

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, May 15, 2019 at 9:00 a.m.
Port of Morrow Riverfront Center, Port Commission Room
2 Marine Drive, Boardman, Oregon

- 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 dated May 16th; Retirement Taxes, May 6th, \$19,738.41
 - b. Minutes: April 17th
 - c. Office Space Agreement Renewal with the Department of Human Services
 - d. Revised Intergovernmental Agreement with the City of Irrigon for Sheriff's Services
 - e. Intergovernmental Agreement with Oregon Water Resources Department for Watermaster Services
 - f. Quotes for Facilitated Morrow County Goal Setting Workshop
- 5. Legislative Updates**
- 6. Business Items**
 - a. Eastern Oregon Coordinated Care Organization, Community Benefit Initiative Reinvestment Program Grant Agreement (Sheree Smith, Public Health Director)
 - b. Irrigon Building Update/Intent to Award Owner's Representative Services (Darrell Green, Administrator)
 - c. Lease Invoice for Sheriff's Office Station 2, Heppner Mill Site (Darrell Green)
 - d. Discussion - Negotiating Team for Road Use Agreement with NextEra Energy (Matt Scrivner, Public Works Director)
 - e. Purchase Pre-Authorization Request, Public Works, Courthouse Window Blinds, \$6,397.78 (Tony Clement, General Maintenance)
 - f. Purchase Pre-Authorization Request, Public Works, 1991 6x6 Dump Truck, \$10,000 (Greg Close, Parks General Manager)
 - g. Oregon Department of Transportation Intergovernmental Agreement #33067, Weed Control, Gilliam, Wheeler & Morrow Counties (Dave Pranger, Weed Coordinator/Inspector)
 - h. Award Bid for Aviation Engineering Services (Sandi Pointer, Public Works)
 - i. Award Bid for Mowing and Brushing Services (Sandi Pointer)
- 7. Department Reports** (None Scheduled)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Sign documents**
- 11. Adjournment**

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

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

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

Morrow County Board of Commissioners Meeting Minutes
April 17, 2019
Port of Morrow Riverfront Center
Boardman, Oregon

Present

Chair Jim Doherty
 Commissioner Melissa Lindsay
 Commissioner Don Russell
 Darrell Green, Administrator
 Karmen Carlson, Human Resources Director
 Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:01 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

Commissioner Lindsay requested to remove the Purchase Pre-Authorization request from Parole & Probation for discussion.

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

1. *Accounts Payable, April 18th, \$65,663.05; Three Payroll Payables, April 2nd, \$189,118.95; April 10th, \$161,332.55 & \$2,875 (HRA VEBA)*
2. *Minutes: March 20th*
3. *Intergovernmental Agreement with the City of Irrigon for Sheriff's Services, effective July 1, 2019 for one year, not-to-exceed amount \$85,504.82.*

Commissioner Russell seconded. Unanimous approval.

Purchase Pre-Authorization Request, Parole & Probation Work Crew Van

Lieutenant Dan Robbins

Lt. Robbins explained the 2010 van used to transport P&P work crew members broke down and needs to be replaced as soon as possible. Prior to this mechanical issue, the Sheriff's Office was looking into replacing it. He said three quotes were obtained and he asked that the funds to purchase be moved from Contingency to the New Vehicle Fund. Administrator Darrell Green said Finance Director Kate Knop was aware of the request and planned to present a budget resolution next week to transfer the funds, if approved.

Commissioner Lindsay moved to approve the Purchase Pre-Authorization Request from the Sheriff's Office for a 2019 Ford T-350 LR PS Van from Tom Denchel Ford, Hermiston, in the amount of \$33,414.78, and authorize Chair Doherty to sign on behalf of the County.

Commissioner Russell seconded and added that the Undersheriff be authorized to dispose of the current van in the most economical way. Unanimous approval.

Business Items

Oregon Department of Transportation Fund Exchange Agreement – McNab Lane Project

Matt Scrivner, Public Works Director

Mr. Scrivner said local agencies can exchange Federal Special Transportation Program funds; the ratio is \$100 in Federal funds in exchange for \$94 in State funds. Based on that ratio, the County would like to trade \$326,766 in Federal funds for \$307,160.04 in State funds to be used on the McNab Lane Overlay Project, he said.

Commissioner Russell moved to approve the 2019 Fund Exchange Agreement No. 33349, McNab Lane Overlay; County wishes to trade \$326,766 in Federal funds for \$307,160.04 in State funds; agreement will terminate two years from the date of execution. Commissioner Lindsay seconded. Unanimous approval.

Purchase Pre-Authorization Request, Public Works – New Doors & Store Front at Museum/Library Building

Mr. Scrivner said the cost to replace the doors was previously budgeted but Tony Clement, General Maintenance Supervisor now recommends the store front be replaced at the same time, due to its poor condition. He said three bids were solicited.

Commissioner Russell moved to approve the Purchase Pre-Authorization Request from Public Works General Maintenance for new doors and store front at the Morrow County Museum/Library Building in the amount of \$13,599 to Hermiston Glass, and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Award Bid - Portable Toilets

Sandi Pointer, Public Works Management Assistant

Ms. Pointer said two bids were received and Public Works recommended awarding the bid to Doug's Septic Service. She said she will follow-up with the contract next week.

Commissioner Russell moved to award the bid for Portable Toilets to Doug's Septic Service, Inc. pending review of the contract. Commissioner Lindsay seconded. Unanimous approval.

Miscellaneous Discussion

Chair Doherty talked about ODOT's Safe Routes to Schools Program as perhaps being an opportunity to help with an area in Boardman around the elementary school. He said he previously spoke to Mr. Scrivner, Boardman City Manager Karen Pettigrew and Boardman Community Development Director Barry Beyeler and now may look into forming a committee.

Fee Schedule Update, Order Number OR-2019-8

Darrell Green, Administrator

Mr. Green summarized the requested fee changes. They were:

- Adding an Environmental Health Section to encompass the On-Site Septic program. Morrow County recently approved an agreement with Umatilla County to provide those services, instead of the Department of Environmental Quality. The Environmental Health Section also includes fees associated with the Food, Pool and Lodging Program, also performed by Umatilla County.
- The Juvenile and Planning Departments also had minor changes to fees.

Mr. Green said another update will take place in October.

Commissioner Lindsay moved to approve In the Matter of Adopting a Fee Schedule for Morrow County, Order Number OR-2019-8, effective date May 1, 2019. Commissioner Russell seconded. Unanimous approval.

Reclassification Requests Update

Karmen Carlson, Human Resources Director

Ms. Carlson discussed the reasons for the altered timeline for Reclassification Requests, which were primarily because she was new to the County when requests were due. As discussed in previous BOC meetings, two Reclassification Requests were received, but she said she wanted to be sure the Commissioners understood the process undertaken in HR with the request from a Public Health Department employee. The JOBMEAS™ evaluation did not give sufficient weight to the changes in the job description to warrant a change in wage, she said. In addition, Ms. Carlson said she presented the salary survey in the incorrect order and now asked the Board to step back and concur on the JOBMEAS™ evaluation. After various discussions, Chair Doherty and Commissioner Russell concurred the JOBMEAS™ was performed and the process was moving forward, while Commissioner Lindsay did not concur.

The Loop Program Review by RLS & Associates, Inc.

Anita Pranger, Coordinator, The Loop

Ms. Pranger said every three-to-five years, a review of the Morrow County Transportation program takes place. This year's review will occur on May 22nd and 23rd and she asked for guidance in filling out the Governance portion of the review form.

Commissioner Russell suggested Chair Doherty, as liaison to The Loop Advisory committees, and Mr. Green work with Ms. Pranger.

Department Reports

The Loop Quarterly Report

Ms. Pranger reported February and March were slow months for her department because of the snowfall amounts, however, ridership was up in January. Ms. Pranger received official notification that The Loop's Statewide Transportation Improvement Fund (STIF) Plan was approved and the County should start receiving funds in May for the projects outlined in the Plan (July 1 start date for projects). Ideas for advertising vacancies on the Special Transportation Fund Advisory Committee were discussed.

Juvenile Department Quarterly Report

Tom Meier, Juvenile Department Director

For the time period of January 1-March 31, Mr. Meier reported the following:

- There were 24 Referrals to Services for 11 youth. It's not a good number and usually indicates a crime spree or chronic problem. In this case, it was both. Typically there would be 11 kids with 11 Referrals, but this involved 11 kids with 24 Referrals. The police reports are piling in. Overall, the Referrals to Services for the three quarters are tied for the whole of last year.
- There was one juvenile admitted to detention in Quarter 3.

The Commissioners briefly discussed programs that can benefit youth who “live in the margins,” and encouraged Mr. Meier to bring forward ideas for diversion or other unique programs.

Emergency Management Quarterly Report

Sheriff Ken Matlack

The written report by Undersheriff John Bowles was reviewed. Sheriff Matlack said his office is looking into the possibility of billing for search and rescue costs, especially if the person rescued was doing something he or she should not have been doing.

A discussion about Code Enforcement took place; Sheriff Matlack reiterated his previous statements that all officers are trained in the basic concept of Code Enforcement.

Chair Doherty said the Board has talked about “pushing the reset” on Code Enforcement and he then suggested a Work Session be held with the Sheriff's Office and the Planning Department sometime after Budget Committee Meetings.

Correspondence

- Letter from Multnomah County to Governor Kate Brown supporting a single, regional Coordinated Care Organization (CCO) for that area. Chair Doherty said he requested the letter be in Correspondence because he believed increasing the number of CCOs would add another level of cost statewide; Commissioner Russell agreed. Chair Doherty said a similar letter is being drafted by the Association of Oregon Counties to which he will add his signature.
- “Veterans Benefit Expo 19” flyer - Saturday, July 27th at the Pendleton Convention Center from 9:00 a.m. – 3:00 p.m. This is the State's largest veteran resource event and will be held in eastern Oregon for the first time.

Commissioner Reports

- Commissioner Russell said he attend the Port of Morrow Commission/Budget Committee meeting last week. He said during his time as a Port Commissioner, the budget was \$35 million; it is now at \$105 million. He and Chair Doherty attended the Community Renewable Energy Association (CREA) meeting at the SAGE Center. He said while CREA approved the membership of a developer from central Oregon, they delayed

consideration of PGE's request. Commissioner Russell and Ms. McLane travelled to Salem to meet with legislators concerning a bill that allows counties the ability to do more siting of renewable energy projects, rather than the Energy Facility Siting Council. Commissioner Russell and Commissioner Lindsay attended Senator Ron Wyden's Town Hall meeting. He said he brought up the issue with the Boardman Rural Fire Protection District not receiving reimbursement from the Department of Defense for fighting a fire on the Naval Weapons Systems Training Facility – Boardman (Bombing Range). He learned from Senator Wyden that it's a "bigger lift" than it appears but he would work on it.

- Commissioner Lindsay attended the Local Public Safety Coordinating Council (LPSCC) meeting; site tour for potential respondents to the Request for Proposals for Owner's Representative Services for the Irrigon building project; and participated in the Office Assistant interviews for the Veterans Services Office.

Signing of documents

Adjourned: 11:35 a.m.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This document represents an agreement with DHS to utilize space within the Bartholomew building to provide services.

1. SSP (Self Sufficiency) services will utilize office space within the Health Dept. 1 day per month.
2. CW (Child Welfare) services to utilize the lower conf room on an as needed basis (if available)

This is a new agreement that is essentially a renewal as the original was reviewed by you and presented to and signed by the BOC 11/16/18. However the agreement is for one year at a time so will be expiring 06/30/19.

This new agreement does not appear to have any changes or revisions other than the Dates entered into the Term section which is now 07/01/19 to 06/30/20.

2. FISCAL IMPACT:

N/A

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement document.

Attach additional background documentation as needed.



Office of Facilities

Office & Document # SP-18-111
 Division CW/SSP

Office Space Agreement RENEWAL

I. Term			
TERM: Date of Agreement: 07/01/19		Agreement effective through: 06/30/20	
Landlord:	Morrow County	Tenant:	State of Oregon Department of Human Services
Mailing Address:	PO Box 788 110 N Court St Heppner, OR 97836	Mailing Address:	500 Summer ST NE E90 Salem, Oregon 97301-1115
Phone:	541-676-2529	Contact:	Office of Facilities Management (503) 945-6100
Contact:	Darrell Green	Phone:	(503) 947-5316
E-mail:	dgreen@co.morrow.or.us	Fax:	DHS- OHA.facilitiesmanagement@state.or.us
Fed Tax ID:	Roberta Lutcher rlutcher@co.morrow.or.us 93-6002308	E-mail:	
		Fed ID:	

II. Premises	
Approximately 560 dedicated square feet and 126 square feet of common area for a total of 686 square feet.	Located at: Address: 110 N Court St
Floor Plan attached? <input checked="" type="checkbox"/> NO	City: Heppner
	State, Zip: OR 97836

III. Rent	
The Monthly Base Rent shall be paid in arrears: The Base Rent for any partial month shall be prorated on a per diem basis.	
OFFICE SPACE AGREEMENT PERIOD	MONTHLY BASE RENT
07/01/19 TO 06/30/20	\$ 0.00
TO	\$
TO	\$
TO	\$

IV. Purpose / Use of Space
Purpose: To provide services for Child Welfare and SSP clients.
The following equipment of Tenant is on-site: None. This listing may be changed in writing, as equipment changes are made.

<p>Tenant's staff will occupy the Premises on the following week days: CW = As needed basis. Conference room is to be reserved by contacting Roberta Lutcher 541-676-5613 (5303)</p> <p>SSP = 1st Monday of the month. (Office in Health Department suite)</p>	<p>Number of staff:</p> <p>CW = 1-2</p> <p>SSP = 1-2</p>	<p>Working Hours:</p> <p>CW = As needed</p> <p>SSP = 8am – 5pm</p>
<p>V. Termination</p>		
<p>Either party may terminate this Office Space Agreement without any further obligation or liability to the other with not less than ninety (90) days prior written notice.</p>		
<p>VI. Compliance With The Prime Lease</p>		
<p>Except as otherwise set forth in, or expressly modified by, this Office Space Agreement, all terms and conditions of the Prime Lease, with the exception of Section(s) <u>N/A</u>, are incorporated in this Office Space Agreement by reference as fully as if the terms and provisions were set forth in this Office Space Agreement. All covenants contained in the Prime Lease for the benefit of the Lessor except for the covenants regarding rent are hereby made by Tenant expressly for the benefit of Landlord and the Lessor under the Prime Lease. To the extent permitted by Article XI, Section 7 of the Oregon Constitution, and subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, Tenant shall indemnify, defend and hold harmless the Landlord as named, including its officers, employees and agents, from all claims, suits or actions of any nature resulting from the acts or omissions of the Tenant, its officers, contractors, employees or agents under this Office Space Agreement.</p>		
<p>VII. Building Improvements and Alterations</p>		
<p>Any improvements or alterations to the Premises must be done in conformity with the terms of the Prime lease.</p>		
<p>VIII. Control of Premises</p>		
<p>Tenant shall have quiet enjoyment of the Premises and Landlord shall provide the Premises free of interference by third parties. Landlord shall provide Tenant's staff, clients, and visitors safe and clear access to the Premises.</p>		
<p>IX. CONFIDENTIALITY</p>		
<p>Landlord understands that information obtained in connection with this Office Space Agreement may include or consist of protected health information about individuals that is protected by the Health Insurance Portability and Accountability Act (HIPAA) privacy and security rules, 45 CFR Parts 160 and 164, or other confidential information that is protected by federal or state confidentiality laws (e.g., information about applicants for or recipients of public assistance or child welfare services or services for seniors or persons with disabilities). Landlord agrees to implement reasonable and appropriate safeguards to protect the confidentiality and security of the confidential information, consistent with Tenant's confidentiality and security policies at <u>DHS</u>* which are hereby made applicable to Landlord. (If Tenant is a business associate of DHS, the business associate requirements established in the separate contract or intergovernmental agreement between Landlord and Tenant continue to apply.) Landlord will immediately report to Tenant any unauthorized use or disclosure of protected health information or other confidential information of which Landlord becomes aware, and take such corrective actions as Tenant determines to be appropriate.</p>		
<p>X. Access</p>		
<p>Landlord shall provide Tenant staff, clients, and visitor's safe and clear access to Tenant's portion of the premises.</p>		
<p>XI. Parking</p>		
<p>Tenant and Tenant's clients may share the designated parking area with Landlord. There are no spaces dedicated or assigned specifically to Tenant.</p>		

* Webpage: <http://www.dhs.state.or.us/policy/admin/polindex.htm> DHS Policies:

- DHS-090-001 DHS Information Security
- DHS-090-009 Desktop and Laptop Computer Security/AS-100-01 General Policy

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

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

The Board of Commissioners approved the IGA with the City of Irrigon for Sheriff Services on April 17th, 2019. This date was on the original IGA delivered to the City of Irrigon. The date was removed from the IGA returned to the Board of Commissioners.

Per County Counsel, this change is not material to the IGA since it is structured to start on July 1, 2019.

2. FISCAL IMPACT:

Revenue for services not to exceed \$85,504.82

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

Motion to approve the IGA with the City of Irrigon for Sheriff Services.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

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

RECITALS

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

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

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

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

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

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

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

9. This agreement shall be effective the first day of July 2019 and run for one year, unless terminated as provided herein. To modify, renew or not renew the agreement, parties must meet on or before January 5th of the contract period. Either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the IGA according to its terms.
10. The City will pay the County for services under this agreement as provided herein at the rate of an amount not to exceed \$85,504.82 per fiscal year. Such contract costs shall be broken down and provided to the City (Personnel: salary, Health, FICA, Medicare, retirement, unemployment, disability, life, W.C., overtime; Material and Services: uniforms, training, gas, vehicle supplies, ammunition, phones, miscellaneous, vehicle maintenance/repair, radio repair). Payment is to be made in quarterly payments on October 1, January 1, April 1, and June 30. In addition, the City of Irrigon is obligated to purchase a vehicle with discussion to occur at the renewal meeting on January 5th prior to the beginning of the new fiscal year as to the specific description of the vehicle.
11. This agreement shall be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.
12. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.
13. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.
14. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection 14.a, either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

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

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

e. If a default occurs and it is not resolved under subsection 14.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

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

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

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

MORROW COUNTY
Kenneth W. Matlack / 05-06-19
Kenneth W. Matlack, Sheriff Date

_____/_____
Jim Doherty, Chair Date

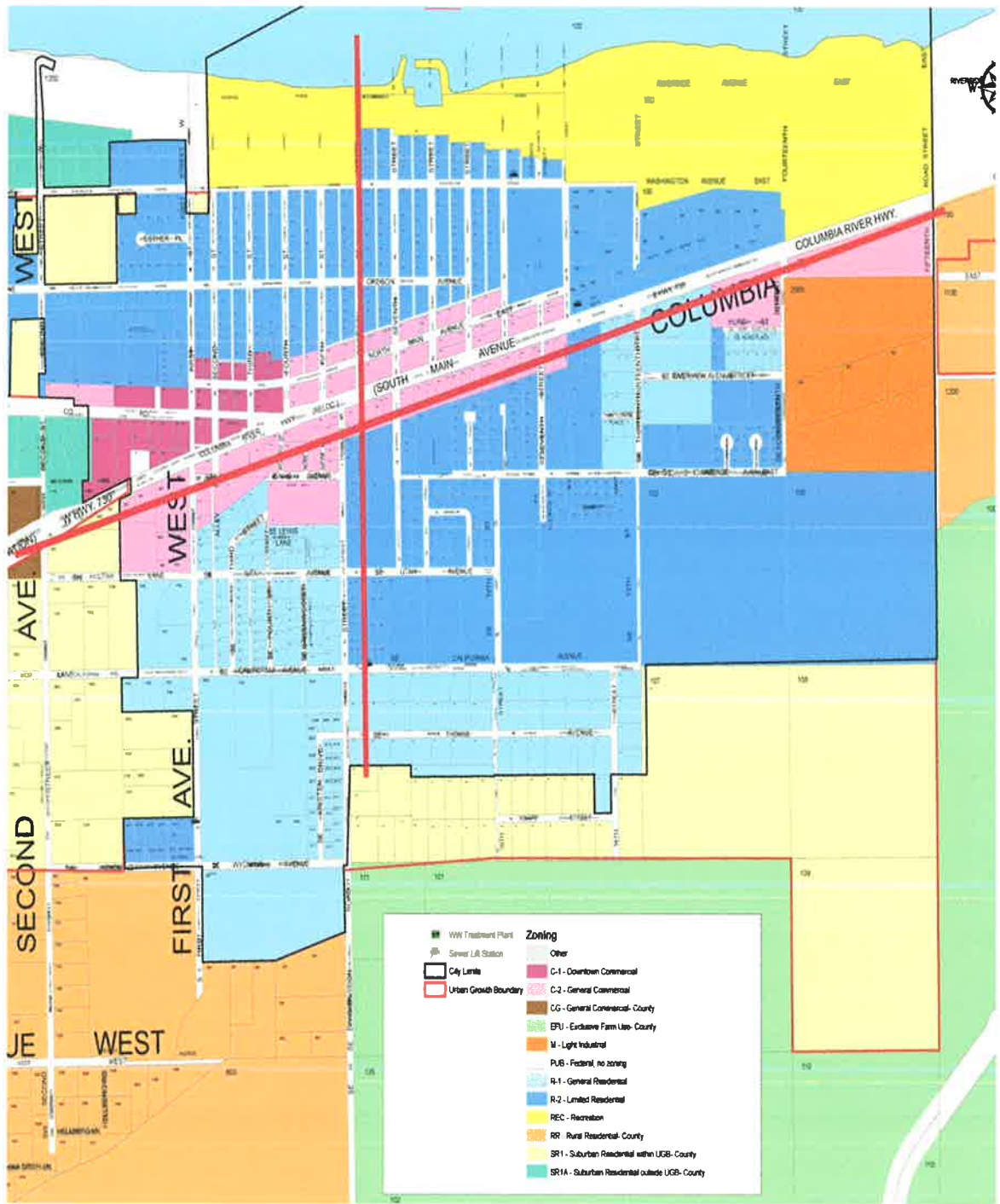
_____/_____
Melissa Lindsay Date
Commissioner

_____/_____
Don Russell, Commissioner Date

CITY OF IRRIGON
[Signature] / 5/7/19
Daren Strong, Mayor Date

[Signature] / 5/7/19
Aaron Palmquist, City Mrg. Date
Attest





IGA: MC Sheriff and City of Irrigon – Law Enforcement Services Amended 2019

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Eastern Oregon Coordinated Care Organization (EOCCO) Local Community Advisory Council (LCAC) receives Community Benefit Initiative Reinvestment funds each year to promote community health in a way that addresses one or more Incentive Measures.

The LCAC had originally submitted a grant application for the creation of the CARE Team in 2015 and has since received the maximum number (3) of continuation awards and was no longer eligible for this funding stream again.

LCAC participants felt strongly that they wanted to utilize these funds to support the continuance of both the CARE program in addition to the SPURS program (Peer counseling through CCS) realizing that the total amount of \$49,583 was not enough to support both programs fully. Therefore a decision was made to allocate funding of \$30,000 to CARE and \$19,583 to the SPURS program with the Health Dept serving as the fiscal agent.

2. FISCAL IMPACT:

Currently the Nurse Case Manager position is shared between two different Nurses to fulfill the 1 FTE. CARE Staff are already in place and this grant will support the continuance of the current CARE staff into the next fiscal year without any changes to the current level of FTE.

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

Following review per county counsel, the BOC needs to review, approve and sign the Agreement with EOCCO.

Attach additional background documentation as needed.

**EOCCO Community Benefit Initiative Reinvestment Program
Agreement**

Grantor: Eastern Oregon Coordinated Care Organization, LLC (“EOCCO”)
601 SW 2nd Avenue
Portland, Oregon 97204

Grantee: Morrow County Local Community Advisory Council
Fiscal Agent: Morrow County
P.O Box 799
Heppner, OR 97836
Principal Contact: Sheree Smith, RN

Project Title: The Bridge to Healthy Families

Total Amount of Grant: \$49,583 (“the Grant Funds”)

Grant Period: March 15, 2019 – March 14, 2020 (the “Grant Period”)

A. Purpose of Grant Agreement

The Eastern Oregon Coordinated Care Organization (EOCCO) is investing in a fifth round of Transformation Grants and Local Community Advisory Council (LCAC) Grants to further EOCCO’s transformation plans and support clinical and community efforts toward achieving the Triple Aim.

The purpose of this agreement (the “Grant Agreement”) is to enable EOCCO to award the Grant Funds to the Grantee for eligible costs of the project as described in the following attached exhibits that are fully incorporated into this Grant Agreement.

