

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, January 3, 2018 at 9:00 a.m.**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, OR**

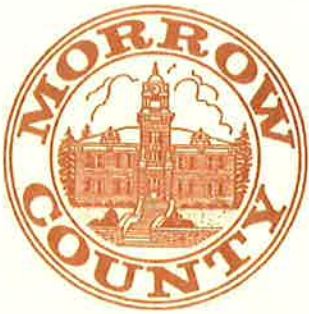
- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City and Citizen Comments** – This is the time provided for individuals seeking to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 4. Consent Calendar**
  - a. Accounts Payable dated January 4<sup>th</sup>;
  - b.
  - c.
  - d.
  - e.
- 5. Department Reports**
  - a. Treasurer’s Monthly Report (Gayle Gutierrez, Treasurer)
- 6. Business Items**
  - a. Resolution No. R-2017-01 Establishing the Rotating Cycle of Chairmanship and Vice Chairmanship (Darrell Green, County Administrator)
  - b. Reinstatement of Crow Agreement pursuant to ORS 192-680(1) (Darrell Green, County Administrator)
  - c. Crow Engineering Scope of Work (Darrell Green, County Administrator)
  - d. Emergency Management Performance Grant (Undersheriff John Bowles)
  - e. Alert Sense, Inc Master Service Agreement (Undersheriff John Bowles)
  - f. Letter of Support for Funding of the CARE Program (Chair Don Russell)
- 7. 10:00 a.m. – Public Hearing**
  - a. Reduced Redemption – Assessor’s Office
  - b. **Department Reports, continued**
  - c. Administrator’s Monthly Report (Darrell J. Green, County Administrator)
  - d. Fair Office Quarterly Report (Ann Jones, Fair Secretary)
  - e. County Counsel/District Attorney Office Quarterly Report (Justin Nelson, D.A.)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Adjournment**

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

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

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

Item #5a



100 Court Street  
P.O. Box 37  
Heppner, Oregon 97836  
**Phone: 541-676-5630 • Fax: 541-676-5631**  
E-mail: ggutierrez@co.morrow.or.us

## TREASURER

**Gayle L. Gutierrez**

January 3, 2018

To: Morrow County Board of Commissioners  
From: Gayle L. Gutierrez, Morrow County Treasurer  
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 1.55%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

Outstanding checks as of October 31, 2017 total is \$1,080,140.63.

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: NOVEMBER 30TH, 2017

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	4,465,714.43	5,887,257.55	10,352,971.98
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,270.47	18.93	17,289.40
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	256,979.80	281.67	257,261.47
202-100-1-10-1500		ROAD FC W/TREASURER	433,761.51	428,868.77	862,630.28
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	45,156.67	60,779.43	105,936.10
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	158,771.03 (	126,037.17)	32,733.86
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	36,814.64 (	405.57)	36,409.07
207-100-1-10-1500		911 FC W/TREASURER	136,645.30 (	21,813.57)	114,831.73
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	194,969.06	1,250.36	196,219.42
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	147,463.67	243,914.87	391,378.54
211-100-1-10-1500		MCSD CO SCHOOL FC W/TREAS	1,589.16 (	1,129.65)	459.51
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	154.65 (	109.92)	44.73
214-100-1-10-1500		FAIR FC W/TREASURER	46,316.79	55,748.93	102,065.72
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	53,369.78	58.50	53,428.28
216-100-1-10-1500		STF FC W/TREASURER	26,593.25 (	7,980.70)	18,612.55
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	54,128.73	59.33	54,188.06
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	22,417.71	24.57	22,442.28
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	38,892.21	18,746.71	57,638.92
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	( 958.29)	35,702.21	34,743.92
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	221.29	75,173.32	75,394.61
223-100-1-10-1500		CAMI GRANT FC W/TREAS	22,261.32 (	2,799.41)	19,461.91
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	5,049.71	5.53	5,055.24
225-100-1-10-1500		STF VEHICLE FC W/TREAS	137,083.94	2,991.57	140,075.51
226-100-1-10-1500		FAIR ROOF FC W/TREAS	17,589.25	19.28	17,608.53
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	48,433.49	53.09	48,486.58
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	14,823.40	6,383.26	21,206.66
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	26,070.28	28.58	26,098.86
230-100-1-10-1500		RODEO FC W/TREAS	35,805.58	39.25	35,844.83
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	69,924.11 (	11,561.21)	58,362.90
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	16,360.81	162.01	16,522.82
234-100-1-10-1500		DUII IMPACT FC W/TREAS	26,221.56	28.74	26,250.30
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	5,560.16	6.09	5,566.25
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	541,932.10	594.00	542,526.10
238-100-1-10-1500		PARK FC W/TREAS	276,906.57 (	69,551.63)	207,354.94
240-100-1-10-1500		EQUITY FC W/TREAS	184,000.15	201.68	184,201.83
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	192,608.32 (	1,851.21)	190,757.11
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	817.38	0.90	818.28
245-100-1-10-1500		WPF FC W/TREASURER	12,257.73	0.00	12,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	60,128.15	65.91	60,194.06
322-100-1-10-1500		COURT SECURITY FC W/TREAS	143,366.13	273.87	143,640.00
500-100-1-10-1500		ECHO WINDS FC W/TREAS	479.13	41,053.07	41,532.20
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	299,354.90	328.12	299,683.02
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	35,044.19 (	192.19)	34,852.00
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	10,687.55	11.71	10,699.26
510-100-1-10-1500		P & P FC W/TREAS	151,712.54 (	34,700.69)	117,011.85
514-100-1-10-1500		IONE SD B & I FC W/TREAS	12,666.21	9.64	12,675.85

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: NOVEMBER 30TH, 2017

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	3,406.88	( 2,409.15)	997.73
516-100-1-10-1500		RADIO DIST FC W/TREAS	21,224.09	140.34	21,364.43
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	2,910.59	( 2,053.41)	857.18
521-100-1-10-1500		PGE CARTY FC W/TREAS	0.00	150,206.43	150,206.43
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	112,828.59	37,990.25	150,818.84
618-100-1-10-1500		IRRIGON SEWER FC W/TREAS	0.00	0.00	0.00
619-100-1-10-1500		WEST EXTENSION FC W/TREAS	0.00	0.00	0.00
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.01	0.00	0.01
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	27,505.47	( 19,485.63)	8,019.84
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.52	( 0.26)	0.26
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	14,370.31	( 10,037.00)	4,333.31
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	2,983.63	11,002.89	13,986.52
625-100-1-10-1500		BOARDMAN PARK & REC B & I	0.00	0.00	0.00
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	360.22	( 254.61)	105.61
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,027.99	14.81	3,042.80
629-100-1-10-1500		PORT OF MORROW B & I FC W/TREA	0.00	0.00	0.00
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	10,503.34	2,526.89	13,030.23
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	119,261.17	( 84,396.67)	34,864.50
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	25,415.34	( 17,983.04)	7,432.30
633-100-1-10-1500		CITY OF IONE FC W/TREAS	4,028.53	( 2,850.68)	1,177.85
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	12,425.87	( 8,671.52)	3,754.35
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	2,408.63	( 1,704.98)	703.65
636-100-1-10-1500		BOARDMAN RFPD FC W/TREAS	68,619.54	33,630.09	102,249.63
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	3,865.23	( 2,735.36)	1,129.87
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	7,227.75	( 5,087.15)	2,140.60
640-100-1-10-1500		IONE RFPD FC W/TREAS	422,169.63	127,596.51	549,766.14
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	8.66	98.50	107.16
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	1,576.03	( 1,114.19)	461.84
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	3,252.63	( 2,301.74)	950.89
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	53,235.17	48,930.39	102,165.56
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	1,370.13	( 965.80)	404.33
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	9,569.35	4,380.82	13,950.17
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	16,637.74	( 11,762.31)	4,875.43
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	5,446.45	( 3,839.77)	1,606.68
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	42,379.44	( 29,905.81)	12,473.63
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	396,198.80	825,255.44	1,221,454.24
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	612.27	( 432.93)	179.34
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	456,936.59	( 323,514.81)	133,421.78
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	385,846.73	1,407,864.07	1,793,710.80
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	76,506.73	5,854.20	82,360.93
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	13.53	0.01	13.54
656-100-1-10-1500		IONE-LEX CEM PERP FC W/TREAS	25,844.75	0.00	25,844.75
657-100-1-10-1500		IONE-LEX CEM EQUIP FC W/TREAS	13,168.36	14.43	13,182.79
658-100-1-10-1500		BMCC FC W/TREASURER	82,160.88	6,287.52	88,448.40
659-100-1-10-1500		BMCC B & I FC W/TREASURER	27,525.88	1,369.28	28,895.16
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	26,244.53	7,280.38	33,524.91
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	2,881.87	( 2,039.19)	842.68
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	26,945.74	3,546.99	30,492.73
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	0.00	0.00	0.00
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	12,191.05	( 8,632.28)	3,558.77
667-100-1-10-1500		EOTT FC W/TREASURER	0.00	0.00	0.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500		TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	10,294.21	11.28	10,305.49
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	299.95	0.33	300.28
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,085.53	1.19	1,086.72
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	163,814.77	179.55	163,994.32
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	6,408.74	4,778.49	11,187.23
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	140.39	1,618.19	1,758.58
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TREAS	1,188,747.15	1,302.96	1,190,050.11
685-100-1-10-1500		STATE HOUSING FC W/TREAS	3,245.69	2,705.20	5,950.89
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	35,685.98	39.11	35,725.09
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	45,329.80	(32,075.51)	13,254.29
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	2,269.35	(1,598.44)	670.91
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	3,212.60	(2,263.21)	949.39
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	0.00	0.00	0.00
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	2.00	(2.00)	0.00
TOTAL CLAIM ON CASH			12,541,207.24	8,688,517.62	21,229,724.86

