago seconded. Discussion: Commissioner Wenholz reiterated this was only in support of them seeking a license. It doesn't change any operation of ambulances within the County and it's up to OHA to determine if BFRD gets a license. Commissioner Drago said he agreed. He continued, this is the guidance from Mr. Blackmore and it doesn't really change anything; it just gives OHA the opportunity to talk to BFRD about what they need to do if they want a license. Chair Sykes said he voted against this the first time and nothing had changed his mind. He said he thought the ASA issue should be taken care of first before anything like this is done. Vote: Aye: Commissioners Wenholz and Drago. Nay: Chair Sykes. Motion carried.*

Resolution Numbers R-2023-7 through R-2023-11: Approving Agreements between the Sponsors of the Columbia River Enterprise Zone (CREZ) III & Amazon Data Services, Inc.  
Justin Nelson, County Counsel

Commissioner Wenzholz declared he could have a potential conflict of interest because Amazon would be doing business with a business with which he's associated, even though he said he believed he was excluded. There is an Oregon Government Ethics Commission investigation going on and until that was settled, he said he would refrain from participating in any discussion or vote.

Mr. Nelson discussed the background – the CREZ III Board voted to approve the five agreements for data centers. Business Oregon requires that the entities (Morrow County, Port of Morrow, City of Boardman) adopt resolutions approving the property tax exemption using Long-Term Rural Enterprise Zone Agreements.

*Commissioner Drago moved to approve Resolution No. R-2023-7: In the Matter of Approving an Agreement Between the Sponsors of the Columbia River Enterprise Zone III & Amazon Data Services, Inc., PDX 154. Chair Sykes seconded. Vote: Aye: Chair Sykes and Commissioner Drago. Recused: Commissioner Wenzholz. Motion carried.*

*Commissioner Drago moved to approve Resolution No. R-2023-8: In the Matter of Approving an Agreement Between the Sponsors of the Columbia River Enterprise Zone III & Amazon Data Services, Inc., PDX 162. Chair Sykes seconded. Vote: Aye: Chair Sykes and Commissioner Drago. Recused: Commissioner Wenzholz. Motion carried.*

*Commissioner Drago moved to approve Resolution No. R-2023-9: In the Matter of Approving an Agreement Between the Sponsors of the Columbia River Enterprise Zone III & Amazon Data Services, Inc., PDX 170. Chair Sykes seconded. Vote: Aye: Chair Sykes and Commissioner Drago. Recused: Commissioner Wenzholz. Motion carried.*

*Commissioner Drago moved to approve Resolution No. R-2023-10: In the Matter of Approving an Agreement Between the Sponsors of the Columbia River Enterprise Zone III & Amazon Data Services, Inc., PDX 186. Chair Sykes seconded. Vote: Aye: Chair Sykes and Commissioner Drago. Recused: Commissioner Wenzholz. Motion carried.*

*Commissioner Drago moved to approve Resolution No. R-2023-11: In the Matter of Approving an Agreement Between the Sponsors of the Columbia River Enterprise Zone III & Amazon Data Services, Inc., PDX 202. Chair Sykes seconded. Vote: Aye: Chair Sykes and Commissioner Drago. Recused: Commissioner Wenzholz. Motion carried.*

First Reading: Ordinance ORD-2023-4: Ratifying the Creation of a Broadband Public Improvement Consortium; and Intergovernmental Agreement (IGA) with the Port of Morrow to Establish the Morrow County Broadband Network Consortium

Aaron Moss, Broadband Action Team

Justin Nelson, County Counsel

Mr. Moss said the Second Reading was scheduled for May 17<sup>th</sup>, which would also be the date for ratification of the IGA. He said the tentative effective date would be June 1<sup>st</sup> and the first meeting will take place June 15<sup>th</sup>. This timeline lines-up with funding opportunities that are set to close at the end of June. He asked the Commissioners to begin considering who should be the representatives on the new board.

Mr. Nelson said an emergency clause was added to the Ordinance to aid in meeting the deadline for the funding opportunities. The Commissioners agreed to a First Reading by title only, which Mr. Nelson provided.

IGA for Sheriff's Services with the City of Heppner

Representatives of the Sheriff's Office were unavailable to present the IGAs.

*Commissioner Wenholz moved to continue the IGA to May 17<sup>th</sup>. Commissioner Drago seconded.*

*Vote: Unanimous approval.*

IGA for Sheriff's Services with the City of Irrigon

*Commissioner Drago moved to continue the IGA to May 17<sup>th</sup>. Commissioner Wenholz seconded.*

*Vote: Unanimous approval.*

Discuss New Water Advisory Committee to Provide Practical & Technical Expertise to Staff and GSI Water Solutions, Inc.

Tamra Mabbott, Planning Director

Ms. Mabbott said the committee would draft the bylaws; review the three technical papers being written by GSI Water Solutions; and make recommendations to the BOC, as a result of those papers. She suggested the committee be temporary, with an end-date aligning with the end-date of the GSI contract. Commissioner Wenholz agreed with her suggestion about the temporary nature of the committee and that its future be reevaluated in December 2024. Discussion took place on the committee membership structure proposed by Ms. Mabbott and the lack of names for some of the agencies or groups.

*Commissioner Wenholz moved to approve the committee, as presented:*

1. *County Commissioner: Commissioner Drago*
2. *Planning Department: Tamra Mabbott*
3. *Public Health Department: Robin Canaday*
4. *Emergency Management: Paul Gray*
5. *Morrow County Soil & Water Conservation District: Kevin Payne*
6. *Department of Environmental Quality: Randy Jones*
7. *Oregon Water Resources Department: Chris Kowitz*
8. *Port of Morrow: Miff Devin*
9. *Municipality: Aaron Palmquist*
10. *Food Processing Industry: Ian Toevs*
11. *Irrigated Agriculture: Ralph Morter*
12. *Central County Agriculture: Todd Lindsay*
13. *South County Agriculture: Brian Thompson*
14. *Confined Animal Feeding Operation Operator/Owner: Wes Killion*
15. *Northeast Oregon Water Association: J.R. Cook or Board Member*

*With the exception of the following, to be brought back at a later date:*

1. *Livestock Operator/Owner*
2. *Water Advocacy/Interest Group*
3. *Rural Residential Resident*
4. *Other/At Large*

*Commissioner Drago seconded. Vote: Unanimous approval.*

### Investment Management & Advisory Services

Kevin Ince, Finance Director

Jaylene Papineau, Treasurer

Mr. Ince and Ms. Papineau discussed the reasons the County should enlist the services of an investment advisor and why they recommended Government Portfolio Advisors (GPA). During the discussion of the County's current Investment Policy, Mr. Ince said it could be amended to reflect the conservative approach, or risk aversion level, desired by the Board and brought back to a future meeting.

*Commissioner Wenholz moved to accept the recommendation to select Government Portfolio Advisors to provide investment management and advisory services for Morrow County, and authorize the Administrator to execute the contract. Commissioner Drago seconded.*

*Discussion: Mr. Ince noted the contract needed to be modified to correct a reference to Crook County instead of Morrow County. The Board agreed to bring the corrected contract back to the May 17<sup>th</sup> Consent Calendar.*

**Break:** 10:18-10:23 a.m.

### Update on Executive Session Attendance

Justin Nelson, County Counsel

Mr. Nelson reviewed recent legislation that specifically excluded the requirement for phone or virtual attendance for executive sessions (House Bill 2560). After discussion, the Board agreed to evaluate the use of Zoom for executive sessions on a case-by-case basis, with Commissioner Wenholz saying it will no longer be the default for executive sessions.

*Commissioner Wenholz moved to terminate the use of video or telephonic appearance for executive session meetings, as allowed under HB 2560, unless authorized on a case-by-case basis by the Board of Commissioners or County Administrator. Commissioner Drago seconded. Vote: Unanimous approval.*

### **Department Reports**

- The Road Department Monthly Report was reviewed in Mike Haugen's absence (out due to road paving duties)
- The Assessment & Tax Quarterly Report was provided by Mike Gorman
- The Sheriff's Office Monthly Report was reviewed by Sheriff John Bowles (a recent arrival to the meeting)
- The Finance Department Quarterly Report was reviewed by Mr. Ince

**Legislative Updates:** None

### **Correspondence**

- U.S. Department of Transportation, Federal Aviation Administration, Notice of Grant Award: \$223,000 to the Morrow County Airport in Lexington
- Flyer on the 2023 Eastern Oregon Economic Summit, August 3<sup>rd</sup> & 4<sup>th</sup> in Union County

- Two letters from the Morrow County Health District objecting to Commissioner Wenholz “voting on issues concerning MCHD, to include issues concerning ambulance services, due to a conflict of interest...”

**Commissioner Reports:** Brief reports of activity were provided

**Signing of documents**

**Adjourn:** 10:50 a.m.

**Morrow County Board of Commissioners Meeting Minutes  
May 17, 2023  
Morrow County Government Center, Don Adams Conference Room  
Irrigon, Oregon**

**Present In-Person**

Chair David Sykes, Commissioner Roy Drago Jr., Roberta Vanderwall, Justin Nelson, Roberta Lutchter, Corey Sweeney, Kevin Ince, John Bowles, Brian Snyder, Jaylene Papineau

**Excused:** Commissioner Jeff Wenzholz

**Present Via Zoom**

SaBrina Bailey Cave, Mike Gorman, Bobbi Childers, Kelsey Crocker, Deona Hodges, Lindsay Grogan, Benjamin Tucker; and approximately 11 members of the public

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

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

*Commissioner Drago moved to approve the following items in the Consent Calendar:*

1. *Professional Services Agreement with Government Portfolio Advisors to Furnish Investment Advisory Services; effective February 1, 2023 to February 1, 2028*
2. *Resolution No. R-2023-12: County Assessment Function Funding Assistance (CAFFA) Grant Application, revised to reflect final budget numbers*
3. *Amendment 11 to Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) #169524 for the Financing of Public Health Services*

*Chair Sykes seconded. Vote: Unanimous approval.*

**Business Items**

Second Reading & Adoption, Ordinance No. ORD-2023-4: Ratifying the Creation of a Broadband Public Improvement Consortium; and IGA with the Port of Morrow to Establish the Morrow County Broadband Network Consortium

Aaron Moss, Broadband Action Team

Mr. Moss said the hope was to have the first Broadband Consortium Board Meeting on June 15<sup>th</sup>, adding the County needed to designate its two representatives on that Board.

County Counsel, Justin Nelson, said the Second Reading could take place by title only, if the Commissioners were agreeable. The Commissioners indicated their approval and he proceeded to read it by title. He noted the emergency clause was included, making it effective today.

*Commissioner Drago moved to adopt Ordinance No. ORD-2023-4: Ratifying the Creation of a Broadband Public Improvement Consortium known as the Morrow County Broadband Action Team, in accordance with ORS 190.085. Chair Sykes seconded. Vote: Unanimous approval.*

*Commissioner Drago moved to approve the Intergovernmental Agreement to Establish the Morrow County Broadband Network Consortium. Chair Sykes seconded. Vote: Unanimous approval.*

### IGA for Sheriff's Services with the City of Heppner

Sheriff John Bowles

Sheriff Bowles explained there were two Sheriff's Office employees designated for police coverage in Heppner. The City purchases two vehicles every three years which then become the property of the City. If the contract were to end, he said, the two positions would go away.

*Commissioner Drago moved to approve the IGA for Sheriff's Services with the City of Heppner; effective July 1, 2023 to June 30, 2024; at the rate of \$194,831.96. Chair Sykes seconded. Vote: Unanimous approval.*

### IGA for Sheriff's Services with the City of Irrigon

Sheriff Bowles

Sheriff Bowles said this IGA paid for one Sheriff's Office employee but the vehicle arrangement was different. According to the IGA, "The City shall receive the current vehicle (pickup), scheduled to rotate back to the City in the fall of 2022, will be returned to the City no later than August 2023." Sheriff Bowles added the position would not go away if the contract were to end.

*Commissioner Drago moved to approve the IGA for Sheriff's Services with the City of Irrigon; effective July 1, 2023 to June 30, 2024; at the rate of \$105,000. Chair Sykes seconded. Vote: Unanimous approval.*

### State of Oregon Emerging Opportunity Program Grant Agreement, Project ##OF012, Lexington Airport

Sandi Pointer, Public Works

Ms. Pointer said the County was awarded \$296,000, with no matching requirement. The funds will be used to install power and fiber infrastructure to enable current and future private investment and growth, she said.

*Commissioner Drago moved to accept and sign the emerging Opportunity Program Grant Agreement, Project #EOF012 with the State of Oregon through its Oregon Business Development Department in the amount of \$196,000; Project Completion Deadline of September 30, 2023; and authorize Chair Sykes to sign on behalf of the County. Chair Sykes seconded. Vote: Unanimous approval.*

### Statement of Work, FLO Analytics

Roberta Vanderwall, Interim Administrator

Ms. Vanderwall said she signed the statement of work with FLO to prepare the data needed to identify the boundaries for the new Ambulance Service Area Plan. It was a contract not-to-exceed \$3,500, she said. No motion was needed as this was informational only, she said.

### **Department Reports**

- The Weed Department Quarterly Report was reviewed by Corey Sweeney

### **Business Items, continued**

#### Water Advisory Committee Appointment Requests

Tamra Mabbott, Planning Director

Ms. Mabbott said she was asked at the May 3<sup>rd</sup> BOC Meeting to return with names for some of the positions on the committee. She said the main purpose of the committee was to work with her and the contracted consultant, GSI Water Solutions, to vet the briefing papers that will come to the Board of Commissioners.

*Commissioner Drago moved to appoint the additional members to the Water Advisory Committee (Note: Other/At-Large remained vacant):*

1. *Livestock Operator/Owner: Kelly Doherty*
2. *Water Advocacy/Interest Group: Nella Parks*
3. *Rural Residential Resident: Debbie Radie*
4. *Northeast Oregon Water Association: Replacing J.R. Cook Gibb Evans*

*Chair Sykes seconded. Vote: Unanimous approval.*

#### Request to Sponsor Eastern Oregon Economic Summit

Tamra Mabbott, Planning Director

Ms. Mabbott said the summit will take place August 3-4 on the Eastern Oregon University campus in La Grande. She requested the County sponsor at the \$2,500 level.

*Commissioner Drago moved to sponsor the Eastern Oregon Economic Summit in the amount of \$2,500. Chair Sykes seconded. Vote: Unanimous approval.*

#### **Department Reports, continued**

- The Planning Department Monthly Report was reviewed by Ms. Mabbott

#### **Legislative Updates**

- Ms. Mabbott reviewed Senate Bill 1013: Requires counties to allow certain rural homeowners to site one recreational vehicle on their property.

#### **Department Reports, continued**

- The Treasurer's Monthly Report was reviewed by Jaylene Papineau
- The Accounts Payable Monthly Report was provided for informational purposes by Kevin Ince, Finance Director

**Commissioner Reports:** Brief reports were provided

**10:00 a.m.:** Chair Sykes recessed the meeting until after the 1:00 p.m. Executive Session. He said no action would occur following the Executive Session.

**1:00 p.m.: Executive Session:** Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

**2:34 p.m.: Closed Executive Session**

**2:35 p.m.: Adjourned**



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

(For BOC Use)
Item #
46

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

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item: Helion Software Contract Renewal
(No acronyms please)

Date submitted to reviewers: 6/2/2023
Requested Agenda Date: 6/7/2023

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

Contractor/Entity: Helion Software, Inc
Contractor/Entity Address: PO Box 3506, Salem, OR 97302
Effective Dates - From: 7/1/2023 Through: 6/30/2024
Total Contract Amount: \$60,132 Budget Line: 101-103-5-20-5860
Does the contract amount exceed \$5,000? [X] Yes [ ] No

Reviewed By:
Mike Gorman 6/2/2023 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

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)**

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

Annual maintenance contract for our assessment and tax software.

**2. FISCAL IMPACT:**

Contract Amount: \$60,132

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

Approve contract with Helion Software and authorize Mike Gorman to sign.

Attach additional background documentation as needed.



## Office of the County Counsel

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

Justin Nelson: County Counsel  
Zach Williams: County Counsel

June 5, 2023

TO: Board of Commissioners  
FROM: Justin Nelson  
Morrow County Counsel  
RE: Helion Contract  
Sole Source Memo

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

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

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

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

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

Justin W. Nelson  
Morrow County Counsel

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

**Present**

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

**Audience**

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

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

**City and Citizen Comments:** No comments

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

**Department Reports**

Human Resources – Workers' Compensation Premium Payment Options

Karen Wolff, Human Resources Director

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

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

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

*Unanimous approval.*

**New Business**

Funding Request – Heppner Chamber of Commerce

Sheryll Bates, Heppner Chamber Executive Director

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

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

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

### **Old Business**

#### Bid Award – Asphalt Contractor for Miscellaneous Projects

Burke O'Brien, Public Works Director

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

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

#### Bombing Range Road Overlay Project

Mr. O'Brien

Kenny Delano, Ferguson Surveying & Engineering

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

Discussion ensued on the contract process and language.

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

### **Contracts and Orders**

#### Personal & Professional Services Contract – Helion Software, Inc.

Mike Gorman, Assessor/Tax Collector

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

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

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

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

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

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

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

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

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

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

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

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

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



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

(For BOC Use)
Item #

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

Staff Contact: Mike Gorman / Justin Nelson
Department: Assessor / County Counsel
Short Title of Agenda Item: Helion Contract Renewal
(No acronyms please)

Phone Number (Ext): 5627
Requested Agenda Date: 6/20/2019

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: Helion Software, Inc.
Contractor/Entity Address: P.O. Box 3506, Salem, OR 97302
Effective Dates - From: 7/1/2019 Through: 6/30/2020
Total Contract Amount: \$49,861.00 Budget Line: 101-103-5-20-3711
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Approve or deny renewal of contract with Helion.

## **2. FISCAL IMPACT:**

\$49,861.00

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

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

Attach additional background documentation as needed.

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

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

**1. Effective Date and Duration.** This contract shall become effective on the date it has been signed by every party and when required, approved by the Morrow County Board of Commissioners, and once approved has an effective date starting July 1, 2023. Unless extended or earlier terminated, this contract shall expire when County has accepted Contractor's completed performance or on June 30, 2024, whichever date occurs last. However, expiration or termination shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of Contractor warranty or indemnity; or (b) any default or defect in Contractor performance that has not been cured.

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

**3. Consideration.**

(a) The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$60,132 payable according to Exhibit A. County will not pay Contractor any amount in excess of the not-to-exceed compensation for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

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

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

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

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

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

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

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

(d) Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax

obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

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

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

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

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

**10. Default; Remedies; Termination.**

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

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

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

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

(ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

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

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

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

(ii) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

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

(e) **Termination.**

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

(A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;

(B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the Work or Work Products under this Contract is prohibited or County is prohibited from paying for such Work or Work Products from the planned funding source.

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

(A) Contractor is in default under Section 10a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(B) Contractor is in default under Section 10a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of County or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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

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

IT IS SO AGREED:

_____	_____		_____
Morrow County	Date	Murray Giesbrecht Helion Software, Inc.	5/25/2023 Date

## Exhibit A: Statement of Work

### STATEMENT OF WORK, COMPENSATION PAYMENT TERMS and SCHEDULE

#### **Section 1. Contractor's Services**

Contractor's services are divided into TWO parts:

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

**Part 2 – Discretionary Support Hours** for a maximum of 0 hours (at \$145.00/hour) of offsite/onsite staff for ORCATS support and program development for Morrow.

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

Work will be billed monthly.

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

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

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

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

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

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

## **Section 2. Service Level Agreement**

### **1. Supported Software and Maintenance**

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

- Helion Start Menu
- Deployer
- Account Manager
- Property Appraisal
- Ratio Study
- ORCATS Management
- Real Sales
- Trend Finder
- Real Librarian
- Real Value Indexes
- Mass Recalc
- MS Ledger Voucher
- Personal Property
- Utility Property
- Address Parser
- Appraisal Maintenance
- Assessor Administration
- Name Parser
- Lookup Table Maintenance
- Name Parser
- Property Query
- Property Search
- Property Search Online
- Custom Query
- Image Processing
- ORCATS Integration Services
- File Service
- Data Exchange
- Interested Party
- Lender Code Maintenance
- Tax Notation Maintenance
- Tax Receipts
- Tax Administration
- Tax Voucher
- Turnover Distribution
- Tax Receipt Image Loader
- Tax Balance Service
- Prepaid Tax Processing
- Tax Rate Calculation
- Tax Amount Calculation
- Tax District Adjustments

Tax Statements  
Assessment and Tax Database Views

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

The corrective services provided by Helion may include:

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

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

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

2.00 Database Maintenance

2.01 Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the ORCATS software.

2.02 Helion will consult with the County technical staff as needed on the status of all databases required to run the ORCATS software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of all Helion supported software.

2.03 If requested, Helion will ensure that database backups are performed prior to any modification to the database structure and/or schema as part the implementation of new ORCATS software through new version release or problem resolution.

2.04 Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new ORCATS software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within any Helion supported software.

2.05 The obligations described in Sections 1.00 through 2.05 are hereafter referred to as "Maintenance."

3.00 Response Times and System Access

3.01 Unless visit was requested by the County, Helion will provide the County IT Division with 2 days notice prior to performing a site visit to perform software upgrades or modifications to the database or the client software.

3.02 County shall notify Helion, either by telephone or in writing or email, of any deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the County designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the County.

Helion will provide the County with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The County shall designate authorized callers (who may change from time to time) for access to the telephone support.

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

circumstances surrounding the incident;

- The full system, including software and hardware, is available to the County representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
- The County representative will follow the instructions and suggestions of Helion's support personnel, using the full system.

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

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

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

5.00 Services NOT Covered by Helion Under Part 1

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

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

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

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

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

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

### **Section 3 Schedule and Payment Terms**

1. Effective Date and Duration: Contractor's services will begin on July 1, 2023. Unless

earlier terminated or extended, this contract shall expire on June 30, 2024 or when Contractor's completed performance has been accepted by County. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

2. Compensation by the County: Payment for all work performed under this contract shall be made as set forth below from available and authorized County funds, and shall not exceed the maximum sum of \$60,132 for Part 1 and \$0 for Part 2, \$60,132 in Total. Travel and other expenses of the Contractor shall not be reimbursed by County unless specifically provided herein as a supplementary condition.
  1. Interim payments shall be made to Contractor following County's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
  2. Contractor shall not submit billings for, and County will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify County's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
  3. Contractor shall submit a separate annual billing for Part 1. Billing for Part 1 will be for the contract total for Part 1. Billing for Part 2 will be based upon projects identified. Projects done as "not to exceed" quotes and requirement development will be billed monthly as they occur. Contractor will bill for other Part 2 hours as they occur. Payment structure may be adjusted with advance consent of County and Contractor. Billings shall be sent to the supervising representative.

