

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 19, 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 June 20th; Payroll Payables: May 31st, \$190,065.57, June 4th, \$3,125 & \$165,467.67
 - b. Oregon Water Resources Department Intergovernmental Agreement, Watermaster Services
 - c. Owner's Representative Agreement with Hill International
 - d. Third Amendment to Oregon Department of Transportation Rail & Public Transit Division Grant Agreement #31435
 - e. Fence Construction Services Contract with Farm City Fence
 - f. Amendment to Agreement for Engineering Aviation Project Services with Century West Engineering Corporation
 - g. Agreement with Gordon's Electric, purchase & installation of generator at Boardman Clinic
 - h. Create Code Enforcement Task Force and Appoint Members
 - i. R-2019-13: Budget Adoption for Fiscal Year 2019-2020
 - j. Annual contract for Assessment & Taxation Software Services, Helion Software, Inc., sole source procurement
5. **Public Hearing:** Supplemental Budget Resolution, Parks Fund, R-2019-12 (Kate Knop, Finance Director)
6. **Public Hearing:** Supplemental Budget Resolution for Fiscal Year 2018-2019, R-2019-14 (Kate Knop)
7. **Legislative Updates**
8. **Business Items**
 - a. Potential Strategic Investment Program Agreement - Orchard Wind Projects (Commissioner Lindsay)
 - b. Irrigon Building Project Update (Darrell Green, Administrator)
 - c. Evaluation Committee Members to select Progressive Design-Build Contractor, Irrigon Project (Darrell Green, Administrator)
 - d. Juvenile Director Interview Team (Darrell Green, Administrator)
 - e. Eastern Oregon Workforce Board Discussion (Commissioner Lindsay)
 - f. R-2019-15 Budget Resolution (Kate Knop)
9. **Department Reports** (None Scheduled)
10. **Correspondence**
11. **Commissioner Reports**
12. **Sign documents**
13. **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 Lutcher at (541) 676-5613.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

This IGA is between Morrow County and Oregon Water Resources Department to provide watermaster services and perform work in Morrow County that is in the Umatilla Basin. This is an extension of the previous agreement that will end on June 30, 2019. There is a small increase in the total amount from \$12,217.00 to \$12,220.00. This amount is reflected in our approved budget.

2. FISCAL IMPACT:

\$12,200.00 approved during budget meetings

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

Motion to approve the IGA between Morrow County and the Oregon Water Resources Department for the period of July 1, 2018 to June 30, 2020

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
Umatilla Basin Assistant Watermaster Program

This agreement is between the **Oregon Water Resources Department**, (hereafter called the "Department") and **Morrow County**, (hereafter called the "County"). The purpose of this Agreement is to fund the costs of one Assistant Watermaster to perform work in that portion of Morrow County that is in the Umatilla Basin. These costs include but are not limited to salary, benefits and other payroll expenses (OPE), supplies, and I/T services. There is a **separate agreement with Umatilla County so they can cover its portions of the program-related costs for the same period.**

1. Term of Agreement

The period of this agreement shall be from **July 1, 2019** to **June 30, 2020**.

2. Statement of Work

The Department agrees to provide watermaster services, hereby referred to as Work and generally described in ORS Chapter 540.045 and related Oregon Administrative Rules which services are specifically provided by the Assistant Watermaster for the Umatilla River basin.

3. Consideration

The Department shall bill County a total amount of **\$12,220.00** for performance of this agreement. Invoicing and payment details are specified in Exhibit A.

4. Subcontracts

The Department may enter into subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the County.

5. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

6. Termination

A. This agreement may be terminated by mutual consent of both parties.

B. The Department may terminate this agreement effective upon delivery of

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written notice to the County, or at such other date as may be established by the Department under any of the following conditions:

1. If the Department funding is not secured and continued at levels sufficient to allow for the continuation of the assistant watermaster program, when possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under the agreement.
3. If the County fails to provide funds as specified herein, or so fails to comply with other provisions of this agreement to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within thirty (30) days or such longer period as the Department may authorize.

7. Funds Available and Authorized

The County certifies at the time the agreement is approved that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with the County's current appropriation and limitation.

8. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

9. Representations and Warranties

Department has the skill and knowledge possessed by well-informed members of its industry, trade and profession and Department will apply that skill and knowledge with care and diligence to perform Services in a professional manner and in accordance with standards prevalent in Department's industry, trade or profession.

10. Indemnity

EACH PARTY SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTY AND THE OTHER PARTY'S AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS"), INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY'S OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. ANY INDEMNITY BY THE DEPARTMENT UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 7, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300. ANY INDEMNITY BY THE COUNTY UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 10, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300.

11. Access to Records

The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

12. Nondiscrimination

The parties each agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified wherein regarding this agreement. The county, by the signature below of its authorized representative, hereby acknowledges to have read this agreement, understands it and agrees to be bound by its terms and conditions.

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14. County Data

Project Officer: County Administrator
Organization: **Morrow County**
Address: PO Box 788
Heppner, OR 97836
Phone: 541-676-2529

15. Department Data

Project Officer: **Mike Ladd**
Organization: Oregon Water Resources Department
Address: 116 SE Dorion Ave
Pendleton, OR 97801
Phone: 541- 278-5456

16. Signatures

County: _____ /
Signature Date

Title: Chair, Morrow County Board of Commissioners
Address: PO Box 788
Heppner, OR 97801

Department: _____ /
Signature Date

Lisa Snyder - Administrator
Administrative Services Division
Oregon Water Resources Department
725 Summer Street NE
Suite A
Salem, OR 97301-1271

EXHIBIT A

County: Morrow County,

- a. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$12,220.00 including any travel and other expense reimbursement.

Both parties acknowledge that other agreements may exist under the Assistant Watermaster program but such agreements are separate to this Agreement.

- b. Department

The Department shall perform work that includes:

1. Research and interpret water rights; court decrees; well logs; Oregon Revised Statutes; Oregon Administrative Rules; legal descriptions for ownership records; and historical hydrologic data for public, private agencies, water users and governmental groups such as tribal, local, state and federal agencies to facilitate water resource management activities in Watermaster District 5 to assure compliance with Oregon State water law.
2. Perform field flow measurements (wading, cable way, bridge crane) of waterways including streams, rivers, irrigation canals and ditches, utilizing hydrologic data instruments such as Flow Trackers, AA Price or Pygmy Current meters to calculate the amount of water and to establish the relationship between flow elevation and quantity.
3. Conduct maintenance and operation of waterway gaging stations. Examine and record electronic and manual gaging equipment data to provide a continuous record of water availability at specific sites for daily and emergency management and distribution of water resources.
4. Utilize flow measurements and gaging station data to determine water availability for development and promotion of water management actions. Read flow meters and perform static water level measurements in wells.
5. Resolve problems associated with water distribution, dam safety and well construction sometimes under emergency, hostile and/or dangerous conditions.
6. Interact with and inform agencies, groups and individuals in a public forum, to promote public relations and beneficial water management practices using Oregon

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Revised Statutes and WRD policies and programs.

7. Distribute available water during times of shortage according to relative priority dates of water right holders, Water Resource Department (WRD) policies and procedures.
8. Daily documentation of activities and violations observed in the field and initiate appropriate enforcement action in compliance with Oregon State Water Laws.
9. Testify during legal proceedings in support of enforcement or other water related issues.
10. Conduct water development loan, dam safety, and well construction inspections.
11. Conduct surveys of surface and groundwater measurement devices to monitor water use and availability. Enforce appropriate state statutes to ensure compliance.
12. Compile and organize data in report form for the public and/or governmental agencies.
13. Assist in updating and development of water management plans.
14. Responsible for maintenance and updating records of water rights and well logs.
15. Select sites, assist in and supervise the construction of headgates, flow meters and measurement devices.
16. Send invoice for the total agreement amount of **\$12,220.00** to the County. The invoicing schedules shall be as follows:

Invoice Date	Invoice Period	Invoice Amount
October 1, 2019	July – September 2019	\$3,055.00
January 1, 2020	October – December 2019	\$3,055.00
April 1, 2020	January – March 2020	\$3,055.00
July 1, 2020	April – June 2020	\$3,055.00
Total		\$12,220.00

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c. **Morrow County**

County shall fund the Assistant Watermaster for the Umatilla Basin. Upon receiving an invoice from the Department, County shall pay such invoice within 30 days. The Department shall perform the work as described above.

d. **Deliverables**

By March 5, 2019, the Department shall present a summary of the activities and accomplishments during the period of July 1, 2019 to February 28, 2020.

Item # 4C



Hill International

Hill International, Inc.
719 2nd Avenue, Suite 1075
Seattle, WA 98104
Tel: 425-214-0311
www.hillintl.com

letter of transmittal

Date: 6/13/2019

To: Darrell J. Green
Morrow County Administrator
Morrow County
110 N Court Street
Heppner, OR 97836

From: Mamie Kamada
Title: Office Manager
Phone: 425-214-0326

RE: **Owner's Rep Agreement**

Transmitted For:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Information | <input type="checkbox"/> For Your Files | <input checked="" type="checkbox"/> Signature |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Returned | <input type="checkbox"/> Returned for Corrections |
| <input type="checkbox"/> Review | <input type="checkbox"/> Approved as Noted | |
| <input type="checkbox"/> Comments | <input type="checkbox"/> Approval | |

Sent Via: FedEx Priority Overnight

Quantity	Document Date	Description
1	6/05/2019	Project Management and Owner's Representative Services Professional Services Agreement

COMMENTS:

ENCLOSED WITH LIQUID SIGNATURE IS THE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT AND OWNER'S REPRESENTATIVE SERVICES.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT GREGORY HEINZ AT:

PH: 425-214-0317 OR AT 425-999-0953
gregoryheinz@hillintl.com

SIGNED:

Mamie Kamada, Office Manager

HILL
Hill International

Hill International, Inc.
Lincoln Plaza
818 W. Riverside Ave, Suite #400
Spokane, WA 99201
(509) 570-0933
www.hillintl.com

June 5, 2019

Darrell Green
County Administrator
Morrow County
110 N. Court St., Room 201
Heppner, OR 97836

**Subject: Morrow County
Project Management and Owner's Representative Services**

Dear Mr. Green:

Hill International, Inc. (Hill) is pleased to submit our proposal to Morrow County to provide Project Management and Owner Representative Services associated with progressive design-build procurement, contract award, design, and construction for the new Morrow County Administration Building.

We understand that our services would begin in earnest in June and that the project will be substantially complete in November 2020. We also understand that the project budget is between \$4 million and \$6 million. Our proposed scope of services (Attachment A) and fee proposal (Attachment B) are attached. Matt Walker will serve as Program Manager and Patrick McCord will serve as Project Manager.

We look forward to working with Morrow County as the Project Manager and Owner Representative for your new Administration Building. Should you have any questions or need further information, you can reach me directly at (509) 570-0933 or GregoryHeinz@hillintl.com.

Sincerely,



Gregory Heinz
Vice President

Cc M Walker, Hill
P McCord, Hill
D Selzer, Hill

Attachments A & B



**Morrow County
Administration Building
Professional Services Agreement**

ATTACHMENT A – SCOPE OF SERVICES AND PROPOSED FEE

The purpose of this document is to define the services to be provided for the referenced project.

Principle in Charge:

- Overview of the Hill team to assure that the needs and requirements of the County and the project are being met.

Project initiation and Start-Up Services:

- Review feasibility study and summarize findings, questions and comments related to project intent, scope, budget and schedule.
- Document findings in a report, review with Morrow County and all stakeholders to clarify the project intent, scope, schedule and budget.
- Develop RFQ/RFP documents based on outcome of report/stakeholder input.
- Develop Owner generated correspondence to the design builder for Owner signature.
- Receive, maintain and distribute the project documents including all relevant correspondence.
- Develop initial budget and schedule
- Market the project to design build firms

Proposal Phase Services:

- Assist County in developing the RFQ/RFP documents including establishing project goals and objectives, project scope, project budget, the procurement process and

schedule, evaluation factors and scoring criteria, proposed design build agreement, and general conditions.

- Respond to questions (RFIs), issue clarification addenda.
- Participate and advise in the statement of qualifications (SOQ) proposal evaluation process, lead the preproposal conference and participate in the one-on-one meetings and the final interviews.

Design and Construction Phase:

- Participate in design meetings and review design document development including programming, schematic design, Validation and GMP Amendment Submittals, design development and construction document submittals.
- Coordinate County and General Maintenance representative review of documents to verify design intent is being met.
- Review Design Builder's construction estimate for the scope of work and comment accordingly.
- Provide GMP Amendment recommendation after review of design documents, schedule and budget as presented by the Design Builder.
- Maintain master project schedule with input from Design Builder.
- Conduct pre-construction meeting; issue minutes.
- Conduct weekly or bi-weekly construction progress meetings. Issue minutes.
- Visit the site as needed to monitor progress and take progress photographs.
- Provide site observation reports to County summarizing work accomplished for the week, weather, upcoming work and non-conforming work.
- Monitor Requests for Information (RFIs) process and expedite responses from the Architect.
- Monitor Project Submittal process and expedite timely completion of submittal process.

- Review the Design Builder's baseline and monthly schedule updates and provide written comments.
- Review Design Builder's monthly Pay Application and provide written recommendation to County for payment.
- Review Design Builder and subcontractor record drawings on a monthly basis.
- Review potential change order (PCO) requests from the Design Builder and determinations by the Architect. Lead change order cost negotiations.
- Track construction contingency and update Owner monthly.
- Assist with County move-in.

Close Out Phase:

- Coordinate Owner maintenance personnel training.
- Assist architect with identification of substantial completion punchlist items and verification that punchlist items are completed as part of the final completion walk through. Coordinate with General Maintenance's participation.
- Monitor the project closeout process and expedite timely completion of closeout submittal process in consultation with the County.
- Coordinate deliverables including extra materials and Owner's locks and cores.
- Coordinate delivery of final as-built drawings, operation manuals and verify close out requirements are met before final payment is made to the Design Builder.
- Provide warranty program process documents and counsel Owner personnel in maintenance of the warranty program.

Exclusions:

Cost for reproducing construction documents
Furniture, Fixtures & Equipment (FFE) procurement services
Project Cost Accounting

ATTACHMENT D

COST PROPOSAL:

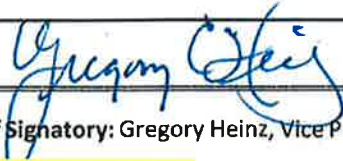
Provide a budget that is inclusive of all Services to be performed/provided by the Proposer for the Owner for the Project, which currently contemplates the use of a progressive design-build project delivery method, as more particularly described in the RFP under section 2, Scope of Services. Please break down the budget for each line item below and provide a level of effort, including number of hours and a description of the task, for each line item. Also include a schedule of hourly rates for the personnel that are included in this Proposal.