CASH IN BANK - POOLED CASH

999-100-1-10-1501		AP POOLED BEO	1,655,667.33	(573,704.28)	1,081,963.05
999-100-1-10-1502		PAYROLL BEO	11,587.45	7,992.11	19,579.56
999-100-1-10-1503		STATE TREASURY POOL	10,873,425.99	9,262,220.78	20,135,646.77
999-100-1-10-1504		CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505		WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506		UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507		COMMUNITY BANK	100.12	0.00	100.12
SUBTOTAL CASH IN BANK - POOLED CASH			12,540,780.89	8,696,508.61	21,237,289.50

WAGES PAYABLE

999-100-2-60-6001		WAGES PAYABLE	0.00	7,990.99	7,990.99
SUBTOTAL WAGES PAYABLE			0.00	7,990.99	7,990.99

TOTAL CASH IN BANK - POOLED CASH			12,540,780.89	8,688,517.62	21,229,298.51
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**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
 (Page 1 of 2)

(For BOC Use)  
 Item #  
 6a

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

Staff Contact: Darrell Green  
 Department: Administration  
 Short Title of Agenda Item:

Phone Number (Ext): 5309  
 Requested Agenda Date: 01/03/2018

**Resolution Establishing a Rotating Cycle of the Chairmanship and Vice Chairmanship of Morrow County Board of Commissioners**

**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 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 <b>Reading of Resolution NO. R-2017</b>

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:

<u>N/A</u>	_____	DATE	Department Head	Required for all BOC meetings
Darrell J Green	_____	12/29/2018	Admin. Officer/BOC Office	Required for all BOC meetings
<u>N/A</u>	_____	DATE	County Counsel	*Required for all legal documents
N/A	_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
N/A	_____	DATE	Human Resources	*If appropriate

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

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

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

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

For public record, I thought it would be important to restate the Resolution (R-2017-01) Establishing the Rotating Cycle of the Chairmanship and Vice Chairmanship of the Morrow County Board of Commissioners for 2018.

**2. FISCAL IMPACT:**

None

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

None

Attach additional background documentation as needed.



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

IN THE MATTER OF A RESOLUTION )  
ESTABLISHING A ROTATING CYCLE )  
FOR THE CHAIRMANSHIP AND VICE )       RESOLUTION NO. R-2017-01  
CHAIRMANSHIP OF THE )  
MORROW COUNTY BOARD OF )  
COMMISSIONERS )

**WHEREAS**, the Morrow County Board of Commissioners have voted to equalize their three positions; and

**WHEREAS**, the chairmanship and vice chairmanship of the Board of Commissioners will rotate; and

**WHEREAS**, the present Board of County Commissioners feels the need to establish a pattern for the rotation of the chairmanship and vice chairmanship; and

**WHEREAS**, position one is currently occupied by Jim Doherty, position two is currently occupied by Don Russell, and position three is currently occupied by Melissa Lindsay; now therefore:

**THE MORROW COUNTY BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:**

That the chairmanship and vice chairmanship will rotate by elected positions of the commissioners with position three occupying the chair and position two occupying the vice chair in 2017, position two occupying the chair and position one occupying the vice chair in 2018, position one occupying the chair and position three occupying the vice chair in 2019 and then repeating the cycle for future years.

Dated this 25<sup>th</sup> day of January, 2017.

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

  
Melissa Lindsay, Chair

  
Don Russell, Commissioner, Vice Chair


  
Jim Doherty, Commissioner

Attest:



  
Bobbi Childers, County Clerk

Approved as to Form:

  
Morrow County Counsel  
Justin Nelson  
OSB # 074460

MORROW COUNTY, OREGON **CJ2017-0024**  
Commissioners' Journal 01/25/2017 3:47:01 PM



2017-0024

I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



BEFORE THE BOARD OF COMMISSIONERS  
FOR MORROW COUNTY, OREGON

In the Matter of )  
Transition of County Judge to ) Order No. OR-2017-2  
Commissioner and Establishing )  
County Commissioner Position No. 3 )

WHEREAS, ORS 203.230 authorizes the Morrow County Court to abolish the office of County Judge and create in lieu thereof a third county commissioner and establish a Board of County Commissioners; and

WHEREAS, the Morrow County Court by majority vote on September 16, 2015 voted to abolish the office of county judge and establish a third county commissioner position, that would hold the same duties, qualification, and compensation and be subject to the same provisions of law as the other county commissioners; and

WHEREAS, that as of January 9, 2017, by order of the Morrow County Court in Morrow County Order number OR-2016-6 signed on July 13, 2016, ordered all powers and duties of the county court and county judge be transferred to the Board of County Commissioner and that the position of county judge be changed to county commissioner; and

WHEREAS, per ORS 203.230(3) when an order abolishing the office of county judge becomes operative the county judge shall, until the expiration of the term of office of the county judge, serve as the third county commissioner; and

WHEREAS, ORS 204.013 requires that in each county that has a board of county commissioners that each office of county commissioner be designated by number as Position No.1, Position No. 2 or Position No. 3; and

WHEREAS, the current county commissioner positions are currently designated by Position No. 1 and Position No. 2; and

WHEREAS, the newly created third county commissioner position has not been designated by Position No. with the Morrow County Clerk's Office; now, therefore:

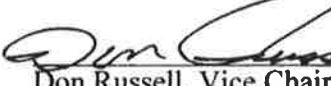
The Morrow County Board of Commissioners hereby orders that:

- (1) The previous position of county judge is now designated as county commissioner with the assigned position number of county commissioner Position No. 3.

Dated this 9<sup>th</sup> day of January 2017.

MORROW COUNTY, OREGON

  
Melissa Lindsay, Chair

  
Don Russell, Vice Chair

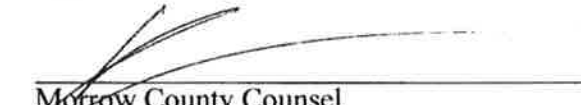
  
Jim Doherty, Commissioner



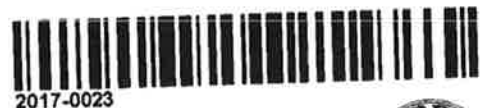
Attest:

  
Bobbi Childers, County Clerk

Approved as to Form:

  
Morrow County Counsel  
Justin Nelson  
OSB #074460

MORROW COUNTY, OREGON **CJ2017-0023**  
Commissioners' Journal 01/25/2017 3:47:01 PM



2017-0023  
I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk





## AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners  
(Page 1 of 2)

(For BOC Use) Item # <div style="font-size: 1.5em; font-family: cursive;">6b</div>
--

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

Staff Contact: Darrell Green	Phone Number (Ext): 5309
Department: Administration	Requested Agenda Date: 01/03/2018
Short Title of Agenda Item: <b>Reinstatement of Crow agreement pursuant to ORS 192-680(1)</b>	

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

<input type="checkbox"/> N/A Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p style="text-align: center;"><u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u></p> Through: Budget Line:
---	--

Reviewed By:		DATE	Department Head		
	Darrell J Green	12/29/2018	Admin. Officer/BOC Office	Required for all BOC meetings	
	by email on 12/29/2018	DATE	County Counsel	*Required for all legal documents	
	N/A	DATE	Finance Office	*Required for all contracts; other items as appropriate.	
	N/A	DATE	Human Resources	*If appropriate	
<i>*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.</i>					

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

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

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

The actual Crow agreement (Memorandum of Engagement) was included in the binders of staff and Commissioners, it was not included in the agenda packet nor in the general public packet this is sent out. To correct this unintended error, the County has included the agreement and RFP in this packet and will allow public comment on the agreement.

No signatures or date is needed if the the Board of Commissioners pass the motion to reinstate the agreement, as the date of the signatures on December 20th still apply.

**2. FISCAL IMPACT:**

None

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

A motion to reinstate the Crow agreement pursuant to ORS 192.680(1).

Attach additional background documentation as needed.

**GENERAL CONDITIONS  
MEMORANDUM OF ENGAGEMENT FOR PROFESSIONAL SERVICES  
CROW ENGINEERING, INC.**

Attachment to and part of Letter, Proposal, or Agreement dated: RFP September 21<sup>st</sup>, 2017  
Client: Morrow County  
Project: North County Building

The following general terms and conditions taken together with the attached Letter, Proposal, or Agreement, shall be considered and referred to herein as the "Memorandum of Engagement". All professional services provided by Crow Engineering, Inc. ("CE") are subject to the terms and conditions set forth in this Memorandum of Engagement unless and only to the extent expressly modified in writing and signed by CE and Client. The parties acknowledge that from time to time forms containing printed terms and conditions inconsistent with the terms and conditions of this Memorandum of Engagement may be used and that such preprinted terms and conditions are not intended to modify or to apply to the services covered by this Memorandum of Engagement.