## STATUTORY PUBLIC CONTRACT PROVISIONS

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

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

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

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

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

Exhibit B: W-9 FORM

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Helion Software, Inc.</b>	
	2 Business name/disregarded entity name, if different from above <b>PO Box 3506</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 3506</b>	Requester's name and address (optional)
	6 City, state, and ZIP code. <b>Salem, OR 97302</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]
or
<b>Employer identification number</b>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Ramona Qualls</i>	Date ▶ <i>5/18/23</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## Exhibit C: INSURANCE

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

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

### 2. Professional Liability Insurance:

is not required.

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

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

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

### 3. General Liability Insurance:

is not required.

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

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

for each claim, incident or occurrence.

### 4. Automobile Liability Insurance:

is not required.

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

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

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

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

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

REVISED 11/2007

## Bringing clean, affordable and reliable energy at scale to Oregon

Located in Boardman, Ore., Sunstone Solar is a proposed 1,200-megawatt solar project that would supply clean, affordable and reliable solar energy at scale to Oregon’s electrical grid, helping the state reach its aggressive clean energy goals.

## About Pine Gate Renewables

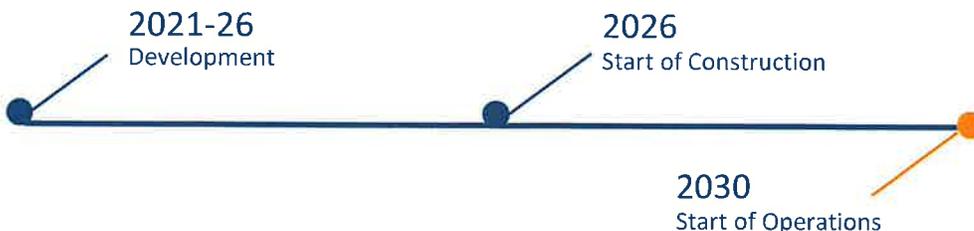
Pine Gate Renewables is a national leader in large-scale solar energy with a mission to develop clean energy for all. Our entire workforce is engaged in supporting the transition to a clean energy economy.

We build local and national partnerships that are driving the reinvention of our energy system, while at the same time creating local opportunities for a thriving, equitable, clean economy. By deploying game-changing solutions and technologies, we lead the way in bringing clean, affordable and reliable electricity to people across the country.

We can’t create a clean energy future without the partnership of the local communities where our projects are located. That’s why we are committed to being good community partners through open and transparent communications with all stakeholders, addressing project impacts, and by investing in local causes and organizations.

The development of a clean energy ecosystem requires responsible stewardship of the land around us. Pine Gate Renewables takes this mission very seriously. We work in partnership with local organizations to support the surrounding areas so our work contributes to a sustainable future for all.

## Project Timeline



1,200 MW

Clean, local and reliable energy to Oregon’s grid



216,000

Oregon homes potentially powered by clean, affordable energy



\$8.75M per year

Estimated investment in Morrow County



600+

Estimated local jobs during construction

## Committed to being a good community partner

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We strive for excellence to bring solar power online in an efficient, environmentally conscious and community-focused way. When we develop our solar projects, we're not just focused on development and construction – we actively seek ways to contribute to local communities and make a real impact for the people who live there.

**\$8.75 million invested annually:** In addition to providing enough clean, emission free energy to power more than 216,000 Oregon homes each year, Sunstone Solar will bring an estimated \$8.75 million every year to Morrow County, bringing lasting revenue to the community.

**Local economic impact:** Pine Gate strives to work with local business and organizations whenever possible during the development, construction, and lifespan of our projects. From equipment rental and service, to lodging and hospitality, and the jobs supported during construction, we will source locally as much as possible. While in construction, Sunstone Solar will create more than 600 jobs for nearly three years.

**A good neighbor:** We believe being a good neighbor is rooted in three core principles: transparent and timely communications with stakeholders; listening to the community and incorporating their feedback wherever possible; and lasting relationships and investments.



### Clean energy at scale

Sunstone Solar will be the Pacific Northwest's largest solar facility and one of the largest in the country, further solidifying Oregon's commitment to renewable energy and progress towards statewide clean energy goals. The project is being developed with careful consideration for the land and with the goal of maximizing generation while minimizes costs to customers.



### Good stewards of the land

We actively seek solutions to reduce the environmental impact of our operations while we produce affordable, clean and reliable energy. We work with landowners and local experts to preserve and protect the land where we site our projects.



### Community partner

We understand part of the success of the project depends on the success of the surrounding community. We are committed to developing lasting relationships in the community, and investments in local causes and organizations.



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# Sunstone Solar

Bringing clean, affordable, and reliable energy at scale to Oregon

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# Who is Pine Gate Renewables?

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- Pine Gate Renewables is a national leader in large -scale solar energy with a mission to develop clean energy for all.
- We build local and national partnerships that are driving the reinvention of our energy system while at the same time creating local opportunities for a thriving, equitable, clean economy.
- We are committed to being good community partners through open and transparent communications.



# What is Sunstone Solar?

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Sunstone Solar will be the Pacific Northwest's largest solar facility and one of the largest in the country.

The project is being developed with careful consideration for the land and with the goal of maximizing generation while minimizing costs to customers.



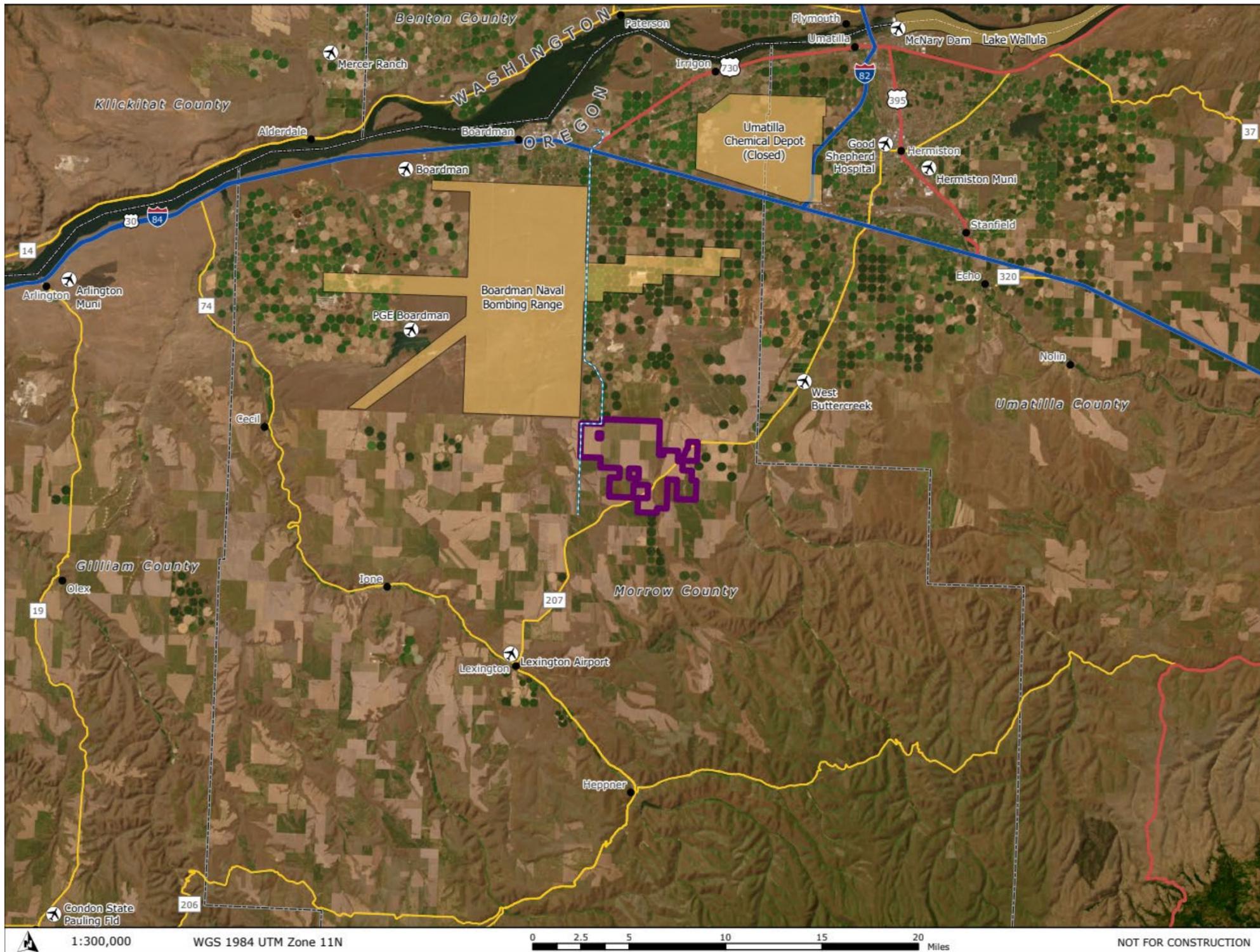
**1,200 MW**

Clean, local and reliable energy  
to Oregon's grid



**228,000**

Oregon homes potentially powered by clean,  
affordable energy



**Sunstone Solar Project**

**Figure C-1 Vicinity Map**

MORROW COUNTY, OR

-  Site Boundary
-  City/Town
-  County Boundary
-  State Boundary
-  Interstate Highway
-  US Highway
-  State Highway
-  Existing UEC Transmission Line
-  Airports
-  Department of Defense Ownership



Reference Map



1:300,000 WGS 1984 UTM Zone 11N 0 2.5 5 10 15 20 Miles NOT FOR CONSTRUCTION

# Addressing Project Impacts

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Working closely with stakeholders in and around Morrow County to address project impacts and mitigation measures



Local Agricultural  
Economy



Environmental  
Resources & Habitat



Housing and  
Transportation



Cultural Resources



Labor Sourcing



Water Needs

# Fiscal Benefits

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Over four decades, the combined real property taxes, PILOT payments, and statutory tax payments are estimated to be around \$376 million in total.

Helping to enable investments in County infrastructure such as:  
public school funding, road maintenance, affordable housing



**\$8.4 M per year**

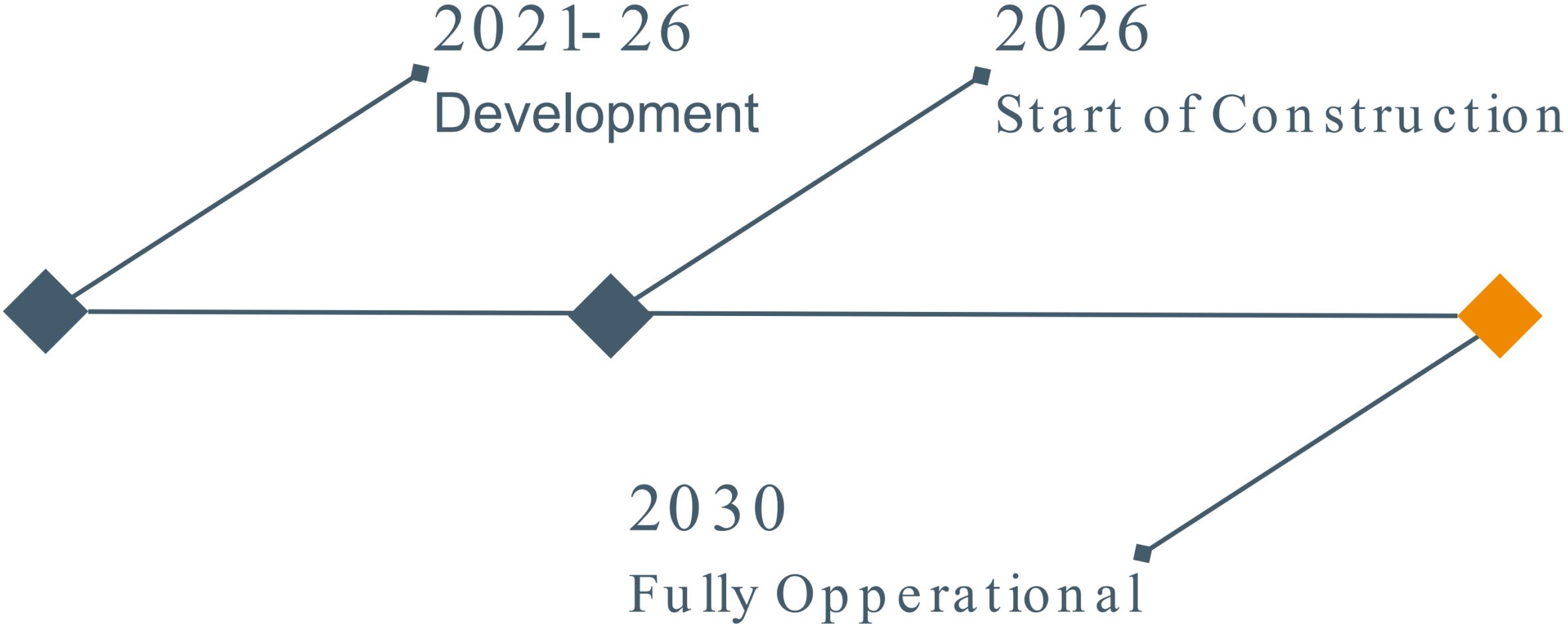
Estimated PILOT revenues over first  
17 years of operation



**600+**

Estimated local jobs  
during construction

# Project Timeline



# Contacts

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**Logan Stephens**

Sr. Director, Project Development

Pine Gate Renewables

[LoganStephens@pgrenewables.com](mailto:LoganStephens@pgrenewables.com)

**Brianne Hyder**

Senior Director

RenUSA

[Brianne@renusa.org](mailto:Brianne@renusa.org)



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

(For BOC Use)
Item #
56

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

Presenter at BOC: Katie Imes
Department: Town of Lexington
Short Title of Agenda Item: Letter of Support for the Town of Lexington's Transportation Growth Management Application
(No acronyms please)
Date submitted to reviewers: 6/5/2023
Requested Agenda Date:

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 LOS

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)

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

The Transportation and Growth Management Program (TGM) is a joint effort of two state agencies: the Oregon Department of Transportation (ODOT) and the Oregon Department of Land Conservation and Development (DLCD). The mission of TGM is to support community efforts to expand transportation choices. By linking land use and transportation planning, TGM works with local governments to create vibrant, livable places in which people can walk, bike, take transit or drive where they want to go.

The town of Lexington is applying for this years round of funding, our application will include the following proposal: to develop a Lexington Downtown Improvement Plan that guides the development and redevelopment into an exceptional place to live, work, play, and visit. Using existing plans as guidance, the Town seeks to provide a new vision for how downtown is developed, experienced, and traversed. The project will adopt a new Downtown Improvement Plan into the Comprehensive Plan. The Town believes in the potential of the downtown and seeks a new plan that identifies opportunities to increase housing options for all, attracts new businesses, increases multi-modal travel, and creates an inviting sense of place. The outcome will be a detailed downtown plan that addresses alignment, safety, general design, road crossings, connections to other transportation options, materials, adjacent landowner concerns, etc. and positions the project for streamlined design, engineering and leveraging future funding.

Lexington recently conducted a community education and outreach with the assistance of DLCD to discuss Lexingtons downtown area. Several members of the communtiy participated. The goal of this event was to allow the community to voice their concerns and issues with our downtown, a report is in process from the information recieved and will be included in our application.

Part of our application is to provide several letters of support from local governing bodies and officials. We hope that you will support this project.

## **2. FISCAL IMPACT:**

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

Sign and submit the letter of support for the Lexington Downtown Improvement project.

Attach additional background documentation as needed.



## BOARD OF COMMISSIONERS

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110 N Court St. • P.O. Box 788  
Heppner, OR 97836  
541-676-5613  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

David Sykes, Chair  
Jeff Wenholz, Commissioner  
Roy Drago Jr., Commissioner

June 7, 2023

Cheryl Jarvis-Smith, ODOT Region 5 TGM Coordinator  
Department of Land Conservation & Development  
635 Capitol St. N.E., Suite 150  
Salem, OR 97301  
[cheryljarvis-smith@odot.state.or.us](mailto:cheryljarvis-smith@odot.state.or.us)

RE: Letter of Support for the Town of Lexington's ODOT/DLCD Transportation & Growth Management Program Grant Application

Dear Ms. Jarvis-Smith,

The Board of Commissioners supports the grant application from the Town of Lexington to develop the Lexington Downtown Improvement Plan Project. If successful, Lexington will hire a consultant to develop a planning document, to be adopted into the Comprehensive Plan. Some of the Town's goals include identifying opportunities to: 1.) increase housing options; 2.) attract new businesses; 3.) increase multi-modal travel; and 4.) create an inviting sense of place.

Morrow County shares these same goals. An important factor in attaining these goals has been Morrow County Public Transit, or The Loop. The Loop has been vital in providing access to healthcare, social services, shopping and other quality-of-life services to transportation-disadvantaged populations in our rural communities.

Morrow County Public Transit is implementing several fixed-route systems. The Heppner-Boardman Connector will travel through Lexington and provide regular, reliable transportation to its residents and visitors. The Downtown Improvement Plan Project will also provide an opportunity for input on establishing a transit bus stop in Lexington.

Thank you for your consideration of the Town of Lexington's application.

Sincerely,

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David Sykes  
Chair

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Jeff Wenholz  
Commissioner

---

Roy Drago Jr.  
Commissioner



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The criminal justice commission (CJC) has a grant opportunity, Justice Reinvestment Program (JRP). We need a letter of support from BOC to continue with the application process - we have used this grant for the last 8 years. This has allowed the Morrow County Parole & Probation to have 2 full time probation deputies.

The 4 goals of JRP are: public safety, offender accountability, crime reduction and prevention, and offender treatment and rehabilitation.

We currently have letters of support from the DA, presiding Judge Hill, LPSCC, Director of Community Corrections and awaiting one from BOC.

## **2. FISCAL IMPACT:**

Unknown until August - will roughly be around the same as last year of under \$200,000 more than \$150,000

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

Sign attached letter of support to move to the next step of the application process.

Attach additional background documentation as needed.



## BOARD OF COMMISSIONERS

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110 N Court St. • P.O. Box 788  
Heppner, OR 97836  
541-676-5613  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

David Sykes, Chair  
Jeff Wenholz, Commissioner  
Roy Drago Jr., Commissioner

June 7, 2023

Oregon Criminal Justice Commission  
885 Summer St., N.E.  
Salem, OR 97301

Dear Director,

The Morrow County Board of Commissioners met on June 7<sup>th</sup> and reviewed the 2023-2025 Justice Reinvestment Grant Application presented by Dan Robbins and Gina Wilson, Morrow County Parole & Probation Department.

After a discussion and questions following the presentation, the Board is in support of the application.

For questions, please contact Ms. Wilson at [gwilson@co.morrow.or.us](mailto:gwilson@co.morrow.or.us).

Thank you for your consideration and support.

Sincerely,

---

David Sykes  
Chair

---

Jeff Wenholz  
Commissioner

---

Roy Drago Jr.  
Commissioner

# Application: Morrow JRI 23-25 Grant Application

Gina Wilson - gina.l.wilson@cc.doc.state.or.us  
Justice Reinvestment Program 23-25

## Summary

ID: 0000000012

Last submitted: May 25 2023 01:59 PM (PDT)

## Cover Sheet

Completed - Apr 20 2023

## Cover Sheet

County

Morrow

## Local Public Safety Coordinating Council (LPSCC) Chair Contact

Name:

Christy Kenny

Preferred Title (e.g. Sheriff, Judge)

(No response)

Email:

[ckenny@co.morrow.or.us](mailto:ckenny@co.morrow.or.us)

Phone:

541-676-5642

## Primary Applicant Contact

Name:	Gina L Wilson
Organization:	Morrow County Parole & Probation
Title:	Parole & Probation Deputy
Street Address:	PO Box 130
City:	Irrigon
Zip Code:	97844
E-mail:	<a href="mailto:Gina.L.Wilson@cc.doc.state.or.us">Gina.L.Wilson@cc.doc.state.or.us</a>
Phone:	5413141178

## Consultation of Data Dashboards

Completed - May 18 2023

## Consultation of Data Dashboards

Consult the [Prison Use Dashboard](#)

If your county has seen an increase in prison usage over the past 12 months or if your prison usage is above your historic baseline, please identify local factors that may be contributing to the rise in prison usage.

Morrow County is showing below the historic baseline since March 2020.

## Consult the [Recidivism Dashboard](#)

If your county has seen an increase in recidivism (incarceration) during the last year of available data or if recidivism has risen since 2013, please identify local factors that may be contributing to the rise in recidivism.

For Morrow County, the most recent 3 year recidivism data (2019/1st) indicates a reduction in recidivism compared to the prior 2 years. This can be attributed to having the second probation officer position. These funds have helped Morrow County reduce recidivism and will help to continue to devote enough time to each offender's needs to help achieve success/reduce recidivism. Without these funds, the cases would be larger and the adequate time needed would not be as effective for the goal of supervision.

Now when you look at the one year recidivism rate (2021) - shows Morrow County being above average when it comes to recidivism. Recidivism rates pike easily for Morrow County. Morrow County's total caseload is around 100 persons on supervision, +/- approximately 10. Currently it is under 100. Any individual that recidivated will increase the recidivism rate by more than one percent. Compared to a lager county, for example Multnomah County which has more than 10,000 persons on supervision, recidivism per individual has a significantly larger impact.

## Consult the [Racial Disparity Tool \(Sentencing\)](#).

How does your entire Justice Reinvestment Grant Program contribute to the reduction of racial disparities (see dashboard), or disparities affecting other historically underserved communities?

During intake to parole & probation, when the LS/CMI is conducted, you learn about individuals from various different cultures. We are taught to not be bias - this includes to accept ones differences without judgement whether it is right or wrong, we become good listeners, learn about their upbringing, issues in life and then cater to their needs by identifying barriers and providing/helping over come those barriers. Our goal is to give each individual an equal opportunity to success and finding services that is specific to their needs. Improving cultural responsiveness can help remove barriers.

For justice-involved individuals, Morrow County also provides interpreters, including unique dialects like K'iche that is prevalent in the local area.

## **Proposed Grant Program One**

Completed - May 18 2023

## **Proposed Grant Program One**

Program Name

LPSCC Coordinator

Was this program a part of the 21-23 Justice Reinvestment funded programs?

Yes

What type of program is this?

LPSCC Staff

Briefly describe the proposed program and its purpose.

Three lines or less.

The LPSCC coordinator assists as a program manager for special projects. The coordinator also helps with collecting data for reporting, drafting invoices, organizing meetings and taking minutes.

Which of the goals of the Justice Reinvestment Grant Program does this program meet?

*(select all that apply)*

**Responses Selected:**

Reduce prison usage while protecting public safety and holding individuals accountable

Reduce recidivism while protecting public safety and holding individuals accountable

If it reduces prison usage, briefly describe how below.

N/A- LSPCC Staff- Coordinator work does not provide direct services, but assists in keeping the program operational by providing staff support.

If it reduces recidivism, briefly describe how below.

N/A- LSPCC Staff- Coordinator work does not provide direct services, but assists in keeping the program operational by providing staff support.

