

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, February 24, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

## AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
  - a. Accounts Payable and Payroll Payables
  - b. Petition and Order No. OR-2021-5: Cancellation of Personal Property Taxes
5. **Legislative Updates**
6. **Business Items**
  - a. 2021 Ambulance Service Area Plan (Rusty Estes, Morrow County Health District EMS Coordinator)
  - b. Review Draft Resolution No. R-2021-2: A Resolution in Support of Columbia Development Authority and Commitment to Preserve and Maintain South Trail (Justin Nelson, County Counsel; Tamra Mabbott, Planning Director)
  - c. New Federal Funding for Public Transportation (Katie Imes, The Loop)
  - d. Award Bid and Contract for Diesel, Gasoline, Lubricants and Aviation Fuels (Sandi Pointer, Public Works)
  - e. Draft Intergovernmental Agreement with Morrow County School Districts regarding the Wheatridge Project Strategic Investment Program Agreement (Richard Tovey, County Counsel)
  - f. **10:00 A.M.** – Irrigon Building Loan Documents (Kate Knop, Finance Dept.)
  - g. Review Draft Grant Application Form (Gregg Zody, Community Development)
  - h. State and Local Coronavirus Fiscal Recovery Funds (Commissioner Doherty)
  - i. Emergency Operations Center Update
    - i. COVID Pay Extensions
  - j. Building Projects Updates
    - i. Sheriff Station 2 Project – Title Transfer Documents
  - k. Administrator’s Evaluation
7. **Department Reports**
  - a. Road Department Monthly Report (Eric Imes)
  - b. Finance Department Quarterly Report (Kate Knop)
8. **Correspondence**
9. **Commissioner Reports**
10. **Executive Session:** Pursuant to ORS 192.660 (2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
11. **Executive Session:** Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing
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 Darrell J. Green, Administrator at (541) 676-2529.

### **Electronic Meeting Information**

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

#### Zoom Call-In Numbers for Audio Only:

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



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

The owners of this manufactured home and the real property it sits on are deceased. The property has been abandoned and the real property has been foreclosed on for taxes by the County. The mobile home has been destroyed, so seizure and sale is not possible. Hopefully, the county can recoup this loss when the real property is sold.

## **2. FISCAL IMPACT:**

\$\$902.76 in uncollected property taxes shared by all districts.

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

Accept Petition and Sign Order

Attach additional background documentation as needed.

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

IN THE MATTER OF CANCELLATION        )  
OF PERSONAL PROPERTY TAXES        )       ORDER NO. OR-2021-5

This matter coming before the Morrow County Board of Commissioners for hearing on petition of Michael Gorman, Tax Collector, of Morrow County, State of Oregon. The Morrow County Board of Commissioners having examined the petition and being fully advised of the premises, it is therefore Ordered, Adjudged, and Decreed that the following personal property taxes be and the same are the same hereby cancelled as of February 24, 2021.

See attached Exhibit A for accounts to have the taxes cancelled.

Dated this 24<sup>th</sup> day of February 2021.

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

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Melissa Lindsay, Commissioner

Approved as to Form:

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

## Exhibit A

<b>Ref#:</b>	<b>62018</b>
<b>Owner:</b>	Richard Brown & Sara Ruth Brown
<b>Tax Year &amp; Amount:</b>	2014-15 \$141.85
	2015-16 \$144.21
	2016-17 \$144.47
	2017-18 \$153.95
	2018-19 \$157.48
	2019-20 \$160.80
<b>Description:</b>	1969 Marlette Singlewide
<b>Write-off Because:</b>	Owners are deceased, County has foreclosed on the real property. MS has been demolished



**Exhibit A**

**Ref#:** 62018  
**Owner:** Richard Brown & Sara Ruth Brown  
**Tax Year & Amount:** 2014-15 \$141.85  
2015-16 \$144.21  
2016-17 \$144.47  
2017-18 \$153.95  
2018-19 \$157.48  
2019-20 \$160.80  
**Description:** 1969 Marlette Singlewide  
**Write-off Because:** Owners are deceased, County has foreclosed on the real property.  
MS has been demolished



**OREGON HEALTH AUTHORITY EMERGENCY MEDICAL SERVICES & SYSTEMS**

**COUNTY AMBULANCE SERVICE AREA PLAN REVIEW**

County:

Draft Version:

Date Plan Received:

Review Conducted By:

Date Plan Review Was Completed:

<i>Plan Approved:</i> _____
<i>Approved By:</i> _____
<i>Date Approved:</i> _____

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

**Subjects to be considered in an Ambulance Service Plan ([333-260-0030](tel:333-260-0030))**

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

**Required components of the Ambulance Service Area Plan**

*Plan submitted in proper format*

Yes [ ]

No [ ]

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

Compliant [ ]

Non-Compliant [ ]

Comments:

*Overview of county (demographic and geographic description)*

Compliant [ ]

Non-Compliant [ ]

Comments:

*Definitions list*

Compliant [ ] Non-Compliant [ ]

Comments:

**Boundaries: 333-260-0040**

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

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

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

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

*Map(s) depicting ASA boundaries with response time zones*

Compliant [ ] Non-Compliant [ ]

Comments:

*Narrative description of each ASA*

Compliant [ ] Non-Compliant [ ]

Comments:

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

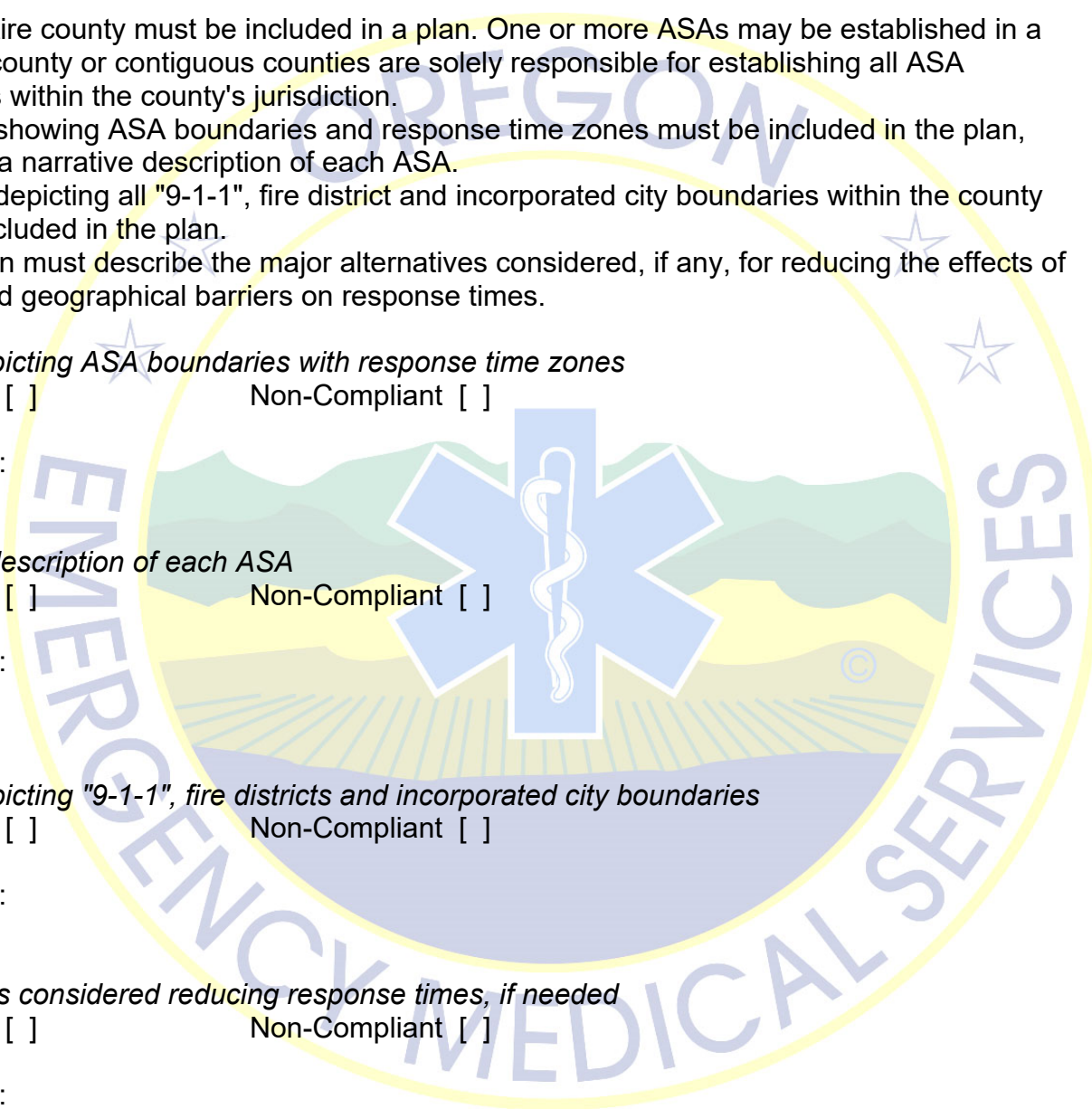
Compliant [ ] Non-Compliant [ ]

Comments:

*Alternatives considered reducing response times, if needed*

Compliant [ ] Non-Compliant [ ]

Comments:



**System elements: 333-260-0050**

(1) The following system elements must be addressed and considered in the county's plan for each ASA:

- (a) 9-1-1 dispatched calls;
- (b) Pre-arranged non-emergency transfers and inter-facility transfers, by June 30, 2003;
- (c) Notification and response times;
- (d) Level of care, ranging from basic life support to advanced life support;
- (e) Personnel for first response vehicles and ambulances;
- (f) Medical supervision of all medically trained emergency response personnel;
- (g) Patient care equipment for first response vehicles and ambulances;
- (h) Vehicle, vehicle equipment and safety requirements;
- (i) Initial and continuing education training for emergency response personnel; and
- (j) Quality improvement.

(2) Notification and response times must be addressed and considered in the plan as follows:

- (a) Notification times must be expressed in terms of percent of calls which do not exceed a specified number of minutes;
- (b) Response times must be expressed in terms of percent of calls which do not exceed a specified number of minutes; and
- (c) Multiple response time standards may be established within the ASA to accommodate climate, weather, access, terrain, staffing and other factors as determined by the county.

(3) The plan must address and consider a quality improvement program which at a minimum:

- (a) Monitors compliance with pertinent statutes ordinances and rules;
- (b) Monitors compliance with standards for prehospital provider notification times, response times and patient care; and
- (c) Provides for problem resolution and legal sanctions for non compliant personnel or providers of the plan provisions.

*9-1-1 Dispatched Calls*

Compliant [ ]                      Non-Compliant [ ]

Comments:

*Pre-Arranged non-emergency transfers and inter-facility transfers*

Compliant [ ]                      Non-Compliant [ ]

Comments:

*Notification and response times for each assigned ASA*

Compliant [ ]                      Non-Compliant [ ]

Comments:

*Level of care provided*

Compliant [ ]                      Non-Compliant [ ]

Comments:

*Personnel*

Compliant [ ] Non-Compliant [ ]

Comments:

*Medical supervision*

Compliant [ ] Non-Compliant [ ]

Comments:

*Patient care equipment*

Compliant [ ] Non-Compliant [ ]

Comments:

*Vehicles and vehicle equipment and safety requirements*

Compliant [ ] Non-Compliant [ ]

Comments:

*Initial and continuing education for EMS personnel*

Compliant [ ] Non-Compliant [ ]

Comments:

*Quality Assurance Program*

Monitors compliance with pertinent statutes, ordinances and rules

Compliant [ ] Non-Compliant [ ]

Comments:

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

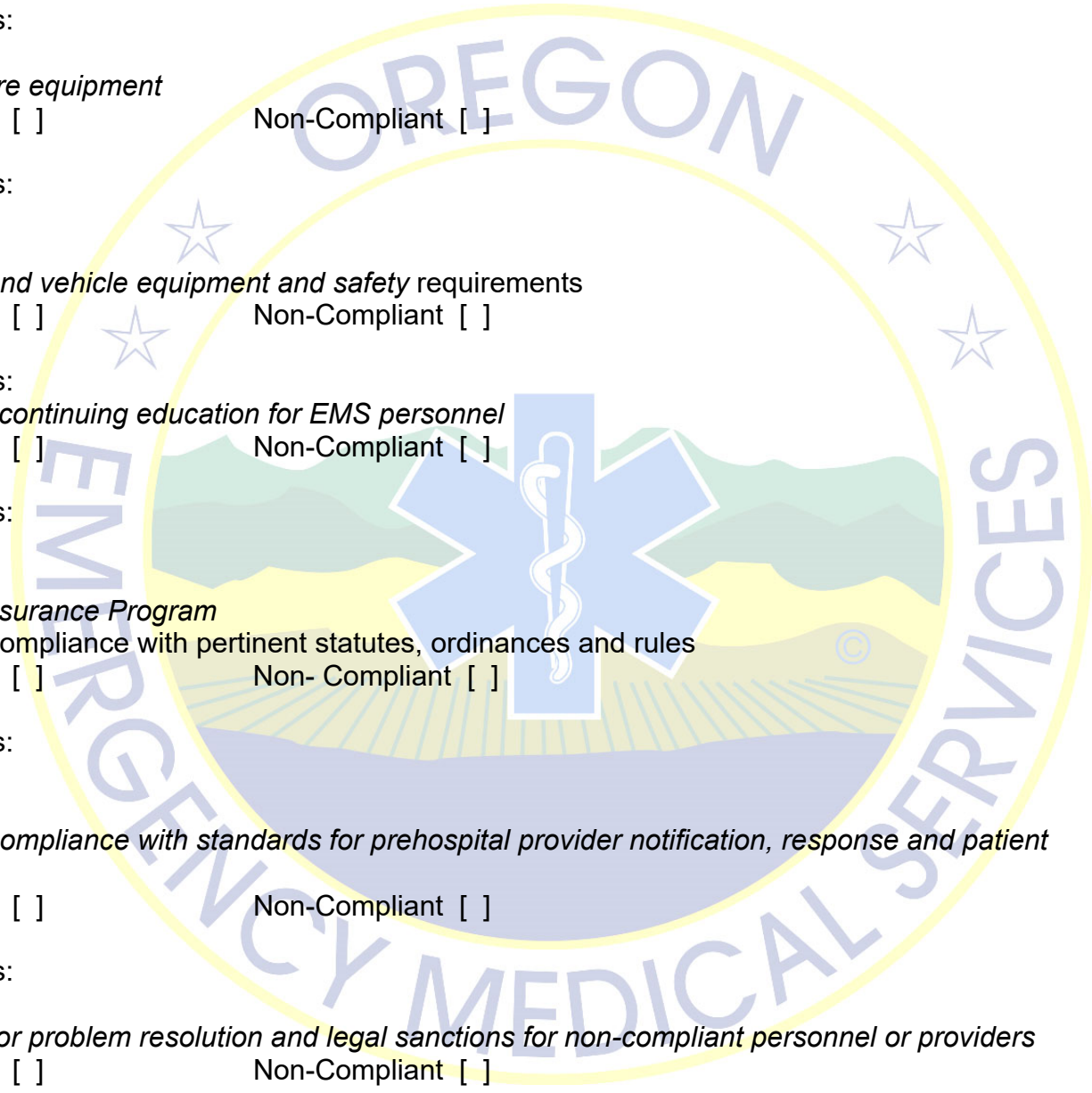
Compliant [ ] Non-Compliant [ ]

Comments:

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

Compliant [ ] Non-Compliant [ ]

Comments:



**Coordination 333-260-0060**

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

The plan must address and consider:

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

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

Compliant [  ]                      Non-Compliant [  ]

Comments:

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

Compliant [  ]                      Non-Compliant [  ]

Comments:

*Mutual aid agreements*

Compliant [  ]                      Non-Compliant [  ]

Comments:

**Responsibilities of ambulance provider in the event of a disaster:**

*Coordination with county resources other than ambulances*

Compliant [ ] Non-Compliant [ ]

Comments:

*Determination of methods for obtaining out-of-county resources*

Compliant [ ] Non-Compliant [ ]

Comments:

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

Compliant [ ] Non-Compliant [ ]

Comments:

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

*Hazardous materials*

Compliant [ ] Non-Compliant [ ]

Comments:

*Search and rescue*

Compliant [ ] Non-Compliant [ ]

Comments:

*Specialized rescue*

Compliant [ ] Non-Compliant [ ]

Comments:

*Extrication*

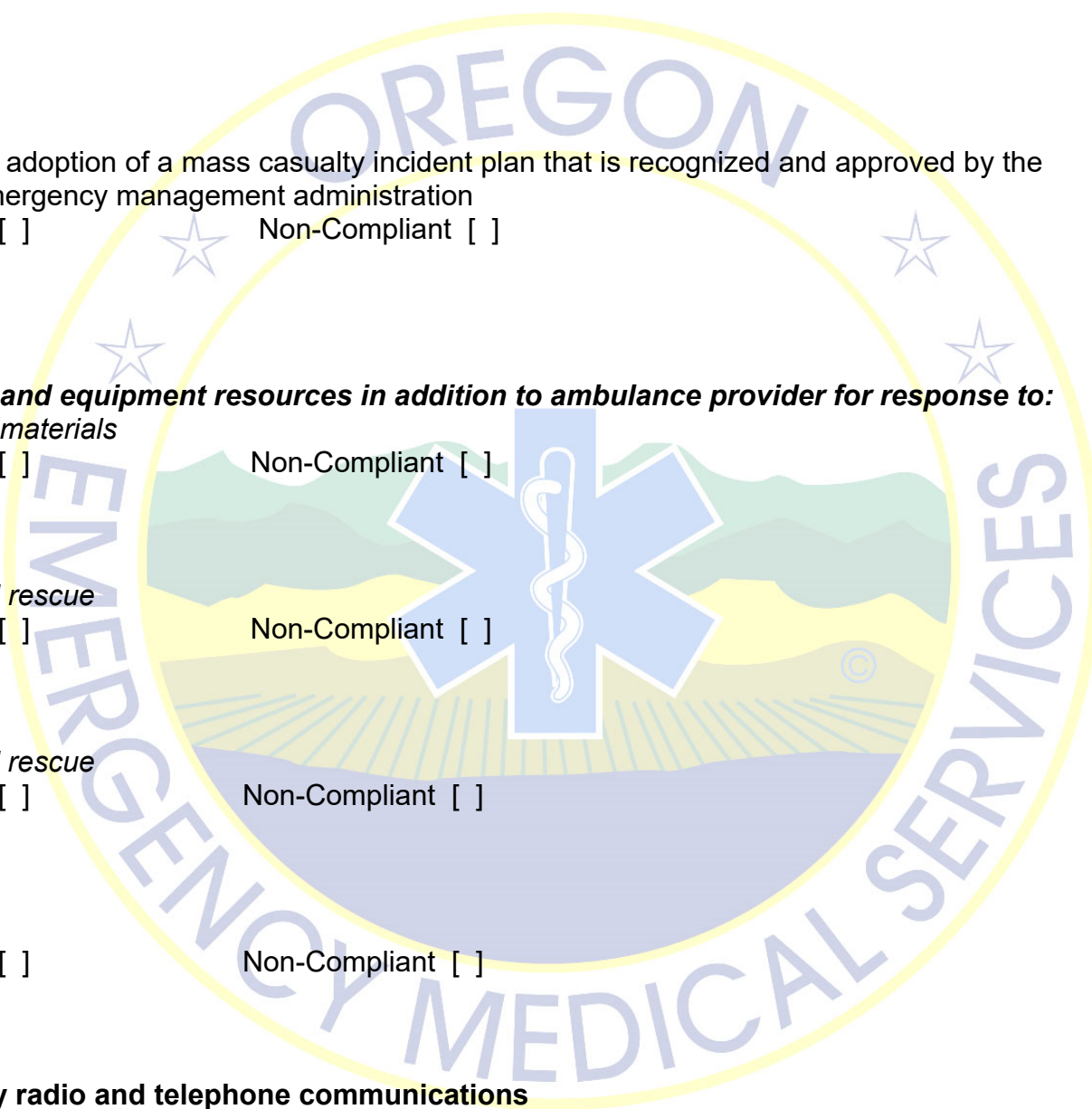
Compliant [ ] Non-Compliant [ ]

Comments:

**Emergency radio and telephone communications**

*Access to EMS by telephone*

Compliant [ ] Non-Compliant [ ]



Comments:

*Radio system identified*

Compliant [ ] Non-Compliant [ ]

Comments:

*Dispatch procedures and protocols*

Compliant [ ] Non-Compliant [ ]

Comments:

*Training of emergency dispatchers*

Compliant [ ] Non-Compliant [ ]

Comments:

**Provider selection (333-260-0070)**

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

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

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

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

*Assigning an ASA*

Compliant [ ] Non-Compliant [ ]

Comments:

*Reassigning an ASA*

Compliant [ ] Non-Compliant [ ]

Comments:

*Application process*

Compliant [ ] Non-Compliant [ ]

Comments:

*Notification that an ASA is being vacated*

Compliant [ ] Non-Compliant [ ]

Comments:

*Maintaining existing level of service after notification that a provider is vacating an ASA*

Compliant [ ]

Non-Compliant [ ]

Comments:

### **County Ordinance and Rules**

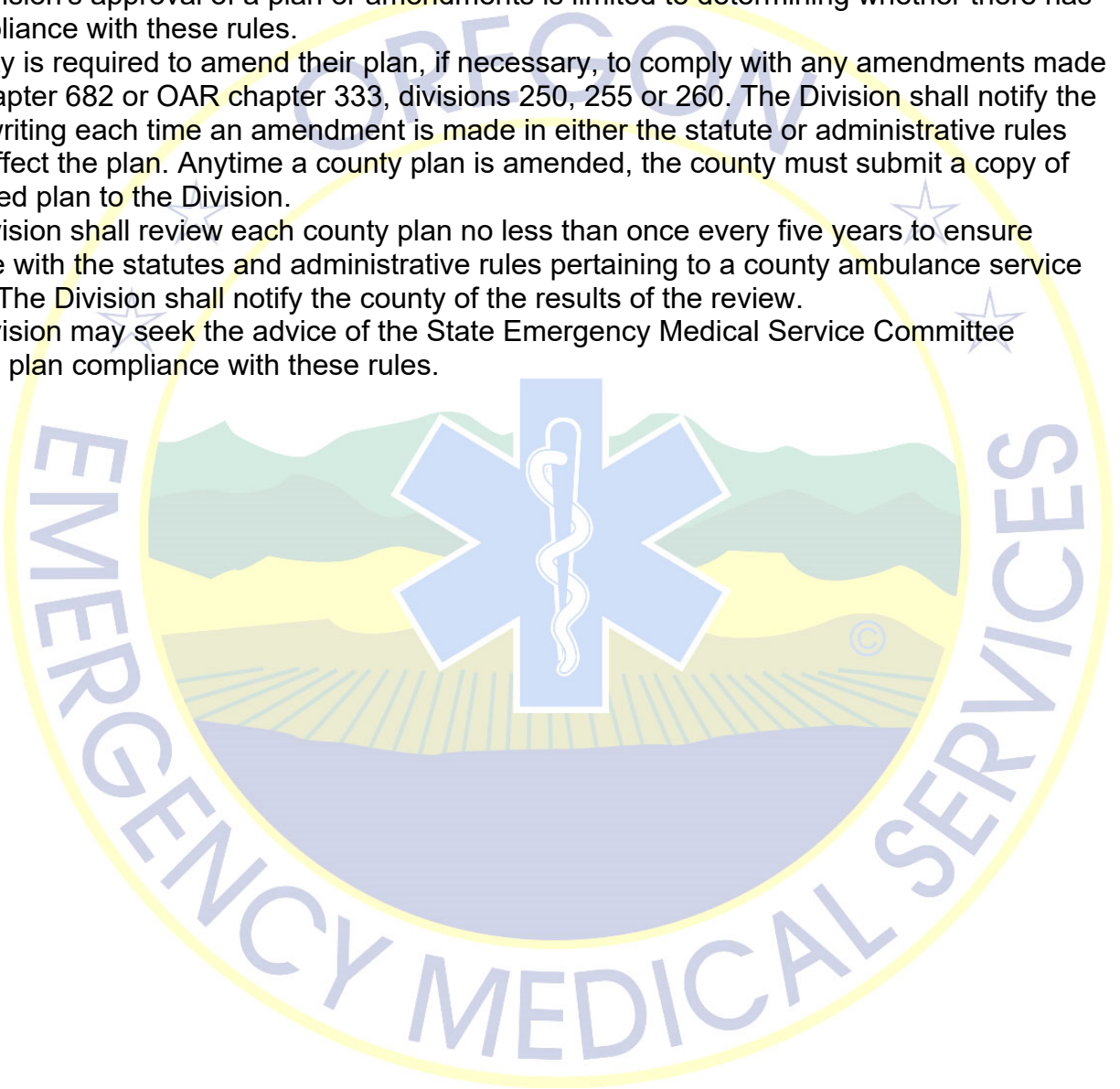
(4) Procedures for the Division's review of a plan submitted under section (3) of this rule are set forth in ORS 682.205(6). Except for the time frames, plans submitted prior to April 1, 2001, but not yet approved by the Division shall be processed in the same manner.