**1. Personnel.** CE shall furnish the personnel required to perform the services covered by this Memorandum of Engagement (the "Services") and shall engage any other professional parties as it deems necessary for the performance of the Services. Cost of the Services of such other professional shall be the responsibility of the Client.

**2. Confidentiality.** CE agrees to keep confidential all of Client's non-public information relating to this project that a reasonable person would consider confidential, including, but not limited to, Client's strategies and proprietary product and process information.

**3. Instructions and Approvals.** Client shall cooperate fully with CE to facilitate CE in providing the Services timely, efficiently, and in accordance with this Memorandum of Engagement. Client shall name an authorized representative at or before the start of the work who shall be responsible for providing information, instructions, and approvals on Client's behalf and who shall have all authority to act on Client's behalf in relation to CE and this Memorandum of Engagement. Such representative shall be available to CE at all reasonable times. Client shall be responsible for all delays in performance of the Services caused by or arising out of Client's unavailability or its failure to timely provide information, instructions, or approvals.

**4. Terms of Payment.** Invoices shall be issued by CE as set forth in its Rate Schedule then in effect and shall be payable upon presentation. If Client fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after CE gives Client notice of such failure, CE shall have the right to terminate this Memorandum of Engagement and any Letter, Proposal, or Agreement with Client immediately. The right to terminate under the terms of this paragraph shall be in addition to all other legal, equitable or contractual remedies available to CE. Invoices not paid within forty-five (45) days of invoice date shall be subject to a carrying charge of 1.5 percent per month. Client shall have no right of setoff against any billings of CE for disputed claims.

**5. Lien Rights.** Notwithstanding any of the terms and conditions of this Memorandum of Engagement, CE shall retain and may utilize any and all lien rights that may be available to it under any applicable state law.

**6. Differing Conditions.** CE shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client regarding the project or the site. If CE believes that any condition encountered at the site or during the course of the project is inaccurate or differs materially from the indicated, reflected or referred to by Client, its representative(s), employees, or consultants at the time of CE's proposal, CE shall notify Client within a reasonable time. Such differing conditions may be such as (but not limited to) subsurface conditions or underground utilities; condition of existing structures; and the presence of asbestos or any substance or material categorized as hazardous or toxic by federal, state or local laws and regulations. CE shall not be required to continue performing the Services until such time as a change in compensation, time for performance, and/or other resolution of the differing condition has been mutually agreed to by Client and CE. It is acknowledged by both parties that CE's scope of services does not include any services related to a Hazardous Environmental Condition. In the event CE or any other party encounters a Hazardous Environmental Condition, CE may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations.

**7. Changes.** In addition to the change in compensation and/or time for performance referred to in paragraph 6 above, CE shall be entitled to an increase in compensation and/or time for performance for any other changes to be made in the scope of the Services so long as such changes do not arise from negligence of CE. CE shall be required to give notice to Client that it intends to seek additional time or compensation within a reasonable time after the change has been requested. CE shall not be required to perform any work connected with a change unless the parties have agreed on the amount of or the basis for calculating the time and/or compensation associated with the change.

**8. Delays.** CE shall be entitled to prompt written notice by Client, additional time and/or compensation for delays caused by or resulting from acts of Client, contractors, subcontractors, suppliers, or any other third-party over whom CE has no control so long as the delay(s) are not caused by CE's negligence.

**9. Termination.** Client and CE each have the right at any time to terminate this Memorandum of Engagement by giving five (5) days' written notice to the other party. If CE is terminated for any reason other than a material breach of the terms and conditions of this Memorandum of Engagement, Client shall be responsible for payment of all reasonable demobilization costs, all expenses incurred or obligated at the date of termination, including the proportionate share of any CE fee applicable to the Services performed through the date of termination.

**10. Third-Party Beneficiaries.** Nothing in this Memorandum of Engagement is intended or shall be interpreted or construed as giving any rights or benefits to anyone other than CE and Client, unless such third-party has been expressly designated as a third-party beneficiary in this Memorandum of Engagement.

**11. Governing Law and Severability.** This Memorandum of Engagement shall be governed by Oregon law, without regard to conflict of law principles. If any term, condition or provision of this Memorandum of Engagement or the application thereof to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Memorandum of Engagement shall not be affected but shall instead remain valid and fully enforceable.

**12. Waivers.** No waiver by either party of any default by the other will operate as, or be construed as, a waiver of any future default, whether like or different in character. No provision or condition of this Memorandum of Engagement shall be deemed waived, except if such waiver is given in writing by the party entitled to the benefit of such provision or condition.

**13. Insurance.** CE at its own expense, carries professional liability, workers' compensation and employer's liability coverage as required by applicable state law, and general liability insurance (including automobile liability). The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. All policies are available for inspection upon Client request. If Client desires insurance coverage in addition to that carried by CE at the time this Memorandum of Engagement is issued, CE will cooperate to obtain such additional insurance, if available, at Client's expense.

**14. Limitation and Liability.**

14.1 Client agrees to require that CE be named as an additional insured for all insurance policies (except workers' compensation) carried by contractors, subcontractors, and suppliers on which Client has been or will be named as an additional insured.

14.2 CE shall procure and maintain standard professional liability insurance (Errors and Omissions Coverage). Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CE, and CE's officers, directors, employees, agents, and subconsultants, and any of them, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of CE, or CE's officers, directors, employees, agents, and subconsultants, or any of them (hereafter "Client's Claims"), shall not

exceed the total insurance proceeds paid on behalf of or to CE by CE's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of CE's insurance policies applicable thereto.

14.3 **Risk Allocation.** The liability of CE, its officers, directors, employees, agents, and subconsultants (referred to collectively in this paragraph and subparagraphs as "CE"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third-party claims relating to services rendered or obligations imposed under this Memorandum of Engagement, including all Work Orders and any Letter, Proposal, or Agreement to which this is attached, shall not exceed in the aggregate:

14.3.1 The total sum of \$100,000 for claims arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract; or

14.3.2 The total sum of \$1,000,000 for claims arising out of negligence, breach of contract, or other causes for which CE has any legal liability, other than as limited by (Section 14.3.1) above.

**15. Indemnification.**

15.1 CE agrees to indemnify and defend Client from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CE, its officers, directors, employees, agents, and subconsultants in connection with the Project.

15.2 Client agrees to indemnify and defend CE (and its officers, directors, employees, agents, and subconsultants) from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, affiliated corporations, officers, and/or agents in connection with the Project.

15.3 If the negligence or willful misconduct of both Client and CE (or a person or entity identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between Client and CE in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

**16. Performance by Contractors, Subcontractors and Suppliers.** CE shall not be required to make exhaustive, extensive, or continuous on-site inspections of the work performed by contractors, subcontractors and/or suppliers except to the extent that such inspections are expressly specified in the description of the scope of the Services to be undertaken by CE. No acceptance or approval by CE of the work of contractors, subcontractors or suppliers shall diminish or alter their obligations to Client for the proper performance of their work.

**17. Construction Means and Safety.** Client hereby expressly agrees that CE shall assume no responsibility for control or right of control over any contractor, subcontractor or supplier, their agents, employees or others for whom they may be liable in connection with the means, methods, techniques, sequences, procedures and equipment used or not used by such contractors, subcontractors, or suppliers in their performance of any phase of the work, for placing into operation any plant or equipment, or for any safety precautions or programs related thereto. Responsibility and control for all such activities shall be solely and exclusively that of Client, such contractors, subcontractors, and suppliers.

**18. Use of Documents.**

18.1 All documents created by and/or originating from CE are instruments of service in respect to this Project (Documents), and CE shall retain an ownership and property interest therein (including the right of reuse at the discretion of CE) whether or not the Project is completed.

18.2 Copies of Client-furnished data that may be relied upon by CE are limited to the printed copies (also known as hard copies) that are delivered to CE. Files in electronic media format of text, data, graphics, or of other types that are furnished by Client to CE are only for convenience of CE. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

18.3 Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CE. Files in electronic media format of text, data, graphics, or of other types that are furnished by CE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

18.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. CE shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

18.5 When transferring documents in electronic media format, CE makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CE at the beginning of this Project.

18.6 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by CE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to CE or to CE's Consultants. Client shall indemnify and hold harmless CE and CE's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle CE to further compensation at rates to be agreed upon by Client and CE.

**19. Costs and Attorneys' Fees.** In the event that it becomes necessary to hire an attorney to enforce any of the terms and conditions of this Memorandum of Engagement, whether or not litigation is initiated, then the prevailing party shall be entitled to recover its reasonable attorney fees and costs. If litigation is filed, then the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred during the litigation, at trial, and on any appeal therefrom.