**Target Population**

What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).

Gender Identity

*(select all that apply)*

**Responses Selected:**

Men

Women

Non-binary

**Race/Ethnicity**

If it is a general eligibility program, select "all."

*(select all that apply)*

**Responses Selected:**

All

**Other Historically Underserved Communities**

*(select all that apply)*

**No Responses Selected**

**Risk Level**

*(select all that apply)*

**Responses Selected:**

High

Medium

Which crime types does this program serve?

*(select all that apply)*

**Responses Selected:**

Driving Offenses (generally ORS chapters 811, 813)

Property Offenses (generally ORS chapters 164, 165)

Drug Offenses (generally ORS chapters 471, 475)

Which, if any, assessments does this program use?

*(select all that apply)*

**Responses Selected:**

PSC

LS/CMI

WRNA

**Briefly describe how the above assessments are used in your program.**

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

The PSC (Public Safety Checklist) is an actuarial risk assessment tool that uses offender characteristics to predict recidivism - we use this as an initial assessment when an individual is entered into DOC400.

Part of intake includes the LS/CMI (Level of Service and Case Management Inventory) – it provides a comprehensive measurement of an individual's risk, needs, and responsivity (RNR) factors, as well as a functional case management tool.

The WRNA is a set of gender-responsive actuarial risk assessment tools designed to properly account for women's risk factors, or criminogenic needs, associated with recidivism and future misconduct

The purpose of the assessments used is to help promote law abiding behavior and reduce recidivism in the community.

**Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?**

No

**Does this program provide culturally responsive services as defined in SB 1510 (2022)?**

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

Yes

If yes, briefly describe below.

Morrow County Corrections Department utilizes the evidence-based Women's Risk Needs Assessment (WRNA) for the female population. This assessment is specifically for females to identify the different needs they may have than men.

The Department works closely with CCS (Community Counseling Solutions) as a partnership to connect supervisees with mental health services (including substance use counseling) as appropriate. Culturally competent services are an essential part of CCS's provision of care to marginalized communities and vulnerable populations. The Substance Abuse and Mental Health Service Administration (SAMSHA) identified the lack of culturally appropriate behavioral health care in rural/frontier communities as a significant barrier to access for care, noting agencies need to provide culturally appropriate care, as its vital to recognize and accommodate the clients' beliefs and practices, preferred languages, historical traumas, symptom differences, and treatment preferences and approaches to care. Moreover, SAMSHA noted while culturally diverse populations are growing in rural/frontier communities, behavioral health service providers are faced with the significant challenge of providing culturally responsive and appropriate care while navigating workforce shortages. Research from SAMSHA also shows the dire need for behavioral health providers who understand the needs of marginalized communities because vulnerable populations are less likely to seek care or continue receiving care if the provider is not culturally responsive.

CCS is advancing equity-centered, culturally responsive behavioral health care while utilizing evidence-based practices by hiring a clinical supervisor who is a Licensed Clinical Social Worker that is also bicultural or bilingual and has experience providing culturally specific services. The Clinical Supervisor LCSW position will begin providing equitable services to clients in Morrow and Umatilla Counties, improving the quality and effectiveness of care by increasing access to behavioral health services in two of the most diverse and underserved counties in the state. CCS will increase the efficacy of delivering culturally appropriate behavioral health services in our Eastern Oregon communities. The Clinical Supervisor LCSW will take on a leadership role within the organization by providing clinical staff with quality educational opportunities and supervision, focused on providing culturally competent services to diverse populations.

Over the past couple of years, CCS has worked closely with the University of Cincinnati to implement their evidence-based substance abuse curriculum which is gender specific. In addition, we utilized several of their Black and Indigenous People of Color (BIPOC) subject matter to enhance that curriculum specifically for our area, culture and for the demographics of those we serve. That work was recently completed in June of 2021. We recently moved most of our substance use groups to gender specific and are assessing based on criminogenic risk as well.

CCS utilizes the nationally recognized Culturally and Linguistically Appropriate Services (CLAS) assessment tool and implementation toolkit to help guide our services appropriately. Our board of directors is committed to this topic. We recently completed an updated CLAS assessment and have begun work on prioritizing improvements. We utilize a limited English proficiency (LEP) policy which addresses language (verbal and written) preference, interpretation and translation needs. We have translated many of our written materials into Spanish, including intake and we partner with a 24/7 phone interpretation service available in 200+ languages. Several of our staff are also bilingual interpreters. All new staff receive required cultural competency training as do existing staff on an annual basis. All clinical staff receive multiple trauma informed care (TIO) trainings annually. Cultural competency is part of our quality assurance plan. CCS recognizes this is an ever-evolving topic and is committed to addressing unmet needs. We have recently allocated substantially more resources to address the topic agency-wide.

## Proposed Grant Program Two

Completed - May 18 2023

If you have an additional proposed grant program, please complete all fields of this task. A completed task will show a green checkmark on the left hand side of the screen.

## Proposed Grant Program Two

Program Name

Parole & Probation Deputy

Was this program a part of the 21-23 Justice Reinvestment funded programs?

Yes

What type of program is this?

General Supervision

Briefly describe the proposed program and its purpose.

Three lines or less.

To allow for smaller caseloads to effectively manage and hold offenders accountable while reducing recidivism.

Which of the goals of the Justice Reinvestment Grant Program does this program meet?

*(select all that apply)*

**Responses Selected:**

Reduce prison usage while protecting public safety and holding individuals accountable

Reduce recidivism while protecting public safety and holding individuals accountable

If it reduces prison usage, briefly describe how below.

It allows the court to impose probation

Lower cost: Imprisonment is expensive.

Increased employment: Offenders can work full time.

Restitution: Offenders who can work are candidates for court-ordered restitution.

Community support: Released is usually based on family and other social ties.

Reduced risk of criminal socialization: Probation isolated offenders from other criminals in jails

If it reduces recidivism, briefly describe how below.

Similar as stated above, allowing for smaller caseloads allows for quicker response to violations and effectively manage offenders. More contact in office and more opportunity for field contacts. The appropriate use of authority, problem solving, prosocial modelling, and reinforcement all while using the practice of reflective listening, motivational interviewing will help us get to the ultimate goal of reducing recidivism.

## Target Population

What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).

## Gender Identity

*(select all that apply)*

### Responses Selected:

Men

Women

Non-binary

### Race/Ethnicity

If it is a general eligibility program, select "all."

*(select all that apply)*

### Responses Selected:

All

### Other Historically Underserved Communities

*(select all that apply)*

### Responses Selected:

LGBTQIA+

**Risk Level**

*(select all that apply)*

**Responses Selected:**

High
Medium
Low

**Which crime types does this program serve?**

*(select all that apply)*

**Responses Selected:**

Driving Offenses (generally ORS chapters 811, 813)
Property Offenses (generally ORS chapters 164, 165)
Drug Offenses (generally ORS chapters 471, 475)

**Which, if any, assessments does this program use?**

*(select all that apply)*

**Responses Selected:**

PSC
LS/CMI
WRNA

**Briefly describe how the above assessments are used in your program.**

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

The PSC (Public Safety Checklist) is an actuarial risk assessment tool that uses offender characteristics to predict recidivism - we use this as an initial assessment when an individual is entered into DOC400.

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The purpose of the assessments used is to help promote law abiding behavior and reduce recidivism in the community.

**Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?**

No

**Does this program provide culturally responsive services as defined in SB 1510 (2022)?**

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

Yes

If yes, briefly describe below.

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## Proposed Grant Program Three

Incomplete

If you have an additional proposed grant program, please complete all fields of this task. A completed task will show a green checkmark on the left hand side of the screen.

## Proposed Grant Program Three

Program Name

(No response)

Was this program a part of the 21-23 Justice Reinvestment funded programs?

(No response)

What type of program is this?

(No response)

Briefly describe the proposed program and its purpose.

Three lines or less.

(No response)

Which of the goals of the Justice Reinvestment Grant Program does this program meet?

*(select all that apply)*

**No Responses Selected**

Target Population

What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).

Gender Identity

*(select all that apply)*

**No Responses Selected**

Race/Ethnicity

If it is a general eligibility program, select "all."

*(select all that apply)*

**No Responses Selected**

Other Historically Underserved Communities

*(select all that apply)*

**No Responses Selected**

Risk Level

*(select all that apply)*

**No Responses Selected**

Which crime types does this program serve?

*(select all that apply)*

**No Responses Selected**

Which, if any, assessments does this program use?

*(select all that apply)*

**No Responses Selected**

Briefly describe how the above assessments are used in your program.

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

(No response)

Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?

(No response)

Does this program provide culturally responsive services as defined in SB 1510 (2022)?

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

(No response)

## **Proposed Grant Program Four**

**Incomplete**

If you have an additional proposed grant program, please complete all fields of this task. A completed task will show a green checkmark on the left hand side of the screen.

## **Proposed Grant Program Four**

**Program Name**

(No response)

**Was this program a part of the 21-23 Justice Reinvestment funded programs?**

(No response)

**What type of program is this?**

(No response)

**Briefly describe the proposed program and its purpose.**

Three lines or less.

(No response)

**Which of the goals of the Justice Reinvestment Grant Program does this program meet?**

*(select all that apply)*

**No Responses Selected**

**Target Population**

**What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).**

## Gender Identity

*(select all that apply)*

**No Responses Selected**

## Race/Ethnicity

If it is a general eligibility program, select "all."

*(select all that apply)*

**No Responses Selected**

## Other Historically Underserved Communities

*(select all that apply)*

**No Responses Selected**

## Risk Level

*(select all that apply)*

**No Responses Selected**

## Which crime types does this program serve?

*(select all that apply)*

**No Responses Selected**

## Which, if any, assessments does this program use?

*(select all that apply)*

**No Responses Selected**

**Briefly describe how the above assessments are used in your program.**

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

(No response)

**Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?**

(No response)

**Does this program provide culturally responsive services as defined in SB 1510 (2022)?**

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

(No response)

## **Proposed Grant Program Five**

**Incomplete**

If you have an additional proposed grant program, please complete all fields of this task. A completed task will show a green checkmark on the left hand side of the screen.

## **Proposed Grant Program Five**

**Program Name**

(No response)

**Was this program a part of the 21-23 Justice Reinvestment funded programs?**

(No response)

What type of program is this?

(No response)

Briefly describe the proposed program and its purpose.

Three lines or less.

(No response)

Which of the goals of the Justice Reinvestment Grant Program does this program meet?

*(select all that apply)*

**No Responses Selected**

Target Population

What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).

Gender Identity

*(select all that apply)*

**No Responses Selected**

Race/Ethnicity

If it is a general eligibility program, select "all."

*(select all that apply)*

**No Responses Selected**

Other Historically Underserved Communities

*(select all that apply)*

**No Responses Selected**

Risk Level

*(select all that apply)*

**No Responses Selected**

Which crime types does this program serve?

*(select all that apply)*

**No Responses Selected**

Which, if any, assessments does this program use?

*(select all that apply)*

**No Responses Selected**

Briefly describe how the above assessments are used in your program.

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

(No response)

Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?

(No response)

**Does this program provide culturally responsive services as defined in SB 1510 (2022)?**

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

(No response)

## **Proposed Grant Program Six**

**Incomplete**

If you have an additional proposed grant program, please complete all fields of this task. A completed task will show a green checkmark on the left hand side of the screen.

## **Proposed Grant Program Six**

**Program Name**

(No response)

**Was this program a part of the 21-23 Justice Reinvestment funded programs?**

(No response)

**What type of program is this?**

(No response)

**Briefly describe the proposed program and its purpose.**

Three lines or less.

(No response)

Which of the goals of the Justice Reinvestment Grant Program does this program meet?

*(select all that apply)*

**No Responses Selected**

Target Population

What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).

Gender Identity

*(select all that apply)*

**No Responses Selected**

Race/Ethnicity

If it is a general eligibility program, select "all."

*(select all that apply)*

**No Responses Selected**

Other Historically Underserved Communities

*(select all that apply)*

**No Responses Selected**

Risk Level

*(select all that apply)*

**No Responses Selected**

Which crime types does this program serve?

*(select all that apply)*

**No Responses Selected**

Which, if any, assessments does this program use?

*(select all that apply)*

**No Responses Selected**

Briefly describe how the above assessments are used in your program.

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

(No response)

Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?

(No response)

Does this program provide culturally responsive services as defined in SB 1510 (2022)?

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

(No response)

## **Proposed Grant Program Seven**

**Incomplete**

If you have an additional proposed grant program, please complete all fields of this task. A completed task will show a green checkmark on the left hand side of the screen.

## **Proposed Grant Program Seven**

**Program Name**

(No response)

**Was this program a part of the 21-23 Justice Reinvestment funded programs?**

(No response)

**What type of program is this?**

(No response)

**Briefly describe the proposed program and its purpose.**

Three lines or less.

(No response)

**Which of the goals of the Justice Reinvestment Grant Program does this program meet?**

*(select all that apply)*

**No Responses Selected**

**Target Population**

**What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).**

## Gender Identity

*(select all that apply)*

**No Responses Selected**

### Race/Ethnicity

If it is a general eligibility program, select "all."

*(select all that apply)*

**No Responses Selected**

### Other Historically Underserved Communities

*(select all that apply)*

**No Responses Selected**

### Risk Level

*(select all that apply)*

**No Responses Selected**

### Which crime types does this program serve?

*(select all that apply)*

**No Responses Selected**

### Which, if any, assessments does this program use?

*(select all that apply)*

**No Responses Selected**

Briefly describe how the above assessments are used in your program.

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

(No response)

Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?

(No response)

Does this program provide culturally responsive services as defined in SB 1510 (2022)?

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

(No response)

## Proposed Grant Program Eight

Incomplete

If you have an additional proposed grant program, please complete all fields of this task. A completed task will show a green checkmark on the left hand side of the screen.

## Proposed Grant Program Eight

Program Name

(No response)

Was this program a part of the 21-23 Justice Reinvestment funded programs?

(No response)

What type of program is this?

(No response)

Briefly describe the proposed program and its purpose.

Three lines or less.

(No response)

Which of the goals of the Justice Reinvestment Grant Program does this program meet?

*(select all that apply)*

**No Responses Selected**

Target Population

What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).

Gender Identity

*(select all that apply)*

**No Responses Selected**

Race/Ethnicity

If it is a general eligibility program, select "all."

*(select all that apply)*

**No Responses Selected**

Other Historically Underserved Communities

*(select all that apply)*

**No Responses Selected**

Risk Level

*(select all that apply)*

**No Responses Selected**

Which crime types does this program serve?

*(select all that apply)*

**No Responses Selected**

Which, if any, assessments does this program use?

*(select all that apply)*

**No Responses Selected**

Briefly describe how the above assessments are used in your program.

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

**(No response)**

Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?

**(No response)**

**Does this program provide culturally responsive services as defined in SB 1510 (2022)?**

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

(No response)

## **Proposed Grant Program Nine**

**Incomplete**

If you have an additional proposed grant program, please complete all fields of this task. A completed task will show a green checkmark on the left hand side of the screen.

## **Proposed Grant Program Nine**

**Program Name**

(No response)

**Was this program a part of the 21-23 Justice Reinvestment funded programs?**

(No response)

**What type of program is this?**

(No response)

**Briefly describe the proposed program and its purpose.**

Three lines or less.

(No response)

Which of the goals of the Justice Reinvestment Grant Program does this program meet?

*(select all that apply)*

**No Responses Selected**

Target Population

What target population(s) is this program designed to serve? Make sure to include any underserved populations as defined in HB 3064 (2019) (*racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities*).

Gender Identity

*(select all that apply)*

**No Responses Selected**

Race/Ethnicity

If it is a general eligibility program, select "all."

*(select all that apply)*

**No Responses Selected**

Other Historically Underserved Communities

*(select all that apply)*

**No Responses Selected**

Risk Level

*(select all that apply)*

**No Responses Selected**

Which crime types does this program serve?

*(select all that apply)*

**No Responses Selected**

Which, if any, assessments does this program use?

*(select all that apply)*

**No Responses Selected**

Briefly describe how the above assessments are used in your program.

*Example: "The PSC is used as an initial triaging tool to determine whether or not a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later."*

(No response)

Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?

(No response)

Does this program provide culturally responsive services as defined in SB 1510 (2022)?

*("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)*

(No response)

## Eligibility Requirements

Completed - Apr 12 2023

## Eligibility Requirements

## Short-Term Transitional Leave

Does the county consider and accept short-term transitional leave candidates as appropriate?

Yes

## Oregon Health Plan?

Does the county or county partners provide assistance to clients enrolling in the Oregon Health Plan?

Yes

## Planning and Implementation

Completed - May 18 2023

## Planning and Implementation

### Partnerships

Describe the collaborative partnerships in place that will support the county's performance and progress toward the goals of Justice Reinvestment.

We will continue to work closely with Community Counseling Solutions. This will allow us to monitor justice involved individuals with status on treatment such as; Mental Health, Drug and Alcohol, Sex Offender and medication support. Treatment is a big part of rehabilitation, it can be an aid in recidivism and a guide for challenges that arise, teaching skills such as how to cope with daily life.

Collaborating with domestic violence has allowed us to work together when in need toward the common goals of ensuring safety and preserving families. These goals are the basis for collaboration in the delivery of services all affected by domestic violence.

LPSCC - which I describe as a behind the scenes criminal justice work. Criminal justice leaders, health and behavioral health providers, elected officials and others gather together regularly to discuss policy and manage grants designed to provide resources to be used locally and to help implement programs to keep criminals from reoffending.

## Input of Historically Underserved Communities and Partners

How does the county include the input of historically underserved communities and community partners in the operation and/or periodic review of the programs proposed for Justice Reinvestment funding?

The LPSCC sent emails to the following organizations: Oregon Rural Action, Euvalcree, Oregon Pride Foundation, Boardman Chamber of Commerce, Latino Community Association, and Oregon Latino Leadership Network. The email invited community partners and those they serve to join LPSCC meetings and contribute their valuable perspective to the discussions. The letter emphasized the regular and public nature of the meetings, and the subject matter involved. The email that was sent is below. We have received responses from a few organizations, with Oregon Rural Action showing an interest. The LPSCC welcomes all public input and participation, and looks forward to involving members of historically underserved communities in our work.

Dear [Community Partner],

As you may know, each County in Oregon has a Local Public Safety Coordinating Council (LPSCC). I am writing to you on behalf of the Morrow County and Wheeler County LPSCCs. We meet regularly, and are working towards inclusion of historically underserved communities in our organizations.

We realize the wealth of knowledge and perspective gained from inclusion, and reach out to you because of your work with this population. Our meetings are public, and include elected and appointed officials, Department and Agency heads, and others involved in policy making. This is a wonderful opportunity for citizens to get involved and participate in decision making around the criminal justice system! Please let me know if this is something someone in your organization may be interested in. In addition, please forward this information to your contacts in the Wheeler County and Morrow County regions. Lastly, keep in mind that every county has a LPSCC, so your membership in other regions could benefit as well.

Thanks so much for your time and attention as we move toward more inclusive LPSCCs.

Jessica Rose

LPSCC Coordinator

## Victim Service Providers Selection

How does the County intend to select which victim service providers in the community to award funds?

Will the county run a competitive process?

Yes

If the county will run a competitive process, please briefly describe the process below.

LPSCC will accept applications for the funding from Domestic Violence Services, Inc. and Mount Emily Safe Center.

## Evaluation Plan

Indicate how your LPSCC intends to meet the evaluation portion of your proposal.

*Note: the application for the Evaluation Plan will be due in September.*

Remit 3% of awarded funds to the CJC's statewide evaluation budget

Do you have a suggested research topic for the CJC to study? *(Optional)*

(No response)

## 2023-25 Competitive Grant

In 2017, House Bill 3078 created a competitive grant to support downward departure prison diversion programs. Funding figures for this grant will be released at a future date once the legislature has appropriated funding. At this stage in the process, we just need to know if you intend to apply for this grant.

Note: The application for the Competitive Grant will be due in September.

Would you like to apply for this optional grant?

No

## Letter of Support: LPSCC

Completed - May 25 2023

As required by OAR 213-060-0050(2), please include a letter in support of the grant application from the county's Local Public Safety Coordinating Council here.

### [LPSCC Letter 23-35](#)

Filename: LPSCC\_Letter\_23-35.pdf Size: 41.7 kB

## Letter of Support: County Governing Body

Completed - May 25 2023

As required by OAR 213-060-0050(2), please include a letter in support of the grant application from the county's governing body (Board of Commissioners or County Court) here.

### [BOC SUPPORT](#)

Filename: BOC\_SUPPORT.pdf Size: 82.0 kB

## OPTIONAL: Additional Letters of Support

Incomplete

Upload any additional letters of support you may have here.

## Statement of Commitment: District Attorney

Completed - May 15 2023

Pursuant to OAR 213-060-0050 and HB 3064 (2019) §1(4)(b), the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed [example statements of commitment](#) that may be helpful as the key stakeholders write their own statements of commitment.

### [Statement of Commitment- 5-15-2023](#)

Filename: Statement\_of\_Commitment-\_5-15-2023.pdf Size: 114.7 kB

## Statement of Commitment: Presiding Judge

Completed - May 15 2023

Pursuant to OAR 213-060-0050 and HB 3064 (2019) §1(4)(b), the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable

- **Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.**

The CJC has developed [example statements of commitment](#) that may be helpful as the key stakeholders write their own statements of commitment.

### **MOR JRI Letter of Commitment- PJx**

Filename: MOR\_JRI\_Letter\_of\_Committment-\_PJx.pdf Size: 218.8 kB

## **Statement of Commitment: Director of Community Corrections**

Completed - May 11 2023

Pursuant to OAR 213-060-0050 and HB 3064 (2019) §1(4)(b), the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- **Reduce recidivism while protecting public safety and holding offenders accountable**
- **Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.**

The CJC has developed [example statements of commitment](#) that may be helpful as the key stakeholders write their own statements of commitment.

### **Letter of Support Director**

Filename: Letter\_of\_Support\_Director.pdf Size: 46.2 kB

## **OPTIONAL: Additional Statements of Commitment**

Incomplete

Pursuant to OAR 213-060-0050 and HB 3064 (2019) §1(4)(b), the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- **Reduce recidivism while protecting public safety and holding offenders accountable**
- **Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.**

The CJC has developed [example statements of commitment](#) that may be helpful as the key stakeholders write their own statements of commitment.



## MORROW COUNTY PAROLE & PROBATION

Dan Robbins, Director  
P.O. Box 130  
Irrigon, OR 97844  
Phone: 541-314-5222  
Fax: 541-922-5944

John Bowles, Sheriff  
Brian Snyder, Undersheriff

May 23, 2023

The Morrow County Local Public Safety Coordinating Council met on May 23, 2023 and reviewed the 2023-2025 Biennial Plan for the Justice Reinvestment grant.

After a discussion and answering any questions following the presentation today, LPSCC is in agreement with the plan presented.