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

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

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

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





**MORROW COUNTY**  
**AMBULANCE SERVICE AREA PLAN**

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

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

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

Dated at Heppner, Oregon, this 24<sup>th</sup> day of February 2021.

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

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Melissa Lindsay, Commissioner

Certification  
of  
Morrow County

Ambulance Service Plan

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

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

Dated at 6<sup>TH</sup> Morrow Co. Oregon, this 6<sup>TH</sup> day of JULY, 2016

Terry K. Tallman  
Terry K. Tallman, Judge

Don Russell  
Don Russell, Commissioner

Leann Rea  
Leann Rea, Commissioner

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



Morrow County Ambulance Service Area Plan

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## DEFINITIONS

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

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

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



## **OVERVIEW OF MORROW COUNTY**

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

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

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

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

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

## **BOUNDARIES**

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

#### **ASA NARRATIVE DESCRIPTION**

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

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

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

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

#### **9-1-1 NARRATIVE DESCRIPTION**

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

### **INCORPORATED CITIES (See Appendix #3)**

### **FIRE DISTRICT BOUNDARIES (See Appendix #4)**

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

## **ASA ALTERNATIVES CONSIDERED TO REDUCE RESPONSE TIMES**

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

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

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

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

## **SYSTEM ELEMENTS - TIMES**

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

## **SYSTEM ELEMENTS - LEVEL OF CARE**

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

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

## **SYSTEM ELEMENTS - PERSONNEL**

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

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

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

#### **SYSTEM ELEMENTS - MEDICAL SUPERVISION**

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

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

#### **SYSTEM ELEMENTS - PATIENT CARE EQUIPMENT**

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

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

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

#### **SYSTEM ELEMENTS - VEHICLES**

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

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

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

#### **SYSTEM ELEMENTS - TRAINING**

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

#### **SYSTEM ELEMENTS - QUALITY ASSURANCE**

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

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



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

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

c. QA Problem Resolution

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

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

## **COORDINATION - ADMINISTRATION OF THE PLAN**

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

## **COORDINATION - COMPLAINT REVIEW PROCESS**

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

## **COORDINATION - MUTUAL AID AGREEMENT**

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

## **COORDINATION - DISASTER RESPONSE**

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

c. Additional Ambulances

(1) Rotary-wing ambulances

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

(2) Fixed-wing ambulances

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

(3) Ground ambulances

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

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



## EMERGENCY COMMUNICATIONS AND SYSTEMS ACCESS TELEPHONE

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

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

### 3. Radio System:

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

4. Emergency Medical Services Dispatcher Training:

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

## PROVIDER SELECTION

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

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

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

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

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

## THE MASS CASUALTY INCIDENT PLAN

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



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

#### **COORDINATION - PERSONNEL AND EQUIPMENT RESOURCES**

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

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

c. Specialized Rescue

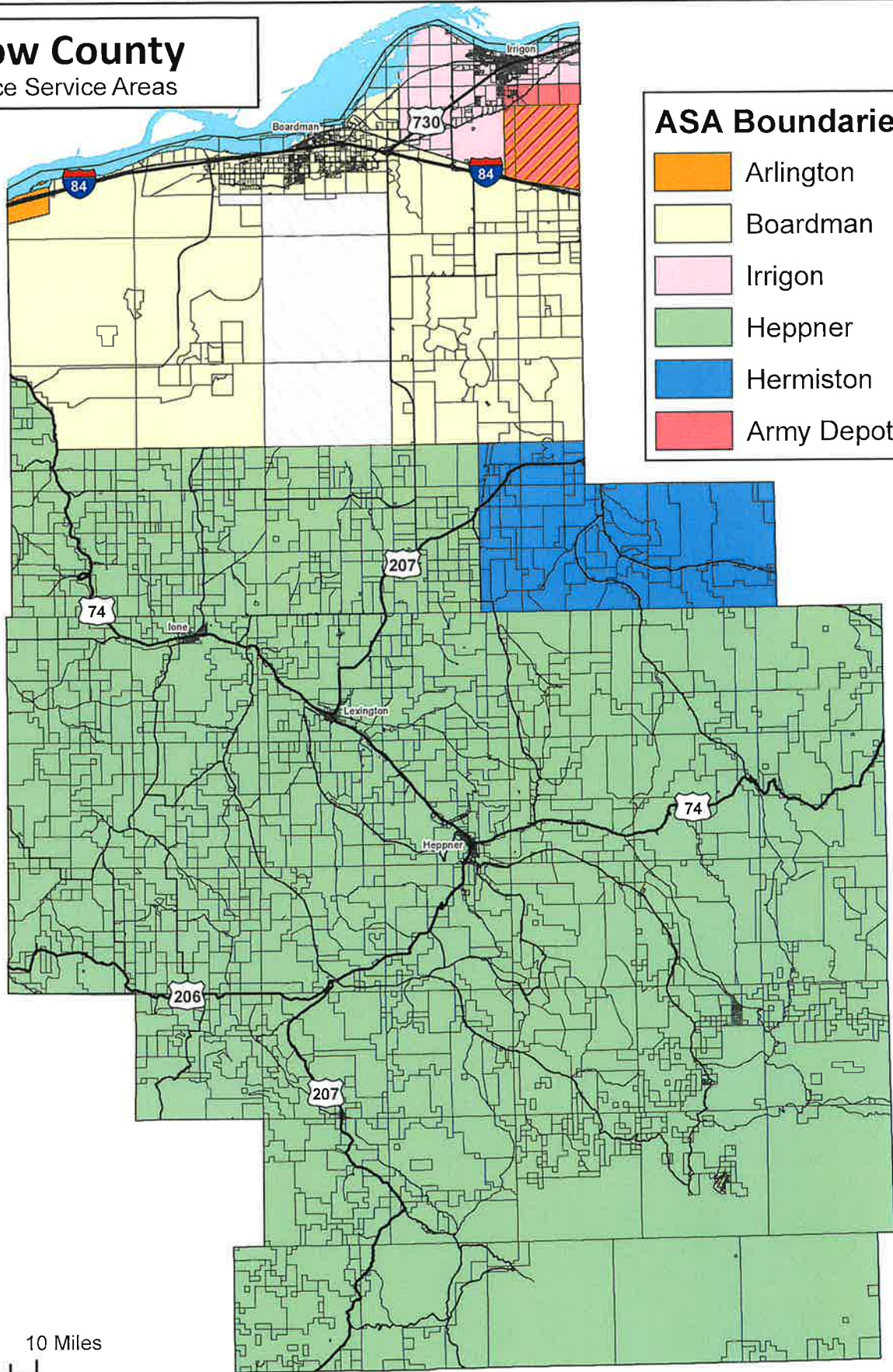
- (1) Morrow County Sheriffs Office -- 9-1-1 or 676-5317
- (2) Umatilla Army Depot -- 541-564-8632
- (3) U.S. Navy Bombing Range --541-481-2565

d. Extrication

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

# Morrow County

## Ambulance Service Areas



### ASA Boundaries

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

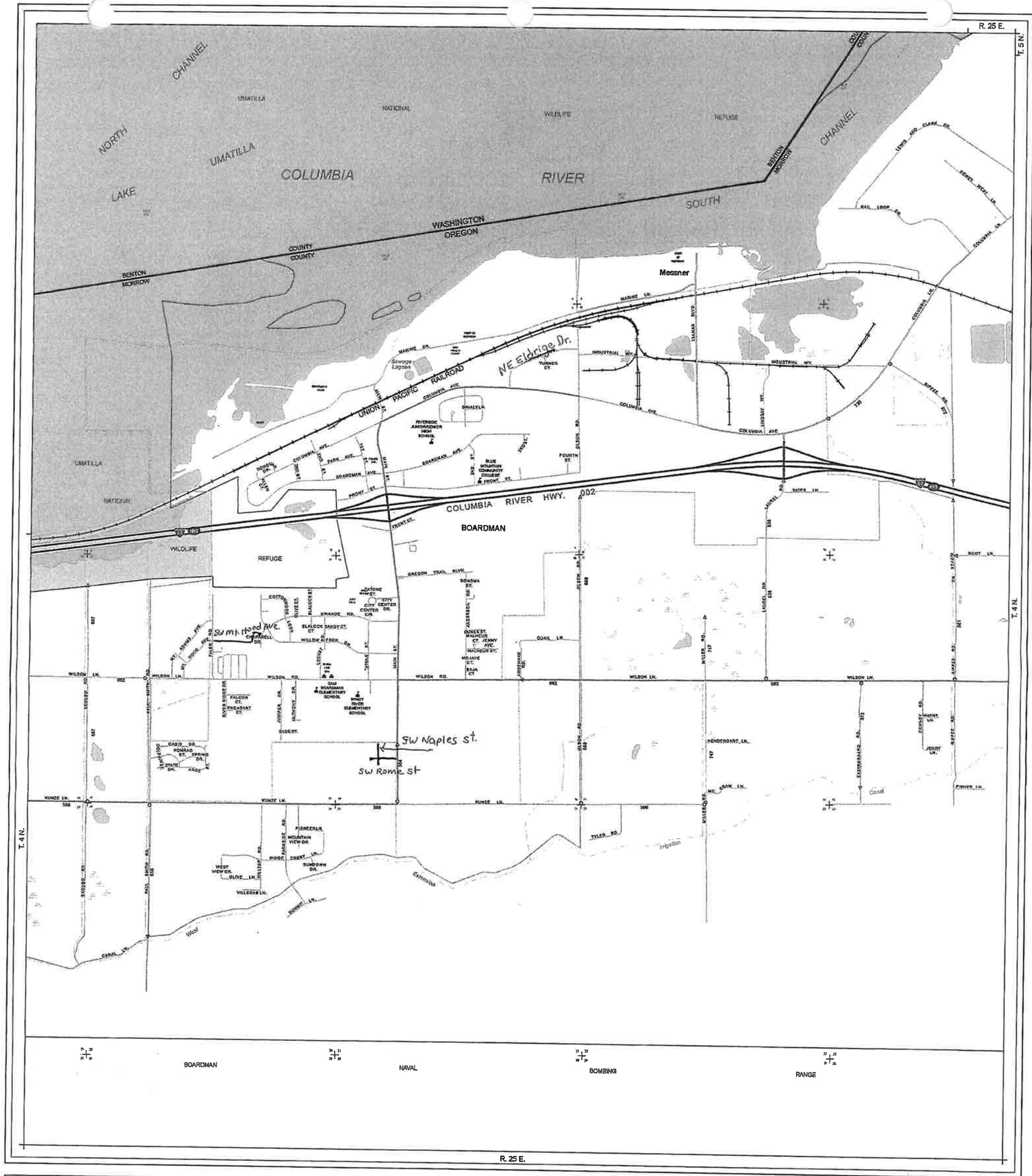


-  Streets
-  Highway
-  Army Depot
-  Bombing Range

Morrow County Planning Department  
July 2016

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

Document Path: S:\Planning\app\flow\District Maps and Layers\ASA Boundary Map.mxd



**FUNCTIONAL CLASSIFICATION**

ROUTE	OTHER
INTERSTATE	FOR FURTHER FUNCTIONAL CLASSIFICATION INFORMATION, CONTACT ODOT REGION OFFICE.
PRINCIPAL ARTERIAL	
MAJOR ARTERIAL	
MAJOR COLLECTOR	
MINOR COLLECTOR	
LOCAL ROAD	

INTERSTATE - I.S. ROUTE - ORG. ROUTE  
 NATIONAL HIGHWAY SYSTEM ROUTE  
 CITY LIMIT  
 URBAN GROWTH BOUNDARY  
 RAILROAD - AMTRAK PASSENGER STATION  
 GRAVEL PIT - CLARKY - ODOT STOCKPILE  
 ODOT MAINTENANCE STATION

Published by

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

**LEGEND**

	PUBLIC BUILDING
	COURTHOUSE
	HOSPITAL
	CITY HALL
	ARMORY
	POST OFFICE
	SCHOOL
	LIBRARY
	SAFETY REST AREA
	MILEAGE STATION
	PARK & RIDE LOCATION
	INTERCITY - CITY TRANSIT
	COMMERCIAL - GENERAL AVIATION
	PORT FACILITY

**SCALE**

0 800 1,600 3,200 Feet

0 237.5 475 950 Meters

**BOARDMAN**  
POPULATION 3,445

T. 4 N. R. 25 E.

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

**BOARDMAN**

MORROW COUNTY  
2015 Edition

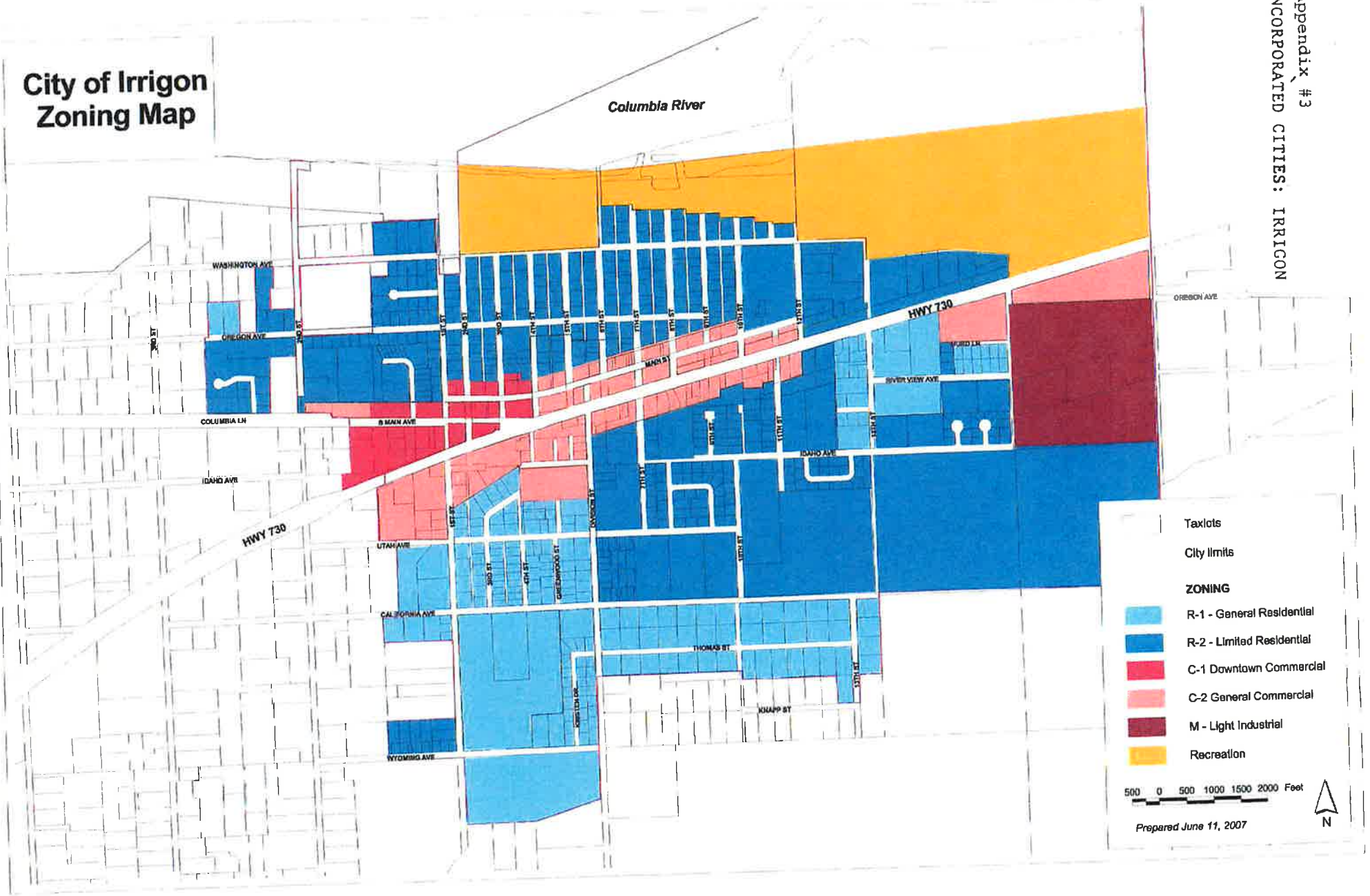

AVAILABLE TRANSPORTATION SERVICES SHOWN WITH YELLOW BACKGROUNDS

AVAILABLE TRANSPORTATION SERVICES SHOWN WITH YELLOW BACKGROUNDS

Copyright © 2015 Oregon Department of Transportation, Geographic Information Services Unit, 88 Creek Oaks Building, 555 13th St., NE, Salem, Oregon 97301, (503) 986-3154, <http://www.oregon.gov/ODOT/77070400/Pages/gis/home.aspx>  
 Population numbers are based on current Oregon Population Report, College of Urban and Public Affairs, Portland State University, 182 2nd St. SE