- Exhibit A: Proposal**
- Exhibit B: Progress Report Template**
- Exhibit C: Final Report Template**

B. Term

This Grant Agreement shall be effective from March 15, 2019 – May 29, 2020 (the “Contract Term”).

C. Design and Implementation of Project

Grantee agrees to complete the project in accordance with the plans and specifications contained in its application during the designated term.

EOCCO and the Grantee may agree in writing to modify the objectives, methods, or Grant Period for which Grant Funds have been awarded. Grantee agrees to notify EOCCO within 30 days of the change about any significant change in personnel of the project and any development that significantly affects operations of the project or Grantee.

D. Contingencies

Grantee agrees to the following:
N/A

E. Disbursement Schedule

Grant Funds shall be disbursed during the Contract Term in three payments subject to the terms and conditions of this Grant Agreement. The first and second payments will each consist of 45% of the Grant Funds, for a total of 90% of the Grant Funds. The final payment shall consist of the final 10% of the Grant Funds. The three payments shall be made according to the following schedule:

After contract execution	\$22,312.35
After review and approval of first Progress Report	\$22,312.35
After review and approval of Final Report	\$4,958.30

F. Records

Grantee shall provide EOCCO, upon request, with all information relating to the results, findings or methods, and/or publications developed under the Grant. EOCCO may withhold Grant Funds if it has not received all Reports and additional requested information required to be submitted by Grantee if such reports and/or requested information does not meet EOCCO’s reporting requirements. Any Reports may be disseminated by EOCCO, both during and after the Contract Term without the prior written consent of Grantee.

Grantee shall maintain all financial records related to this Grant Agreement in accordance with generally accepted accounting principles. Grantee shall retain such financial records for at least three (3) years after the end of the Contract Term.

At the request of EOCCO, Grantee shall permit reasonable access to its files, records, accounts and personnel associated with the Grant by EOCCO or its designated representatives for the purpose of conducting financial audits, verifications, and program evaluations concerning this Grant in EOCCO’s sole discretion. EOCCO shall provide Grantee reasonable prior notice, when possible, of its intent to access records.

G. Grant Reports and Reconciliation

Grantee shall submit written periodic progress reports (each a “Progress Report”) on Grant activities, budget changes, and expenditures using the form attached hereto as Exhibit B. Further Grantee agrees to submit a final written report (the “Final Report” and collectively with all Progress Reports, the “Reports”) on the evaluation form attached hereto as Exhibit C. All Reports must be received by EOCCO according to the dates listed below. The templates attached in Exhibit B and Exhibit C are subject to change by EOCCO in its sole discretion. EOCCO will notify Grantee of any change to the templates contained in Exhibit B and C no later than 30 days before the deadlines specified below.

Date Report is Due
July 15, 2019

Reporting Period
Progress Report covering March 15, 2019 through July 1, 2019

November 15, 2019

Progress Report covering July 2, 2019 through
November 1, 2019

March 27, 2020

Final Report covering the full Grant Period

H. Use of Grant Funds

Grantee shall use the funds for the purposes approved by EOCCO as described in this Grant Agreement, inclusive of all Exhibits hereto, and understands that any alternative use of funds must be authorized in writing by EOCCO in advance.

Grantee may expend the Grant Funds for personnel expenses only for staff that are directly working on this project. Expenses for legal counsel, accounting and similar expenses are not considered personnel expenses for this Project.

Grantee may expend the Grant Funds for approved travel expenses at rates not to exceed current state rates (for non-represented employees) in effect at the time the expenses are incurred. All travel shall be conducted in the most efficient and cost-effective manner and result in the best value to EOCCO. Personal expenses will not be authorized at any time. Amounts for travel expenses are included in, and not in addition to the Grant.

Grantee may reallocate up to 10% of the budgeted amount for a line item of the EOCCO-approved budget, to a different line item(s) in the EOCCO-approved budget without EOCCO's prior written consent. Any reallocation greater than 10% of the budgeted amount for a line item of the EOCCO-approved budget requires EOCCO's prior written consent. All reallocations, regardless of the amount, must be reported by Grantee to EOCCO on the Grantee's first expenditure report following the adjustment.

I. Unexpended Grant Funds

If Grantee (i) fails to expend all Grant Funds within the Grant Period, (ii) fails to complete all activities described in Exhibit A within the Grant Period, or (iii) anticipates that either of the aforementioned conditions will occur prior to the end of the Grant Period, Grantee shall repay to EOCCO all unexpended funds within ten (10) business days of the Final Report submission deadline to EOCCO. EOCCO will review the Final Report and will make any adjustments necessary to satisfy EOCCO's Grant payment standards. In the event the adjustments alter the amount of unexpended funds, then the party owing the adjustment shall pay the difference required to reconcile the funds within ten (10) business days of EOCCO's adjustment.

In very limited circumstances, EOCCO shall, in its sole discretion, review requests by Grantee to use unexpended funds and/or complete the activities described in Exhibit A after the end of the Grant Period. Such a request by Grantee must be submitted in writing using a structured form and submission instructions provided by EOCCO no later than 30 days prior to the end of the Grant Period. In no event shall EOCCO approve use of the Grant Funds beyond the end of the Contract Term

J. Limitation on Payments

Notwithstanding anything in this Grant Agreement to the contrary, Grantee's failure to meet its obligations under the terms of this Grant Agreement may result in any of the following, without limitation, (i) modification of full or partial payment of Grant Funds, (ii) delay in full or partial payment of Grant Funds, (iii) withholding of Grant Funds until compliance with the

requirements of this Grant Agreement are determined by EOCCO, (iv) denial of full or partial payment of Grant Funds by EOCCO, and (v) termination of this Grant Agreement.

EOCCO reserves the right to require a total or partial refund of any Grant Funds, if, in EOCCO's sole discretion, such action is necessary:

1. Due to Grantee's failure to make substantial progress in the completion of the project;
2. Because Grantee has not fully complied with the terms and conditions of the Grant and the Grant Agreement;
3. To protect the purpose and objectives of the Grant;
4. To comply with any law or regulation applicable to Grantee, EOCCO, or this Grant.

Upon termination, EOCCO shall conduct an accounting of Grant payments paid to Grantee.

K. No Guarantee of Future Funding

Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of EOCCO to continue funding beyond the terms listed in this Grant Agreement.

L. Publicity

At the request of EOCCO, Grantee agrees to issue a press release to relevant media outlets announcing the project receiving Grant Funds and promoting the project and its value to the community and region. Further, EOCCO may prepare its own publicity regarding this Grant Agreement, both during and after the term of this Grant Agreement, without Grantee's consent.

Grantee shall appropriately credit the participation of EOCCO in any advertisement, publicity, or public comment related to the project for which Grant Funds are awarded under this Grant Agreement.

Grantee shall permit EOCCO to review and approve the text and content of any proposed publicity concerning this Grant Agreement prior to its release. If this Grant is to be used for a film, video, book, or other such product, EOCCO reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the Grant.

M. Access to Records and Facilities

Grantee acknowledges and agrees that EOCCO and their duly authorized representatives shall have access to all records related to the Grant to perform examinations and audits.

Grantee shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Grantee's personnel for the purpose of interviews and discussions related to such documents. The rights of access in this subsection are not limited to the required retention period, but such shall last as long as the records are retained.

N. Governing Law, Consent to Jurisdiction

This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, the "claim") between EOCCO and Grantee that arises from or

relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon in Portland, Oregon.

Grantee, by execution of this Grant Agreement, hereby consents to the in personal jurisdiction of said courts.

O. Compliance with Laws

Grantee shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to this Grant Agreement or to the performance of Grantee's obligations as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance use Disorders services; (vi) state law establishing requirements for Declaration for Mental health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulation. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. EOCCO's performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein.

P. Termination

EOCCO may terminate this Grant Agreement:

1. Without cause upon 90 days' prior written notice by EOCCO to Grantee; or
2. Immediately upon written notice to Grantee if there is a threat to the health, safety or welfare of any of the Grantee's clients, including any Medicaid eligible individual, under its care.

Grantee may terminate this Grant Agreement without cause upon 90 days prior written notice by Grantee to EOCCO.

Q. Limitation of Liability

In no event shall EOCCO be liable for any damages, including, without limitation, direct, indirect, special, incidental or consequential damages or expenses for any negligence, breach of contract or any other act arising out of or relating to this Grant Agreement or the activities covered herein.

In no event shall EOCCO or its affiliates be responsible for Grantee's debts or liabilities in the event of insolvency.

R. Indemnification

Grantee shall defend, indemnify, and hold harmless EOCCO, its officers, directors, employees, agents, successors in interest, assigns, and members of the EOCCO's Grant Committee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including, but not limited to, the cost of legal defense, settlement, attorneys' fees and all related costs to the extent resulting from, arising out of, or

relating to the activities of Grantee, including without limitation, the expenditure of Grant Funds, and its officers, employees, subcontractors, or agents under this Grant Agreement.

S. Entire Agreement

This Grant Agreement constitutes the entire understanding between the parties as to the subject matter of this Grant Agreement and supersedes all other agreements, whether written or oral, between the parties.

T. Severability

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

U. Counterparts

This Grant Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Grant Agreement and any amendments so executed shall constitute an original.

V. Amendments

No amendment to this Grant Agreement will be effective unless it is in writing and signed by both parties.

W. No Assignment

Neither party may assign any of its rights or delegate any of its obligations under this Grant Agreement without the prior written consent of the other party. Any purported assignment or delegation in breach of this section will be void.

X. Survival

Sections J, K, M, N, O, Q, R, S, and T shall survive the expiration or termination of this Grant Agreement, as well as those provisions of this Grant Agreement that by their context are meant to survive expiration or termination. Expiration or termination of this Grant Agreement shall not extinguish or prejudice EOCCO's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured.

Grantee accepts responsibility for complying with this Grant Agreement's terms and conditions and will exercise full control over the activities described in Exhibit A and the expenditure of Grant Funds.

On behalf of Grantee, I understand and agree to the above terms and conditions of this Grant Agreement and certify my authority to execute this agreement on Grantee's behalf.

[Signature Page Follows]

Signature Page

Grantee:

Signature: _____

Printed Name: _____

Title: _____



Grantor:

Signature: _____

Printed Name: _____

Title: _____

Exhibit A
[Proposal]

Exhibit B

Progress Report Template

LCAC Projects

Instructions

Deadlines:

First Report: July 15, 2019

Second Report: November 15, 2019

Contacts:

For questions contact Sankirtana Danner at danners@ohsu.edu

E-mail completed report to Sankirtana Danner at danners@ohsu.edu

Report Information

Grantee name:

Project Title: [Use same title from submitted proposal]

Award Type: LCAC Funds

Report submitted by: (name)

Phone number for questions:

Email address:

Report Questions

1. Describe your progress toward the project goals that were outlined in your submitted proposal.

2. Please provide data for your targeted incentive measures or CHP goals, proposed activities, and proposed metrics as outlined in your submitted proposal.

Targeted Metric	Activity Planned	Current Results	
		<u>#of EOCCO Members</u>	<u>#of Non-EOCCO Members</u>
EXAMPLE 1: <i>Timeliness of Prenatal Care</i>	<i>Provide incentives for pregnant mothers to receive prenatal visit in the first trimester</i>	<i>25 members received first trimester visit and received incentive</i>	<i>N/A</i>
EXAMPLE 2: <i>AWC Visits</i>	<i>Provide AWC visits at fair</i>	<i>260/450</i>	<i>100</i>

3. What challenges or barriers have you experienced and how have you addressed them (or plan to address them)?
4. Have there been any significant changes to your project, including any changes to proposed activities, staffing, goals, targeted incentive measures or clinical services, or other areas as outlined in your original proposal? (please explain)
5. Have there been any significant changes to your project budget? (please explain)
6. Is your project on track to expend funds by March 14th, 2020? (if not, please explain)

Exhibit C

Final Report Template

Instructions

Deadline: Please refer to your contract

Contacts:

For questions contact Sankirtana Danner, danners@ohsu

E-mail completed report to Sankirtana Danner danners@ohsu.edu

Report Information

Grantee name:

Project Title: [Use same title from submitted proposal]

Award Type:

Report submitted by: (name)

Phone number for questions:

Email address:

Report Questions

A. Overall project goals (1-2 paragraphs)

B. Results:

- 1. Please provide a one to two page narrative summary of the results of your project (include: objectives, activities, description of how your activities aligned with your metric goals, and a description of your overall results). Include any revised or new workflows that have been developed as part of your project, including training your team in use of your registry and proactive management of patients with hypertension and diabetes.**

2. Provide data on your targeted incentive measure(s) and/or other goals using the table below:

Targeted Metric	Activity Planned	Current Results	
		<i>#of EOCCO Members</i>	<i>#of Non-EOCCO Members</i>
<i>EXAMPLE: AWC visits</i>	<i>AWC fair</i>	<i>260/450</i>	<i>100</i>

3. Were there any significant changes to your project team, goals, or activities, including any changes to targeted incentive measures and clinical services outlined in your original proposal? (please explain)

4. What challenges or barriers did you experience and how did you address them?

5. What were the most important outcomes of your project?

6. What have been the most successful and the least successful aspects of your project?

7. What one or two stories do you have that capture the impact of this project? (Such as people/communities the project has helped; lives that have changed; work that led to policy change, such as legislation or regulation; and quality improvement or research breakthroughs)

8. How has your project affected your organization and your community?

9. Was there any media coverage or publications related to this project? If yes, what type (e.g. print, TV, radio, newsletter, website, other)?

10. What is the plan for sustaining this project?

11. Were there any significant changes to your project budget that have not already been reported? (please explain)

12. Please complete the budget table below showing how funds for your project were expended compared to your original grant budget.

Personnel								
Name	Role	FTE	Salary Originally Requested	Benefits Originally Requested	Total Originally Requested	Actual Spent	In-Kind Cash Contribution	In-Kind non-cash Contribution
Equipment and Supplies								
Name of Item	Description							
Travel								
Location	Description							
Other expenses								
Name of Item	Description							
GRAND TOTAL								

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

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

Per our Owner's Representative RFP, the Intent to Award announcement, is scheduled for May 15th, 2019.

Next steps:

- 1) The protest period ends at 4:00 pm on May 22nd.
- 2) If/when the negotiation of the Agreement for Owner's Representative Consulting Services has been completed, we will issue a Notice to Proceed.

2. FISCAL IMPACT:

Estimated \$165,000.00

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

Announce the responsive/responsible proposer for the Owner's Representative RFP for Morrow County

Attach additional background documentation as needed.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

During Budget meetings it was mentioned we received an invoice from the Port of Morrow for the Sheriff's Office storage facility at the old Kinzua Mill Site, known as Sheriff's Office Station #2. The invoice is for four years, December-November, for 2016, 2017, 2018, and 2019, at the rate of \$5500.00 per year. I was asked to look into the invoice, lease agreement and possible other documents.

Attached is the current invoice from the Port of Morrow, A letter form the General Manager, Gary Neal, dated July 27th, 2015, Board of Commissioner minutes from August 5, 2015 and the original lease agreement.

2. FISCAL IMPACT:

\$22,000.00

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

- 1) Suggested Action- Gather more information
- 2) Motion to approve payment of the Port of Morrow Invoice #40504

Attach additional background documentation as needed.



INVOICE

P.O. Box 200 2 Marine Drive
Boardman, OR 97818
(541) 481-PORT Fax (541) 481-2679
port@portofmorrow.com Tax ID: 93-0575616

INVOICE NUMBER: 40504

INVOICE DATE: 4/3/2019

DUE DATE: 4/13/2019

MORROW COUNTY SHERIFF OFFICE
PO BOX 159
HEPPNER, OR 97836

MOR04

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1.000	MC SHERIFF - DEC 1, 2015-NOV 30, 2016	\$5,500.000	\$5,500.00
1.000	MC SHERIFF - DEC 1, 2016-NOV 30, 2017	\$5,500.000	\$5,500.00
1.000	MC SHERIFF - DEC 1, 2017-NOV 30, 2018	\$5,500.000	\$5,500.00
1.000	MC SHERIFF - DEC 1, 2018-NOV 30, 2019	\$5,500.000	\$5,500.00

Balance: \$22,000.00



July 27, 2015

Morrow County
PO Box 788
Heppner Oregon 97836

Judge Terry Tallman:

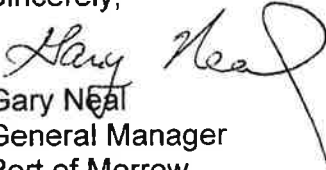
RE: Emergency Vehicle Storage Facility Lease Acknowledgement

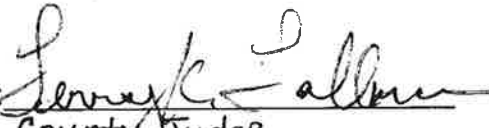
Dear Judge Tallman: in updating our records for leases the Port of Morrow has with clients, it appeared we needed an acknowledgement of renewal of the lease for the Emergency Vehicle Storage Facility located at the old Kinzua site near Heppner. The lease document indicates that the renewal term would begin December 1, 2014. I know that the Port received payment for the 2014-15 year, but we did not send out any acknowledgement of an extension for your confirmation that the County wanted to renew the lease for an additional 3 year period.

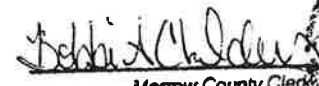

I have gone ahead and prepared this acknowledgement letter for your signature to confirm that Morrow County wishes to continue the lease for an additional 3 year period. The rate and terms would be the same as the original 3 year period. If you concur that this is the intent of the County, then please sign this Acknowledgement Letter and return an original for our records.

If you have any questions, please don't hesitate to contact me and we can discuss how you wish to proceed.

Sincerely,


Gary Neal
General Manager
Port of Morrow

Acknowledged By: 
Title: Morrow County Judge
Date: Aug. 5, 2015

Attest:

Morrow County Clerk


Morrow County Court
August 5, 2015
Heppner, Oregon

Present

Judge Terry Tallman
Commissioner Leann Rea
Commissioner Don Russell
Karen Wolff, Human Resources Director
Justin Nelson, County Counsel/District Attorney
Roberta Lucher, Court Executive Assistant

Judge Tallman called the meeting to order at 9:07 a.m.

City and Citizen Comments – Heppner

Gayle Gutierrez, Heppner resident

Ms. Gutierrez asked if the rock wall between the Courthouse and the Bartholomew Building was originally planned to be removed. Judge Tallman explained it was not, but when two of the three sidewalks from Court Street to the property had to be removed, it resulted in elevation problems and the wall had to come out. Both Judge Tallman and Ms. Wolff stressed all of the components of the wall are being stored for future use.

Open Agenda

Ms. Gutierrez said as Treasurer she, Bobbi Childers, Clerk, and Mike Gorman, Assessor/Tax Collector, would appreciate some involvement in the selection process for the County Administrator. She said they would not expect to be involved in the final decision, but would appreciate an opportunity to provide input. Judge Tallman said it would be discussed by the Court and he could not say yes or no at this time.

Road Report

Matt Scrivner, Assistant Road Master
Sandi Putman, Public Works Management Assistant

Mr. Scrivner's report included:

- Balm Fork Road – 1,991 tons of hot mix used. Equipment was then mobilized to Big Butter Creek Lane.
- Blades were out for two days fixing blow-outs on Alpine Lane, Nolan Road, Johnson Grade, Rietmann Lane, Baker Lane and Immigrant Lane.
- Michels Corporation, building the Carty Lateral natural gas pipeline, was granted permission to provide maintenance on the County roads they use during the project. Commissioner Rea asked if there should be any concerns about liability and should an agreement be signed. Mr. Nelson said Public Works should ask for a copy of Michels Corporation's liability insurance, and concurred an agreement should be drawn up.
- The three mile overlay project on Big Butter Creek Lane has been completed.
- The County loaned equipment to the City of Heppner to prep along Gilmore Street prior to the start of paving on August 18th.

- Currently working at the Fairgrounds to improve the handicap parking area.

Ms. Putman said the contracted mason began work at the Courthouse on the re-mortaring project. Since there are several projects at the Courthouse, he started with the basement windows, thereby delaying the use of scaffolding, she said. After various discussions, it was decided coordination should take place between Public Works, the project management team for the Bartholomew Building and the mason.

New Business

Bartholomew Building Policy Discussion

Ms. Wolff presented a memo which stated some employees moving into the Bartholomew Building have an expectation of being able to use portable heaters and air conditioners. The Court was in agreement that air conditioners will be prohibited, but portable heaters will be allowed, with County approval and at County expense. During this discussion, it was mentioned more than once that employees should allow time to gauge the new heating/cooling system and not assume a portable unit will be necessary. Ms. Wolff said she would draft a policy for review which covers the use of portable appliances such as heaters, air conditioners and fans.

Contracts

Port of Morrow – Emergency Vehicle Storage Facility Lease Acknowledgement

The letter from Gary Neal, General Manager of the Port, states by signing the acknowledgement letter the County confirms it wishes to continue the lease for a three year period beginning December 1, 2014. The facility is located at the former Kinzua Mill and is used by the Sheriff's Office for vehicle storage.

Commissioner Rea moved to extend the lease with the Port of Morrow for the Emergency Vehicle Storage Facility at the former Kinzua Mill site, for the period 2015-2018 and authorize Judge Tallman to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

Northern Oregon Corrections (NORCOR) Intergovernmental Agreement (IGA) Extension

Commissioner Russell moved to approve the IGA Extension with NORCOR to House Juvenile Detainees, effective July 1, 2015 to June 30, 2016. Commissioner Rea seconded. Unanimous approval.

Fourteenth Amendment to 2013-2015 IGA for the Financing of Community Addictions & Mental Health Services, Agreement #141422

Commissioner Rea moved to approve the Fourteenth Amendment to the Oregon Health Authority 2013-2015 IGA for the Financing of Community Addictions and Mental Health Services, Agreement #141422, with an increase in funding of \$2,585 and authorize Judge Tallman to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

Morrow County Fair Contracts

Commissioner Rea moved to approve the following Morrow County Fair contracts and authorize Judge Tallman to sign on behalf of the County:
Entertainment Contract:

1. *Joe Lindsay to perform from 6:00-7:30 p.m. at Murray's Wine Tasting, \$300*

Concession Agreements:

1. *Murray's Drug, use of the indoor kitchen the week of fair, rate included in their 2015 sponsorship of the Morrow County Fair*
2. *Deadrock Sporting Goods, shaved ice & ice cream bars, \$160 space rent*

Exhibit Space Contracts:

1. *Morrow County Chapter, Oregon Right to Life*
2. *SAGE Center*
3. *Forest Service*
4. *Morrow County Health Department*
5. *Judy Scott, wood boxes, craft items, jewelry, etc.*
6. *Domestic Violence Services*

Commissioner Russell seconded. Unanimous approval.

2015-2017 IGA for the Financing of Community Developmental Disability Services, Agreement #148077

Commissioner Rea moved to approve IGA #148077 between Morrow County and the State of Oregon for the Financing of Community Developmental Disability Services, effective July 1, 2015 through June 30, 2017, and authorize Judge Tallman to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

New Business

Marijuana Opt Out Policy Discussion

Carla McLane, Planning Director

Ms. McLane explained the Oregon legislature provided an opt out path for rural communities. Six different components are available to accomplish this – four related to recreational use and two for medical use, she said. After reviewing the information packet she provided for the Commissioners, Ms. McLane asked the Court if it is moving toward opting out, and they replied in the affirmative. Commissioner Russell said based on Morrow's County vote on Measure 91 (66% opposed), he would prefer to opt out. Judge Tallman and Commissioner Rea agreed with this assessment. Ms. McLane said she would schedule the public hearings and post a draft ordinance. Commissioner Rea said she understands Morrow County will not be eligible for the formula from the state for receiving taxes; Ms. McLane said that is correct, but she is hopeful tax distribution will be a topic of discussion for the legislature in 2017.

Associate Planner to Planner I & Placement on Wage Scale

Ms. Wolff said the Court recently approved a professional progression for the Planning Department. She continued, the Associate Planner position now needs to be moved to one of the newly created job descriptions associated with the professional progression. Ms. Wolff said she recommends Planner I and Pay Range 12, Step D.

Commissioner Russell moved to approve changing the Associate Planner to Planner I, with the placement on the Wage Scale to be Pay Range 12, Step D, noting this is a lateral movement for the employee. Commissioner Rea seconded. Unanimous approval.

Purchasing Pre-Authorization Request

Commissioner Rea moved to approve the Purchasing Pre-Authorization Request from the Planning Department for a new computer for the Office Assistant position, noting the Planning Department will pay \$1,500 and the Computer Budget will pay \$237.12, and authorize Judge Tallman to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

Minutes

Commissioner Rea moved to approve the minutes of July 22nd, as presented. Commissioner Russell seconded. Unanimous approval.