Should you have questions about LPSCC's support, my contact information is listed below. Should you have questions about the plan, please contact Ms. Wilson at [gwilson@co.morrow.or.us](mailto:gwilson@co.morrow.or.us)

Thank you for your consideration and support.

Sincerely,

Christy Kenny, Chair

Morrow County LPSCC

541-371-1693

[ckenny@co.morrow.or.us](mailto:ckenny@co.morrow.or.us)



## MORROW COUNTY DISTRICT ATTORNEY

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

Justin Nelson: District Attorney  
Zach Williams: Deputy District Attorney  
Deona Siex: Office Manager  
Julia Finch: Victim Assistance Director  
Debbie Peck: Support Enforcement

May 15, 2023

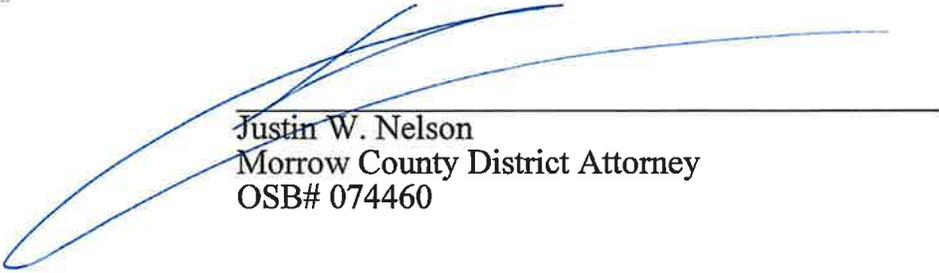
RE: Justice Reinvestment Grant- Statement of Commitment

Morrow County has applied for a provisional year-two grant relating to the Justice Reinvestment Grant. Please accept this letter of support for Morrow County's JRI program grant application.

As District Attorney, I support the goals of Morrow County's JRI programs in their current form, which include reducing recidivism, decreasing prison usage, protecting the public and holding offenders accountable. Morrow County continues to work to find programs and resources that will assist our rural community address root causes of criminal behavior while ensuring community safety.

I welcome the opportunity to answer any questions about our various treatment and specialty court programs that are made possible through JRI.

Thank you for your time,



---

Justin W. Nelson  
Morrow County District Attorney  
OSB# 074460



## SIXTH JUDICIAL DISTRICT

MORROW & UMATILLA COUNTY CIRCUIT COURTS

216 SE 4<sup>th</sup> STREET

PENDLETON, OR 97801

541-278-0341

Email: 6<sup>th</sup>.district@ojd.state.or.us

HON. DANIEL J. HILL  
Presiding Judge

IRMA SOLIS  
Acting Trial Court Administrator

May 15, 2023

Director Ken Sanchagrin  
Oregon Criminal Justice Commission  
885 Summer St. NE  
Salem, OR 97301

Subject: 2023-2025 Morrow County JRI Application

Dear Director, Sanchagrin:

The Sixth Judicial District, Oregon's Circuit Courts for Morrow and Umatilla Counties, supports Morrow County's request for JRI funding for programs to reduce recidivism in the county and reduce the use of Oregon state prison beds while protecting public safety and holding offenders accountable.

The programs under discussion by Morrow County LPSCC focus on stabilizing offenders in the community and providing services within the Umatilla County jail, which houses Morrow County defendants as well. This first round application does not reflect current legislative initiatives and any impact on services to this population, however the judges of the circuit court recognize there will be an emphasis on increased equity for underserved populations.

On behalf of the Sixth Judicial District and the Morrow County Circuit Court, I appreciate your consideration of Morrow County's request for Justice Reinvestment grant funding to continue this service in our community.

Sincerely,

Daniel J. Hill, Circuit Court Judge

Daniel J. Hill  
Presiding Judge



## MORROW COUNTY PAROLE & PROBATION

Dan Robbins, Director  
P.O. Box 130  
Irrigon, OR 97844  
Phone: 541-314-5222  
Fax: 541-922-5944

John Bowles, Sheriff  
Brian Snyder, Undersheriff

May 8, 2023

RE: Justice Reinvestment Grant – Statement of Commitment

Morrow County Community Corrections is applying for the 2023-2025 Justice Reinvestment Grant. We have been using these grant dollars to help fund a full-time officer in the previous biennium's. Having a full-time officer has reduced the number of offenders on our individual caseloads. This has allowed more time for each offender to address both risk and needs.

We are in full support of the goals of Justice Reinvestment:

- Reduce recidivism while protecting public safety and holding offenders accountable.
- Decrease the county's utilization of imprisonment in a Department of Corrections Institution while protecting public safety and holding offenders accountable.

I believe that this grant application will help us advance the goals of the state Justice Reinvestment program while protecting public safety and holding offenders accountable locally.

LT. Dan Robbins

Director Morrow County Parole and Probation



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

(For BOC Use)
Item #
5d

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

Presenter at BOC: Jaylene Papineau

Date submitted to reviewers: 6/2/2023

Department: Treasurer

Requested Agenda Date: June 7, 2023

Short Title of Agenda Item:

(No acronyms please)

Treasurer Authorization to Invest Funds OR-2023-3

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:

Jaylene Papineau 6/1/2023 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)

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

ORS 294.004 (2)

(See Attached)

ORS 294.035

(See Attached)

ORS 294.053

(See Attached)

ORS 294.125

(See Attached)

BOC needs to sign the annual "Authorization to Invest Funds" for the fiscal year July 1, 2023 through June 30, 2024.

## **2. FISCAL IMPACT:**

If the order is not signed, all County money will have to be moved from the Local Government Investment Pool (LGIP), aka State Pool, to Bank of Eastern Oregon or other local bank accounts. The County would then be losing the higher interest income that comes with having our funds in the LGIP and it would cost more personnel time maintaining numerous bank accounts.

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

BOC signs the Order authorizing the investment of funds

Attach additional background documentation as needed.

**294.004 Definitions.** For the purposes of this chapter, unless the context requires otherwise:

(1) "Local government" means any county, municipality, political subdivision or school district.

(2) "Custodial officer" means the officer having custody of the funds of any county, municipality, political subdivision or school district.

(3) "Deferred compensation plan" means a plan, established by any employer that is a county, municipality, political subdivision or school district, that has as its purposes the deferral of compensation to employees of such employer and the deferral of income taxation on such deferred compensation.

(4) "Deferred employee compensation" means funds under an agreement providing for payment at a future date by a municipal corporation for services currently rendered by an eligible employee in fixed or variable amounts for life or for a guaranteed number of years after retirement or termination of employment.

(5) "Nationally recognized statistical rating organization" has the meaning given that term in Rule 15c3-1 under the Securities Exchange Act of 1934, as amended.

(6) "Surplus funds" means all funds that are not pension funds and that are not required for immediate expenditure. [1975 c.359 §2; 1977 c.470 §1; subsection (4) enacted as 1977 c.102 §1; 1995 c.245 §1; 1997 c.179 §25]

**294.035 Investment of funds of political subdivisions; approved investments.** (1) Subject to ORS 294.040 and 294.135 to 294.155, the custodial officer may invest any sinking fund, bond fund or surplus funds in the custody of the custodial officer in the bank accounts, classes of securities at current market prices, insurance contracts and other investments listed in this section, but only after obtaining from the governing body of the county, municipality, political subdivision or school district a written order that has been entered in the minutes or journal of the governing body.

(2) This section does not:

(a) Limit the authority of the custodial officer to invest surplus funds in other investments when the investment is specifically authorized by another statute.

(b) Apply to a sinking fund or a bond fund established in connection with conduit revenue bonds issued by a county, municipality, political subdivision or school district for private business entities or nonprofit corporations.

(3) Investments authorized by this section are:

(a) Lawfully issued general obligations of the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government and obligations whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government.

(b) Lawfully issued debt obligations of the agencies and instrumentalities of the State of Oregon and its political subdivisions that have a long-term rating of A- or an equivalent rating or better or are rated on the settlement date in the highest category without any refinement or gradation for short-term municipal debt by a nationally recognized statistical rating organization.

(c) Lawfully issued debt obligations of the States of California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating of AA- or an equivalent rating or better or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization.

(d) Time deposit open accounts, certificates of deposit and savings accounts in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state.

(e) Share accounts and savings accounts in credit unions in the name of, or for the benefit of, a member of the credit union pursuant to a plan of deferred compensation.

(f) Fixed or variable life insurance or annuities as defined in ORS 731.170 and guaranteed investment contracts issued by life insurance companies authorized to do business in this state.

(g) Trusts in which deferred compensation funds from other public employers are pooled, if:

(A) The purpose is to establish a deferred compensation plan;

(B) The trust is a public instrumentality of such public employers and described in section (2)(b) of the Investment Company Act of 1940, 15 U.S.C. 80a-2(b), as amended, in effect on September 20, 1985, or the trust is a common trust fund described in ORS 709.170;

(C) Under the terms of the plan the net income from or gain or loss due to fluctuation in value of the underlying assets of the trust, or other change in such assets, is reflected in an equal increase or decrease in the amount distributable to the employee or the beneficiary thereof and, therefore, does not ultimately result in a net increase or decrease in the worth of the public employer or the state; and

(D) The fidelity of the trustees and others with access to such assets, other than a trust company, as defined in ORS 706.008, is insured by a surety bond that is satisfactory to the public employer, issued by a company authorized to do a surety business in this state and in an amount that is not less than 10 percent of the value of such assets.

(h)(A) Banker's acceptances, if the banker's acceptances are:

(i) Guaranteed by, and carried on the books of, a qualified financial institution;

(ii) Eligible for discount by the Federal Reserve System; and

(iii) Issued by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organizations.

(B) For the purposes of this paragraph, "qualified financial institution" means:

(i) A financial institution that is located and licensed to do banking business in the State of Oregon; or

(ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon.

(C) A custodial officer shall not permit more than 25 percent of the moneys of a local government that are available for investment, as determined on the settlement date, to be invested in banker's acceptances of any qualified financial institution.

(i)(A) Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Corporate indebtedness described in this paragraph does not include banker's acceptances. The corporate indebtedness must be issued by a commercial, industrial or utility business enterprise, or by or on behalf of a financial institution, including a holding company owning a majority interest in a qualified financial institution.

(B) Corporate indebtedness must be rated on the settlement date P-1 or Aa3 or better by Moody's Investors Service or A-1 or AA- or better by S&P Global Ratings and Fitch Ratings or an equivalent rating by any nationally recognized statistical rating organization.

(C) Notwithstanding subparagraph (B) of this paragraph, the corporate indebtedness must be rated on the settlement date P-2 or A3 or better by Moody's Investors Service or A-2 or A or better by S&P Global Ratings and Fitch Ratings or an equivalent rating by any nationally recognized statistical rating organization when the corporate indebtedness is:

(i) Issued by a business enterprise that has its headquarters in Oregon, employs more than 50 percent of its permanent workforce in Oregon or has more than 50 percent of its tangible assets in Oregon; or

(ii) Issued by a holding company owning not less than a majority interest in a qualified financial institution, as defined in paragraph (h) of this subsection, located and licensed to do banking business in Oregon or by a holding company owning not less than a majority interest in a business enterprise described in sub-subparagraph (i) of this subparagraph.

(D) A custodial officer may not permit more than 35 percent of the moneys of a local government that are available for investment, as determined on the settlement date, to be invested in corporate indebtedness, and may not permit more than five percent of the moneys of a local government that are available for investment to be invested in corporate indebtedness of any single corporate entity and its affiliates or subsidiaries.

(j) Repurchase agreements whereby the custodial officer purchases securities from a financial institution or securities dealer subject to an agreement by the seller to repurchase the securities. The repurchase agreement must be in writing and executed in advance of the initial purchase of the securities that are the subject of the repurchase agreement. Only securities described in paragraph (a) of this subsection may be used in conjunction with a repurchase agreement and such securities shall have a maturity of not longer than three years. The price paid by the custodial officer for such securities may not exceed amounts or percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board created by ORS 294.885.

(k) Shares of stock of any company, association or corporation, including but not limited to shares of a mutual fund, but only if the moneys being invested are funds set aside pursuant to a local government deferred compensation plan and are held in trust for the exclusive benefit of participants and their beneficiaries.

(L) The investment pool as defined in ORS 294.805 and, with the approval of the State Treasurer, any other commingled investment pool that may be established in the discretion of the State Treasurer for investment of the funds of local governments. The State Treasurer may require the governing body of a local government to enter into an investment agreement with the State Treasurer as a condition of investing funds in a commingled investment pool under this paragraph. [Amended by 1957 c.53 §1; 1957 c.689 §1; 1965 c.404 §1; 1973 c.157 §1; 1973 c.288 §1; 1974 c.36 §9; 1975 c.359 §3; 1977 c.300 §1; 1981 c.804 §84; 1981 c.880 §13; 1983 c.456 §2; 1985 c.256 §2; 1985 c.440 §1; 1985 c.690 §2; 1987 c.493 §1; 1991 c.459 §379; 1993 c.59 §1; 1993 c.452 §1; 1993 c.721 §1; 1995 c.79 §102; 1995 c.245 §2; 1997 c.249 §91; 1997 c.631 §446; 1999 c.601 §1; 2001 c.377 §43; 2003 c.405 §1; 2005 c.443 §§13,13a; 2009 c.821 §25; 2013 c.192 §1; 2014 c.18 §1; 2019 c.587 §52]

**294.053 Investment by county in master warrants of county.** A county treasurer may invest any sinking fund, bond fund or surplus of funds in the custody of the county treasurer in master warrants of that county issued under ORS 287A.482 to 287A.488. [1959 c.208 §1]

**294.125 Investment of funds authorized by order of governing body; limitations.** (1) Subject to ORS 294.040 and 294.135 to 294.155, the custodial officer of any county,

municipality, school district or other political subdivision of this state may, after having obtained a written order from the governing body of the county, municipality, school district or other political subdivision, which order shall be spread upon the minutes or journal of the governing body, invest any sinking fund, bond fund or surplus funds belonging to that county, municipality, school district or other political subdivision in the bank accounts, classes of securities at current market prices, insurance contracts and other investments described in ORS 294.035. However, notwithstanding any provision of ORS 190.003 to 190.250, except as provided in ORS 294.035:

(a) No custodial officer of any political subdivision of this state may accept for investment or invest the funds of any other political subdivision of this state; and

(b) No such political subdivision may tender funds for investment to the custodial officer of any other such political subdivision.

(2) Subject to ORS 294.040, 294.135 to 294.155 and subsection (1) of this section, the custodial officer of a port organized under ORS chapter 777 or 778 may invest any sinking fund, bond fund or surplus funds belonging to the port in interest-bearing revenue bonds issued by an export trading corporation formed by the port under ORS 777.755 to 777.800. A custodial officer of a port shall not invest in the aggregate more than \$3 million in revenue bonds issued by an export trading corporation. [1981 c.880 §5; 1983 c.200 §17; 1995 c.245 §6]

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

IN THE MATTER OF AUTHORIZING ) ORDER NO. OR-2023-3  
THE COUNTY TREASURER )  
TO INVEST FUNDS )

**THIS MATTER HAVING COME BEFORE THE MORROW COUNTY BOARD OF COMMISSIONERS** this 7<sup>th</sup> day of June 2023, at a properly organized meeting, a quorum having been present and all notice and procedural requirements having been met, the Morrow County Board of Commissioners does hereby make the following findings and issue the following ORDER:

That the Morrow County Treasurer is a "custodial officer" as defined by ORS 294.004 (2); and

That the Morrow County Treasurer is authorized to invest funds of this body by virtue of ORS 294.035, 294.125:

**THEREFORE**, it is hereby ordered that the Treasurer of Morrow County is authorized to invest the funds of this body, subject to all statutory guidelines and provision, from July 1, 2023 until June 30, 2024, unless amended earlier by the Board of Commissioners.

**IT IS FURTHER ORDERED** that this Order be spread upon the minutes/journal of this body.

**SO ORDERED** this 7<sup>th</sup> day of June 2023.

**MORROW COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
David Sykes, Chair

Approved as to Form:

\_\_\_\_\_  
Jeff Wenholz, Commissioner

\_\_\_\_\_  
Morrow County Counsel

\_\_\_\_\_  
Roy Drago Jr., Commissioner



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

(For BOC Use)  
 Item #  
 5e

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

Presenter at BOC: Vance Jacobson  
 Department: Human Resources  
 Short Title of Agenda Item:

Date submitted to reviewers: 5/19/2023  
 Requested Agenda Date: 6/7/2023

(No acronyms please) Classification & Compensation Review

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

_____	Department Director	Required for all BOC meetings
DATE		
_____	County Administrator	Required for all BOC meetings
DATE		
_____	County Counsel	*Required for all legal documents
DATE		
_____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
Lindsay Grogan	5/17/2023	Human Resources
DATE		

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Please see attached for a final report of findings for the County compensation study performed by JB Rewards.

## 2. FISCAL IMPACT:

N/A

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

N/A

Attach additional background documentation as needed.

**From:** Lindsay Grogan <[lgrogan@co.morrow.or.us](mailto:lgrogan@co.morrow.or.us)>  
**Sent:** Monday, March 27, 2023 7:30 PM  
**To:** Roberta Vanderwall <[rvanderwall@co.morrow.or.us](mailto:rvanderwall@co.morrow.or.us)>  
**Subject:** Personnel Title Changes with Compensation Study

Hi Berta,

I remembered as we were talking today, that you had asked me to send you the personnel suggested title changes from the Compensation Consultant for review.

- Fair Secretary → Fair Manager
- Planning Director → Planning and Community Development Director
  - Then replace the Planning Director with a Principle Planner (supervisor)
- Asst Road Master → Manager, Maintenance Operations
- Planner 2 → Associate planner
- Senior Mechanic → Master Technical Mechanic
- Patrol Deputy → Deputy Sheriff
- PW Management Asst → Administrative Manager
- Administrative Lieutenant → Administrative Manager
- Payroll & Benefits Administrator → Payroll & Benefits Coordinator
- Working Foreman → Maintenance Team Leader
- Health Equity Coordinator → PH Access Specialist
- Financial Analyst → Accounting Analyst
- Mechanic → Technical Mechanic
- Communicable Disease Coordinator → PH Data Coordinator
- Communications Deputy → Communications Dispatcher (911)
- Office Specialist → Administrative Assistant
- Office Assistant → Administrative Clerk
- Janitor → Custodian

I have discussed each of these with the department heads.

Are we okay to proceed or do you see anything that you have an issue with?

# Morrow County, Oregon



## Compensation Study

May 2023

JB REWARD SYSTEMS  
Bainbridge Island, WA

# JB

# Morrow County

## Classification & Compensation Review

### Table of Contents

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Executive Summary:		
I	Introduction and Summary	1
II	Highlights of Our Findings	4
III	Highlighted Recommendations	8

### Appendices

- A JOBMEAS™ Summary
- B Job Classification Structure
- C Master Salary Structure

# I. Introduction and Summary

## A. Background

The Morrow County, Oregon provides a complete range of municipal and related services to small town residential, business, and rural agricultural populations.. The County is listed as having a population of about 13,000, although with its location along I-84 and the substantial growth in commercial activity, it has the characteristics and growth potential of a noticeably larger county.

The County also would like assurance that the current salary administration system adequately supports optimal internal job alignment decisions, challenges in developing and retaining of key skills, and contrasted by concerns about labor costs and fiscal responsibility.

To assure a logical approach to developing a job classification and compensation program, the County sought a project to review and update its existing program that was initially developed about twelve years ago. This review would accomplish these broad objectives:

- Determine the County's **competitive standing** in a local/regional labor market comprised of comparable municipal governments and other service industries such as education and healthcare.
- Update the **classification structures** to properly align all jobs, modernize job titles and job designs as needed to support growth and service demands, and have a capability to offer skill-based career ladders.
- Install the most up-to-date tools for aligning jobs into pay levels based on content, difficulty, and responsibility.
- Assess the **internal equity** of the County's existing compensation practices. This should always be a fundamental goal of a salary administration program.
- Develop action **plans to implement changes** over time and within cost structure limitations.
- Develop **techniques** that enable periodic updating of compensation structure(s), re-evaluation of job content, and evaluation of pay range assignments.

The purpose of this report is to present our findings pertaining to the above mentioned objectives, recommend changes to existing practices, and ultimately recommend a systematic approach to establishing and administering compensation for employees.

## B. Project Process and Flow

The project to assess and modernize the compensation and job classification program for exempt, non-represented, and represented positions has involved the following major activities:

- **Organization Review.** A review of the County's political and management structure, scope of services, classification and compensation history, and job documentation, to enable a general understanding of how the County operates.
- **Job Analysis.** A review of the current job descriptions, and exploratory discussions about the design of skill-based career paths that can sustain the County's high levels of service.
- **Salary Research.** The collection of salary information from other organizations of comparable size, complexity, nature and scope of services, economic character and cost-of-living, and geography in order to help the County understand the pay practices used elsewhere. The survey would be conducted by acquiring salary range data from local and regional competitors in municipal government. Reporting of competitive salary information would be in accordance with professional and legal requirements, displaying only median, average, and quartile information for the selected sample of jobs.
- **Job Measurement.** The study of job content using the JOBMEAS™ system of evaluation, ultimately producing a hierarchical list of job classifications from high to low according to job difficulty and responsibility.
- **Re-analysis.** The study includes managerial quality reviews to test and accept recommended job classifications and their internal relationship to others.
- **Salary Structure.** The development of salary ranges in the form of a master salary schedule to consider external salary data and more importantly to establish the County's competitive positioning goals.
- **Salary Advancement.** Provide a mechanism for employees to achieve salary growth that is compatible with competitive trends and, again, sensitive to the County's financial limitations.

The JOBMEAS™ system for job measurement and pay determination, described in a technical manual (provided for internal use only to trained personnel and requiring a license agreement), is the primary standard used to study job content, evaluate internal relationships among jobs, produce a classification and compensation structure, and provide stability to on-going pay related decisions. When implemented, the System can help the County make objective decisions on the following:

- **Internal Pay Equity**, where jobs are placed in proper salary ranges in-line with their difficulty and responsibility, and using a common measuring format.
- **External Competitiveness**, where the numeric job measurement scores provide the basis for designing salary structure and ranges are unilaterally competitive.
- **Administrative Efficiency**, where the process is meant to be responsive to departmental management and employees when significant job content changes occur requiring higher level skills.

This system has been used by the County since 2010 as a guideline for aligning jobs. Some aspects of the system have been updated to enhance its capabilities and have been applied in this review.

## II. Highlights of Our Findings

The classification and compensation study has produced several key assessments for job classifications. These findings together with the opinions of the County Administration, functional management, and information we received from job descriptions and employees have formed the basis for the competitive assessment, job design recommendations, and specific recommendations for a compensation structure.

### OVERVIEW

Morrow County pays its staff noticeably below competitive trends. Salaries for virtually all occupations are at about the 37<sup>th</sup> to 41<sup>st</sup> to competitive percentile. Individual salaries range from 25<sup>th</sup> to 65<sup>th</sup> percentile. The labor market used for making these assessments consisted of municipalities that were within a reasonable region, comparable in scope of service (although somewhat larger in size), organization, competitive risk, and in cost-of-living, giving particular weight to those in north central Oregon and south central Washington.