	Fee	Hours	Task #
2.2 PROJECT INITIATION AND START-UP SERVICES	\$16,547	117	1 thru 7
2.3 PROPOSAL PHASE SERVICES	\$8,274	59	1 thru 3
2.4 DESIGN AND CONSTRUCTION PHASE SERVICES	\$134,815	961	1 thru 14
2.5 PROJECT CLOSEOUT PHASE SERVICES	\$2,682	20	1 thru 3
2.6 POST PROGRESSIVE DESIGN BUILD CONSTRUCTION	\$2,682	20	1 thru 3
2.7 RESEARCH AND DOCUMENTATION FOR DISPUTE RESOLUTION	\$0	0	Complete
TOTAL NTE FEE (Not to Exceed)	\$165,000		

BILLING RATE SCHEDULE

	<u>2019</u>	<u>2020</u>
Matthew Walker, Program Manager	\$160	\$164
Patrick McCord, Project Manager	\$139	\$142
Don Smith, Project Controls	\$105	\$108
Debbie Selzer, Admin	\$87	\$89

Authorized Signature and Date: _____



Typed or Printed Name and Title of Signatory: Gregory Heinz, Vice President

FEIN ID# (required)



DUNS# (required)

Business Telephone Day: 425-214-0317 Eves/Weekends: 425-999-0953

Mobile: 425-999-0953

Email: GregoryHeinz@Hillintl.com





Agreement for Owner's Representative Consulting Services

AGREEMENT FOR OWNER'S REPRESENTATIVE CONSULTING SERVICES (the "Agreement") is made effective as of [REDACTED], 20 [REDACTED] by and between Morrow County, a political subdivision of the State of Oregon, with a principal place of business at P.O. Box 788, 110 N. Court St., Heppner, OR 97836 ("Client") and Hill International, Inc., a Delaware corporation with a principal place of business at One Commerce Square, 2005 Market Street, 17th Floor, Philadelphia, Pennsylvania 19103 ("Consultant").

WHEREAS, The Client would like to engage the Consultant to provide Owner's Representative services for the Morrow County North End Administration Building (the "Project"), as more fully set forth below, and the Consultant has agreed to provide such services.

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

ARTICLE 1

Scope of Services

- 1.1 Basic Services. During the term of this Agreement, the Consultant shall perform the services specified in the attached letter dated May 8, 2019 (Attachment A), and as further directed by the Client in writing and accepted by the Consultant (hereafter "Services").
- 1.2 Schedule. The Consultant shall commence to perform the Services within 10 days of receiving executed proposal which will be a formal Notice to Proceed.
- 1.3 The Client reserves the right at any time to make changes or additions to the Services or the schedule. In the event that such changes or additions cause an increase or decrease in the cost of the performance of the Services, the Consultant's compensation under this Agreement shall be adjusted to reflect such increase or decrease. Whenever the Consultant receives from the Client a request to perform Services that the Consultant considers to be a change or addition to the scope of the Services under this Agreement, or that will cause an increase in the cost of the performance

of the Services, or that will require a change in the Schedule, the Consultant shall so notify within ten (10) days of the receipt of such a request.

ARTICLE 2

Service Standards

- 2.1 Standard of Care. The Consultant shall perform all Services in a manner fully consistent with the terms of this Agreement and shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the types of services for projects of comparable size and complexity as those to be performed by the Consultant under this Agreement. All of the Consultant's Services under this Agreement shall be performed as expeditiously and economically as is consistent with such standards and in conformity with all applicable laws, regulations, codes and guidelines.
- 2.2 Personnel. The Consultant lead staff person shall be Greg Heinz, Principal-in-Charge. Consultant assigns the following Key Personnel to this project: Mathew Walker (Program Manager), and Patrick McCord (Project Manager). Consultant shall not substitute such Key Personnel without Client's written consent, such consent shall not be unreasonably withheld. Any substituted Key Personnel must have substantially similar qualifications as the person replaced.
- 2.3 Subcontracting. The Consultant may subcontract any of its obligations hereunder with notification to the Client. Subcontractors or subconsultants shall assume the same terms and conditions as the Consultant. The Consultant shall confirm compliance of subcontractors or subconsultants with all terms and conditions of this Agreement.

ARTICLE 3

Compensation

- 3.1 Time and Material Not to Exceed Fee. The compensation for the complete performance of all of the Services described in Section 1.1 on all of the terms and conditions of this Agreement shall be on a fee basis consistent with the attached schedule, dated [REDACTED]. Except as

- otherwise approved in writing by the Client, the proposed fee shall apply.
- 3.2 Reimbursable Expenses. The Client will only reimburse the Consultant for pre-approved reimbursable expenses.
- 3.3 Additional Services. Prior to performing any additional services pursuant to Section 1.3, the parties shall agree on the amount of compensation therefore in writing and the Contract fee shall be adjusted accordingly.
- 3.4 Applications for Payments. The Consultant shall submit monthly invoices to the Client at the address set forth above; "Attention: Morrow County Administrator". The invoice shall be fully supported by documentation reasonably requested by the Client. Any supporting documentation provided with the invoice shall be provided in electronic format and supported by electronic signatures. The Client shall not contest the validity of signatures solely because they are electronic. All undisputed invoices submitted with appropriate documentation shall be paid within thirty (30) days of receipt by the Client.
- 3.5 Audit. The Client shall have the right to inspect or audit the Consultant's books, records, computerized data files or other records pertaining to this Agreement or the performance of the Services to determine whether the Services have been rendered and the invoices have been made in compliance with the terms hereof.
- 3.6 Continuation of Services. The Consultant shall be obligated to carry on the performance of the Services and adhere to the Project schedule during all good faith disputes with the Client. No Services shall be delayed or postponed pending resolution of any disputes except non-payment of undisputed invoices pursuant to Section 3.4 and as further set forth below. The Consultant shall suspend services for non-payment of invoices which are disputed and unresolved within sixty (60) days of receipt of the disputed invoice, or non-payment of undisputed invoices within thirty (30) days of receipt.

ARTICLE 4
Insurance

- 4.1 Insurance Coverages. The Consultant, at its own expense, shall provide and continuously maintain in full force and effect during the term of this Agreement insurance coverage as follows:
- a. Worker's compensation, occupational disease, employer's liability, disability benefit and other similar employee benefit insurance required by state laws that apply to the Services.
 - b. Comprehensive general liability insurance, including contractual liability, issued under a broad form

- comprehensive general liability form with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, including death, and property damage.
 - c. Comprehensive automobile liability insurance protection for motor vehicles used by the Consultant either on or away from the Project Site with combined single limit of \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, including death, and property damage. This policy of insurance shall include coverage for all owned, non-owned and hired motor vehicles.
 - d. Professional liability insurance covering errors, omissions or negligent acts in the performance of the Services or lack thereof by the Consultant or its subcontractors, and any physical property damage, injury or death resulting therefrom in the amount of \$2,000,000.
- 4.2 Insurance Coverage Documentation. The Consultant shall, prior to commencing Services under this Agreement, provide to the Client original certificates of insurance for the insurance policies referred to in Section 4.1 hereof and shall provide original certificates of insurance of all policies which are in renewal or replacement thereof upon such renewal or replacement. The certificates of insurance must, at a minimum, state the name of insured(s), the policy periods, coverage limits, and a description of covered matters. Each insurance policy required to be maintained pursuant to this Article shall (i) except with respect to worker's compensation, automobile and professional liability insurance, identify the Client as an additional insured; (ii) be issued by an insurer rated A- or higher in Best's Insurance Manual or equivalent and which is qualified to do business where the Project is located or Services are performed; and (iii) provide that it may not be canceled or non-renewed without at least thirty (30) days prior written notice to the Client.

- 4.3 No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Client's recourse to any remedy available at law or in equity.

- 4.4 Release and Non-Subrogation. Except with respect to the professional liability insurance described in Section 4.1(d) above, the Consultant on behalf of itself, and any and all of its officers, directors, employees, agents, subcontractors, suppliers and consultants hereby releases the Client from all claims, demands, causes of action, liability, damages, losses, costs and expense due to any act or omission of the

Client which are subject to coverage by one or more of the insurance policies required to be maintained pursuant to this Article, and the Consultant agrees that all insurance policies obtained pursuant to this Article 4 shall contain appropriate provisions whereby the insurance company or companies (i) agrees to the foregoing release of liability and (ii) waives its rights of subrogation with respect to the coverages cited.

ARTICLE 5

Indemnification

- 5.1 **Consultant's Indemnity.** The Consultant agrees to indemnify and hold harmless the Client and its officers, directors, employees, representatives and contractors from and against any and all claims, damages, demands, causes of action, losses, costs and expenses, including reasonable attorney's fees and court and arbitration costs, including claims for bodily injury, illness, disease or death, and physical property damage or loss, arising during, on account of, in connection with or as a result of, the performance of the Services but only to the extent caused by negligent acts, errors or omissions in the performance of the Services under this Agreement by the Consultant, its employees, agents, subcontractors and other persons acting on the Consultant's behalf or under its control. The Consultant shall cause its indemnity obligation under this Section to be insured under the insurance carried pursuant to Section 4.1.
- 5.2 **No Liability for Design, Construction Or Hazmat.** Consultant shall not be held responsible for design defects and does not assume any of the contractual responsibilities or duties of the architect and engineers. The architect and engineers are solely responsible for the project designs and shall perform all design related services in accordance with their contracts. Consultant also does not assume any of the contractual responsibilities or duties of the construction contractors. The construction contractors are solely responsible for construction means, methods, sequences and procedures used in the construction of the project and for related performance in accordance with their contracts. Consultant will not be responsible for the presence and/or consequences of any asbestos, PCB's, petroleum, hazardous materials and/or radioactive materials on the project.
- 5.3 **Indemnification by Contractors.** The Client shall require the following language in every agreement with a construction contractor:

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the Client, Hill

International, Inc. and their respective officers, members, officials, consultants, agents, representatives, and employees, in both individual and official capacities (hereafter "Indemnitees") from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, contractor, separate construction managers, attorneys, and other professionals), whether direct, indirect, or consequential arising out of or in connection with this project. The contractor shall name the Client and Hill International, Inc. as additional insureds and provide Hill International, Inc. with a certificate of insurance prior to performance of any work on the project. The contractor's above obligations to the Indemnitees shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under worker's compensation acts, disability benefits or other employee benefit acts, or any insurance policy provided or required in connection with the project.

ARTICLE 6

Ownership of Work Product/Confidentiality

- 6.1 **Ownership of Work Product.** All reports, plans, drawings, specifications, programs, databases, computer disks, CAD drawings, test reports and other work products of every type and character developed or generated by the Consultant or its subcontractors solely and specifically as part of the performance of the Services (the "Work Product") shall be the property of the Client upon payment in full for such Services. Until such payment the Consultant shall have the right to keep and make further copies of the Work Product and to use the Work Product. Except for the validity and accuracy of test procedures and results, any use or reuse of Work Products by the Client without the participation of the Consultant or for purposes other than as intended under this Agreement shall be at the Client's sole risk and without liability to the Consultant.
- 6.2 **Confidentiality.** The Consultant shall not disclose any information which is not otherwise in the public domain concerning the Services or the Project without the Client's consent.

ARTICLE 7

Termination

- 7.1 **Termination for Cause.** The Client may terminate this Agreement by written notice to the Consultant upon the occurrence of any one or more of the following events of default:
- if the Consultant fails to perform the Services in accordance with any of the terms and conditions of this Agreement or fails to comply with any other obligation

hereunder and such failure is not cured within ten (10) days of the Consultant's receipt of notice thereof from the Client;

- b. if the Consultant becomes unable to perform the Services;
- c. if the Consultant voluntarily files a petition or if a petition is filed against the Consultant under any Chapter of Bankruptcy Code, or if any similar action is taken seeking relief under any federal or state law relating to bankruptcy or insolvency; if the Consultant makes an assignment of all or any material part of its assets for the benefit of creditors; or if a trustee, receiver or custodian is appointed to take charge of property of the Consultant.

7.2 **Remedies.** Following a termination of this Agreement pursuant to Section 7.1, the Client may complete all or any portion of the Services. In such case, the Consultant shall not be entitled to receive any further payments until such Services are completed.

7.3 **Termination for Convenience.** Upon thirty (30) days prior written notice to the other party, the Consultant or the Client may, without cause and without prejudice to any other right or remedy, elect to terminate this Agreement. In such case, the Consultant shall be paid for all Services duly performed up to the date of such termination and such reimbursable expenses as the Consultant has incurred, and other reasonable costs incurred through the date of termination, provided the Consultant would be entitled to the reimbursement of such expenses pursuant to Section 3.2 hereto.

7.4 **Cooperation.** In the event of the termination of this Agreement for cause, the Consultant shall deliver all Work Product to the Client in accordance with Article 6.1 and cooperate fully with the Client to facilitate an efficient and non-disruptive transition of the Consultants responsibilities to the entity which is to assume such responsibilities. In the event of the termination of this Agreement for convenience, upon payment in full for Services performed by the Consultant, the Consultant shall deliver all Work Product to the Client in accordance with Article 6.1 and cooperate fully with the Client to facilitate an efficient and non-disruptive transition of the Consultants responsibilities to the entity which is to assume such responsibilities.

ARTICLE 8
Miscellaneous

8.1 **Notices.** Except as expressly provided otherwise herein, all notices, consents, waivers, approvals and other communications shall be in writing and shall be effective upon delivery through certified mail, fax, or electronic mail (e-mail) provided a receipt is obtained, or upon earlier of receipt or the third business day following delivery to an overnight delivery service, or upon delivery if by telecopier transmission provided a receipt is obtained, in each case addressed or delivered to the respective parties at their respective addresses or telecopier number set forth below (or at such other addresses or telecopier numbers designated by any party at any time by notice to the other):

if to CLIENT:

Morrow County Administrator
P.O. Box 788
110 N. Court St.
Heppner, OR 97836

if to CONSULTANT:

Hill International, Inc.
One Commerce Square
2005 Market Street, 17th Floor
Philadelphia, PA 19103

With copy to
Aileen Schwartz,
Senior Vice President, Senior Corporate Counsel US &
Privacy Officer
Hill International, Inc.
One Commerce Square
2005 Market Street, 17th Floor
Philadelphia, PA 19103

8.2 **Assignment.** The Consultant may not assign any of its rights or obligations under this Agreement without the prior written consent of the Client which consent may be withheld in the Client's sole discretion. The Client may assign all or any part of its rights and obligations hereunder with the consent of the Consultant which shall not be unreasonably withheld, provided, however, that such an assignment is to any entity controlling, controlled by or under common control with the Client shall not require the consent of the Consultant.