Claims

- A memo was reviewed from Sandi Putman, Public Works Management Assistant, explaining the 2015 Logging Operation fund with Ted Britt Logging.
- Ms. Wolff said there are two Add-On requests to this week's Accounts Payable, both from Rod Wilson, County Contractor for Construction Services.
- Commissioner Rea said the Court needs to clarify its position on whether or not County funds should be used to purchase retirement gifts for employees. After brief discussion, it was the consensus of the Court to not use tax dollars for these purchases. Judge Tallman said this should be discussed at the next Department Head & Elected Officials meeting to inform them this will now be the County's policy.

Commissioner Rea moved to approve the Payroll Payables, Monthlies, dated July 28th; and the Accounts Payable, dated August 6th, in the amount of \$493,652.08, including the two Add-Ons. Commissioner Russell seconded. Unanimous approval.

- Conversation turned back to the logging contract with Ted Britt Logging. Commissioner Rea said the payments should be disbursed according to the contract and she didn't realize it wasn't happening that way until Mr. Nelson recently pointed it out. Mr. Nelson said the contract should have been rewritten once that was realized and he is still somewhat confused by the payments made to two other companies – Blue Mountain Lumber and Boardman Chip Company, Inc. Judge Tallman said he would bring this up with Burke O'Brien, Public Works Director; Mr. Nelson said he would bring it up, as well.

Correspondence Reviewed:

- *Wheat News*, from Oregon State University Extension Service, Morrow County

Commissioner Reports

Judge Tallman discussed the 2015 Vadata (Amazon) spreadsheet compiled by Assessor/Tax Collector, Mike Gorman. The spreadsheet shows land, improvements, exempt and taxable values for the company's two locations – Lewis & Clark Drive and Rippee Road in Boardman. The total value for both sites is \$879,377,210 with \$852,132,995 exempt from taxation; which leaves \$27,244,215 taxable.

The “Short Interval Schedule – Three Week Look Ahead” for the Bartholomew Building was reviewed. Ms. Wolff said she received an email this morning from Bobbi Childers, Clerk, which requested dust abatement in the Courthouse. Ms. Wolff said the difficulty may be determining the source of the dust since several projects are occurring at the same time. She said this warrants further discussion and investigation.

Commissioner Rea reported on meetings she attended, which included the Planning Commission meeting on July 28th, a Workforce meeting in La Grande, and a Columbia Development Authority meeting in Boardman.

Comments Prior to Executive Session

Ms. Wolff stated she does not expect any decision to be made.

12:07 p.m. Executive Session

ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

12:12 p.m. - Closed Executive Session – No Decisions

Department Report

Personnel Update

Ms. Wolff said Ronda Fox, Finance Management Assistant, attended a City/County Insurance (CIS) meeting where wellness committees and programs were discussed. Ms. Fox is now inquiring if the County would be receptive to such a program starting here, said Ms. Wolff. The Commissioners had positive comments and Ms. Wolff said she would ask Ms. Fox to present a proposal to the Court.

County Drug Policy Discussion

Ms. Wolff said this is a continuing discussion regarding the *Morrow County Personnel Policies, Section 9.5 Alcohol and Drug Free Workplace* and how legalization of the recreational use of marijuana may impact it. Discussion took place on several related topics:

- Blood tests for the presence of THC (active component in marijuana) are costly and do not indicate when the substance was used/ingested, or whether or not the person is impaired.
- Should the County maintain its current “no impairment” policy or switch to a “no tolerance” policy?
- Use of medical marijuana by employees who have Oregon Health Authority issued cards.

The discussions lead to additional questions which Ms. Wolff will research and report back.

Adjourned: 12:47 p.m.

PORT OF MORROW LEASE

1. DATE:

The date of this Lease is April 10, 2013.

2. PARTIES

The parties to this lease are PORT OF MORROW ("Port"), a municipal corporation of the State of Oregon, and MORROW COUNTY ("Tenant").

RECITALS

Port leases to Tenant and Tenant leases from Port a parcel of land and improvements further described on Exhibit A attached.

3. PURPOSE:

Port has land available for use and economic expansion. Tenant wishes to lease this land and improvements for storage of emergency vehicles and for no other purpose.

4. TERM:

The term of this lease shall be for three (3) years with an agreed commencement date of December 1, 2011. Tenant took possession on December 1, 2011.

5. RENEWAL OPTION:

If the lease is not then in default, the Tenant shall have the option to renew this lease upon mutual consent of both parties, as follows:

A. The renewal term shall commence on the day following the date of termination of the preceding term.

B. The request must be received in writing to the Port not less than 90 days prior to the last day of the expiring term.

C. Rent for the renewal term shall be negotiated at time of request.

6. RENT:

A. BASIC RENT:

Tenant shall pay to the Port as rent \$5,500 per year for the term of the lease.

B. ADDITIONAL RENT:

As additional rent, Tenant shall pay the following amounts:

(1) All real or personal property taxes levied against the premises and improvements or any property placed on the lease premised by Tenant.

- (2) All charges for heat, light, power, water, sewage and other services or utilities used by Tenant in the premises.
- (3) The cost of all insurance for which Tenant is required to pay.
- (4) All amounts which Tenant is required to reimburse Port for expenses incurred by Port in discharging Tenant's obligations.
- (5) All other amounts which the Tenant is required to pay for any other provision of this lease.

7. USE OF THE PREMISES:

A. PERMITTED USE:

The premises shall be storage of emergency vehicles and for no other purpose. If this use is prohibited by law or governmental regulations, this lease shall terminate. All materials will be stored inside the building. No outside storage will be permitted.

B. RESTRICTIONS ON USE:

In connection with the use of the premises Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expenses any failure or compliance.
- (2) Refrain from any use which would be reasonably offensive to the Port or owners and users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.
- (3) Comply with any reasonable rules respecting the use of the premises promulgated by the Port from time to time and communicated to the Tenant in writing.

C. CONTINUITY OF USE:

Tenant shall use the premises continuously during the term of this lease. If Tenant fails to make substantial use of the leased premises for any 30-day period, Port may, at its option, terminate this lease.

8. REPAIRS AND MAINTENANCE:

Tenant shall maintain the leased premises and make all repairs necessary for maintaining the property in its present condition, excluding depreciation from ordinary wear and tear, including:

A. Taking all action necessary to control erosion of any type, including water and wind erosion, and the control of sand blows. This shall include, if necessary, the creating of barriers and the planting of cover so as to control erosion.

B. The maintenance of any and all improvements on the leased property.

C. If Tenant fails or refuses to make repairs which are required by this repairs, maintenance and inspection section, Port may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Port shall be reimbursed by the Tenant on demand, together with interest at the rate of 12% per cent per annum from the date of expenditure by Port. Except in an emergency creating an immediate risk of personal injury or property damage, Port shall notify Tenant of the needed repairs at least 30 days before work is commenced, outlining with reasonable particularity with repairs required.

9. IMPROVEMENTS:

A. This property is presently unimproved except for asphalt pavement. The Parties acknowledge and agree Tenant arrange for construction of building on the leased premises. Both parties have reviewed and approved said building plans. Upon execution of this lease, Tenant will contract with an acceptable construction company for the erection of the building on the leased premises according to approved plans. The buildings will be completed as soon as practical, not withstanding an act of God or other forces beyond control of the County, after execution of the lease.

Tenant shall supervise construction of said building. Tenant will provide Port with a copy of a Certificate of Occupancy issued by the appropriate building code agency of the State of Oregon.

B. Tenant shall be required to maintain and operate said improvements during the entire term of this lease and if, during any 30-day consecutive period, Tenant does not make substantial use of the improvement, Port may, at its option, terminate the lease. Tenant shall be solely responsible for any improvements needed.

(1) Except as expressly provided below, ownership of all the property, including any improvements made by Tenant, shall be, upon termination of this lease, property of Port. Notwithstanding the foregoing, the equipment and machinery placed on the property by Tenant may be, upon termination of this lease, removed by Tenant so long as Tenant restores the maintaining property to its original condition, and the removal in no way affects the structural integrity of any building. Unless expressly agreed in writing by the parties prior to installation, all other improvements made to the leased property shall be, at the option of the Port upon termination of this lease, either the property of the Port or shall be, upon request by Port, removed from the leased premises by Tenant. Port may further require that the leased premises or part thereof be restored to its original condition upon termination of this lease. It is expressly agreed that any property of any type, including machinery and equipment, which is left on the property thirty (30) days beyond termination of this lease shall be the property of Port, unless Port requires Tenant to remove said property and restore the premises.

(2) Tenant will install an electric meter at the building at Tenant's cost.

(3) Any additional improvements to property must have prior written consent of the Port, but consent to these improvements shall not be unreasonably withheld.

10. INDEMNIFICATION:

Tenant shall defend, indemnify and hold Port harmless from all claims, losses, liabilities, causes of action or causes of suit arising out of or related to any activity of Tenant on the leased property or any condition of the leased property or any addition or improvements to the leased property. This provision is specifically intended to include claims made by users of Tenant's property, employees or neighboring land owners alleging damages caused by Tenant's operation and including any damages caused by materials escaping from the leased premises.

11. INSURANCE:

Before going into possession of the leased property, Tenant shall procure and, thereafter, during the term of this lease or any renewal of it, continue to carry the following insurance at Tenant's cost:

A. Public liability and property damage insurance in a responsible company with limits of not less than One Million Dollars (\$1,000,000) for injury to one person, One Million Dollars (\$1,000,000) for injury to two or more persons in one occurrence, and One Million Dollars (\$1,000,000) for damages to property. A single-limit policy of One Million Dollars (\$1,000,000) is acceptable.

B. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased property, shall protect Tenant and shall protect Port and Tenant against claims of third persons; in the event Oregon law increases the Port's exposure to liability under the Oregon Tort Claims Act or subsequent legislation or court decisions, the Port may require insurance in an amount equal to Port's liability exposure.

C. Tenant shall maintain Worker's Compensation Insurance coverage as required by law during the time this lease is in force.

D. Certificates evidencing such insurance naming the Port as an additional insured and bearing endorsements requiring thirty (30) days written notice to the Port prior to any change or cancellation shall be furnished to Port prior to Tenant's occupancy of the property.

12. LIABILITY TO THIRD PERSONS:

A. LIENS:

(1) Except with respect to activities for which Port is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claim or to discharge any lien, Port may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 18 per cent per annum from the date expended by Port and shall be payable on demand. Such action by Port shall both constitute a waiver of any right or remedy which Port may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as, with ten (10) days of request by Port, Tenant secures a bond or deposits money under ORS 87.076, or if said section is repealed under similar terms, assuring that said obligation will be satisfied.

13. QUIET ENJOYMENT:

Port warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances, except any encumbrances of record. Port warrants that Port will not place any industry on Port property adjacent to the leased premises which unreasonably interferes with Tenant's right to light and air. Port reserves all mineral rights and the right to use the leased premises for mineral development during the term of this lease, so long as it does not materially interfere with Tenant's operations. Port will not allow anything within Port's control that will be environmentally detrimental and affect water supply in an environmental way in accordance with state and federal statutes.

14. ASSIGNMENT AND SUBLEASE:

No part of the leased property or Tenant's operations on the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third party by any other means without the prior written consent of Port. This provision shall apply, to the extent allowed by law, to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executives and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. Any such assignment, mortgage or sublease or attempted assignment, mortgage or sublease without the prior written consent of Port is void and, at the option of Port, is an act of default in addition to those listed below. Notwithstanding the foregoing, Tenant may merge or consolidate with other corporations, with Port's consent, said consent not to be unreasonably withheld. Any such merger or consolidation shall require that the original parties to this lease continue to be and remain liable.

15. DEFAULT:

The following shall be events of default:

A. DEFAULT IN RENT:

Failure of Tenant to pay any rent or other charge within fifteen (15) days after it is due.

B. DEFAULT IN OTHER COVENANTS:

Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

C. ABANDONMENT:

Failure of the Tenant for 30 days or more to occupy the property for one or more of the purposes permitted under this lease.

16. REMEDIES ON DEFAULT:

A. TERMINATION:

In the event of a default, the lease may be terminated at the option of the Port by notice in writing to Tenant. This lease may only be terminated if Tenant has not remedied the default within the 30 day grace period. The notice may be given before or within 30 days after the running of the grace period for default. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

B. DAMAGES WITHOUT TERMINATION:

If the lease is not terminated by election of Port or otherwise, Port shall be entitled to recover damages from Tenant for default.

C. RE-ENTRY AFTER TERMINATION:

If the lease is terminated for any reason, Tenant's liability to Port for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

(1) Tenant shall vacate the property immediately, remove any property of Tenant, perform any clean up, alterations or other work required to lease the property in the condition required at the end of the term, and deliver all keys to the Port.

(4) Port may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

D. RE-LETTING:

Following re-entry or abandonment, Port may re-let the premises and in that connection may:

(1) Make any suitable alterations or refurbish the premises, or both, or change the character of the premises, but Port shall not be required to re-let for any use or purpose (other than that specified in the lease) which Port may reasonably consider injurious to the premises, or to any tenant which Port may reasonably consider objectionable.

(2) Re-let all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

E. DAMAGES:

In the event of termination on default, Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(1) Any excess of (a) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (b) the reasonable value of the property for the same period figured as of the date of default, the net results to be discounted to the date of default at a reasonable rate not exceeding 4% per annum.

(2) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.

(3) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

F. REMEDIES CUMULATIVE:

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

17. REPRESENTATIONS:

Tenant has inspected the property and had independently determined that the property, and all aspects of it, in its present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied by Port, including any warranties or merchantability or fitness for a particular purpose.

18. COMPLIANCE WITH LAW-WASTE:

Tenant shall comply with all government rules and regulations related to the leased property and Tenant's use of the leased property. Tenant shall not commit or permit any waste or misuse of the lease property, including erosion.

19. HAZARDOUS MATERIAL:

As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (40 CFR 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, petroleum products, or such other substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the lease premises without the prior written consent of Port, which consent shall not be unreasonably withheld so as long as tenant demonstrates to Port reasonable satisfaction that such hazardous material is necessary to tenant's business and will be used, kept and stored in a manner that complies with all laws and rules regulating any hazardous material. No person shall cause or permit any hazardous material to be discharged or deposited in any part of the sewage or wastewater disposal system. All hazardous materials shall be used strictly in accordance with applicable rules, regulations and ordinances, and under no condition shall any person allow any hazardous material into the air, ground or water that is not in compliance with said rules and regulations. In event any hazardous material escapes, spills, or is otherwise not used in compliance with rules and regulations, the Port shall immediately be notified. The person responsible for the hazardous material will clean up and dispose of the hazardous material in compliance with all rules and regulations governing such spills.

Port acknowledges that any hazardous materials found to have been on the site prior to Tenant's possession of property shall be the responsibility of Port.

20. MISCELLANEOUS:

A. NON WAIVER:

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

B. ATTORNEY FEES:

If suit or action or any appeal therefrom is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

C. INSPECTION OF PREMISES:

Port shall have the right to inspect the premises at any reasonable time or times.

D. SUCCESSION:

Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

E. TIME IS OF THE ESSENCE:

The parties acknowledge and agree that time is of the essence with respect to all the terms, conditions and provisions of this lease.

F. CAPTIONS:

The paragraph headings used herein are for the convenience only and are not intended to broaden or limit the meaning of the terms used.

G. EASEMENTS AND RIGHTS-OF-WAY:

Port reserves the right to authorize easements and rights-of-way for the construction and/or installation of above or below ground utility systems across or through the leased property. Port agrees to so construct and maintain said rights-of-way so as to, to the extent reasonably possible, minimize interference with Tenant's use of the property. Port shall not be liable for damages so long as Port complies with this paragraph.

H. NOTICES:

Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

PORT OF MORROW
One Marine Drive
P.O. Box 200
Boardman, OR 97818

MORROW COUNTY
P. O. Box 788
Heppner, OR 97836

or to such other address as may be specified from time to time by either of the parties in writing.

21. ENTIRE AGREEMENT:

This lease embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. In addition, the parties specifically acknowledge and agree that the term of this lease is as set forth above and that no contract, lease or agreement exists between the parties concerning any extension, renewal or additional lease term. The parties further agree that in the event the parties mutually agree to modify this lease in any way, said modification shall not be effective until reduced to writing and signed by both of the parties.

PORT OF MORROW

Way Neaf
Date 6-25-13

MORROW COUNTY

Jerry K. Sallman
Date 4/10/2013

Attest:

*Bobbi Childers by
Sherese Crawford*
Morrow County Clerk Deputy Clerk



STATE OF Oregon
COUNTY OF Morrow S.S.

On this 25th day of June, 2013, before me personally appeared, Gary D. Neal, whose identity is personally known to me and who by me duly sworn, did say that he is the General Manager of the Port of Morrow, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and acknowledged to me that said corporation executed the same.

Maria Carmen Velasco



STATE OF _____
COUNTY OF _____ S.S.

On this ____ day of _____, 2013, before me personally appeared, _____, whose identity is personally known to me and who by me duly sworn, did say that he is the _____ of the Morrow County Court, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and acknowledged to me that said corporation executed the same.

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

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

With a road agreement to be discussed in the next couple of months with NextEra, I would like to get the team for this negotiation started as soon as possible to get ahead of the curve. There is conversation to have a meeting to start discussing haul routes, road access permits and utility permits the last week of May. During the last road agreement the team was: Public Works Director, County Counsel, County Administrator and a Commissioner. I think something similar would work for this agreement.

2. FISCAL IMPACT:

None

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

Motion for a road use agreement negotiating team consisting of (insert names) to complete a road use agreement with NextEra Energy Resources for the Wheatridge project.

Attach additional background documentation as needed.

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

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

The current aluminum blinds at the courthouse are in disrepair and many do not function at all. The proposed new wood blinds are a better quality blind and should serve well for years to come. They will also be a great enhancement to the decor of the Historic Courthouse.

3 quotes received

Select Blinds- \$6,397.78

Gorge Blinds- \$9,209.00

Home Depot- \$11,781.73

2. FISCAL IMPACT:

This purchase would be from general fund capital outlay building maintenance. current balance is \$38,104.00.

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

Motion to approve purchase pre-authorization of \$6,397.78 to Select Blinds for 2 " wood blinds for the Morrow County courthouse.

Attach additional background documentation as needed.

From: [Justin Nelson](#)
To: [Sandra Pointer](#); [Richard Tovey](#); [Kate Knop](#)
Cc: [Darrell Green](#); [Roberta Lutcher](#); [Matt Scrivner](#)
Subject: RE:
Date: Wednesday, May 08, 2019 3:21:24 PM
Attachments: [Agenda Cover sheet for Pre Authorization on blinds for courthouse.pdf](#)

This looks fine to me- and we have several bids below the \$10,000 threshold, so no issues there also.

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Sandra Pointer
Sent: Wednesday, May 8, 2019 2:56 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Subject:

Kate,

Here is a purchase pre authorization that we would like to get on the agenda for May 15th please. Looks like this was discussed with you and Tony prior, so please let me know if there is anything else I can get you if needed.

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us

Sandra Pointer

From: Kate Knop
Sent: Thursday, May 09, 2019 11:33 AM
To: Sandra Pointer; Justin Nelson; Richard Tovey
Cc: Darrell Green; Roberta Lutcher; Matt Scrivner
Subject: RE:

Sandi,

There is a typo on page 2, under Fiscal Impact. The word capitol should be capital. Other than that, it looks good.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Sandra Pointer
Sent: Wednesday, May 08, 2019 2:56 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
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Morrow County Public Works

Sandi Pointer
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365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us

ORDER #: 5647606 FOR MORROW COUNTY PUBLIC WORKS TONY (NOT PAID)

No promo discounts applied

Shipping Information: [Edit](#)
 morrow county public works TONY
 365 W. Highway 74
 Lexington, OR 97839
 541-989-9500
 aclement@co.morrow.or.us
[Standard Shipping](#)

Billing Information: [Edit](#)
 365 W. Highway 74
 Lexington, OR 97839
 541-989-9500
 aclement@co.morrow.or.us

TOTAL: 6397.78
 Subtotal: 11414.00
 Discounts: 5022.17
 30.00 %
 20.00 %
 Order Processing: 5.95
 Warranty: FREE
 Tax: 0.00

16 LINE ITEMS (TOTAL ITEM COUNT: 39)

2" SELECT AMERICAN HARDWOOD BLINDS [UNSHIPPED - STANDARD](#)
 - EST: 5/3/2019
 49 3/8" X 86" Qty: 2 ✓
 Features: Mount Type-Inside | Easy Lift Systems-Standard Lift | Tilt Type-Wand |
 Headrail Options-Standard Headrail | Tilt Location-Left | Lift Cord Location-Right
 Warranty: 3-Year Limited Warranty
 Item Price: 266.68
 Warranty: 0.00
 Total: 533.36
 Color: Rosewood
 Discounted Total: \$298.68

Line Item Reason: Create New Order

2" SELECT AMERICAN HARDWOOD BLINDS [UNSHIPPED - STANDARD](#)
 - EST: 5/3/2019
 49" X 86" Qty: 12 ✓
 Features: Mount Type-Inside | Easy Lift Systems-Standard Lift | Tilt Type-Wand |
 Headrail Options-Standard Headrail | Tilt Location-Left | Lift Cord Location-Right
 Warranty: 3-Year Limited Warranty
 Item Price: 266.68
 Warranty: 0.00
 Total: 3200.16
 Color: Rosewood
 Discounted Total: \$1,792.09

Line Item Reason: Create New Order

2" SELECT AMERICAN HARDWOOD BLINDS [UNSHIPPED - STANDARD](#)
 - EST: 5/3/2019
 73" X 73" Qty: 2 ✓
 Features: Mount Type-Inside | Easy Lift Systems-Standard Lift | Tilt Type-Wand |
 Headrail Options-Standard Headrail | Tilt Location-Left | Lift Cord Location-Right
 Warranty: 3-Year Limited Warranty
 Item Price: 409.15
 Warranty: 0.00
 Total: 818.30
 Color: Rosewood
 Discounted Total: \$458.25

Line Item Reason: Create New Order

2" SELECT AMERICAN HARDWOOD BLINDS [UNSHIPPED - STANDARD](#)
 - EST: 5/3/2019
 73 1/4" X 52 3/8" Qty: 1 ✓
 Features: Mount Type-Inside | Easy Lift Systems-Standard Lift | Tilt Type-Wand |
 Headrail Options-Standard Headrail | Tilt Location-Left | Lift Cord Location-Right
 Warranty: 3-Year Limited Warranty
 Item Price: 312.11
 Warranty: 0.00
 Total: 312.11
 Color: Rosewood
 Discounted Total: \$174.78

Line Item Reason: Create New Order

<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p>	<p>73 1/8" X 85 3/4" Color: Rosewood</p>	<p>Qty: 1 Item Price: 461.87 Warranty: 0.00 Total: 461.87 Discounted Total: \$258.65 ✓</p>
<p>Line Item Reason: Create New Order</p>		
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p>	<p>73 1/2" X 85 1/2" Color: Rosewood</p>	<p>Qty: 1 Item Price: 461.87 Warranty: 0.00 Total: 461.87 Discounted Total: \$258.65 ✓</p>
<p>Line Item Reason: Create New Order</p>		
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p>	<p>73 3/8" X 90" Color: Rosewood</p>	<p>Qty: 3 Item Price: 461.87 Warranty: 0.00 Total: 1385.61 Discounted Total: \$775.94 ✓</p>
<p>Line Item Reason: Create New Order</p>		
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p>	<p>53 1/4" X 87 1/2" Color: Rosewood</p>	<p>Qty: 2 Item Price: 266.68 Warranty: 0.00 Total: 533.36 Discounted Total: \$298.68 ✓</p>
<p>Line Item Reason: Create New Order</p>		
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p>	<p>53" X 87 1/2" Color: Rosewood</p>	<p>Qty: 1 Item Price: 266.68 Warranty: 0.00 Total: 266.68 Discounted Total: \$149.34 ✓</p>
<p>Line Item Reason: Create New Order</p>		
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p>	<p>49 1/2" X 90 1/4" Color: Rosewood</p>	<p>Qty: 2 Item Price: 266.68 Warranty: 0.00 Total: 533.36 Discounted Total: \$298.68 ✓</p>
<p>Line Item Reason: Create New Order</p>		

<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p> <p>Line Item Reason: Create New Order</p>	<p>47" X 90" Color: Rosewood</p>	<p>Qty: 2 ✓ Item Price: 245.35 Warranty: 0.00 Total: 490.70 Discounted Total: \$274.79</p>
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p> <p>Line Item Reason: Create New Order</p>	<p>49" X 90" Color: Rosewood</p>	<p>Qty: 1 ✓ Item Price: 266.68 Warranty: 0.00 Total: 266.68 Discounted Total: \$149.34</p>
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p> <p>Line Item Reason: Create New Order</p>	<p>49 3/8" X 90" Color: Rosewood</p>	<p>Qty: 3 ✓ Item Price: 266.68 Warranty: 0.00 Total: 800.04 Discounted Total: \$448.02</p>
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p> <p>Line Item Reason: Create New Order</p>	<p>48 3/4" X 90" Color: Rosewood</p>	<p>Qty: 1 ✓ Item Price: 266.68 Warranty: 0.00 Total: 266.68 Discounted Total: \$149.34</p>
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p> <p>Line Item Reason: Create New Order</p>	<p>49 1/4" X 90" Color: Rosewood</p>	<p>Qty: 3 ✓ Item Price: 266.68 Warranty: 0.00 Total: 800.04 Discounted Total: \$448.02</p>
<p>2" SELECT AMERICAN HARDWOOD BLINDS UNSHIPED - STANDARD - EST: 5/3/2019 Features: Mount Type-Inside Easy Lift Systems-Standard Lift Tilt Type-Wand Headrail Options-Standard Headrail Tilt Location-Left Lift Cord Location-Right Warranty: 3-Year Limited Warranty</p> <p>Line Item Reason: Create New Order</p>	<p>33 3/4" X 55 1/2" Color: Rosewood</p>	<p>Qty: 2 ✓ Item Price: 141.59 Warranty: 0.00 Total: 283.18 Discounted Total: \$158.58</p>

Gorge Blinds
1926 12th st, suite 200
Hood River, OR 97031
5413080878
gorgeblinds@gmail.com

Quotation

Quote Number: 8095386	Home Phone: 5419899500
Date Printed: 04/30/2019	Work Phone:
Entered By: Jean Morgan	Cell Phone:
Purchase Order: 2"	Customer Email: aclement@co.morrow.or.us
Mark For / Sidemark: Morrow Co Courthouse	
Sold To: Clement, Tony	Install Address:

Line Item	Qty	Description	Price Per	Extended Price
1.00	2	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 450.00
2.00	12	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 2,700.00
3.00	2	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 299.00	\$ 598.00
4.00	1	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 225.00
5.00	1	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 339.00	\$ 339.00
6.00	1	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 339.00	\$ 339.00
7.00	1	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 225.00
8.00	2	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 450.00
9.00	2	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 450.00
10.00	3	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 339.00	\$ 1,017.00
11.00	2	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 109.00	\$ 218.00
12.00	2	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 199.00	\$ 398.00
13.00	1	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 225.00
14.00	3	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 675.00
15.00	1	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 225.00
16.00	3	Wood Blind (Graber Traditions) 1014 Cherry Wood 2" Stain	\$ 225.00	\$ 675.00
Total Qty	39			
			Subtotal	\$ 9,209.00
			Tax (0%)	\$ 0.00
			Total Price	US \$ 9,209.00

Amount Paid: _____



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aclement@co.mo...
39 \$11781.73

aclement@co.morrow.or.us [Edit](#)

Save Download Duplicate

[Expand All](#)

[aclement@co.morrow.or.us Summary](#)

A Ro... [Edit](#) ~~\$16831.05~~ **\$11781.73**

Room 1	\$16831.05
Shipping	FREE
You'll Save*	\$5049.32
Pretax Total	\$11781.73

OR

[Order Installation*](#)

*Professional installation requires professional measure.