The County has salary grids and job hierarchies for all occupations although they vary in many respects. These differences include but are not limited to, compressed spacing between skill levels and leadership, the timing of 'in-range' pay progression, and titling schemes. These are common issues for many organizations that when realigned through implementation, could make the structures more dynamic.

Administratively speaking, the County could benefit from using the updated version of the job measurement/evaluation system. This should further enhance the decision-making process and salary range alignments giving it more advanced decision support capability to handle emerging job design and alignment needs.

### A. Job Classification

From our perspective, the most important objective of this study and of the salary administration program, once implemented, is the design and proper alignment of all job classifications into ranges that are consistently competitive.

Morrow County has some challenges when it comes to recruitment and retention of key skills. These challenges are common among municipalities of this size and remote location. Pay aside, modern titling schemes, job designs, and expanded career ladders can contribute to recruitment and especially retention.

### A.1 Job Designs and Careers

Organizations everywhere find that from time to time, they must review job designs and titling schemes to gain assurance they are attracting the right skills and that jobs are set up to deliver effective customer service. This also means discontinuing obsolete job

#### KEYS TO AN EFFECTIVE SALARY PROGRAM

→ FAIRNESS

→ RECRUIT

→ RETAIN



designs and titles, and rebuilding careers around those which are emerging.

We found opportunities where updates to job titles, career paths, and eventually descriptions that would enhance the County’s ability to recruit and retain highly qualified people, and give recognition to existing staff. The results of the updated classifications appear in Appendix B, Classification Structure.

There are however, several positions/career modifications we would like to point out as part of the findings leading to inclusion on the master salary schedule. Examples:

- Mechanic: the spacing between Maintenance positions and Mechanics was insufficient as was a career ladder. That relationship is now more appropriate.
- The clerical and administrative support positions were all over the board and have been corrected to have simpler, more consistent titling and hierarchy.
- Creation of entry or senior level clerical, accounting, IT, permitting slots.
- Expansion of skill based titles (e.g., Planning, Accounting, Juvenile Probation) were found missing and by approving the master salary schedule, not only are professional careers enhance, the County has better succession capacity.

**A.2 Job Alignment**



Job alignment was one of the principle objectives of this study coupled with competitiveness. We found no systemic issues in alignment. In fact, we believe the County has done a good job of maintaining the integrity of its internally/externally aligned positions given the tools they have to work with and overall hiring urgency. The only potential internal equity issues we found were those instances such as above where jobs may have grown or changed over time and where an objective review can serve as a second set of eyes for the need to make alignment adjustments.

Making adjustments to these and other positions by using the job measurement system and offering consistency in hiring and ‘in-range’ pay advancement practices will go a long way to comply with the State’s equal pay/comparable worth requirements.

**OVERALL  
COMPETITIVENESS:**

37<sup>th</sup> to 41<sup>st</sup>

**PERCENTILE**

**B. External Competitiveness**

Morrow County competes in a regional labor market that is becoming very aggressive and local labor market that is influenced by limited numbers of specific skills.

The competitive environment for jobs is also influenced by some challenges recruiting key skills into Morrow County.

We have collected salary data for the fiscal year 2023 with adjustments that are projected for fiscal year ‘24. The data collection primarily includes other municipalities that share the same location, fiscal, cost-of-living, and recruiting pressures. We found we had to use a radius of about 100 miles to get adequate data as many organizations did not have good job matches and had very inconsistent pay practices with regards to salary ranges and their own internal alignment of jobs.

The salary survey data has been compiled from at least 12 organizations, however, due to

many of the comparators having poorly thought out structures, we found the need to 'define the market. This means we would consider the data but more importantly be focused on having adequate differentials between salary ranges to encourage skill growth.

We looked at salary ranges from Umatilla, Wasco, Hood River, Crook, Jefferson, Klamath, and Union counties in Oregon; Klickitat, Skamania, Benton, and Adams in Washington; Heppner, Boardman, Hermiston, Prineville, and Madras; several local social services providers; health care clinics; and larger business enterprises.

The County's ranges are estimated to be at or near the 37<sup>th</sup> to 41<sup>st</sup> percentile, and the range maximums are at or near the 45<sup>th</sup> percentile. This is not for every job classification, but an overall assessment.

Survey data was been summarized into "quartiles" and according to legal and professional standards. The sample size was sufficient enough to estimate the 60<sup>th</sup> percentile of the salary range midpoint (5<sup>th</sup>/6<sup>th</sup> year).

### **B.1 Salary Trends**

In consideration of financial projections at the State and municipal levels and cross-industry economic trends that have been very aggressive during the past three years, we estimate that salary ranges will now be advancing more conservatively at the following pace over the next two years:

- 2023/2024: 6.1% to 7.5%
- 2024/2025: 3.6% to 4.2%

Later in this document, we will discuss a salary structure concept that will enable the County to enjoy both a cost-effectiveness and offer staff the ability to be paid above average rates.

### **B.2 Actual Base Salaries**

Assessing competitiveness and pay equity of actual pay for staff is more difficult because of differences in years' service or prior experience they may have. The "average" County employee appears to have below median length of service (4.0 years compared to 9 years elsewhere) than competing organizations. Why is this important? First, it confirms the turnover rate and retention issue. It implies that employees may not be advancing through the salary ranges, albeit getting that individual recognition from annual adjustments. It also implies the ranges may be non-competitive, commutes to far, housing, or a myriad of other factors.

We point this out because a more aggressive master salary schedule may not completely solve recruitment and retention issues. We suggest looking into employee engagement strategies, lump sum awards for accomplishing certain milestones, other means of keeping good employees.

### B.3 Salary Structure Trends

A noticeable recent trend, and one that will likely continue, is the expansion of salary range width from Step 1 to the maximum. Municipal government lags behind other industries in adopting this concept, which has been shown to offer advantages for recruitment, retention, and cost effectiveness. Morrow County has used the expanded ranges for some of its positions – we are just making it more universally applied and built around offering annual step-in-grade adjustments.

During the last decade in particular, many municipalities have amended salary ranges from the “old-school” of 5 to 7 steps with 3% to 5% steps differentials to **‘modern’ plans** containing 9-13 smaller steps averaging in the 3% range and ending with smaller percentages.

We, along with other salary administrators cite several reasons for expanding the width (from minimum to maximum) of salary ranges.

- First, we believe that salary growth should be connected to learning and skill development as well as retention in the years where the risk of loss to turnover is greatest. Years 1-3 take care of learning and 4-6 take care of competency. Years 7-9 are for proficiency, up to and through 12 for mastery. Some organizations are eliminating 5% steps all together and constructing ranges that go out to 13 steps (12 years) to give sustained recognition and better management of fixed costs.

Employers see this period of service as critical to operations and an expensive form of turnover, and as a result, want coverage in the main salary structure. That said, we believe a well-designed salary structure would contain ranges with at least 9 and hopefully 13 steps.

- Second, most other industries use wider salary ranges. Having wider ranges (and a more flexible initial placement policy) may improve the County’s ability to attract a broader range of job candidates.
- Third, having more steps, even if they are smaller in percentage, individualizes salary adjustments. Many administrators believe this will place less pressure on COLA’s.

### III. Highlighted Approvals and Recommendations

The classification and compensation review has enabled us to learn more about the County while producing findings and assessments, and ultimately formulating solutions appearing below. As a result, we believe that the following general are in the best interest for the County and its employees. In order to preserve the integrity of the structure and decision support processes, it is important the program be implemented in its entirety – not piecemeal.

#### **Solution A. Apply the JOBMEAS™ System Updates**

Morrow County is sufficiently large and complex to justify a formal job classification and pay determination methodology such as that which is used in other governments and industries. This will come in handy when jobs are reviewed where there is not any meaningful market data.

The JOBMEAS™ system of evaluation enhances the consistency and objectivity when making decisions resulting in pay range assignments for County jobs. It provides a practical, yet bias-free approach to determining the relative value of jobs to each other, ultimately contributing to the process of developing equitable salary ranges.

The JOBMEAS™ system creates a permanent record describing the "judgments" made in connection with determining relative value and assigning the job to a salary grade. Years later, the logic behind the judgments can be recalled, even if no other job documentation can be found. Acceptance of the JOBMEAS™ system means the County honors its controls, copyrights, and license agreement.

A summary of the system appears in Appendix A of this report.

#### **A.1 Job Analysis Process**

The job classification, range assignment, and pay determination process follows these typical rules and outline:

- A request for review is initiated by an employee (per agreed upon schedule, usually an annual or bi-annual ‘opener’, realignment of accountabilities, or newly required qualifications) or department head.
- When an existing position is believed to have changed considerably in qualifications, difficulty, and responsibility, then County Human Resources, a department head and/or the job incumbent can initiate the review process.
- Changes in volume would not normally be considered for evaluation unless they require additional and unique knowledge and skills. In-service skill enhancement training paid by the County would also not normally be grounds for reclassification.
- Requests for review or reclassification can be made no more often than every two years. County Human Resources will issue a job description worksheet to be completed by the job incumbent and reviewed and commented on by the job



POLICY / PROCEDURE

incumbent's supervisor. The supervisor may add, expand upon, or challenge data. If the job is vacant, the supervisor (or a prior incumbent) will complete the worksheet.

- The Worksheet and accompanying documents are routed to Human Resources where it will proceed with the job evaluation process.
- The position is analyzed by interviewing at least one incumbent in the classification, then conduct job evaluation using the JOBMEAS™ system. This will return a recommended salary grade.
- Human Resources will submit the evaluation to the department head for review, confirmation, and acceptance. HR may arrange with the Consultant to provide periodic classification review services. .
- Job analysis and evaluation should never be conducted in public proceedings.
- The job incumbent (or supervisor) will be notified of the change.
- If a job advances by one salary grade, range placement is to the closest step from the incumbent's current rate, thus emphasizing long term salary advancement potential. If a job advances by two or more grades, we suggest first assigning the job to the closest step, then, a minimum of an additional step to denote the equivalent of an advancement or promotion.

### **Solution B. Adopt the Job Classifications and Listing**

The job classifications and their salary grade assignments represent the best efforts of the Consultant with feedback from department heads. The list appears in Appendix B of this report.

The job classification structure is the product of job analysis using JOBMEAS™, quality reviews, and preliminary acceptance.

It is important to leave the final listing virtually "intact" upon implementation, of course, subject to quality assurance and final review. In order to preserve its integrity and comply with the intent of Oregon's pay equity legislation, the job evaluation process must be followed when making modifications to job/grade assignments.

### **Solution C. Publish the 2023/2024 Salary Structure**

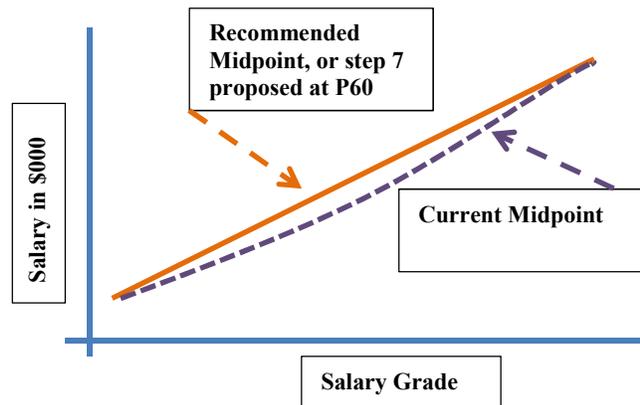
The salary structure presented for acceptance and approval is constructed so that it serves as a 'master structure' where Step 7 is set to approximately the 60<sup>th</sup> percentile of the competitive environment. This target is an important in that it provides a focal point for all employee groups and agreements/contracts.

The County has adopted a ‘master’ salary schedule encompassing and serving as guidance for all County positions and occupational bargaining units. This concept, moving forward, provides reasonable assurance that internal alignment and competitive philosophy are maintained. The attached Appendix C) ‘master salary grid along with the numbering scheme for grade level and width extending out to 13 steps (twelve+ years).

- Steps 1-4 each increase by 4.0%
- Steps 5-10 each increase by 2.5%
- Steps 11-13 each increase by 1.5%

The salary grid is set up for adoption and implementation as displayed for the non-represented positions as well as Teamsters and AFSCME represented positions with the understand that minor variations may occur by way of the contractual processes.

The salary ranges we recommend are based on this linear equation which we believe will continue to make the County unilaterally competitive. By using a base number and advance all ranges by a %, thus having consistent numbers appearing diagonally on the grid, the County becomes less competitive in the middle of the grid and this is where pay compression comes into play.



We believe the salary grids, with expanded step increments is the most reasonable structure the County can implement to facilitate change within a reasonable upfront implementation cost and be both competitive and cost effective in the future. The structure which appears in Appendix C is designed to be reflective of, and responsive to, the competitive labor market trends.

This form of salary grid offers the County additional flexibility and capacity in at least the following respects.

- We believe the ranges enable more flexibility in the hiring process without creating compression with pay rates of existing staff.
- The upper end of the ranges can be structured for longer time intervals between steps, thus giving the County more control over its longer term salary expense.
- The wider ranges may be used to offer the opportunity for exemplary awards such as those for additional job-related credentials, exceptional performance, and/or other forms of recognition.

Step: 1 2 3 4 5 6 7 8 9 10 11 12 13

← Competitive target



In conclusion, the County has adopted one of the most forward thinking salary range concepts as presented containing the above-mentioned philosophy and ‘in-range’ step advancement.

**Solution D. Adopting this Implementation Plan Enhances Internal Equity**



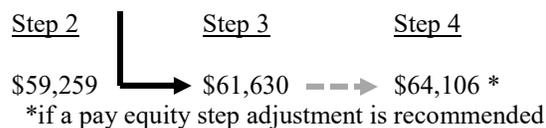
Implementation combines job classification, salary structure, conversion, and costs into a multi-year action plan. The action plan advances the philosophy of applying the expanded salary structure to reduce the competitive inconsistency and enhance cost-effectiveness.

The implementation phase has a goal to ‘get the County in the game’ by getting everyone on the plan, then ‘affordable’ ways to keep pace with the market trends.

- **Step 1.** Activate the master salary schedule, classification structure on 7/1/2023.
- **Step 2.** Guarantee employees 5% while assigning them to the next step in the new range. See Step 3 for equity adjustments.
- **Step 3.** Assign employees to the closest step upward in the new salary grade where they have been assigned. By this action, each employee

Here is an example of how an employee will convert to the new schedule.

Consider an employee at \$60,000 per year, after the 5% guarantee:



- **Step 4.** Engage in communications with employee groups and individual employees to increase their knowledge of the program and answer questions.
- **Step 5.** Conduct training on the JOBMEAS™ system and SALPLAN™ model.

**Solution E. Adopt this  
Maintenance Philosophy**

The use of wider salary ranges means that the cost of step-in-grade pay increases will be large and need to be factored into the total salary budget as part of and not in addition to discussions and decisions about cost-of-living adjustments. As a general rule, salary structures should advance at  $\frac{1}{4}$  -  $\frac{1}{2}$  the rate of inflation or other salary increase goal. In that regard, we believe the County should establish a 'cap' for salary structure adjustments to minimize costs going above the ability to pay.

For example, if the County wants to raise the salary budget by 5% and steps have a fixed cost of 2.8%, the structure would be adjusted by 2.2%. Exceptional adjustments such as those mentioned above would be above and beyond the 'basics' for maintaining the structure.

**Closing Thoughts**

Morrow County has accepted and adopted the 'master' salary structure concept and implementation strategy. Considering the competitive environment and growth, it should show that the competitive philosophy approved by the County Commissioners will make the County more viable in its recruiting and retention of skilled staff.

# Appendix A

## JOBMEAS™ Overview



Morrow County



# The Pay Determination Process

## Using JOBMEAS™

**JOBMEAS™** is a job evaluation methodology which supports the pay determination process and salary administration decision-making. The primary purpose is to enhance and stabilize judgments about the status and salary treatment of jobs within an organization.

**JOBMEAS™** uses a point-factor technique to measure job content, thus enabling direct comparisons to be made among all jobs in quantitative terms. Five guide charts define the broad areas of measure which are applied to job content. Each chart contains two dimensions describing the broad area of measure. Each dimension contains a series of semantic definitions which are arranged in hierarchical order. Job content facts are then compared to the semantic definitions, producing a numerical value which considers the relative worth of the job to the organization and assures objectivity in the judgment process.

### A. INTRODUCTION

Over the past half-century numerous job evaluation techniques have been developed by human resources practitioners and behavioral scientists for the purpose of establishing the worth of jobs relative to each other. While these techniques measure compensable job content factors differently, they are all similar in that they assume certain jobs to be more important to an organization's functioning than others, and, in that regard, have greater relative or comparable value. Job evaluation (measurement) provides the basis for extending pay-related judgments and explanations on why a laborer is of less relative value to the organization than the Manager of Purchasing and why that position is less critical than the Plant Manager. Job measurement techniques seek to provide an objective basis for understanding the pay relationships between these kind of jobs.

When employees are paid according to the relative importance of their jobs, they perceive their salary treatment as fair and equitable. Successful salary programs are built on this principle of internal equity: that salary levels should be proportional to relative internal job worth, thus maximizing satisfaction and stability within the work force.

While it may be obvious that the relative value of the Plant Manager is greater than the purchaser of raw materials and supplies for the plant, many other comparisons of jobs are not so easy. For the computer software manufacturer, does the Software Designer or the Sales Representative in the field have greater value to the organization? In a hospital, how do we value a Registered Nurse relative to a Physical Therapist or an Accountant? In a city government, how would a Planner and a Civil Engineer compare? In a manufacturing setting, how about the Assembler and the Production Scheduler? These are all questions of judgment and regardless of the technique used, job measurement remains the application of human judgment to information about job content.

### B. FORMAL EVALUATION PROCESSES

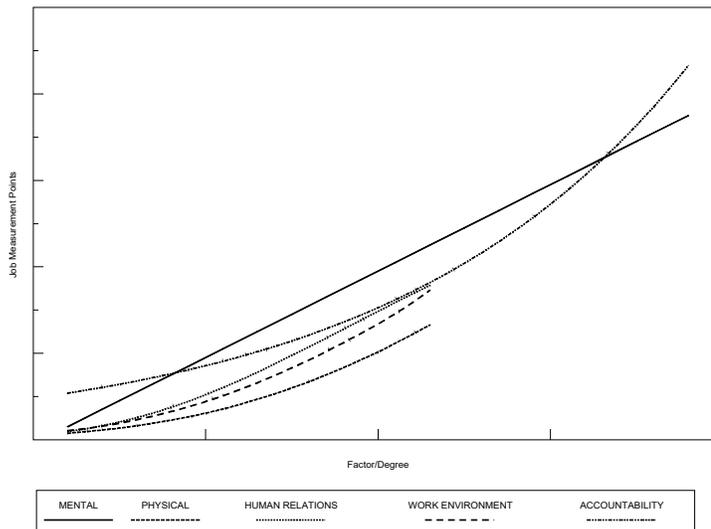
When large numbers of diverse jobs are evaluated, the human judgment process can be quite complex. A well-conceived job evaluation (measurement) plan will structure the judgment process to make sound comparisons and evaluations even in a large organization environment involving numerous departments, occupational fields, and managerial levels.

The **JOBMEAS™** System and others like it, are all designed to manage the evaluation and salary treatment of large numbers of jobs. The primary differences among competing systems lie in the completeness and appropriateness of the broad areas of measurement, the accuracy and validity of the job measurement results, and the ease of administration.

### C. THE **JOBMEAS™** SYSTEM

The **JOBMEAS™** system of evaluation achieves the elements which are critical to a sound measurement technique:

- **Enhancement of the Judgment Process.** **JOBMEAS™** provides a language and framework for defining jobs, discussing job content in a meaningful way, and making valid comparisons by translating certain job content components to the measuring technique.
- **Stabilization of the Judgment Process.** **JOBMEAS™** helps to ensure, given the same job content information, the inter-rater reliability is high. It simplifies the judgment process by providing discipline, clear measures, and controls to provide consistent judgments over time.
- **Optimal Weighing of Measurement Factors.** The guide charts are weighted to ensure that the relative worth of jobs, as measured by points, accurately reflects the relative importance of the individual factors comprising the whole job. The optimal weighing of factors also maximizes the ability of the total points assigned to a job, to project or predict salary levels.



- **Fairness.** **JOBMEAS™**, by way of the design and quantification of the guide charts, provides assurance that the derived internal job worth treats all jobs equitably in-line with the values of the organization and recognized concepts of job design and classification.

**JOBMEAS™** consists of five distinct job measurement guide charts. These charts have been designed to organize an evaluator's judgments in specific job content areas, through the use of semantic series which represent increasing levels of "value." The levels correspond to a numerical value, therefore, providing the descriptive job content considerations with a quantitative measure. The guide charts measure job content in the following broad areas:

<b>Mental Requirements</b>	The knowledge or learning development and the problem solving required by the job.
<b>Physical Requirements</b>	The learned physical skills and physical effort demands required when performing job-related tasks.
<b>Social Requirements</b>	The human relations skills and scope of contacts necessary to complete work.
<b>Work Environment</b>	The performance environment and physical working conditions under which tasks are performed.
<b>Accountability</b>	The level of professional development and category of work, leadership accountability, and the scope and magnitude of impact on the organization's delivery of service/products.

**JOBMEAS™** is a straightforward system which enables evaluators to easily become skilled and others to readily gain appreciation of its design, function, and capabilities. It is not, however, self evident. It requires formal training, expert guidance, and experience to be properly applied.

**JOBMEAS™** does not require the evaluator to directly compare or match jobs. Comparisons are made indirectly by using established rating scales that are a part of each factor. The rating scales contain a series of definitions, referred to as semantic series, to which job content information is compared. Each definition inside a rating scale carries a certain weight.

The weight is determined through an elaborate process of profiling jobs and establishing the relative importance of each rating scale to the total of all compensable factors. The weight is expressed as a number and is referred to as "points." Therefore each definition within each rating scale (five guide charts, ten rating scales) is associated with a point value. Jobs are rated by translating or fitting job content elements to the definitions along the rating scales and then assigning the corresponding points. The points derived from the rating scales are added to obtain a total point score. This number represents the relative or comparable worth of the job. The point value facilitates comparison of the elements found common in all jobs, ranking of jobs according to their "measured" relative value to the organization. The point value also provides linkage to other elements of salary administration such as salary structure development, job design, and organization/job sizing.