**20. Headings.** The headings used in this Memorandum of Engagement are for convenience and reference purposes only and are not to be used in interpreting or construing the substantive provisions of the Memorandum of Engagement.

Acknowledged:

  
[CLIENT] (Signature)

\_\_\_\_\_  
CROW ENGINEERING INC.

Darren J. Green Administrator  
Printed Name, Representative Title

Hunter Wylie  
President

12/20/2017  
Date

\_\_\_\_\_  
Date





**CROW**  
ENGINEERING

CIVIL  
STRUCTURAL  
MECHANICAL

*Interview*

# REQUEST FOR PROPOSALS

BOC 17-2

PROJECT MANAGEMENT SERVICES FOR FACILITY  
PLANNING, BUILDING DESIGN, CONSTRUCTION AND  
COMPLETION

SEPTEMBER 21, 2017



Prepared For

**Morrow County**

110 N. Court Street

Heppner, OR 97836

---



September 21<sup>st</sup>, 2017

Roberta Lutcher  
Morrow County  
P.O. Box 788  
110 N. Court Street  
Heppner, OR 97836

Re: Project Management Services for Facility Planning, Building Design,  
Construction, and Completion (RFP No. BOC 17-2)

Dear Roberta,

We are pleased to present this request for proposal to Morrow County for Project Management Services for Facility Planning, Building Design, Construction, and Completion. Crow Engineering is an Engineering and Project Management firm located in Beaverton, Oregon. Our disciplines include project management, construction estimation, scheduling, permitting support, value engineering & design, and sustainability reviews. Our engineering team includes structural, civil, mechanical and industrial engineers that are experienced in municipal and heavy/light industrial design. We believe the combination of a strong project management team and over 50 years of design knowledge will provide Morrow County an experienced collaborative partnership for this RFP.

We trust this proposal will illustrate Crow Engineering's capacity and ability to provide the highest quality of professional Project Management Services.

Sincerely,

Crow Engineering Inc.

Hunter Wylie  
President and Director of Industrial Engineering  
Phone: 503-213-2013  
Email: hunter.wylie@crowengineering.com



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## Introducing Crow Engineering

CROW ENGINEERING, INC. is an Oregon-based multi-discipline consulting, project management, and engineering firm located in Beaverton Oregon. We have been in business for almost 50 years providing planning, design, and project/construction management services to our clients. We are excited to provide this proposal to assist Morrow County in the planning tied to consolidating its facilities.

Crow Engineering is a company who services both municipal and private clients throughout the Northwest. Our clients are generally found in lower population, rural areas throughout the region. A listing of our current client engagement locations are as follows:

Toppenish, WA – Yakama Nation  
Meacham, OR – Oregon Department of Transportation  
Hillsboro, OR – Tualatin Valley Water District  
Port Angeles, WA – Port Angeles Hardwoods  
Prineville, OR - Business Oregon

In engaging with Crow Engineering, you will find a partner that is highly collaborative and attentive to the county's needs. And due to our mainly rural client engagements, we understand the importance of effectively using our client's capital and resources. Our clients regularly turn to us to help them as a steward and guide to help them achieve their organization's goals, while effectively managing their resources.

An engagement with our team also provides the county the opportunity to work with an organization that is experienced in all aspects of the project. Our team can handle your planning and programming, design, permitting and construction management needs. While we understand that this RFP focuses on the planning stage of this project, Crow will continue to seek opportunities with the county to help develop and project manage the facilities that are recommended from this initial engagement. We look at all our client engagements as long term endeavors to build trust and success.

The biggest benefit you will see from Crow Engineering is the talent we can bring to a project. For example, the project team being recommended for this project will be regularly in the region through 2019. This project management team is leading the development of the new maintenance facilities for the Oregon Department of Transportation in Meacham Oregon. This project team is evaluating the current work spaces (including offices), raw material storage, maintenance, and warehousing needs at the current outdated facilities. Our scope of services includes ODOT team interviews, space and project planning, permitting and local agency coordination, design and construction administration. The site being developed will likely be ten acres and include 40,000 sqft in central facilities.

Included on the next page is a summary of the project team associated with this project.



### **Senior Project Manager - Hunter Wylie**

Hunter is one of our owners at Crow Engineering. Prior to acquiring Crow, Hunter has been an operations and engineering executive for the previous 13 years. His organizations included teams of over 100 employees of various disciplines, functions, and titles. Staffing ranged from non-exempt manufacturing staff to professional engineers and managers. In this position he opened multiple facilities and understands what is required to successfully manage these changes. In addition to his prior experience, he also can also support the county in the following areas:

- Employment law and BOLI Requirements
- Building Construction Cost and Ongoing Operational Cost Models
- Assisting the Organization at Morrow County through Significant Changes
- Well Versed Public Speaker and Difficult Situation Navigator

### **Project Manager - Matt Jones**

Matt will be supporting Hunter in the data collection, needs analysis, and overall findings and recommendations for this project. Matt's prior history has been in estimation, and project management for design and construction management firms. Matt has worked on capital construction projects over \$100M in project cost with difficult delivery expectations. Matt is a great team collaborator and will easily build trust and respect within the county's team members. Matt will be providing the majority of the work for this project.

### **Project Administrator - Kiley Bussard**

Kiley will support the team by generating and finalizing recommendation reports, collaborating project information and data, and handling various project elements as needed. Kiley works out of our central offices in Beaverton, Oregon and is a great backup for both project managers for any urgent matters. The county will find communications from Kiley straightforward and easy to understand. Her presentation and report drafting skills are extremely strong and public facing in nature.

The county can utilize each of these individuals within the project to balance project effectiveness with total costs. The three individuals above have a wide range in hourly costs that are detailed in the project estimates listed near the end of this presentation.

We appreciate the opportunity to present our services to the team at Morrow County. If selected, we look forward to meeting the team at the upcoming interviews.



## Applicable Project Experience – Crow Engineering

### Past Project Examples

The following projects are examples of projects that Crow Engineering has completed, or is in the process of completing. Each of these has elements that are applicable to the project management RFP for Morrow County. All of the projects and references listed below have worked with Crow Engineering in the past two years.

#### **Phase 1, 2 Dam Expansion Displacement Services (2016)**

*Client Confidential, Oregon*

Crow Engineering was hired by an Oregon municipality under a confidential agreement to evaluate the potential displacement options for residences and businesses neighboring a water reservoir. The water reservoir is currently planning to be expanded from its current footprint. State and federal agencies are planning for the eventual displacement of industries and residences residing in the reclaimed area. Crow Engineering was hired to evaluate the relocation of the large-scale industries in the area and provide:

- Acceptable future location for the displaced parties. This work included the evaluation of the impacted sites, creation of high level parameters for future locations, and identifying applicable areas of relocation for these facilities.
- Timelines and schedules tied to the relocation activities. These timelines were aligned with the federal and state availability of funds for these displacement activities.
- Estimation of funds required to support the relocation.

The results of our Phase 1, 2 work were used with the agencies involved to scope the funds required for the displacement efforts. Due to the success of the current engagement, Crow Engineering will likely continue these services through the displacement phase of the program (likely Phase 4 or 5).

Due to the NDA we have in place with this client, client references cannot be disclosed.



## Client Representation and Design Services (2017)

*Sierra Institute*



The Sierra group is a non-profit organization that utilizes grants from the State of California to develop industries in rural communities. Crow Engineering was hired by the Sierra Institute to evaluate properties in the area for this development. The specific industry being developed was a biomass storage and distribution facility that would feed local power houses and provide a low cost source of energy to the local communities. This project had the additional benefit of creating local jobs while also removing dead timber from the forests in the region.

Our scope included: Site research and planning, developing multiple construction cost estimates, and creating a high level operational model for the facility.

The output of our efforts included multiple construction cost estimates and site plans for developing the property. Our team focused on providing a low cost "base" estimate and site plan was developed to ensure that a viable path was available based on the limited grant funding. The planning phase of this project is completed and we are currently awaiting the Institute's acquisition of the property.

### References:

Camille Swezy

[cswezy@sierrainstitute.us](mailto:cswezy@sierrainstitute.us)

(530) 284-1022



## Client Representation Services (2016)

*Oregon State University*

Oregon State University contracted Crow Engineering to assist in the oversight of the design of a new university building that utilized construction methods that were not recognized or governed by municipal code.



The OSU original building was constructed in 1971 as Peavy Hall, a 31,630 S.F. space that has been slated for renovation and new construction. The \$65 million forestry complex will include a new A.A. "Red" Emerson Advanced Wood Products Laboratory and will expand the complex to 85,000 S.F., including a new 25,000 S.F. space for computer controlled and robotic manufacturing systems, and a pilot plant designed as a learning laboratory for students.

In this project, we provided:

- Crow collaborated with the City of Corvallis, OSU, and the designers to ensure that all permitting and other city requirements were met by the design team.
- Constructability oversight and recommendations to simplify construction processes.
- Working between the architect of record, the city, and the university to properly assess risk and safety concerns of this cutting edge heavy timber facility design.