1 **Window 1** [Edit](#)



Levolor			
Premium 2 in. Wood Blind	Item Price	Quantity	Total
	\$417.27	2	\$834.54
Window	\$299.08		\$584.18
Name	Each		
Width	49 3/8"		
Height	86"		
Color	Cherry 120MS001		

Edit Options Swap Blinds Copy Style Duplicate > Delete

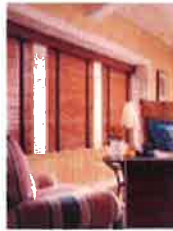
Window 2 [Edit](#)



Levolor			
Premium 2 in. Wood Blind	Item Price	Quantity	Total
	\$417.27	12	\$5007.24
Window	\$299.08		\$3505.08
Name	Each		
Width	49"		
Height	86"		
Color	Cherry 120MS001		

Edit Options Swap Blinds Copy Style Duplicate > Delete

3 Window 3 Edit ▼



Levolor
 Premium 2 in. Wood Blind
 Window
 Name Each
 Width 73"
 Height 73"
 Color Cherry 120MS001

Item	Price	Quantity	Total
Premium 2 in. Wood Blind	\$523.14	2	\$1046.28
Window	\$366.20		\$732.40

Edit Options
 Swap Blinds
 Copy Style
 Duplicate >
 Delete

4 Window 4 Edit ▼



Levolor
 Premium 2 in. Wood Blind
 Window
 Name Each
 Width 73 1/4"
 Height 52 3/8"
 Color Cherry 120MS001

Item	Price	Quantity	Total
Premium 2 in. Wood Blind	\$366.52	1	\$366.52
Window	\$255.86		\$255.86

Edit Options
 Swap Blinds
 Copy Style
 Duplicate >
 Delete

5 Window 5 Edit ▼



Levolor
 Premium 2 in. Wood Blind
 Window
 Name Each
 Width 73 1/8"
 Height 85 3/4"
 Color Cherry 120MS001

Item	Price	Quantity	Total
Premium 2 in. Wood Blind	\$602.52	1	\$602.52
Window	\$401.76		\$421.76

Edit Options
 Swap Blinds
 Copy Style
 Duplicate >
 Delete



Levolor

Item	Quantity	Total
Premium 2 in. Wood Blind	1	\$602.52
Window	Window 6	\$401.76
Name	Each	
Width	75 1/2"	
Height	85 1/2"	
Color	Cherry 120MS001	

- Edit Options
- Swap Blinds
- Copy Style
- Duplicate >
- Delete

7 Window 7 Edit



Levolor

Item	Quantity	Total
Premium 2 in. Wood Blind	1	\$417.27
Window	Window 7	\$202.08
Name	Each	
Width	53"	
Height	87 1/2"	
Color	Cherry 120MS001	

- Edit Options
- Swap Blinds
- Copy Style
- Duplicate >
- Delete

8 Window 8 Edit



Levolor

Item	Quantity	Total
Premium 2 in. Wood Blind	2	\$834.54
Window	Window 8	\$202.08
Name	Each	
Width	53 1/4"	
Height	87 1/2"	
Color	Cherry 120MS001	

- Edit Options
- Swap Blinds
- Copy Style
- Duplicate >
- Delete

Window 9 Edit



Levolor

Item	Quantity	Total
------	----------	-------



Premium 2 in. Wood Blind
 Price \$141.38
 Quantity 2
 Total \$308.97

Window 9
 Name Window 9
 Width 49 1/4"
 Height 90 1/4"
 Color Cherry 120MS001

Edit Options Swap Blinds Copy Style Duplicate > Delete

10 Window 10 [Edit](#)



Levolor Premium 2 in. Wood Blind
 Item Price \$602.52
 Quantity 3
 Total \$1807.56

Window 10
 Name Window 10 Each
 Width 73 3/8"
 Height 90"
 Color Cherry 120MS001

Edit Options Swap Blinds Copy Style Duplicate > Delete

11 Window 11 [Edit](#)



Levolor Premium 2 in. Wood Blind
 Item Price \$230.91
 Quantity 2
 Total \$461.82

Window 11
 Name Window 11 Each
 Width 33 3/4"
 Height 55 1/2"
 Color Cherry 120MS001

Edit Options Swap Blinds Copy Style Duplicate > Delete

12 Window 12 [Edit](#)



Levolor Premium 2 in. Wood Blind
 Item Price \$369.05
 Quantity 2
 Total \$738.10

Window 12
 Name Window 12 Each
 Width 49 1/4"
 Height 90 1/4"
 Color Cherry 120MS001



Window **\$258.33**
 Each
 Name
 Width **47"**
 Height **90"**
 Color **Cherry**
120MS001

- Edit Options
- Swap Blinds
- Copy Style
- Duplicate >
- Delete

13 **Window 13** [Edit](#) ▼



Levolor
 Premium 2 in. Wood Blind

Item	Price	Quantity	Total
Premium 2 in. Wood Blind	\$417.27	1	\$417.27
Window	\$292.09		\$292.09

 Name **13**
 Each
 Width **49"**
 Height **90"**
 Color **Cherry**
120MS001

- Edit Options
- Swap Blinds
- Copy Style
- Duplicate >
- Delete

14 **Window 14** [Edit](#) ▼



Levolor
 Premium 2 in. Wood Blind

Item	Price	Quantity	Total
Premium 2 in. Wood Blind	\$417.27	3	\$1251.81
Window	\$292.09		\$292.09

 Name **14**
 Each
 Width **49 3/8"**
 Height **90"**
 Color **Cherry**
120MS001

- Edit Options
- Swap Blinds
- Copy Style
- Duplicate >
- Delete

Window 15 [Edit](#) ▼



Levolor
 Premium 2 in. Wood Blind

Item	Price	Quantity	Total
Premium 2 in. Wood Blind	\$417.27	1	\$417.27
Window	\$292.09		\$292.09

 Name **15**
 Each

Width 48 3/4"
Height 90"
Color Cherry
120MS001

Edit Options Swap Blinds Copy Style Duplicate > Delete

16 Window 16 [Edit](#)



Levolor
Premium 2 in. Wood Blind
Window Name 16
Width 49 1/4"
Height 90"
Color Cherry
120MS001

Item	Quantity	Total
Premium 2 in. Wood Blind	3	\$1251.81
Window Name 16		\$876.27
Window Name 16		\$292.09

Edit Options Swap Blinds Copy Style Duplicate > Delete

Add New Window

Add New Room

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

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

Morrow County Parks department would like to purchase a 1991 6x6 5-ton dump truck at state surplus. This vehicle has 321 hours and 6,272 miles. The parks department has one 1986 Ford 5 yard dump truck in the fleet. This purchase at this price would be a great asset to the department when hauling material to projects at the park.

2. FISCAL IMPACT:

Funds would be from the Parks Capital Outlay (Equipment line) 238-300-5-40-4103 with a current balance of \$29,499.66.

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

Motion to approve purchase of a 1991 6x6 5-ton dump truck from State surplus in the amount of \$10,000.00.

Attach additional background documentation as needed.

Sandra Pointer

From: Kate Knop
Sent: Thursday, May 09, 2019 11:39 AM
To: Justin Nelson; Matt Scrivner; Roberta Lutcher; Richard Tovey
Cc: Morrow Co Parks Manager; Sandra Pointer; Darrell Green
Subject: RE: Purchase Pre-Authorization

I approve.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Justin Nelson
Sent: Wednesday, May 08, 2019 3:31 PM
To: Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Morrow Co Parks Manager <mcparksmgr@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Subject: RE: Purchase Pre-Authorization

No issues from County Counsel side of things- always procurement exception for purchase of surplus or items from other government agencies.

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: [Justin Nelson](#)
To: [Matt Scrivner](#); [Roberta Lutcher](#); [Kate Knop](#); [Richard Tovey](#)
Cc: [Morrow Co Parks Manager](#); [Sandra Pointer](#); [Darrell Green](#)
Subject: RE: Purchase Pre-Authorization
Date: Wednesday, May 08, 2019 3:30:42 PM
Attachments: [20190508_134319.pdf](#)

No issues from County Counsel side of things- always procurement exception for purchase of surplus or items from other government agencies.

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Matt Scrivner
Sent: Wednesday, May 8, 2019 3:08 PM
To: Roberta Lutcher <rlutcher@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Morrow Co Parks Manager <mcparksmgr@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Subject: Purchase Pre-Authorization

Kate and Justin

Attached is a purchase pre-authorization for a dump truck for the parks department from State surplus.

Matt Scrivner

Public Works Director
Morrow County Public Works
365 W. Hwy 74
Lexington, Oregon 97839
1-541-989-8584 (office)
1-541-980-7468 (cell)



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DUMP TRUCK

Received

Oregon #: 19-289 01 Federal

Service Charge \$10,000.00

1991 6X6 5-TON DUMP TRUCK --- MODEL M929A -- CUMMINS 8.3 TURBO DIESEL --- 6,272 MILES - 321 HOURS --- AUTOMATIC TRANSMISSION -- TRUCK PLATED THAT IT WAS OVERHAULED 09/12 --- GVRW 33,730 LBS

Inventory		Location		
Qty on Hand	1 EA	Warehouse	Location	Qty On Hand
Service Charge	\$10,000.00		OS3	1

Images



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DUMP TRUCK

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Service Charge \$10,000.00

1991 6X6 5-TON DUMP TRUCK -- MODEL M929A -- CUMMINS 8.3 TURBO DIESEL --- 6,272 MILES - 321 HOURS ---- AUTOMATIC TRANSMISSION -- TRUCK PLATED THAT IT WAS OVERHAULED 09/12 --- GVRW 33,730 LBS

Inventory

Location

Qty on Hand	EA	Warehouse	Location	Qty On Hand
			OS3	1
Service Charge	\$10,000.00			

Images



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DUMP TRUCK

Oregon #: 19-289 01 Federal

Received

Service Charge \$10,000.00

1991 6X6 5-TON DUMP TRUCK -- MODEL M929A -- CUMMINS 8.3 TURBO DIESEL -- 6,272 MILES - 321 HOURS --- AUTOMATIC TRANSMISSION -- TRUCK PLATED THAT IT WAS OVERHAULED 09/12 --- GVRW 33,730 LBS

Inventory

Location

Qty on Hand	EA	Warehouse	Location	Qty On Hand
	1		OS3	1
Service Charge	\$10,000.00			

Images





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

(For BOC Use)
Item #
leg

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

Staff Contact: Dave Pranger
Department: Weed Department
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-989-9502
Requested Agenda Date: May 15, 2019

ODOT Intergovernmental Agreement for weed spraying

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

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

Reviewed By:
[Signature] 5/8/19 Department Head Required for all BOC meetings
[Signature] 5/13/19 Admin. Officer/BOC Office Required for all BOC meetings
R. Toley email 5-7-19 County Council *Required for all legal documents
K. Knop email 5-9-19 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

This agreement is to allow Gilliam County Weed Control to spray that section of I-84 from the Gilliam County line east to Tower Road. This agreement with ODOT is new for Morrow County but something ODOT has been doing in the past with Gilliam County but decided we had better sign off on it so all bases are covered. Morrow County is not equipped for spraying residual along I-84 and since Gilliam County is and is already spraying there portion of I-84 it makes sense for them to continue through to Tower Road since that is the end point of ODOT District 9 operations area. The rest of I-84 is sprayed by ODOT themselves by the crew out of Hermiston.

2. FISCAL IMPACT:

None

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

Recommend approval of agreement by Morrow County BOC and have BOC and County Counsel sign

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
Weed Control
Gilliam, Wheeler and Morrow County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and Gilliam County, acting by and through its elected officials, hereinafter referred to as "Agency", and Wheeler County, acting by and through its elected officials, hereinafter referred to as "Wheeler County", and Morrow County, acting by and through its elected officials, hereinafter referred to as "Morrow County", and all herein referred to individually or collectively as "Party" or "Parties".

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with 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.
2. Interstate 84, The Columbia River Highway, State Highway No. 2; OR19, The John Day Highway, State Highway No. 5; OR206, The Wasco-Heppner Highway, State Highway No. 300; OR74, The Heppner Highway, State Highway No. 52; OR218, The Shaniko-Fossil Highway, State Highway No. 291, and OR19, John Day Highway, State Highway No. 5 are a part of the State Highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. State wishes to utilize Agency resources to provide vegetation and noxious weed abatement within State jurisdiction and right of way.
4. Gilliam County will need access to Wheeler County and Morrow County Right of Way in order to perform services to spray State's roadsides and gravel stockpiles for all vegetation, and control noxious weed growth across State owned property.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State wishes to retain the services of Agency to control the growth and spread of noxious weeds across State owned property by spraying herbicides on State-owned gravel stockpiles and within State right of way on both shoulders of the sections of State Highways listed in Exhibit A hereinafter referred to as "Project." The locations of the "Project" activities are approximately identified by the mile points and map included in Exhibit A, which is attached hereto and by this reference made a part hereof.

2. The Project will be financed using State funds in an amount not to exceed \$50,000 annually and a combined total of \$150,000 over the life of this Agreement. The total Project cost is subject to increase only via an executed amendment to this Agreement.
3. For the purpose of cost savings to all Parties; State, Agency, Wheeler County, and Morrow County agree to, TERMS OF AGREEMENT, Paragraph 1 above.

The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or December 31, 2021, unless extended by a fully executed amendment. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.

AGENCY OBLIGATIONS

1. Agency agrees to perform the work as described in TERMS OF AGREEMENT, Paragraph 1, above, on an as-needed basis and as further defined in executed Work Order Authorizations.
2. Agency shall perform the work at the rates as described in Exhibit B, attached hereto and by this reference made a part hereof.
3. Agency shall keep accurate cost accounting records. Agency shall prepare and submit monthly itemized, progress invoices directly to the ODOT District 9 Integrated Vegetation Management (IVM) Coordinator for review and approval. Such invoices will be in a form identifying the Project, the Agreement number and Work Order number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$150,000 during the term of this Agreement, or \$50,000 in any given year. Travel expenses will not be reimbursed.
4. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Agency shall provide a vehicle suitable for the purpose of this Project. Ownership of the vehicle shall remain with Agency. The vehicle will be operated and stored by Agency throughout the year. Agency shall, at its sole expense, be responsible for operating, maintaining and repairing all spray equipment, including the vehicle. This maintenance shall include, but not be limited to, regularly scheduled maintenance and repair work as necessary.
7. Agency shall be responsible for all fuel costs for the vehicle associated with spray related activities covered by this Agreement, including mobilization to and from all work sites on Agency or State properties.
8. Agency shall be responsible for purchasing the herbicide chemicals covered by this Agreement, for work sites, as referenced in TERMS OF AGREEMENT, Paragraph 1, above.
9. Agency shall provide an Herbicide Applicator who is licensed and certified by the State of Oregon to perform the necessary spraying activities under this Agreement. All licenses shall be kept current throughout the life of this Agreement. The Herbicide Applicator shall perform herbicide spraying services for State and Agency during an estimated six (6) month spray season. Agency shall provide the Herbicide Applicator with all necessary training for services under this Agreement. The Agency Herbicide Applicator shall apply chemicals according to methods approved by the State. Herbicide Applicator shall apply any herbicides in accordance with label instructions.
10. Agency shall be responsible for contacting the State's District 9 IVM Coordinator to confirm the approved chemical/pesticide, in the event the chemical/pesticide is proscribed or not available to obtain approval of a replacement.
11. Agency shall follow ODOT's Maintenance Guide and Water Quality and Habitat Guide Best Management Practices (Blue Book), Integrated Vegetation Management (IVM) plan and all other applicable State guidelines and procedures for maintenance activities.
12. Agency's Project Manager shall contact State's District 9 IVM Coordinator monthly to define a spray schedule for the Agency Herbicide Applicator. Spray schedule shall define areas and locations to be sprayed and approximate timeframe for spray activities. Agency shall notify State at least three (3) days prior to commencing any spray activities for work adjacent to or abutting Interstate 84. Agency shall be responsible for all herbicide spraying activities, including such services performed by Agency's Herbicide Applicator as identified by Agency and State's District 9 IVM Coordinator spray schedule.
13. Annually, in the late winter or spring, Agency shall provide State's District 9 IVM Coordinator with a detailed Work Order Authorization, using the form attached as Exhibit C, by this reference incorporated herein and made a part hereof, reflecting intergovernmental planning and technical assistance, to be incorporated into each

year's herbicide treatment for the project. Each Work Order Authorization issued pursuant to this Agreement shall become a part of this Agreement. Agency and State shall sign the Work Order Authorization before commencement of work. Each Work Order Authorization Form may be in the form of a PDF document and circulated for signature by email but must include action to be taken, labor involved, equipment necessary, chemical/pesticide to be used, cost estimates for work, and shall not exceed \$50,000. Agency and State will mutually agree to the work plan and work plan budget. No work is to be performed until the Work Order is fully executed by the State and Agency.

14. The Work Order Authorization form may be signed on behalf of Agency by the Agency's Project Manager.
15. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
16. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
17. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
18. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately

defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

19. If Agency enters into a contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$2,200,000 for each job site or location. Each annual aggregate limit will not be less than \$4,400,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this

clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

20. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
21. Agency's Project Manager for this Project is: Don Farrar, Gilliam/Wheeler County Project Manager, 509 S Lincoln Street, PO Box 427, Condon, OR 97823, (541) 384-4222, Don.farrar@co.gilliam.or.us or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

WHEELER COUNTY OBLIGATIONS

1. Wheeler County grants Agency and State the right to enter onto Wheeler County right of way as needed in order to perform the work as described in TERMS OF AGREEMENT, Paragraph 1, above.
2. Wheeler County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Wheeler County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Wheeler County.
3. Wheeler County's Project Manager for this Project is: Don Farrar, Gilliam/Wheeler County Project Manager, 509 S Lincoln Street, PO Box 427, Condon, OR 97823, (541) 384-4222 Don.farrar@co.gilliam.or.us or assigned designee upon individual's absence. Wheeler County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

MORROW COUNTY OBLIGATIONS

1. Morrow County grants Agency and State the right to enter onto Morrow County right of way as needed in order to perform the work as described in TERMS OF AGREEMENT, Paragraph 1 above.
2. Morrow County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Morrow County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Morrow County.
3. Morrow County's Project Manager for this Project is: Dave Pranger, Morrow County Weed Control Supervisor, 365 West Highway 74, PO Box 428, Lexington, OR 97839, (541) 989-9502, mcweed@co.morrow.or.us or assigned designee upon individual's absence. Morrow County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of each approved Project invoice up to a maximum amount of \$50,000 in any calendar year and not to exceed \$150,000 over the life of this Agreement. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
2. State agrees to review Work Order Authorizations submitted by Agency. Each Work Order Authorization issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. No work is to be performed until the Work Order is fully executed by the State and Agency.
3. The Work Order Authorization form may be signed on behalf of the State by State's District 9 IVM Coordinator or District 9 Manager.
4. State grants Agency the right to enter onto State right of way as needed in order to perform the work as described in TERMS OF AGREEMENT, Paragraph 1, above.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
6. State's District 9 IVM Coordinator will ensure the Agency is aware of and has access to ODOT's Maintenance Guide and the Water Quality and Habitat Guide Best Management Practices (Blue Book), Integrated Vegetation Management (IVM) plan and all applicable State policies and procedures for maintenance activities.
7. State's Integrated Vegetation Management (IVM) Coordinator for this Project is Scott Peters, ODOT District 9 Operations Coordinator, 3313 Bret Clodfelter Way, The Dalles, OR 97058. (541) 296-2215. scott.peters@odot.state.or.us or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, Wheeler County, and Morrow County, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency, Wheeler County, or Morrow County fail to perform any of the other provisions of this Agreement, or so fails to pursue the work as to

endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. **Americans with Disabilities Act Compliance:**

- a. Agency shall ensure that the services it provides under this Agreement (“Services”) comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”). Agency shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 (“MG 100-107”), MG144-03 (“MG144-03”), and MG Activities-2 (“MG Activities-2”).
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.
- c. When Agency is providing Services to ODOT under this Agreement, Agency shall:
 - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
 - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 (“OTTCH”). For Services included in MG Activities-2 “Situations” Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers’ shift.