As mentioned above, each of the five guide charts or factors has two rating scales. Each scale represents a dimension of the factor. For example, the Mental Requirements factor has both the dimension of Learning Development or Know How and Problem Solving Challenges. Here is how it works:

- Step 1: Separate ratings are made for each dimension by aligning job content to the most appropriate definition on the rating scale.
- Step 2: The rating on each dimension enables a point value to be read off the guide chart. For example, a learning development rating of "D2" and a problem solving rating of "5 (data entry code)," on guide chart I-Mental Requirements, corresponds to a point value of 872.
- Step 3: When ratings are completed and applied to the five guide charts, the job receives a total point value representing its relative worth to the organization.
- Step 4: The guide charts offer flexibility to allow for gradations of judgment between those formally defined. In reviewing all jobs rated as "D" in learning development, some will undoubtedly appear to be of higher level, but not enough to be assigned to the next higher definition. **JOBMEAS™** accommodates job content which is slightly or just noticeably stronger (or weaker) than the guide chart text portrays. A "1, 2, or 3" accompanying the "alpha" (e.g., C2) rating denotes this feature as does the corresponding higher (or lower) assigned point value.

The ability of **JOBMEAS™** to recognize subtle differences and similarities among jobs not only enhances the credibility of the pay determination process but also facilitates other decisions such as the design of career ladders and complex organization structures.

The following chapters discuss the application of **JOBMEAS™** in detail, including elaborations and examples pertaining to each semantic definition in each guide chart.

The following general principles must be followed when applying the **JOBMEAS™** system of evaluation:

- The job is rated, not the incumbent.
- Ratings are based on the minimum requirements for the job at competent performance. Individual performance should not be a consideration.
- Ratings measure only job content. They should not be influenced by supply and demand problems, current or desired pay levels, staffing levels, or performance.

# Appendix B

## Job Classification List



Morrow County



MORROW COUNTY

	Administration/Business/Legal	Public Works/Trades/Labor	Planning/Parks/Appraiser	Public Safety and Health	Grade	Min	Mid	Max
36	COUNTY ADMINISTRATOR				36	\$ 63.13	\$ 74.61	\$ 84.02
35					35	\$ 60.00	\$ 70.92	\$ 79.86
34					34	\$ 57.06	\$ 67.42	\$ 75.93
33	DIRECTOR, FINANCE COUNTY COUNSEL				33	\$ 54.23	\$ 64.10	\$ 72.18
32				UNDERSHERIFF	32	\$ 49.60	\$ 60.96	\$ 68.63
31		DIRECTOR, PUBLIC WORKS			31	\$ 47.18	\$ 57.98	\$ 65.29
30	DIRECTOR, HUMAN RESOURCES SR DEPUTY DISTRICT ATTORNEY		DIRECTOR, PANNING & COMM DEVEL	DIRECTOR, PUBLIC HEALTH	30	\$ 44.88	\$ 55.16	\$ 62.11
29					29	\$ 42.69	\$ 52.48	\$ 59.09
28	DEPUTY DISTRICT ATTORNEY			LIEUTENANT, PATROL	28	\$ 40.63	\$ 49.94	\$ 56.24
27				DIRECTOR, JUVENILE SERVICES MANAGER, 911 COMMUNICATIONS	27	\$ 38.67	\$ 47.53	\$ 53.53
26	IT SYSTEMS MANAGER PRINCIPAL ACCOUNTANT	MANAGER, MAINTENANCE OPERATIONS	PRINCIPLE PLANNER	SERGEANT, PATROL SERGEANT, DETECTIVE COMMUNITY CORRECTIONS SUPV	26	\$ 36.83	\$ 45.26	\$ 50.96
25	JR DEPUTY DISTRICT ATTORNEY	MANAGER, TRANSIT SERVICES	COUNTY SURVEYOR SENIOR PLANNER	NURSING SUPERVISOR	25	\$ 35.06	\$ 43.10	\$ 48.54
24	SENIOR ACCOUNTANT		LEAD APPRAISER	EMERGENCY SERVICES MANAGER	24	\$ 33.40	\$ 41.06	\$ 46.23
23		FACILITY MAINTENANCE SUPERVISOR	ASSOCIATE PLANNER	REGISTERED NURSE (PHN, RN)	23	\$ 31.84	\$ 39.12	\$ 44.05
22	STAFF ACCOUNTANT	ADMINISTRATIVE MANAGER PW MASTER TECHNICAL MECHANIC	APPRAISAL DATA ANALYST APPRAISER II MANAGER, COUNTY PARKS	ENVIRONMENTAL HEALTH SENIOR ADMINISTRATIVE MANAGER SHERIFF SHERIFF DEPUTY - SENIOR	22	\$ 29.96	\$ 36.84	\$ 41.48
21	ACCOUNTING ANALYST PAYROLL BENEFITS COORD			SHERIFF DEPUTY CIVIL SERGEANT	21	\$ 28.65	\$ 35.22	\$ 39.67

MORROW COUNTY

	Administration/Business/Legal	Public Works/Trades/Labor	Planning/Parks/Appraiser	Public Safety and Health	Grade	Min	Mid	Max
20	JUVENILE PROB COUNSELOR - SR	SR TECHNICAL MECHANIC MAINTENANCE TEAM LEADER	ASSISTANT PLANNER	PUBLIC HEALTH ACCESS SPECIALIST PAROLE & PROBATION OFFICER - SENIOR	20	\$ 27.39	\$ 33.67	\$ 37.90
19			APPRAISER I GIS PLANNING TECHNICIAN		19	\$ 26.21	\$ 32.22	\$ 36.30
18	JUVENILE PROBATION COUNSELOR SUPPORT ENFORCEMENT OFFICER VETERANS SERVICE OFFICER	SR ROAD MAINTENANCE SPECIALIST VEHICLE TECHNICAL MECHANIC	COMPLIANCE PLANNER	PUBLIC HEALTH DATA COORDINATOR PAROLE PROBATION OFFICER	18	\$ 25.09	\$ 30.83	\$ 34.72
17	LEGAL ASSISTANT VICTIMS ADVOCATE OFFICE MANAGER	TRANSIT OPERATIONS SUPERVISOR	FAIR MANAGER	COMMUNICATIONS DISPATCHER SR	17	\$ 24.02	\$ 29.52	\$ 33.25
16	SR ACCOUNTING TECHNICIAN EXECUTIVE ASST TO CMMRS	FACILITY MAINTENANCE SPECIALIST ROAD MAINTENANCE SPECIALIST	PARK RANGER APPRAISOR ASSOCIATE		16	\$ 23.00	\$ 28.27	\$ 31.83
15	ADMINISTRATIVE ASSISTANT ADMINISTRATIVE TECHNICAL SPEC	VEHICLE SERVICING MECHANIC		LICENSED PRACTICAL NURSE CIVIL & RECORDS DEPUTY COMMUNICATIONS DISPATCHER	15	\$ 22.05	\$ 27.09	\$ 30.50
14	DEPUTY COUNTY CLERK - SENIOR ADMINISTRATIVE SPECIALIST ACCOUNTING TECHNICIAN	WEED CONTROL APPLICATOR			14	\$ 21.14	\$ 25.98	\$ 29.26
13		TRANSIT DISPATCHER SENIOR DRIVER		ADMIN RECORDS SPECIALIST (LEDS) COURT SECURITY	13	\$ 20.28	\$ 24.92	\$ 28.05
12	ADMINISTRATIVE CLERK SENIOR				12	\$ 19.47	\$ 23.93	\$ 26.95
11	DEPUTY COUNTY CLERK COURT CLERK ACCOUNTING CLERK	DRIVER, SCHEDULED ROUTES	PARK MAINTENANCE SPECIALIST		11	\$ 18.68	\$ 22.97	\$ 25.86
10	ADMINISTRATIVE CLERK			TRANSLATOR	10	\$ 17.95	\$ 22.08	\$ 24.87
9		MAINTENANCE CUSTODIAN			9	\$ 17.26	\$ 21.23	\$ 23.90
8		TRANSFER STATION ATTENDANT TRAFFIC CONTROL FLAGGER	PARK MAINTENANCE ASSOCIATE		8	\$ 16.61	\$ 20.42	\$ 22.99
7	OFFICE ASSISTANT	DRIVER, ON-DEMAND			7	\$ 15.99	\$ 19.65	\$ 22.13
6		CUSTODIAN			6	\$ 15.40	\$ 18.93	\$ 21.33
5	ELECTIONS ASSISTANT				5	\$ 14.85	\$ 18.24	\$ 20.54
4					4	\$ 14.31	\$ 17.59	\$ 19.80

# Appendix C

## Master Salary Schedule



Morrow County



**Morrow County**  
**2023/2024**  
**STEEPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
5	\$ 14.85	\$ 15.44	\$ 16.06	\$ 16.70	\$ 17.37	\$ 17.80	\$ 18.24	\$ 18.70	\$ 19.17	\$ 19.65	\$ 19.94	\$ 20.24	\$ 20.54
	\$ 2,574	\$ 2,676	\$ 2,784	\$ 2,895	\$ 3,011	\$ 3,085	\$ 3,162	\$ 3,241	\$ 3,323	\$ 3,406	\$ 3,456	\$ 3,508	\$ 3,560
	<b>\$ 30,888</b>	<b>\$ 32,115</b>	<b>\$ 33,405</b>	<b>\$ 34,736</b>	<b>\$ 36,130</b>	<b>\$ 37,024</b>	<b>\$ 37,939</b>	<b>\$ 38,896</b>	<b>\$ 39,874</b>	<b>\$ 40,872</b>	<b>\$ 41,475</b>	<b>\$ 42,099</b>	<b>\$ 42,723</b>
6	\$ 15.40	\$ 16.02	\$ 16.66	\$ 17.33	\$ 18.02	\$ 18.47	\$ 18.93	\$ 19.40	\$ 19.89	\$ 20.39	\$ 20.70	\$ 21.01	\$ 21.33
	\$ 2,669	\$ 2,777	\$ 2,888	\$ 3,004	\$ 3,123	\$ 3,201	\$ 3,281	\$ 3,363	\$ 3,448	\$ 3,534	\$ 3,588	\$ 3,642	\$ 3,697
	<b>\$ 32,032</b>	<b>\$ 33,322</b>	<b>\$ 34,653</b>	<b>\$ 36,046</b>	<b>\$ 37,482</b>	<b>\$ 38,418</b>	<b>\$ 39,374</b>	<b>\$ 40,352</b>	<b>\$ 41,371</b>	<b>\$ 42,411</b>	<b>\$ 43,056</b>	<b>\$ 43,701</b>	<b>\$ 44,366</b>
7	\$ 15.99	\$ 16.63	\$ 17.29	\$ 17.98	\$ 18.70	\$ 19.17	\$ 19.65	\$ 20.14	\$ 20.64	\$ 21.16	\$ 21.48	\$ 21.80	\$ 22.13
	\$ 2,772	\$ 2,883	\$ 2,997	\$ 3,117	\$ 3,241	\$ 3,323	\$ 3,406	\$ 3,491	\$ 3,578	\$ 3,668	\$ 3,723	\$ 3,779	\$ 3,836
	<b>\$ 33,259</b>	<b>\$ 34,590</b>	<b>\$ 35,963</b>	<b>\$ 37,398</b>	<b>\$ 38,896</b>	<b>\$ 39,874</b>	<b>\$ 40,872</b>	<b>\$ 41,891</b>	<b>\$ 42,931</b>	<b>\$ 44,013</b>	<b>\$ 44,678</b>	<b>\$ 45,344</b>	<b>\$ 46,030</b>
8	\$ 16.61	\$ 17.27	\$ 17.96	\$ 18.68	\$ 19.43	\$ 19.92	\$ 20.42	\$ 20.93	\$ 21.45	\$ 21.99	\$ 22.32	\$ 22.65	\$ 22.99
	\$ 2,879	\$ 2,993	\$ 3,113	\$ 3,238	\$ 3,368	\$ 3,453	\$ 3,539	\$ 3,628	\$ 3,718	\$ 3,812	\$ 3,869	\$ 3,926	\$ 3,985
	<b>\$ 34,549</b>	<b>\$ 35,922</b>	<b>\$ 37,357</b>	<b>\$ 38,854</b>	<b>\$ 40,414</b>	<b>\$ 41,434</b>	<b>\$ 42,474</b>	<b>\$ 43,534</b>	<b>\$ 44,616</b>	<b>\$ 45,739</b>	<b>\$ 46,426</b>	<b>\$ 47,112</b>	<b>\$ 47,819</b>
9	\$ 17.26	\$ 17.95	\$ 18.67	\$ 19.42	\$ 20.20	\$ 20.71	\$ 21.23	\$ 21.76	\$ 22.30	\$ 22.86	\$ 23.20	\$ 23.55	\$ 23.90
	\$ 2,992	\$ 3,111	\$ 3,236	\$ 3,366	\$ 3,501	\$ 3,590	\$ 3,680	\$ 3,772	\$ 3,865	\$ 3,962	\$ 4,021	\$ 4,082	\$ 4,143
	<b>\$ 35,901</b>	<b>\$ 37,336</b>	<b>\$ 38,834</b>	<b>\$ 40,394</b>	<b>\$ 42,016</b>	<b>\$ 43,077</b>	<b>\$ 44,158</b>	<b>\$ 45,261</b>	<b>\$ 46,384</b>	<b>\$ 47,549</b>	<b>\$ 48,256</b>	<b>\$ 48,984</b>	<b>\$ 49,712</b>
10	\$ 17.95	\$ 18.67	\$ 19.42	\$ 20.20	\$ 21.01	\$ 21.54	\$ 22.08	\$ 22.63	\$ 23.20	\$ 23.78	\$ 24.14	\$ 24.50	\$ 24.87
	\$ 3,111	\$ 3,236	\$ 3,366	\$ 3,501	\$ 3,642	\$ 3,734	\$ 3,827	\$ 3,923	\$ 4,021	\$ 4,122	\$ 4,184	\$ 4,247	\$ 4,311
	<b>\$ 37,336</b>	<b>\$ 38,834</b>	<b>\$ 40,394</b>	<b>\$ 42,016</b>	<b>\$ 43,701</b>	<b>\$ 44,803</b>	<b>\$ 45,926</b>	<b>\$ 47,070</b>	<b>\$ 48,256</b>	<b>\$ 49,462</b>	<b>\$ 50,211</b>	<b>\$ 50,960</b>	<b>\$ 51,730</b>
11	\$ 18.68	\$ 19.43	\$ 20.21	\$ 21.02	\$ 21.86	\$ 22.41	\$ 22.97	\$ 23.54	\$ 24.13	\$ 24.73	\$ 25.10	\$ 25.48	\$ 25.86
	\$ 3,238	\$ 3,368	\$ 3,503	\$ 3,643	\$ 3,789	\$ 3,884	\$ 3,981	\$ 4,080	\$ 4,183	\$ 4,287	\$ 4,351	\$ 4,417	\$ 4,482
	<b>\$ 38,854</b>	<b>\$ 40,414</b>	<b>\$ 42,037</b>	<b>\$ 43,722</b>	<b>\$ 45,469</b>	<b>\$ 46,613</b>	<b>\$ 47,778</b>	<b>\$ 48,963</b>	<b>\$ 50,190</b>	<b>\$ 51,438</b>	<b>\$ 52,208</b>	<b>\$ 52,998</b>	<b>\$ 53,789</b>
12	\$ 19.47	\$ 20.25	\$ 21.06	\$ 21.90	\$ 22.78	\$ 23.35	\$ 23.93	\$ 24.53	\$ 25.14	\$ 25.77	\$ 26.16	\$ 26.55	\$ 26.95
	\$ 3,375	\$ 3,510	\$ 3,650	\$ 3,796	\$ 3,949	\$ 4,047	\$ 4,148	\$ 4,252	\$ 4,358	\$ 4,467	\$ 4,534	\$ 4,602	\$ 4,671
	<b>\$ 40,498</b>	<b>\$ 42,120</b>	<b>\$ 43,805</b>	<b>\$ 45,552</b>	<b>\$ 47,382</b>	<b>\$ 48,568</b>	<b>\$ 49,774</b>	<b>\$ 51,022</b>	<b>\$ 52,291</b>	<b>\$ 53,602</b>	<b>\$ 54,413</b>	<b>\$ 55,224</b>	<b>\$ 56,056</b>

**Morrow County**  
**2023/2024**  
**STEEPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	→ 1	2	3	4	5	6	7	8	9	10	11	12	13
13	\$ 20.28	\$ 21.09	\$ 21.93	\$ 22.81	\$ 23.72	\$ 24.31	\$ 24.92	\$ 25.54	\$ 26.18	\$ 26.83	\$ 27.23	\$ 27.64	\$ 28.05
	\$ 3,515	\$ 3,656	\$ 3,801	\$ 3,954	\$ 4,111	\$ 4,214	\$ 4,319	\$ 4,427	\$ 4,538	\$ 4,651	\$ 4,720	\$ 4,791	\$ 4,862
	<b>\$ 42,182</b>	<b>\$ 43,867</b>	<b>\$ 45,614</b>	<b>\$ 47,445</b>	<b>\$ 49,338</b>	<b>\$ 50,565</b>	<b>\$ 51,834</b>	<b>\$ 53,123</b>	<b>\$ 54,454</b>	<b>\$ 55,806</b>	<b>\$ 56,638</b>	<b>\$ 57,491</b>	<b>\$ 58,344</b>
14	\$ 21.14	\$ 21.99	\$ 22.87	\$ 23.78	\$ 24.73	\$ 25.35	\$ 25.98	\$ 26.63	\$ 27.30	\$ 27.98	\$ 28.40	\$ 28.83	\$ 29.26
	\$ 3,664	\$ 3,812	\$ 3,964	\$ 4,122	\$ 4,287	\$ 4,394	\$ 4,503	\$ 4,616	\$ 4,732	\$ 4,850	\$ 4,923	\$ 4,997	\$ 5,072
	<b>\$ 43,971</b>	<b>\$ 45,739</b>	<b>\$ 47,570</b>	<b>\$ 49,462</b>	<b>\$ 51,438</b>	<b>\$ 52,728</b>	<b>\$ 54,038</b>	<b>\$ 55,390</b>	<b>\$ 56,784</b>	<b>\$ 58,198</b>	<b>\$ 59,072</b>	<b>\$ 59,966</b>	<b>\$ 60,861</b>
15	\$ 22.05	\$ 22.93	\$ 23.85	\$ 24.80	\$ 25.79	\$ 26.43	\$ 27.09	\$ 27.77	\$ 28.46	\$ 29.17	\$ 29.61	\$ 30.05	\$ 30.50
	\$ 3,822	\$ 3,975	\$ 4,134	\$ 4,299	\$ 4,470	\$ 4,581	\$ 4,696	\$ 4,813	\$ 4,933	\$ 5,056	\$ 5,132	\$ 5,209	\$ 5,287
	<b>\$ 45,864</b>	<b>\$ 47,694</b>	<b>\$ 49,608</b>	<b>\$ 51,584</b>	<b>\$ 53,643</b>	<b>\$ 54,974</b>	<b>\$ 56,347</b>	<b>\$ 57,762</b>	<b>\$ 59,197</b>	<b>\$ 60,674</b>	<b>\$ 61,589</b>	<b>\$ 62,504</b>	<b>\$ 63,440</b>
16	\$ 23.00	\$ 23.92	\$ 24.88	\$ 25.88	\$ 26.91	\$ 27.58	\$ 28.27	\$ 28.98	\$ 29.70	\$ 30.44	\$ 30.90	\$ 31.36	\$ 31.83
	\$ 3,987	\$ 4,146	\$ 4,313	\$ 4,486	\$ 4,664	\$ 4,781	\$ 4,900	\$ 5,023	\$ 5,148	\$ 5,276	\$ 5,356	\$ 5,436	\$ 5,517
	<b>\$ 47,840</b>	<b>\$ 49,754</b>	<b>\$ 51,750</b>	<b>\$ 53,830</b>	<b>\$ 55,973</b>	<b>\$ 57,366</b>	<b>\$ 58,802</b>	<b>\$ 60,278</b>	<b>\$ 61,776</b>	<b>\$ 63,315</b>	<b>\$ 64,272</b>	<b>\$ 65,229</b>	<b>\$ 66,206</b>
17	\$ 24.02	\$ 24.98	\$ 25.98	\$ 27.02	\$ 28.10	\$ 28.80	\$ 29.52	\$ 30.26	\$ 31.02	\$ 31.80	\$ 32.28	\$ 32.76	\$ 33.25
	\$ 4,163	\$ 4,330	\$ 4,503	\$ 4,683	\$ 4,871	\$ 4,992	\$ 5,117	\$ 5,245	\$ 5,377	\$ 5,512	\$ 5,595	\$ 5,678	\$ 5,763
	<b>\$ 49,962</b>	<b>\$ 51,958</b>	<b>\$ 54,038</b>	<b>\$ 56,202</b>	<b>\$ 58,448</b>	<b>\$ 59,904</b>	<b>\$ 61,402</b>	<b>\$ 62,941</b>	<b>\$ 64,522</b>	<b>\$ 66,144</b>	<b>\$ 67,142</b>	<b>\$ 68,141</b>	<b>\$ 69,160</b>
18	\$ 25.09	\$ 26.09	\$ 27.13	\$ 28.22	\$ 29.35	\$ 30.08	\$ 30.83	\$ 31.60	\$ 32.39	\$ 33.20	\$ 33.70	\$ 34.21	\$ 34.72
	\$ 4,349	\$ 4,522	\$ 4,703	\$ 4,891	\$ 5,087	\$ 5,214	\$ 5,344	\$ 5,477	\$ 5,614	\$ 5,755	\$ 5,841	\$ 5,930	\$ 6,018
	<b>\$ 52,187</b>	<b>\$ 54,267</b>	<b>\$ 56,430</b>	<b>\$ 58,698</b>	<b>\$ 61,048</b>	<b>\$ 62,566</b>	<b>\$ 64,126</b>	<b>\$ 65,728</b>	<b>\$ 67,371</b>	<b>\$ 69,056</b>	<b>\$ 70,096</b>	<b>\$ 71,157</b>	<b>\$ 72,218</b>
19	\$ 26.21	\$ 27.26	\$ 28.35	\$ 29.48	\$ 30.66	\$ 31.43	\$ 32.22	\$ 33.03	\$ 33.86	\$ 34.71	\$ 35.23	\$ 35.76	\$ 36.30
	\$ 4,543	\$ 4,725	\$ 4,914	\$ 5,110	\$ 5,314	\$ 5,448	\$ 5,585	\$ 5,725	\$ 5,869	\$ 6,016	\$ 6,107	\$ 6,198	\$ 6,292
	<b>\$ 54,517</b>	<b>\$ 56,701</b>	<b>\$ 58,968</b>	<b>\$ 61,318</b>	<b>\$ 63,773</b>	<b>\$ 65,374</b>	<b>\$ 67,018</b>	<b>\$ 68,702</b>	<b>\$ 70,429</b>	<b>\$ 72,197</b>	<b>\$ 73,278</b>	<b>\$ 74,381</b>	<b>\$ 75,504</b>
20	\$ 27.39	\$ 28.49	\$ 29.63	\$ 30.82	\$ 32.05	\$ 32.85	\$ 33.67	\$ 34.51	\$ 35.37	\$ 36.25	\$ 36.79	\$ 37.34	\$ 37.90
	\$ 4,748	\$ 4,938	\$ 5,136	\$ 5,342	\$ 5,555	\$ 5,694	\$ 5,836	\$ 5,982	\$ 6,131	\$ 6,283	\$ 6,377	\$ 6,472	\$ 6,569
	<b>\$ 56,971</b>	<b>\$ 59,259</b>	<b>\$ 61,630</b>	<b>\$ 64,106</b>	<b>\$ 66,664</b>	<b>\$ 68,328</b>	<b>\$ 70,034</b>	<b>\$ 71,781</b>	<b>\$ 73,570</b>	<b>\$ 75,400</b>	<b>\$ 76,523</b>	<b>\$ 77,667</b>	<b>\$ 78,832</b>