8.3 **Force Majeure.** No liability shall attach to either party from failure or delay in performance caused by circumstances which are beyond the control of the party affected thereby, including but not limited to strikes, fire, flood, acts of nature, or inability to maintain material or equipment. In

- the event of any delay in performance due to any such circumstances the time for performance shall be extended for a period of time necessary to overcome the effect of such delay. The burden of proof of a force majeure event shall be with the party claiming an excuse for performance.
- 8.4 **Independent Contractor.** The Consultant shall act solely as an independent contractor in performing the Services and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership or joint venture between the parties. The Consultant and its officers, directors, employees and agents shall in no way be considered to be agents of the Client and, except as specifically set forth in this Agreement, shall have no right or authority to act for the Client; and said parties shall not attempt to enter into any contract, commitment or agreement, nor to incur any debt or liability, of any nature in the name of or behalf of the Client.
- 8.5 **Governing Law.** The information and performance of this Agreement shall be governed by the laws of the State of Oregon.
- 8.6 **Waiver.** The Client's or Consultant's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall not be construed to be a waiver of such provisions, rights, remedies or options nor in any way to affect the validity of this Agreement. The exercise by the Client or the Consultant of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies or options.
- 8.7 **Accord and Satisfaction.** The making of payment to the Consultant by the Client shall not be deemed an acceptance of any Services not performed in accordance with this Agreement or an acknowledgment that such Services have been performed in accordance with this Agreement.
- 8.8 **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the parties concerning the performance of services under this Agreement, and any and all prior or contemporaneous promises, representations, agreements or understandings, whether oral or written, between the parties are expressly merged into this Agreement and superseded hereby. Subject to the provisions of Section 8.2, the Agreement shall be binding upon the Client and the Consultant and their respective successors, assigns and legal representatives.
- 8.9 **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, it shall be interpreted to the maximum extent feasible so as to avoid such invalidity or unenforceability. If such interpretation is not possible, then this Agreement shall be interpreted without such invalid provision, and it shall not impair the validity or enforceability of the remainder of this Agreement.
- 8.10 **Survival of Provisions.** The provisions of Articles 3, 4, 5, 6, 7 and 8 hereof shall survive the termination of this Agreement for any reason and shall be binding and enforceable thereafter in accordance with their respective terms.
- 8.11 **Limitation of Liability.** In no event shall any officers, directors, partners, agents or employees of either party be personally liable hereunder. Notwithstanding any other provision of this Agreement to the contrary, the Consultant's liability to the Client, except to the extent losses are covered by proceeds of any insurance provided pursuant to Article 4 hereof, arising out of or related to the Consultant's performance of services under this Agreement, whether based in contract (including breach of warranty), tort (including negligence, whether of the Consultant or others), strict liability or otherwise, shall not exceed in the aggregate the greater of: (i) \$50,000.00 or (ii) the total fees paid to the Consultant for services performed under this Agreement. In no event shall the Consultant be liable in contract, tort or otherwise, to the Client for any losses, delayed or diminished profits, revenues or opportunities, losses by reason of shutdown or inability to utilize or complete the Project, or any other incidental, special, indirect or consequential damages of any kind or nature whatsoever resulting from the Consultant's performance or failure to perform services under this Agreement. No deductions shall be made from the Consultant's compensation due to any claim by the Client or others not a party to this Agreement. The provisions of this Section 8.11 shall survive the expiration, cancellation or termination of this Agreement.
- 8.12 **Litigation as a Non-Party.** If the Consultant is brought into litigation on the Project as a **non-party** through (for example) a subpoena for records, deposition request, court directive or otherwise, the Client will pay all costs incurred by the Consultant, in compliance with any subpoena, deposition, court directive or otherwise including, but not limited to, document and records reproduction costs, search and review time, preparation time, appearance time, legal fees incurred, travel and other expenses, at all employees' regular billing rate at the time these costs are incurred.
- 8.13 **Availability of Records for Public Inspection.** As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the

relevant Oregon public record laws. Consultant shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than five (5) years following completion of the contract work. Client shall have the right to timely review all such public records upon request. Consultant shall provide copies of any public records requested by Client within 10 days of Client's request. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The Client's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the Client as a public agency. Client will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CLIENT: Morrow County
MORROW COUNTY BOARD OF COMMISSIONERS

DATED: _____

Jim Doherty
Morrow County Commissioner, Chair

Melissa Lindsay
Morrow County Commissioner

Don Russell
Morrow County Commissioner

CONSULTANT:
Hill International, Inc.

DATED: 6/13/19



Authorized Signature

By: Greg Heinz

Title: Vice President

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This agreement is for extending Grant Agreement 31435. This grant is for the purchase of one 14 passenger cut away bus. This bus was supposed to have been ordered by Schetky Northwest in March of 2017 but the sales person never ordered it. Therefore Kathy Holmes from ODOT Rail and Public Transit procurement advised me to cancel that order and put out a new RFQ for this bus. With that ODOT Rail and Public Transit has extended this agreement, which was to expire for a second time on June 30, 2019, to June 30, 2020. RFQ's have been sent out to the two vendors that qualify to bid on this bus. RFQ's are to be returned to The Loop Morrow County Transportation by June 13, 2019.

2. FISCAL IMPACT:

Not extending this grant would not allow The Loop Morrow County Public Transportation to replace a bus with about 200,000 miles on it.

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

Move to sign Amendment Number 3 extending ODOT Rail and Public Transit Agreement 31435 to June 30, 2020

Attach additional background documentation as needed.

AMENDMENT NUMBER 3
ODOT GRANT AGREEMENT NO. 31435
Morrow County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Morrow County**, hereinafter referred to as **Recipient**, entered into an Agreement on **August 29, 2016**, Amendment 1 (one) on **May 24, 2018**, and Amendment 2 (two) on **December 24, 2018**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the Agreement period.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **August 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date.** This Agreement shall become effective on the later of **August 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2020** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Morrow County/State of Oregon
Agreement No. 31435

This Amendment 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 Amendment so executed shall constitute an original.

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.

SIGNATURE PAGE TO FOLLOW

Morrow County/State of Oregon
Agreement No. 31435

Morrow County, by and through its

Board of Commissioners

By _____

Name Jim Doherty, Chair

Date _____

By _____

Name Melissa Lindsay, Commissioner

Date _____

By _____

Name Don Russell, Commissioner

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Recipient's Legal Counsel

Date _____

State Contact:

Frank Thomas
555 13th St. NE
Salem, OR 97301-4179
1 (541)963-1362
Frank.THOMAS@odot.state.or.us

State of Oregon, by and through its

Department of Transportation

By _____

H.A. (Hal) Gard

Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Arla Miller

Date 06/06/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Recipient Contact:

Anita Pranger

P.O. Box 495

Heppner, OR 97836

1 (541)676-5667

apranger@co.morrow.or.us



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

(For BOC Use)
 Item #
 4e

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

Staff Contact: Sandi Pointer
 Department: Morrow County Public Works
 Short Title of Agenda Item: **CONTRACT - Fence Contract Service**
 (No acronyms please)

Phone Number (Ext): 541-989-9500
 Requested Agenda Date: 06.19.2019


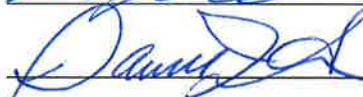
This Item Involves: (Check all that apply for this meeting.)

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Farm City Fence**
 Contractor/Entity Address: **81252 N Hwy 395, Hermiston, OR 97838**
 Effective Dates – From: **06.12.2019** Through: **06.12.2022**
 Total Contract Amount: **Will Vary** Budget Line: **202.220.5.40.4301,238.300.5.20.3**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____	6-11-19 DATE	Department Head	Required for all BOC meetings
 _____	6/17/19 DATE	Admin. Officer/BOC Office	Required for all BOC meetings
Email _____	6/10/19 DATE	County Counsel	*Required for all legal documents
Email _____	6/17/19 DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

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

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

Morrow County Public Works had a request for RFQ's for a fence construction services. This was awarded on June 5 at the regular BOC meeting.

This is a three year contract and will cover various areas of the County, Road, Parks, General Maintenance and repairs and maint. on Transfer Stations and Airport when needed.

2. FISCAL IMPACT:

Expenditure lines for payment would come out of different departments, Parks, Transfer Stations and General maintenance as the need arises.

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

Motion to sign the Contract with Morrow County and Farm City Fence LLC for their fence construction services.

Attach additional background documentation as needed.

Sandra Pointer

From: Kate Knop
Sent: Wednesday, June 12, 2019 9:32 AM
To: Sandra Pointer
Subject: RE: Contract signing Farm City Fence.pdf

Yes. I have no concerns.

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, June 12, 2019 7:20 AM
To: Kate Knop <kknop@co.morrow.or.us>
Subject: FW: Contract signing Farm City Fence.pdf

Have you had a chance to review this? If so and I didn't get the response would you mind sending again.

From: Justin Nelson
Sent: Monday, June 10, 2019 11:55 AM
To: Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Roberta Lutcher <rlutcher@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: RE: Contract signing Farm City Fence.pdf

I have reviewed and I do not have any concerns. It looks like it is already signed and back to use.

The only change I may have made (but is not necessary), is to reduce the county notice time necessary to terminate the contract. Right now it has 30 days, but with a contract like this where we only use them on a project-by-project basis, I think notice of even 5 days would be enough. I may also have removed section 24- maybe removed the part where it says that County Counsel has to give permission before any work can begin. While I enjoy God-like power, I just don't think it is necessary to have it in the agreement.

Again, since the contract has already been signed by the other party and since the changes I mention are not required, I am fine with this going before the BoC.

Sandra Pointer

From: Justin Nelson
Sent: Monday, June 10, 2019 11:55 AM
To: Darrell Green; Kate Knop
Cc: Roberta Lutcher; Sandra Pointer; Matt Scrivner
Subject: RE: Contract signing Farm City Fence.pdf
Attachments: Contract signing Farm City Fence.pdf

I have reviewed and I do not have any concerns. It looks like it is already signed and back to use.

The only change I may have made (but is not necessary), is to reduce the county notice time necessary to terminate the contract. Right now it has 30 days, but with a contract like this where we only use them on a project-by-project basis, I think notice of even 5 days would be enough. I may also have removed section 24- maybe removed the part where it says that County Counsel has to give permission before any work can begin. While I enjoy God-like power, I just don't think it is necessary to have it in the agreement.

Again, since the contract has already been signed by the other party and since the changes I mention are not required, I am fine with this going before the BoC.

-Justin

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: Darrell Green
Sent: Monday, June 10, 2019 11:24 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: FW: Contract signing Farm City Fence.pdf

Hello Justin and Kate,

I spoke to Sandi and they would like to have this on the June 19th BoC agenda.

Thanks,
Darrell

MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and Farm City Fence LLC., hereafter called Contractor. County's Contract Administrator for this contract is Matt Scrivner, Morrow County Public Works Director.

1. Effective Date and Duration.

This contract shall become effective on the date at which this Contract has been signed by every party hereto and approved by the Morrow County Counsel. 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

County agrees to pay Contractor at rate applying to task as per fee schedule.

The following are the fees for various types of fence. These fees are only basic and may vary based on terrain and type of job (if it is a Davis-Bacon or prevailing wage job).

FARM CITY FENCE LLC	T/M RATES
----------------------------	------------------

LABOR CLASSIFICATION	STRAIGHT TIME HR	18% PER HR	WEEK RATE	DAY RATE 18%
Superintendent	\$ 63.00	\$ 74.34	\$ 2,973.60	\$ 594.72
Foreman	\$ 46.00	\$ 54.28	\$ 2,171.20	\$ 434.24
Carpenter	\$ 43.00	\$ 50.74	\$ 2,029.60	\$ 405.92
Skilled Laborer	\$ 42.75	\$ 50.45	\$ 2,018.00	\$ 403.60
Laborer	\$ 39.00	\$ 46.02	\$ 1,840.80	\$ 368.16
Iron Worker	\$ 49.25	\$ 58.12	\$ 2,324.80	\$ 464.96
Welder	\$ 55.00	\$ 64.90	\$ 2,596.00	\$ 519.20
Mill Wright	\$ 49.25	\$ 58.12	\$ 2,324.80	\$ 464.96
Shop Labor	\$ 60.00	\$ 70.80	\$ 2,832.00	\$ 566.40
Pipe Fitter	\$ 49.25	\$ 58.12	\$ 2,324.80	\$ 464.96
Operator	\$ 43.00	\$ 50.74	\$ 2,029.60	\$ 405.92
Field Clerk	\$ 32.50	\$ 38.35	\$ 1,534.00	\$ 306.80
Field Controller	\$ 36.50	\$ 43.07	\$ 1,722.80	\$ 344.56
Document Controller	\$ 43.50	\$ 51.33	\$ 2,053.20	\$ 410.64
Per Diem	\$ 115.00	\$ 135.70	\$ 678.50	\$ 135.70
Tool Trailer	N/A	N/A	\$ 590.00	\$ 118.00
Generator	N/A	N/A	\$ 427.75	\$ 85.55
Skid Steer	\$ 65.00	\$ 76.70	\$ 3,068.00	\$ 613.60
Truck / Trailer	\$ 45.00	\$ 53.10	\$ 2,124.00	\$ 424.80
Chainlink Machine	\$ 32.50	\$ 38.35	\$ 1,534.00	\$ 306.80
Concrete Auger	\$ 27.75	\$ 32.75	\$ 1,310.00	\$ 262.00
Administration Controller	\$ 50.75	\$ 59.89	\$ 2,395.60	\$ 479.12
Small Tools/Consumables	\$ 2.00	\$ 2.36	\$ 222.79	\$ 18.88
Special Tools	\$ 25.00	\$ 29.50	\$ 1,180.00	\$ 236.00

4. Contract Documents.

This contract consists of the following document which is listed in descending order of precedence: this contract.