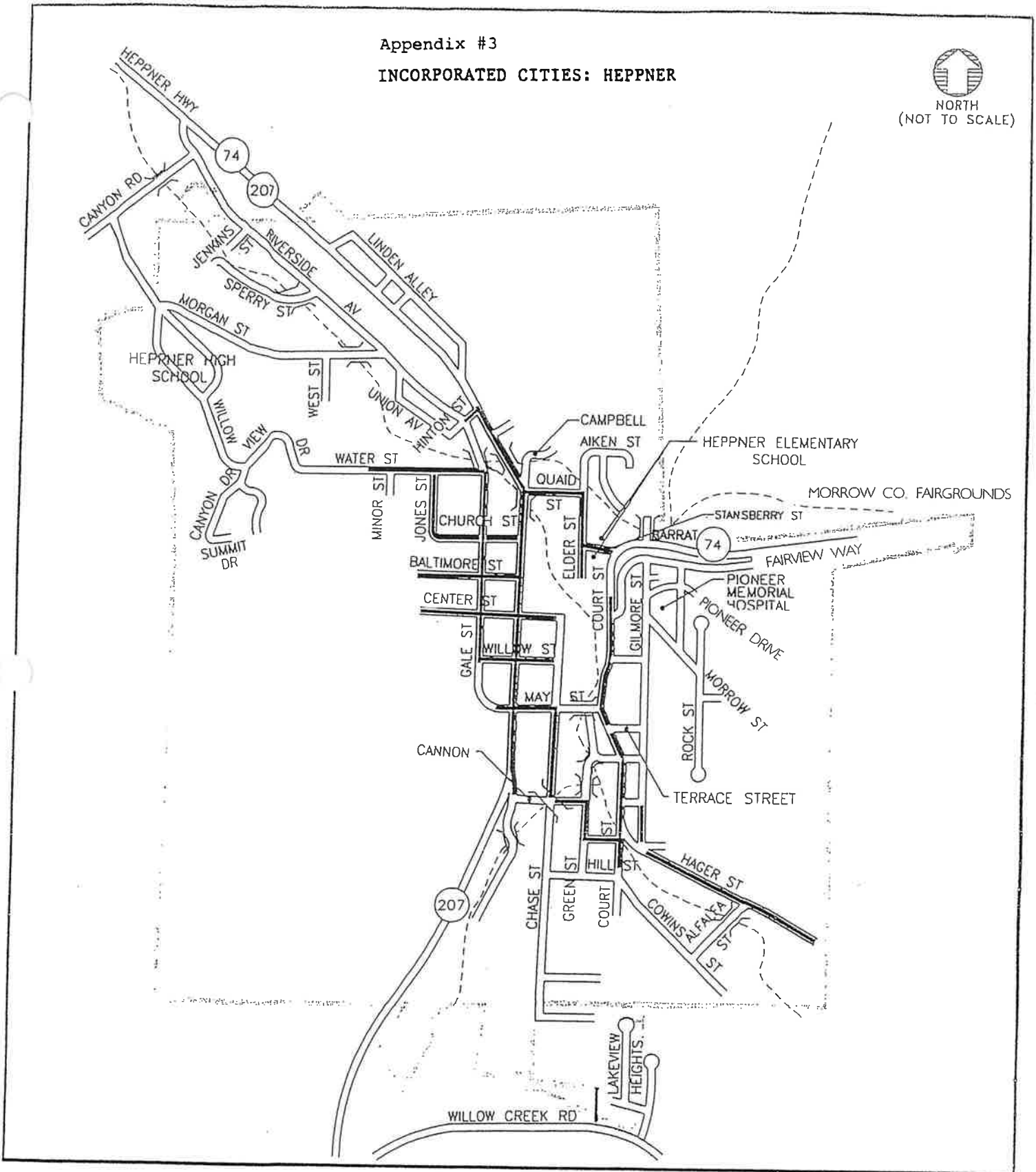
# City of Irrigon Zoning Map

Columbia River



Appendix #3

INCORPORATED CITIES: HEPPNER



**LEGEND**

- - - - - SIDEWALK
- - - - - CITY LIMITS
- - - - - CREEK

# CITY OF HEPPNER, OREGON

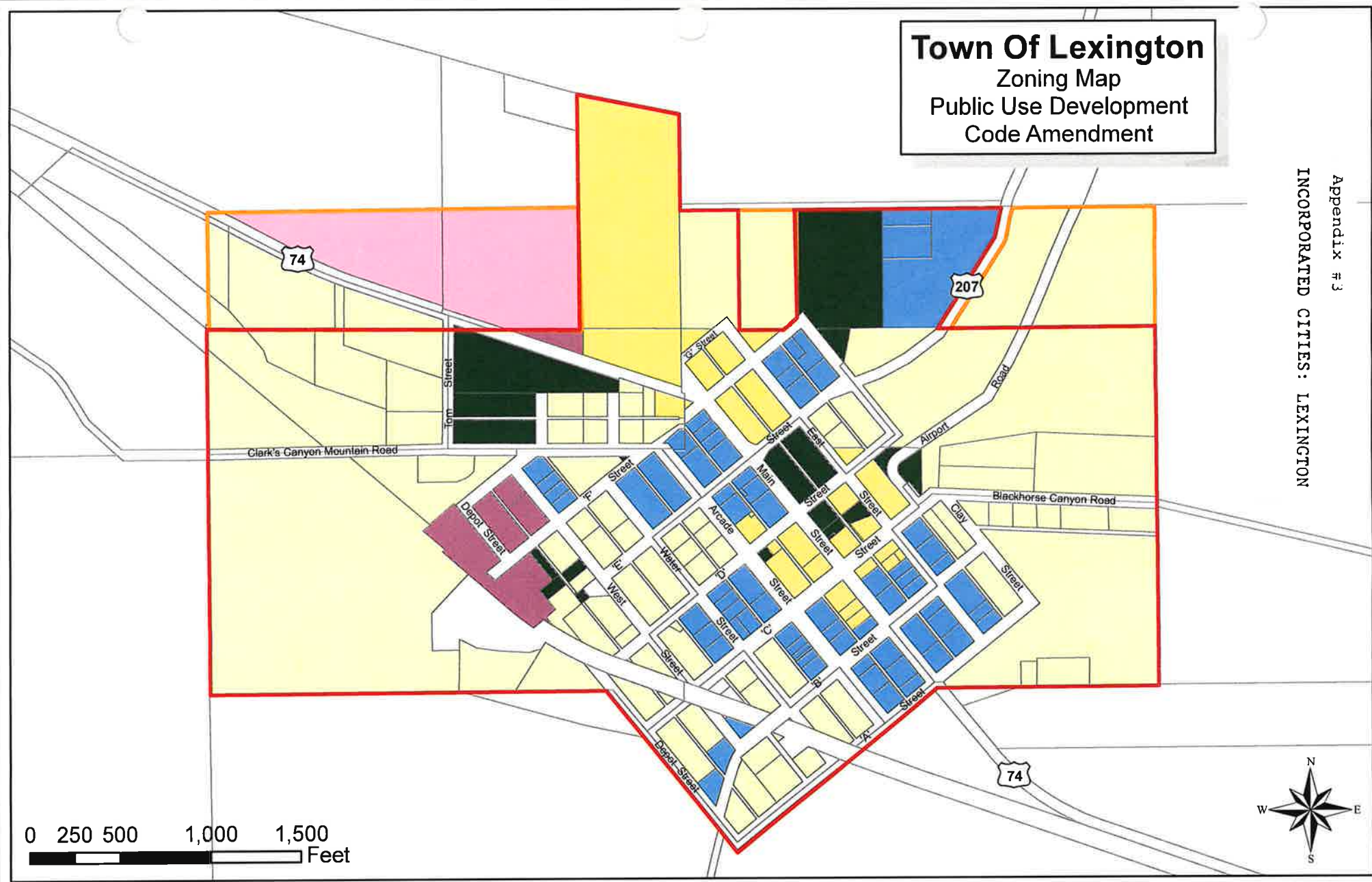
from Oregon Transportation Plan, 1999  
HEPPNER CHAMBER OF COMMERCE

# Town Of Lexington

## Zoning Map





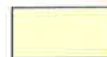



### Public Use Development Code Amendment

Appendix #3  
 INCORPORATED CITIES: LEXINGTON



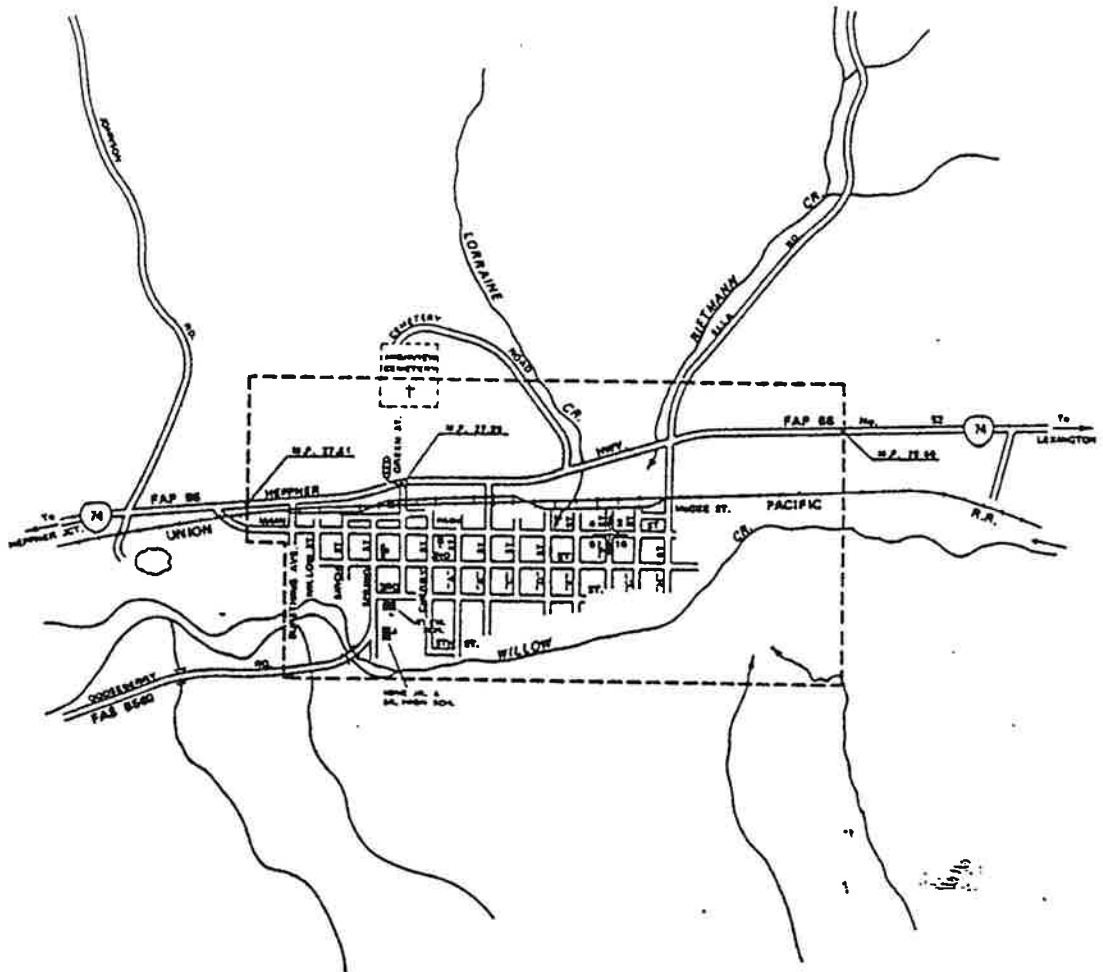
0 250 500 1,000 1,500 Feet



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

Morrow County Planning Department  
 December 2015  
 Map for Reference Use Only

INCORPORATED CITIES: IONE



T1S R 24 E W.M.

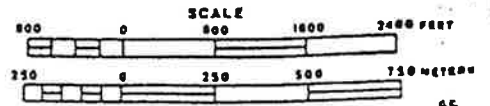
**IONE**

MORROW COUNTY, OREGON

Population 300  
 PREPARED BY THE  
 OREGON DEPARTMENT OF TRANSPORTATION  
 IN COOPERATION  
 U. S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION

Revised September 1979

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



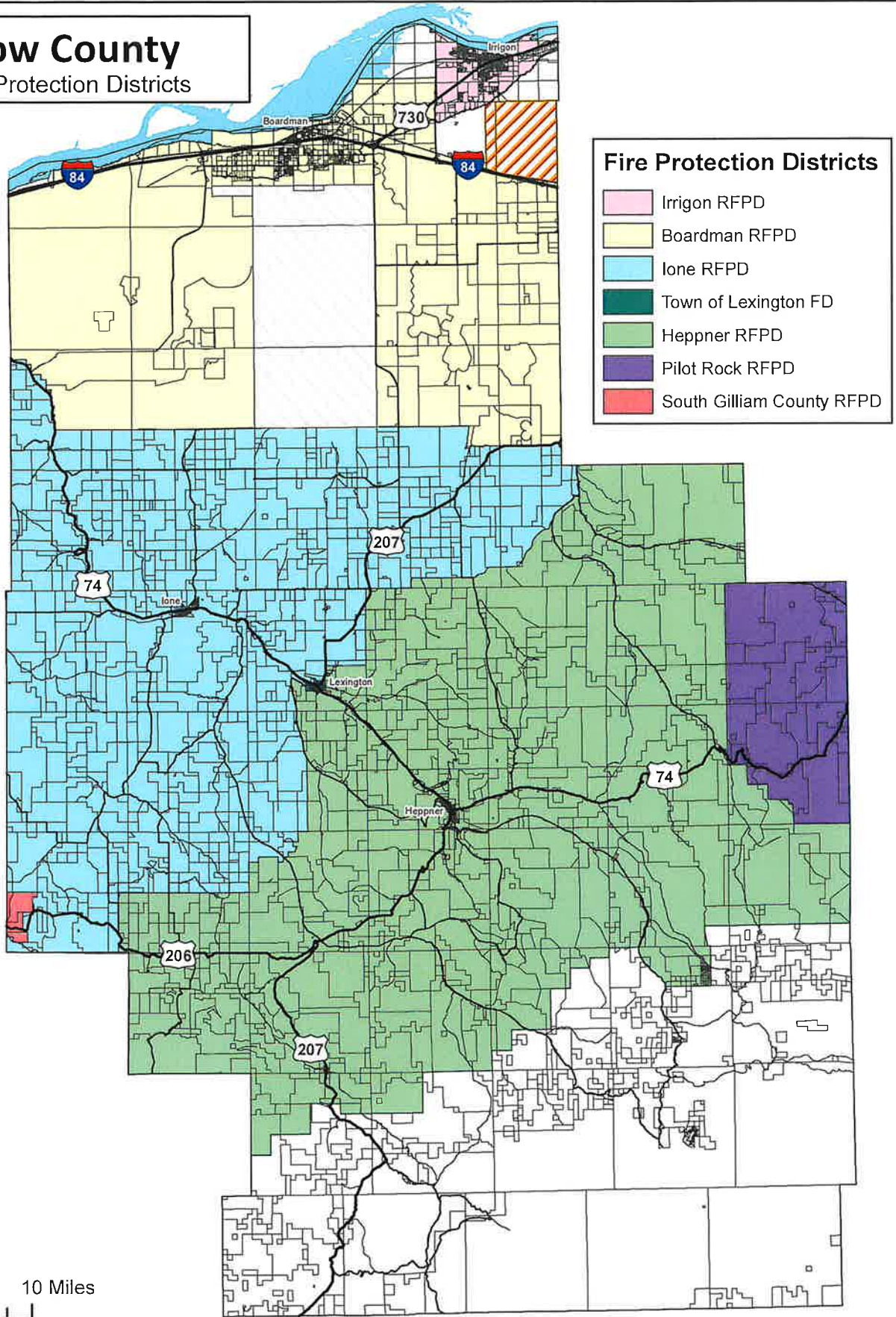
Copies of this map are available at nominal cost from Oregon Dept. of Transportation, Salem, Oregon 97310.

17



# Morrow County

## Rural Fire Protection Districts



0 2.5 5 10 Miles



-  Streets
-  Highway
-  Army Depot
-  Bombing Range

Morrow County Planning Department  
July 2016

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

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

APPENDIX #6

MORROW COUNTY AMBULANCE  
MUTUAL AID AGREEMENT

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

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

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

NOW THEREFORE, it is agreed as follows:

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

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

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

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



**MORROW COUNTY HEALTH DISTRICT**  
 Excellence in Healthcare

PO BOX 9  
 Heppner OR 97836  
 Tel: 541-676-9133  
 Toll Free: 1-800-737-4113

www.morrowcountyhealthdistrict.org

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

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

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

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

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

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

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

Executed this 23<sup>rd</sup> day of April, 2018 by:

David Anderson, Administrator

North Gilliam County Health District

Robert Houser, CEO, FACHE

Morrow County Health District

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



**MORROW COUNTY  
HEALTH DISTRICT**  
Excellence in Healthcare

PO BOX 9  
Heppner OR 97836  
Tel: 541-676-9133  
Toll Free: 1-800-737-4113

www.morrowcountyhealthdistrict.org

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

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

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

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

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

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

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

Executed this 2<sup>nd</sup> day of May, 2018 by:

\_\_\_\_\_  
Cynthia Hinton, EMS Director

South Gilliam County Ambulance District

*Bob Houser, CEO, FACHE*

Bob Houser, CEO, FACHE

Morrow County Health District

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

APPENDIX #6

MORROW COUNTY AMBULANCE  
MUTUAL AID AGREEMENT

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

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

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

NOW THEREFORE, it is agreed as follows:

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

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

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

\_\_\_\_\_ Signature Title Date

\_\_\_\_\_ Signature Title Date

**P**ioneer  
**M**emorial

**H**ospital and **N**ursing **H**ome

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

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

August 15, 1991

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

Dear Steve:

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

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

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

Sincerely,



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





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

## Board of Commissioners

---

Commissioner Don Russell, Chair  
Commissioner Jim Doherty  
Commissioner Melissa Lindsay

February 24, 2021

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

Dear Ms. Heckathorn,

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

Sincerely,

---

Don Russell  
Chair

---

Jim Doherty  
Commissioner

---

Melissa Lindsay  
Commissioner



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

## COUNTY COURT

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

July 6, 2016

To Whom It May Concern:

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

Dated this 6<sup>th</sup> day of July, 2016.

  
Terry K. Tallman, Judge

  
Leann Rea, Commissioner

  
Don Russell, Commissioner





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



- INITIAL INSPECTION                       RE-INSPECTION  
 ANNOUNCED INSPECTION               SELF INSPECTION

Agency Name:

Contact person:

Phone(s):

Fax:

Email:

Business address:

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

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

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

rear window ambulance license (orange and blue)

Location \_\_\_\_\_  
 License # \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

**PATIENT CARE EQUIPMENT – BLS, ILS, and ALS LEVEL OF CARE**

**Onboard-Installed Medical Oxygen System**

1	installed oxygen tank with at least 3000 liter capacity and at least 500 liters at inspection. color coded green in ventilated compartment free from non-secured items, dirt, or combustible items			
1	installed single stage regulator set to at least 50 psi			
*	pressure regulator meter and controls visible, and accessible from inside the patient compartment.			
2	oxygen flow-meters mounted and visible from the airway seat and squad-bench with minimum range of 0-15 lpm			

**Portable Medical Oxygen Equipment**

1	portable tank with at least 3000 liter capacity and contains at least 500 psi			
1	yoke regulator with pressure gauge with delivery range of at least 0-15 lpm			
1	spare portable tank with at least 3000 liter capacity that is full, tagged and sealed			

**Flow-meter test**

*	test accurate to within 1.0 lpm when tested at or below 5 lpm			Test Results @ 4 LPM _____
*	test accurate to within 1.5 lpm when tested between 6-15 lpm			Test Results @ 12 LPM _____

**MEDICAL OXYGEN ADMINISTRATION EQUIPMENT**

3	adult non rebreather masks with tubing			
3	pediatric non rebreather masks with tubing			
3	adult nasal cannulas disposable			

No. Of Items	Description	Pass	Fail	Notes
1	bag valve mask ventilation device with reservoir and universal adapter, must be manually operable with or without oxygen, and be self refilling			
*	ventilation masks transparent and semi-rigid in sizes adult, child, and infant/newborn			
*	PEAD (Combi-tube, King, etc...) if approved by supervising physician, in assorted sizes.			
	end tidal CO2 detection devices adult and pediatric sizes may be colorimetric, capnometric, or capnographic			

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



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

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

**Notes:**



PUBLIC HEALTH DIVISION  
EMS and Trauma Systems

Kate Brown, Governor

Oregon  
Health  
Authority

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

May 26, 2015

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

Dear Morrow County Ambulance,

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

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

Sincerely,

Candace Hamilton  
Program Manager  
Emergency Medical Services and Trauma Systems Program





PUBLIC HEALTH DIVISION  
EMS and Trauma Systems

Kate Brown, Governor

Oregon  
**Health**  
Authority

800 NE Oregon Street, Suite 465  
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[www.healthoregon.org/ems](http://www.healthoregon.org/ems)

May 18, 2015

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

Dear Dr. Hambleton,

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

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

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

Sincerely,

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





**Daniel Hambleton**

**attended the Continuing Medical Education activity**

**NAEMSP<sup>®</sup> National EMS  
Medical Directors Course & Practicum<sup>®</sup>**

**January 21-23, 2017**

**Hyatt Regency  
New Orleans, Louisiana**

**and has earned 21.50 *AMA PRA Category 1 Credit(s)*<sup>™</sup>  
as a learner in this activity**

**ACCME Accreditation Statement:**

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

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

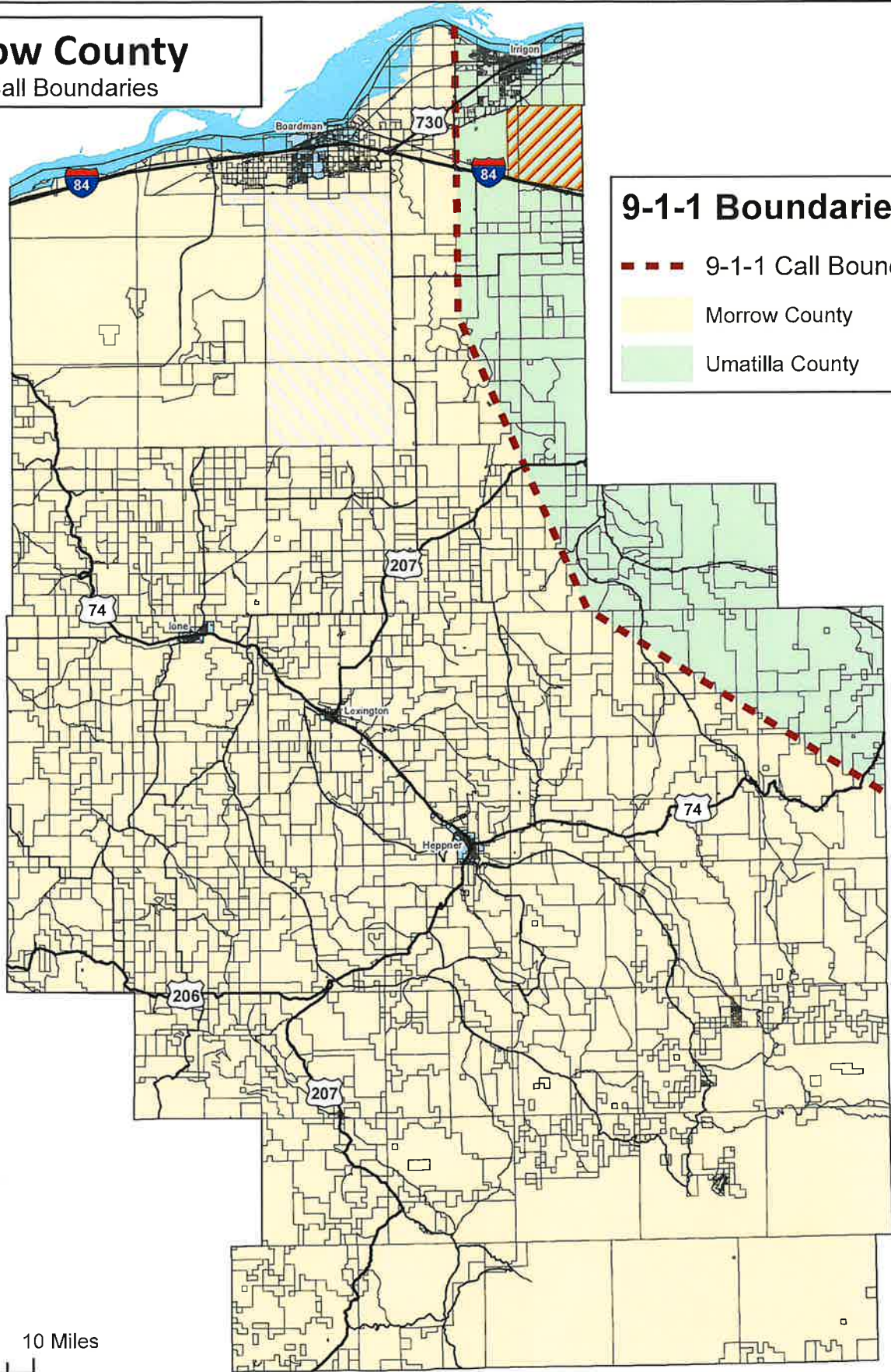
The Medical College of Wisconsin designates this activity for up to 21.5 hours of participation for continuing education for allied health professionals.

Program number 17014

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

# Morrow County

9-1-1 Call Boundaries



**9-1-1 Boundaries**

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



- Streets
- Highway
- Army Depot
- Bombing Range

Morrow County Planning Department  
July 2016

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



**Columbia Development Authority  
Agenda Item**

**Resolution with “County Protects” verbiage**

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

A Resolution in Support of Columbia Development Authority and commitment To Preserve and Maintain South Trail ) RESOLUTION NO. R-2021- 2

**WHEREAS**, The Columbia Development Authority (“CDA”), the Board of Directors of which is comprised of representatives of Morrow County, Port of Morrow, Umatilla County, Port of Umatilla, and the Confederated Tribes of Umatilla Indian Reservation, intends to acquire certain real property (the “CDA Acquisition”) commonly known as the Umatilla Chemical Depot (the “UMCD”) from the United States Department of the Army (the “Army”), a portion of which is located in Morrow County, Oregon (such portion, the “Morrow Property”); and

**WHEREAS**, the CDA is a party to that certain Programmatic Agreement (the “Programmatic Agreement”) dated December 2013, by and among the CDA, Army, the Oregon State Historic Preservation ~~Officer~~Office (SHPO), the Advisory Council on Historic Preservation (ACHP); and

**WHEREAS**, as a condition to the CDA Acquisition, the CDA, Army, SHPO and ACHP shall enter into an Amendment to the Programmatic Agreement (the “PA Amendment”) to which the CTUIR shall be a signatory to the same; and

**WHEREAS**, under Section (B)2 of the PA Amendment, a portion of the trail located within Morrow County-Property, commonly referred to in the PA Amendment as the “South Trail” shall be ~~managed~~, maintained, protected, and preserved, in perpetuity, from and after the CDA Acquisition; and

**WHEREAS**, the CDA Acquisition and the subsequent development of the property located in Morrow County-property, together with the preservation of the South Trail, will benefit Morrow County economically and culturally; and

**WHEREAS**, the parties to this Resolution desire to record a restrictive covenant, equitable servitude, or other recordable instrument (the “Covenant Instrument”), running with the portion of the Morrow Property comprising the South Trail in perpetuity, to ensure that the preservation covenants set forth in Section (B)2 of the PA Amendment with respect to the South Trail bind all future owners of such portion of the Morrow Property-South Trail property; and

**WHEREAS**, a third party is necessary to monitor and enforce the obligations of the owner of the South Trail under the Covenant Instrument; and

**WHEREAS**, in order to satisfy the conditions precedent to the CDA Acquisition and to facilitate the limited development of the Morrow County property in accordance with applicable zoning and land development regulations by the CDA and other third parties, following the CDA Acquisition, and to maintain the South Trail as a site of historical and cultural significance, Morrow County desires to be named as a third party beneficiary under the Covenant Instrument, with the authority to enforce the obligations of future owners of the Morrow Property under such Covenant Instrument.