References:

Libby Ramirez – Capital Projects

[Libby.Ramirez@oregonstate.edu](mailto:Libby.Ramirez@oregonstate.edu)

Phone: (541) 737-4246





## **Client Representation, Due Diligence, and Consultation Services**

*Business Oregon (2017)*



Crow Engineering is currently listed as a consultant of record for providing services to the private Oregon businesses that apply for support through Business Oregon. Business Oregon provides financial and consultation support to companies looking for assistance in acquisitions, divestures, new product launches and other endeavors.

Crow Engineering was selected by Business Oregon to consult for a private company located in Prineville Oregon looking to move and significantly expand its business. Crow Engineering interviewed the client to determine their needs for their expansion. We are currently modeling their cash flow requirements and building project contingencies that will allow them to confidently purchase and develop property that fit both within their financial and operational success parameters.

This project is currently ongoing and is expected to wrap up in the beginning of 2018.

### References:

Gabriel Silva

[Gabriel.m.Silva@oregon.gov](mailto:Gabriel.m.Silva@oregon.gov)

(503) 881-8838

### **Other Client References:**

*Weyerhaeuser*

Scope of Services: Project Management, Site Planning, Engineering Design, and Construction Oversight of Industrial Projects

### References:

Mike Stimson - Project Director

[michael.stimson@weyerhaeuser.com](mailto:michael.stimson@weyerhaeuser.com)

Phone: (360) 607- 2714

*Elcon Associates*

Scope of Services: Engineering Design and Construction Administration for Municipal Projects

### References:

Kinh Pham – Principal

[kpham@elcom.com](mailto:kpham@elcom.com)

Phone: (971) 249-1538



## Project Work Product Examples – Crow Engineering

### Construction Estimation

Crow Engineering has over 50 years of experience in project managing and designing projects from the initial site planning stage through to construction. Within that time we have been able to develop a strong set of construction estimation tools that can provide the county an extremely accurate forecast of projected costs.

The example below is the summary of the civil works required to support a project that had a significant mechanical installation in addition to the structural elements. All of the numbers included in our estimates have been built off actual costs from prior construction projects. This particular estimate was part one of three separate cost estimates to provide our client development options that ranged from \$3.5M to \$7.5M in construction costs.

NO.	ITEM DESCRIPTION	QTE / EST.	UNIT	QTY	UNIT COST	EST HP	EQUIPMENT	INSTALL. LAB & MAT'L	TOTAL
I	<b>CIVIL/STRUCTURAL:</b>								
	SITE PREP (ASPH. REMOVAL)	EST	SQFT	21800	\$1.00			\$22,000	\$22,000
	DEWATERING DURING CONSTRUCT.	EST						\$6,000	\$6,000
	ASPHALT PAVING (PATCHING)	EST	SQFT	1800	\$12.00			\$22,000	\$22,000
	EXCAVATION - GENERAL	EST	YD	3300	\$12.00			\$40,000	\$40,000
	EXC. - WET & DRY PITS (BMI)	EST	YD	1160	\$253.00			\$293,000	\$293,000
	12" SUBGRADE STABILIZATION	EST	SQFT	9800	\$2.00			\$20,000	\$20,000
	BACK FILL - GRANULAR	EST	YD	818	\$40.00			\$33,000	\$33,000
	GEOTEXTILE FABRIC - EMBANKMENT	EST	SQFT	0	\$0.10			\$0	\$0
	BUILDING PERMITS	EST	EACH	1	\$5,000			\$5,000	\$5,000
	SPECIAL INSPECTIONS	EST	AS REQD		\$9,375			\$9,375	\$9,375
	VAT FLOOR CONCRETE (BMI)	EST	YD	184	\$550.00			\$90,000	\$90,000
	85# ASCE USED RAIL (HARMER/BMI)	QTE	EACH	2	\$21,250		\$42,500	\$15,520	\$58,020
	HEAT EXCHANGER FOUNDATION	EST	YD	22	\$440.00			\$10,000	\$10,000
	BOILER, w/DRY & WET PIT CONCR.	EST	YD	450	\$880.00			\$306,000	\$306,000
	VAT CEILING/ROOF (10") (BMI)	EST	YD	70	\$880.00			\$62,000	\$62,000
	VAT VERTICAL WALLS (12") (BMI)	EST	YD	198	\$880.00			\$174,000	\$174,000
	BACK TRENCH (BMI)	EST	YD	12	\$880.00			\$11,000	\$11,000
	BACK WALL BLOCK BUNKS (BMI)	EST	YD	20	\$990.00			\$20,000	\$20,000
	FRONT DOOR BLOCK STOPS (not included)								
	CONCRETE APPROACH RAMP (8")	EST	YD	32	\$440.00			\$14,000	\$14,000
	CONCR. STORAGE TANK SLAB (14")	EST	YD	31	\$440.00			\$14,000	\$14,000
	CONCRETE IMBEDS (SCHUON)	QTE	K-LBS	53	\$2,500		\$132,500		\$132,500
	HEAT EXCH. PLATFORM, INSTALLED	EST	LBS	14000	\$3.50			\$49,000	\$49,000
	BOILER SYSTEM & PIT BLDG (PBS)	QTE	SQFT	3300	\$11.00			\$36,000	\$36,000
	VAPOR BARRIER PIT AREAS (PBS)	QTE	EACH	1	\$1,800.00			\$1,800	\$1,800
	OVERHEAD ROLL UP DOOR	EST	EACH	1	\$3,000.00			\$3,000	\$3,000
	BUILDING INSTALLATION (BMI)	QTE	SQFT	3300	\$11.50			\$38,000	\$38,000
	MCC ROOM, WOOD FRAME w/HVAC	EST	SQFT	300	\$50.00			\$15,000	\$15,000
	WALKWAYS @ HEAT EXCH. & PITS	EST	SQFT	500	\$70.00			\$35,000	\$35,000
	STAIRS @ HEAT EXCH. & PITS	EST	TREADS	55	\$400.00			\$22,000	\$22,000
	(1) CROSSOVER WALKS VAT ROOF	EST	SQFT	36	\$70.00			\$3,000	\$3,000
	(1) CROSSOVER STAIRS VAT ROOF	EST	TREADS	18	\$400.00			\$7,000	\$7,000
	PERIMETER FENCE TOP OF VATS	EST	FT	221	\$40.00			\$9,000	\$9,000
	SHED ROOF OVER HPU	EST	SQFT	240	\$22.50			\$5,000	\$5,000
	<b>SUB-TOTAL CIVIL/STRUCTURAL:</b>						\$175,000	\$1,390,895	\$1,565,895



## Project Management

The project plan developed below was created for the project referenced in the construction estimation example. This high level, visual schedules are created for the easy interpretation from people not tied to the project.

For this particular project, there were a significant number of second and third tier suppliers and subcontractors that needed to perform work prior to the general contractor starting. Our client needed a highly visual schedule that showed their purchasing and contract teams exactly when subcontractor work needed to commence. This schedule also contained time contingencies that the client used to ensure that the team continued to meet their construction deadline prior to the winter weather starting.

Purchasing, Contract Lead time for Foster Vat Project					WW 10-11	WW 11-12	WW 12-14	WW 15-16	WW 17-18	WW 19-20	WW 21-23	WW 23-24	WW 25-26	WW 27-28	WW 29-30	WW 31-1	WW 2-3	WW 4-5	WW 6-7	WW 8-9	WW 10-11	
Prospective Vendor	Major Item	Competitive BID?	Quoted Lead Time	Purchase Date	Mar	Apr	May	June	July	Aug	Sept	Oct										
Harris Thermal Products	Heat Exchanger	N	20 Weeks	4/3/2017																		
Cole Industrial	CB Boiler, Deaerator	TBD	13-17 Weeks	4/24/2017																		
National Storage Tank	63k Tank	Y	10-13 Weeks	5/22/2016																		
Pacific Building Systems	Pre-Engineered Building	Y	12 Weeks	5/29/2017																		
Schoun	Door Components	Y	7-9 Weeks	6/19/2017																		
Schoun	Pre-Fab Hot Water Piping	Y	7-9 Weeks	6/19/2017																		
Schoun	Embeds	Y	7-9 Weeks	6/19/2017																		
HAWE	HPU	Y	6-8 Weeks	6/16/2017																		
Beckwith & Kuffel	Water, Trash, Level Pumps	Y	6 Weeks	7/10/2017																		
CH2O	PH Controller	N	4 Weeks	7/24/2017																		
BMI	General Contractor	Y	10 Weeks	5/22/2016																		
<b>Items to be Added</b>																						
Screen Conveyor																						
Ohlson Electric Components																						
Items <\$5k																						
<b>Design, BID Lead time for Foster Vat Project</b>																						
<b>Owner</b>	<b>Design Task</b>	<b>Bid Support</b>	<b>Lead Time</b>	<b>Completion Date</b>																		
Crow	<b>General Arrangements</b>																					
Crow	Finalize Soils Engineering																					
Crow	<b>Heat Exchanger Process Parameter Verification</b>																					
Crow/Harris	Valve, Controls, Process Confirmation																					
WEY	WEY Approval on Process Parameters																					
Crow	<b>Boiler Room/Wet Pit Design</b>																					
Crow	Foundation, Boiler Pad Design																					
Crow	Deaerator, Condensate, Conditioner placement																					
Crow	Wet Pit Design																					
Crow	Piping Layout																					
Crow	Drainage System, Trash Pump																					
Cole	Design Confirmation from Cole																					
Crow	Pre-Engineered Building GA																					
Crow	Building Pump Bid Prep																					
Crow	Pump Bid Timeframe																					
Crow	Award Pump Bid																					
Crow	Building Bid Prep																					
Crow	Building Bid Timeframe																					
Crow	Award Building Bid																					
Crow	Review/Finalize Building Drawings from Vendor																					
Crow	Finalize Screen Selection/Conveyor Type																					
Crow	Screen Conveyor Design																					
Crow	<b>Vat Design</b>																					
Crow	Piping Layout																					
Crow	Doors																					
Crow	Door Latches																					
Crow	Bid Package for Piping/Doors/Embeds																					
Crow	Piping/Doors/Embeds Bid Timeframe																					
Crow	Award Piping/Doors/Embeds																					
Crow	Concrete Support Structure, Bunks, Rats																					
Crow	Concrete Roof																					
Crow	Overhead Walkway, Stairs, Rats																					
Crow	GC Bid Prep																					
Crow	GC Bid Timeframe																					
Crow	GC Award																					
Crow	IFC Designs released																					
Crow	<b>Heat Exchanger Design</b>																					
Crow	Piping Layout																					
Crow	Support Steel																					
Crow	Foundation																					
Crow	<b>Water Tank Design</b>																					
Crow	Pad Design																					
Crow	Piping Design																					
Crow	<b>Pipe Bridge Design</b>																					
Crow	Piping Connection Layout to Existing Heat Exchanger	TBD																				