5. Independent Contractor; Responsibility for Taxes and Withholding and Prevailing Wage

- a) Contractor shall perform required Work as an independent contractor. Although the 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, the County cannot and will not control the means or manner of the 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 Morrow 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 Contractors employing County (state or federal) would prohibit Contractor's activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as those terms are 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.
- d) Contractor shall be responsible to ensure all compensation paid under this contract conforms to the prevailing wage law and rate in effect at the time of signing this Contract.

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.

- a) 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 within the County's biennial appropriation or limitation. Contractor understands and agrees that County's payment of amounts under this Contract attributable to work performed after the last day of the current biennium is contingent on County receiving appropriations, limitations, or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

b) County will only pay for completed work that is accepted by the 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, (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 products of the Contractor that result from this contract ("the Work Products") are the exclusive property of the County. County and Contractor intend that such Work Products be deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work products are 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 of its officers, employees, subcontractors, or agents under this Contract.

12. Insurance

Contractor shall provide insurance as required in the proposal specifications.

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 SECTIONS 13. (e)(ii) or 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 Contractors 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; (v) prevailing wage laws; and (vi) 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 Contractors compliance with the provisions of ORS 279312, 279314, 279316, 279.320, and 279555, 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 Nature.

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 26.

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): Farm City Fence

Address: 81252 N Hwy 395 Hermiston, Oregon 97838

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 Sole LLC_

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
FARM CITY FENCE LLC

By: Shawn R. Eng Title President

Date: 6-6-2019 Phone Number: 541-567-6854

Facsimile Number Ted Brittnor 541-720-7765

COUNTY

Date this _____ day of _____, 2019

Jim Doherty, Chair

Don Russell, County Commissioner

Morrow County Counsel

Melissa Lindsay, County Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No., Ext): 888 333-4949 FAX (A/C, No.): 507 446-6664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935 INSURER B: FEDERATED RESERVE INSURANCE COMPANY 16024 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 158-622-1 FARM CITY FENCE LLC 81252 N HIGHWAY 385 HERMISTON, OR 97838-6251	

COVERAGES CERTIFICATE NUMBER: 18 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISSR LTR	TYPE OF INSURANCE	ADOL EVER	SUBR WYS	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			6057970	11/25/2018	11/25/2019	EACH OCCURRENCE \$1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR BUSINESS OWNER'S LIABILITY	N	N				DAMAGE TO RENTED PREMISES (Per occurrence)	\$100,000	
	GET L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-FECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
		PRODUCTS - COM/PROP AGG	\$2,000,000						
A	AUTOMOBILE LIABILITY			6057971	11/25/2018	11/25/2019	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N				BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
				PROPERTY DAMAGE (Per accident)					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	6057973	11/25/2018	11/25/2019	EACH OCCURRENCE \$1,000,000		
	<input type="checkbox"/> DEO <input type="checkbox"/> RETENTION						AGGREGATE	\$1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6057972	11/25/2018	11/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		
		Y/N	N/A				N	E.L. EACH ACCIDENT	\$500,000
								E.L. DISEASE - EA EMPLOYEE	\$500,000
								E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

CERTIFICATE HOLDER 158-622-1 MORROW COUNTY PUBLIC WORKS 385 WEST HWY 74 LEXINGTON, OR 97839	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Michael G Ken</div>
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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
 (Page 1 of 2)

(For BOC Use)
 Item #

49

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 - Airport Requested Agenda Date: 06.19.2016
 Short Title of Agenda Item: **Amendment to CONTRACT aviation project services**
 (No acronyms please)

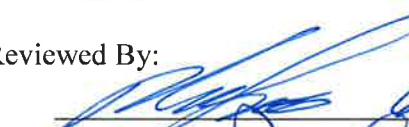


This Item Involves: (Check all that apply for this meeting.)

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Century West Engineering**
 Contractor/Entity Address: **1020 SW Emkay Drive, Suite 100, Bend, OR 97702**
 Effective Dates – From: **05.22.2019** Through: **05.22.2024**
 Total Contract Amount: **Will vary by project** Budget Line: **205.250.3.30.3618**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____ DATE 6/11/19	Department Head	Required for all BOC meetings
 _____ DATE 6/12/19	Admin. Officer/BOC Office	Required for all BOC meetings
See Email  _____ DATE 6.11.2019	County Counsel	*Required for all legal documents
_____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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

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

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

This is an amendment to the Airport Engineering services contract (Signed 6.5.2019) It was brought to our attention the the due date was not listed on the contract. Everything is as presented just the amendment to have a ending date of the contract.

2. FISCAL IMPACT:

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

Motion to sign the amendment to agreement for engineering aviation project services with Century West Engineering and Morrow County.

Attach additional background documentation as needed.

AMENDMENT TO AGREEMENT FOR ENGINEERING AVIATION PROJECT SERVICES

1. This amendment (the "Amendment") is made by and between Morrow County, Oregon, hereinafter referred to as the COUNTY, and Century West Engineering Corporation hereinafter referred to as the ENGINEER.
2. Effective Date. This Amendment shall become effective upon signing by all parties.
3. The Agreement is hereby amended as follows (new language is indicated by **bold underlining**):
 - a. This agreement is hereby amended as follows:

SECTION C – GENERAL PROVISIONS

20. This agreement shall begin on May 22, 2019 and shall terminate on May 21, 2024, unless terminated earlier.

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

CONTRACTOR
CENTURY WEST ENGINEERING CORPORATION

By: _____ Title: _____ Date: _____

COUNTY
MORROW COUNTY BOARD OF COMMISSONERS

Date: _____

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

APPROVED AS TO FORM:

County Counsel

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

* Bid from Gordan's Electric chosen at BOC meeting June 5th for the purchase and installation of a Generator at the Boardman Health Dept site. See below for further information.

Background:

Following a request with approval to reallocate \$30,000 within the Public Health Emergency Preparedness Program (PHEP) FY 2019 to Capital Outlay to allow for the purchase of a generator for the Boardman Office. Next, three bids were obtained from local Electrical Contractors. Gordon's Electric provided the lowest at \$42,278, compared with Wildcat Electric at \$46,485 and Wight's Electric at \$49,865.

The following funds: PHEP \$30,000, Wildhorse Foundation Grant award \$10,000, and a portion (\$2,278) of the additional \$4,743 PHEP funds awarded per OHA Agreement 154124-8 (from Statewide unspent FY 2018 funds) provided the needed dollars to make to support this purchase.

I am requesting authorization to purchase the generator and install a 50 KW Cummins generator as described in the Gordon's Electric bid: 1.) Acquire the electrical permits for the generator, 2.) construct a concrete pad for the generator and accompanying propane tank; 3.) Wire the generator into the permanent physical structure of the clinic using an automatic transfer switch, and 4.) training of staff for management/maintenance of the generator.

2. FISCAL IMPACT:

Funds will be utilized to purchase Capital Outlay equipment and will not result in any changes to current level of FTE.

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

Following review per county counsel, request the BOC review, approve and sign the Contract in order to move forward with the purchase and installation of a Generator at the Boardman Health Dept located at 101 Boardman Ave as per Bid from Gordon's Electric.

Attach additional background documentation as needed.

Gordon's Electric

214 SE Emigrant
Pendleton, OR 97801
(541) 276-3154 Fax (541) 276-5060
ELECTRICAL
CONTRACTORS #30-24C BBC #9144

Contract Agreement

This AGREEMENT, made by and between:

Gordon's Electric, Inc. hereinafter called the Contractor

Morrow County Health Department hereinafter called the Owner

This Agreement is entered into as of the _____ between the Owner, _____ and the Contractor, Gordon's Electric, Inc.

1. Statement of work

Contractor shall perform and deliver the Project as set forth in the Statement of Work issued against and subject to the terms and conditions of this agreement.

Install new 50kw backup generator system tied into existing utility system with automatic transfer switch.

Exclusions to this quote: No service contract generator (that must be done with owner and generator supplier, all generator suppliers offer this after install on private contract).

The work which Contractor shall perform shall be specified in the Statement of Work-attached hereto as Attachment A-which will be written under the terms and conditions of this agreement. The Statement of Work shall specify: (i) description of Services and Deliverables, (ii) schedule for Deliverables, and (iii) price and payment schedule.

2. Term, Duties and Compensation

The term of this Agreement shall commence on _____, and shall continue thereafter until terminated in writing by one of the parties. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be as set forth in the budget.

3. Expenses

During the term of this agreement, the Contractor shall bill and the Owner shall reimburse for all reasonable and approved out-of-pocket expenses as set forth in budget.

4. Conflicts of Interest

The Contractor represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much productive time, energy and abilities to the performance of duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services to the Owner.

5. Termination

The Owner may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails to refuse to comply with the written policies or reasonable directive of Owner, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Owner at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

6. Insurance

The Contractor will carry liability insurance relative to any service that is performed for Owner.

7. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

8. Entire Understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are no further force and effect.

9. Unenforceability of Provisions

If any provisions of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

The Owner Agrees As Follows:

- A. Employ, and does hereby employ the Contractor to do the work described in paragraph 1 hereof, subject to the provisions of this agreement.
- B. To pay the Contractor for the full faithful and prompt performance of this general agreement, subject to all of the terms and conditions here of, the sum of:

\$42,278.00

IN WITNESS WHERE OF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

By: _____
Owner
Date: _____

By: _____
Contractor-Gordon's Electric, Inc.
Date: _____

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

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

Following a request with approval to reallocate \$30,000 within the Public Health Emergency Preparedness Program (PHEP) FY 2019 to Capital Outlay to allow for the purchase of a generator for the Boardman Office. Next, three bids were obtained from local Electrical Contractors. Gordon's Electric provided the lowest at \$42,278, compared with Wildcat Electric at \$46,485 and Wight's Electric at \$49,865.

The following funds: PHEP \$30,000, Wildhorse Foundation Grant award \$10,000, and a portion (\$2,278) of the additional \$4,743 PHEP funds awarded per OHA Agreement 154124-8 (from Statewide unspent FY 2018 funds) provided the needed dollars to make to support this purchase.

I am requesting authorization to purchase the generator and install a 50 KW Cummins generator as described in the Gordon's Electric bid: 1.) Acquire the electrical permits for the generator, 2.) construct a concrete pad for the generator and accompanying propane tank; 3.) Wire the generator into the permanent physical structure of the clinic using an automatic transfer switch, and 4.) training of staff for management/maintenance of the generator.

2. FISCAL IMPACT:

Funds will be utilized to purchase Capital Outlay equipment and will not result in any changes to current level of FTE.

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

Following review per county counsel, request the BOC review, approve and authorize the purchase of the Generator from Gordon's Electric as per the lowest Bid (of three), provided.

Attach additional background documentation as needed.

Gordon's Electric Inc.
80891 hwy 395 North
Hermiston, Ore. 97838
Phone # (541) 567-0114, Fax # (541) 567-1701
Lic # 30-24c cccb# 9144

February 20, 2019

Morrow County Health Department
101 Boardman, Ave. NW
Boardman, OR. 97818

RE: new backup generator system tied into existing utility system with automatic transfer switch

Attn: Shelley Wight

Our quote for the scope of work installed will be:

\$ 42,278.00

This includes the following:

- New 50 kw generator
- Automatic transfer switch
- Wiring to block heater on generator
- Wiring to battery charger on generator
- Concrete pads with protective bullards for generator and propane tank
- 500 gallon propane tank with 500 gallons of propane

- Electrical permit
- Start up and training of generator system
- Trenching and backfill

Exclusions to this quote:

- No service contract on generator (that must be done with owner and generator supplier, all generator suppliers offer this after install on private contract)

Notes to this quote:

1. Gordon's Electric will be installing a 50kw generator to be able to take all the load required on the east wing of the building. With this method we will be simply intercepting the utility power after the disconnect and running through the new transfer switch and back into the breaker panel located in furnace closet. This will power up all the new addition which will include the refrigerator that contains the medicine required to be kept cool at all times
2. The propane tank proposed will run this generator for 48hrs continuously in the event of power outage. If you wanted to go to a 1000 gallon propane tank you would have to add \$ 1,200.00 to the base quote.

Thanks for the opportunity to quote this to you. If you have any questions please feel free to call me anytime

Sincerely,

Mike Martin

Darrell Green

From: Richard Tovey
Sent: Friday, June 14, 2019 3:06 PM
To: Darrell Green; Kate Knop; Sheree Smith
Subject: RE: 6-19-19.docx

Darrell-

I have reviewed the contract and attachment (bid document/statement of work). The contractor prepared the contract but it appears to have the standard contract features for this kind of contract. I have no issues with the contract going to the BoC. The contact form has just one signature line.

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: Darrell Green
Sent: Friday, June 14, 2019 2:41 PM
To: Kate Knop <kknop@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Subject: 6-19-19.docx

Hello Rich and Kate,

I am working on next week's agenda to see what will stay on and what will need to be pushed off until the following week. I may not be in the email loop, so I wanted to check to see if either of these topics have been reviewed and approved or if you think you will be able to complete them by Monday at noon. Below are the two highlighted items Roberta indicated were not approved by Counsel and or Finance.

2019-21 IGA 159824 for the Financing of Public Health Services-
Gordon's Electric contract

Please let me know your thoughts when you get a chance.

Thanks,
Darrell



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

(For BOC Use)
Item #
4h

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

Presenter at BOC: Carla McLane
Department: Planning Department
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: 06-19-2019

Code Enforcement Task Force

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various meeting items: Order or Resolution, Ordinance/Public Hearing, Appointments, etc.

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:

Carla McLane 06132019 Department Director Required for all BOC meetings
[Signature] 6/17/19 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

As discussed during the Code Enforcement Work Session this is the request to establish the Code Enforcement Task Force with the following suggested members: Carla McLane, Ken Matlack, John Bowles, Nathan Braun, Oscar Madrigal, Shelly Wight, Sandra Pointer, Glenn McIntire, Dave Pranger, Shambra Cooper, Joe Fiumara, Richard Tovey, Judge Ann Spicer and Commissioner Don Russell. The focus of the Task Force would include: review of the Code Enforcement Ordinance, Solid Waste Ordinance, Zoning Ordinance, Subdivision Ordinance and other ordinances that may be pertinent; identify any necessary changes to the Code Enforcement Ordinance; identify and develop internal processes to assure individuals who are 'Code Enforcement Officers' are aware of their responsibilities; and create a communication network. Over the next three to four months the Task Force would meet at least three times, concluding with recommendations and a report back to the Board of Commissioners.

2. FISCAL IMPACT:

There could be.