**NOW THEREFORE BE IT RESOLVED** that, Morrow County agrees to be named as a third party beneficiary under the Covenant Instrument and, from and after the CDA Acquisition, shall provide perpetual oversight and monitoring of the South Trail as stipulated in the PA amendment and enforce the terms of the Covenant Instrument in the event of any breach by ~~Morrow Property~~South Trail property owner thereunder.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

Dated this 24th day of February 2021

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

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Melissa Lindsay, Commissioner



Morrow County desires to be named as a third party beneficiary under the Covenant Instrument, with the authority to enforce the obligations of future owners of the Morrow Property under such Covenant Instrument.

**NOW THEREFORE BE IT RESOLVED** that, Morrow County agrees to be named as a third-party beneficiary under the Covenant Instrument and, from and after the CDA Acquisition, shall provide perpetual oversight and monitoring of the South Trail as stipulated in the PA Amendment and enforce the terms of the Covenant Instrument in the event of any breach by South Trail property owner thereunder.

Dated this 24th day of February 2021

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

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Don Russell, Chair

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Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner

**Columbia Development Authority  
Agenda Item**

**Resolution with “County Owns” verbiage**

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

A Resolution in Support of Columbia Development Authority and commitment To Preserve and Maintain South Trail ) ) RESOLUTION NO. R-2021- 22

**WHEREAS**, The Columbia Development Authority (“CDA”), the Board of Directors of which is comprised of representatives of Morrow County, Port of Morrow, Umatilla County, Port of Umatilla, and the Confederated Tribes of Umatilla Indian Reservation, intends to acquire certain real property (the “CDA Acquisition”) commonly known as the Umatilla Chemical Depot (the “UMCD”) from the United States Department of the Army (the “Army”), a portion of which is located in Morrow County, Oregon (such portion, the “Morrow Property”); and

**WHEREAS**, the CDA is a party to that certain Programmatic Agreement (the “Programmatic Agreement”) dated December 2013, by and among the CDA, Army, the Oregon State Historic Preservation Office (SHPO), the Advisory Council on Historic Preservation (ACHP); and

~~**WHEREAS**, CDA is a party to that certain Programmatic Agreement (the “Programmatic Agreement”) dated December (insert date) 2013, by and among CDA, the Army, the Oregon State Historic Preservation Officer, the Advisory Council on Historic Preservation and the Confederated Tribes of Umatilla Indian Reservation; and~~

**WHEREAS**, as a condition to the CDA Acquisition, the CDA, Army, SHPO and ACHP shall enter into an Amendment to the Programmatic Agreement (the “PA Amendment”) to which the CTUIR shall be a signatory to the same; and

~~**WHEREAS**, as a condition to the CDA Acquisition, CDA will enter into an Amendment to the Programmatic Agreement, substantially in the form attached hereto as Exhibit A (the “PA Amendment”); and~~

**WHEREAS**, under Section (B)2 of the PA Amendment, a portion of the trail located within Morrow County, ~~Property~~ commonly referred to in the PA Amendment as the “South Trail” is required to be maintained, protected and preserved, in perpetuity, from and after the CDA Acquisition; and

**WHEREAS**, the CDA Acquisition and the subsequent development of the Morrow property located in Morrow County, together with the preservation of the South ~~Trail in perpetuity~~, will benefit Morrow County economically and culturally; and

**WHEREAS**, in order to satisfy the conditions precedent to the CDA Acquisition, **and to** facilitate the development of the ~~Morrow~~ Property located in Morrow County by CDA and other third parties following the CDA Acquisition, and to maintain the South Trail as a site of historical and cultural significance, Morrow County ~~desires to~~agrees to assume responsibility for the perpetual maintenance, protection and preservation of the South Trail, in accordance with Section (B)2 of the PA Amendment once the CDA complies with the affirmative obligations of Section (B)(2) and once the property has been transferred to Morrow County as owner of the South Trail property. These affirmative obligations under Section (B)(2) include the required survey, coordination with SHPO for enclosure of interpretive segment, aerial photographs and video of South Trail, building of ADA compliance parking and public amenities and providing the Next Exit History app for the South Trail; and

**WHEREAS**, Morrow County's obligations for the perpetual maintenance, protection and preservation of the South Trail only occurs once the property transfer to Morrow County occurs.

~~WHEREAS, Morrow County desires to provide protection of the South Trail and understands~~<sup>[JN1]</sup> ~~there will be no remuneration from the CDA but agrees to coordinate with organizations and persons with expertise in protection of Oregon Trail.~~

**NOW THEREFORE BE IT RESOLVED** that, ~~from and after the CDA Acquisition,~~ Morrow County ~~shall~~will maintain, protect and preserve the South Trail, in accordance with the terms and provisions of Section (B)2 of the PA Amendment after the conditions listed above have occurred. -

Dated this        24th day of February 2021

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

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Melissa Lindsay, Commissioner





**WHEREAS**, Morrow County's obligations for the perpetual maintenance, protection and preservation of the South Trail only occur once the property transfer to Morrow County occurs.

**NOW THEREFORE BE IT RESOLVED** that Morrow County will maintain, protect and preserve the South Trail, in accordance with the terms and provisions of Section (B)2 of the PA Amendment after the conditions listed above have occurred.

Dated this 24<sup>th</sup> day of February 2021

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

---

Don Russell, Chair

---

Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner



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

(For BOC Use)
Item #
6C

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: The Loop
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: February 24, 2021

New Federal Funding for Public Transportation

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:
[Signatures and dates]
Department Director
Administrator
County Counsel
Finance Office
Human Resources

Required for all BOC meetings
Required for all BOC meetings
\*Required for all legal documents
\*Required for all contracts; other items as appropriate.
\*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):**

See Attachment

**2. FISCAL IMPACT:**

Not applicable at this time

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

Motion to proceed with the Morrow County 5311 Start Up Proposal.

Attach additional background documentation as needed.

Introduction to Section 5311:

Section 5311 (Formula Grants for Rural Areas) is a federal program that provides funding for general public transit in rural areas with a population of 50,000 or less. As a direct recipient from Federal Transit Administration (FTA), ODOT Public Transportation Division (PTD) makes biennial awards from Section 5311 to Oregon subrecipients including counties, cities, tribes, nonprofit organizations. Eligible expenses under Section 5311 include: planning, capital, operations, and the contract purchase of public transit services.

PTD offers three basic programs under Section 5311: Intercity, Formula, and Start Up.

Intercity – Section 5311(f):

In compliance with FTA regulations, at least 15% of Oregon’s apportionment is dedicated to the development and support of intercity bus transportation. These are transit lines between communities of at least 2,500 people, at least 20 miles apart, featuring express style services with minimal stops in any given community. Section 5311(f) is awarded biennially through a competitive discretionary process and requires 50% local match.

Formula:

PTD distributes the majority of its Section 5311 apportionment through a biennial formula that was developed with input from the Public Transportation Advisory Committee (PTAC) and approved by the Oregon Transportation Commission (OTC). It provides a \$100,000 biennial base for each subrecipient and proportional consideration for rural service miles and rides (service miles at 60

Since the performance outcomes (miles and rides) are subject to variability between biennia, Oregon’s formula features safeguards against outlier fluctuations. Even if an agency encounters a particularly challenging biennium, it is guaranteed to receive 95% of its allocation from the previous biennium. The tradeoff is, irrespective of how successful an agency may be its formula allocation growth is limited to 10% above its award from the previous biennium.

Start Up:

A tacit fourth variable in the Formula allocation described above (beyond base, miles, and rides) is how many recipients are in the mix. Every slice of the pie offered to a new recipient results in a slightly smaller piece for the traditional participants. For this reason, some states offer 5311 as a *closed* system – meaning a new participant can’t come in unless a traditional player resigns and frees up funding. In Oregon, we enjoy an *open* Section 5311 program – by design and with the full consent of the members of PTAC, most of which are long term Section 5311 recipients.

Contemporary Section 5311 Start Ups are rare in Oregon. Most eligible operations that can meet the requirements of the funding and local match are already in the mix. Every couple of biennia however, PTAC has anticipated that an agency (such as Morrow County) will mature into a contender and has created a resource to help them get started. The 5311 New Start account is the recipient of resources that are deobligated within the larger formula program. At the close of a biennium, an agency that fails to spend its full formula allocation forfeits the resource to the Start Up program. This strategy has proven reliable over time as the low frequency of deobligation has roughly matched up with the irregularity of Start Up requests.

### Section 5311 Requirements and Match

Like most federal funding programs, Section 5311 introduces some requirements. Among these are: service to the general public, drug and alcohol testing, reporting, and local match.

#### General Public Service:

**To be clear**, no one loses citizenship in the *general public* the day s/he attains age 65 or is prescribed a personal mobility device. In fact, it is perfectly acceptable for a Section 5311 funded service to offer frequencies, scheduling, equipment, and amenities that are appealing to seniors and people living with disabilities. Such a service could even offer priority seating (for example) for these vulnerable populations.

Where 5311 parts company with its companion program Section 5310 (Enhanced Mobility for Seniors and People with Disabilities) is that general public riders are no longer limited to accommodation on a *space-available-basis*. What the 5311 funded system **may not** do is prioritize service to the elderly or people with disabilities over anyone else. Everyone enjoys equal access. Upon joining the Section 5311 program, Morrow County will bring the Region 5 participation count up to 9 out of 10 rural transit providers. The general public service provision has not been an impediment to the delivery of traditional services in any of the funded neighboring jurisdictions

#### Drug and Alcohol Program

The requirement that keeps most small providers from taking the step up to Section 5311 is drug and alcohol compliance. Recipients are required to have a testing program for Safety Sensitive employees which include staff members who: operate revenue service vehicles (whether or not they are in revenue service); maintain revenue service vehicles or equipment used in revenue service; dispatch or control revenue service vehicles; operate non-revenue service vehicles that require a commercial drivers license; and provide security and carry a firearm.

Required testing types include: pre-employment, random, post-accident, reasonable suspicion, and (if agency is not a zero tolerance employer) return to duty and follow up testing.

These policies and protocols must be in place on the first day of Section 5311 service. Morrow County's program will go into effect on January 4, 2021.

Reporting:

Section 5311 introduces one new reporting requirement and adds content to another. Pursuant to the Drug and Alcohol program, 5311 recipients make an annual report to the Drug and Alcohol Information Management System. As a 5310 recipient, Morrow County has been a *Capital Only* reporter to the National Transit Database – which was largely handled by PTD staff in Salem. Under 5311, there will also be financial and outcome data to report. It is part of PTD's Regional Transit Coordinator's responsibility to assist with this report.

The Agency Periodic Reports presently delivered to PTD will continue but will not materially change.

Local Match:

Local match requirements for Section 5311 vary by project type. Generally, they are:

- Administration 10.27%
- Capital 10.27%
- Mobility Management 10.27%
- Operations 43.92%
- Planning 10.27%
- Preventive Maintenance 10.27%

For more on this topic, please see *Start Up Proposal in Dollars and Sense*.

Morrow County 5311 Start Up Proposal:

The development of a Section 5311 Start Up is about as much art as it is science. There isn't the same straight forward application process that frame other PTD programs. Underlying resources are variable based on the recent performance of the existing recipients and agencies making Start Up proposal are unpredictable in any given cycle. Recent successful applications can be informative insofar as they go but they're also sufficiently rare as to miss fundamental shifts in the industry (such as the roll out of the Statewide Transportation Improvement Program).

Further complicating the process, Start Ups are comprised of factors that are at once complementary and competing. The proposals that are likely to be well received by PTAC will be balanced, have a defensible fiscal basis, and will credibly cover the demonstrated reasonable needs of the applicant. To that end, Katie Imes, Transit Manager for the Morrow County Loop program has spent several weeks working with PTD's Region 5 Transit Coordinator to develop the components of a budget forecast that will form the basis of Morrow County's Start Up proposal. Here's where we landed:

The Loop Forecast Budget

FY 2021-2022

Revenue Sources	Revenue	Expenses	Under/(Over) Spent
STF Morrow County - Formula	\$ 67,700		
STIF Morrow County - Formula	\$ 269,786		
HRTG - Veterans	\$ 40,500		
Section 5310	\$ 68,173		
Section 5311 - CARES Act	\$ 142,956		
Section 5304	\$ 25,000		
STIF Discretionary Bus Barn Planning	\$ 78,832		
STIF Discretionary Vehicles	\$ 371,900		
STIF Discretionary Circulator	\$ 34,600		
<b>Section 5311 New Start</b>	<b>\$ 137,103</b>		

Expenses					
Human Resources	FTE	% of Year			
Transportation Manager	1.00	100%	\$	83,200	
Assistant Manager	0.00	0%	\$	-	
Transit Operations Assistant	0.00	0%	\$	-	
Transportation Dispatcher	1.00	100%	\$	57,200	
Transportation Dispatcher	0.00	50%	\$	-	
Baseline DR Drivers	3.20	100%	\$	149,760	
Part Circular RD	2.80	25%	\$	32,760	
Heppner to Boardman RD	0.00	0%	\$	-	
Arlington to Boardman RD	0.00	0%	\$	-	
Transportation Mechanic	0.00	0%	\$	-	
Lead Driver 1.0	0.00	0%	\$	-	
Hazard Pay Per Hour	\$ 2.00	100%	\$	24,960	
<b>Non Human Resources</b>					
Advertising/Marketing			\$	7,500	
Capital Outlay- Buses			\$	464,874	
Capital Outlay - Bus Equipment			\$	12,000	
Capital Outlay - COVID Mitigation Equipment			\$	76,956	
Contract Purchased Service (Kayak & CareVan)			\$	18,500	
Contract Purchased Service (HB Connector)			\$	22,500	
Drug and Alcohol Testing			\$	3,500	
Driver Uniforms			\$	4,000	
Equipment Maintenance			\$	1,000	
Fuel - Demand Response			\$	27,500	
Insurance (Auto) - Demand Response			\$	16,000	
Lease Agreements			\$	2,000	
Lodging, Meals, & Training Fees			\$	2,000	
Maintenance - Operating			\$	3,000	
Mileage Reimbursements			\$	1,500	
Miscellaneous			\$	800	
Office Equipment			\$	500	
Office Expenses			\$	1,500	
Planning Services - Update MC Human Plan			\$	25,000	
Planning Services -Bus Barn Construction			\$	98,540	
PPE			\$	3,500	
Publishing			\$	500	
Registration and Dues			\$	2,000	
Software Capital Outlay			\$	53,500	
Software (Subscriptions and Fees)			\$	1,500	
Telephone - Cell Phones/iPads Data			\$	6,000	
Tires - Demand Response			\$	8,500	
Titles and Licensing			\$	1,000	
Utilities			\$	500	
Vehicle Maintenance- Demand Response			\$	17,500	
Video Surveillance - Annual Fee			\$	1,000	
Volunteer Driver			\$	4,000	
<b>Total</b>			\$	<b>1,236,550</b>	\$
					\$
					-



The Loop Forecast Budget

FY 2022-2023

Revenue Sources	Revenue	Expenses	Under/(Over) Spent
STIF Morrow County - Formula	\$ 67,700		
STIF Morrow County - Formula	\$ 284,300		
HRTG - Veterans	\$ 40,500		
Section 5310	\$ 68,173		
STIF Discretionary Circulator	\$ 113,400		
STIF Discretionary Heppner to Boardman	\$ 138,400		
Section 5311 New Start	\$ 351,580		

Expenses

Human Resources	FTE	% of Year		
Transportation Manager	1.00	100%	\$	83,200
Assistant Manager	0.00	100%	\$	-
Transit Operations Assistant	1.00	100%	\$	64,133
Transportation Dispatcher	1.00	100%	\$	57,200
Baseline DR Drivers	3.20	100%	\$	183,040
Port Circular RD	2.80	100%	\$	131,040
Heppner to Boardman RD	2.80	100%	\$	131,040
Arlington to Boardman RD	0.00	0%	\$	-
Transportation Mechanic	0.00	0%	\$	-
Lead Driver 1.0	1.00	100%	\$	78,000
Hazard Pay Per Hour	\$ 2.00	0%	\$	-
			\$	-
<b>Non Human Resources</b>				
Advertising/Marketing			\$	7,500
Capital Outlay			\$	-
Contract Purchased Service (Kayak & CareVan)			\$	6,500
Contract Purchased Service (HB Connector)			\$	95,400
Drug and Alcohol Testing			\$	3,500
Driver Uniforms			\$	8,000
Equipment Maintenance			\$	1,000
Fuel - All Modes			\$	115,000
Insurance (Auto) -All Modes			\$	20,000
Lease Agreements			\$	6,000
Lodging, Meals, & Training Fees			\$	5,000
Maintenance - Operating			\$	4,500
Mileage Reimbursements			\$	2,000
Miscellaneous			\$	1,000
Office Equipment			\$	1,000
Office Expenses			\$	1,500
PPE			\$	7,000
Publishing			\$	500
Registration and Dues			\$	2,000
Software (Subscriptions and Fees)			\$	3,500
Telephone - Cell Phones/iPads Data			\$	7,500
Tires - All Modes			\$	14,000
Titles and Licensing			\$	1,000
Utilities			\$	500
Vehicle Maintenance - All Modes			\$	17,500
Video Surveillance - Annual Fee			\$	1,000
Volunteer Driver			\$	4,000
<b>Total</b>			\$ 1,064,053	\$ 1,064,053
				\$ (0)

By way of explanation and caveats, **nothing** is final on the recent round of STIF Discretionary and Intercommunity solicitation funding round until the OTC gavels down in April. With this in mind, a fiscally conservative approach dictated that this forecast be compiled using a measure of (perhaps justifiable) confidence in the competitiveness of the Morrow County applications. In the event that any revenue source is removed from this project, the corresponding expenses will likewise evaporate. In fact, given the 20% local match requirement we're told is likely to characterize these funding sources in the upcoming biennium, the expenses will shrink considerably faster than the anticipated revenue.

While not receiving the awards we've included from the STIF competitive round would set us back a couple of biennia in realizing our full ambitions, they're not without opportunity costs. If that's where we ultimately land, the Section 5311 resources we receive will be used to build toward the components of the Morrow County network we'll be able to sustainably afford.

You may have noticed that this forecast includes estimates for staff members that do not presently exist. While they're future-centric, they're not entirely aspirational. The positions, FTEs, functional, and cost assumptions were based on inquiries with similar agencies. The outcomes in this projection are heavily anchored in 5311 recipients that are close to the size of Morrow County Loop's existing program but feature a transitional weighting beginning in Fiscal Year 2023 – 2024 toward agencies of the size we'd like to grow into. Katie Imes is working with PTD's Region 5 Transit Coordinator to gather salary package data from a more representative sample of providers throughout Oregon to inform future staffing and competitive compensation conversations.

Finally, you may have noticed that Fiscal Year 2022-2023 is capital intensive. The vast majority of these expenses are anticipated to be funded through the STIF Discretionary Vehicles grant. As a state funded resource requiring 20% local match, Section 5311 will make an excellent source of matching funds. Moreover, we used the most recent 5311 Start Up in Region 5 (the City of Hermiston's [Hermiston HART](#) partnership with Kayak in 2017) as a point of guidance. Their proposal had key differences insofar as Hermiston essentially purchased transit service from an existing 5311 recipient but nonetheless, it featured a capital component. In this forecast, the capital expenses that are not covered by an award that is anticipated to exist in the next biennium have been called out in purple bold text. Our final proposal will respect PTAC's time and predilections by breaking our request down between operations and capital start up needs.

This discussion about the forecast assumptions (and flexibilities) goes a long way toward establishing the needs of Morrow County Loop and establishing the fiscal credibility of the 5311 Start Up ask, but how reasonable might that be in the context of the existing formula model? To answer that question we considered a similarly sized county in eastern Oregon, with large distances between population centers, and with economic opportunity centers near the border of a neighboring state – Malheur County. The [recent Section 5311 formula solicitation guide](#) published by ODOT contains the following table to guide the applications of its recipients (page 8):

## 2021-2023 Section 5311 Allocations

Agency Name	Allocation Estimate
Basin Transit Service Transportation District	\$ 1,215,131
Benton County	\$ 277,543
Central Oregon Intergovernmental Council	\$ 1,286,968
City of Canby	\$ 587,165
City of Cottage Grove	\$ 247,485
City of Lebanon	\$ 209,458
City of Pendleton	\$ 302,376
City of Sandy	\$ 869,309
City of Silverton	\$ 142,416
City of Sweet Home	\$ 198,579
City of Woodburn	\$ 307,991
Clackamas County	\$ 258,920
Columbia County	\$ 960,852
Community Connection of Northeast Oregon, Inc.	\$ 948,524
Confederated Tribes of Grand Ronde Community of Oregon	\$ 100,000
Confederated Tribes of the Umatilla Indian Reservation	\$ 674,369
Coos County Area Transportation District	\$ 472,486
Curry County	\$ 428,058
Grant County Transportation District	\$ 305,211
Harney County	\$ 327,332
Hood River County Transportation District	\$ 334,989
Josephine County	\$ 201,664
Klamath Tribes	\$ 285,305
Lane Transit District	\$ 167,259
Lincoln County Transportation Service District	\$ 1,344,019
Linn County	\$ 317,262
<b>Malheur County</b>	<b>\$ 477,634</b>
Mid-Columbia Economic Development District	\$ 283,090
Ride Connection, Inc.	\$ 464,945
Salem Area Mass Transit District	\$ 718,305
South Clackamas Transportation District	\$ 620,460
Sunset Empire Transportation District	\$ 1,102,688
Tillamook County Transportation District	\$ 869,787
Umpqua Public Transportation District	\$ 1,072,130
Yamhill County	\$ 1,774,291
<b>Grand Total</b>	<b>\$ 20,154,002</b>

As you can see, a compelling argument can be made for our proposal of \$488,683 being in virtual alignment with where several biennia of outcomes have positioned a similar county.

Start Up Proposal in Dollars and Sense:

With the blessing of the Morrow County Commissioners, the Morrow County Loop Program seeks to make the following proposal to PTD for Start Up Section 5311 funding, using much of the content in this position paper:

Category	Ask	Local Match
Operations	\$423,183	\$185,861
Capital	\$ 65,500	\$ 6,727
Total	<u>\$488,683</u>	<u>\$192,588</u>

As you can see, this ask would fit *very* comfortably within Morrow County’s ability to locally match. The total match requirement for the biennium comes to less than one year of STIF Formula forecast. In the event that PTD is (for whatever unforeseen reason) unable to fund our request, the Loop will likely seek to return to the Commissioners for guidance. The value we choose to accept at the time of Start Up serves as an index for future biennia – remember, we’re limited to a 10% gain or 5% loss based on our performance measured in miles and hours relative to the rest of the state.