- d. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
 - i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 9 Office located at ODOT District 9 Office located at ODOT- Region 4, 3313 Bret Clodfelter Way, The Dalles, OR 97058 during regular business hours, or at the following locations online:
 - MG 100-107:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
 - MG 144-03:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf
 - MG Activities-2:
https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf
 - ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against any Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the other Party or Parties in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the other Party or Parties on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of State on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which any other Party or Parties is jointly liable with State (or would be if joined in the Third Party Claim), the other Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the other Party or Parties on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The other Parties' contribution amount in any instance is each capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. Each Party acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of that Party which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable the requesting Party.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. This Agreement and attached exhibits constitute the entire agreement among the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

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

GILLIAM COUNTY, by and through its elected officials

By _____

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

WHEELER COUNTY, by and through its elected officials

By _____

Date _____

MORROW COUNTY, by and through its elected officials

By _____

Date _____

Agency & Wheeler County Contact:

Don Farrar
Gilliam/Wheeler County Project Manager
509 S Lincoln Street, PO Box 427, Condon,
OR 97823
(541) 384-4222 Don.farrar@co.gilliam.or.us

Morrow County Contact:

Dave Pranger
Morrow County Weed Control Supervisor
365 West Highway 74, PO Box 428,
Lexington, OR 97839
(541) 989-9502, mcweed@co.morrow.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____
District 9 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Jennifer O'Brien via email
Assistant Attorney General

Date May 7, 2019

State Contact:

Scott Peters,
District 9 Operations Coordinator 3313
Bret Clodfelter Way
The Dalles, OR 97058
(541) 296-2215
scott.peters@odot.state.or.us

EXHIBIT A

State Highways System Locations To Be Sprayed			
Highway Name	Beginning Mile Point	Ending Mile Point	Total Miles
Interstate 84, Columbia River Highway, State Highway No. 2	114.6	149.5	34.9
OR19, John Day Highway, State Highway No. 5	0	59.64	59.64
OR206, Wasco-Heppner Highway, State Highway No. 300	14.96	54.86	39.9
OR74, Heppner Highway, State Highway No. 52	0	8.44	8.44
OR218, Shaniko-Fossil Highway, State Highway No. 291	23.09	42.95	19.86
Gilliam into Wheeler Hwy 005/ OR19	52.06	59.64	7.58
Gilliam into Morrow Hwy 002 / I84	149.5	159.3	9.8
Total Miles			189.92

ODOT Gravel Stockpiles Locations To Be Sprayed	
Highway Number	Mile Point Locations
OR19, John Day Highway, State Highway No. 5	20, 22.1, 33.9, 37.9, 42, 45, 51
OR206, Wasco-Heppner Highway, State Highway No. 300	15 (Burre's Park), 20, 32.6, 45.7, 52
OR218, Shaniko-Fossil Highway, State Highway No. 291	23, 29.5, 37.5
OR74, Heppner Highway, State Highway No. 52	8

Exhibit A (continued)

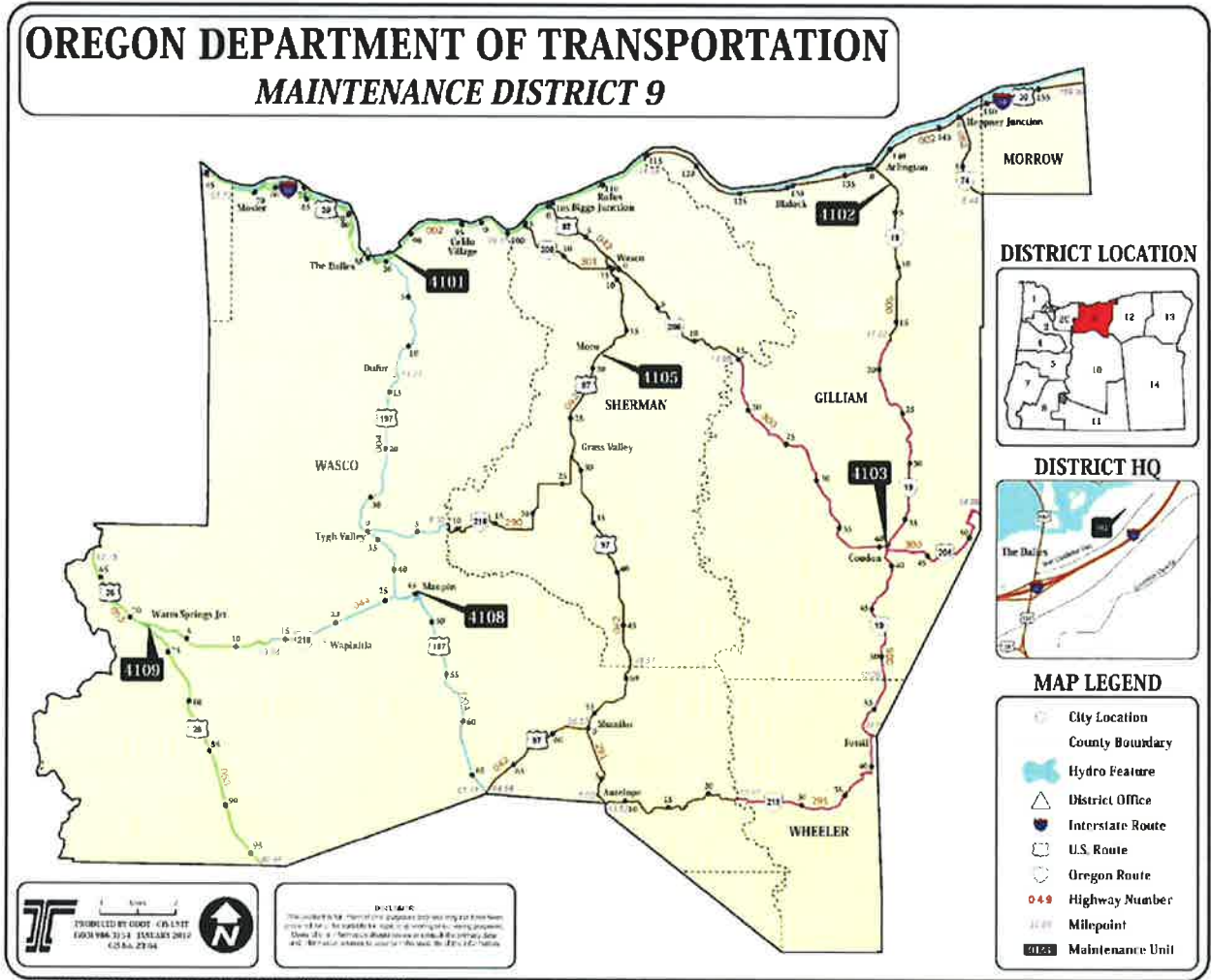


Exhibit B

Personnel Rates*			
Position	Labor Hourly Rate	Overhead Hourly Rate	Total Hourly Rate
Weed Officer	25.71	18.00	43.71
Weed Officer (OT)	38.57	27.00	65.57
Weed Assistant	24.09	18.00	42.09
Weed Asst. (OT)	36.14	27.00	63.14

**rates subject to annual Cost of Living Adjustment (COLA) increase not to exceed 3%*

Equipment Rates		
Equipment	Equipment No.	Rate
Truck Mt. Sprayer	5019	\$23.00/hour
Truck Mt. Sprayer	5020	\$23.00/hour
Trailer(s)	90054	\$5.00/hour
Spray Truck	5025	\$100.00/hour
2002 Polaris ATV	90058	\$7.50/hour
2011 Polaris ATV	90059	\$7.50/hour

EXHIBIT C

WORK ORDER AUTHORIZATION - _____
Agreement No. _____ Work Order No. _____

Under the terms of the _____ and State Agreement dated __, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: _____

State Work Order Coordinator: _____

Total Authorized Amount of this Work Order \$ _____ Expenditure Acct. No.: _____

Work Order Start Date: _____ Work Order End Date: _____

Effective Date: No Work shall occur until signed by all Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

STATEMENT OF WORK is attached, and incorporated by this reference. *Please include assumptions & expectations; roles and responsibilities; tasks; deliverable(s); deliverable due date(s); standards for work acceptance; and task breakdown, showing hours per task, estimated cost per task, and staff classifications and names assigned to each task, and summary of estimated cost per task. The work must be within the original scope of work in the Agreement.*

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY State: I acknowledge and certify that the work in this work order authorization is within the scope of work of the original Agreement.

Name/Title Date

ACCEPTANCE OF TERMS BY _____: (Local agency)

Name/Title Date

APPROVED AS TO LEGAL SUFFICIENCY: If work order exceeds \$150,000 (alone or in combination with other work orders issued under this Agreement), DOJ signature required

Asst. Attorney General Date

cc: Agency _____
State's Work Order Coordinator
OPO AGREEMENTS, Central Services for General Files

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

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

Morrow County Public Works requested the services of a qualified Airport Engineering Services to provide services for various County Airport projects as the need arises. Work is expected to be accomplished during the course of several Federal Aviation Administration grant projects. It is very important that a firm is familiar with Federal Aviation Administrations expectations, rules and regulations.

A review panel which consisted of Five individuals included, Kate Knop; Finance Director, Darrell Green MC Administrator, Eric Imes; Assistant Road Master, Matt Scrivner; Public Works Director and Sandi Pointer; Management Assistant. Had carefully reviewed the one request that had been submitted on April 4, 2019. You will find their score sheets along with what the contractor had submitted and what was available for them to make the submission.

Morrow County Public Works is confident that we award the Aviation Engineering contract to Century West Engineering Corporation.

2. FISCAL IMPACT:

In the event we use the firm is when we have a Federal Aviation Grant which will bring revenue to the Airport budget. Their cost is almost always reimbursable via the Grant.

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

Move to award the Aviation Engineering contract to Century West Engineering Corporation.

Attach additional background documentation as needed.

RFP Score Sheet

04.30.2019

Proposer

Centurywest Engineering Services

Total Score

**SP
#1**

**KK
#2**

**DG
#3**

**EI
#4**

**MS
#5**

#6

TOTAL

Century West Engineering Services		60	100	100	88	91			439
									0
									0
									0
		60	100	100	88	91	0		

#1 Sandi Pointer, MC Management Assistant

#2 Kate Knop, Finance Director

#3 Darrell Green, MC Administrator

#4 Eric Imes, Assistant Road Master

#5 Matt Scrivner, Public Works Director

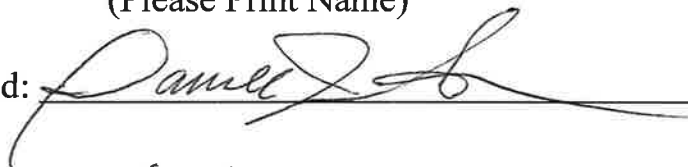
Request For Proposals
Aviation Engineering

Evaluation Criteria Score Sheet

Proposer: Century West

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Consultant's Capabilities//Experience	60	<u>60</u>
B. Qualifications and experience of outside Consultants regularly engaged by the Consultant under consideration	20	<u>20</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>10</u>

Scored by: Darrell Green
(Please Print Name)

Signed: 

Date: 4/30/19

100

Request For Proposals
Aviation Engineering

Evaluation Criteria Score Sheet

Proposer: Centurywest Engineering -

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Consultant's Capabilities//Experience	60	<u>40</u>
B. Qualifications and experience of outside Consultants regularly engaged by the Consultant under consideration	20	<u>10</u>
C. Labor & Equipment Availability	10	<u>5</u>
D. Method of Approach	10	<u>5</u>

Scored by: Sandi Pinter
(Please Print Name)

Signed: 

Date: 4/30/19 -

60 -

Request For Proposals
Aviation Engineering

Evaluation Criteria Score Sheet

Proposer: Century West

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Consultant's Capabilities//Experience	60	<u>55</u>
B. Qualifications and experience of outside Consultants regularly engaged by the Consultant under consideration	20	<u>15</u>
C. Labor & Equipment Availability	10	<u>9</u>
D. Method of Approach	10	<u>9</u>

Scored by: ERIC L. JAMES
(Please Print Name)

88

Signed: Eric L. James

Date: 4/29/19

Request For Proposals
Aviation Engineering

Evaluation Criteria Score Sheet

Proposer: Century West

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Consultant's Capabilities//Experience	60	<u>55</u>
B. Qualifications and experience of outside Consultants regularly engaged by the Consultant under consideration	20	<u>20</u>
C. Labor & Equipment Availability	10	18
D. Method of Approach	10	18

Scored by: MATTHEW B. SCRINER
(Please Print Name)

Signed: 

Date: 4/30/19

2
2
2
Confirmed w/
Matt w/

Request For Proposals
Aviation Engineering

Evaluation Criteria Score Sheet

Proposer: Century West

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Consultant's Capabilities//Experience	60	<u>60</u>
B. Qualifications and experience of outside Consultants regularly engaged by the Consultant under consideration	20	<u>20</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>10</u>

Scored by: Mike Knop
(Please Print Name)

Signed: Mike Knop

Date: 4/30/19

100

REQUEST FOR QUALIFICATIONS

FOR

Engineering Aviation project Services

FOR

MORROW COUNTY LEXINGTON AIRPORT

MORROW COUNTY

365 W Hwy 74
P.O. Box 428
Lexington, Oregon 97839
(541) 989-9500

March 2019

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INTRODUCTION

Morrow County, hereinafter known as the County, is seeking the services of a qualified Airport Engineering Services to provide services for various County Airport projects as the need arises. Work is expected to be accomplished during the course of several Federal Aviation Administration grant projects. The contract is anticipated to start APRIL 2019 and will cover a period of five (5) years. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

Separate work orders will be developed for each County project.

Section 1: RFQ Submittal and Closing Date

Six copies of the RFQ must be received by 4:00 p.m. local time on **April 4, 2019**. RFQs may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Firms submitting RFQs not in compliance with Section 4 will be considered non-responsive. RFQs must be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-9500

Section 2: Inquiries

2.1 Questions that arise prior to the RFQ deadline shall be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-9500

2.2 Consultants shall submit questions in writing to Sandi Pointer no later than seven days prior to the submittal date. Substantive questions and answers will be provided to all RFQ recipients.

Section 3: General Statement of Work and Delivery Schedule

3.1 General Work Statements

The objective of this work is to assist Morrow County with the design and construction of a variety of grant funded airport improvement projects at the Morrow County Lexington Airport.

3.2 Consultant's Responsibilities

The scope of work to be performed by the consultant for various airport design projects may include engineering services relating to the Preliminary phase, Design Phase, Bidding and Negotiation Phase, and Construction Phase of the projects.

1. Assist the County with development, planning and execution of projects.
2. Prepare preliminary project costs.
3. Meet with the County and representatives of local, state, and federal agencies as necessary.
4. Engineering services specific to projects with cost estimates.
5. Assist the County in the financial planning for projects including assistance with grant applications.

Section 4: RFQ Content Requirements

4.0 No Fee Schedule

Costs will be evaluated as part of the selection process. A Preliminary Fee Schedule must be included with each project.

4.1 Consultant's Capabilities/Experience/References

Outline the consultant's capabilities and experience with regard to the requested services. The response should address the following:

- Experience with similar projects. Provide references.
- Internal procedures and/or policies related to work quality and cost control.
- Details regarding experience with the FAA grant program and compliance requirements.
- Equipment available.
- Response time.

4.2 Project Team

Outline the firm's personnel who would work with the County. The response should address the following:

- Extent of principal involvement.
- Names of key members who will be performing the work on these projects and their responsibilities.
- Qualifications and relevant individual experience, including subconsultants.

4.3 Method of Approach

Outline the firm's approach to working with the County on County projects.

4.4 Understanding of Requested Services and Local Area Factors

Outline the firm understands of the requested services and the impact of local area factors on these services. The response should address items such as experience and familiarity with local conditions that could affect project construction success such as local materials sources, weather limitations, local contracting resources, etc.

Section 5: Proposal Evaluation and Consultant Selection

5.1 Evaluation Process

Statements of Qualifications submitted on time will be reviewed against the Pass/Fail criteria. RFQ's meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria (listed below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if the County determines it is in the public interest to do so.

5.2 Evaluation Criteria

Each proposal will be judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Criteria	Maximum Score
A. Consultant's Capabilities/Experience	60
B. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration	20
C. Labor & Equipment Availability	10
D. Method of Approach	10
Total Maximum Score:	100

Section 6: General Information

- 6.1 The County may require any clarification or change it needs to understand the selected consultant's project approach.
- 6.2 The successful consultant must have Worker's Compensation Insurance covering work in Oregon. The successful consultant must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
- 6.3 The County reserves the right to reject any or all proposals, and is not liable for any costs the consultant incurs while preparing or presenting the proposal.
- 6.4 The County reserves the right to cancel this RFQ upon a good cause finding.
- 6.5 The County may award a contract to the consultant whose proposal, in the opinion of the County, would be most advantageous to the County.
- 6.6 The selected consultant will be required to assume responsibility for all services outlined in the RFQ, whether the consultant or a subconsultant produces them.

— ADVERTISEMENT —

REQUEST FOR QUALIFICATIONS FOR
Engineering Aviation Project Services

Morrow County Lexington Airport

Morrow County, Oregon, requests proposals from qualified Engineering Aviation Project Services to provide engineering services for various Morrow County Lexington Airport projects. Firms submitting qualifications shall be considered based upon the following general evaluation criteria:

1. Qualifications
2. Experience.
3. Method of approach.
4. Availability of labor and equipment.

Copies of the Request for Qualifications may be obtained from Morrow County, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500, spointer@co.morrow.or.us. Complete proposals will be accepted at the same address until 4:00 p.m., April 4, 2019.



REQUEST FOR QUALIFICATIONS



Engineering Aviation Project Services

**MORROW COUNTY
LEXINGTON AIRPORT**

APRIL 4, 2019



ENGINEERING

1969 - 2019 50th Anniversary



April 4, 2019

Sandi Pointer
Morrow County
365 Highway 74
Lexington, Oregon 97839

Re: Statement of Qualifications Aviation Project Engineering Services for Morrow County Lexington Airport

Dear Sandi:

Century West Engineering Corporation (Century West) is pleased to respond to your Request for Qualifications for upcoming work at Lexington Airport. We are excited about the opportunity to continue working with you and are committed to helping make your projects a success. Century West is the right choice for the following reasons:

We are familiar with your airport. Our relationship with you extends back to the preparation of your master plan in 2001. Together, Century West and Morrow County (County) have completed the much needed reconstruction of the Airport's taxiway system, as well as the reconstruction of Runway 8-26. As with our prior projects, we have added your County Engineer, Ferguson Surveying/Engineering, to our team. We are ready to begin work immediately, without any learning curve.

We consistently meet schedule and budget requirements. All Century West airport engineering projects have been completed on schedule and within budget. We understand that consistency in meeting deadlines and budgets is one of the keys to maintaining strong and effective working relationships. Upholding commitments to our clients is our highest priority and a point of pride within the entire Century West organization.

We have an excellent working relationship with the FAA. Our staff has worked directly with Federal Aviation Administration (FAA) staff in the Seattle Airport District Office (ADO) for many years. We understand FAA's expectations and are able to anticipate their potential concerns. We have direct working experience and excellent working relationships with Jason Ritchie, Ben Dahle, and Sean Callahan, your FAA project contacts. This experience allows Century West to be an effective liaison between the County and the FAA.

Our team has a history of client responsiveness and satisfaction. The team we present has worked together for over 10 years and has a history of prompt responsiveness to sponsor questions and issues. This attitude of service has led to superior client satisfaction and a history of repeat work with our client base. Our approach is to serve as an extension of your staff, assisting you in meeting your project goals and objectives. The evidence of our success in this area is that we have added new airport clients each year and have secured repeat work with our existing clients. We look forward to providing the County with the service and responsiveness that you expect from a top-notch consulting firm.

If you have any questions regarding the information we have presented, please call me at 541-322-8962. We look forward to working with you and to serving the County and its airport users in the coming years.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Headley".

Tom Headley, PE
Project Manger
AHeadley@CenturyWest.com

A handwritten signature in black ink, appearing to read "Joe Roshak".

Joe Roshak, PE
President
JRoshak@CenturyWest.com

SECTION 4.0 Fee Schedule

As Morrow County's Airport Engineering Consultant, Century West Engineering Corporation (Century West) will develop a fee schedule for each project based on the FAA-approved Scope of Work. Preliminary project cost estimates for capital improvement planning and grant application procedures will also be developed as needed.

SECTION 4.1 Consultant's Capabilities/Experience/References

Introduction to Century West

Comprised of more than 65 engineering, planning, and support staff, Century West is a Pacific Northwest consulting firm that has served clients by providing innovative solutions and quality service for 50 years. From our nine offices located throughout Washington, Oregon, and Idaho, Century West specializes in two key areas: **aviation and municipal engineering**.

Century West began serving Oregon airports in 1975 and has completed projects at more than three-quarters of Oregon's public airports.

Throughout the past 18 years, Century West has completed a wide range of airport projects for Morrow County Lexington Airport. We provide the advantage of having in-house airport engineers and planners that have worked together for more than a decade. Our ability to provide integrated planning and engineering with a team experienced with the Lexington Airport's project history will allow us to begin work immediately on the first project assignment with a deep understanding of the history of the project and the required steps to make implementation a success.

Our airport master planning and engineering experience is recognized throughout the airport industry in the Northwest and within the Federal Aviation Administration (FAA) for its superior technical content and sound analyses that effectively support successful projects. We have extensive experience with all FAA Airport Improvement Program (AIP) processes and have excellent relationships with FAA staff. We also coordinate closely with the Oregon Department of Aviation (ODA) on all projects and through the State Capital Improvement Program (SCIP) process and have an excellent track record acquiring and administering Connect Oregon and Critical Oregon Airport Relief Program (COAR) projects. This familiarity with FAA and ODA allows us to plan, engineer, and construct projects effectively and maximize the funding available to our clients.

We are prepared to immediately begin work on the design for the runway, taxiway, and apron seal coat Runway End Identifier Lights (REILs) installation; and taxiway reconstruction projects identified in your Capital Improvement Plan (CIP). We recognize the need to maintain the momentum created by County staff. While all projects require coordination with an array of stakeholders, it is the projects currently underway that will benefit from the continuity of Century West's expert team with current and historical knowledge of the Lexington Airport.

IN-HOUSE CONSULTING SERVICES

The following list represents the aviation and municipal services provided by Century West:



AVIATION



ON-CALL CONSULTING



TRANSPORTATION



WASTEWATER



RECREATIONAL FACILITIES



WATER



STORMWATER

Capabilities

With nearly 50 years of continuous service to airport clients, Century West is recognized as one of longest established aviation consulting firms in the Northwest. We value long-term relationships with our clients and strive to provide the highest standard of professional consulting services. Century West's key airport staff are all nationally certified professional planners or licensed professional engineers.

Our airport experience and capabilities include all aspects of airport planning, design, construction, environmental services, financial analysis, and other specialized capabilities.

Century West has the unique ability to serve the Lexington Airport in each of these areas with highly skilled and experienced staff from our aviation headquarters located in our Bend office. Staff from our Bend office has completed runway projects throughout Central Oregon including the Runway 10-28 extension project at Prineville Airport, Madras Airport Runway 16-34 rehabilitation project, Redmond Airport Runway 4-22 rehabilitation project, Sunriver Runway 18-36 rehabilitation, and the \$7M Helicopter Operations Area project at the Bend Airport. We have completed the design of fuel systems at Bend, Redmond, and Madras in the last three years. We have also completed countless other improvement projects including rotating beacons, apron improvements, taxiway design, a wide array of on-call consulting activities, and Airport Master Plans (AMP) for multiple Central Oregon airports. This, paired with our work at Portland International, Portland-Hillsboro, and Spokane International airports

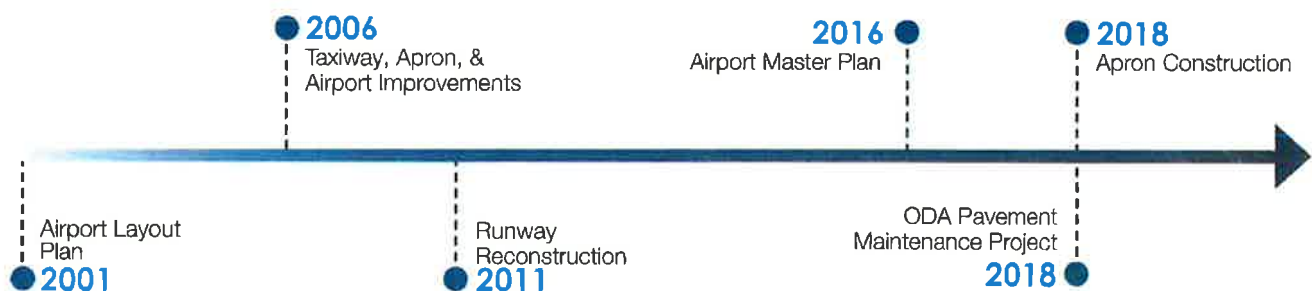
demonstrates our ability to handle all planning, engineering, or construction management projects that will be completed over the next five years at the Lexington Airport. The fact that our experienced staff is located in Bend means that we can provide you with the most responsive and cost effective service.

Our ability to provide these services has been demonstrated through our multiple successful projects at Lexington Airport throughout the last 18 years. Since the 2006 Airport Improvements and Taxiway Project, the 2011 Runway Reconstruction, 2016 Master Plan, and the 2018 Fuel Apron project, we have made it our objective to be accessible. Because we are located in Bend, we are able to adjust our schedules and be at the airport in just a few hours, if called upon to do so.

The vast majority of our aviation projects involve FAA or state funding. Over our long aviation engineering history, we have developed a high level of trust with the individuals staffing these funding agencies. This trust has been cultivated by years of providing consistently high quality work products while representing the interests of our airport clients. Additionally, all of our key staff are on FAA's direct email list, which allows each project participant to receive revised or new forms as they are updated by the Seattle Airport District Office (ADO). This keeps the County in compliance with current FAA requirements. All of this results in smooth and efficient airport projects and sustainable success in funding Lexington's airport improvement projects.

Century West is the only aviation engineering firm that has provided professional services to Morrow County Lexington Airport for nearly 15 years.