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

"I move to approve the creation of a task force in support of the Code Enforcement program to include Carla McLane, Ken Matlack, John Bowles, Nathan Braun, Oscar Madrigal, Shelly Wight, Sandra Pointer, Glenn McIntire, Dave Pranger, Shambra Cooper, Joe Fiumara, Richard Tovey, Judge Ann Spicer and Commissioner Don Russell. This task force will meet three times over the next four months. The task force will become familiar with the various Ordinances to be enforced, create a communications network, become familiar with each persons role in the Code Enforcement process, and identify any challenges or necessary issues to be resolved. The Code Enforcement Task Force will provide a report to the Board of Commissioner's in the Fall of 2019."

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
4i

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

Staff Contact: Kate Knop

Phone Number (Ext): 5302

Department: Finance

Requested Agenda Date: 6/19/2019

Short Title of Agenda Item: Budget Adoption Resolution R-2019-13 for Fiscal Year 2019-2020
(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

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] 6/17/19 Department Head

Required for all BOC meetings

[Signature] 6/17/19 Admin. Officer/BOC Office

Required for all BOC meetings

County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

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

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

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

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

The attached Budget Resolution statement includes: Adopting the budget, Making Appropriations, Imposing the Tax, Categorizing the Tax, and the Excluded from Limitations as required by Oregon Budget Law for Morrow County's Budget Fiscal Year 2019-2020.

2. FISCAL IMPACT:

The adopted budget appropriations will be effective July 1, 2019 in the amount of \$43,618,361.

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

Motion to approve and adopt Budget Resolution R-2019-13 as written.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
ADOPTING THE BUDGET, MAKING) RESOLUTION NO. R-2019-13
APPROPRIATIONS, IMPOSING AND)
CATEGORIZING THE TAXES....)

BE IT RESOLVED that the Board of Commissioners of Morrow County hereby adopts the Budget for fiscal year 2019-2020 in the sum of \$43,618,361.
This budget is now on file at the Morrow County Courthouse in Heppner, Oregon.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2019, and for the purposes shown below are hereby appropriated as follows

GENERAL FUND

Board of Commissioners	\$	616,632
Administrative Services		552,618
County Assessor/Tax Collector		841,164
County Treasurer		126,353
County Clerk		345,782
Veterans Officer		108,000
Board of Equalization		2,787
Justice Court		325,135
District Attorney		449,716
Juvenile Department		406,953
Sheriff		4,517,471
Health Department		1,441,559
Planning		395,990
Emergency Management		35,303
Surveyor		39,040
Museum		11,000
Public Works Administration		571,265
Public Works General maintenance		601,255
Solid Waste Transfer Station North		42,845
Solid Waste Transfer Station South		47,660
Transfers to Other Funds		494,000
Computer		198,930
Weed Department		146,813
Nondepartmental Personnel Services		91,171
Nondepartmental Materials & Services		425,250
Nondepartmental Capital Outlay		1,413,600
Special Payments		2,680,265

Contingency	121,198
TOTAL FOR GENERAL FUND	\$ 17,049,755
HERITAGE TRAIL FUND	
Materials & Services	\$ 27,695
TOTAL FOR HERITAGE TRAIL FUND	\$ 27,695
ROAD EQUIPMENT RESERVE FUND	
Capital Outlay	\$ 1,294,329
TOTAL FOR ROAD EQUIPMENT RESERVE FUND	\$ 1,294,329
ROAD FUND	
Road Department	\$ 6,667,499
Capital Equipment	140,000
Contingency	659,501
TOTAL FOR ROAD FUND	\$ 7,467,000
FINLEY BUTTES TRUST FUND	
Materials & Services	\$ 100,000
Transfer to other funds	-
TOTAL FOR FINLEY BUTTES TRUST FUND	\$ 100,000
AIRPORT FUND	
Materials & Services	61,122
Capital Outlay	7,500
Contingency	-
TOTAL FOR AIRPORT FUND	\$ 68,622
LAW LIBRARY FUND	
Materials & Services	\$ 44,327
TOTAL FOR LAW LIBRARY FUND	\$ 44,327

911 EMERGENCY FUND		
Personnel Services	\$	272,690
Materials & Services		44,200
Transfer to Other Funds		<u> </u>
TOTAL FOR 911 EMERGENCY FUND	\$	316,890
SURVEYOR PRESERVATION FUND		
Materials & Services	\$	<u>235,777</u>
TOTAL FOR SURVEYOR PRESERVATION FUND	\$	235,777
FINLEY BUTTES LICENSE FUND		
Materials & Services		-
Transfer To Other Funds		1,846,939
Special Payments		<u> </u>
TOTAL FOR FINLEY BUTTES LICENSE FEE FUND	\$	1,846,939
COUNTY SCHOOL FUND		
Special Payments	\$	<u>209,526</u>
TOTAL FOR COUNTY SCHOOL FUND	\$	209,526
IONE SCHOOL FUND		
Special Payments	\$	<u>18,587</u>
TOTAL FOR IONE SCHOOL FUND	\$	18,857
FAIR FUND		
Fair	\$	354,342
Indoor/Outdoor Arenas		2,300
Queen & Court		2,550
St. Pats Event		<u>2,260</u>
TOTAL FOR FAIR FUND	\$	361,452
COMPUTER EQUIPMENT RESERVE FUND		
Capital Outlay	\$	<u>42,565</u>
TOTAL FOR COMPUTER EQUIPMENT RESERVE FUND	\$	42,565

SPECIAL TRANSPORTATION FUND	
Personnel Services	\$ 42,146
Materials & Services	75,100
Transfer to Other Funds	6,282
Contingency	4,857
	<hr/>
TOTAL FOR SPECIAL TRANSPORTATION FUND	\$ 128,385
PROGRAMMING RESERVE FUND	
Capital Outlay	\$ 102,508
	<hr/>
TOTAL FOR PROGRAMMING RESERVE	\$ 102,508
ENFORCEMENT FUND	
Materials & Services	\$ 18,214
Capital Outlay	5,000
Transfer to Other Funds	-
	<hr/>
TOTAL FOR ENFORCEMENT FUND	\$ 23,214
VIDEO LOTTERY FUND	
Materials & Services	\$ 34,129
Transfer to Other Funds	102,000
Special Payments	-
	<hr/>
TOTAL FOR VIDEO LOTTERY FUND	\$ 136,129
VICTIM/WITNESS ASSISTANCE FUND	
Personnel Services	\$ 96,569
Materials & Services	38,019
Capital Outlay	-
	<hr/>
TOTAL FOR VICTIM/WITNESS ASSISTANCE FUND	\$ 134,588
WILLOW CREEK WIND FEES	
Transfer to Other Funds	\$ 105,750
	<hr/>
TOTAL FOR WILLOW CREEK WIND FEES	\$ 105,750
CAMI GRANT FUND	
Materials & Services	\$ 41,909
	<hr/>
TOTAL FOR CAMI GRANT FUND	\$ 41,909

	WEED EQUIPMENT RESERVE FUND	
Capital Outlay		\$ <u>15,380</u>
TOTAL FOR WEED EQUIPMENT RESERVE FUND		\$ 15,380
	STF VEHICLE RESERVE FUND	
Capital Outlay		\$ <u>139,853</u>
TOTAL FOR STF VEHICLE RESERVE FUND		\$ 139,853
	FAIR ROOF RESERVE FUND	
Capital Outlay		\$ <u>22,335</u>
TOTAL FOR FAIR ROOF RESERVE FUND		\$ 22,335
	HEPPNER ADMIN. BUILDING	
Debt Service		<u>394,000</u>
TOTAL FOR HEPPNER ADMIN. BUILDING FUND		\$ 394,000
	SAFETY COMMITTEE FUND	
Materials & Services		\$ <u>21,452</u>
TOTAL FOR SAFETY COMMITTEE		\$ 21,452
	BLEACHER RESERVE FUND	
Capital Outlay		\$ <u>30,552</u>
TOTAL FOR BLEACHER RESERVE FUND		\$ 30,552
	RODEO FUND	
Materials & Services		\$ 10,000
Transfer to Other Funds		<u>20,151</u>
TOTAL RODEO FUND		\$ 30,151
	JUSTICE COURT BAILS/FINES FUND	
Materials & Services		\$ <u>588,950</u>
TOTAL FOR JUSTICE COURT BAILS/FINES FUND		\$ 588,950

	CLERKS RECORDS FUND	
Materials & Services		\$ <u>20,943</u>
TOTAL FOR CLERKS RECORDS FUND		\$ 20,943
	DUII IMPACT FUND	
Materials & Services		\$ <u>28,902</u>
TOTAL FOR DUII IMPACT FUND		\$ 28,902
	FAIR IMPROVEMENT FUND	
Capital Outlay		\$ <u>20,833</u>
TOTAL FOR FAIR IMPROVEMENT FUND		\$ 20,833
	BUILDING PERMIT FUND	
Materials & Services		\$ 252,000
Capital Outlay		\$ 28,000
Transfer to Other Funds		<u>-</u>
TOTAL FOR BUILDING PERMIT FUND		\$ 280,000
	PARK FUND	
Cutsforth Park Department		\$ 87,614
Anson Wright Park Department		60,415
ATV Park Department		707,116
Fair Park		1,941
Contingency		<u>183,307</u>
TOTAL FOR PARK FUND		\$ 1,040,393
	EQUITY FUND	
Materials & Services		\$ <u>19,000</u>
TOTAL FOR EQUITY FUND		\$ 19,000
	BUILDING RESERVE FUND	
Capital Outlay		\$ <u>774,146</u>
TOTAL FOR BUILDING RESERVE FUND		\$ 774,146

	LIQUOR CONTROL FUND	
Materials & Services		\$ <u>858</u>
TOTAL FOR LIQUOR CONTROL FUND		\$ 858
	WATER PLANNING FUND	
Materials & Services		\$ <u>6,258</u>
TOTAL FOR WATER PLANNING FUND		\$ 6,258
	FOREST SERVICE FUND	
Materials & Services		\$ <u>62,656</u>
TOTAL FOR FOREST SERVICE FUND		\$ 62,656
	COURT SECURITY FUND	
Materials & Services		\$ 109,000
Capital Outlay		<u>20,000</u>
TOTAL FOR COURT SECURITY FUND		\$ 129,000
	ECHO WINDS FEES FUND	
Transfer to Other Funds		\$ <u>129,040</u>
TOTAL FOR ECHO WINDS FEES FUND		\$ 129,040
	SHEPHERDS FLAT FEES FUND	
Materials & Services		\$ -
Transfer to Other Funds		1,203,700
Special Payments		<u>387,300</u>
TOTAL FOR SHEPHERDS FLAT FEES FUND		\$ 1,591,000
	5310 FTA GRANT FUND	
Personnel Services		\$ 111,580
Materials and Services		67,672
Capital Outlay		-
Contingency		<u>29,230</u>
TOTAL FOR STO OPERATING FUND		\$ 208,482

COMMUNITY CORRECTIONS	
Personnel Services	\$ 433,371
Materials & Services	176,600
Capital Outlay	40,000
Contingency	<u>100,000</u>
TOTAL FOR COMMUNITY CORRECTIONS FUND	\$ 749,971
PGE CARTY FUND	
Transfer to Other Funds	\$ 1,676,294
Special Payments	\$ 550,000
TOTAL FOR PGE CARTY FUND	\$ 2,226,294
TOTAL APPROPRIATIONS, All Funds...	\$ 38,286,396
NON-APPROPRIATED BUDGET REQUIREMENTS	
General Fund	\$ 2,666,207
Road Fund	1,000,000
Finley Butte Road Fund	666,515
911 Emergency Fund	192,010
Building Permit Fund	569,111
STF Vehicle	500
Heppner Building Reserve	608
Court Security	52,680
Community Corrections	<u>184,334</u>
TOTAL UNAPPROPRIATED AND RESERVE AMOUNTS, All Funds...	\$ <u>5,331,965</u>
TOTAL ADOPTED BUDGET	\$ <u><u>43,618,361</u></u>

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed at the assessed value of all taxable property within the district for the tax year 2019-2020 at the rate of \$4.1347 per \$1,000.

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Permanent Rate Tax \$4.1347/\$1,000.

Excluded from Limitation

General Obligation Bond Debt Service.....\$ 0

The above resolution statements were approved and declared adopted on June 19, 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the Morrow County Board of Commissioners (governing body) will be held on May 22, 2019 at 9:00 am at the Bartholomew Building, Upper Conference Room 110 N. Court St. Heppner, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2019 as approved by the Morrow County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Morrow County Bartholomew Building located at 110 N. Court St. Heppner, OR between the hours of 8:00 a.m. and 5:00 p.m. or online at www.co.morrow.or.us. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Katherine Knop

Telephone: (541) 676-5615

Email: kknop@morrow.or.us

FINANCIAL SUMMARY - RESOURCES

TOTAL OF ALL FUNDS	Actual Amount 2017-18	Adopted Budget This Year 2018-19	Proposed Budget Next Year 2019-20
Beginning Fund Balance/Net Working Capital	12,073,767	9,821,760	12,194,837
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	8,261,186	6,448,339	7,631,273
Federal, State and All Other Grants, Gifts, Allocations and Donations	7,457,727	7,283,753	8,152,125
Revenue from Bonds and Other Debt	-	-	-
Interfund Transfers / Internal Service Reimbursements	5,929,558	5,255,217	6,083,367
All Other Resources Except Property Taxes	863,589	338,259	428,475
Property Taxes Estimated to be Received	7,914,981	8,709,981	9,128,284
Total Resources	42,500,808	37,857,309	43,618,361

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION

Personnel Services	11,275,200	11,770,965	12,198,917
Materials and Services	7,715,193	9,252,366	8,865,688
Capital Outlay	2,748,927	4,343,608	5,344,444
Debt Service	379,994	394,000	394,000
Interfund Transfers	5,013,758	5,274,357	6,242,406
Contingencies	-	342,254	1,311,513
Special Payments	3,935,884	2,472,727	3,929,428
Unappropriated Ending Balance and Reserved for Future Expenditure	11,431,852	4,007,032	5,331,965
Total Requirements	42,500,808	37,857,309	43,618,361

FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM *

Name of Organizational Unit or Program FTE for that unit or program			
Name County Court	681,772	581,402	616,632
FTE	3	5	5
Name County Accountant	340,724	571,934	552,618
FTE	3	5	5
Name County Assessor/Tax Collector	754,024	775,422	841,164
FTE	7	7	7
Name County Treasurer	125,995	125,168	126,353
FTE	1	1	1
Name County Clerk	316,429	380,143	345,782
FTE	3	3	3
Name Veterans	80,593	108,911	108,000
FTE	1	2	2
Name Board of Equalization	1,819	2,731	2,787
FTE	-	-	-
Name Justice Court	276,901	313,300	325,135
FTE	3	3	3
Name District Attorney	398,552	412,647	449,716
FTE	3	3	3
Name Juvenile	323,794	391,953	406,953
FTE	3	3	3
Name Sheriff	4,338,192	4,424,583	4,517,471
FTE	26	31	31
Name Health	1,397,444	1,415,619	1,441,559
FTE	12	11	11
Name Planning	352,105	376,238	395,990
FTE	3	4	4
Name Emergency Management	30,248	33,022	35,303
FTE	-	-	-
Name Surveyor	29,670	39,040	39,040
FTE	-	-	-

Name Museum	11,000	11,000	11,000
FTE	-	-	-
Name Public Works Administration	66,579	689,136	571,265
FTE	-	-	-
Name Public Works General Maintenance	575,598	715,235	601,255
FTE	2	3	3
Name Solid Waste Transfer Station - North	51,686	86,975	42,845
FTE	-	-	1
Name Solid Waste Transfer Station - South	65,277	55,880	47,660
FTE	-	-	1
Name Transfers to Other Funds	1,155,488	520,900	494,000
FTE	-	-	-
Name Computer	141,715	168,000	198,930
FTE	-	-	-
Name Weed Dept.	172,600	144,755	146,813
FTE	1	1	1
Name Heritage Trail	17,483	27,588	27,695
FTE	-	-	-
Name Road Equipment Reserve	645,692	431,000	1,294,329
FTE	-	-	-
Name Road	8,118,213	7,793,828	8,467,000
FTE	21	21	21
Name Finley Buttes Trust	459,605	276,000	766,515
FTE	-	-	-
Name Commission on Children & Families	66,158	-	-
FTE	-	-	-
Name Airport	306,384	54,665	68,622
FTE	-	-	-
Name Law Library	39,118	40,383	44,327
FTE	-	-	-
Name 911 Emergency	424,093	351,893	508,900
FTE	4	5	5
Name Surveyor Preservation	234,364	215,500	235,777
FTE	-	-	-
Name CSEPP	-	-	-
FTE	-	-	-
Name Finley Buttes License Fees	1,782,785	1,479,275	1,846,939
FTE	-	-	-
Name County School	209,034	209,461	209,526
FTE	-	-	-
Name Ione School	19,597	17,484	18,587
FTE	-	-	-
Name Fair	253,184	207,396	361,452
FTE	1	1	1
Name Computer Reserve	68,934	51,885	42,565
FTE	-	-	-
Name Special Transportation	177,566	133,776	128,385
FTE	-	2	-
Name Programming Reserve	69,914	70,250	102,508
FTE	-	-	-
Name Enforcement	22,694	22,660	23,214
FTE	-	-	-
Name Video Lottery Economic Development	137,635	145,960	136,129
FTE	-	-	-
Name Victims/Witness Assistance	105,151	112,282	134,588
FTE	1	1	1
Name Willow Creek Wind Fees	121,016	30,100	105,750
FTE	-	-	-
Name CAMI Grant	17,103	31,108	41,909
FTE	-	-	-
Weed Equipment Reserve	51,314	10,225	15,380
FTE	-	-	-
Name STF Vehicle Reserve	142,796	127,975	140,353
FTE	-	-	-
Name Fair Roof Reserve	17,806	21,700	22,335
FTE	-	-	-

Name Heppner Admin. Building	436,902	394,000	394,608
FTE	-	-	-
Name Safety Committee	22,459	27,700	21,452
FTE	-	-	-
Name Bleacher Reserve	26,392	44,313	30,552
FTE	-	-	-
Name Rodeo	106,992	99,135	30,151
FTE	-	-	-
Name Justice Court Bails/Fines	602,424	538,403	588,950
FTE	-	-	-
Name Clerk's Records	17,689	19,125	20,943
FTE	-	-	-
Name DUUI Impact	27,445	27,475	28,902
FTE	-	-	-
Name Fair Improvement Reserve	5,628	15,640	20,833
FTE	-	-	-
Name Building Permit	677,463	660,984	849,111
FTE	-	-	-
Name Cutsforth Park	149,828	320,892	87,614
FTE	-	-	1
Name Anson Wright Park	55,907	92,650	60,415
FTE	-	-	1
Name ATV Park	899,603	435,273	890,423
FTE	2	2	1
Name Fairground Park			1,941
FTE	-	-	-
Name Equity	615,764	17,550	19,000
FTE	-	-	-
Name Building Reserve	248,380	268,745	774,146
FTE	-	-	-
Name Liquor Control	827	827	858
FTE	-	-	-
Name Water Planning	17,258	12,258	6,258
FTE	-	-	-
Name Forest Service Fund	60,803	61,000	62,656
FTE	-	-	-
Name Court Security	154,862	151,000	181,680
FTE	-	-	-
Name Echo Wind Fees	104,220	40,100	129,040
FTE	-	-	-
Name Shepherds Flat Fees	2,030,716	1,326,000	1,591,000
FTE	-	-	-
Name STO Operating	118,962	185,652	208,482
FTE	-	-	2
Name Community Corrections	921,596	675,395	934,305
FTE	3	3	3
Name PGE Carty	2,153,963	1,647,594	2,226,294
FTE	-	-	-
Non-Departmental / Non-Program	7,848,880	6,589,210	7,397,691
FTE	-	-	-
Total Requirements	42,500,808	37,857,309	43,618,361
Total FTE	103	115	116

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

For the upcoming 2019 - 2020 Budget Year it is anticipated that the revenue increase is relatively modest. Budgeted Property Tax increases \$418,303. The personnel costs continue to increase. The costs have risen as a result of FTE increases over the past few years, increases of contributions to County-provided health insurance benefits, cost-of-living adjustments, and contributions to the Morrow County Retirement Plan. Additional expenditures include the approval of \$400,000 in Grants to Cities; \$1,225,000 for the North-End Building project; \$500,000 in the Courthouse repair grant match; and \$8,331,000 in the Road Department fund. The Road Fund is supported by \$3,704,994 in interfund transfers. Finally, the Administration Building loan payment, in the amount of \$394,000, continues in 2019-20 lowering the principal balance to an estimated \$1,424,721

PROPERTY TAX LEVIES

	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit 4.1347 per \$1,000)	4.13470	4.13470	4.13470
Local Option Levy	-	-	-
Levy For General Obligation Bonds	-	-	-

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	-	-
Other Bonds	-	-
Other Borrowings - Capital Leases	46,887	-
Other Borrowings - Construction Loan	1,424,721	-
Total	1,471,608	-

150-504-073-2 (Rev. 11-11)

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Approve or deny renewal of contract with Helion.

2. FISCAL IMPACT:

\$49,861.00

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

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

Attach additional background documentation as needed.



Office of the County Counsel

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

Justin Nelson: County Counsel
Richard Tovey: County Counsel

June 13, 2019

TO: Board of Commissioners

FROM: Justin Nelson
Morrow County Counsel

RE: Helion Contract
Sole Source Memo

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

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

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

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

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

Justin W. Nelson
Morrow County Counsel

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

Present

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

Audience

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

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

City and Citizen Comments: No comments

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

Department Reports

Human Resources – Workers' Compensation Premium Payment Options

Karen Wolff, Human Resources Director

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

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

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

New Business

Funding Request – Heppner Chamber of Commerce

Sheryll Bates, Heppner Chamber Executive Director

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

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

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

Old Business

Bid Award – Asphalt Contractor for Miscellaneous Projects

Burke O'Brien, Public Works Director

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

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

Bombing Range Road Overlay Project

Mr. O'Brien

Kenny Delano, Ferguson Surveying & Engineering

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

Discussion ensued on the contract process and language.

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

Contracts and Orders

Personal & Professional Services Contract – Helion Software, Inc.

Mike Gorman, Assessor/Tax Collector

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Effective Date and Duration. This contract shall become effective on the date it has been signed by every party and when required, approved by the Morrow County Board of Commissioners, and once approved has an effective date starting July 1, 2019. Unless extended or earlier terminated, this contract shall expire when County has accepted Contractor's completed performance or on June 30, 2020, whichever date occurs last. However, expiration or termination shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of Contractor warranty or indemnity; or (b) any default or defect in Contractor performance that has not been cured.

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

3. Consideration.

(a) The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$49,861 payable according to Exhibit A. County will not pay Contractor any amount in excess of the not-to-exceed compensation for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

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

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

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

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

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

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

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

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

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

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

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

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

10. Default; Remedies; Termination.

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

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

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

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

- (ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) exercise of its right of setoff.

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

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

- (i) County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- (ii) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

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

(e) **Termination.**

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

- (A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;
- (B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the Work or Work Products under this Contract is prohibited or County is prohibited from paying for such Work or Work Products from the planned funding source.

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

- (A) Contractor is in default under Section 10a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Contractor is in default under Section 10a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

diligently pursue performance of its obligations under this Contract.

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

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

IT IS SO AGREED:

_____	_____		<u>6-7-2019</u>
Morrow County	Date	Murray Giesbrecht Helion Software, Inc.	Date

Exhibit A: Statement of Work

STATEMENT OF WORK, COMPENSATION PAYMENT TERMS and SCHEDULE

Section 1. Contractor's Services

Contractor's services are divided into TWO parts:

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

Part 2 – Discretionary Support Hours for a maximum of 0 hours (at \$135.00/hour) of offsite/onsite staff for ORCATS support and program development for Morrow.

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

Work will be billed monthly.

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

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

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

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

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

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

Section 2. Service Level Agreement

1. Supported Software and Maintenance

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

- Helion Start Menu
- Deployer
- Account Manager
- Real Value Voucher
- Ratio Study
- Real Land Schedules
- Real Sales
- Trend Finder
- Real Librarian
- Real Value Indexes
- Real Value Recalc
- MS Ledger Voucher
- Personal Vouchers
- Utility Ledger Voucher
- Utility Values
- Utility Input
- Address Parser
- Appraisal Maintenance
- Appraisal Reports
- Assessor Reports
- Name Parser
- Lookup Table Maintenance
- Name Parser
- Property Query
- Web Property Query
- Custom Query
- Image Processing
- ORCATS Integration Services
- File Service
- Data Exchange
- Interested Party
- Lender Code Maintenance
- Tax Notation Maintenance
- Tax Receipts
- Tax Reports
- Tax Voucher
- Turnover Distribution
- Tax Receipt Image Loader

Tax Balance Service
Prepaid Tax Processing
Tax Rate Calculation
Tax Amount Calculation
Tax District Adjustments
Tax Statements
Assessment and Tax Database Views

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

The corrective services provided by Helion may include:

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

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

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

2.00 Database Maintenance

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

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

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

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

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

3.00 Response Times and System Access

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

3.02 County shall notify Helion, either by telephone or in writing or email, of any

deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the County designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the County. Helion will provide the County with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The County shall designate authorized callers (who may change from time to time) for access to the telephone support.

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

- The situation giving rise to the question is reproducible or a documented history

of the same event has been provided;

- The hardware and client workstation operating systems meet minimum Helion requirements as published and distributed with each ORCATS version update;
- County designated representatives will submit all questions to Helion;
- County designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
- The full system, including software and hardware, is available to the County representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
- The County representative will follow the instructions and suggestions of Helion's support personnel, using the full system.

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

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

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

5.00 Services NOT Covered by Helion Under Part 1

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

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

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

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

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

- A&T View Access Database

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

Section 3 Schedule and Payment Terms

1. **Effective Date and Duration:** Contractor's services will begin on July 1, 2019. Unless earlier terminated or extended, this contract shall expire on June 30, 2020 or when Contractor's completed performance has been accepted by County. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.
2. **Compensation by the County:** Payment for all work performed under this contract shall be made as set forth below from available and authorized County funds, and shall not exceed the maximum sum of \$49,861 for Part 1 and \$0 for Part 2, \$49,861 in Total. Travel and other expenses of the Contractor shall not be reimbursed by County unless specifically provided herein as a supplementary condition.
 1. Interim payments shall be made to Contractor following County's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
 2. Contractor shall not submit billings for, and County will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify County's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
 3. Contractor shall submit a separate monthly billing for Part 1. Billing for Part 1 will be for 1/12th of the contract total for Part 1. Billing for Part 2 will be based upon projects identified. Projects done as "not to exceed" quotes and requirement development will be billed monthly as they occur. Contractor will bill monthly for other Part 2 hours as they occur. Payment structure may be adjusted with advance consent of County and Contractor. Billings shall be sent to the supervising representative.

STATUTORY PUBLIC CONTRACT PROVISIONS

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

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

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

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

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

Exhibit C: INSURANCE

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

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

2. Professional Liability Insurance:

is not required.

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

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

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

3. General Liability Insurance:

is not required.

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

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

for each claim, incident or occurrence.

4. Automobile Liability Insurance:

is not required.

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

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

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

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

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

REVISED 11/2007



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

(For BOC Use)
Item #
5

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

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 6/19/2019

R-2019-12 Parks Supplemental Budget Resolution for FY 2018-19

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] 6/17/19 Department Director Required for all BOC meetings
[Signature] 6/17/19 Administrator Required for all BOC meetings
County Council *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

The public hearing notice, published in the Gazette Times, on June 12, 2019 proposes a supplemental budget increase for the Parks Fund, in the amount of \$181,000, for the fiscal year July 1, 2018 to June 30, 2019.

The supplemental budget would authorize an increase in the Parks, Beginning Fund and Charges for Services, Materials & services, and Capital Outlay. The Beginning Fund Balance was higher than estimated due to unspent appropriations in fiscal year 2017-18 and Charges in Services revenue higher than anticipated. The increase in expenditures include Materials & Services to support a fire at the OHV Park and completion of a Capital Outlay fixes asset in Cutsforth Park.

2. FISCAL IMPACT:

The revised supplemental budget proposal for Morrow County, Parks Fund, for the fiscal year July 1, 2018 to June 30, 2019 will increase the appropriations by \$181,000 for a total of 38,780,392.

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

Motion to approve the Parks Fund Supplemental Budget Resolution, R-2019-12, in the amount of \$181,000. The revised total adopted budget is \$38,780,392.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2019-12
 YEAR BEGINNING JULY 1, 2018)

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2018, for the following purposes:

	Current Appropriations	Increase (Decrease)	Amended Budget
<u>PARK FUND</u>			
Cutsforth Dept.	\$ 84,253	\$ 21,000	\$ 105,253
Anson Wright Dept.	\$ 58,953	\$ 10,000	\$ 68,953
ATV Park Dept.	\$ 587,736	\$ 150,000	\$ 737,736
Total Increase/(Decrease) Park Fund	\$ 730,942	\$ 181,000	\$ 911,942
	Total APPROPRIATIONS, All Funds \$ 34,773,360		
	Total Unappropriation and Reserve Amounts, All Funds \$ 4,007,032		
	TOTAL ADOPTED BUDGET \$ 38,780,392		

Dated this 12th day of June, 2019.