If the Loop program accepts an award significantly lower than we believe the work we’ve summarized in this position paper justifies, our ambitions could be scaled to fit. However, such a compromise may result in lower biennial allocations than our outcomes may otherwise earn until the maximum allowable gains catch us up. If the Commissioner’s approve, this is our opening offer but may not end up being the last word. Your support as we grow our way through this opportunity is thoroughly appreciated.



# 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):

Morrow County Public works solicited bids for several weeks in late December 2020 and into January. on January 25, 2021 at 10:00 bids had been opened and read, You will see the breakdown of each submittal, This is in additional attached. Five suppliers had submitted the bids.

Devin Oil Company, LLC  
Mid Columbia Products  
Heller & Sons  
Morrow County Grain Growers  
Hattenhauer

With careful review it is selected that Devin Oil is the apparent lowest bid and favorable supplier for Diesel, Gasoline, Aviation Fuel and Lubricants.

## 2. FISCAL IMPACT:

Gasoline GL/ 202.220.5.20.2251  
Diesel GL/ 202.220.5.20.2254  
Lubricants - GL/ 202.220.5.20.2257  
Aviaition Fuel GL/ 205.250.5.20.3815

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

Motion to award and contract for Gasoline to Devin Oil Inc. with a three yr contract ending 02/2024  
Motion to award and contract for Diesel fuel to Devin Oil, Inc.with a three yr contract ending 02/2024  
Motion to award and contract for Aviaiton fuel to Devin Oil, Inc. with a three yr contract ending 02/2024  
Motion to award and contract for Lubricants to devin Oil, Inc. with a three yr contract ending 02/2024

Attach additional background documentation as needed.

**CONTRACT FOR MATERIALS AND SUPPLIES – UNLEADED MID-GRADE 89  
OCTANE GASOLINE**

THIS AGREEMENT, made as of the 17 day of February 2021, by and between Morrow County, a political subdivision of the State of Oregon, (County) and, Devin Oil Co., Inc. (Contractor);

WITNESSETH:

That whereas, County requires certain fuels necessary to operate its equipment used in the business of the County and the Road Department; and

Whereas, Contractor is in the business of selling such fuel products and can supply the same in sufficient kind and quantity to serve County's needs; and

Whereas, Contractor submitted the lowest bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

NOW THEREFORE, the parties are agreed as follows:

1. Contract period shall be for a period of three (3) year, beginning February 17, 2021 and ending February 17, 2024.
2. SPECIFICATON OF MATERIALS.
  - A. Contractor shall provide the following fuels in the specified estimated amount:
    1. Approximately 67,500 gallons of unleaded gasoline (tank size 5,000 gallons) delivered to Morrow County Road Department in Lexington at \$0.05 above rack price. This tank will be on a "**Keep Full**" basis with a minimum delivery of 4,500 gallons.
    2. Approximately 1,500.00 gallons of unleaded Mid-Grade delivered to Morrow/Grant OHV Park with a \$0.10 above rack price. This tank will be a "**as Needed basis**"
  - B. Contractor shall deliver the above-described fuels as necessary to prevent County from running out of stock.
  - C. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.
  - D. Contractor shall supply verification of Rack price with each delivery.





## CONTRACT FOR MATERIALS AND SUPPLIES – DIESEL

THIS AGREEMENT, made as of the 17 day of February 2021, by and between Morrow County, a political subdivision of the State of Oregon, (County) and, Devin Oil Co., Inc. (Contractor);

WITNESSETH:

That whereas, County requires certain fuels necessary to operate its equipment used in the business of the County and the Road Department; and

Whereas, Contractor is in the business of selling such fuel products and can supply the same in sufficient kind and quantity to serve County's needs; and

Whereas, Contractor submitted the lowest bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

NOW THEREFORE, the parties are agreed as follows:

1. Contract period shall be for a period of three (3) years, beginning February 17, 2021 ending February 17, 2024.
2. SPECIFICATON OF MATERIALS.
  - A. Contractor shall provide the following fuels in the specified estimated amount:
    1. Approximately 60,000 gallons of diesel fuel (tank size 10,000 gallons) delivered to Morrow County Road Department in Lexington at \$0.05 above rack price. This tank is on a "**Keep Full**" basis with a minimum delivery of 4,500 gallons.
    2. Approximately 2,000 gallons of diesel delivered to the Morrow/Grant OHV Park At \$0.10 above rack price. This tank is on a "**on call**" basis.
  - B. Contractor shall deliver the above-described fuels as necessary to prevent County from running out of stock.
  - C. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.
  - D. Contractor shall supply verification of Pasco Rack price with each delivery.
3. PAYMENT

Payment for each delivery of fuel shall be made in full within twenty-one (21) days of delivery and submission of an itemized invoice by Contractor, to County. The itemized



**CONTRACT FOR MATERIALS AND SUPPLIES - LUBRICANTS**

THIS AGREEMENT, made as of the 17 day of February 2021, by and between Morrow County, a political subdivision of the State of Oregon, (County) and, Devin Oil Co., Inc. (Contractor);

WITNESSETH:

That whereas, County requires certain lubricants necessary to operate its equipment used in the business of the County and the Road Department; and

Whereas, Contractor is in the business of selling such lubricant products and can supply the same in sufficient kind and quantity to serve County's needs; and

Whereas, Contractor submitted the lowest bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

NOW THEREFORE, the parties are agreed as follows:

1. Contract period shall be for a period of three (3) years, beginning February 17, 2021 and ending February 17, 2024.
2. SPECIFICATON OF MATERIALS.
  - A. Contractor shall provide the following lubricants in the specified estimated amount:

LUBRICANTS	UNITS	UNIT PRICE	TOTAL QUAN.	TOTAL AMOUNT
30 wt Drive train oil Cat.	Barrel	\$7.66 Gal	8 Barrels	3370.40
10 wt. Drive train oil cat. Hydro	Barrel	\$7.61/gal	8 Barrels	3348.40
80W90 Gear Oil API service GL-5 Mil-L-2015C	Barrel	1.90/lb	1 Barrel	760.00
Multi-Purpose EP#2 Grease Mil-G-18709 A	Multi-Plex Red #2 40/14 oz.	2.71/tube	10 Cases	271.00
Chevron Industrial Ultra-Duty EP Grease NLG12	Milti-Plex Red #2	2.71/tube	10 Cases	271.00
Tractor Hydraulic Fluid John Deere 303-J14 B, Case TCH-JIT 145 or equivalent	Barrel	8.20/gal	550 gallons	4510.00
15/40 Motor Oil API CD/CE/SESG	Barrel	10.91/gal	826 gal	9000.75
#2 Bulk Grease, Drum min. 27 ¼ tall in order to accommodate our air grease units	120 lbs Barrel	1.995/lb	480 lbs	957.60
<b>BID TOTAL</b>				<b>\$22,489.15</b>

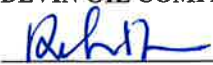
- B. Contractor shall deliver the above-described lubricants as necessary to prevent County from running out of stock.
- C. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.

3. PAYMENT

Payment for each delivery of lubricants shall be made in full within twenty-one (21) days of delivery and submission of an itemized invoice by Contractor, to County. The itemized invoice shall include number of units, price per unit and the date of delivery.

- 4. In the event that the County declares that it is unable to perform its obligations by reason of inability to obtain funds through the budgetary process, then Contractor shall be notified in writing that this agreement is terminated, all delivery will cease.

**CONTRACTOR**  
**DEVIN OIL COMPANY, INC.**



Date: 2/8/21

**COUNTY**  
**MORROW COUNTY BOARD OF COMMISSIONERS**

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

APPROVED AS TO FORM

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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

## CONTRACT FOR MATERIALS AND SUPPLIES – AVIATION FUEL

THIS AGREEMENT, made as of the 17 day of February 2021, by and between Morrow County, a political subdivision of the State of Oregon, (County) and, Devin Oil Co., Inc. (Contractor);

WITNESSETH:

That whereas, County requires certain fuels necessary to operate its equipment used in the business of the County and the Road Department; and

Whereas, Contractor is in the business of selling such fuel products and can supply the same in sufficient kind and quantity to serve County's needs; and

Whereas, Contractor submitted the lowest bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

NOW THEREFORE, the parties are agreed as follows:

1. Contract period shall be for a period of three (3) years, beginning February 17, 2021 and ending February 17, 2024.

2. SPECIFICATON OF MATERIALS.

A. Contractor shall provide the following fuels in the specified estimated amount:

1. Approximately 7,000 gallons of Aviation Fuel (tank size 5,000 gallons) delivered to Morrow County Airport Rd. in Lexington at \$0.15 above Specific location price. This tank will be on an "as needed basis."

B. Contractor shall deliver the above-described fuels as necessary to prevent County from running out of stock.

C. Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.

3. PAYMENT

Payment for each delivery of fuel shall be made in full within twenty-one (21) days of delivery and submission of an itemized invoice by Contractor, to County. The itemized invoice shall include number of gallons, price per gallon, Western Petroleum price and the date of delivery.

4. In the event that the County declares that it is unable to perform its obligations by reason of inability to obtain funds through the budgetary process, then Contractor shall be notified in writing that this agreement is terminated, all delivery will cease.

**CONTRACTOR**  
**DEVIN OIL COMPANY, INC.**

    *Kevin A.*    

Date:     2/8/21    

**COUNTY**  
**MORROW COUNTY BOARD OF COMMISSIONERS**

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Melissa Lindsay, Commissioner

APPROVED AS TO FORM

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

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**INTERGOVERNMENTAL AGREEMENT  
For  
STEM and STEAM Education**

**THIS INTERGOVERNMENTAL AGREEMENT**, made and entered into this 24<sup>th</sup> day of February 2021, by and between **MORROW COUNTY**, hereinafter called "**COUNTY**" and **MORROW COUNTY SCHOOL DISTRICT # 1 and IONE SCHOOL DISTRICT**, hereinafter called "**DISTRICTS.**"

**RECITALS**

**WHEREAS**, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

**WHEREAS**, the **County** and **Districts** met to discuss and are in agreement the importance of Science, Technology, Engineering, Art and Music to the students in Morrow County to create a vibrant culture and productive workforce; and

**WHEREAS**, **County** has entered into an agreement with Wheatridge Wind Energy, LLC and Wheatridge Solar Energy Center, LLC in which **County** will receive funds that **County** has determined will be directed to schools in Morrow County for funding of STEM (Science, Technology, Engineering, and Mathematics) and STEAM (Art and Music) instruction.

**WHEREAS**, the **Districts** and **County** are willing to provide resources to create the STEM and STEAM programs, as long as resources allow.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, each to the other giving, the parties do hereby agree as follows:

1. The **Districts** agree to create and implement STEM and STEAM instruction for students in Morrow County. The program will be allocated as 60% STEM instruction with 40% allocated to Art and Music.
2. The **County** agrees to pay a maximum grant of \$1,000,000.00, based on continued need, to support the **Districts'** STEM and STEAM instruction. Funding of the grant for STEM and STEAM instruction is contingent upon the County receiving adequate funding each year from the agreement with Wheatridge Wind Energy, LLC and Wheatridge Solar Energy Center, LLC. In the event that the County declares that it is unable to perform its obligations by reason of inability to obtain funds, then the **Districts** shall be notified in writing of the amount that will be available, if any, for that year.

3. The grant funds will be distributed as follows, subject to modification upon the mutual agreement of the parties:
  - a. Community Investment for Schools: \$100,000 to the Lone School District for schools in Lone and \$300,000 to the Morrow County School District #1 for equal distribution to schools in Boardman, Heppner, and Irrigon;
  - b. \$100,000 for the development and staffing of a STEM Elementary Position that will facilitate STEM education programs for all elementary school students of Morrow County. The **Districts** agree that all students, no matter their location in the County, will have equal opportunity access to this program; and
  - c. The remaining \$500,000 will be distributed to the **Districts** for each community with schools within the **Districts**, based upon the December Average Daily Membership (ADMr), as updated annually. The **Districts** will provide the current year’s ADMr to the **County** prior to a distribution of funds.
4. Payment will be made to the Districts before December 31, 2021. Individual payments will be made to the Lone School District and Morrow County School District #1 as outlined in Paragraph 3.
5. **DURATION** of this agreement will be July 1, 2021 through December 31, 2035, unless earlier terminated.
6. The **Districts** will report annually on STEM and STEAM instruction at the end of each school year. The report will contain a financial statement of how the funds were distributed amongst the schools for that year. The **County** reserves the right to discontinue payments if the **Districts** are not able to use the funds to further STEM and STEAM instruction. The **County** agrees that the **Districts** may roll over unused funds between school years if the **Districts** demonstrate the necessity to do so.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on this day and year first above written.

\_\_\_\_\_  
**Don Russell, Chair**                      **Date**  
**Morrow County Board of Commissioners**

\_\_\_\_\_  
**Dirk Dirksen, Superintendent**                      **Date**  
**Morrow County School District #1**

\_\_\_\_\_  
**Rollie Marshall, Superintendent**                      **Date**  
**Lone School District**





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)

Presenter at BOC: Kate Knop & Darrell Green
Department:
Short Title of Agenda Item:

Phone Number (Ext): 5302
Requested Agenda Date: 2/24/2020

(No acronyms please)

Morrow County - Full Faith & Credit Financing Agreement & Note

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: 15 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Department Director Required for all BOC meetings
DATE 2/23/21 Administrator Required for all BOC meetings
DATE County Counsel \*Required for all legal documents
DATE Finance Office \*Required for all contracts; other items as appropriate.
DATE Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

# Index

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

<u>Document Number</u>	<u>Document</u>
1	Transcript Certification
<b><u>BASIC DOCUMENTS</u></b>	
2	Term Sheet
3	Full Faith and Credit Financing Agreement
4	Specimen Full Faith and Credit Financing Agreement Note, Series 2021
5	Receipt for Note
6	Certificate with Respect to Issue Price
7	Purchaser Letter
<b><u>ISSUER DOCUMENTS</u></b>	
8	Certificate of Determination
9	Tax Certificate
10	Non-Litigation and General Certificate
11	Certificate of Morrow County Assessor as to Real Market Value of Taxable Property in Morrow County
12	Certificate of Outstanding Indebtedness
13	Receipt for Proceeds
14	Resolution No. R-2021-3 dated February 17, 2021
15	Certificate of Proceedings
16	MDAC Form #2
17	IRS Form 8038-G and Affidavit of Filing

**OPINION**

18 Special Counsel Opinion

**CLOSING MEMO**

19 Closing Memorandum

# **TRANSCRIPT CERTIFICATION**

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

On behalf of Morrow County, Oregon (the "County") I, Darrell J. Green, County Administrator of the County, certify that the attached documents are true and correct copies of the original transcript documents assembled at the closing of the County's Full Faith and Credit Financing Agreement and Note, Series 2021, dated February 26, 2021, in the aggregate principal amount of \$6,900,000. All documents were signed as required by the appropriate parties.

DATED as of this 26th day of February 2021.

MORROW COUNTY, OREGON

By \_\_\_\_\_  
Darrell J. Green  
County Administrator

THE  
COMMERCE  
BANK  
OF OREGON

**Municipal Finance**  
1211 SW 5<sup>th</sup> Avenue  
Suite 1250  
Portland, OR 97204

**Andrew Face**  
Vice President

February 11, 2021

Darrell Green  
County Administrator  
Morrow County, Oregon  
[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)  
110 North Court Street  
Heppner, OR 97836

Darrell:

The Commerce Bank of Oregon is pleased to submit this offer to Morrow County for its proposed **Full Faith and Credit Agreement and Note, Series 2021** subject to the following terms and conditions described herein.

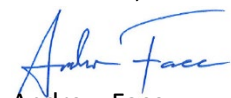
The Commerce Bank of Oregon is an affiliate of Zions Bancorporation, N.A., one of the nation's premier financial services companies with total assets of approximately \$80 billion. Zions operates under local management teams and unique brands in 11 western and southwestern states: Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. In an effort to build valuable municipal relationships, Zions recently adding me to The Commerce Bank of Oregon's team to assure that our local borrowers, such as the County, experience a simple, easy and fast loan process.

In order to provide attractive features to our clients, we offer three key deal points beneficial to issuers:

- **Callability.** Our loans are callable at any time.
- **Minimal Issuance Costs.** Typically, and in this case, we charge no bank fees for our loans.
- **In-House Counsel.** Our legal team shares the goal of a simple, easy and fast loan process. They do not need to "prove their worth".

Should you have any questions about any aspect of this proposal, please contact me at (206) 393-8356. We appreciate the opportunity to work with the County and its financing team.

Thank You,



Andrew Face  
Vice President  
Municipal Finance Relationship Banker

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BANK  
OF OREGON

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Morrow County, Oregon  
Full Faith and Credit Agreement and Note, Series 2021  
Summary of Terms and Conditions  
February 11, 2021

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**TRANSACTION SUMMARY**

Borrower:	Morrow County, Oregon (the "County" or "Borrower")
Purchaser:	Zions Bancorporation, N.A.
Principal:	\$6,900,000
Purpose:	Note proceeds will provide funds for the purchase of new apparatus and pay costs of issuance of the financing.
Type of Financing:	Full Faith and Credit Agreement and Note (the "Note")
Security/Source of Repayment:	<p>The Issue is an unconditional obligation of the County, which will be payable from all legally available funds of the County. The County will pledge its full faith and credit and taxing power within the limitations of the Oregon Constitution to pay amounts due under the Issue.</p> <p>The Issue will not be secured by a lien on any revenues or property of the County. The Issue will not constitute a debt or indebtedness of the State of Oregon, or any political subdivision thereof other than the County.</p>
Tax Status:	Exempt from Federal Taxes and Exempt from Oregon State Taxes
Bank Qualified:	This proposal is a bank qualified transaction
Closing Date:	Anticipated to be on or about February 26, 2021.

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**TRANSACTION DETAILS**

Financing Term:	Fifteen (15) years. Final Maturity on February 15, 2036 (stub period).
Amortization:	Annual principal payments on June 1, beginning on June 1, 2022.
Interest Payments:	Semi-annual interest payments on June 15 and December 15, beginning December 15, 2021.
Interest Rate:	Fixed-rate 1.79% (TIC) on a 30/360-day year. Please see <b>Exhibit A</b> for the estimated debt service schedule.
Interest Rate Lock:	The interest rates quoted are fixed for 60 calendar days from the bid date. Should the closing be scheduled for more than 60 calendar days past the bid date, the interest rates will likely need to be adjusted based on prevailing market conditions after 60 calendar days.
Call Option:	The loan may be prepaid, in whole or in part, anytime at par plus accrued interest with 30 days' prior written notice.
Disbursement of Proceeds Options:	The Purchaser will fund proceeds directly to the Borrower and costs of issuance to its vendors upon closing.
Origination Fee:	None.
Other Fees:	None.
Bank Counsel:	It is anticipated that internal counsel will be utilized for document review and approval, therefore, our bank counsel fee is \$0. We will work with legal documents prepared by the County's Note Counsel.
Credit Approval:	Extensive Preliminary Credit Review has been performed. Final Credit Approval is pending acceptance of our proposal. Final Credit Acceptance typically pertains mainly to subsequent events and adequacy of documentation.



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**OTHER TERMS**

Financial Reporting: Issuer shall provide to the Purchaser annual audited financial statements within 270 days of fiscal year end.

Conditions Precedent: Usual and customary conditions to issuance of the financing including the following:

- Opinion of note counsel, with a reliance letter addressed to Zions Bancorporation, N.A., relating to the legality and validity of the Note, the excludability of interest for federal tax purposes and that the Issuer has properly designated the issue as “Bank Qualified”;
- Resolution of the governing body;
- Certificate of no adverse litigation;
- Note, in registered form, duly executed;
- Certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in the Purchase Agreement (if any) are true and correct when made and as of the closing;
- IRS Form 8038-G;
- Certificate as to non-arbitrage or tax certificate in form and substance acceptable to the Purchaser with representation as to tax-exemption of interest payments and reasonable expectations of the Issuer.
- W-9 for the County on the most recent IRS form.
- Electronic receipt of transcript by Noon of the day prior to closing.

Role of Bank as Purchaser:

The Purchaser is acting solely for its own account and presently intends to hold the Note until maturity. The Purchaser is not a fiduciary for the Issuer or broker, dealer, municipal securities underwriter or municipal advisor. The Purchaser has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Issuer with respect to the proposed issuance. Issuer shall represent in the documentation that Issuer has sought and obtained financial, legal, tax and accounting and other advice (as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance from its financial, legal and other advisors (and not the Purchaser) to the extent that Issuer desired to obtain such advice.

Purchaser Restrictions:

The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the issuance. The Purchaser will sign an Investor Letter acknowledging the same, as indicated in the Request for Proposals.

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**EXHIBIT A**

Morrow County  
FULL FAITH AND CREDIT AGREEMENT AND NOTE, SERIES 2021  
ESTIMATED DEBT SERVICE SCHEDULE

True Interest Cost (TIC) = **1.79%**<sup>1</sup>

<sup>1</sup> The interest rates quoted are fixed from 60 calendar days of the bid date.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/01/2021	-	-	-	-	-
12/01/2021	-	-	92,632.50	92,632.50	-
06/01/2022	40,000.00	1.790%	61,755.00	101,755.00	194,387.50
12/01/2022	-	-	61,397.00	61,397.00	-
06/01/2023	90,000.00	1.790%	61,397.00	151,397.00	212,794.00
12/01/2023	-	-	60,591.50	60,591.50	-
06/01/2024	465,000.00	1.790%	60,591.50	525,591.50	586,183.00
12/01/2024	-	-	56,429.75	56,429.75	-
06/01/2025	475,000.00	1.790%	56,429.75	531,429.75	587,859.50
12/01/2025	-	-	52,178.50	52,178.50	-
06/01/2026	485,000.00	1.790%	52,178.50	537,178.50	589,357.00
12/01/2026	-	-	47,837.75	47,837.75	-
06/01/2027	490,000.00	1.790%	47,837.75	537,837.75	585,675.50
12/01/2027	-	-	43,452.25	43,452.25	-
06/01/2028	500,000.00	1.790%	43,452.25	543,452.25	586,904.50
12/01/2028	-	-	38,977.25	38,977.25	-
06/01/2029	510,000.00	1.790%	38,977.25	548,977.25	587,954.50
12/01/2029	-	-	34,412.75	34,412.75	-
06/01/2030	520,000.00	1.790%	34,412.75	554,412.75	588,825.50
12/01/2030	-	-	29,758.75	29,758.75	-
06/01/2031	530,000.00	1.790%	29,758.75	559,758.75	589,517.50
12/01/2031	-	-	25,015.25	25,015.25	-
06/01/2032	540,000.00	1.790%	25,015.25	565,015.25	590,030.50
12/01/2032	-	-	20,182.25	20,182.25	-
06/01/2033	550,000.00	1.790%	20,182.25	570,182.25	590,364.50
12/01/2033	-	-	15,259.75	15,259.75	-
06/01/2034	560,000.00	1.790%	15,259.75	575,259.75	590,519.50
12/01/2034	-	-	10,247.75	10,247.75	-
06/01/2035	565,000.00	1.790%	10,247.75	575,247.75	585,495.50
12/01/2035	-	-	5,191.00	5,191.00	-
02/15/2036	580,000.00	1.790%	2,134.08	582,134.08	-
06/01/2036	-	-	-	-	587,325.08
<b>Total</b>	<b>\$6,900,000.00</b>	<b>-</b>	<b>\$1,153,193.58</b>	<b>\$8,053,193.58</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$64,450.00
Average Life	9.341 Years
Average Coupon	1.7892841%
Net Interest Cost (NIC)	1.7892841%
True Interest Cost (TIC)	1.7896574%

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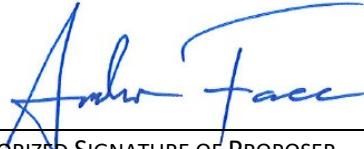
TO: MORROW COUNTY (THE "COUNTY")  
RE: FULL FAITH AND CREDIT AGREEMENT AND NOTE, SERIES 2019 ("THE NOTE")

THIS PROPOSAL IS FOR PROMPT ACCEPTANCE AND FOR DELIVERY OF SAID NOTE TO US IN COMPLIANCE WITH THE TERM SHEET, WHICH IS ATTACHED HERETO AND MADE PART OF THIS PROPOSAL BY REFERENCE.