**Morrow County**  
**2023/2024**  
**STEEPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
21	\$ 28.65	\$ 29.80	\$ 30.99	\$ 32.23	\$ 33.52	\$ 34.36	\$ 35.22	\$ 36.10	\$ 37.00	\$ 37.93	\$ 38.50	\$ 39.08	\$ 39.67
	\$ 4,966	\$ 5,165	\$ 5,372	\$ 5,587	\$ 5,810	\$ 5,956	\$ 6,105	\$ 6,257	\$ 6,413	\$ 6,575	\$ 6,673	\$ 6,774	\$ 6,876
	<b>\$ 59,592</b>	<b>\$ 61,984</b>	<b>\$ 64,459</b>	<b>\$ 67,038</b>	<b>\$ 69,722</b>	<b>\$ 71,469</b>	<b>\$ 73,258</b>	<b>\$ 75,088</b>	<b>\$ 76,960</b>	<b>\$ 78,894</b>	<b>\$ 80,080</b>	<b>\$ 81,286</b>	<b>\$ 82,514</b>
22	\$ 29.96	\$ 31.16	\$ 32.41	\$ 33.71	\$ 35.06	\$ 35.94	\$ 36.84	\$ 37.76	\$ 38.70	\$ 39.67	\$ 40.27	\$ 40.87	\$ 41.48
	\$ 5,193	\$ 5,401	\$ 5,618	\$ 5,843	\$ 6,077	\$ 6,230	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,876	\$ 6,980	\$ 7,084	\$ 7,190
	<b>\$ 62,317</b>	<b>\$ 64,813</b>	<b>\$ 67,413</b>	<b>\$ 70,117</b>	<b>\$ 72,925</b>	<b>\$ 74,755</b>	<b>\$ 76,627</b>	<b>\$ 78,541</b>	<b>\$ 80,496</b>	<b>\$ 82,514</b>	<b>\$ 83,762</b>	<b>\$ 85,010</b>	<b>\$ 86,278</b>
23	\$ 31.84	\$ 33.11	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.17	\$ 39.12	\$ 40.10	\$ 41.10	\$ 42.13	\$ 42.76	\$ 43.40	\$ 44.05
	\$ 5,519	\$ 5,739	\$ 5,968	\$ 6,207	\$ 6,455	\$ 6,616	\$ 6,781	\$ 6,951	\$ 7,124	\$ 7,303	\$ 7,412	\$ 7,523	\$ 7,635
	<b>\$ 66,227</b>	<b>\$ 68,869</b>	<b>\$ 71,614</b>	<b>\$ 74,485</b>	<b>\$ 77,459</b>	<b>\$ 79,394</b>	<b>\$ 81,370</b>	<b>\$ 83,408</b>	<b>\$ 85,488</b>	<b>\$ 87,630</b>	<b>\$ 88,941</b>	<b>\$ 90,272</b>	<b>\$ 91,624</b>
24	\$ 33.40	\$ 34.74	\$ 36.13	\$ 37.58	\$ 39.08	\$ 40.06	\$ 41.06	\$ 42.09	\$ 43.14	\$ 44.22	\$ 44.88	\$ 45.55	\$ 46.23
	\$ 5,789	\$ 6,022	\$ 6,263	\$ 6,514	\$ 6,774	\$ 6,944	\$ 7,117	\$ 7,296	\$ 7,478	\$ 7,665	\$ 7,779	\$ 7,895	\$ 8,013
	<b>\$ 69,472</b>	<b>\$ 72,259</b>	<b>\$ 75,150</b>	<b>\$ 78,166</b>	<b>\$ 81,286</b>	<b>\$ 83,325</b>	<b>\$ 85,405</b>	<b>\$ 87,547</b>	<b>\$ 89,731</b>	<b>\$ 91,978</b>	<b>\$ 93,350</b>	<b>\$ 94,744</b>	<b>\$ 96,158</b>
25	\$ 35.06	\$ 36.46	\$ 37.92	\$ 39.44	\$ 41.02	\$ 42.05	\$ 43.10	\$ 44.18	\$ 45.28	\$ 46.41	\$ 47.11	\$ 47.82	\$ 48.54
	\$ 6,077	\$ 6,320	\$ 6,573	\$ 6,836	\$ 7,110	\$ 7,289	\$ 7,471	\$ 7,658	\$ 7,849	\$ 8,044	\$ 8,166	\$ 8,289	\$ 8,414
	<b>\$ 72,925</b>	<b>\$ 75,837</b>	<b>\$ 78,874</b>	<b>\$ 82,035</b>	<b>\$ 85,322</b>	<b>\$ 87,464</b>	<b>\$ 89,648</b>	<b>\$ 91,894</b>	<b>\$ 94,182</b>	<b>\$ 96,533</b>	<b>\$ 97,989</b>	<b>\$ 99,466</b>	<b>\$ 100,963</b>
26	\$ 36.83	\$ 38.30	\$ 39.83	\$ 41.42	\$ 43.08	\$ 44.16	\$ 45.26	\$ 46.39	\$ 47.55	\$ 48.74	\$ 49.47	\$ 50.21	\$ 50.96
	\$ 6,384	\$ 6,639	\$ 6,904	\$ 7,179	\$ 7,467	\$ 7,654	\$ 7,845	\$ 8,041	\$ 8,242	\$ 8,448	\$ 8,575	\$ 8,703	\$ 8,833
	<b>\$ 76,606</b>	<b>\$ 79,664</b>	<b>\$ 82,846</b>	<b>\$ 86,154</b>	<b>\$ 89,606</b>	<b>\$ 91,853</b>	<b>\$ 94,141</b>	<b>\$ 96,491</b>	<b>\$ 98,904</b>	<b>\$ 101,379</b>	<b>\$ 102,898</b>	<b>\$ 104,437</b>	<b>\$ 105,997</b>
27	\$ 38.67	\$ 40.22	\$ 41.83	\$ 43.50	\$ 45.24	\$ 46.37	\$ 47.53	\$ 48.72	\$ 49.94	\$ 51.19	\$ 51.96	\$ 52.74	\$ 53.53
	\$ 6,703	\$ 6,971	\$ 7,251	\$ 7,540	\$ 7,842	\$ 8,037	\$ 8,239	\$ 8,445	\$ 8,656	\$ 8,873	\$ 9,006	\$ 9,142	\$ 9,279
	<b>\$ 80,434</b>	<b>\$ 83,658</b>	<b>\$ 87,006</b>	<b>\$ 90,480</b>	<b>\$ 94,099</b>	<b>\$ 96,450</b>	<b>\$ 98,862</b>	<b>\$ 101,338</b>	<b>\$ 103,875</b>	<b>\$ 106,475</b>	<b>\$ 108,077</b>	<b>\$ 109,699</b>	<b>\$ 111,342</b>
28	\$ 40.63	\$ 42.25	\$ 43.94	\$ 45.70	\$ 47.53	\$ 48.72	\$ 49.94	\$ 51.19	\$ 52.47	\$ 53.78	\$ 54.59	\$ 55.41	\$ 56.24
	\$ 7,043	\$ 7,323	\$ 7,616	\$ 7,921	\$ 8,239	\$ 8,445	\$ 8,656	\$ 8,873	\$ 9,095	\$ 9,322	\$ 9,462	\$ 9,604	\$ 9,748
	<b>\$ 84,510</b>	<b>\$ 87,880</b>	<b>\$ 91,395</b>	<b>\$ 95,056</b>	<b>\$ 98,862</b>	<b>\$ 101,338</b>	<b>\$ 103,875</b>	<b>\$ 106,475</b>	<b>\$ 109,138</b>	<b>\$ 111,862</b>	<b>\$ 113,547</b>	<b>\$ 115,253</b>	<b>\$ 116,979</b>

**Morrow County**  
**2023/2024**  
**STEEPED MASTER SALARY SCHEDULE\***

DRAFT

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
29	\$ 42.69	\$ 44.40	\$ 46.18	\$ 48.03	\$ 49.95	\$ 51.20	\$ 52.48	\$ 53.79	\$ 55.13	\$ 56.51	\$ 57.36	\$ 58.22	\$ 59.09
	\$ 7,400	\$ 7,696	\$ 8,005	\$ 8,325	\$ 8,658	\$ 8,875	\$ 9,097	\$ 9,324	\$ 9,556	\$ 9,795	\$ 9,942	\$ 10,091	\$ 10,242
	<b>\$ 88,795</b>	<b>\$ 92,352</b>	<b>\$ 96,054</b>	<b>\$ 99,902</b>	<b>\$ 103,896</b>	<b>\$ 106,496</b>	<b>\$ 109,158</b>	<b>\$ 111,883</b>	<b>\$ 114,670</b>	<b>\$ 117,541</b>	<b>\$ 119,309</b>	<b>\$ 121,098</b>	<b>\$ 122,907</b>
30	\$ 44.88	\$ 46.67	\$ 48.54	\$ 50.48	\$ 52.50	\$ 53.81	\$ 55.16	\$ 56.54	\$ 57.95	\$ 59.40	\$ 60.29	\$ 61.19	\$ 62.11
	\$ 7,779	\$ 8,089	\$ 8,414	\$ 8,750	\$ 9,100	\$ 9,327	\$ 9,561	\$ 9,800	\$ 10,045	\$ 10,296	\$ 10,450	\$ 10,606	\$ 10,766
	<b>\$ 93,350</b>	<b>\$ 97,074</b>	<b>\$ 100,963</b>	<b>\$ 104,998</b>	<b>\$ 109,200</b>	<b>\$ 111,925</b>	<b>\$ 114,733</b>	<b>\$ 117,603</b>	<b>\$ 120,536</b>	<b>\$ 123,552</b>	<b>\$ 125,403</b>	<b>\$ 127,275</b>	<b>\$ 129,189</b>
31	\$ 47.18	\$ 49.07	\$ 51.03	\$ 53.07	\$ 55.19	\$ 56.57	\$ 57.98	\$ 59.43	\$ 60.92	\$ 62.44	\$ 63.38	\$ 64.33	\$ 65.29
	\$ 8,178	\$ 8,505	\$ 8,845	\$ 9,199	\$ 9,566	\$ 9,805	\$ 10,050	\$ 10,301	\$ 10,559	\$ 10,823	\$ 10,986	\$ 11,151	\$ 11,317
	<b>\$ 98,134</b>	<b>\$ 102,066</b>	<b>\$ 106,142</b>	<b>\$ 110,386</b>	<b>\$ 114,795</b>	<b>\$ 117,666</b>	<b>\$ 120,598</b>	<b>\$ 123,614</b>	<b>\$ 126,714</b>	<b>\$ 129,875</b>	<b>\$ 131,830</b>	<b>\$ 133,806</b>	<b>\$ 135,803</b>
32	\$ 49.60	\$ 51.58	\$ 53.64	\$ 55.79	\$ 58.02	\$ 59.47	\$ 60.96	\$ 62.48	\$ 64.04	\$ 65.64	\$ 66.62	\$ 67.62	\$ 68.63
	\$ 8,597	\$ 8,941	\$ 9,298	\$ 9,670	\$ 10,057	\$ 10,308	\$ 10,566	\$ 10,830	\$ 11,100	\$ 11,378	\$ 11,547	\$ 11,721	\$ 11,896
	<b>\$ 103,168</b>	<b>\$ 107,286</b>	<b>\$ 111,571</b>	<b>\$ 116,043</b>	<b>\$ 120,682</b>	<b>\$ 123,698</b>	<b>\$ 126,797</b>	<b>\$ 129,958</b>	<b>\$ 133,203</b>	<b>\$ 136,531</b>	<b>\$ 138,570</b>	<b>\$ 140,650</b>	<b>\$ 142,750</b>
33	\$ 52.14	\$ 54.23	\$ 56.40	\$ 58.66	\$ 61.01	\$ 62.54	\$ 64.10	\$ 65.70	\$ 67.34	\$ 69.02	\$ 70.06	\$ 71.11	\$ 72.18
	\$ 9,038	\$ 9,400	\$ 9,776	\$ 10,168	\$ 10,575	\$ 10,840	\$ 11,111	\$ 11,388	\$ 11,672	\$ 11,963	\$ 12,144	\$ 12,326	\$ 12,511
	<b>\$ 108,451</b>	<b>\$ 112,798</b>	<b>\$ 117,312</b>	<b>\$ 122,013</b>	<b>\$ 126,901</b>	<b>\$ 130,083</b>	<b>\$ 133,328</b>	<b>\$ 136,656</b>	<b>\$ 140,067</b>	<b>\$ 143,562</b>	<b>\$ 145,725</b>	<b>\$ 147,909</b>	<b>\$ 150,134</b>
34	\$ 54.87	\$ 57.06	\$ 59.34	\$ 61.71	\$ 64.18	\$ 65.78	\$ 67.42	\$ 69.11	\$ 70.84	\$ 72.61	\$ 73.70	\$ 74.81	\$ 75.93
	\$ 9,511	\$ 9,890	\$ 10,286	\$ 10,696	\$ 11,125	\$ 11,402	\$ 11,686	\$ 11,979	\$ 12,279	\$ 12,586	\$ 12,775	\$ 12,967	\$ 13,161
	<b>\$ 114,130</b>	<b>\$ 118,685</b>	<b>\$ 123,427</b>	<b>\$ 128,357</b>	<b>\$ 133,494</b>	<b>\$ 136,822</b>	<b>\$ 140,234</b>	<b>\$ 143,749</b>	<b>\$ 147,347</b>	<b>\$ 151,029</b>	<b>\$ 153,296</b>	<b>\$ 155,605</b>	<b>\$ 157,934</b>
35	\$ 57.69	\$ 60.00	\$ 62.40	\$ 64.90	\$ 67.50	\$ 69.19	\$ 70.92	\$ 72.69	\$ 74.51	\$ 76.37	\$ 77.52	\$ 78.68	\$ 79.86
	\$ 10,000	\$ 10,400	\$ 10,816	\$ 11,249	\$ 11,700	\$ 11,993	\$ 12,293	\$ 12,600	\$ 12,915	\$ 13,237	\$ 13,437	\$ 13,638	\$ 13,842
	<b>\$ 119,995</b>	<b>\$ 124,800</b>	<b>\$ 129,792</b>	<b>\$ 134,992</b>	<b>\$ 140,400</b>	<b>\$ 143,915</b>	<b>\$ 147,514</b>	<b>\$ 151,195</b>	<b>\$ 154,981</b>	<b>\$ 158,850</b>	<b>\$ 161,242</b>	<b>\$ 163,654</b>	<b>\$ 166,109</b>
36	\$ 60.70	\$ 63.13	\$ 65.65	\$ 68.28	\$ 71.01	\$ 72.79	\$ 74.61	\$ 76.48	\$ 78.39	\$ 80.35	\$ 81.56	\$ 82.78	\$ 84.02
	\$ 10,521	\$ 10,943	\$ 11,379	\$ 11,835	\$ 12,308	\$ 12,617	\$ 12,932	\$ 13,257	\$ 13,588	\$ 13,927	\$ 14,137	\$ 14,349	\$ 14,563
	<b>\$ 126,256</b>	<b>\$ 131,310</b>	<b>\$ 136,552</b>	<b>\$ 142,022</b>	<b>\$ 147,701</b>	<b>\$ 151,403</b>	<b>\$ 155,189</b>	<b>\$ 159,078</b>	<b>\$ 163,051</b>	<b>\$ 167,128</b>	<b>\$ 169,645</b>	<b>\$ 172,182</b>	<b>\$ 174,762</b>

**INTERGOVERNMENTAL AGREEMENT TO  
ESTABLISH MORROW COUNTY BROADBAND NETWORK CONSORTIUM**

This Intergovernmental Agreement to Establish Morrow County Broadband Network Consortium (this "Agreement") is dated May 17, 2023, and made effective for all purposes as of May 17, 2023 (the "Effective Date"), and is entered into between Port of Morrow ("Port"), an Oregon port district organized under ORS chapter 777 or 778, and Morrow County ("County"), a political subdivision of the State of Oregon.

RECITALS:

A. Parties desire to promote economic development, access to telehealth services, educational activities, and many other applications of digital connectivity within Morrow County, surrounding communities, and within their respective jurisdictions by developing a digital broadband network comprising a combination of publicly owned, privately owned, and/or leased assets. Parties desire that the digital broadband network is reliable and affordable.

B. Parties find that the development of a reliable and affordable broadband network necessitates the establishment of an intergovernmental entity organized under ORS chapter 190, which intergovernmental entity will provide centralized ownership, management, and control of the broadband network and associated property, plant, and equipment. The 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, without limitation, project feasibility, requirements, and funding.

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 Parties' 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 Network Consortium.

2.1 Formation; Responsibility. The Parties hereby create the Morrow County Broadband Network Consortium ("Consortium"), an intergovernmental entity created pursuant to ORS chapter 190. Consortium's initial members are the Parties. 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 residents, 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, (d) provide an opportunity for a cooperative and equitable sharing of expenses, data, expertise, experience, and plans between the Parties, (e) modernize telecommunications infrastructure within the jurisdictions of each Party to ensure sufficient and efficient capacity, speed, resilience, scalability, and access to Consortium's residents, (f) receive funds necessary to manage and operate the Network and Consortium, (g) acquire such additional tangible and intangible assets deemed necessary or appropriate for Consortium purposes, (h) approve and complete proposed Projects, (i) assist and coordinate necessary logistics to execute approved Projects (including functions related thereto), and (j) subject to the terms and conditions contained in this Agreement and/or ORS chapter 190, perform such other duties and responsibilities 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: (k) adopt, through action of the Board, such bylaws, rules, regulations, standards, and/or policies necessary to carry out Consortium's purposes and/or this Agreement; and (l) perform and exercise all powers pursuant to the Laws, including, without limitation, the Oregon Constitution, the principal acts of the Parties, and ORS chapter 190, which are necessary and/or appropriate to perform (or caused 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 (or contract for) 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 among the Parties; and (e) carry out such other necessary and/or appropriate responsibilities and functions identified by the Parties from time to time.

2.3 General Authority. Except as otherwise provided in this Agreement and/or ORS chapter 190, Consortium will have the authority to act in the interests of the Parties to oversee and direct operation of the Network (and such other duties and responsibilities 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 an individual Party 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.

2.4 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 the Party's Standing Member provide the Party's governing body with regular updates concerning Consortium activities and the Services, and (b) host any required Board and/or community meetings from time to time.

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

2.6 Eligible Entity Admission. Subject to the Laws, including, without limitation, ORS chapter 190, one or more Eligible Entities may become a party to this Agreement and Consortium if first approved by the unanimous consent of the Standing Members. Notwithstanding the immediately preceding sentence, an Eligible Entity will not become a party to this Agreement and Consortium unless and until the Eligible Entity signs a counterpart signature page to this Agreement and executes such other documents and instruments as the Standing Members determine necessary or appropriate.

### 3. Board of Directors.

3.1 Membership. Consortium will be governed by a board of directors consisting of the following persons (the "Board"): (a) the governing body of each Party will appoint two of its officials to serve on the Board (each a "Standing Member"); and (b) the then-appointed Standing Members will appoint one person to serve on the Board (the "At-Large Position"). Each Standing Member will serve at the pleasure of his or her appointing Party and may be removed and replaced by the governing body of the appointing Party. If a Standing Member vacates his or her position, the governing body of the Party that appointed the departed Standing Member will fill the vacancy. The At-large Member will be appointed, and may be removed and replaced, by majority vote of the Standing Members. The At-large Member may not be an elected official, officer, and/or employee of any Party. If an At-Large Member vacates his or her position, the Standing Members 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 Board member will serve more than one year as chairperson in any four-year period. Subject to the terms and conditions contained in the Bylaws, the chairperson will preside over all Board meetings and perform such other duties prescribed by the Board from time to time.

3.2 Meetings. Subject to the terms and conditions contained in this Agreement, a majority of the then-appointed Board members will constitute a quorum for the purpose of conducting its business, 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 of the Board is necessary to decide any question and/or take any action 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 (or quarterly if the Board deems appropriate) 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 written 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 has the 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 (if and to the extent applicable); (c) approve capital purchase requests if not previously approved in the Budget; (d) review performance concerning 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 under ORS chapter 190.

3.3.2 Without otherwise limiting the generality of Section 3.3.1, the Board has the authority to perform the following: (a) recruit and select the Managing Director; (b) establish a job description, salary, contract fees (if applicable), and budget for the Managing Director; (c) receive and review reports from the Managing Director concerning the 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: (f) commit the taxing authority or general funds of any Party; (g) impose ad valorem property taxes and/or issue general obligation bonds; and/or (h) expend (or cause the expenditure of) funds exceeding (or inconsistent with) the Budget.

3.3.3 Within ninety (90) days after the Effective Date, the Parties will adopt certain Bylaws of Morrow County Broadband Network Consortium substantially in the form 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 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 (or contract with) 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 (or contract with) a person to serve as the Managing Director. Consortium will pay all compensation, benefits, taxes, costs, and expenses arising out of or resulting from Consortium's employment of (or contract with) 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 if and 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 identified 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 or contract with Consortium.

4.2.3 Subject to the terms and conditions contained in this Agreement, Consortium is responsible for all personnel or contract 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 any Party, 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 contractors and employees (including, without limitation, the Managing Director) are not contractors or 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, real and/or personal property, and/or equipment as necessary or appropriate to carry out Consortium's purposes 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 or contract with 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 the 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's activities. All funds received by Consortium, including, without limitation, funds contributed in accordance with this Section 5.3, 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 Borrowed Employees. If a Party employee performs any services for or on behalf of Consortium (the "Borrowed Employee"), the Party employing the Borrowed Employee (the "Borrowed Employer") will charge (invoice) Consortium the Borrowed Employee's charge out rate (and all other expenses incurred by the Party). Consortium will pay the amount invoiced no later than thirty (30) days after invoice from the Borrowed Employer.

5.5 Accounting. In September each year (or such other schedule as the Parties may agree from time to time), 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 and this Agreement, contributions received exceeding budgeted operational costs may be (a) returned to the Parties when such action is made part of Consortium's adopted budget, (b) expended for other Consortium activities, and/or (c) held in a reserve account for Consortium's future needs.