## Morrow County Project Methodology – Crow Engineering

### Method of Approach

The project plan Crow Engineering is recommending is broken down into four major project elements. A summary of the four different phases of the program are outlined in the bullets below. Our experience has shown us that accurately collecting the different needs for each of the sites is critical before site planning commences. The first two phases represent the requirements gathering phases of the project. The final two phases represent the site planning, facility recommendations and feedback phases of the program.

- Phase #1 - Facility Needs Survey
- Phase #2 - Facility Needs Analysis
- Phase #3 - Site Planning and Preliminary Recommendations
- Phase #4 - Public Feedback, Final Recommendations

### Phase #1 Scope – Facility Needs Survey

The first step of the project is to survey the existing infrastructure, employee base, and public usage. Crow Engineering's project managers will visit each location and document the following items as a part of the visit:

- Number of Employees and Working Hours
- Public Visitors Served per Day
  - Current Public Points of Contact (entrance, waiting or detention areas)
  - Feedback from Staff on Opportunities to Serve More Efficiently
- High Level Documentation of Site Infrastructure
  - Square Footage
  - Fixtures, Furniture, Equipment
  - Major Equipment and Storage Requirements
  - Site Safety Needs
  - General Condition of Facilities
- Interview Site Managers
  - Document General Working Needs for Employees
  - Identify Opportunities to Co-Locate Team Members
  - Document Current Travel Within Region
- Capturing Site Costs
  - Documenting Lease, Rental, or Other Recurring Costs for Each Property
- Developing a RACI (Responsible, Accountable, Consulted, and Informed) Diagram of the Program Team Members.

#### Key Meetings:

- Facility Needs Survey's: Irrigon Annex, Boardman Clinic Building, Irrigon City Hall (Veterans Services), Irrigon Emergency Center, 2 Sheriffs Facilities



## Phase #2 Scope – Facility Needs Analysis

The second step of the project includes summarizing the findings for each of the sites visited in Phase #1. This phase focuses on summarizing and prioritizing the needs of both the public and the employees of the county. This summary is done prior to the site planning phase so that the public service and employment requirements are determined without bias to the site planning done in Phase #3. This allows for a fair and accurate overview of the needs of the county to be delivered to the commissioners prior to the site planning phase of the project.

- Public Service Requirements
  - Capacity Needs (People/Day) Summary for Public Service
  - Number of Individual Points for Public Contact
  - Public Routing Needs/Points of Contact
  - Site Parking, Restroom or other Public Based Needs
- Combined Needs of the Employee Base Including
  - General Workspace Requirements
  - Employee Management Needs Relating to BOLI or Other Employment Law
  - Site Parking, Security, or other Infrastructure Needs
- Commissioner/Key Stakeholder Review
  - Provide Preliminary Report for Current and Future Facility Needs to Key Stakeholders
  - Edit and Revise Findings Based on Team Feedback
  - Prioritizing Key Development Initiatives with Stakeholder Team
  - Defining “Needs” vs “Wants” for the County

### Key Meetings:

One stakeholder meeting with county officials to review facility needs analysis findings. Meeting site to be chosen by the county.



### Phase #3 – Site Planning, Preliminary Recommendations

This phase of the project focuses on developing several options and potential site plans for go forward recommendations based on the findings from the facility needs analysis (phases 1, 2). Crow Engineering can develop options that include the remodel of existing facilities or construction on undeveloped properties. Crow is often asked to create development plans for properties or facilities that are in significant need of repair, but are at an advantageous acquisition cost for our clients.

Our planning exercise will include high level site plans that meet as many of the critical project needs as possible. These site plans will include a summary of tradeoffs between the different options and include construction estimates for each plan.

Crow will collaborate with the county stakeholder team on a regular basis to ensure that team member and critical stakeholder input is driving the design for these plans. This site planning process will conclude with the following list of recommendations and information provided to the county:

- Three Site Plans that Achieve the Highest Percentage of Project Needs
  - Site Plans will Include:
    - High Level Drafted Facility Layouts
    - Google Earth Overlays of Site Plans on Targeted Property
    - Rendered Facility Drawings (see extra cost in estimate)
- Full Construction Estimates for Each Plan
- General Description of Property Required for Each Option
  - Property Acquisition Requirements, If Needed
- Crow Engineering’s Recommendation for Best Site Plan
  - Justifications and Tradeoffs Based for the Selected Plan
  - Recommended Construction Delivery Methodology for this Plan

#### Key Meetings:

One stakeholder meeting with county officials to review the proposed site plans. Meeting site to be chosen by the county.



#### **Phase #4 – Public Feedback, Recommendations**

This last phase will incorporate all final stakeholder feedback on the three proposed plans and submit them to the county for final review. The output of the review will be the selection of the single facility plan candidate that meets the highest number of objectives for the County. Once this plan has been selected, Crow will prepare the plan based on team member feedback to be delivered in a presentable format to the public. Once the county approves this format, Crow will help facilitate the three separate public meetings seeking input on these plans.

After feedback has been solicited, a listing of the public notes and the consultant's comments on each one will be provided to the county. Upon review of those notes, Crow can adjust the final plans accordingly to create the plan of record for the county.

#### **Key Meetings:**

Three public meetings (one in Irrigon, Boardman, and Heppner) to be held in Morrow County on separate occasions. Meeting sites to be chosen by the county.



## Project Timeline

Our proposed timelines for these services are as follows, they assume a notice to proceed is in place by October 20<sup>th</sup>, 2017:

Phase #1 Services: Facility Needs Survey	<b>10/20/17 – 11/17/17</b>
Phase #2 Services: Facility Needs Analysis	<b>11/17/17 – 12/08/17</b>
Phase #3 Services: Site Planning, Recommendations	<b>12/08/17 – 01/19/18</b>
Phase #4 Services: Public Feedback, Final Report	<b>01/19/18 – 02/09/18</b>

Please note on the project timetables above Crow Engineering has added 4 extra weeks of time on the Phase #3 services. This extra time is the anticipated based on the lost time due to holidays and ensuring the public feedback sessions are scheduled well after January 1<sup>st</sup>, 2018. However, if the county wishes to keep this project on a faster pace, Crow can commit to completing this project on 01/09/18 if key client stakeholders are available.

## Crow Engineering Rates

Crow Engineering's Hourly and Expense Rate are as Follows:

Project Manager II	Hunter Wylie	\$150/HR
Project Manager I	Matt Jones	\$118/HR
Project Administrator	Kiley Bussard	\$ 56/HR

Crow Engineering used the State of Oregon Expense Rates, which Included:

Lodging	\$91/Night
Per Diem	\$51/Day
Mileage	\$.535/Mile





## Total Project Estimation

Based on the scope of services listed above, Crow Engineering estimates the total project cost at **\$36,759**. Details of the project estimate have been provided below. If the county sees too much consultant engagement, or too little in any phase, Crow Engineering will craft this estimate to meet the county's needs during the negotiation phase of the contract.