The Commerce Bank of Oregon,  
Portland, Oregon

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PROPOSING INSTITUTION NAME & CITY



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AUTHORIZED SIGNATURE OF PROPOSER

  
TAXPAYER ID OF INSTITUTION

[Andrew.Face@ZionsBancorp.com](mailto:Andrew.Face@ZionsBancorp.com)

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EMAIL ADDRESS OF PROPOSER

Andrew Face, Vice President

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WRITTEN NAME & TITLE

## FULL FAITH AND CREDIT FINANCING AGREEMENT

Zions Bancorporation, N.A. and Morrow County, Oregon enter into this Financing Agreement upon the terms and conditions described below.

### 1. Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise:

“Agreement” means this Full Faith and Credit Financing Agreement.

“Authorized Representative” means the Chair of the Board of Commissioners or the County Administrator of the County.

“Business Day” means any day of the week other than a Saturday, Sunday, or a day on which the Lender is not open for normal business transactions.

“Code” means the Internal Revenue Code of 1986, as amended.

“County” means Morrow County, Oregon.

“Event of Default” means a failure to pay principal or interest on the Note when due, or fees or other amounts when due, as provided in the Note and this Agreement; or a declaration by the Lender of an event of default as a result of a determination by the Lender that there has been: (i) a failure by the County to comply with any of its obligations, or to perform any of its duties, under this Agreement, the Resolution or the Note, which failure continues, and is not cured, for a period of more than 30 days after the Lender has made written demand on the County to cure such failure; or (ii) a material misrepresentation by the County in this Agreement or the Note; or (iii) failure by the County to maintain the tax exempt status of the Note.

“Lender” means Zions Bancorporation, N.A. or its successors.

“Maturity Date” means February 15, 2036.

“Note” means the Morrow County, Oregon Full Faith and Credit Financing Agreement Note, Series 2021, evidencing the amount owed under this Agreement.

“Note Counsel” means Mersereau Shannon LLP or another attorney-at-law or firm of attorneys (other than an employee of the County, but including any law firm serving as counsel to the County) nationally recognized as experienced in matters relating to the tax exemption of interest on bonds of states and their political subdivisions.

“Outstanding Balance” means, at any time, the principal amount, less the sum of all principal repayments that have been received by the Lender, with respect to each Note.

“Project” means financing of the acquisition, construction, equipping and furnishing of the North Morrow County Government Center in Irrigon, Oregon to consolidate County services.

“Resolution” means the County’s Resolution No. R-2021-3 adopted February 17, 2021 authorizing the issuance of the Agreement and the Note.

All other capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Resolution.

## 2. Recitals

The Lender has expressed interest in purchasing the Note. The County has adopted the Resolution, which is acceptable to the Lender. The Resolution authorizes execution and delivery of this Agreement and the Note.

## 3. Agreement

- 3.1 The original principal amount of the Note shall be \$6,900,000.
- 3.2 The Lender hereby agrees to purchase the Note at a price of 100% of par, subject to the terms and conditions contained in this Agreement.
- 3.3 The County hereby agrees to pay the principal of the Note in fifteen (15) annual payments as set forth in the schedule attached hereto as Exhibit A. Interest on the Outstanding Balance of the Note shall accrue at the rate of one and seventy-nine hundredths percent (1.79%) per annum and shall be paid on every June 1 and December 1 commencing December 1, 2021, as set forth in the schedule attached hereto as Exhibit A.
- 3.4 All amounts due under this Agreement and the Note shall be paid no later than the Maturity Date.

## 4. Prepayment

The County has the option to prepay the Note, in whole or in part, on any Business Day, upon thirty (30) days prior written notice to the Lender, at a prepayment price equal to the principal amount being prepaid on the prepayment date plus all accrued and unpaid interest through the prepayment date.

## 5. Security for Agreement

The payments for the Note shall be payable from the general, non-restricted revenues of the County and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the County to make payments shall be a full faith and credit obligation of the County, and is not subject to appropriation. The owner of the Note shall not have a lien or security interest on the property financed with the proceeds of the Note.

## 6. Closing

The Lender shall purchase the Note upon execution of this Agreement and the Note, and upon satisfaction of the conditions specified in Section 13 below.

## 7. Deposit and Use of Note Proceeds

The proceeds of the Note shall be deposited and shall be expended to pay Project costs in accordance with the Resolution.

## 8. Tax Covenants

The County hereby covenants for the benefit of the owners of the Note to comply with all provisions of the Code which are required for the interest on the Note to be excluded from gross income for federal income taxation purposes, and has designated the Note as “qualified tax-exempt obligations” pursuant to paragraph (3) Section 265(b) of the Code.

## 9. Default

If an Event of Default occurs, the Lender may exercise any remedy available at law or in equity except that the Note shall not be subject to acceleration. No remedy shall be exclusive. The Lender may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default.

If the Lender incurs any expenses in connection with enforcing this Agreement or the Note, or if the Lender takes collection action under this Agreement or the Note, the County shall pay to the Lender, on demand, the Lender's reasonable costs and reasonable attorneys' fees. In connection with any suit or proceeding to enforce or interpret the provisions of this Agreement or the Note, the nonprevailing party shall pay to the prevailing party, on demand, the prevailing party's reasonable costs and reasonable attorneys' fees, whether at trial, on appeal, in any insolvency proceeding or otherwise, including any allocated costs of in-house counsel.

## 10. Fees, Costs and Expenses

The County shall pay the fees and expenses of Note Counsel and any other expenses and costs which the County incurs in connection with this Agreement.

## 11. Representations, Warranties and Agreements of the County

By executing this Agreement in the space provided below, the County represents and warrants to, and agrees with the Lender that:

- 11.1. The County is duly created and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this Agreement and perform its duties under the Resolution and this Agreement, and that the Resolution, this Agreement and the Note will constitute legal, valid and binding obligations of the County which are enforceable in accordance with their terms.
- 11.2. The acceptance of this Agreement, the adoption of the Resolution and the execution and delivery of the Note will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the County is a party or by which it is bound.
- 11.3. There is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the County, threatened against the County to restrain or enjoin the acceptance of this Agreement, the adoption of the Resolution or the execution and delivery of the Note, or the collection and application of the funds as contemplated by the Resolution and this Agreement, which, in the reasonable judgment of the County, would have a material and adverse effect on the ability of the County to pay the amounts due under this Agreement.
- 11.4. To the extent permitted by law, the County agrees to indemnify and hold harmless the Lender and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the County to the Lender, its agents or employees, which relates to this Agreement or the Note, and which is untrue or incorrect in any material respect.
- 11.5. The County has designated the Note as a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Code.
- 11.6. Since June 30, 2020, the end of its most recent fiscal year, the County has not entered into any direct or contingent bond debt, lease or loan obligations.

## 12. Notice of Adverse Developments; Budgets

- 12.1. The County shall notify the Lender promptly of any development which is likely to have a material, adverse effect on the financial condition of the County while any amounts remain outstanding under the Note.
- 12.2. The County shall provide the Lender with its audited financial statements within 270 days after the end of each of its fiscal years, and such other information as the Lender may reasonably request, while any amounts remain outstanding under the Note.

## 13. Conditions to the Obligations of the Lender

The Lender may refuse to advance funds under this Agreement and the Note unless, on or prior to the date of Closing, the Lender shall have received:

- 13.1 a copy of the duly authorized Resolution, and a signed original copy of this Agreement and the Note;
- 13.2 an opinion of Note Counsel to the effect that:
  - (a) the County has duly authorized the execution and delivery of the Agreement and the issuance and sale of the Note and the performance by the County of its obligations under and with respect to the Agreement and the Note, all in accordance with the laws and Constitution of the State of Oregon, the Agreement and the Resolution;
  - (b) the Resolution, the Agreement and the Note constitute valid and legal obligations of the County payable from the general funds of the County and enforceable in accordance with their respective terms.
  - (c) the interest payable on the Note is excludable from gross income under the Code;
  - (d) the Note is not a "private activity bond" within the meaning of Section 141 of the Code;
  - (e) the interest payable on the Note is excludable from personal income taxes imposed by the State of Oregon; and
  - (f) the County has designated the Note as Bank Qualified.
- 13.3 the certificate of a duly authorized officer of the County to the effect that:
  - (a) there is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the County, threatened against the County to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement and the Note, or the collection and application of funds as contemplated by this Agreement or the Note, which, in the reasonable judgment of the County, would have a material and adverse effect on the ability of the County to pay the amounts due under the Note, and
  - (b) the adoption of the Resolution and the execution and delivery of this Agreement and the Note does not and will not conflict in any material respect with or constitute on the part of the County a breach of or default under any law, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the County is a party or by which it is bound;

(c) the Tax Certificate of the County with representation as to tax-exemption of interest payments; and

13.4 such additional certificates, proceedings, instruments or other documents as the Lender, its counsel or Note Counsel may reasonably request to evidence compliance by the County with the legal requirements for execution and delivery of this Agreement and the Note and the due performance or satisfaction by the County of all agreements then to be performed and all conditions then to be satisfied by the County, including but not limited to, an IRS Form 8038-G and W-9 of the County,.

#### 14. Notices

Any notices required to be given pursuant to this Agreement shall be given to the following addresses:

County: Morrow County  
PO Box 788  
Heppner, OR 97836  
Attention: County Administrator

Lender: Zions Bancorporation, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, UT 84133  
Attention: Kirsi Hansen

With a copy to:

Zions Bancorporation, N.A.  
One South Main Street, 11<sup>th</sup> Floor  
Salt Lake City, UT 84133  
Attention: Legal Department

#### 15. Assignment; Survival; Agreement Constitutes Contract

This Agreement may not be assigned by the County. The Lender may assign this Agreement. The Lender shall notify the County of any such assignment within 30 days of any such assignment.

All representations, warranties and agreements contained in this Agreement shall survive the execution, delivery and payment of the Note. This Agreement and the Note shall constitute a contract between the County and the Lender. The Lender's extension of credit hereunder is expressly made in reliance on such contract.

#### 16. Applicable Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon.

#### 17. Severability and Waivers

If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. The Lender retains all rights, even if it makes a loan after default. If the Lender waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.



18. Counterparts

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

*[Signatures appear on the following page.]*

DATED as of this 26th day of February 2021.

ZIONS BANCORPORATION, N.A.

By:  \_\_\_\_\_  
Andrew Face  
Vice President

MORROW COUNTY, OREGON

By: \_\_\_\_\_  
Darrell J. Green  
County Administrator

Exhibit A  
Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/01/2021	-	-	-	-	-
12/01/2021	-	-	92,632.50	92,632.50	-
06/01/2022	40,000.00	1.790%	61,755.00	101,755.00	194,387.50
12/01/2022	-	-	61,397.00	61,397.00	-
06/01/2023	90,000.00	1.790%	61,397.00	151,397.00	212,794.00
12/01/2023	-	-	60,591.50	60,591.50	-
06/01/2024	465,000.00	1.790%	60,591.50	525,591.50	586,183.00
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06/01/2026	485,000.00	1.790%	52,178.50	537,178.50	589,357.00
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12/01/2032	-	-	20,182.25	20,182.25	-
06/01/2033	550,000.00	1.790%	20,182.25	570,182.25	590,364.50
12/01/2033	-	-	15,259.75	15,259.75	-
06/01/2034	560,000.00	1.790%	15,259.75	575,259.75	590,519.50
12/01/2034	-	-	10,247.75	10,247.75	-
06/01/2035	565,000.00	1.790%	10,247.75	575,247.75	585,495.50
12/01/2035	-	-	5,191.00	5,191.00	-
02/15/2036	580,000.00	1.790%	2,134.08	582,134.08	-
06/01/2036	-	-	-	-	587,325.08
<b>Total</b>	<b>\$6,900,000.00</b>	<b>-</b>	<b>\$1,153,193.58</b>	<b>\$8,053,193.58</b>	<b>-</b>

**UNITED STATES OF AMERICA  
STATE OF OREGON  
MORROW COUNTY, OREGON  
FULL FAITH AND CREDIT FINANCING AGREEMENT NOTE, SERIES 2021**

**NUMBER: R-1**

**\*\*\*\$6,900,000\*\*\***

**DATED**  
February 26, 2021

**RATE OF INTEREST**  
1.79%

**MATURITY DATE**  
February 15, 2036

Morrow County, Oregon, (the “County”), for value received acknowledges itself indebted and hereby promises to pay to the order of Zions Bancorporation, N.A., or its registered assigns (the “Lender”), the principal amount of SIX MILLION NINE HUNDRED THOUSAND DOLLARS (\$6,900,000.00). The Outstanding Balance of this Note shall bear interest at the rate of one and seventy-nine hundredths percent (1.79%) per annum until such Outstanding Balance is paid in full, as provided in the Full Faith and Credit Financing Agreement between the County and the Lender which is dated February 26, 2021 (the “Agreement”) and shall be due in full on the Maturity Date as set forth in the Agreement. Capitalized terms used in this Note have the meanings defined for such terms in the Agreement.

The County will repay this Note in annual principal and semiannual interest payments on each payment date, as set forth in the Agreement.

This Note and the Agreement are authorized by County Resolution No. R-2021-3 adopted on February 17, 2021 (the “Resolution”).

Pursuant to ORS 271.390 and 287A.315, the County pledges its full faith and credit and taxing power to pay the principal and interest due to the Lender under this Note. The payments for this Note shall be payable from the general, nonrestricted revenues of the County and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11 b, Article XI of the Constitution of the State of Oregon. The obligation of the County to make payments shall be a full faith and credit obligation of the County, and is not subject to annual appropriation. The owner of the Agreement and this Note shall not have a lien or security interest on the property financed with the proceeds of the Agreement and this Note.

This Note has been executed pursuant to the Agreement. The provisions of the Agreement are incorporated herein by reference.

If an Event of Default occurs, the Lender may exercise any remedy available at law or in equity, except that the Note shall not be subject to acceleration, as provided in the Agreement.

This Note is executed by the County for the purpose of financing the Project in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

This Note is subject to prepayment at the option of the County as provided in the Agreement.

**UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY THE LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.**

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in conjunction with the issuance of this Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Note and all other obligations of such County, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the County has caused this Note to be signed on its behalf by its Authorized Representative, as of this 26th day of February 2021.

**MORROW COUNTY, OREGON**

By: \_\_\_\_\_  
Darrell J. Green  
County Administrator

**RECEIPT FOR NOTE**

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

On behalf of Zions Bancorporation, N.A. (“Lender”), I hereby acknowledge that I have received Morrow County, Oregon (the “County”) Full Faith and Credit Financing Agreement Note, Series 2021 (the “Note”) dated February 26, 2021, in the aggregate principal amount of \$6,900,000 and executed by an authorized officer of the County. The Note has been received in satisfactory form.

Dated this 26th day of February 2021.

ZIONS BANCORPORATION, N.A.

By



Andrew Face  
Vice President

**RECEIPT FOR NOTE**

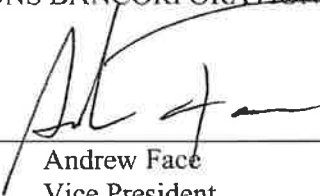
**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

On behalf of Zions Bancorporation, N.A. (“Lender”), I hereby acknowledge that I have received Morrow County, Oregon (the “County”) Full Faith and Credit Financing Agreement Note, Series 2021 (the “Note”) dated February 26, 2021, in the aggregate principal amount of \$6,900,000 and executed by an authorized officer of the County. The Note has been received in satisfactory form.

Dated this 26th day of February 2021.

ZIONS BANCORPORATION, N.A.

By



---

Andrew Face  
Vice President

## CERTIFICATE WITH RESPECT TO ISSUE PRICE

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

The undersigned, on behalf of Zions Bancorporation, N.A. (the “Purchaser”), hereby certifies as set forth below with respect to the purchase of the Morrow County, Oregon (the “Issuer”) Full Faith and Credit Note, Series 2021 (the “Note”).

1. ***Purchase of the Note.*** On the date of this certificate, the Purchaser is purchasing the Note for the amount of \$6,900,000. The Purchaser is not acting as an Underwriter with respect to the Note. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Note to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

(a) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Note, and by Mersereau Shannon LLP in connection with rendering its opinion that the interest on the Note is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Note.

*[Signature appears on the following page.]*



Dated this 26th day of February 2021.

ZIONS BANCORPORATION, N.A.

By

A handwritten signature in blue ink, appearing to read 'A. Face', is written over a horizontal line. The signature is stylized with a large initial 'A' and a long horizontal stroke.

Andrew Face  
Vice President

## **PURCHASER LETTER**

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

In connection with the purchase by the undersigned (the “Purchaser”) of the captioned Note (the “Note”) issued pursuant to the terms of, and as defined in, the Full Faith and Credit Financing Agreement dated as of February 26, 2021 (the “Financing Agreement”) between Morrow County, Oregon (the “County”) and Zions Bancorporation, N.A., the Purchaser hereby certifies as follows (undefined capitalized terms shall have the meaning set forth in the Financing Agreement):

The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits represented by the purchase of the Note.

2. The Purchaser has authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Note.

3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

4. The Purchaser is a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933 (the “1933 Act”).

5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Purchaser has made its own inquiry and analysis with respect to the County, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

6. The Purchaser acknowledges that it has either been supplied with or been given access to information which it has requested of the County as a result of the Purchaser having attached significance thereto, including financial statements and other financial information, regarding the County and has had the opportunity to ask questions and receive answers to its satisfaction from knowledgeable individuals concerning the County, the Note and the security therefor, so that it has been able to make its decision to purchase the Note.

7. The Purchaser understands that the Note (i) is not registered under the 1933 Act and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

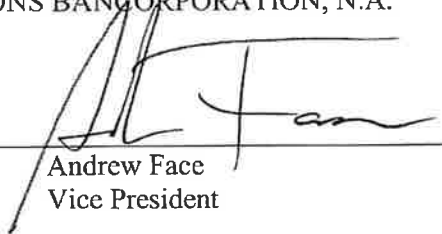
8. The Note is being acquired by the Purchaser for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Note in whole, with appropriate notice to the County, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

- (a) that is an affiliate of the Purchaser;
- (b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or
- (c) that is a qualified institutional buyer; or
- (d) that is a bank or an affiliate of a bank that is an "accredited investor" as defined in Regulation D promulgated under the 1933 Act.

9. The Purchaser has entered into this financing with no present intention to transfer or resell and it intends to book and hold the Note as a loan in our loan portfolio. To the extent the word "Note" may have been used in any way to reference the debt instrument, the Purchaser acknowledges that the word "Note" is for convenience only and not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933.

ZIONS BANGORPORATION, N.A.

By

  
Andrew Face  
Vice President

# CERTIFICATE OF DETERMINATION

**\$6,900,000**  
**Morrow County**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

The undersigned, Darrell J. Green, County Administrator of Morrow County, Oregon (the “County”) and as authorized in Resolution No. R-2021-3 of the County adopted on February 17, 2021 (the “Resolution”), and acting pursuant to the Resolution, hereby determines and establishes certain terms and other matters relating to the County’s Full Faith and Credit Financing Agreement (“Agreement”) and Full Faith and Credit Financing Agreement Note (the “Note”), Series 2021, each dated February 26, 2021, as set forth herein. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Resolution and the Agreement.

## **Section 1. PURCHASE OF NOTE**

The Note shall be purchased by Zions Bancorporation, N.A. (the “Lender”) subject to the conditions found in the Agreement and shall be in the aggregate principal amount of \$6,900,000. The authority to enter into the Agreement evidenced by the Note is the Resolution.

## **Section 2. PAYMENT SCHEDULE**

The Note shall be in the original principal amount of \$6,900,000 and shall bear interest at the rate of 1.79% per annum, amortized to the Maturity Date of February 15, 2036, calculated on a 30/360-day basis.

The County will repay the principal of the Note in annual payments on each June 1 commencing June 1, 2022, except for the final payment of the Note, which will take place on the Maturity Date, as described in the Agreement and as set forth in the amortization schedule attached to the Agreement in accordance with the provisions of the Agreement.

The County will pay interest on the Note semiannually every June 1 and December 1 commencing December 1, 2021, as described in the Agreement and as set forth in the amortization schedules attached to the Agreement in accordance with the provisions of the Agreement.

## **Section 3. QUALIFIED TAX-EXEMPT OBLIGATION**

The County has determined and certifies that (a) the Note is not a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code (the “Code”); (b) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) which the County and any entity subordinate to the County (including any entity that the County controls, that derives its authority to issue tax-exempt obligations from the County, or that issues tax-exempt obligations on behalf of the County) will issue during the calendar year in which the Note is issued will not exceed \$10,000,000; and (c) the amount of tax-exempt obligations, including the Note, designated by the County as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Note is issued does not exceed \$10,000,000. The County hereby designates the Note as a “qualified tax-exempt obligation” for the purposes of Section

265(b)(3) of the Code.

**Section 4.      PREPAYMENT**

The County has the option to prepay the Note, in whole or in part, on any date, upon thirty (30) days prior written notice to the Lender, at a prepayment price equal to the principal amount being prepaid on the prepayment date plus all accrued and unpaid interest through the prepayment date.

*[Signature appears on the following page.]*

Dated this 26th day of February 2021.

MORROW COUNTY, OREGON

By \_\_\_\_\_  
Darrell J. Green  
County Administrator

## TAX CERTIFICATE

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

I, the undersigned, Darrell J. Green, County Administrator of Morrow County, Oregon (the "County"), being the person duly charged, with others, with the responsibility for the issuance of the County's Full Faith and Credit Financing Agreement, (the "Agreement") and Full Faith and Credit Financing Agreement Note (the "Note"), Series 2021, dated February 26, 2021, and purchased by Zions Bancorporation, N.A. (the "Bank") in the aggregate principal amount of \$6,900,000 hereby certify, pursuant to Sections 1.148-2, 1.148-3, 1.148-4, 1.148-5, 1.148-6, 1.148-9 and 1.148-10 of the Treasury Regulations, as follows:

1. The Note is authorized pursuant to Resolution No. R-2021-3 of the County adopted by the Board of Commissioners of the County on February 17, 2021 (the "Resolution"), and the laws of the State of Oregon to fund the County's efforts to finance the acquisition, construction, equipping and furnishing of the North Morrow County Government Center in Irrigon, Oregon to consolidate County services (the "Project").