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) if applicable, 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 (or types 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 under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300) and all other statutory rights granted due to 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 and/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 then-appointed Standing Members.

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, 2024 (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 Limited Voluntary Withdrawal. Any Party may terminate its participation in the Consortium (and its obligations under this Agreement) by providing no less than six months' prior written notice to the chairperson and the other Party; provided, however, neither Party may terminate (unilaterally) the Party's participation in the Consortium (and this Agreement) during the Initial Term unless such termination is "for cause" under Section 7.3. Withdrawal (and termination of this Agreement) will be effective at 11:59 PM of the June 30 that is no less than six months after the date the withdrawal notice is transmitted. The withdrawing Party will (a) continue to pay its share of, and/or be responsible for, its Contribution amounts through and until the effective date of the Party's withdrawal, and (b) 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. A Party's withdrawal will not relieve the withdrawing Party from any liabilities or obligations incurred prior to the effective date of the withdrawal.

7.3 For Cause Termination.

7.3.1 Either Party may terminate the Party's participation in Consortium (and this Agreement) immediately upon notice to the chairperson and the other Party upon the occurrence of any of the following "for cause" events: (a) continuous and repeated problems occur in connection with Consortium's and/or the other Party's performance of its obligations under this Agreement; and/or (b) Consortium and/or the other Party breaches and/or otherwise fails to perform any of Consortium's and/or the other Party's representations, warranties, covenants, and/or obligations contained in this Agreement.

7.3.2 Prior to any Party's termination of this Agreement for cause under Section 7.3.1, the non-defaulting Party will provide Consortium and the alleged defaulting Party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on Consortium's and/or the alleged defaulting Party's receipt of the Default Notice (as applicable), Consortium or the alleged defaulting Party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of

the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by Consortium or the alleged defaulting Party (as applicable) under this Agreement if Consortium or the alleged defaulting Party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable.

#### 7.4 Dissolution.

7.4.1 The Parties may terminate this Agreement and dissolve Consortium at any time by the Parties' unanimous written consent. 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 Standing 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:

7.4.1.1 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.

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

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

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

7.4.1.5 Payment and/or performance of those dissolution related tasks or responsibilities identified under Section 7.5.

7.5 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.

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 Appendix A (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. 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

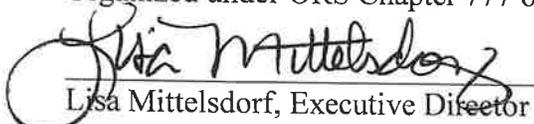
or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing Party will be 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 Bryant, Lovlien & Jarvis, P.C. (“Law Firm”) has been employed by Columbia Bain Electric Cooperative, Inc. (“Cooperative”), an Oregon cooperative, to prepare this Agreement. Law Firm represents only Cooperative 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, and/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 binding and effective for all purposes as of the Effective Date.

**Port:**  
Port of Morrow, An Oregon Port District  
Organized under ORS Chapter 777 or 778

  
Lisa Mittelsdorf, Executive Director

5/12/23  
Dated

**County:**  
Morrow County, A Political  
Subdivision of the State of Oregon

  
David Sykes, Chair

Absent  
Jeff Wenzholz, Commissioner

  
Roy Drago, Jr., Commissioner

5-17-23  
Dated

Appendix A  
Definitions

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

“At-Large Member” has the meaning assigned to such term in Section 3.1.

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

“Borrowed Employee” has the meaning assigned to such term in Section 5.4.

“Borrowed Employer” has the meaning assigned to such term in Section 5.4.

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

“Bylaws” has the meaning assigned to such term in Section 3.3.3.

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

“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.

“County” has the meaning assigned to such term in the preamble. County’s address is 100 S. Court Street, P.O. Box 788, Heppner, Oregon 97836.

“Cure Period” has the meaning assigned to such term in Section 7.3.2.

“Default Notice” has the meaning assigned to such term in Section 7.3.2.

“Dissolution Manager(s)” has the meaning assigned to such term in Section 7.4.1.

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

“Eligible Entity(ies)” means any Oregon county, city, port, school district, community college district, and all other public or quasi-public corporation (including an intergovernmental entity or council of governments) permitted to become a party to an intergovernmental agreement and ORS chapter 190 organization under applicable Oregon law.

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

“Law(s)” mean all federal, state, and/or local laws, statutes, ordinances, and/or regulations directly or indirectly affecting and/or applicable to this Agreement, Consortium, the Network, and/or Consortium’s services and/or activities, 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 employee or consultant responsible for Consortium’s operational management and administration and implementation of Consortium’s policies and directives established from time to time by the Board.

“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 Sections 5.3 and 5.4, all costs and expenses necessary or appropriate for Consortium’s operations 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); and (f) all other costs and expenses necessary or appropriate for the construction, installation, repair, maintenance, and/or operation of the Network and/or Consortium’s activities.

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

“Port” has the meaning assigned to such term in the preamble. Port’s address is 2 East Marine Drive, P.O. Box 200, Boardman, Oregon 97818.

“Project(s)” means those broadband projects and associated public improvements the Board approves from time to time and which will/are undertaken by Consortium.

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

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

“Standing Member(s)” has the meaning assigned to such term in Section 3.1.

Exhibit A  
Bylaws of Morrow County Broadband Network Consortium

These Bylaws of Morrow County Broadband Network Consortium dated effective May 17, 2023 (these “Bylaws”) are authorized under Section 3.3.3 of the Intergovernmental Agreement to Establish Morrow County Broadband Network Consortium dated effective \_\_\_\_\_, 2023 (the “Agreement”).

1. NAME; FORMATION; PURPOSE; OFFICE

1.1 Name. This organization will be referred to as the Morrow County Broadband Network Consortium (“Consortium”).

1.2 Formation. Consortium is comprised of an association of governmental entities, established by agreement of the participating entities under the authority of the State of Oregon’s Intergovernmental Cooperation Statutes, ORS 190.003 to 190.110, and formalized by the Agreement between Morrow County (“County”) and Port of Morrow (“Port”) (each a “party” and collectively the “parties”).

1.3 Purpose; Authority. Consortium has been established and organized for the purposes set forth in the Agreement. Consortium’s powers and duties will be as provided in the Agreement, ORS Chapter 190, and as authorized by the parties from time to time.

1.4 Office. Consortium’s office will be located at \_\_\_\_\_, or such other location determined by the Board (as defined below).

2. BOARD OF DIRECTORS; OFFICERS; COMMITTEES; ADVISORY BOARD

2.1 General Powers. Consortium’s powers will be exercised by and under the authority of, and the affairs of Consortium managed under the direction of, the Board subject to any limitations set forth in the Agreement, these Bylaws, and/or applicable Oregon law. Without otherwise limiting the immediately preceding sentence, the Board may establish, amend, and modify rules, regulations, requirements, standards, policies, and procedures from time to time concerning Consortium’s operations.

2.2 Membership. Consortium will be governed by a board of directors consisting of five members (the “Board”), consisting of four standing Board positions (the “Standing Member(s)”) and one at-large position (the “At-Large Member”).

2.3 Appointment. The governing body of each party will appoint two of its officials to serve as Standing Members. Each Standing Member will represent his or her appointing party and may be removed and replaced by the appointing party. If a Standing Member vacates his or her position, the governing body of the party that appointed the departed Standing Member will fill the vacancy. The At-large Member will be appointed, and may be removed and replaced, by majority vote of the Standing Members. If an At-Large Member vacates his or her position, the Standing Members will fill the vacancy. The At-Large Member must be a resident of Morrow

County, Oregon and will be appointed to represent each of three disciplines: Education; Economic Development, and Utilities.

2.4 Qualifications. The Agreement and/or these Bylaws may prescribe additional qualifications for Board members.

2.5 Terms of Office. Each member will serve a term of two years. Members may be appointed to serve successive terms of two years (or until their successors are duly appointed). Successive terms may be served without restriction. A decrease in the number of members or term of office does not shorten an incumbent member's term. Despite the expiration of a member's term, the member continues to serve until the member's successor is appointed.

2.6 Officers.

2.6.1 The Board may elect a chairperson and such other officers it deems advisable from its membership. The chairperson will preside at all meetings of the Board and perform other duties prescribed by the Board from time to time. The chairperson will have a vote on all questions before the Board. The chairperson may be a co-signer on checks.

2.6.2 The Board may elect a vice-chairperson from its membership who will perform the duties of the chairperson in the absence of the chairperson. Whenever the chairperson is unable to perform the functions of the office, the vice-chairperson will act as chairperson. If both the chairperson and vice-chairperson are absent from an Consortium meeting, the members present will select one member to perform the chairperson's functions at the meeting. The vice-chairperson will have a vote on all questions before the Board.

2.6.3 The Board may elect a secretary from its membership who will keep the official records of Consortium, attest signatures of Consortium, certify copies of Consortium documents, and perform other record-keeping duties prescribed by the Board. The secretary will have a vote on all questions before the Board. The secretary may be a co-signer on checks.

2.6.4 In addition to all other duties or responsibilities assigned to the officers under the Agreement, these Bylaws, and/or membership action, each officer must regularly attend Board meetings and must notify the chair (or vice chair in case of the chair) when he or she is unable to attend a Board meeting. Should an officer's position become vacant, the membership will promptly elect a successor from its members for the unexpired term of such office. The membership may remove an officer at any time with or without cause.

2.7 Resignation. A member may resign at any time by delivering written notice to the Board, the chairperson, vice-chairperson, or secretary. A resignation is effective upon receipt of the written notice unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board.

2.8 Removal. A member may be removed with or without cause, unless the Agreement or these Bylaws provides that members may be removed only for cause, by vote of two-thirds of the members then in office (or such greater number as is set forth in the Agreement or these Bylaws); provided, however, if at the beginning of a member's term on the Board, the

Agreement or these Bylaws provide that the member may be removed for reasons set forth in the Agreement or these Bylaws, the Board may remove the member for such reasons.

2.9 Vacancies. Unless the Agreement or these Bylaws provide otherwise, if a vacancy occurs on the Board, whether in the event of death, resignation, removal, or otherwise, the governing body of the party that appointed the departed member will appoint a successor to fill the unexpired term as soon as possible. A vacancy concerning an at-large member position will be filled by the unanimous vote of the party-appointed Board members

2.10 Compensation. Members will not receive any stated salaries or compensation for their services as members but may be reimbursed for reasonable expenses. Nothing herein will be construed to preclude any member from serving Consortium in any other capacity and receiving compensation therefore.

2.11 Committees; Advisory Board. Unless ORS chapter 190 or the Agreement provide otherwise, the Board may (a) create one or more committees of the Board which exercise the authority of the Board, (b) appoint members of the Board to serve on such committees, and (c) designate the method of selecting committee members. Each committee must consist of two or more Board members, who serve at the pleasure of the Board. Board members may also elect to form an Advisory Board made up of five independent members who are external advisors appointed for their knowledge and direct experience in the Consortium's mission. The advisory board members will provide non-binding strategic advice to the Board.

### 3. MEETINGS; ACTION OF THE BOARD

3.1 Regular Meetings. Subject to and in accordance with Oregon Public Meetings Law, the Board will hold a regular meeting on such intervals and at such time and place which it designates from time to time. A regular meeting may be continued, postponed, cancelled, or adjourned to a later date by a majority of Board members present and voting, and notice of such adjourned meeting will be given to all Consortium parties.

3.2 Special Meetings. The chairperson may, when the chairperson deems it expedient, or within seventy-two (72) hours after receiving a request from two or more members of the Board, call a special meeting of the Board to be held at the regular meeting place, unless otherwise specified in the call, for the purpose of transacting any business designated. Notice of the special meeting will be given to all Consortium parties at the time of the call and will be given to the public in accordance with Oregon's Public Meetings Law.

3.3 Open Meetings. All meetings, deliberations, and proceedings of Consortium will be public except as state law allows otherwise.

3.4 Quorum; Voting. A majority of the then-appointed Board members will constitute a quorum for the purpose of conducting Consortium business and exercising its powers and for all other purposes. Except as provided otherwise in the Agreement, these Bylaws, and/or applicable law, the express concurrence of a majority of a quorum is necessary to

decide any question before the Board. Each Board member will be entitled to an equal vote in all Board decisions. Subject to applicable law, Board members may attend a regular or special meeting through use of any means of communicating by which all Board members participating may simultaneously hear or read each other's communications during the meeting.

3.5 Manner of Voting. Voting will be by record vote. The ayes and nays will be entered into the minutes of such meeting. Board members present and not voting and Board members absent will be entered into the minutes of such meeting.

3.6 Order of Business. At the regular meetings of the Board, the following will be substantially the order of business: (a) call to order; (b) roll call; (c) consent agenda and approval of minutes of previous meeting; (d) Consortium business; and (e) adjourn.

3.7 Robert's Rules. Unless otherwise provided by applicable law or these Bylaws, all rules of order not herein provided for will be determined in accordance with *Robert's Rules of Order Newly Revised*.

3.8 Minutes; Resolutions. The secretary or the lead entity's designee will keep an accurate record of all Board proceedings, including written minutes or recordings of all meetings in accordance with applicable law. Board minutes are a public record available for public inspection subject to applicable law. All Board resolutions will be in writing.

#### 4. STANDARDS OF CONDUCT

4.1 General Standards. Board members must discharge the member's duties (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the member reasonably believes to be in the best interests of Consortium. In discharging the duties of a member, a member is entitled to rely on (x) information, opinions, reports, or statements (including financial statements and other financial data) prepared or presented by one or more officers or employees of Consortium (or lead entity) whom the member reasonably believes to be reliable and competent in the matters presented, or (y) legal counsel, public accountants, or other persons as to matters the member reasonably believes are within the person's professional or expert competence. A member is not acting in good faith if the member has knowledge concerning the matter in question that makes reliance otherwise permitted under this Section 4.1 unwarranted. A member is not liable to Consortium for any action taken or not taken as a member if the member acted in compliance with this Section 4.1. A member will not be deemed a trustee with respect to Consortium or with respect to any property held or administered by Consortium, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

4.2 Member Conflict of Interest. Notwithstanding anything contained in these Bylaws to the contrary, a member will not participate in any Consortium proceeding or action in which the member is presented with an actual conflict of interest as defined under ORS Chapter 244. A transaction in which a member has a conflict of interest may be approved by vote of the Board subject to and in accordance with applicable law, including, without limitation, ORS Chapter 244.

5. CONSORTIUM RECORDS; AMENDMENTS

5.1 Consortium Records. Consortium will keep as permanent records minutes of all meetings of the Board subject to and in accordance with applicable law, including, without limitation, Oregon's Public Records Law. Consortium must maintain appropriate accounting records. Consortium must maintain its records in written form or in another form capable of conversion into written form within a reasonable time. In addition to any other records required to be maintained under applicable law, and subject to and in accordance with applicable law, including, without limitation, Oregon's Public Records Law, Consortium must keep a copy of the following records: (a) the Agreement (and all amendments to it currently in effect); (b) bylaws or restated bylaws (and all amendments to them currently in effect); (c) a list of the names and party representation of current Board members and officers; (d) the last three annual financial statements, if any, which may be consolidated or combined statements of Consortium and one or more of its subsidiaries or affiliates, as appropriate, including a balance sheet and statement of operations, if any, for that year, which must be prepared in accordance with Oregon Local Budget Law; and (e) the last three accountant's reports if annual financial statements are reported upon by a public accountant. Notwithstanding anything contained in these Bylaws to the contrary, budget procedures will follow budget law of the State of Oregon for intergovernmental entities. An annual audit of the fund(s) of Consortium will be performed in accordance with applicable law.

5.2 Bylaw Amendments. The Board may, by resolution of the Board, adopt one or more amendments to these Bylaws by vote of a majority of the entire Board, provided that the proposed amendment(s) has been submitted in writing to all parties at least five days prior to the meeting where the amendment is to be considered and that Board members have been notified of the meeting and its purpose at least ten (10) days prior to the meeting. Consortium must provide notice of any meeting of the Board at which an amendment is to be approved in accordance with Oregon's Public Meetings Law. The notice must also state that the purpose or one of the purposes of the meeting is to consider a proposed amendment to these Bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The Agreement will control if a conflict between these Bylaws and the Agreement occurs.

Schedule 4.2.2  
Managing Director Services

Subject to the terms and conditions contained in this Agreement, in addition to all other duties and responsibilities identified in the Agreement, the Managing Director will provide the following project services:

- I. General.
  1. Annual Budget. Prepare and present Consortium's annual budget to the Board.
  2. Personnel. If additional Consortium employees are approved by the Board, recruitment, hire, and manage the 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 the 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</u>
<u>Contribution</u>		
Morrow County	\$52,914.50	50%
Port of Morrow	<u>\$52,914.50</u>	<u>50%</u>
<b>Total Contribution</b>	\$105,829.00	100%



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Finance and Human Resources Departments have been exploring options to outsource the administration of the County's defined benefit pension plan. Currently a significant portion of the plan administration occurs in-house between Finance and Human Resources. Our ability to support in house administration effectively is limited due to limited staffing and expertise in the respective departments.

By outsourcing all of the plan administration the County will reduce the amount of staff time spent on plan administration, increase the service levels provided to plan participants and help to ensure compliance with plan requirements and applicable laws and regulations.

Jennifer Guttridge with Mercer Advisors has explored multiple options to determine what would be the best fit for Morrow County's plan and has identified Nationwide as a potential partner and has a recommendation to move forward with Nationwide to provide plan administration.

Currently, the County is paying 45 basis points on assets under management for its current level of plan administration. Nationwide is willing to take on all of the plan administration for the same cost of 45 basis points so there will be no incremental cost for these expanded services.

## **2. FISCAL IMPACT:**

No incremental costs over the current administration structure.

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

Move to approve the transition to Nationwide for retirement plan administration and authorize the Finance and Human Resource Directors to proceed.

Attach additional background documentation as needed.

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## Morrow County Sheriff's Office - Monthly Stats 2023

Incident	Jan	Feb	March	April	May	June
Alarms	6	9	8	8	16	
Animal Complaint	20	5	11	15	21	
Agency Assist	13	11	16	10	18	
Assaults	2	3	2	4	7	
Burglary	0	1	3	0	5	
CHL	30	30	28	30	21	
Citizen Assist	17	4	9	11	16	
Civil Service	66	53	89	80	70	
County Code Calls	1	0	3	2	2	
Heppner area	0	0	0	0	0	
Irrigon area	0	0	2	0	1	
Bdmn area	0	0	0	2	0	
lone/Lex area	1	0	1	0	1	
Death Investigation	4	1	4	0	0	
Disturbance	17	8	7	8	11	
Dog	28	55	49	61	50	
Driving Complaints	72	64	84	93	150	
Drunk/Impaired Driver	4	3	2	5	0	
EMS	7	12	10	8	6	
Hit & Run	9	1	2	1	6	
Juvenile Complaints	14	10	25	13	21	
Motor Vehicle Crashes	6	7	3	7	5	
RV Code	0	0	0	0	0	
Suicidal	2	1	0	1	5	
Suspicious Activity	29	25	19	36	23	
Theft	5	11	11	18	13	
Trespass	9	9	7	8	8	
Traffic Stops - Cite	35	24	32	20	18	
<b>Total Traffic Stops</b>	<b>108</b>	<b>117</b>	<b>163</b>	<b>90</b>	<b>106</b>	
UUMV-Stolen vehicle	0	4	6	7	4	
Welfare Check	15	11	16	20	19	
<b>Totals</b>	<b>519</b>	<b>479</b>	<b>609</b>	<b>556</b>	<b>621</b>	
Other Misc. Incidents	564	681	808	773	839	
<b>Total # of Incidents</b>	<b>1083</b>	<b>1160</b>	<b>1417</b>	<b>1329</b>	<b>1460</b>	
Felony Arrests	13	6	10	14	13	
<b>Total # of Arrests</b>	<b>29</b>	<b>24</b>	<b>20</b>	<b>27</b>	<b>30</b>	
<b>Total # M-110 Citations</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

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

1. Updates

- a. IMPACTS Grant Award: Morrow and Umatilla County LPSCC's were awarded \$621,328.08 based on my grant application. These funds will be used to assist the population of folks who are high utilizers of both the ER and jail. We recently filed a request to amend the grant application in order to create positions that are easier to fill, based on the current staffing shortage. That amendment was accepted and the positions have been posted online. I also attended the IMPACTS conference in May, to learn more about the grant and how other counties use the funds.
- b. I filed a supplemental JRI grant application for \$45,925. These funds would go to law enforcement, CCS, and partially fund my coordinator position. We are still waiting on these funds to be disbursed to the County.
- c. The LPSCC voted for me to obtain a DEI (diversity, equity and inclusion) certificate. This certificate will allow me to conduct workshops with County Departments to assist with the new State requirements around DEI.
- d. LPSCC continues to discuss ways for Agencies to cooperate to streamline efficiencies.
- e. Primary Topics being addressed: The LPSCC continues to discuss housing, the challenges faced by Measure 110, mental health issues in the community, particularly with our youth, and housing shortages.

2. Ongoing Projects

- a. There are several minors participating in our Juvenile Diversion program.
- b. We will get a mental health court up and running once we have the ability to do so.
- c. We hope to develop a mentoring program for youth.
- d. Developing inpatient options for those in behavioral health crisis continues to be a main focus. There is finally funding for this type of project coming from the State level, and everyone is very excited to be able to discuss solutions.



Jessica Rose

# ROAD REPORT May 2023

**BLADING OPERATIONS:** Following are the roads blade operators made improvements to this month.

Zone 1 –

Zone 2 –

Zone 3 –

Zone 4 –Blake Ranch, Hanna Arbuckle, Coal Mine Ditch Cr., Hardman Cemetery, Penland Ln.

Zone 5 –

**Paving Season:** The Crew has finished up the paving for the 22-23 fiscal year. The crew paved just over a 11 miles of road. Those roads are County line, Frontage Rd, and Poleline which are located just south of Irrigon. The crew put down just shy of 9,000 tons of asphalt in just over 2 weeks. So thank you to our Road Crew and Ashbeck Trucking for getting the job done.

**Chip Seal Season:** The crew started up chip sealing on the 16<sup>th</sup> of this month. So far they have chipped the 11 miles of new asphalt. We have moved all the chip equipment to Little Butter Cr. and have started chip sealing the 15 miles of road.

**Fog Seal:** After finishing up the chipping of the 11 miles up north, the crew fog sealed to finish up those roads.

I just want to put this out to the public that thur the month of June the Road Crew will be in full force on working on Liberty School, finishing up working the road on Bunker Hill, and prepping Social Ridge rd for paving this next fiscal year.

**PERMITS:** Following are approved permits to work in the county right-of-way during May.

<a href="#">OTW</a>	747	Miller Rd	Windwave Communications	Utility	Communication line	05/10/2023	
<a href="#">OTX</a>	662	Wilson Lane	Windwave Communications	Utility	Communication line	05/10/2023	
<a href="#">OTY</a>	490	Bombing Range Road	Umatilla Electric Co-Op	Utility	fiber optic cable	05/25/2023	