PROJECTS CENTURY WEST HAS COMPLETED AT LEXINGTON AIRPORT



Aviation Engineering, Design, and Construction Management Experience

Century West has conducted more than 700 airport projects since its first runway rehabilitation project at Roberts Field in Redmond, Oregon in 1975 and is one of the longest-established Northwest consulting firms serving Oregon and Washington airports. Our airport experience and capabilities include all aspects of airport planning, design, construction, environmental services, financial analysis, and other specialized capabilities. The following types of projects are representative of the airport services provided by Century West:

Planning

- Airport Master Planning (AMP)
- Airport Layout Planning (ALP)
- Airport Land Use Planning
- Airport Financial/Business Planning
- Terminal Area Plans
- Industrial Park Plans
- Cargo Facility Planning
- Aircraft Hangar Planning
- Airport Fuel Facility Planning
- Airport Noise Compatibility Planning
- Airport Security Plans
- Airport Access Roads, Fencing, and Security
- Weather Systems Planning
- CIP Development and Management

FAA & Grant Processes

- Grant Program Development and Management
- CIP Development
- Grant Preparation and Administration
- Airport Fly-Friendly Brochures
- Public Involvement Programs
- FAR Part 77 Airspace Reviews
- FAA Form 7460 Analysis and Preparation
- FAA Form 7480 Analysis and Preparation

Environmental

- National Environmental Policy Act (NEPA) Environmental Assessments
- State Environmental Policy Act (SEPA) Environmental Assessments
- Environmental Site Assessments
- Geotechnical Site Evaluations
- Underground Storage Tank Removal and Permitting
- Cultural Resource Surveys
- Wetland Investigations
- Endangered Species Studies

Design & Construction

- Runways/Taxiways
- Aircraft Parking Aprons
- Airport Industrial Parks
- Aircraft Hangars
- Weather Systems
- Airfield Lighting Systems
- Navigational Aids
- Airport Access Roads, Fencing, and Security
- Construction Management, Inspection, and Testing
- Obstruction Removal and Safety Area Improvements
- Site Grading and Drainage Improvements
- Civil Infrastructure and Utility Improvements



Experience with Similar Projects

In addition to providing the County with aviation consultant services since 2001, our team has delivered dozens of successful projects around the Northwest that are closely related to Lexington Airport's upcoming runway, taxiway, apron, and lighting rehabilitation project. Taxiway extension projects, such as the one to be performed at Lexington, are also included in our recent experience. This section provides an overview of several of our recent grant-funded, similar project experience. We encourage you to call the references provided at the end of this section to hear about Century West's success providing similar services to airport clients.

MORROW COUNTY-LEXINGTON AIRPORT FUEL APRON

Lexington, OR

Century West provided design services for 65,000 square feet of asphalt pavement that will provide additional General Aviation (GA) small aircraft tie-down space and improved taxilane access to the airport's fueling facility and existing connector taxiways. The project included apron and taxilane geometry layout, grading and drainage design, pavement marking, and construction of elevated reflectors. Century West was also contracted to provide construction management services for the project.



FLORENCE MUNICIPAL AIRPORT LIGHTING IMPROVEMENTS

Florence, OR

The Florence Municipal Airport had ongoing maintenance issues with their existing electrical system and desired to upgrade the Airport's electrical capabilities to match what is depicted on the ALP. Additionally, the Airport was due for pavement maintenance repairs including crack sealing and a slurry seal of the entire Runway 15-33 and parallel Taxiway A. These components were included in the design of the Airport seal coat and lighting improvements project that Century West completed design on in 2018.

The existing Medium Intensity Runway Lighting (MIRL) system and Runway 33 Precision Approach Path Indicator (PAPI) were constructed in the 1980s and had reached the end of their useful lives. The existing Runway 33 PAPI no longer met FAA siting criteria and must be relocated. The Airport desired to add a PAPI to Runway 15 and REILs to each runway end as a part of the project. Additionally, the Airport's recent pavement inspection report identified locations on the runway and taxiway that warranted crack sealing and a slurry seal coat.



Century West, under contract with the City of Florence, used FAA AIP funds and a Critical Oregon Aviation Relief (COAR) grant from ODA to design the electrical and pavement improvements in the spring of 2018. The project was bid in July 2018, and due to a competitive bidding market, bids came in higher than anticipated. Due to recent pavement maintenance activities at the Airport, the City elected to remove those items from the scope of work and focus on the electrical improvements; however, there was still a funding shortfall to construct all of the electrical items. Century West was able to work with the contractor to develop an alternative that included directional boring in lieu of in-pavement trenching in select locations that resulted in a cost savings to the project. As a result, the City was able to fund all of the electrical improvements.

CHRISTMAS VALLEY AIRPORT TAXIWAY AND APRON CONSTRUCTION

Christmas Valley, OR

Century West was selected by the Christmas Valley Park and Recreation District to provide planning, design, and construction services for the reconstruction of an existing aircraft parking apron and construction of a new 5,200-foot parallel taxiway. Increased use of the apron by helicopters required a reconfigured layout to provide required setbacks. In addition, the apron pavement section was completely reconstructed due to its low Pavement Condition Index (PCI) rating. A new parallel taxiway was constructed to eliminate back-taxi movements on Runway 7-25, further enhancing operational safety at the airport. The project was funded through the use of a Connect Oregon V Grant as well as FAA funds. The grant package enabled construction of the improvements with no out-of-pocket costs to the owner. Other project elements included new mandatory guidance signs, elevated edge lighting at taxiway connections to the runway, and elevated reflectors along the parallel taxiway. The construction cost of the improvements was \$1.7 million.



MADRAS MUNICIPAL AIRPORT RUNWAY REHABILITATION

Madras, OR

Century West was the lead engineer for the reconstruction of Runway 16- 34, the main runway at the Madras Municipal Airport. The project included the removal of existing runway pavement and excavation of a new subgrade that had provided limited frost protection. The runway was reconstructed with a thicker pavement section to accommodate the heavier aircraft that now use the airport, most notably DC-7 and MD-87s. In addition, the existing shed runway cross section was replaced with a center crown section in accordance with FAA guidance.



KEN JERNSTEDT AIRPORT SOUTH APRON AND TAXIWAY REHABILITATION PROJECT

Hood River, OR

Century West provided design, bidding, and construction services for the reconfiguration and rehabilitation of the taxiways, taxilanes, and aprons on the south side of the airport. Safety improvements included removing the fuel tank and the parallel taxiway from the Runway Object-Free Zone (OFZ) and reconfiguring pavement profiles to eliminate non-standard cross-slopes. The main apron was also reconfigured to accommodate future hangar development.



MADRAS MUNICIPAL AIRPORT TAXIWAY RECONSTRUCTION

Madras, OR

Century West performed engineering services for design and bidding, and currently construction, for reconstruction of the Airport's parallel and connector taxiways. This project includes full depth reconstruction of all existing taxiways serving Runway 16-34, construction of a new midfield taxiway, construction of a new turnout, reconfiguration of taxiway edge lighting, installation of lighted signs, conversion of existing edge lights from incandescent to LED fixtures, and extension of drainage facilities to better serve areas east of the taxiway. Key challenges in this project were converting the existing taxiway cross section from a shed to a crown section (FAA's preferred cross section). This required extension of existing storm drains to manage the changes in site drainage patterns. A second key challenge was related to the design of edge lighting. Because of the increase in edge lights required with the new configuration, Century West determined that switching to LED lighting would be the most cost-effective approach. This provided an added benefit to the client of lower costs for light replacement. Century West, by working closely with FAA and ODA, was able to coordinate funding availability with the City's cash flow in order deliver a project that greatly improved the Airport's taxiway infrastructure within the City's budget constraints.



ODA PAVEMENT MAINTENANCE PROGRAM VARIOUS ODA AIRPORTS

Oregon, Statewide

Century West administers the ODA's Pavement Maintenance Program (PMP), performing programming, inspection, design, bidding, and construction management services for more than a dozen Oregon public-use airports every year. Programmed projects address pavement maintenance needs in a rigorous, cost-effective manner using pavement maintenance methods such as crack sealing, patching, and surface sealing. Century West's project manager, James Kirby, PE, uses his prior inspection, design, and project management experience on nearly every airport in the PMP Program to guide the program through all phases of the project. In addition to James, many Century West staff have participated in the design and construction management phases of this unique program with cumulative experience on most of the public use airports in the state.

Century West has been administering the PMP program continually since 2015 with an average annual total project cost of \$1.3 to \$1.5 million.



BEND MUNICIPAL AIRPORT, WEST APRON RECONSTRUCTION AND REHABILITATION

Bend, Oregon

Serving at the City of Bend's airport consultant of record, Century West provided planning, funding coordination, design, bidding, and construction services for nearly \$1.5 million in apron improvements at the Bend Airport. This project served to fully reconstruct the north 21,000 square-yards of the apron where heavily deteriorated pavements created a Foreign Object Debris (FOD) hazard for aircraft, while bringing the striping and tie-down configuration into compliance with current FAA standards. Additionally, the reconstruction of the apron area greatly reduces the potential for stormwater intrusion into the pavement section along Taxiway A. The south 25,000 square-yards of the apron received a crack repair and fog seal treatment to extend its useful life, while simultaneously reconfiguring taxilanes and tie-downs to meet current FAA safety clearance guidelines. The project removes the existing helicopter parking positions on the south apron which have been relocated to the Helicopter Operations Area on the northeast corner of the Airport. The West Apron project is the final element of an overall \$9.8-million, multi-year program to separate fixed and rotor wing traffic at the Bend Airport. Prior to the program, the mix of fixed wing and rotor wing traffic in the air and on the ground was identified by the City, ODA, and the FAA as a significant concern for the safe operation of the Airport. The overall program is funded through three FAA AIP grants, two Connect Oregon grants, and City of Bend funds.



SUNRIVER AIRPORT PARALLEL TAXIWAY RELOCATION AND APRON RECONSTRUCTION

Sunriver, Oregon

Sunriver Airport selected Century West to design and coordinate the ODA COAR funding for the relocation and extension of the airport's single parallel taxiway. Safety at the Airport will be improved by relocating and constructing a full-length parallel taxiway with a new runway-taxiway separation distance consistent with the Airport's B-II Airport Reference Code. In-line with the Airport's current Master Plan, the proposed 35-foot-wide paved taxiway will be relocated west to provide a 240-foot runway centerline to parallel taxiway centerline separation. Currently the two centerlines are separated by approximately 154 feet. Furthermore, the parallel taxiway would be extended approximately 1,150 feet north to create a full-length parallel taxiway with a total length of 5,455 feet. The taxiway relocation and reconstruction project is proposed for two phases to allow future reconfiguration of the existing apron prior to reconstruction of the taxiway adjacent the apron. Additional improvements to be constructed as part of this project include the relocation of the existing segmented circle and wind cone, existing beacon, addition of an automated weather system (AWOS), and the construction of a new electrical room to support airport facilities.



References

Century West has an outstanding record of serving airport clients, building and supporting facility visions, and delivering projects. Our client references are a testament to the success of our projects.

CLIENT	CONTACT	PHONE
Auburn Municipal Airport	Tim Mensonides, Airport Manager	253.288.4332
Bend Airport	Gary Judd, Airport Manager	541.389.0258
Bremerton National Airport	Fred Sallsbury, Airport Manager	360.674.2381
Christmas Valley Airport	Ron Wilson, Airport Manager	503.250.3134
Redmond Municipal Airport	Zach Bass, Airport Director	541.504.3496
Oregon Department of Aviation	Heather Peck, Agency Program Manager	503.378.3168
McMinville Municipal Airport	Rich Spofford, Engineering Services Manger	503.434.7312
Madras Airport	Rob Berg, Airport Manager	541.475.6947

Familiarity with Federal and State Requirements

All of our aviation projects involve FAA and/or state funding, and we are thoroughly familiar with all technical requirements, including state/federal grant processes. Beyond technical knowledge, we have developed a high level of trust with these agencies based on years of providing consistent high-quality products while representing the interests of our airport clients. This has resulted in efficient projects and well-coordinated, sustainable success in funding airport improvement projects.

By specializing in airport consulting, we are continuously involved in project coordination with the FAA, which provides great benefit to our clients. Century West staff have worked directly with FAA staff for many years providing an in-depth understanding of the FAA's expectations when completing airport projects and the ability to anticipate potential concerns and address them before problems can occur. We regularly participate in industry review of draft airport Advisory Circulars prior to publication. Our team closely follows changes in FAA standards and requirements that affect our clients and projects. All of this experience makes us an effective liaison between our clients and FAA staff. We offer extensive history working with your FAA ADO representatives (Jason Ritchie, Ben Dahle, and Sean Callahan), and will use this familiarity to navigate federal requirements and deliver your project.

We are also familiar with FAA financial programs, including AIP Discretionary, General Aviation, Non-Primary Entitlements, (NPE), Primary Entitlements, and Passenger Facility Charges (PFCs). We routinely assist our clients with FAA grant applications, project reimbursement forms, Disadvantaged Business Enterprise (DBE) program management, design reports, construction reports, and project closeout documentation.

With regard to state requirements, we have extensive experience with the state's Connect Oregon and COAR Programs as sources for project funding. This, coupled with our excellent working relationship with ODA, enables us to help our clients supplement their FAA projects with state funding resources.

FAA Administration Capabilities

Century West knows the FAA processes. FAA administration requirements include a number of items such as:

- Grant applications
- Grant management
- Quarterly and annual reporting
- Annual CIP project list development
- Joint planning committee meetings
- DBE goal development and reporting
- Environmental documentation reporting
- Washington State Airport Information System annual review/updates

Additionally, design justifications, FAA review, construction administration, closeout paperwork, and other documentation/reporting is required as projects move forward.

We can coordinate and perform all FAA administration for the Airport as necessary. As part of the National Plan of Integrated Airport Systems (NPIAS), and receiving FAA grant funding, the Airport is responsible for adhering to various grant assurance and FAA administration requirements. Keeping up with the ongoing FAA related grant administration requirements and project specific processes can be cumbersome and require extensive time and effort. Century West routinely provides these services for our aviation clients.

Grant Administration FAA/AIP Grant Program

Century West has complete capability to assist you with administration of your FAA or other grant programs. We routinely prepare pre-applications, grant applications, and prepare sponsor reimbursement requests as well as manage overall project cost information. Our involvement with project grant administration at this level allows us to effectively manage the overall project cost. The result is a consistent history of keeping projects within original budgets.

As you know, FAA issues the grant for the project after the design is complete and after construction bids have been obtained. Our process is to prepare the final grant application paperwork during the bid period, so that the only missing information is the construction cost. Once bids are opened, we enter the construction cost and deliver the application to you for signature and submittal to FAA. This process expedited FAA grant offers.

When it comes to reimbursement for project costs, we prepare FAA reimbursement request paperwork and supporting documentation for your review, signature, and submittal to FAA.

Knowledge of AIP Grant Management Requirements

Century West is familiar with FAA financial programs, including:

- AIP Discretionary
- General Aviation (GA)
- NPEs
- Primary Entitlements
- PFCs

We routinely assist our clients with FAA grant applications, project reimbursement forms, DBE program management, design reports, construction reports, and project closeout documentation.



With nearly \$100 million in funding obtained for our clients since 2008, this is truly the foundation of our business model.

Airport Planning Expertise

Through our comprehensive evaluation of design standards, airspace planning criteria, and other FAA guidance, we accurately identify changes in applicable planning criteria that have occurred since the prior AMP or ALP drawings were approved.

Our staff transitions easily from the planning process to the engineering design process. Our team has worked together for many years and many of the members of the Century West staff are involved in both aviation planning and subsequent aviation engineering projects. This results in a smooth transition from one phase to the next. We do not lose valuable project time familiarizing ourselves with the assumptions made in the planning process in order to move forward with design because we were involved from the beginning. Just as our planning staff is well-regarded by the FAA and the planning community, our engineering staff is recognized by the FAA and the engineering community as thorough, accurate, responsive, and technically competent.



Quality Control Procedures

Our team will ensure that the needed reviews are completed before a project is finalized to guarantee complete consistency with stated project needs and objectives. In addition to our project manager providing daily project oversight, Matt Rogers, our QA/QC Manager will perform our internal quality assurance/control checks. By not being involved in the day-to-day design process, Matt will be able to objectively review assumptions, analyses, drawings, and specifications. The QA/QC review will be coordinated through the project manager (Tom Headley) and will occur at key milestones. To ensure project quality, our procedure is to:

- Maintain our close working relationship with you throughout all phases of the project. We will meet with you and other project stakeholders on a regular basis. This allows us to track all critical project issues and action items, ensuring that your project issues, concerns, and objectives are addressed.
- Follow procedures outlined in Century West's Quality Control Manual. This manual serves a guideline to our project staff and provides an organized structure for developing, managing, completing, and delivering projects for our clients.
- Conform to procedures, guidelines, and criteria, outlined in applicable FAA Advisory Circulars.
- Assign a QA/QC manager and/or a company principal to the project. This action requires that we assign a senior level, company principal to review the project at key project milestones. The assigned QA/QC manager (Matt Rogers, as mentioned previously) will not be involved in day-to-day project activities, but has experience with the types of project being reviewed. The role of the QA/QC manager is to provide an independent evaluation and check on project assumptions, calculations, objectives, and overall project quality.

Century West values our current and past working relationship with Morrow County and strongly desires to continue this partnership in the future. Through close communications, Century West will serve as an extension of your staff, addressing project issues as they arise, without delay. Our approach is simple: a prompt resolution of problems or potential problems will ensure a consistently high-level of work quality and successful projects. Our experience has shown that these procedures are critical in the ability to provide quality work products, keep projects on budget, and deliver them on schedule.

Results

Century West airport planning and design documents are recognized by FAA and our clients for their very high level of detail and technical content. Our team has a proven track record of obtaining all required FAA approvals. Through our comprehensive evaluation of design standards, airspace planning criteria and other FAA guidance, we accurately identify changes in applicable planning criteria that have occurred since the prior master plan or ALP drawings were approved.

Our ability to smoothly integrate expertise in areas such as municipal utilities design, storm drainage/water quality, permitting, environmental consulting, financial planning and land use planning provides a broad base of knowledge that can address the wide range of issues that are anticipated during the planning process.

In addition, we frequently identify and correct errors, oversights, or inconsistent application of FAA planning and design standards contained in earlier AMP plans or ALP drawings that have previously gone unnoticed. Recent examples include erroneous relocations of building restriction lines and aircraft parking lines that resulted in significant increases in transitional surface penetrations; incorrect application of design standards for development of a new parallel taxiway; use of the incorrect type of obstacle clearance approach (OCA) for an instrument runway; inconsistent definitions of design aircraft; and taxilane designs that did not provide standard OFA clearances (to adjacent hangars and aircraft tiedowns). Century West places great emphasis on ensuring that our airport plans and design drawings provide our clients with a reliable path to accommodate future development needs.

Approach to Meeting Budget & Schedule

Our firm has an outstanding record when it comes to completing projects within original time frames and cost estimates. Our project management philosophy, procedures, tools, and attentive project managers are able to move projects forwards and deliver results. Some of the critical tools or methods that we will use to keep your projects on track are as indicated on the right.

Maintaining effective and consistent communication between the consultant and the client on a regular basis has proven to be the most reliable way to ensure work quality and avoid cost overruns. Century West implements a strong communication program (internally and externally) to assist in managing budgets.

Because of our approach to project scope development, our experience with a wide variety of airport projects, and our management and communication programs, Century West has a very low incidence of budget changes. We encourage you to contact our references in this regard.

Our ability to deliver can be demonstrated in that our approach to other projects has yielded similar results. Clients benefit from our approach in the following ways:

- We communicate effectively with our clients so the incidence of engineering services change orders is extremely low
- We have experience in a wide variety of projects; we anticipate construction issues, resulting in a low percentage of construction change orders
- We understand the “big picture” when it comes to AIP grants and eliminate grant cost overruns
- We are fair and effective negotiators with construction contractors so our clients are protected from construction claims

Project Approach Methods

- 1** Schedule initial meeting with airport management staff and other stakeholders to thoroughly scope project details, expectations, constraints, permits and other jurisdictional requirements, and FAA regulations.
- 2** Identify and assign clear responsibilities to Century West team members, airport staff, and/or other stakeholders.
- 3** Routine coordination calls on our projects to further enhance communication of the consultant team and other project stakeholders.
- 4** Assess and update a monthly status report (or more frequently as necessary), to identify current schedule and status or project elements, decisions, pending action items, and/or other stakeholders.
- 5** Conduct regular team meetings to discuss project status, address issues, and develop action items for the next work period.
- 6** Attend routine County/Airport meetings to stay apprised of airport needs and related other critical timelines.

Equipment & Response Time

Work for your project will be conducted from our Bend, Oregon office. Our Bend office serves as the headquarters for our aviation services business line, and has all of the necessary resources to complete any project you undertake. What this means is that our key aviation staff are located nearby. This distinguishes us from firms that may have offices across the state, but have their aviation staff headquartered in offices in Western Oregon or out of state.

Tom Headley, our project manager for your airport, is located in the Bend office along with over half of our airport engineers, technicians, and construction inspectors. Several subconsultants that we regularly engage for airport projects are also located in Bend. This means that all of the resources needed to plan, design, budget, construct, inspect, and execute airport projects are located within a short distance from your airport.

Half of our firm’s 65+ professional and technical staff have significant airport experience—all of whom are available for this project, if needed. All members of our team have compatible computers, software, and email systems that allow easy circulation of information and files. Our experience working together between different office locations demonstrates Century West’s ability to call on its own technical expertise wherever it is located and to deliver immediate service to our clients on a wide variety of projects in any location.

To enhance our ability to respond quickly and provide a local presence on your project we are partnering with Ferguson Surveying/Engineering, located in Mt. Vernon, Oregon. Ferguson will assist with local coordination, perform project surveying, and assist in construction observation and administration of your projects. Century West and Ferguson have worked together since the early 2000s on several successful airport projects.

Projects Century West & Ferguson Teaming Experience

Lexington Airport - **3** projects

Boardman Airport - **2** projects

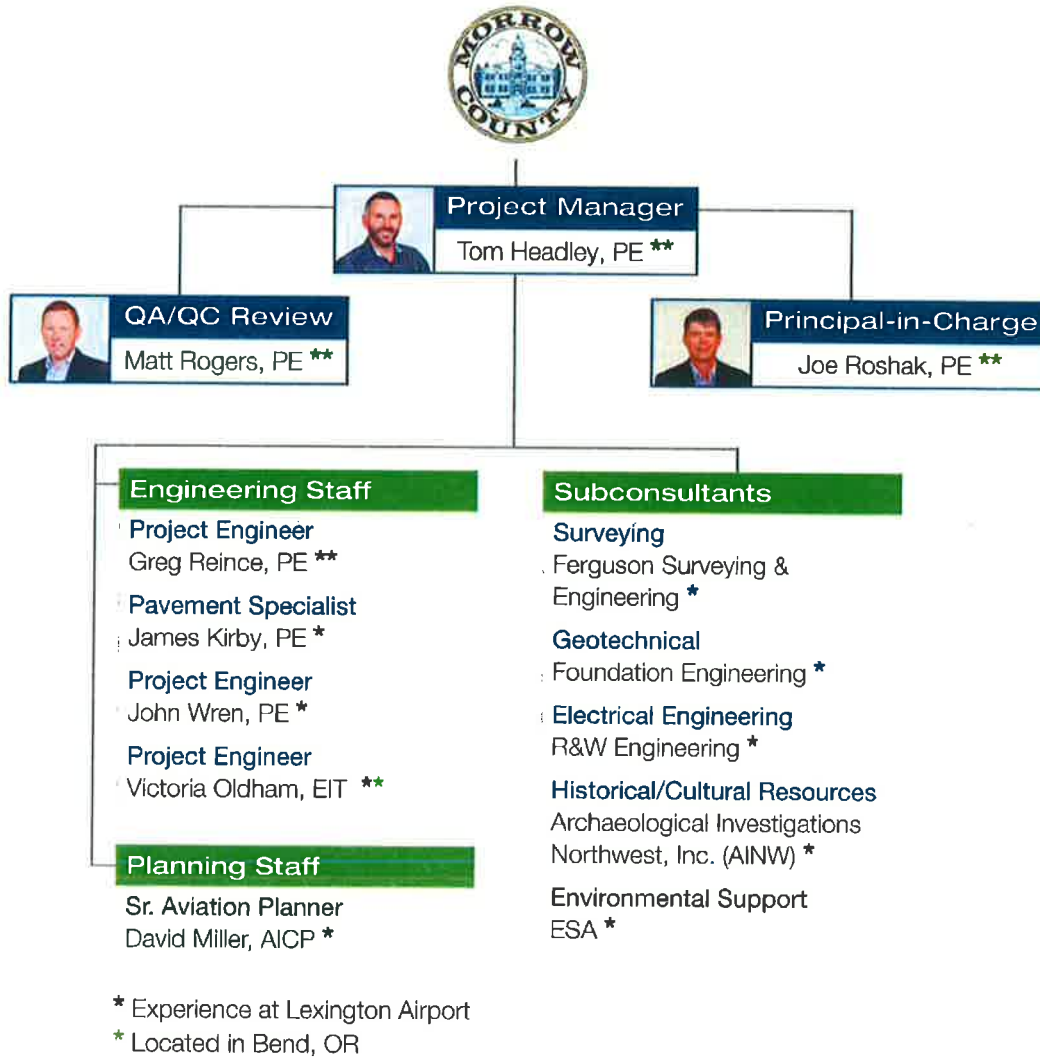
Joseph State Airport - **2** projects

SECTION 4.2 Project Team

All project staff assigned to your project have worked together for many years. This history of strong working relationships ensures that project work will begin immediately with staff experienced in completing project work with one another. Included below is an organizational chart and brief resumes for the key staff members and subconsultants that make up our team.