2. On the basis of the facts, estimates and circumstances in existence on the date hereof, I reasonably expect the following with respect to the use of the proceeds thereof:

(a) The total proceeds to be derived from the Note in the maximum amount of \$6,900,000, are expected to be needed and fully expended to pay the cost of the Project.

(b) The total proceeds to be received by the County will not exceed the amount necessary for the governmental purposes of the County, namely, to pay the cost of the Project and to pay the costs of issuance of the Note.

(c) The County reasonably expects (i) to spend or enter into binding contracts to spend at least 5% of the proceeds of the Note on costs of the Projects within six months from the date hereof; (ii) to spend at least 85% of the proceeds of the Note to costs of the Project within three years from the date hereof; and (iii) that the completion of the Project and allocation of the proceeds of the Note to costs of the Project will proceed with due diligence.

3. The payments under the Agreement shall be a full faith and credit obligation of the County payable from lawfully available, non-restricted funds of the County and other funds that may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon, and shall not be subject to annual appropriation. The Agreement will not be secured by any lien or security interest on any property, real or personal. The County's pledge of its full faith and credit constitutes an enforceable promise or contract by the County in accordance with ORS 287A.315.

4. The amounts derived from the Note may be invested as follows:

(a) Proceeds of the Note may be invested in an unrestricted yield for a period not to exceed 90 days from the date hereof. Earnings on such amounts may be invested at an unrestricted yield for a period not exceeding three years from the date hereof.

(b) Amounts other than proceeds derived from the Note may be invested at an unrestricted yield for a period not exceeding thirteen months from the date of the first deposit of such amounts to such funds or accounts. Earnings on such amounts may be invested at an unrestricted yield for a period not exceeding one year from the date of receipt of the amount earned.

(c) Amounts described in subparagraphs (a) and (b) that cannot be invested at an unrestricted yield pursuant to such subparagraphs shall be invested at a yield not in excess of the yield on the respective Note by any amount.

5. For purposes of this certificate, "yield" means that yield that, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the purchase price of such obligation. The yield on obligations acquired with amounts described in paragraph 4 and the yield on the Note shall be calculated by the use of the same frequency interval of compounding interest.

Such determinations regarding yield have been made on the basis of the representations made to the County by the Bank that the Bank is purchasing the Note for its own account and not with the present intent to reoffer to the public. All investments shall be purchased at fair market value and shall be limited to securities for which there is an established market or shall be a United States Treasury obligation that is purchased directly from the United States Treasury.

6. The County does not reasonably expect to sell, encumber or otherwise dispose of any property financed with the Note, except such parts or portions thereof that may be disposed of due to normal wear, obsolescence, or depreciation prior to the final maturity date of the Note.

7. There are no other obligations of the County that:

(a) are sold within 15 days of the date of the Note,

(b) are sold pursuant to the same plan of financing together with the Note, and

(c) are reasonably expected to be paid out of substantially the same source of funds as the Note.

8. No portion of the proceeds of the Note will be used as a substitute for other funds (replacement funds) that are otherwise expected to be available to be used as a source of payment of the Note and that have been or will be used directly or indirectly to acquire securities, obligations, annuity contracts or other investment-type property producing a yield in excess of the yield of the Note.

9. Except as specified herein, no funds that have been or will be used directly or indirectly to acquire securities, obligations, annuity contracts or other investment-type property producing a yield in excess of the yield of the respective Note have been or will be pledged to the payment of the Note.



10. The transaction contemplated herein does not attempt to circumvent the provisions of Section 148 of the Code and Treasury regulations to enable the County to exploit the difference between taxable and tax-exempt interest rates to gain a material financial advantage, or to increase the burden on the market for the tax-exempt obligations.

11. The execution and delivery of the Note is not occurring sooner than necessary, nor are the Note in a principal amount greater than is necessary, nor will the Note be outstanding longer than is necessary, for the governmental purposes of the County.

12. The County hereby covenants to comply with requirements for rebate of excess investment earnings to the United States of America. If applicable, the rebatable amount shall be computed annually and an amount equal thereto will be transferred to a Rebate Account to be established by the County. Amounts in the Rebate Account, together with interest earnings thereon, will be transmitted when and as due to the United States of America in compliance with the rebate requirements and are not expected to be used for payments on the Note.

13. The County covenants that it will not make or permit any use of the proceeds of the Note that, if such use had reasonably been expected on the date of the Note, would have caused the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, and applicable regulations promulgated thereunder, and further covenants that it will observe and not violate the requirements of Code Section 148 and any applicable regulations.

14. The County has not received notice that its Tax Certificate may not be relied upon with respect to its own issues, nor has it been advised that the Commissioner of the Internal Revenue Service has listed or is contemplating listing the County as a governmental unit whose tax certificate may not be relied upon.

15. The County is not aware of any facts or circumstances that would cause it to question the accuracy of the representations made by the Bank.

16. The County will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax the purposes of the interest component of the Note. The County shall not allow "private business use" of the Project, as such term is defined in Section 141(b) of the Code, without first obtaining an opinion of special counsel that such private business use will not adversely affect the exemption of the interest components of the Note from federal income taxation. As such, the Note will not be a "private activity bond" within the meaning of Section 148 of the Code.

17. The County will not reimburse itself with the proceeds of the Note for any expenditures made prior to the date hereof.

18. The Note is not federally guaranteed.

To the best of my knowledge, information and belief, the expectations herein expressed are reasonable, and there are no other facts, estimates or circumstances, other than those expressed herein, that would materially change the expectations herein expressed.

*[Signature appears on the following page.]*

Dated this 26th day of February 2021.

MORROW COUNTY, OREGON

By \_\_\_\_\_  
Darrell J. Green  
County Administrator

## NON-LITIGATION AND GENERAL CERTIFICATE

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

I, Darrell J. Green, certify that:

1. I am the County Administrator of Morrow County, Oregon (the “County”).
2. There is no action, suit, proceeding, or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the County, threatened against the County to restrain or enjoin the adoption of Resolution No. R-2021-3 adopted February 17, 2021 (the “Resolution”) or the execution and delivery of the County’s Full Faith and Credit Financing Agreement dated February 26, 2021 (the “Agreement”) and the County’s Full Faith and Credit Financing Agreement Note, Series 2021 (the “Note”), or the collection and application of funds as contemplated by the Agreement and the Note, that, in the reasonable judgment of the County, would have a material and adverse effect on the ability of the County to pay the amounts due under the Agreement and the Note.
3. The adoption of the Resolution and the execution and delivery of the Agreement and the Note do not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, resolution or other agreement to which the County is a party or by which it is bound.

*[Signature appears on the following page.]*

Dated this 26th day of February 2021.

MORROW COUNTY, OREGON

By \_\_\_\_\_  
Darrell J. Green  
County Administrator

[to be placed on County letterhead]

**ASSESSOR'S CERTIFICATE**

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MORROW                )

I, Mike Gorman, the duly elected and qualified Assessor for Morrow County, Oregon, do hereby certify that, as shown by the books and records of my office, the real market value as reflected in the last certified assessment roll of all taxable property within Morrow County, Oregon, subject to assessment for tax purposes for the tax year 2020-2021, is the sum of \$\_\_\_\_\_.

In testimony thereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

By: \_\_\_\_\_  
Mike Gorman  
Assessor

**CERTIFICATE REGARDING OUTSTANDING DEBT**

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Agreement and Note**  
**Series 2021**

I, Darrell J. Green, County Administrator of Morrow County, Oregon, certify that the County has no outstanding debt under Oregon Revised Statutes Section 287A.105.

DATED as of this 26<sup>th</sup> day of February 2021.

MORROW COUNTY, OREGON

By \_\_\_\_\_  
Darrell J. Green  
County Administrator

**RECEIPT FOR PROCEEDS**

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

On behalf of Morrow County, Oregon (the "County") I, Darrell J. Green, County Administrator of the County, acknowledge receipt of the proceeds of the County's Full Faith and Credit Financing Agreement Note, Series 2021 (the "Note"), dated February 26, 2021, issued to Zions Bancorporation, N.A. (the "Lender") in the aggregate principal amount of \$6,900,000 as follows:

Note Proceeds	<u>\$6,900,000.00</u>
Total Received	<u>\$6,900,000.00</u>

*[Signature appears on the following page.]*



Dated this 26th day of February 2021.

MORROW COUNTY, OREGON

By \_\_\_\_\_  
Darrell J. Green  
County Administrator

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

IN THE MATTER OF AUTHORIZING A )  
FINANCING AGREEMENT AND NOTE ) RESOLUTION NO. R-2021-3  
IN AN AMOUNT NOT-TO-EXCEED )  
\$6,900,000; PLEDGING THE COUNTY'S )  
FULL FAITH AND CREDIT )

**RECITALS**

**WHEREAS**, the above-entitled matter came before the Board of Commissioners on February 17, 2021; and

**WHEREAS**, Oregon Revised Statutes ("**ORS**") Chapter 287A, prescribes the manner for local government borrowing; and

**WHEREAS**, ORS 287A.105 provides that a county may incur indebtedness within the meaning of Section 10, Article XI of the Oregon Constitution when authorized by law, so long as such indebtedness does not exceed (a) one percent of the real market value of all taxable property in the county; or (b) a limitation contained in the county charter; and

**WHEREAS**, there are no outstanding obligations of the County which are secured by the full faith and credit of the County and that are payable from taxes the County may levy within the limitations of Section 11b, Article XI of the Oregon; and

**WHEREAS**, ORS 287A.315 allows for the County to pledge its full faith and credit and taxing power for the repayment of indebtedness that is secured by all lawfully available funds of the County; and

**WHEREAS**, the Board of Commissioners finds that is in best interest of the County to finance the acquisition, construction, equipping and furnishing of the North Morrow County Government Center in Irrigon, Oregon to consolidate County services (the "**Project**"); and

**WHEREAS**, the cost of the Project is estimated to be not less than the amount of the Agreement (as defined below), including costs associated with financing the Project; and

**WHEREAS**, the County is authorized pursuant to the Constitution and laws of the State of Oregon, specifically ORS Sections 271.390 and 287A.315, to enter into a financing agreement and pledge its full faith and credit to finance authorized projects; and

**WHEREAS**, it is in the best interest of the County to authorize and enter into a financing agreement and note (collectively, the "**Agreement**") to finance the cost of the Project and to pay all costs incidental thereto.

**NOW THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:**

1. **Authorization.** The County hereby authorizes the execution and delivery of the Agreement to finance the Project. The Agreement shall be in the aggregate principal amount not to exceed \$6,900,000, shall bear interest at a rate not to exceed 2.0% and the term shall be for not more than fifteen (15) years.

2. **Payments.** The obligation of the County to make the payments under the Agreement shall be a full faith and credit obligation of the County, and shall not be subject to annual appropriation. The payments due under the Agreement shall be payable from the general, non-restricted revenues of the County and other funds which may be available for that purpose, including taxes levied within the restrictions of sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The Owner of the Agreement shall not have a lien or security interest on any property of the County, including the property financed with the proceeds of the Agreement.

3. **Designation of Authorized Representative.** Pursuant to ORS 287A.300, the Board of Commissioners hereby authorizes the Chair of the Board of Commissioners or the County Administrator (the "**Authorized Representative**") to act on behalf of the County and determine the remaining terms of the Agreement as specified in Section 4.

4. **Delegation of Final Terms of the Agreement and Additional Documents.** The Authorized Representative is hereby authorized, on behalf of the County, to:

a. Establish the dated date, interest payment dates, interest rates (not to exceed the rate stated in Section 1 of this Resolution), the principal maturities, the final principal amount (not to exceed the principal amount stated in Section 1 of this Resolution), and to establish default and remedy provisions, covenants and prepayment provisions for the payments under the Agreement;

b. Prepare the Agreement which the Authorized Representative determines to be in the best interests of the County, and to execute and deliver the Agreement;

c. Enter into covenants and any other agreement and to execute any other certificates or documents, and take any actions, which are necessary or desirable to finance the Project in accordance with this Resolution; and

d. Select the Owner of the Agreement in the manner determined by the Authorized Representative

5. **Maintenance of Tax-Exempt Status.** The County hereby covenants to use the proceeds of the Agreement and the Project, and to otherwise comply with all provisions of the Internal Revenue Code of 1986, as amended (the "**Code**") which are required for the interest component of the payments payable under the Agreement to be excluded from gross income for federal income tax purposes, as provided in the Agreement. The County makes the following specific covenants with respect to the Code:

- a. The County will not take any action or omit any action if it would cause the Agreement to become an arbitrage bond under Section 148 of the Code.
- b. The County shall operate the Project so that the Agreement does not become a private activity bond within the meaning of Section 141 of the Code.
- c. The County shall comply with appropriate reporting requirements.
- d. The County shall pay, when due, all rebates and penalties with respect to the Agreement which are required by Section 148(f) of the Code.

The covenants contained in this Section 5 and any covenants in the closing documents for the Agreement shall constitute contracts with those who shall own the Agreement from time to time (the "**Owner**") and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the County to protect the tax-exempt status of the Agreement.

6. **Bank Designation.** The Authorized Representative is hereby authorized to designate the Agreement for purposes of paragraph (3) of Section 265(b) of the Code as a "qualified tax-exempt obligation" so long as the Agreement does not constitute a private activity bond as defined in Section 141 of the Code, and not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a) of the Code from gross income for federal income tax purposes (excluding, however, private activity bonds other than qualified 501(c)(3) bonds) including the Agreement, have been or shall be issued by the County, including all subordinate entities of the County, if any, during the calendar year in which the Agreement is entered into.

7. **Appointment of Special Counsel.** The County hereby appoints Mersereau Shannon LLP as special counsel to the County for the execution of the Agreement.

8. **Resolution to Constitute Contract.** In consideration of the purchase and acceptance of the Agreement by the Owner, the provisions of this Resolution shall be part of the contract of the County with the Owner and shall be deemed to be and shall constitute a contract between the County and the Owner. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Agreement, including without limitation the County's covenants and pledges contained in Section 2 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be contracts for the equal benefit, protection and security of the Owner, all of which shall be of equal rank without preference, priority or distinction of any over any other thereof.

9. **Conditional Redemption.** Any notice of optional redemption may state that the optional redemption is conditional upon receipt by the Owner of moneys sufficient to pay the redemption price of such obligations or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the County to the Owner as promptly as practicable upon the failure of such condition or the occurrence of such other event.


10. **Defeasance.** The County may defease the Agreement by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Agreement to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Agreement until their maturity date or any earlier redemption date. The Agreement that has been defeased pursuant to this paragraph shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this resolution except the right to receive payment from such special escrow account.

11. **Closing of the Sale and Delivery of the Agreement.** The Authorized Representative is authorized to determine and execute all the documents, including a tax certificate, and perform any and all other things or acts necessary for the sale and delivery of the Agreement as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the Board of Commissioners of the County.

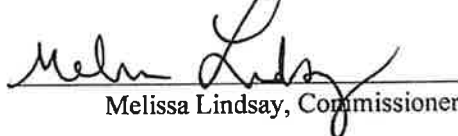
12. **Effective Date.** This Resolution shall become effective upon passage by the Board of Commissioners.

DATED this 17<sup>th</sup> day of February 2021.

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

  
Don Russell, Chair

  
Jim Doherty, Commissioner

  
Melissa Lindsay, Commissioner

Approved as to Form:

  
Morrow County Counsel

# CERTIFICATE OF PROCEEDINGS

**\$6,900,000**  
**Morrow County, Oregon**  
**Full Faith and Credit Financing Agreement and Note**  
**Series 2021**

I, Darrell J. Green, certify as follows:

1. I am the County Administrator of Morrow County, Oregon (the “County”);
2. The following listed documents, which are contained in the Transcript of Proceedings of the County’s Full Faith and Credit Financing Agreement (the “Agreement”) and Full Faith and Credit Financing Agreement Note, Series 2021 (the “Note”), dated February 26, 2021, issued by the County to Zions Bancorporation, N.A. (the “Lender”) in the aggregate principal amount of \$6,900,000, are true and correct copies of the original documents that are on file in the official records of the County:
  - a. Resolution No. R-2021-3 dated February 17, 2021, which was adopted at a meeting of the Board of Commissioners of the County of the same date (the “Resolution”); and
  - b. Minutes of the meeting of February 17, 2021.
3. The meeting at which the Resolution referred to in Paragraph 2 above was adopted was duly convened and held in all respects in accordance with law and, to the extent required by law, due and proper notice of such meeting was given; a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Board of Commissioners of the County voted in the proper manner and for the enactment of the Resolution, and all other requirements and proceedings under law incident to the proper enactment and adoption or passage of such Resolution has been duly fulfilled, carried out, and otherwise observed.
4. The Resolution is in full force and effect and has not been modified, amended, or repealed except as described above. All meetings of the Board relating to the authorization and delivery of the Agreement and Note have been:
  - a. held within the geographic boundaries over which the Board of the County has jurisdiction, or at the administrative headquarters of the County or at the other nearest practical location;
  - b. open to the public, allowing all people to attend;
  - c. held at places that do not practice discrimination on the basis of race, creed, color, sex, age, national origin or disability;
  - d. announced by public notice reasonably calculated to give actual notice to interested persons, including the news media which have requested notice,

such notice has included the time and place of the meeting and the principal subjects anticipated to be considered at such meeting;

- e. in the case of special meetings, announced with at least 24 hours' notice to members of the governing body, the news media which have requested notice and to the general public;
- f. conducted in accordance with internal procedures of the governing body with a quorum of the governing body in attendance;
- g. conducted in a place accessible to the disabled; and
- h. held with a good faith effort made to have an interpreter for hearing impaired persons, to the extent requested by such a person, at its regularly scheduled meetings and held with a reasonable effort made to have an interpreter for hearing impaired persons, to the extent requested by such a person, at its special meetings (as required and defined in ORS 192.630 (5), as amended).

*[Signature appears on the following page.]*

Dated this 26th day of February 2021.

MORROW COUNTY, OREGON

By \_\_\_\_\_  
Darrell J. Green  
County Administrator



▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19a	If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>	
b	If bonds are BANs, check only box 19b		<input type="checkbox"/>	
20	If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ \_\_\_\_\_ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ \_\_\_\_\_ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶ \_\_\_\_\_

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/>		
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>		
<b>41a</b>	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>		
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/>		
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>		
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____	Date 02/26/2021	Type or print name and title _____		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶		02/26/2021		██████████
	Firm's address ▶				██████████
			Phone no.		

**MERSEREAU ■ SHANNON<sup>LLP</sup>**

*Attorneys at Law | Founded in 1885*

February 26, 2021

Morrow County  
PO Box 788  
Heppner, OR 97836

Zions Bancorporation, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, UT 84133

Re: \$6,900,000 Morrow County, Oregon Financing Agreement and Note, Series 2021

We have acted as special counsel in connection with the authorization of a Full Faith and Credit Financing Agreement Note, Series 2021 (the “Note”) issued by Morrow County, Oregon (the “County”) pursuant to a Full Faith and Credit Financing Agreement between the County and Zions Bancorporation, N.A. (the “Lender”), dated as of February 26, 2021 (the “Agreement”). We have examined the law and such certified proceedings of the County and other papers as we deem necessary to render this opinion.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Agreement or the Note and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the representations of the County contained in Resolution No. R-2021-3 of the County adopted on February 17, 2021 (the “Resolution”), the Agreement, the Note, and the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Note, the Agreement and the Resolution have been legally authorized, executed and delivered by the County under and pursuant to the Constitution and statutes of the State of Oregon, and the Note, the Agreement and the Resolution are valid and legally binding obligations of the County enforceable in accordance with their terms.

2. The payments under the Agreement and the Note are a full faith and credit obligation of the County payable from lawfully available, non-restricted funds of the County, other funds that may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon, and is not subject to annual appropriation. The Agreement is not secured by any lien or security interest on any property, real or personal.

3. Assuming compliance by the County with its covenants concerning the tax status of the interest on the Note, the interest on the Note is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinions set forth in the preceding sentence are subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Note in order that the interest component be, or continue to be, excluded from gross income for federal income tax purposes. The County has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of the interest on the Note in gross income for federal income taxes to be retroactive to the date of the Note. Except as set forth in paragraphs 4 and 6 below, we express no opinion regarding other federal tax consequences arising with respect to the Note.

4. The County has designated the Note as a “qualified tax-exempt obligation” for purposes of paragraph (3) of Section 265(b) of the Code.

5. The interest on the Note is exempt from present State of Oregon personal income taxes.

6. The Note is not a “private activity bond” within the meaning of Section 141 of the Code.

It is to be understood that the rights of the Lender under the Note and Agreement, and the enforceability thereof, are subject to (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable, (ii) the application of equitable principles and to the exercise of judicial discretion in appropriate cases, (iii) common law and statutes affecting the enforceability of contractual obligations generally, and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the County.

This opinion is given as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

This opinion is provided to you as legal opinion only and not as a guaranty or warranty of the matters discussed in this letter. No opinions may be inferred or implied beyond the matters expressly stated herein. No qualification, limitation or exception contained herein shall be construed in any way to limit the scope of other qualifications, limitations and exceptions. For purposes of this opinion, the terms “law” and “laws” do not include unpublished judicial decisions, and we disclaim the effect of any such decision on this opinion.

Respectfully submitted,

THE  
COMMERCE  
BANK  
OF OREGON

*An Exceptional Business Bank*

Closing Memorandum

Andrew Face  
Vice President  
206-393-8356  
[Andrew.Face@TCBOregon.com](mailto:Andrew.Face@TCBOregon.com)

**Date:** February 22, 2021  
**To:** Closing Participants  
**Subject:** Morrow County, Oregon  
\$6,900,000  
Full Faith & Credit Financing Agreement and Note, 2021  
Closing Memorandum  
**Closing:** Approximately 9:00 am, Friday, February 26, 2021  
**Location:** Via Email

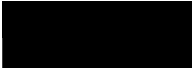
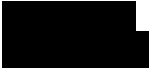
**I. OVERVIEW**

- a. On the morning of Closing, Zions Bancorporation, N.A. (the "Lender") will deliver to Morrow County the full amount of \$6,900,000.
- b. Upon confirmation of receipt of the funds, the County's Bank (Bank of Eastern Oregon) will notify the County's Special Counsel of the receipt:

Jim Shannon, Mersereau Shannon, LLP  
Direct Line: (503) 517-2411, Email: [jshannon@MerShanLaw.com](mailto:jshannon@MerShanLaw.com)

**II. SETTLEMENT FROM THE LENDER**

On the morning of closing the Lender will deliver by wire transfer funds totaling \$6,900,000 according to these instructions:

Amount:	<b>\$6,900,000</b>
Bank Name:	Bank of Eastern Oregon
	
Account Name:	Morrow County
Financial Institution Address:	269 N Main Street Heppner, OR 97836
Bank Contact:	Jessica Peterson, (541) 676-9884

**III. APPLICATION OF FUNDS RECEIVED:**

- a. The City will apply the **\$6,900,000.00** received from the Settlement described above to their general fund.