## Crow Engineering Estimation of Services

Phase #1 Services				
<b>Including:</b>				
2 People, 3 Days Site Visits				
Site Visit Reporting				
	Base Cost	Unit	Total Units	Extended Cost
Project Manager II	\$150	Per Hour	28	\$4,200
Project Manager I	\$118	Per Hour	40	\$4,720
Project Admin	\$56	Per Hour	12	\$672
Lodging	\$91	Per Night	4	\$364
Mileage	\$0.54	Per Mile	360	\$193
Per Diem	\$51	Per Day	6	\$306
			<b>Total Phase #1</b>	<b>\$10,456</b>

Phase #2 Services				
<b>Including:</b>				
Site Visits Summary				
Site Visit Summary Presentation at Client				
	Base Cost	Unit	Total Units	Extended Cost
Project Manager II	\$150	Per Hour	12	\$1,800
Project Manager I	\$118	Per Hour	20	\$2,360
Project Admin	\$56	Per Hour	12	\$672
Lodging	\$91	Per Night	1	\$91
Mileage	\$0.54	Per Mile	360	\$193
Per Diem	\$51	Per Day	2	\$102
			<b>Total Phase #2</b>	<b>\$5,218</b>

Phase #3 Services				
<b>Including:</b>				
Site Plan Development				
Site Plan Summary Presentation at Client				
	Base Cost	Unit	Total Units	Extended Cost
Project Manager II	\$150	Per Hour	20	\$3,000
Project Manager I	\$118	Per Hour	40	\$4,720
Project Admin	\$56	Per Hour	20	\$1,120
Lodging	\$91	Per Night	1	\$91
Mileage	\$0.54	Per Mile	360	\$193
Per Diem	\$51	Per Day	2	\$102
			<b>Total Phase #1</b>	<b>\$9,226</b>

Phase #4 Services				
<b>Including:</b>				
Three Public Feedback Sessions				
Final Recommendations Draft				
	Base Cost	Unit	Total Units	Extended Cost
Project Manager II	\$150	Per Hour	48	\$7,200
Project Manager I	\$118	Per Hour	24	\$2,832
Project Admin	\$56	Per Hour	12	\$672
Lodging	\$91	Per Night	3	\$273
Mileage	\$0.54	Per Mile	1080	\$578
Per Diem	\$51	Per Day	6	\$306
			<b>Total Phase #1</b>	<b>\$11,861</b>

**Total Estimated Project Costs \$36,759**

## Other Project Costs Options:

Rendered Facility Images can be provided for an addition \$7500. Images will show multiple viewpoints of the exterior of the final proposed facility.

Professional opinions from other industry consultants can be obtained by Crow in support of this project if needed. Costs will be quoted separately for each additional consultant engagement.



## HUNTER WYLIE

*President and Director of Industrial Engineering*

### **Profile**

Hunter has a large and diverse background in manufacturing and industrial engineering design and management. At Crow Engineering Hunter provides project management, specifically providing a main point of contact for the team members and main clients. Hunter is responsible for setting schedules, coordinating budgets and manages all contract negotiations.

### **Education**

Oregon State University,  
Bachelor of Science,  
Manufacturing and Industrial  
Engineering

### **Previous Employment**

Mobile Technologies, Inc.  
Position: Vice President  
Date: June 2012 - August 2016

Intel  
Position: Operations Manager  
Date: June 2001 - April 2004

### **Experience**

Company Management  
Contract, Agreement Management  
Business Development, Client and Account Management  
Business Finance  
Industrial Engineering Oversight  
Client Project Management



## **Matt Jones**

*Project & Business Development Manager*

### **Profile**

Matt is one of the newest employees at Crow Engineering. He is a tenacious project manager and estimator skilled in streamlining company operations, maintaining schedules, ensuring customer satisfaction, maximizing revenue potential, and developing future opportunities. He has expertise in working on complex projects, coordination among diverse teams, and extensive knowledge in quality control and construction safety. He's a self-starter and is very detail oriented with a hard working nature.

### **Education**

Oregon State University  
Bachelor of Science,  
Marketing

### **Previous Employment**

Faithful & Gould  
Position: Estimator, Quantity Surveyor, & Cost Analyst  
Date: August 2016-July 2017

FD Thomas, Inc.  
Position: Assistant Project Manager  
Date: 2011-2015

Harder Mechanical Contractors  
Position: Project Engineer  
Date: 2013-2014

### **Experience**

Project Scheduling  
Resource Loading & Planning  
Document Tracking  
Quantity Surveying  
Project Estimating  
Cost Analysis  
Budget Management  
Quality Control  
Site Safety/Training



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

(For BOC Use)
Item #

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

Staff Contact: Darrell Green Phone Number (Ext): 5309
Department: Administration Requested Agenda Date: 01/03/2018
Short Title of Agenda Item: Crow Engineering Scope of Work for the proposed North County Building

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 15 minutes
Purchase Pre-Authorization
Other

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

Reviewed By:
N/A Department Head Required for all BOC meetings
Darrell J Green 12/29/2018 Admin. Officer/BOC Office Required for all BOC meetings
N/A County Counsel \*Required for all legal documents
[Signature] 12/29/17 Finance Office \*Required for all contracts; other items as appropriate.
N/A Human Resources \*If appropriate

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

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

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

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

I asked Crow Engineering to complete a Scope of Work (SOW) document since their RFP was dated September of 2017. The SOW information reflects the RFP in content. The main difference is the dates they will begin work. The SOW is tied into the Memorandum of Engagement, so the cost of their services will remain the same as the RFP, \$36,759.

Discussion about what dates we would like for Crow to conduct information gathering; either January 8-11 or January 15-18.

Discussion about any other changes to the SOW.

**2. FISCAL IMPACT:**

An estimated \$36,759

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

Motion to accept the Scope of Work submitted by Crow Engineering for the proposed North County Building and to begin their information gathering on January 15th, 2018 (or January 8th) (along with the following changes to the SOW, if any)

Attach additional background documentation as needed.



December 28<sup>th</sup>, 2017

Darrell Green  
Morrow County Administrator  
Morrow County  
P.O. Box 788  
110 N. Court Street  
Heppner, OR 97836

Re: Scope of Work for Project Management Services for Facility Planning

Dear Darrell,

We are pleased to present this Scope of Work (SOW) breakdown to Morrow County. Once the review of the SOW is finished, please provide feedback to Crow Engineering with the date range that works for the County, so the Facility Needs Survey and Analysis can be completed. Also, if there are any other facilities that need to be visited we will need to adjust our attachment.

We trust this SOW will illustrate Crow Engineering's capacity and ability to provide the highest quality of professional Project Management Services.

Sincerely,

Crow Engineering Inc.

Matt Jones  
Project and Business Development Manager  
Office: 503-213-2013  
Cell: 503-200-4436



## Morrow County Facilities Planning

### Scope of Work

Key Dates for information gathering:

- January 8-11 (Monday - Thursday)

OR

- January 15-18 (Monday - Thursday)

The County Commissioners will need to decide which set of dates works best for their schedules. Facilities that are going to be visited are the Irrigon Annex, Boardman Clinic, Veterans Services, and the Irrigon Boardman Emergency Assistance Center. Please advise if other facilities will need assessment (See Attachment pages 3-4).

#### Facility Needs Survey (Dates from above)

During each site visit, Crow Engineering will be completing the following tasks:

- Current Headcount
  - o For facility consolidation
  - o Future growth potential in each department/division
- Current facility conditions
  - o Current Square Footage
  - o Usage
  - o Utilization
  - o FF&E
  - o Major Equipment and Storage Needs
  - o Site Safety Needs
  - o General Conditions
- Capture Site Costs
  - o Lease, Rental, and other re-occurring costs
- Interview Site Staff
  - o Set up interview times with Managers & Employees, per County Commissioners direction
    - Working needs for employees
    - Identify opportunities to co-locate team members



- Document travel requirements within region

#### Facility Needs Analysis (Dates from above)

- Public Service Requirements
  - Capacity Needs (People Served per Day)
  - Number of individual Points of Contact
  - Public Routing Needs/POCs
  - Site Parking, Restrooms, and other Public Needs
- Combined Needs of the Employee Base Including
  - General Workspace Requirements
  - Employee Management Needs
    - Related to BOLI
    - Other Employment Law Requirements
  - Site Parking, Security Requirements, and other infrastructure needs
- Commissioner/Key Stakeholder Review
  - Provide Preliminary Report for Current and Future Facility Needs to Key Stakeholders
  - Edit and Revise Findings Based on Team Feedback
  - Prioritization of Key Development Initiatives with Stakeholder Team
    - Defining “Needs” vs “Wants” for the County

#### Attend any Public Hearings

- Board of Commissioners Meetings - Dates are TBD

#### Deliverables:

By February 1<sup>st</sup>, provide the finished Needs Analysis for New Facility to the County

Preliminary Design/Schematics/Layouts/Renderings are dependent on the Needs Analysis. This will be discussed upon delivery of Needs Analysis Report. This was tentatively planned to be complete by the end of February (TBD).