Extent of Principal Involvement

Joe Roshak, PE, will serve as Century West's Principal-in-Charge. Joe has been with Century West for his entire engineering career, which spans over 31 years. Over that time, he has gained a reputation in the aviation industry, with airports around the state, and with key agencies such as FAA and ODA, for producing quality work, on time, within budget, and with a high degree of client satisfaction. He has a working relationship with ODA that extends back to the late 1980s and has completed projects at Lexington Airport. His design and management background is supported by extensive field experience in airfield and highway paving projects. Joe's primary duties will be to approve project work scopes and fee estimates and to negotiate agreements. As he has done on past County projects, Joe will work with the County to understand the key objectives and identify the challenges associated with completing the project.





Joe Roshak, PE | Role: Principal-in-Charge

Joe will provide principal oversight and review functions for the project. He has been with Century West for more than 31 years and has a long history working on aviation related projects. He has served as a design engineer, resident engineer, and project manager on numerous aviation, roadway, paving, and utility projects. Joe has a proactive management style, and he is highly regarded among his clients for his ability to deliver projects on time and on budget. He has an outstanding reputation for honesty and integrity which makes him an effective negotiator and problem solver when dealing with construction contracts and resolving project conflicts.

Key Facts

Education: BS Civil Engineering, University of Portland

Professional Engineer: Oregon #16693PE

Years of Experience: 31

Office location: Bend, Oregon

Experience at Similar Airports

Redmond Airport, McMinnville Airport, Troutdale Airport, Portland International Airport, Prineville Airport



Tom Headley, PE | Role: Project Manager

Tom will serve as the project manager and primary point of contact for Lexington Airport. He will be responsible for project delivery, client coordination, internal project management, and team coordination. While managing Redmond's Runway Rehabilitation project, Tom developed a strong understanding of recent changes to FAA airport requirements and design standards. His positive and productive relationships with FAA staff have been integral to the success of the projects under his management. Located in Bend and familiar with Century West's expert team, Tom's objective is to be attentive and responsive to the needs of Airport staff and stakeholders. Tom maintains a connection to the large-scale planning programs within Central Oregon through Central Oregon

Area Commission on Transportation (COACT) and similar meeting attendance. This appreciation for the larger horizon will ensure that long-range program goals are not neglected for the immediate project requirements.

Key Facts

Education: MS Business & Engineering, Oregon State University
BS Civil Engineering, Oregon State University

Professional Engineer: Oregon #77854PE

Certified Water Rights Examiner: Oregon #77854CWRE

Years of Experience: 11

Office location: Bend, Oregon

Experience at Similar Airports

Redmond Airport, Hood River Airport, Siletz Bay State Airport, Prineville Airport, Lexington Airport, Madras Airport, Bend Airport



Matt Rogers, PE | Role: QA/QC Manager

Matt manages Century West's aviation planning program in conjunction with our firm's planning, engineering, and technical staff. Matt also serves as airport project manager and design engineer, responsible for managing a variety of airport design and construction projects. He has been with Century West for more than 25 years and has a long history working on aviation related projects. Matt works closely with our senior aviation planner and our entire airport planning group to ensure that all phases of the project are efficiently coordinated and performed. Our staff conducts weekly aviation planning staff meetings that are used to identify project needs and to ensure that project progress follows schedules and budgets.

Key Facts

Education: BS Civil Engineering, Oregon State University

Professional Engineer: Oregon #54761

Years of Experience: 25

Office location: Bend, Oregon

Experience at Similar Airports

Bend Municipal Airport, Madras Municipal Airport, Auburn Municipal Airport, Methow Valley State Airport, Prineville Airport, Lexington Airport



James Kirby, PE | Role: Project Engineer – Pavement Specialist

James has over 17 years of experience providing a wide range of civil engineering consulting services to public and private clients on airport projects. James' experience includes leading teams in all phases of the design and construction of runway, taxiway, apron, electrical, and landside projects with a special emphasis on pavements and pavement maintenance through his experience on the ODA's PMP Program.

Key Facts

Education: BS Civil Engineering, Oregon State University
Professional Engineer: Oregon #65566PE
Years of Experience: 17
Office location: Portland, Oregon

Experience at Similar Airports

Aurora State Airport, Bend Municipal Airport, Curry County - Brookings Airport, Grants Pass Airport, ODA PMP, Lexington Airport



Greg Reince, PE | Role: Project Engineer

As a project engineer, Greg is responsible for performing engineering design and analysis for a variety of aviation projects. He prepares design drawings, specifications, and cost estimates for grading, paving, and drainage projects, and performs construction observation. For planning projects he provides assistance on cost estimating. Greg's recent projects include apron planning and design work at Cle Elum Municipal and water system/fire flow evaluations as part of our master plans at Portland-Mulino Airport and Sequim Valley Airport.

Key Facts

Education: MS Civil Engineering, University of Idaho
B.S. Civil Engineering, University of Idaho
Professional Engineer: Oregon #92820PE
Years of Experience: 5
Office location: Bend, Oregon

Experience at Similar Airports

Madras Municipal Airport, Bend Municipal Airport, Lexington Municipal Airport, Christmas Valley Airport



David Miller, AICP | Role: Lead Aviation Planner

David has 35 years of professional aviation consulting experience, including the past 22 years as Century West's senior aviation consultant. David provides an exceptional knowledge of airport design and airspace planning standards, in addition to the operation of airports. He serves as the technical lead within Century West for all projects involving airport planning and routinely evaluates our firm's airport designs for consistency with FAA planning standards. As a planner specializing in the built environment, David is known for creating innovative facility designs that are efficient, realistic to construct, and consistently approved and accepted by FAA, state aviation agencies, and our airport clients. During his tenure at Century West, David has served as the lead aviation

planner on the previous projects at Lexington Airport.

Key Facts

Education: BS Air Commerce & Transportation Technology, Florida Institute of Technology
Airport Systems Planning & Design Program, University of California, Berkeley
Registration: American Institute of Certified Planners (AICP)
Years of Experience: 35
Office location: Ellensburg, Washington

Experience at Similar Airports

McMinnville Municipal Airport, Skagit Regional Airport, Troutdale Airport, Bend Municipal Airport, Lexington Airport



John Wren, PE | Role: Project Engineer

Throughout his career, John has focused on design-construction continuity while working on variety of transportation and utility projects in Oregon and Washington. Recognized for his ability to manage and inspect complex construction projects, John's involvement during design and construction provides value to project quality and his clients. John has proven experience at McMinnville Airport, Hood River, and Hillsboro Airport.

Key Facts

Education: BS Civil Engineering, Oregon State University

Professional Engineer: Oregon #77677

Years of Experience: 12

Office location: Portland, OR

Experience at Similar Airports

McMinnville Municipal Airport, Skagit Regional Airport, Troutdale Airport, Bend Municipal Airport, Hood River Airport, Hillsboro Airport, and Lexington Airport

Ferguson Surveying & Engineering | Surveying

Founded in 1974, the firm was incorporated under the name "Oregon East Engineering." Later the name was changed to "Ferguson Surveying and Engineering, Inc." (Ferguson). Douglas Ferguson founded this firm based on his background with the Oregon Department of Transportation, and the United States Forest Service; his experience as a partner in the firm of Bagett, Griffith, and Ferguson; and his position as the Grant County Engineer. Their clients include large timber companies such as Edward Hines Lumber Company and Boise Cascade Corporation, as well as the United States Forest Service, and the Grant County Road Department. The following is a list of airports where they have performed work:

- Lexington Airport - layout and survey work; provided project supervision and advice throughout the project and served as the representative of Morrow County Public Works Department
- Joseph State Airport - layout and construction surveying
- Burns Municipal Airport - layout and construction surveying
- Grant County Regional Airport - layout and construction surveying. Offsite infrastructure including work on the Industrial Park and access roads.
- Boardman Airport - layout and construction surveying
- Lexington Airport - Detail site topography survey during various phases, layout and construction surveying

Foundation Engineering | Geotechnical Engineering

Foundation Engineering, Inc. (FEI) is an Oregon-based geotechnical consulting firm providing services to Pacific Northwest clients since 1982. They have offices in Corvallis and Beaverton. FEI staff includes several geotechnical engineers or engineering staff, a certified engineering geologist, and administrative personnel. FEI performs geotechnical investigations for a variety of projects including airports, bridges, buildings, commercial and residential developments, communication towers, earth embankments, industrial facilities, landslides, pavement studies, road construction, retaining walls, and water and wastewater systems.

FEI has successfully teamed with Century West for recent projects at the Morrow County Lexington Airport. They have also completed geotechnical investigations for similar projects at other nearby airports. A select list of relevant airport projects include:

- Lexington Airport
 - » Taxiway and Taxilane Reconstruction
 - » Runway 8-26 Improvements
 - » Apron Reconstruction
- Columbia Gorge Regional Airport
 - » Runway 13-31 and Taxiway Improvements
 - » Taxiway A Improvements
 - » Apron Rehabilitation
- Hermiston Municipal Airport
 - » Taxiway Relocation
 - » Apron Rehabilitation
- Eastern Oregon Regional Airport – Pendleton – Runway 7-25 Rehabilitation
- Boardman Airport – Runway 4-22 Rehabilitation (2004)
- Condon State Airport – New Apron and Taxiway Reconstruction
- Wasco State Airport – New Apron and Access Road

R&W Engineering | Electrical Engineering

R&W is a full service mechanical and electrical consulting firm established in 1978. Its principal and lead engineers have extensive experience in various types of design work with aviation, municipal industrial, commercial, institutional, and governmental clients. R&W is a self-motivated company equipped to produce professional, high-quality, and innovative designs responsive to the needs of its clients. R&W's services include mechanical and electrical engineering design, energy services, instrumentation and control systems, programmable logic controller design, software development, and start-up services. R&W's role will be to support the design team by providing electrical engineering for modifications or improvements to airport lighting and electrical systems. Their experience includes work for Century West at McMinnville Municipal, Condon State, Ken Jernstedt (Hood River), Christmas Valley, Bandon State, Madras, Prineville, Florence, and many more.

Archaeological Investigations Northwest, Inc. | Archaeological & Cultural Resources

Archaeological Investigations Northwest, Inc. (AINW) provides a wide range of archaeological and historical services including predeterminations, surveys, site testing and evaluation, data recovery, predictive modeling, historic architectural research, ethnographic studies, lithic analysis, and blood residue analysis.

AINW was founded in 1989 to provide a broad array of cultural resource consulting services to both public and private clients in the Pacific Northwest. AINW is among the most highly qualified cultural resource firms in the western United States. AINW's professional archaeologists, historians, and architectural historians are experienced in a wide range of regulatory compliance and historic resource projects.

AINW senior staff have extensive experience and familiarity with federal, state, and local cultural resource laws, regulations, and procedures. Their staff includes specialists in prehistoric and historic archaeology, historical research, historic architecture, faunal analysis, historic ceramics analysis, bead technology, lithic technology, and blood residue analysis. They also have a skilled support staff involved in field archaeology, laboratory analysis, and report and graphics production. All AINW senior and supervisory staff meet the Professional Qualifications Standards of the Secretary of the Interior Guidelines for Historic Preservation Projects (36 CFR 61, Appendix A) and have completed training in implementation of Section 106 of the National Historic Preservation Act.

Environmental Science Associates | Environmental Support

Environmental Science Associates (ESA) is a full-service, multidisciplinary environmental consulting firm offering services in planning, design, and environmental analysis. Since 1969, ESA has prepared thousands of environmental documents for compliance with local, state, and federal regulations and has built a reputation for responsive client service and technical credibility. With more than 500 scientists, biologists, planners, and engineers firm-wide, ESA offers a full range of environmental analysis services in support of a wide range of projects.

ESA distinguishes itself from other environmental firms through the establishment of an Airports Group, a dedicated aviation consulting practice within ESA that serves airports nationwide. ESA Airports' services encompass NEPA, land use planning, noise analysis, air quality modeling, greenhouse gas inventories, sustainability assessments, permitting, environmental/construction monitoring, restoration, and public involvement. In preparing NEPA documentation, ESA Airports works closely with FAA staff to ensure that the NEPA documentation is in compliance with all applicable laws and regulations, including FAA's internal guidance (FAA Orders 5050.4B, 1050.1F, and the 1050.1F Desk Reference) and applicable Advisory Circulars (ACs).

ESA brings an interdisciplinary approach to resolve environmental issues specific to airport projects and devise practical solutions for both small projects and large, complex projects. From master plan updates to the design of capital improvement plan projects, they provide a range of environmental services from wetland and wildlife field investigations, preparation of permit applications and technical reports, and agency coordination, all in compliance with FAA standards. Their airport experience includes the projects below:

- Water Resources Environmental Consulting Services, Port of Portland; Portland, Hillsboro, and Troutdale, OR
- Bend Municipal Airport Eastside Helipad; Bend, OR
- Pearson Field Airport EA Wetland Delineation; Vancouver, WA
- Madras Airport Master Plan Update; Madras, OR

SECTION 4.3 Method of Approach

Morrow County and Century West – Proven Project Partners

Over the past 18 years, it has been our pleasure to get to know your County staff and the details of the Lexington Airport. We have worked together as project partners to see several significant projects through to their successful completion. Our primary approach to the upcoming years of engineering services is to build upon that success, incorporate lessons and experience gained from previous projects, and help the County set the course for future improvements at the Airport.

As an example of this approach, the completion of the 2018 Fuel Apron project saw a discussion with County Staff and Ferguson identifying several potential means to create project cost savings for the future. Our working partnership will bring this group together once again to present and discuss what our engineers have found following that meeting. The outcome of this effort will be a proposal to the FAA for a Modification of Standards to formally document our group’s findings.

Our Approach to Lexington Airport’s CIP

Century West has been adding both experienced and young engineering staff to our aviation services team across the Pacific Northwest. While the same core group that has served Lexington Airport since 2001 will continue to work directly with you, we can now draw from a larger bench of talented design and planning professionals. This improves our capacity and capability to meet your schedule and budget for the Airport’s upcoming projects.

Experience with Multi-Year Engineering Contracts

Our goal under a multi-year agreement is to keep our clients positioned and ready to proceed on future projects. Century West’s track record of successful airport projects speaks to this experience. We do this by continually updating planned project costs, performing annual CIP updates, communicating with FAA staff about airport needs, assisting clients with grant applications, and maintaining regular contact with our clients. The result of this effort is that you are properly positioned and ready to proceed with a project as funding allows.

We know that all airports are unique and we do not presume they need the same type or level of service. While there are basic levels of service that all clients should expect, there is no “standard service.” Our ability to address the wide range of issues affecting the development, operation, and maintenance of an airport is particularly valuable for clients without full-time airport staff. We frequently assist our clients by addressing a variety of airport management issues as part of our overall package of professional aviation services. Often included are items such as review of tenant lease applications, site plans for proposed development, and assisting the airport owner with all FAA regulations. As we have done for Morrow County and can do again, a presentation to the Board of County Commissioners can go a long way to helping secure matching grant funds.

We currently have multi-year agreements or have completed multiple recent projects with the following airport sponsors:

On-Call Contract	Airport	Projects Completed	Dates
●	Morrow County Lexington Airport	Taxiway & Apron Reconstruction; Runway 8-26 Reconstruction; Airport Master Plan; Fuel Apron Construction; Multiple PMP Projects;	2005-2018
●	Auburn Municipal Airport	Runway & Apron Surface Sealant & Crack Sealing; Environmental Assessment; Airport Master Plan; Runway Extension Design	2012-current
●	Bend Airport	Bend Helicopter Operations Area & Environmental Assessment	2015-current
●	Brookings Oregon Airport	This on-call was recently awarded in January of 2019	2019-current
	Christmas Valley Airport	Taxiway & Apron Construction	2015-2016
	Condon State Airport	Runway 7-25 Rsa Grading & Taxilane Widening Project	2016-2017

On-Call Contract	Airport	Projects Completed	Dates
●	Davenport Airport	Environmental Assessment	2015-2017
●	Hood River Airport	17/25 Runway Shift; Airport Master Plan; South Parallel Taxiway & Apron Rehabilitation Project	2012-2017
●	Hillsboro Airport, Port of Portland	Runway 13R/31L Rehabilitation	2016-2017
●	Ione Airport	Runway 33 Turnaround	2014-2015
●	Madras Municipal Airport	Runway 16/34 Rehabilitation; Noise Zoning	2014-2016
●	McMinnville Airport	Runway 4-22 Rehabilitation; Runway 17-35	2011-2018
●	ODA	Pavement Management Program (PMP)	2015-current
●	ODA - Bandon State Airport	Airport Master Plan	2013-2016
●	ODA - Mulino State Airport	Airport Master Plan	2015-2016
●	Pearson Field	Fog Seal & Crack Repair Project; Environmental Assessment	2012-2017
	Pendleton - Eastern Oregon Regional Airport	Airport Master Plan	2014-2017
	Redmond Airport	Runway 4-22 Rehabilitation; Airport Master Plan (Subconsultant)	2013-2017
●	Troutdale - Port of Portland	Airport Master Plan	2014-2015
Washington Airport Projects			
●	Cashmere-Dryden Airport	AGIS Survey & Runway Study	2016-2017
●	Cle Elum Municipal Airport	Aircraft Parking Apron	2016-2017
●	Kittitas - Bowers Field	Airport Master Plan; Environmental Assessment; Airport General Services	2015-current
	Port of Ephrata	Airport Master Plan	2016-current
●	Port of Moses, Grant County Int'l Airport	Minimum Standards Analysis; Runway 14L-32R, Line-of-Sight Rehabilitation; Taxiway G Rehabilitation	2016-current
	Sequim Valley Airport	Airport Master Plan	2016-current
	South West Washington Regional Airport	Airport Master Plan & AGIS Survey; Rotating Beacon Installation & Construction Administration; Perimeter Fencing Installation & Construction Administration; Runway Maintenance Sealing & Crack Sealing & Construction Administration	2017-current
●	Spokane International Airport	Taxiway Relocation	2012-2016
	Washington Department of Transportation - Aviation Division	Airport Master Plans/Airport Layout Plans for the following airports: <ul style="list-style-type: none"> ● Bandera State Airport ● Easton State Airport ● Lake Wenatchee State Airport ● Sullivan Lake State Airport ● Woodland State Airport ● Tieton State Airport ● Ranger Creek State Airport ● Skykomish State Airport ● Copalis State Airport 	2014-2016

Next Steps for Morrow County – Lexington Airport's CIP

The groundwork is already in place for us to continue working with you toward completion of the Airport's CIP. Our first step will be to meet with you and your staff to take a fresh look at where we have been as a group and where we are headed. This means sitting around the Juniper Conference Room table at County Public Works and establishing a master milestone schedule with your staff and Ferguson. We appreciate how much responsibility the County Public Works has beyond the Airport, so it is our responsibility to keep track of major scheduling tasks. Our goal is to prevent the County's Airport-related work from becoming a burden to County staff. With our calendars synced to a master CIP schedule, we will help your staff navigate the next several years of Airport project funding, design, construction, and closeout.

Project-Specific Approach

This section discusses the projects outlined in the March 19, 2019, FAA-approved five-year CIP letter.

Runway/Taxiway Sealcoat and Airport Lighting Upgrades	
<p>The FAA recognizes the 2020 Runway, Taxiway, Apron, and Lighting Rehabilitation Project as high priority for the Airport. This nearly \$1million undertaking touches every major improvement that Century West has helped you manage since 2005. Our team is in the best possible position to efficiently carry out this major rehabilitation project due to our familiarity with each element of the project and our depth of experience that includes recently completed similar rehabilitation projects for several airports around the northwest. Please refer to Section 4.1 for more detail on our recent Madras, Florence, and Hood River projects. We are ready to begin immediately with the program-level planning and pre-work required to maintain the schedule outlined by the FAA.</p>	
Runway/Taxiway Sealcoat	<p>The Airport's Pavement Condition Index (PCI) Study, completed in 2017, shows that the Airport's runway and taxiways are in good condition with ratings between "satisfactory" and "good." In order to maintain and extend the pavement's service life, a crack sealing and a seal coat is recommended. Based on our recent observations of these pavements, we recommend that a slurry seal or fog seal coat be applied to the surface. Our design will evaluate the advantages and disadvantages of slurry versus fog seal coats and recommend the solution that will best meet airport needs. We will assist the County in evaluation the force account options for this project.</p>
Potential Challenges	<p>Challenges the Airport faces as part of sealcoat project include: interruption of airport operations and managing user expectations related to tire wear and foreign object debris (FOD).</p>
Mitigation Plan	<p>To address these challenges, we propose to meet with you and Airport users to present the issues in a workshop format. In the presentation, we will provide information that will help educate users and assist the County in managing expectations related to the performance of pavement sealcoats. We know that any construction on the Airport will affect agricultural operations, and will help you keep those operators informed of schedules and closures.</p>
Why Century West is the right choice	<p>Century West has extensive experience with these types of projects. In addition to several recent crack repair/seal coat projects, Century West serves as the PMP consultant of record with ODA (since 2015). James Kirby leads this program and is an expert in the evaluation and design of pavement maintenance activities. As you know, 2019 will see the ODA PMP carry out work at Lexington Airport. Century West is the engineering firm retained by ODA to design and administer construction of each PMP project in the state, including Lexington. We will help coordinate this effort with you and the airport users, incorporating the connections made through previous projects.</p>
Airport Lighting Upgrades	<p>Lighting upgrades planned for 2020 include the construction of REILs for each approach. As part of the design of the system, our team will evaluate the existing 7.5kV constant current regulator and system controls. The 2011 runway project provided new equipment within the regulator room, and the upcoming project is a good time to evaluate what, if anything, is eligible for replacement.</p>

Potential Challenges

As the sealcoat and lighting project commences, several project challenges will need to be addressed early. In our experience, these are operational interruptions and management of user expectations related to seal coats.

Some of the operational impacts can be lessened through construction sequencing. Some work elements can be completed with partial taxiway closures and phasing work in a way that maintains access to the apron, hangars, and other facilities. However, work on and around the runway for both the sealcoat and the lighting improvements will require closure of the runway. Open trenches and construction equipment and personnel within the runway safety area and OFZ require closure in order to meet FAA safety standards.

A second challenge, related to slurry seal coats, is the rough and abrasive nature of the seal coat after construction is completed. It is not uncommon for pilots to notice and complain about excessive tire wear caused by newly sealed pavements. The rough nature of the slurry seal is a normal condition that must be communicated to users to educate them about the performance of the seal coat as a way to manage their expectations after construction is complete.

Mitigation Plan

To address these issues, we recommend at least one project meeting where stakeholders are invited to attend. At this meeting, our team will discuss runway closure requirements, construction sequencing, and other operational considerations that go into completing the work. This will allow users to temporarily relocate if they choose during construction of the project. It is also an opportunity to communicate that the project design has taken steps to minimize disruptions and the duration of any runway closure, especially during periods when agricultural spray operators are most active. At the same meeting, we can also explain the characteristics of slurry seal coats, and the efforts taken to minimize FOD and tire wear.

Educational opportunities and advanced stakeholder involvement are, in our experience, the best way to create understanding in the community about potential project impacts.

Why Century West is the right choice

Because of our long-term involvement and relationship with Morrow County, Century West has knowledge and experience, specific to your airport, and specific to your upcoming projects that cannot be matched by other firms. By selecting Century West, we will begin work without hesitation and we will initiate FAA pre-design activities, including development of the project Scope of Work, the development of materials for the FAA independent fee review process, and prepare information for your upcoming FAA grant application for 2018 project work items.

Taxiway Reconstruction

Based on the 2017 PCI data, the taxiway connecting Runway 26 to the Fixed Base Operator (FBO) is projected to see PCI values between 70 and 40 by 2022. At that point, the pavement will be considered between "fair" and "poor." The reconstruction of this taxiway is anticipated to be straightforward.