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

 Jim Doherty, Chair

 Melissa Lindsay, Commissioner

 Don Russell, Commissioner

Approved as to Form:

 Morrow County Counsel

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for Morrow County, Oregon for the fiscal year July 1, 2018 to June 30, 2019, will be held at the Port of Morrow Building, 2 Marine Drive, Boardman, OR 97818.

The hearing will take place on June 19, 2019 at 9:00 AM AM
 PM.

The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after June 12, 2019 at

Morrow Co. Finance Department 110 N. Court St. Heppner, OR, between the hours of 8:00 AM AM PM and 5:00 PM AM PM

SUMMARY OF SUPPLEMENTAL BUDGET

FUND:	Park Fund			
Resource	Amount	Expenditure	Amount	
1 Beginning Fund	\$47,000	1 Materials & Services	\$179,900	
1 Charges for Services	\$134,000	2 Capital Outlay	\$1,100	
Revised Total Resources	\$1,029,815	Revised Total Requirements	\$1,029,815	

Comments:

The supplemental budget would authorize an increase in the Parks Beginning Fund Balance and Charges for Services, Materials & Services, and Capital Outlay. The Beginning Fund Balance was higher than estimated due to unspent appropriations in 2017-18 and Charges in Services revenue is higher than anticipated. The increase in expenditures include material & services to support a fire at the OHV Park and completion of a Capital Outlay fixed asset at Cutsforth Park.

Total APPROPRIATIONS, All Funds	\$ 34,773,360
Total Unappropriation and Reserve Amounts, All Funds	\$ 4,007,032
TOTAL ADOPTED BUDGET	\$ 38,780,392

PACKET: 00128-Bdgt R-2019-12 Parks

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000284							
238 300-3-40-3440	6/19/2019	Bdgt R-2019-12 Park	70,000.00	0.00	0.00	70,000.00-	598.70-
THINNING PROJECT							
238 300-3-40-4312	6/19/2019	Bdgt R-2019-12 Park	30,000.00	40,000.00-	0.00	70,000.00-	99.73
CAMPING FEES							
238 300-3-40-4326	6/19/2019	Bdgt R-2019-12 Park	13,000.00	10,000.00-	0.00	23,000.00-	191.80-
CABIN RENTAL							
238 300-5-20-2505	6/19/2019	Bdgt R-2019-12 Park	120,000.00	28,175.00	0.00	148,175.00	59,511.00
CONTRACT SERVICES OTHER							
238 300-5-20-2251	6/19/2019	Bdgt R-2019-12 Park	9,000.00	5,000.00	0.00	14,000.00	675.35
GASOLINE							
238 300-5-20-2255	6/19/2019	Bdgt R-2019-12 Park	3,000.00	7,500.00	0.00	10,500.00	797.51
PROPANE							
238 300-5-20-2353	6/19/2019	Bdgt R-2019-12 Park	9,000.00	10,000.00	0.00	19,000.00	1,401.79
EQUIPMENT REPAIR							
238 300-5-20-2375	6/19/2019	Bdgt R-2019-12 Park	9,000.00	2,000.00	0.00	11,000.00	276.87
MISC SUPPLIES							
238 100-3-01-0102	6/19/2019	Bdgt R-2019-12 Park	37,000.00	220,000.00-	0.00	267,000.00-	267,000.00-
BEGINNING FUND BALANCE-BUD							
238 200-3-40-4312	6/19/2019	Bdgt R-2019-12 Park	21,000.00	25,000.00-	0.00	46,000.00-	512.00-
CAMPING FEES							
238 200-5-10-1305	6/19/2019	Bdgt R-2019-12 Park	5,000.00	2,269.00	0.00	7,269.00	104.93
MEDICAL INSURANCE							
238 200-5-20-3140	6/19/2019	Bdgt R-2019-12 Park	3,000.00	2,000.00	0.00	5,000.00	1,623.59
MISC PROFESSIONAL SERVICES							
238 200-5-20-3230	6/19/2019	Bdgt R-2019-12 Park	2,000.00	500.00	0.00	2,500.00	819.23
ADVERTISING							
238 200-5-40-4108	6/19/2019	Bdgt R-2019-12 Park	1,100.00	0.00	0.00	1,100.00	90.50
IMPROVEMENTS							
238 200-5-20-2492	6/19/2019	Bdgt R-2019-12 Park	900.00	800.00	0.00	1,700.00	733.56
OREGON LODGING TAX							
238 200-5-20-2510	6/19/2019	Bdgt R-2019-12 Park	3,000.00	1,500.00	0.00	4,500.00	2,393.61
RESERVATION PROC. FEE							
238 200-5-20-3814	6/19/2019	Bdgt R-2019-12 Park	3,000.00	0.00	0.00	3,000.00	1,439.17
CONCESSIONS							

PACKET: 00128-Bdgt R-2019-12 Parks

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000284							
238 200-5-20-3815	6/19/2019	Bdgt R-2019-12 Park SANITARY SERVICES	3,000.00	1,000.00	0.00	4,000.00	1,651.90
238 100-3-01-0102	6/19/2019	Bdgt R-2019-12 Park BEGINNING FUND BALANCE-BUD	10,000.00	220,000.00-	0.00	267,000.00-	267,000.00-
238 238-5-20-2255	6/19/2019	Bdgt R-2019-12 Park PROPANE	2,000.00	500.00	0.00	2,500.00	867.91
238 238-5-20-3140	6/19/2019	Bdgt R-2019-12 Park PROFESSIONAL SVCS	3,000.00	500.00	0.00	3,500.00	1,213.45
238 238-5-20-3230	6/19/2019	Bdgt R-2019-12 Park ADVERTISING	3,000.00	500.00	0.00	3,500.00	1,988.25
238 238-5-20-3817	6/19/2019	Bdgt R-2019-12 Park REFUNDS	2,000.00	1,000.00	0.00	3,000.00	633.30
TOTAL NO. ADJUSTMENTS--REVENUE:						6	181,000.00
TOTAL NO. ADJUSTMENTS--EXPENSE:						17	181,000.00
TOTAL IN PACKET--							<u>362,000.00</u>

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The original public hearing notice, published in the Gazette Times, on June 12, 2019 reflected a total adopted budget in the amount of \$39,797,392. The following changes have been made since the public notice:

1. Increase in Airport Fund "Materials & Services" and "Capital Outlay" in the amount of \$73,000 to complete the Fuel Service Upgrade and Tarmac capital outlay projects not finished in fiscal year 2017-2018.

A revised supplemental budget proposal for Morrow County , for the fiscal year July 1, 2018 to June 30, 2019 will increase the total appropriations by \$1,090,000 for a total of \$39,870,392.

The increase in appropriations is partly due to the Airport Fund projects scheduled for completion in the prior fiscal year 2017-19. The supplemental budget increase include \$73,000 for Materials & Services and Capital Outlay appropriations needed to complete the Fuel Service Upgrade and Tarmac projects.

The County School Fund and Lone Fund require an increase in appropriations to authorize tax turnover dollars for additional property tax, federal forest fee revenue and utilities in lieu of taxed revenues received in excess of the original budget.

The Willow Creek Wind Fees Fund, Shepherds Flat Fees Fund, and PGE - Carty Fund require an increase in appropriations in Materials & Services and Other Requirements for the pass-thru of the Community Services Fees and Additional Fees received in excess of the original budget.

2. FISCAL IMPACT:

The revised supplemental budget proposal for Morrow County, for the fiscal year July 1, 2018 to June 30, 2019 will increase the appropriations by \$1,090,000 for a total of 39,870,392.

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

Motion to approve the Supplemental Budget Resolution, R-2019-14, in the amount of \$1,090,000. The revised total adopted budget is \$39,870,392.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2019-14
 YEAR BEGINNING JULY 1, 2018)

BE IT RESOLVED that the Morrow County Board of Commissioners hereby adopts the Supplemental Budget for the fiscal year beginning July 1, 2018. Which is required in order to expend additional resources, create additional appropriation authority and,

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2018, for the following purposes:

	Current Appropriations	Increase (Decrease)	Amended Budget
<u>AIRPORT FUND</u>			
Materials & Services	\$ 38,665	\$ 13,000	\$ 51,665
Contingency	\$ 16,000	\$ 60,000	\$ 76,000
Total Increase/(Decrease) Airport Fund	\$ 54,665	\$ 73,000	\$ 127,665
<u>COUNTY SCHOOL FUND</u>			
Special Payments	\$ 209,461	\$ 33,000	\$ 242,461
Total Increase/(Decrease) County School Fund	\$ 209,461	\$ 33,000	\$ 242,461
<u>IONE SCHOOL FUND</u>			
Special Payments	\$ 17,484	\$ 5,000	\$ 22,484
Total Increase/(Decrease) Ione School Fund	\$ 17,484	\$ 5,000	\$ 22,484
<u>WILLOW CREEK WIND FEES</u>			
Other Requirements	\$ 30,100	\$ 89,000	\$ 119,100
Total Increase/(Decrease) Willow Creek Fund	\$ 30,100	\$ 89,000	\$ 119,100
<u>SHEPHERDS FLAT FEES</u>			
Materials & Services	\$ 1,326,000	\$ 390,000	\$ 1,716,000
Total Increase/(Decrease) Shepherds Flat Fund	\$ 1,326,000	\$ 390,000	\$ 1,716,000
<u>PGE - Carty</u>			
Other Requirements	\$ 1,647,594	\$ 500,000	\$ 2,147,594
Total Increase/(Decrease) Park Fund	\$ 1,647,594	\$ 500,000	\$ 2,147,594
Total Increase/(Decrease) Justice Court Bails &	\$ 3,285,304	\$ 1,090,000	\$ 4,375,304
Total APPROPRIATIONS, All Funds			\$ 35,863,360
Total Unappropriation and Reserve Amounts, All Funds			\$ 4,007,032
TOTAL ADOPTED BUDGET			\$ 39,870,392

Dated this 19th day of June, 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for Morrow County, Oregon for the fiscal year July 1, 2018 to June 30, 2019, will be held at the Port of Morrow Building, 2 Marine Drive, Boardman, OR 97818.

The hearing will take place on June 19, 2019 at 9:00 AM AM
 PM.
 The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after June 12, 2019 at

Morrow Co. Finance Department 110 N. Court St. Heppner, OR, between the hours of 8:00 AM AM and 5:00 PM PM

SUMMARY OF SUPPLEMENTAL BUDGET

FUND:	Airport Fund			
Resource	Amount		Expenditure	Amount
1 Grant Revenue	\$73,000		1 Materials & Services	\$13,000
			2 Capital Outlay	\$60,000
Revised Total Resources	\$127,665		Revised Total Requirements	\$127,665

Comments:
 Authorize an increase in materials & services and capital outlay with an increase in grant revenue to complete the Fuel Service Upgrade and Tarmack capital outlay project not finished in fiscal year 2017-2018 by \$73,000.

FUND:	County School Fund			
Resource	Amount		Expenditure	Amount
1 Property Taxes	\$1,000		1 Other Requirements	\$33,000
2 Grant Revenue	\$32,000		2	
3 Investment Earnings	\$0		3	
Revised Total Resources	\$242,461		Revised Total Requirements	\$242,461

Comments:
 Authorizes tax turnover expenditures in the county school fund \$33,000 from additional property tax, federal forest fee revenue and utilities in lieu of tax revenues received in excess of original budget. Increase other requirements tax turnover by \$33,000 to a new total of \$242,461.

FUND:	Ione School Fund			
Resource	Amount		Expenditure	Amount
1 Property Taxes	\$500		1 Other Requirements	\$5,000
2 Grant Revenue	\$4,500			
3 Investment Earnings	\$0			
Revised Total Resources	\$22,484		Revised Total Requirements	\$22,484

Comments:
 Authorizes tax turnover expenditures in the Ione school fund \$5,000 from additional property taxes, federal forest fee and other revenue, received in excess of the originally budgeted amounts. Increase other requirements tax turnover by \$5,000 to a new total of \$22,484.

FUND:	Willow Creek Wind Fees			
Resource	Amount		Expenditure	Amount
1 Charges for Services	\$89,000		1 Other Requirements	\$89,000
3 Investment Earnings				
Revised Total Resources	\$119,100		Revised Total Requirements	\$119,100

Comments:
 Authorizes additional expenditures in the Willow Creek Fund for service and additional fees in the amount of \$89,000 received from charges for services and other revenue received in excess of the originally budgeted amounts. Increase other requirements revenue turnover by \$89,000 to a new total of \$119,100.

FUND:	Shepherds Flat Fees			
Resource	Amount		Expenditure	Amount
1 Charges for Services	\$390,000		1 Materials & Services	\$390,000
3 Investment Earnings				
Revised Total Resources	\$1,716,000		Revised Total Requirements	\$1,716,000

Comments:
 Authorizes additional materials & services expenditures in the Shepherds Flat Fund for the distribution of the community service fees in the amount of \$390,000. Revenue received in excess of the originally budgeted amounts. Increase materials & services by \$390,000 to a new total of \$1,716,000.

FUND:	PGE - Carty			
Resource	Amount		Expenditure	Amount
1 Charges for Services	\$500,000		1 Other Requirements	\$500,000
3 Investment Earnings				
Revised Total Resources	\$2,147,594		Revised Total Requirements	\$2,147,594

Comments:
 Authorizes additional other requirements expenditures in the PGE - Carty Fund for the distribution of the community service fees in the amount of \$500,000. Revenue received in excess of the originally budgeted amounts. Increase other requirements by \$500,000 to a new total of \$2,147,594.