**IV. Sources and Uses of Funds**

<b>Sources:</b> Par Amount:	\$ 6,900,000
<b>Total:</b>	<b><u>\$ 6,900,000</u></b>
<b>Uses:</b> Project Fund	\$ 6,900,000
Note Counsel Fee:	26,000
<b>Total:</b>	<b><u>\$ 6,874,000</u></b>

**V. Costs of Issuance**

Mersereau Shannon LLP will invoice the County for Special Counsel services. No other costs of issuance are associated with this financing.

**VI. Closing Participants**

**Morrow County**

Darrell Green, County Administrator, [dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us), (541) 676-2529

Kate Knop, Finance Director, [kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us), (541) 676-5615

Melissa Lindsay, County Commissioner, [mlindsay@co.morrow.or.us](mailto:mlindsay@co.morrow.or.us)

Jaylene Papineau, County Treasurer, [Jpapineau@co.morrow.or.us](mailto:Jpapineau@co.morrow.or.us)

**Special Counsel, Mersereau Shannon, LLP**

Jim Shannon, [jshannon@mershanlaw.com](mailto:jshannon@mershanlaw.com), (503) 517-2411

Courtney Dausz, [cdausz@mershanlaw.com](mailto:cdausz@mershanlaw.com), (503) 595-0913

Kevin Johnson, [kjohnson@mershanlaw.com](mailto:kjohnson@mershanlaw.com), (503) 517-2412

**Lender, Zions Bancorporation, N.A., dba The Commerce Bank of Oregon,**

Andrew Face, Banker, [Andrew.Face@TCBOregon.com](mailto:Andrew.Face@TCBOregon.com), (206) 393-8356

Kirsi Hansen, Closing Coordinator [Kirsi.Hansen@Zionsbancorp.com](mailto:Kirsi.Hansen@Zionsbancorp.com), (801) 844-7769

Kenn Hunter, Closing Coordinator [Kenneth.Hunter@zionsbancorp.com](mailto:Kenneth.Hunter@zionsbancorp.com), (801) 844-7119

Daniel Ellison, Bank Counsel, [Daniel.Ellison@zionsbancorp.com](mailto:Daniel.Ellison@zionsbancorp.com), (801) 844-7874

**County's Bank**

Jessica Peterson

Bank of Eastern Oregon

[JPeterson@beobank.com](mailto:JPeterson@beobank.com).

(541) 676-9125



**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 find attached a draft for the next round of funding with Tillamook and Morrow County funds. Also attached is a summary of charitable organization types.

As this is our fourth round of grant applications, I have incorporated several updates that were not included in previous applications for various reasons. Some of the notable updates are identifying previous sources of funding and the locality or agency disbursing said funds; a written narrative of the applicant needs for funds; charity types (501(c)'s), requiring relevant licenses and/or permits based on business type (e.g. restaurants, mobile vendors, stylists,etc), as well as providing a profit/loss statement for a defined time period (March 1,2019-December 31, 2019 compared to March 1,2020-December 31, 2020).

I request the Board discuss the attached application and synopsis of applicable charitable organizations. If the Board moves forward with the application (as amended), staff would request that a team comprised of the Community Development Director, Finance Director, County Administrator, and a Board of Commissioners' representative to establish a timeline to organize the roles and goals to ensure timely marketing, process, review, and disbursement of funds.

**2. FISCAL IMPACT:**

Not applicable at this stage of the process.

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

1. Approve the draft application with Board changes
2. Formation of a review team

Attach additional background documentation as needed.



# Morrow County Grant Application Draft

1. Business Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

2. Business Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

3. Business Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

4. Owner Name: \_\_\_\_\_

First M.I. Last

5. Owner Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

6. Owner Phone Number: \_\_\_\_\_

7. Owner Email: \_\_\_\_\_

8. Secretary of State Registration Number: \_\_\_\_\_

**(Must be active upon application)**

9. Is your business headquartered in Morrow County?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is the address?

Business Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

10. Employer Identification Number: \_\_\_\_\_

**(Must provide copy of W-9 with this application)**

11. Is your business one of the following?

- 501(c)(3) Charitable organizations

Yes \_\_\_\_\_ No \_\_\_\_\_

- 501(c)(4): Civic Leagues, Social Welfare Organizations, and Local Associations of Employees

Yes \_\_\_\_\_ No \_\_\_\_\_

- 501(c)(5): Labor, Agricultural and Horticultural Organizations

Yes \_\_\_\_\_ No \_\_\_\_\_

- 501(c)(6): Business Leagues, Chambers of Commerce, Real Estate Boards, etc.:

Yes \_\_\_\_\_ No \_\_\_\_\_

- 501(c)(7): Social and Recreational Clubs:

Yes \_\_\_\_\_ No \_\_\_\_\_

- 501(c)(8): Fraternal Beneficiary Societies and Associations:

Yes \_\_\_\_\_ No \_\_\_\_\_

Non-Profits: Business mission/purpose;

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Have you received COVID-related grant funding in the past year? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please list the amounts, funding source (Locality, State, Federal source), date awarded, and the locality where you received the award:

<b>\$ Amount</b>	<b>Funding Source</b>	<b>Date</b>	<b>Locality</b>

*Please use a separate page for additional funding awards*

12. Was your business forced to close as a result of the Governor's Executive Order EO-20 and/or EO-65?

Executive Order 20:            Yes    \_\_\_\_\_            No    \_\_\_\_\_

Executive Order 65:            Yes    \_\_\_\_\_            No    \_\_\_\_\_

Explain closure of your business (i.e. forced to close doors, forced to cancel event etc.);

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13. Did you start your business before January 1, 2020?

Yes    \_\_\_\_\_            No    \_\_\_\_\_

14. Did your business show a loss in sales (or loss in profit loss of greater than 25% between March and December 2019 and March and December 2020?

Yes    \_\_\_\_\_            No    \_\_\_\_\_

Estimated amount of losses to your business in 2020 due to COVID 19

\$ \_\_\_\_\_

*If yes, you must provide a profit and loss statement from March 1, 2019 through December 31, of 2019 and 2020. Must be a signed and certified true and accurate complete profit and loss.*

14. Number of Employees you employ in Morrow County

\_\_\_\_\_ 1-5

\_\_\_\_\_ 6-10

\_\_\_\_\_ 10-25

\_\_\_\_\_ over 25

15. Check the appropriate business type\*

\_\_\_\_\_ Dine in restaurant # of days open per week normally \_\_\_\_\_

\_\_\_\_\_ Hospitality business

\_\_\_\_\_ Take out only food establishment

\_\_\_\_\_ Catering

\_\_\_\_\_ Mobile Food Vendor

\_\_\_\_\_ Home-Based Business

\_\_\_\_\_ Independent Contractor (Cosmetologist, Masseuse, etc)

\*You must provide a copy of your permit or license issued by the locality, County, or State Agency

16. Please briefly describe how COVID-19 has affected your business:

DRAFT

**Certification**

1. By signing this application, I hereby certify that all information provided in this application and required documents submitted as part of this application are true.
  2. I understand that my business name and any grant funds awarded from this particular grant application becomes part of the public record and may be released to the public upon request.
  3. I understand that third party fees are prohibited (i.e. charging a business owner a fee or percentage of grant award to submit a grant application on their behalf).
- 
-

**Signature**  
**Business Owner/Authorized Agent**

**Printed Name**  
**Business Owner/Authorized Agent**

**Required Attachments:**

1. W-9 Form
2. Business License, Business use permit, or other evidence of business as required by law
3. Evidence of State of Oregon (SoS) business registry
4. Evidence of Non-Profit Status
5. If submitting the application as a certified agent, a signed statement from the business owner to make application authorizing the agent must be attached
6. Profit/Loss statement for the time period of March 1, 2019 through December 31, 2020  
AND March 1, 2020 through December 31, 2020

DRAFT

## What are the different types of 501(c) organizations?

There are 29 kinds of 501(c) organizations. While the 501(c)(3) classification might be the best-known, here are some other options that may better fit your needs.

### 501(c)(4): Civic Leagues, Social Welfare Organizations, and Local Associations of Employees

A 501(c)(4) exemption is the most popular type after the 501(c)(3). Groups that qualify for a 501(c)(4) exemption are supposed to promote social welfare, so organizations like volunteer fire stations and Rotary Clubs are the entities that normally seek a 501(c)(4) exemption.

They get a bad reputation, however, because they are technically allowed to lobby for the furtherance of whatever social mission they embody. As not everyone agrees on what benefits society, some 501(c)(4) organizations are seen as a political problem. Don't write this exemption off, though: A lot of c4 groups do good work.

Some donations to a 501(c)(4) are tax deductible, and others are not. Normally, a c4 has to disclose that information whenever it solicits donations.

### 501(c)(5): Labor, Agricultural and Horticultural Organizations

Labor and agricultural unions typically seek a 501(c)(5) exemption. There aren't many active unions registered with the IRS, but famous labor organizations like Unite Here, United Auto Workers, and the Teamsters all have 501(c)(5) exemptions.

Though some people disagree with giving organized labor groups tax-exempt status, as they are occasionally believed to have political agendas, the reasoning behind the decision is that these groups spend member dues to better the lives of the laborers and farmers they represent. Donations, or dues paid, are also typically deductible, but as a business or trade expense rather than a charitable contribution.

### 501(c)(6): Business Leagues, Chambers of Commerce, Real Estate Boards, etc.

501(c)(6) is another slightly controversial tax-exempt status, since the organizations that would qualify for it represent businesses that do turn a profit. A 501(c)(6)-qualified group is typically an association or league of business owners who have united for a common purpose, like furthering the interests of their members within the local community, or giving business owners a united voice to effect change.

The NFL, which has been under fire for its tax-exempt status, is a 501(c)(6). As with c5 organizations, though, any dues paid or donations given to a c6 do not qualify as tax-deductible, charitable contributions.

## 501(c)(7): Social and Recreational Clubs

There are only a few hundred 501(c)(7) groups registered with the IRS. To qualify, the entity has to be created solely for recreation or other social purposes, so you'll often see country clubs with a 501(c)(7) status. Though these entities do collect dues, any money coming in has to be used in the best interest of the club's members. Since no profit is generated, there is nothing to tax.

## 501(c)(8): Fraternal Beneficiary Societies and Associations

Like c7s, 501(c)(8)-qualified groups are sustained by member fees and donations. Interestingly, the only fraternal societies that qualify for c8 deductions are those that operate with a lodge or chapter system. They also need to prove they offer a system of support, like discounted insurance or death benefits, for their members and their members' immediate families. Fraternal societies that use a lodge system and don't offer these benefits can still qualify for tax-exempt status, but they have to apply for a 501(c)(10) exemption and devote their earnings to charitable causes.

The one unifying factor for all tax-exempt, 501(c)-qualified entities is the fact that the IRS will keep a close eye on their finances. If you are considering forming a nonprofit entity, it's a good idea to talk your options over with an attorney or another expert. Though a 501(c)(3) exemption is the most popular, it may not be right for your nonprofit. Choosing the right 501(c) designation for your mission will make compliance much easier, alleviating the worry of losing your tax-exempt status.

Source: <https://www.business.com/articles/5-popular-types-501c/>

6h

INSERT COUNTY LETTERHEAD

FOR IMMEDIATE RELEASE  
February XX, 2021

Contact: [CONTACT]

## [COUNTY] Welcomes Introduction of Coronavirus Relief Package with Essential Aid

[LOCATION] – [COUNTY] today applauded the U.S. House Oversight and Reform Committee’s passage of the State and Local Coronavirus Fiscal Recovery Funds, part of the next potential round of COVID-19 federal relief, and urges the full the House and Senate to pass the bill as quickly as possible. The bill includes \$350 billion in critical aid to state, local and territorial governments, including [INSERT YOUR COUNTY’S ALLOCATION] for [COUNTY].

We thank members of the House Committee on Oversight and Reform for unveiling the State and Local Coronavirus Fiscal Recovery Funds, which includes much-needed aid to America’s state and local governments on the front lines of the coronavirus pandemic. This bill recognizes our role in mitigating and ending COVID-19 and supports the essential frontline services we deliver.

[INSERT QUOTE ABOUT YOUR COUNTY’S PANDEMIC RESPONSE AND ITS FISCAL IMPACTS]

Counties are committed to working with members of Congress on both sides of the aisle and the new administration to secure direct, flexible and equitable funding for counties of all sizes, so that together, we can protect the health of our residents and our economy.

As counties continue to respond to the pandemic, we focus on effective governance – public health and economic recovery – over partisan politics. We are committed to working in a bipartisan fashion to secure direct, flexible and equitable funding for counties of all sizes, with the shared goal of keeping our residents healthy and our communities safe and vibrant.

The light is at the end of the tunnel. We call for strong bipartisan support in finishing the fight against the coronavirus pandemic together.

###





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

(For BOC Use)
Item #
611

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

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

Phone Number (Ext): 5620
Requested Agenda Date: 2/24/2021

Emergency Command Update - COVID Pay Extension

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: 2 mins
Purchase Pre-Authorization
Other

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

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Lindsay Grogan 2/19/2021 Human Resources \*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Family First Coronavirus Response Act FFCRA expired on 12/31/2020. Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

COVID PAY A - FULL PAY-

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

COVID PAY B - 2/3 PAY -

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

As of 12/31/2020, we are no longer required to provide paid leave. However, COVID A and B were extended through 2/28/21. I would like to recommend to extend COVID Pay through 3/31/21 as well. This benefit will help Morrow County limit the spread by isolating incidents and ensuring that employees will take the time off when recommended by the a local Public Health Authority.

## **2. FISCAL IMPACT:**

Varies depending on employee exposure and outbreaks.

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

Motion to extend providing COVID paid leave for employees until the end of March 2021.

Attach additional background documentation as needed.

# ROAD REPORT FEBRUARY 2021

**BLADING OPERATIONS:** Grader operators continue blading roads when time allows and the weather cooperates.

**BOMBING RANGE:** The road crew finished the shoulder work project on Bombing Range between mile post one and the Navy entrance.

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

**CATTLE GUARDS:** Various cattle guards around the county are being cleaned and repaired.

**WINTER STORMS:** We have been plowing and sanding roads when necessary. Deicer has been applied to roads around the county.

**CHIP SEAL PREP:** Chip Seal rock is being stock piled for this springs chip seal projects.

**LITTLE BUTTER CREEK:** Crew members have been working on building up shoulders and sloping banks on Little Butter Creek in preparations for paving this summer.

**PERMITS:** Following are the permits approved during the month of February.

274/274a	906	Third Street SouthWest	Brenna Bowman & Al Phillips	Approach		02/02/2021	02/10/2021
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## Finance

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

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

TO: Board of Commissioners & Interested Parties

FROM: Kate Knop, Finance Director

DATE: February 24, 2021

RE: Finance Department – Quarterly Report

- Financial Statements for FY 2019-2020
  - Independent Auditor & Financial Statements:
    - February 15, 2021; and
    - March 10, 2021.
- Budget FY 2021-2022
  - November 30<sup>th</sup> - decision 'asks' due from departments;
  - February 19<sup>th</sup> – budgets due to finance;
  - March 8 – 19<sup>th</sup> – internal department budget review; and
  - April 13-15<sup>th</sup> public budget hearings.
- Long Range Planning
  - Monthly work sessions (Heppner & Zoom):
    - November 4<sup>th</sup>;
    - December 16<sup>th</sup>; and
    - January 21<sup>st</sup> (forecast only).
- COVID – 19
  - Coronavirus Relief Fund (CRF):
    - CRF Reimbursement - Phase 8, aggregate \$552,625.46;
    - CRF Grant Distribution - \$601,778; and
    - Cultural Trust, improvements at the fairgrounds, \$33,165.
- Resiliency - Special Reserve Fund
  - Resiliency Grant Distribution:
    - Awards: 50, \$371,933; and
    - Award: 1, \$9,896.
  - Tillamook & Business Oregon Grant (Partnership):
    - Awards: 12, \$30,000.
- Morrow County Retirement Plan
  - Retirees: 6; and
  - *Retirement Benefit Estimate Requests: 6 members.*
- Finance Team
  - *Quarterly reports enclosed*

Morrow County Finance Department  
Staff Accountant Quarterly Report  
October – December 2020

FIXED ASSETS:

For Audit:

- Reconciled and balanced Fixed Assets for the Fiscal Year 2019/2020.
- Added 65 new assets valued at \$1,739,588; average cost = \$26,763.
- Disposed of 94 assets valued at \$232,809; average cost = \$2,477, average age of disposed assets 18 years.
  - Grand total of all depreciable assets = \$172,513,466.
  - Accumulated Depreciation = (101,665,712).
  - Net value of depreciable assets = \$70,847,754.
- Monitor, review and capture costs for ongoing capital projects.
- Receive documentation from all departments for Fixed Asset dispositions.
- Continue quest to locate documentation of assets that are no longer in service or possession of the County.

Insurance:

Reconcile CIS insurance schedules to the Fixed Assets and triangulate to the Department Equipment Lists.

Insurance schedules currently include:

- 167 Autos valued at \$4,813,768.
- 90 Mobile units valued at \$4,334,669.
- 80 Property items valued at \$35,533,653.

Monitor insurance claims, provide additional information as needed. Communicate new acquisitions and dispositions.

RECONCILIATIONS:

Update approximately nine different ongoing monthly reconciliations to assure revenue and expenditures are balanced, and County is in compliance with any pass-through agreements.

ACCOUNTS PAYABLE / CONTRACTS:

Reviewing weekly Accounts Payable claims focusing on budget requirements and contract and procurement compliance. Continue to maintain list of contracts with emphasis on their fiscal impact and revenue source.

COVID-19:

Reconcile, review and prepare CARES reimbursement request to State for Round 5, 6, 7, and 8.

QUARTERLY AND ANNUAL REPORTS:

Continue to construct and improve processes for efficient extraction of fiscal data to allow for timely report filing. Provided fiscal information for eight reports for the final quarter of the fiscal year working with six different departments. One of these reports consisted of nineteen individual reports that all must be cross check with the CARES reimbursement request to ensure each expenditure is only being reported once to prevent “double-dipping”.

## OCTOBER – DECEMBER 2020 Quarterly Duty Summary

Processed three monthly Retirement Tax payments with IRS and four States.

### Tracked & Reconciled:

17 Centurylink accounts  
8 US Cellular accounts  
8 Verizon accounts  
7 Devin Oil accounts  
8 MCGG accounts  
5 Pitney Bowes accounts

I tracked our 47 VISA accounts and updated the spreadsheet on the amount spent for the Fiscal Year. I communicated with any dept that hadn't turned in their bill to verify if they had any activity on their card during the previous month.

I tracked and reconciled our 15 Copier accounts, as we are in the process of switching all accounts over to one vendor. Roberta and I believe we have the final invoices paid up for the Ricoh machines we have switched out to date.

Assisted with gathering information and running reports as per requested by Auditors.

Assisted with compiling the proper paperwork needed to process checks for the COVID Grants and created new Vendor accounts. Tillamook-Business Oregon Grant had 12 recipients, Resiliency Grant had 50 recipients, and the CARES Grant had 40 recipients-with an additional paid in January.

I have reconciled the 1099 report for payments reflected through December 31, 2020. The forms will be ready to print out by mid-January.

### Standard Duties:

- Monthly, I requested W-9s from vendors in our system that we have never received a form from, sometimes by sending a request through their website, other times by sending a letter and copy of the form.
- Daily, I handled inquiries from various depts. I expedited my research so the depts had their answers and could move forward with whatever had them making the request in the first place.
- I pulled information on purchases/contracts from our archived files or BOC meeting packets to attach to Capital Outlay invoices when they come in. I made copies of all the invoices/backup to have for recording/updating Fixed Assets.
- It's a work in progress to improve the Vendor Description and G/L Disbursement lines to accurately and transparently list information on our purchases. I list equipment number, property number, department name, etc. so that whomever searches the G/L Detail Report can track expenses for their particular dept or project.

### Quarterly AP Processing:

Oct APs	748 invoices,	371 vendors,	totaling \$ 1,422,744
Nov APs	611 invoices,	225 vendors,	totaling \$ 870,295
Dec APs	762 invoices,	318 vendors,	totaling \$ 3,123,181

**QUARTER TOTALS: 2121 invoices processed, totaling \$ 5,416,221**

DATE	INV #	\$ AMT	VENDORS	MANUAL
10/1/20	91	\$ 421,734.25	40	
10/8/20	140	\$ 74,531.17	56	
10/8/20	117	\$ 4,483.84	117	FAIR Premiums
10/15/20	149	\$ 569,259.53	72	
10/15/20	53	\$ 3,787.83	1	VISA
10/21/20	1	\$ 22,752.80		1 SEW of oregon
10/22/20	1	\$ 98.00		1 or dmv
10/22/20	185	\$ 230,934.61	56	
10/29/20	102	\$ 516,896.75	67	
Oct Totals	748	\$ 1,422,744.53	369	2

DATE	INV #	\$ AMT	VENDORS	MANUAL
11/5/20	107	\$ 237,048.56	61	
11/12/20	158	\$ 136,361.27	46	
11/12/20	69	\$ 8,105.27	1	VISA
11/19/20	192	\$ 266,314.98	74	
11/25/20	85	\$ 222,465.49	43	day before holiday
Nov Totals	611	\$ 870,295.57	225	0

DATE	INV #	\$ AMT	VENDORS	MANUAL
12/3/20	54	\$ 106,975.69	31	
12/10/20	154	\$ 424,667.70	56	
12/11/20	12	\$ 30,000.00		12 Tillamook-Bus OR Grant
12/14/20	1	\$ 135,000.00		1 Business Oregon
12/14/20	50	\$ 371,939.00		50 Resiliency Fund Grant
12/16/20	99	\$ 7,262.64	1	VISA
12/17/20	140	\$ 248,940.21	61	
12/24/20	212	\$ 1,196,618.38	66	
12/30/20	40	\$ 601,778.00		40 * CARES Grant
Dec Totals	762	\$ 3,123,181.62	215	103

\*One additional CARES payout-paid 1/11/21 for \$9896.00

QTR Totals      **2121**      \$ **5,416,221.72**  
                       invs

DOR 25-96-2021

Notice to Taxing Districts

ORS 308.225



Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@oregon.gov

Boardman Fire and Rescue District
300 SW Wilson Ln
Boardman OR 97818

Description and Map Approved
February 22, 2021
As per ORS 308.225

Description Map - Received from: Suzanne Gray
On: 1/5/2021, 2/9/2021

This is to notify you that your Description and Map in Morrow County for:
Annexation to the Boardman RFPD
and Name change to Boardman Fire Rescue District

Order No OR-2020-8
Resolution No 10-015-2020

has been: Approved 2/22/2021
Disapproved

Department of Revenue File Number: 25-96-2021
Reviewed by: Robert Ayers, 503-983-3032
Boundary: Change Proposed Change

The change is for:
Formation of a new district
Annexation of a territory to a district
Withdrawal of a territory from a district
Dissolution of a district

If you have not already done so, the approved
version of the Description and Map must also be
filed with the County Assessor

Transfer
Merge
Establishment of Tax Zone