Potential Issues

The greatest disruption will be the construction adjacent the FBO and will require coordination with hangar users in the area.

Mitigation Plan

Our team will employ the same level of care for this project as is outlined for the far more disruptive rehabilitation project described above.

Why Century West is the right choice

Our recent experience in constructing the 2018 fuel apron and connecting taxilanes shows that work in this area causes minimal operational disruption to the multiple access points nearby.

SECTION 4.4

Understanding of Requested Services & Local Area Factors

Our Understanding Builds from Our History at Lexington Airport

When it comes to your airport, Century West is uniquely positioned and experienced to serve the County. No other firm has comparable experience or knowledge about Lexington Airport as well as the strong and effective working relationships that exist between Century West and County staff.

In 2005 and again in 2012, Century West was selected as your airport consultant of record. In that role, we have served as your design engineer and construction manager of several million dollars worth of improvements to your runway, taxiways, and aprons. Our staff worked closely with you during the design phase and throughout construction to ensure that a high-quality finished product was completed on time and within budget. Our efforts were enhanced dramatically by the inclusion of Ferguson and your County Engineer for surveying, construction oversight, and other project assistance. We have included Ferguson on our team, and will continue to work closely with them as future projects at the airport unfold.

Grant Funding Assistance

One of the key services that we have provided to you since 2005 is the administration of FAA's AIP program and the Connect Oregon program. Our team has helped estimate project costs, developed funding programs, and provided administration of those programs. In the case of your recent runway project, the result was no out-of-pocket costs to the county for the runway reconstruction/PAPI project. In our administration role, we keep track of project costs and assisted in preparing the paperwork required to enable reimbursement to the County. This element of our services is described in greater detail in Section 4.1.

On-Going Consulting

In addition to highly successful construction projects, we have assisted the County by providing advice in dealing with the many wind turbines that have been proposed and constructed throughout the region. Our planners and engineers have discussed these issues with County planning and public works staff to help ensure the protection of the airspace surrounding the Airport.

Our understanding of future projects has been discussed in the various sections preceding this section. Our team is excited about the opportunity to continue working with you to ensure that the Lexington Airport remains as a viable, functional part of Morrow County's public infrastructure.

The Local Area Calls for Our Unique Solutions

We have worked with the County at the Lexington Airport long enough to have gained a solid understanding of the local factors that need to be considered during design and construction. We are eager to learn more from you as we discuss projects in the early design stages. This section briefly highlights two of the primary topics we keep in mind when working on your projects.

Force Account Work

Lexington Airport is one of the few airports where FAA has allowed significant amounts of construction to be constructed by Owner forces on a force account basis. During the reconstruction of the taxiways at the airport, this approach saved the county at least 30% of the cost of construction. The same can be said of the recently completed apron and taxiway improvement project, where again the FAA concurred with the use of force account work. Our team worked with you to prepare bid documents that clearly laid out what work was to be done by the contractor and what work would be completed by the County. We worked closely with your team during construction to ensure that all work was constructed to FAA standards and that all project documentation was in order. We also assisted you in keeping track of Owner costs for FAA reimbursements of the force account work. This approach is worth pursuing again for future projects and Century West is ready to assist you.

Local Materials and Conditions

Following the recently completed apron project, discussions were held with Century West, Ferguson, and the County regarding future cost saving opportunities. Century West will work with the County, Ferguson, and the FAA to seek opportunities for official Modifications to Standards of the FAA. This approach does not carry a guarantee of success in modifying FAA specifications to better fit local conditions, but it is worth pursuing early in the project development phase.

In addition to our efforts to realize cost savings through FAA approval of a wider range of local materials, we have gained a strong understanding of the Airport's specific geology. Together with County staff and Carlson Testing during the 2018 Apron project, we were able to determine a moisture-conditioning and roll pattern compaction approach that perfectly suited the fine-grained soils underlying the Airport. This knowledge will be carried forward in future designs as we look at the taxiway reconstruction project and eventual taxiway extension project.



E N G I N E E R I N G

1969 - 2019 50th Anniversary

OREGON

BEND | 541.322.8962
PORTLAND | 503.419.2130
CENTRAL POINT | 541.690.1126

WASHINGTON

BOTHELL | 425.286.6602
ELLENSBURG | 509.933.2477
FEDERAL WAY | 253.838.2507
SPOKANE | 509.838.3810

IDAHO

COEUR d'ALENE | 208.758.0620
SANDPOINT | 208.946.4380



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

(For BOC Use)
Item #
61

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

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
Department: Morrow County Public Works Requested Agenda Date: 05.15.2019
Short Title of Agenda Item: AWARD - Mowing and Brushing Services
(No acronyms please)

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 AWARD

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

Reviewed By:
[Signature] 5/10/19 DATE Department Head Required for all BOC meetings
[Signature] 5/13/19 DATE Admin. Officer/BOC Office Required for all BOC meetings
SEE EMAIL 5/9/19 DATE County Counsel *Required for all legal documents
SEE EMAIL Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Morrow County Public Works had a request for qualifications (RFQ) out for a mowing and brushing contractor for areas in the County ROW and other areas necessary to clear for clear zone and drainage control these qualifications were due in April 4, 2019 Only one proposal was turned in at that time. Public Works had a panel of five (5) individuals review the proposal from JLC Contracting, Inc. After review and discussion the panel recommends unanimously the approval of this contractor. Will will find included/attached is the review score sheets, the proposal from JLC Contracting, Inc. and what was presented to them for proposal. Morrow County Public Works would like to recommend approval of the proposal to JLC Contracting, Inc and recommend setting up a contract with this company. This should be a three year contract.

2. FISCAL IMPACT:

This expenditure comes out of the Contract service G/L line to cover for our clearing of right of ways.

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

Move to award the Mowing and Brushing to JLC Contracting, Inc and Morrow County.

Attach additional background documentation as needed.

Sandra Pointer

From: Kate Knop
Sent: Thursday, May 09, 2019 11:41 AM
To: Sandra Pointer
Cc: Matt Scrivner
Subject: RE: 2019 Mowing and Brushing Services CONTRACT agenda item to award first

I approved this one too.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Sandra Pointer
Sent: Wednesday, May 08, 2019 3:58 PM
To: Kate Knop <kknop@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: FW: 2019 Mowing and Brushing Services CONTRACT agenda item to award first

Kate, I am to get your approval on this contract. Then take original to Roberta.

From: Richard Tovey
Sent: Wednesday, May 08, 2019 3:21 PM
To: Sandra Pointer <spointer@co.morrow.or.us>
Subject: RE: 2019 Mowing and Brushing Services CONTRACT agenda item to award first

Sandi-

I have attached the updated 2019 Mowing and Brushing Services Contract to this email. Please review. I did some minor editing and added language to section 2 to indicate that the contract is for mowing and brushing services. If you have are satisfied with the changes the document is ready to go to the BoC for review.

Thanks-
Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel
Morrow County District Attorney's Office
P.O. Box 664

From: Richard Tovey
To: Sandra Pointer
Subject: RE: 2019 Mowing and Brushing Services CONTRACT agenda item to award first
Date: Wednesday, May 08, 2019 3:20:56 PM
Attachments: [2019 Mowing and Brushing Services CONTRACT.doc](#)

Sandi-

I have attached the updated 2019 Mowing and Brushing Services Contract to this email. Please review. I did some minor editing and added language to section 2 to indicate that the contract is for mowing and brushing services. If you have are satisfied with the changes the document is ready to go to the BoC for review.

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

From: Sandra Pointer
Sent: Wednesday, May 08, 2019 7:33 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: 2019 Mowing and Brushing Services CONTRACT agenda item to award first

Hello Justin and / or Richard,

I am wishing to get this on the agenda for the AWARD of this contract on May 15th, I did however include a contract for your review if you wanted to start working on that. I will then get that on the schedule for May 22, if acceptable on your end. Then I will get contractor signature and have ready for BOC at that time.

Please let me know if there is anything else I can help you out with.

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax

Contract Mowing and Brushing

RFP Score Sheet

05.02.2019

Proposer JLC Contracting

Total score

	SP #1	KK #2	EI #3	MS #4	DG #5	TOTAL
JLC Contracting Inc.	66	80	83	74	100	403
	66	80	83	74		

#1 Sandi Putman, MC Management Assistant

#2 Kate Knop, MC Finance Director

#3 Eric Imes, Assistant Road Master

#4 Matt Scrivner, Public Works Director

#5 Darrell Green, MC Administrator

Request For Proposals
Contract mowing and brushing

Evaluation Criteria Score Sheet

Proposer: JLC Contracting LLC

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>60</u>
B. Consultant's Capabilities/ Experience/References	20	<u>20</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>10</u>

Scored by: Darrell Green
(Please Print Name)

Signed: 

Date: 4/30/19

100

Request For Proposals
Contract mowing and brushing

Evaluation Criteria Score Sheet

Proposer: LLC Contracting, INC.

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>40</u>
B. Consultant's Capabilities/ Experience/References	20	<u>18</u>
C. Labor & Equipment Availability	10	<u>8</u>
D. Method of Approach	10	<u>8</u>

Scored by: MATTHEW B. SCRIVNER
(Please Print Name)

Signed: 

Date: 4/30/19

74-

Request For Proposals
Contract mowing and brushing

Evaluation Criteria Score Sheet

Proposer: JLC Contracting, Inc 4/30/19

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>40</u>
B. Consultant's Capabilities/ Experience/References	20	<u>10</u>
- C. Labor & Equipment Availability	10	<u>8</u>
D. Method of Approach	10	<u>8</u>

125.00 last contract -

- Works well w/ Morrow Co.
have all own Equip.

66 -

Scored by: SANDI Pointer
(Please Print Name)

Signed: [Signature]

Date: 4/30/19

Request For Proposals
Contract mowing and brushing

Evaluation Criteria Score Sheet

Proposer: JLC

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>50</u>
B. Consultant's Capabilities/ Experience/References	20	<u>15</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>8</u>

Scored by: ERIC L. JONES
(Please Print Name)

Signed: Eric L. Jones

Date: 4/29/19

83

Request For Proposals
Contract mowing and brushing

Evaluation Criteria Score Sheet

Proposer: SLL Contractor

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>40</u>
B. Consultant's Capabilities/ Experience/References	20	<u>20</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>10</u>

Scored by: Walter Knop
(Please Print Name)

Signed: [Signature]

Date: 4/30/19

80

JLC Contracting, Inc
POB 253
Long Creek, OR 97856

RE: RFQ Mowing and Brushing Contractor (2019)

Morrow County-

The key person involved in all projects performed by JLC is Joe Coelho. Joe has been in the construction business for 28 years. All decisions are made by Joe. Gary Dale, a JLC employee, is our primary equipment operator. He has operated the mower for JLC on Morrow County roads for the past 8 years. Over the past years JLC has completed all of the jobs it has taken on. These range from small 300 foot fences to 35 mile fence projects, fire control services (D5B dozer work and excavator work) which have included fire lines, mastication of brush and water support with both a skidgine and skid steers mounted with water tanks, stream rehabilitation, temp and permanent road signs, erosion control, clearing and thinning of brush, water installation facilities, corrals, and demolishment of structures. JLC employs no subcontractors.

If JLC is chosen for this contract certificates of insurance for workers comp. and liability will be provided to the county.

Mower 130⁻⁻⁻
Mulch 150⁻⁻⁻
Exca. 175⁻⁻⁻
Road side brushing prices performed by JLC can vary greatly depending upon terrain and vegetation. The price for our tractor with mower is \$130 per hour. The skid steers with mulching head are \$150 per hour and the excavator with masticating head is \$175 per hour. Usually right-of-way is cleared from edge of pavement to back of ditch on each side of a road, sometimes the area from edge of pavement to a fence line is cleared this can range from 8 feet to 80 feet and will be billed accordingly. Overhanging limbs are cut back, if there are large trees in the right-of-way they may be felled and taken care of by the landowner

JLC has performed brushing contracts on Forest Service and county owned property as well as private property owned by Larry Wirfs, Pat Carter, John Blackwell, Louis Coelho and also on property owned by Joe Coelho. We are confident that we can handle any and all of the projects that Morrow County will have. We have a John Deere 6615 tractor with a flail mower on a 20' boom to perform brushing, a Rayco steel track skid steer with a FAE grinding head, a John Deere 333G rubber tracked skid steer that can carry the FAE head also and a 6 ft deck mower that mounts on any skid steer, JLC also has a Kobelco 150 excavator with a masticating head for mulching in thick brush or small trees. Also available are grapple attachments for brush piling for both the excavator and the skid steers. We also keep a pickup with a water tank, pump and hose on site for fire precaution. If chosen to work for Morrow County we could start brushing/mowing immediately. JLC does its best to respond as quickly as possible to any emergency calls on a job, equipment can usually be onsite in 24 hours.

JLC will work diligently with all county employees on projects and do our best to offer the best possible solutions available. We will look at all jobs from all aspects and find the most economical way to complete the job. Our goal is to provide the best product at the best price.

We understand most brushing and mowing projects will involve many private landowners, we will always work cautiously and respectfully when around the general public. If there is a question we will provide answers to the land owners and if needed direct them to a county employee. We have experience with working the public while on government projects and feel that we can overcome even the most negative landowner and maintain a good image for the county. Often a landowner has a small item that they want addressed, usually it is very minor and we can help them out quickly and at no cost.

References:

Beverly Lousignont, CPS, Inc, LaGrande, Beverly has subcontracted our services on everything from signs and fences to railroad spill cleanups since 2001, 541-963- 6678

Burke O'Brien, we worked with Burke from 2009 to his retirement on various county projects, mostly fencing, 541-240-1764

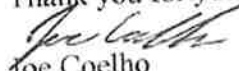
Greg Close, Morrow County, JLC has worked with Greg for many years on various county projects, 541-989-9500

PGE Coal Plant, Andy Davis, we have performed various mowing projects for PGE over the past 5 years, 541-481-1214

Josh Smith, Wildish Contracting, JLC has been working with Wildish on ODOT jobs for 3 years doing fencing, signs and other jobs, 541-485-1700

JLC is registered with the State of Oregon as an Emerging Small Business and a Service Disabled Veteran Owned Business. One or more of these may help the County to achieve employment goals set by the State or Federal Govt. We are always open to discussing how we can help meet these goals.

Thank you for your consideration on this contract


Joe Coelho
JLC Contracting, Inc
541-421-3310 Ph/Fax
541-969-8853

REQUEST FOR QUALIFICATIONS

FOR

Mowing and Brushing Contractor

FOR

MORROW COUNTY – GENERAL PUBLIC WORKS PROJECTS

MORROW COUNTY

365 W Hwy 74
P.O. Box 428
Lexington, Oregon 97839
(541) 989-9500

March 2019

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INTRODUCTION

Morrow County, hereinafter known as the County, is seeking the services of a qualified Mowing and Brushing Contractor to provide mowing and brushing services for various Morrow County Public Works projects as the need arises for clear zone and drainage control. The contract is anticipated to start **April 24, 2019** and will cover a period of three (3) years. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

Separate work orders will be developed for each County project. The County reserves the right to select a different mowing and brushing contractor for these County projects if it is in the best interest of the public to do so.

Section 1: RFQ Submittal and Closing Date

Six copies of the RFQ must be received no later than 4:00 p.m. local time on **April 4, 2019** may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Contractors submitting RFQs not in compliance with Section 4 will be considered non-responsive. RFQs must be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-8166

Section 2: Inquiries

2.1 Questions that arise prior to the RFQ deadline shall be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-8166

2.2 Contractors shall submit questions in writing to Sandi Pointer no later than seven days prior to the submittal date. Substantive questions and answers will be provided to all RFQ recipients.

Section 3: General Statement of Work and Delivery Schedule

3.1 General Work Statements

The objective of this work is to assist Morrow County with a variety of projects as the need arises. Projects may include, but are not limited to, the following:

1. Mowing and brushing services both owned and leased sites.
2. Mowing and brushing services at various project sites.

3.2 Contractors Responsibilities

The scope of work to be performed by the Contractor for various County projects may include general mowing and/or brushing projects. A detailed Scope of Work will be provided for each specific project. Services to be provided may include some of, but not limited to, the following:

1. Assist the County with development, planning and execution of projects, getting the appropriate permits and following all building codes.
2. Prepare preliminary project costs prior to project.
3. Remodeling and modification of existing facilities.
4. Meet with the County and representatives of local, state, and federal agencies as necessary.

Section 4: RFQ Content Requirements

4.0 Fee Schedule

Costs will be evaluated as part of the selection process. A Preliminary Fee Schedule must be included with the RFQ.

4.1 Contractors Capabilities/Experience/References

Outline the contractor's capabilities and experience with regard to the requested services. The response should address the following:

- Experience with similar projects. Provide references.
- Equipment available.
- Response time.

4.2 Project Team

Outline the contractor's personnel who would work with the County. The response should also address the following:

- Extent of principal involvement.
- Names of key members who will be performing the work on these projects and their responsibilities. Unless otherwise agreed the successful respondent shall be responsible for the performance of any subcontractor. The contractor will ensure that any subcontractors abide by all terms and condition of the contract.
- Qualifications and relevant individual experience, including sub contractors.
- Certificate of Insurance: commercial liability insurance and workers compensation insurance will need to be presented when the contract is awarded.

4.3 Method of Approach

Outline the contractors approach to working with the County on County projects.

4.4 Understanding of Requested Services and Local Area Factors

Outline the contractors understanding of the requested services and the impact of local area factors on these services. The response should address items such as experience and familiarity with local conditions that could affect project construction success such as local materials sources, weather limitations, local contracting resources, etc.

Section 5: Proposal Evaluation and Contractor Selection

5.1 Evaluation Process

Statements of Qualifications submitted on time will be reviewed against the Pass/Fail criteria. RFQs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria (listed below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if the County determines it is in the public interest to do so.

5.2 Evaluation Criteria

Each proposal will be judged as a demonstration of the contractor's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Criteria	Maximum Score
A. Fee Schedule	60
B. Contractor's Capabilities/Experience/ References	20
C. Labor & Equipment Availability	10
D. Method of Approach	10
Total Maximum Score:	100

Section 6: General Information

- 6.1 The County may require any clarification or change it needs to understand the selected contractor's project approach.
- 6.2 The successful contractor must have Worker's Compensation Insurance covering work in Oregon. The successful contractor must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
- 6.3 The County reserves the right to reject any or all proposals, and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
- 6.4 The County reserves the right to cancel this RFQ upon a good cause finding.
- 6.5 The County may award a contract to the contractor whose proposal, in the opinion of the County, would be most advantageous to the County.
- 6.6 The selected general contractor will be required to assume responsibility for all services outlined in the RFQ, whether the contractor or a subcontractor produces them.

— ADVERTISEMENT —

**REQUEST FOR QUALIFICATIONS FOR
Mowing and Brushing Contractor**

Morrow County Public Works Projects - Morrow County, Oregon

Morrow County, Oregon, requests proposals for a qualified Mowing and Brushing Contractor to provide mowing and brushing services for various Morrow County Public Works projects as the need arises for clear zone and drainage control. Contractors submitting qualifications shall be considered based upon the following general evaluation criteria:

1. Fee schedule.
2. Experience.
3. Method of approach.
4. Availability of labor and equipment.

Copies of the Request for Qualifications may be obtained from Morrow County Public Works, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 4:00 p.m., **April 4, 2019**. Any questions or concerns may be addressed to Sandi Pointer @ spointer@co.morrow.or.us.

MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between **Morrow County**, a political subdivision of the State of Oregon, hereafter called **County**, and JLC Contracting, Inc..., hereafter called **Contractor**. **County's** Contract Administrator for this contract is Matt Scrivner, Public Works Director.

1. Effective Date and Duration.

This contract shall become effective on the date this Contract has been signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire three years from the execution of this agreement. Expiration shall not extinguish or prejudice **County's** right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

2. Statement of Work.

The statement of work (the "Work") including the delivery schedule for the Work will be agreed upon on a project by project basis. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

3. Consideration

a. **County** agrees to pay Contractor the Work required by the various Scopes of Work generated for each particular project under this Contract. An hourly rate for tractor with mower \$130.00 per hour. Skid steer with mulching head \$150.00 per hour and the excavator with masticating head is \$175.00 per hour. The maximum, not-to-exceed compensation payable to Contractor under this Contract shall be determined on a project by project basis and included in the Scopes of Work to be developed on a project by project basis. Contractor and County agree a written Scope of Work will be approved and signed by County and Contractor prior to start of each project for work required under this Contract.

4. Contract Documents.

This contract consists of this Contract.

5. Independent Contractor; Responsibility for Taxes and Withholding

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

b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this Contract.

Contractor is not an "officer", "employee", or "agent" of **County**, as those terms is used in ORS 30.265.

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

6. Subcontracts and Assignment; Successors and Assigns.

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

7. No Third Party Beneficiaries.

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized

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

9. Representations and Warranties

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to **County** that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of this Contract. be qualified, professionally competent, and duly license to perform the Work.
- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product.

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

11. Indemnity.

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

12. Insurance.

Contractor shall provide insurance as required by State law.

13. Terminations

- a) Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.
- b) County's rights to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days notice to Contractor.
- c) County's Right to Terminate for Cause. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d) Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e) Remedies in the event of termination pursuant to Sections 13.a,13.b,13.c (i), 13,c (ii) or 13.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amount paid and any claim(s) which state has against contractor. If previous amounts paid to contractor exceed the amount due to contractor under this subsection, contractor shall pay any excess to county upon demand. In the event of termination pursuant to section 13.c (iii) or 13.c (iv), county shall have any remedy available to it in lay or equity. If it is determined for any reason the contractor was not in default under Section 13.c (iv), the rights and obligations of the parties shall be the same as it the contract was terminated pursuant to section 13.b.
- f) Contractors tender upon termination upon receiving a notice of termination of this contract, contractor shall immediately cease all activities under this contract, unless county expressly directs otherwise in such notice of termination, upon termination of this contract, contractor shall deliver to county all documents , information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon county request, contractor shall surrender to anyone county designates, all documents, research or objects or other tangible things needed to complete the work.

14. Limitation of Liabilities.

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

15. Records Maintenance; Access.

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

16. Compliance with Applicable Law.

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

17. Foreign Contractor.

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

18. Force Majeure.

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

19. Survival.

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

20. Time is of the Essence.

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

21. Notice.

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

22. Severability.

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

23. Counterparts.

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

24. County Counsel Approval.

County Counsel approval is required before any work may begin under this Contract or an amendment to this Contract.

25. Disclosure of Social Security Number.

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

26. Governing Law, Venue, Consent to Jurisdiction.

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

27. Merger.

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

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

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): JLC Contracting, Inc.

Address: P.O. Box 253, Long Creek, OR. 97856

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company

Limited Liability Partnership Sole Proprietorship Other_____

Federal Tax ID#: _____ **or SSN#:** _____-_____-_____

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

CONTRACTOR

JLC CONTRACTING, INC.

By: _____ Title: _____ Date: _____

Facsimile number: _____ Phone number: _____

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

ATTEST:

Jim Doherty, Chair

Don Russell, Commissioner

APPROVED AS TO FORM:

Melissa Lindsay, Commissioner

Eastern Oregon Job Council
Amendment to the By-Laws
Consideration
April 30, 2019

EOJC By-Laws

Page 3

As written...

Article IV: WORKFORCE BOARD APPOINTMENTS

A. County Representation

The Workforce Board shall be nominated and appointed in accordance with WIOA section 107 and the Intergovernmental agreement. Appointments shall be made from a pool of candidates brought forward by each member of the EOJC Board. Each County shall have no less than two Workforce Board members.

Suggested change... last sentence only

EACH COUNTY SHALL HAVE ONE, BUT NO MORE THAN TWO WORKFORCE BOARD MEMBERS

I_(NAME)_____ have read the proposed change.

Please vote for one:

I vote in favor of said Amendment_____ (Please put an x on the line)

I vote against said Amendment_____ (Please put an x on the line)

SIGNATURE_____ date_____

County_____

Logging Considerations for Forest Landowners

Thinking of harvesting trees or doing a fire risk reduction project on your property? Want to know what you're getting into? This class is for you! Learn from OSU's experts on how logging operations work, tax implications, road maintenance, how logs are measured and sold. Then get your questions answered by panels of loggers, consulting foresters, log buyers, and experienced landowners.

May 23, 2019. 9:00 a.m. to 5:30 p.m. Check in at 8:30 a.m.

Blue Mountain 4-H Center, 66501 End Road, Summerville, OR 97876

Cost: \$35 (includes lunch, refreshments, and resource materials)

Registration Required: online at bit.ly/ExtensionForestryNE or call the OSU Extension Office in La Grande at 541-963-1010.

**John Punchas, Extension Forester
Union County Extension**

10507 N McAlister Rd, Room 9
La Grande Oregon 97850

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