Total APPROPRIATIONS, All Funds **\$ 35,863,360**
 Total Unappropriation and Reserve Amounts, All Funds **\$ 4,007,032**
TOTAL ADOPTED BUDGET \$ 39,870,392

PACKET: 00129-Bdgt R-2019-14 Supp Budget

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000285							
205 250-3-30-3618	6/19/2019	Bbgt R-2019-14 Supp FAM GRANT DEPT: AIRPORT	73,000.00	0.00	0.00	73,000.00-	236,231.80
205 250-5-20-2210	6/19/2019	Bbgt R-2019-14 Supp AWOS MAINTENANCE DEPT: AIRPORT	3,000.00	1,000.00	0.00	4,000.00	500.00
205 250-5-20-3240	6/19/2019	Bbgt R-2019-14 Supp AWOS PHONE DEPT: AIRPORT	1,000.00	1,200.00	0.00	2,200.00	912.43
205 250-5-20-3815	6/19/2019	Bbgt R-2019-14 Supp AVIATION FUEL DEPT: AIRPORT	9,000.00	20,565.00	0.00	29,565.00	663.20
205 250-5-40-4309	6/19/2019	Bbgt R-2019-14 Supp TARMACK DEPT: AIRPORT	40,000.00	0.00	0.00	40,000.00	3,889.30
205 250-5-40-4310	6/19/2019	Bbgt R-2019-14 Supp FUEL SERVICE UPGRADE DEPT: AIRPORT	20,000.00	16,000.00	0.00	36,000.00	2,241.62
211 270-3-10-9002	6/19/2019	Bbgt R-2019-14 Supp TAXES NECESSARY TO BAL BU DEPT: COUNTY SCHOOL FUND	1,000.00	25,461.00-	0.00	26,461.00-	31.06-
211 270-3-30-3231	6/19/2019	Bbgt R-2019-14 Supp FEDERAL FOREST FEES 25% DEPT: COUNTY SCHOOL FUND	32,000.00	9,800.00-	0.00	41,800.00-	1,055.20-
211 270-5-50-5131	6/19/2019	Bbgt R-2019-14 Supp TAX TURNOVER DEPT: COUNTY SCHOOL FUND	33,000.00	209,461.00	0.00	242,461.00	229.10
212 280-3-10-9002	6/19/2019	Bbgt R-2019-14 Supp TAXES NECESSARY TO BAL DEPT: IONE SCHOOL FUND	500.00	2,479.00-	0.00	2,979.00-	405.81-
212 280-3-30-3231	6/19/2019	Bbgt R-2019-14 Supp FEDERAL FOREST FEES DEPT: IONE SCHOOL FUND	4,500.00	700.00-	0.00	5,200.00-	1,536.82-
212 280-5-50-5131	6/19/2019	Bbgt R-2019-14 Supp TAX TURNOVER DEPT: IONE SCHOOL FUND	5,000.00	17,484.00	0.00	22,484.00	503.90
222 100-3-40-4431	6/19/2019	Bbgt R-2019-14 Supp WILLOW CR-COMM SERV FEE DEPT: NON-DEPARTMENTAL	85,000.00	30,000.00-	0.00	115,000.00-	1,034.02-

PACKET: 00129-Bdgt R-2019-14 Supp Budget

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000285							
222 100-3-40-4432	6/19/2019	Bbgt R-2019-14 Supp WILLOW CR-ADDL FEES DEPT: NON-DEPARTMENTAL	4,000.00	0.00	0.00	4,000.00-	990.39
222 100-5-50-5231	6/19/2019	Bbgt R-2019-14 Supp WILLOW CR-COMM S FEE DISTR. DEPT: NON-DEPARTMENTAL	83,000.00	0.00	0.00	83,000.00	1,627.37
222 100-5-50-5232	6/19/2019	Bbgt R-2019-14 Supp WILLOW CR-ADDL FEES DISTR. DEPT: NON-DEPARTMENTAL	6,000.00	0.00	0.00	6,000.00	2,160.00
501 501-3-40-4441	6/19/2019	Bbgt R-2019-14 Supp SHEPHERDS FLT-COMM SERV FE DEPT: SHEPHERDS FLAT FEES	365,000.00	135,000.00-	0.00	500,000.00-	0.00
501 501-3-40-4445	6/19/2019	Bbgt R-2019-14 Supp ADDITIONAL MONIES DEPT: SHEPHERDS FLAT FEES	25,000.00	1,190,000.00-	0.00	1,215,000.00-	5,028.81
501 501-5-20-5241	6/19/2019	Bbgt R-2019-14 Supp SHEPHERDS FLT-COMM S FEE DIST DEPT: SHEPHERDS FLAT FEES	390,000.00	0.00	0.00	390,000.00	9,704.32
521 521-3-40-4445	6/19/2019	Bbgt R-2019-14 Supp ADDITIONAL MONIES DEPT: PGE - CARTY	500,000.00	0.00	0.00	500,000.00-	1,147,194.00
521 521-5-50-5242	6/19/2019	Bbgt R-2019-14 Supp LONG TERM GOALS DEPT: PGE - CARTY PACKET NOTES:	500,000.00	0.00	0.00	500,000.00	0.00
TOTAL NO. ADJUSTMENTS--REVENUE:					10	1,090,000.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					11	1,090,000.00	
TOTAL IN PACKET--						<u>2,180,000.00</u>	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

Roberta Lutcher

From: Steve Cherry <Steve.P.Cherry@state.or.us>
Sent: Monday, June 17, 2019 8:56 AM
To: Roberta Lutcher: ;

y

Cc: Collins, Tim -FS; Houck, Brandon J -FS
Subject: RE: Next Wolf Committee Meeting
Attachments: Heppner_AKWA_190614.pdf

STOP and VERIFY - This message came from outside of Morrow County Government.

I wanted to reach out to all of you to let you know that ODFW is going to be formalizing an Area of Known Wolf Activity (AKWA) in the Heppner unit in response to the increased wolf activity I discussed with you in February and what appears to still be some wolf activity in May. We received two trail camera pictures from different individuals in the past week that show two different wolves in the area. ODFW continues to have cameras out in the areas but we have not picked up any activity since the first of April. One of the trail camera pictures appears to be one of the collared wolves that we were getting pictures of last winter. As I told you at our meeting in February neither of the collared wolves that we got pictures of have collars that are functioning so we are unable to monitor their movements. The map which is attached shows the AKWA we are posting and is not too much different from the AKWA that was posted last year for the wintering wolves in the Gurdane area. At this point in time we still know very little about these wolves and whether they are breeding or if they are just continuing to use the area until they find a suitable mate. However we felt that since we continue to show some use in the area that we should notify everyone so that producers are aware of what we know and can take any appropriate non-lethal measures they feel appropriate. Please feel free to call me if you have any questions or concerns. I will be reaching out to the Forest Service and the local producers to let them know that we have placed this AKWA in this area and to let them know what we know about the current wolf activity. If things change or if we get more information through the summer I will keep the committee updated. Thanks

Steve

From: Roberta Lutcher <rlutcher@co.morrow.or.us>
Sent: Wednesday, May 15, 2019 1:05 PM
To: Al Scott (agolfer60@gmail.com) <agolfer60@gmail.com>; Bob Mahoney <cowboysandangels@hughes.net>; Cameron Sweeney (cam.sweeney@etsprayers.com) <cam.sweeney@etsprayers.com>; Chris Lulay - U.S. Dept. of Ag APHIS (christopher.l.lulay@aphis.usda.gov) <christopher.l.lulay@aphis.usda.gov>; Chris Schachtschneider (chris.schacht@oregonstate.edu) <chris.schacht@oregonstate.edu>; Dean Robinson <rflorene@hotmail.com>; Jim Doherty <jdoherty@co.morrow.or.us>; John Bowles <jbowles@co.morrow.or.us>; John Gould <john.r.gould@lesschwab.com>; Leann Rea (lnjrea@centurylink.net) <lnjrea@centurylink.net>; 'Paul Hisler' <hislerranch@yahoo.com>; 'Steve Cherry' <steve.p.cherry@state.or.us>
Subject: Next Wolf Committee Meeting

Hello,

The next Wolf Committee meeting was scheduled for May 21st, however, Chair Robinson and Commissioner Doherty agreed that meeting can be cancelled. The next meeting will be October

15th, unless a deprecation occurs. Please let me know if you have any questions or concerns and I will pass them on to Chair Robinson and Commissioner Doherty.

Thank you,

Roberta Lutcher
Executive Assistant
Morrow County Board of Commissioners
541-676-5613 (5303)
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: rlutcher@co.morrow.or.us





Area of Known Wolf Activity Heppner Wolves

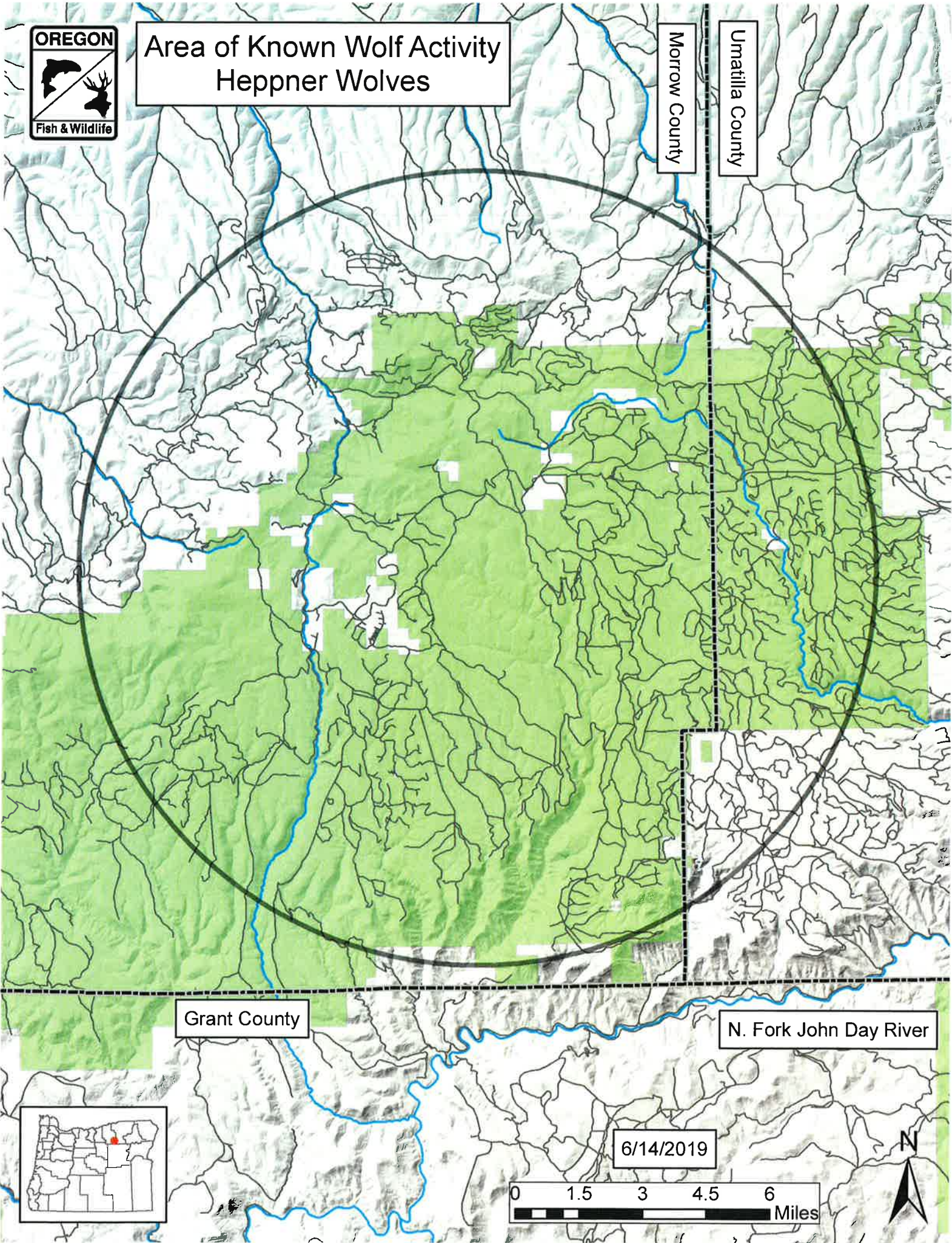
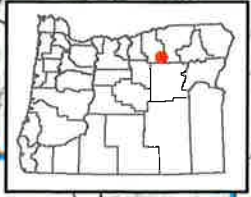
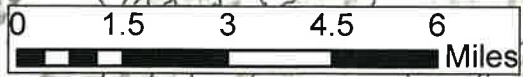
Morrow County

Umatilla County

Grant County

N. Fork John Day River

6/14/2019



IMPACTS

A grant program of the Behavioral Health Justice Reinvestment Initiative

Oregon is facing significant challenges to its behavioral health system, which, in turn, impact the state’s criminal justice system. The state has one of the highest rates in the nation of people with mental illnesses and substance addictions, and the death rates from drug overdoses and suicides are growing. The Oregon State Hospital is currently unable to keep up with referrals. At the same time, a few thousand people with mental illnesses and substance addictions are cycling through Oregon county jails, courts, and emergency departments, resulting in millions of dollars in local and state expenditures, often with little benefit for either the people suffering from these conditions or their communities.

IMPACTS (Improving People’s Access to Community-Based Treatment, Support and Services) grant program was developed to reduce recidivism and improve health outcomes for this small but important group of people who repeatedly cycle through Oregon’s county jails and emergency rooms, costing local communities and the state millions of dollars.

The grant program is designed to support counties and tribal nations in developing a stronger community-based continuum of care for people with serious mental illnesses and substance addictions, as well as reduce the public health and public safety impacts of this population. Local, regional, and/or tribal nations will demonstrate meaningful financial contributions to the program and work with the Oregon Criminal Justice Commission and Oregon Health Authority to expand and sustain community-based supports and services. The grant program will also track outcomes for people being served with IMPACTS funding to ensure that state and local investments are reducing jail and hospital use for this population.

IMPACTS will serve people who are high utilizers of county jail and emergency department resources in locations across the state, with the goal of reducing pressure on law enforcement officials and criminal justice resources while making meaningful improvements in people’s lives.

We Support IMPACTS, a grant program of the Behavioral Health Justice Reinvestment Initiative

- Association of Oregon Community Mental Health Programs
- Bay Area First Step, Inc.
- Disability Rights Oregon
- District Attorney Kevin Barton, Washington County
- FolkTime
- Mental Health & Addiction Association of Oregon
- Morrow County Board of Commissioners
- Oregon Association Chiefs of Police
- Oregon Association of Community Corrections Directors
- Oregon Association of Counties
- Oregon Association of Hospitals and Health Systems
- Oregon Council For Behavioral Health
- Oregon Criminal Defense Lawyers Association
- Oregon Judiciary Department
- Oregon State Sheriffs' Association
- Oregon District Attorneys Association
- Partnerships for Safety and Justice
- Sponsor’s Inc.
- Volunteers of America - Oregon