### Irrigon Annex

205 3<sup>rd</sup> Street NE, Irrigon, OR 87844

- Justice Court, Planning, Parole, and Probation
- Approximately 2800sf



### Boardman Clinic Building

101 Boardman Ave. NW, Boardman, OR 97818

- Public Health, Juvenile Department, and District Attorney's Office



Veteran's Services (1 office in City Hall)

- 500 NW Main St, Irrigon, OR 97844



Irrigon Boardman Emergency Assistance Center

(1 office leased by County Clerk)

- 290 NE Main Ave, Irrigon, OR 97844



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

(For BOC Use)  
 Item #

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

Staff Contact: John A. Bowles  
 Department: Sheriff's Office  
 Short Title of Agenda Item:

Phone Number (Ext): 5102  
 Requested Agenda Date: 01/03/2018

**AlertSense, Inc. Master Service Agreement**

**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 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: **AlertSense, Inc.**  
 Contractor/Entity Address: **6149 N. Meeker Place, Suite 250, Boise, Idaho 83713**  
 Effective Dates – From: **February 1, 2018**      Through: **January 31, 2019 (3 year lock in price)**  
 Total Contract Amount: **\$3,350.00**      Budget Line: **101-117-5-20-2283**  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

John A. Bowles 12/28/2017

Department Head

Required for all BOC meetings

*[Signature]* 12/29/17

Admin. Officer/BOC Office

Required for all BOC meetings

12/28/2017

County Counsel

\*Required for all legal documents

*[Signature]*

12/29/17

Finance Office

\*Required for all contracts; other items as appropriate.

N/A

Human Resources

\*If appropriate

DATE

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

I have been looking into AlertSense for 1.5 years as part of Morrow County Emergency Management. AlertSense is an emergency notification system that can be used to notify the public of information, emergent and no emergent. Morrow County has limited capabilities currently for mass notification. The notifications can be email, home phone, cell phone, text message or social media message. The system can be used by other agencies in Morrow County (Health Department) as authorized by the system administrator (John A. Bowles). Many other agencies use this system currently including Umatilla County and have good reviews of the service.

## 2. FISCAL IMPACT:

The contract agreement is from February 1, 2018--January 31, 2019 on a three year price agreement of \$3,350.00 per year. The Health Department is a supporter of implementing this system and advised they would be willing to pay for half (\$1,675) of the yearly cost. This amount could be sent as an invoice.

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

Move to accept the:  
AlertSense, Inc. Master Service Agreement as presented.

Attach additional background documentation as needed.



# AlertSense, Inc. Master Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is effective as of February 1, 2018 by and between AlertSense, Inc., an Idaho Corporation ("AlertSense"), with offices located at 6149 N. Meeker Place, Suite 250, Boise, Idaho 83713 and Morrow County, OR herein referred to as "Client" with offices located at 325 Willow View Dr. P.O. Box 159, Heppner, OR 97836 (each a "Party," collectively the "Parties").

WHEREAS, AlertSense provides state, local and federal government agencies CAP compliant mass notification that enables rapid exchange of information between the government and its citizens. All products and services distributed or otherwise performed, shall be governed by the terms of this Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITION CONTAINED ON THE FOLLOWING PAGES AND EXHIBITS HEREOF AS OF THE DATE FIRST WRITTEN ABOVE.

## AlertSense, Inc.

By:

Printed Name: Von Hansen

Title: Chief Executive Officer

Date: December 20, 2017

## Morrow County, OR

By:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## 1. DEFINITIONS.

- a. "Administrator" means an individual person authorized to create and issue Notifications through the AlertSense interface, and capable of performing administrative functions including but not limited to, managing data for recipients or groups, running or viewing reports, managing User roles, activating/deactivating features, setting default values and/or using any of the features in the administrative area of the user interface in the AlertSense Solution.
- b. "AlertSense Solution" means the Generally Available (GA) release of the AlertSense solution and related services set forth on Exhibit A, in executable format and any accompanying Documentation whether electronic or printed.
- c. "Notification/Intelligent Notification(s)" are messages issued by an Administrator via the AlertSense Solution whether or not responded to by a Recipient.
- d. "Recipient" means an individual person, capable of only receiving notifications. Recipients may be members of the Client organization or general public.
- e. "Services" means everything provided or agreed to be provided by AlertSense under the Agreement. Exhibit A includes a summary of all Services.
- f. "Subscription" means the right to access and use the AlertSense Solution via the Internet and/or device capable of communicating with the AlertSense Solution.
- g. "Transaction" means the individual message/Notification sent and/or received to and from Devices such as telephone, email, short message service (SMS), pagers, fax, etc.
- h. "User" means any member of the Client organization who is capable of sending or receiving a notification and, if permitted, updating his / her own user profile in the AlertSense solution.

## 2. SUBSCRIPTION GRANT.

Subject to the terms and conditions of this Agreement (including the exhibits attached hereto), AlertSense grants to the Client a nontransferable and nonexclusive right to use the AlertSense Solution. The AlertSense Solution will reside on servers operated by AlertSense and located in AlertSense provisioned facilities.

## 3. ALERTSENSE RESPONSIBILITIES.

- a. AlertSense shall perform services and provide deliverables as described in Exhibit A, incorporated herein by reference. Services shall be performed at the AlertSense's place of business and, as necessary, at the CLIENT's offices.
- b. During the term for which Client has a Subscription, AlertSense will provide: (i) Maintenance Updates and Product Enhancements to the AlertSense Solution ("Release(s)") if and when AlertSense makes any such Release generally available and (ii) helpdesk assistance to Client with respect to the core components of the AlertSense Solution, including (a) clarification of functions and features; (b) clarification



of documentation; (c) guidance in the operation of the AlertSense Solution; and (d) software error analysis.

c. AlertSense will provide public Recipients with a simple mechanism for opting out of or unsubscribing from receiving text messages, including information on how to “opt-out” or unsubscribe.

d. AlertSense ensures that all 911 records provided by Client will be used solely for emergency alerts.

e. All names, email addresses, phone numbers, fax numbers, pager numbers and any other contact information shall remain the exclusive property of Client. AlertSense will maintain all of the aforementioned contact information in the strictest confidence and will not sell or share any contact information without Client’s written consent.

#### 4. CLIENT RESPONSIBILITIES.

a. The Client will identify and maintain updated contact information for the Primary Administrator that is authorized to set up administrators’ roles and permissions.

<b>Client:</b>	Morrow County, OR
<b>Primary Contact for the Client:</b>	John Bowles
<b>Address:</b>	325 Willow View Dr. P.O. Box 159, Heppner, OR 97836
<b>Office Phone:</b>	541-676-5317x5102
<b>Email:</b>	jbowles@co.morrow.or.us
<b>Lead System Administrator Name:</b>	John Bowles
<b>Lead System Administrator Phone:</b>	jbowles@co.morrow.or.us

**24/7 Emergency Account Phone #:**

b. Security of Account. Client agrees to maintain all security regarding their account ID, password, and connectivity with the Service. Client is responsible for all Notifications transmitted through the Service. If Client’s account ID or password are stolen, or otherwise compromised, and used for malicious purposes, Client is responsible for all Notifications sent using the stolen account information. Client is obligated to immediately contact AlertSense to have such account ID or passwords changed to prevent continued malicious use of the Client account.

c. All Notification Content is Client’s sole responsibility. Client is solely responsible for the integrity and quality of the Notification Content. Liability of Content. Under no circumstances will AlertSense be responsible for any loss, damage or liability arising out of the content of any Notification, including any mistakes contained in the content or the use or transmission of the Content.

d. Client will not send any Notification content that it knows, or has reason to know, infringes another’s



rights in intellectual property, is invasive of another's right to privacy, or violates any privacy laws, Client's privacy policies or any other third parties or do anything that would justify a complaint to the Federal Communications Commission.

e. Client will not:

i. engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services;

ii. use the Notification Services in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); or

iii. provide, or knowingly allow any third parties to provide, content or other material to be transmitted in connection with or through the Notification Services which: is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

f. Client acknowledges that AlertSense may block SMS messages based on instructions from carriers. In the event that Client requests that AlertSense permit SMS messages to go to any such blocked numbers, Client shall indemnify and, at AlertSense's request, defend AlertSense with respect to any claim made by a third party with respect to such message.

## 5. COMPENSATION AND PAYMENT.

a. Fees and Expenses. Client agrees to compensate AlertSense for the purchase of the AlertSense Service. Client will mail payments to the address set forth below:

<b>Company:</b>	AlertSense, Inc.
<b>Attention:</b>	Accounts Receivable
<b>Address:</b>	6149 N. Meeker Place, Suite 250
<b>City, State, Zip:Phone:</b>	Boise, Idaho 83713
<b>Phone:</b>	(208) 639-6770
<b>Email:</b>	Finance@AlertSense.com

b. Any services identified in Exhibit A as "Option Services" may be purchased by Client at any time during the contract term. This includes services not initially purchased by the client at the beginning of the term.

c. The Client may add additional services to this Agreement at any time during this contract term with a written agreement between the Parties.

d. Payment, Terms and Taxes. All fees shall be due and payable within thirty (30) days from the date of





invoice during the term of this Agreement, unless otherwise specified in Exhibit A. Payments not received when due shall bear interest at the lesser of 1.5% per month or the highest rate permitted by law for the actual number of days elapsed. All fees shall be paid in U.S. dollars. Client shall be responsible for any sales, use, excise or comparable taxes assessed or imposed upon services provided to the Client.

## **6. TERM AND TERMINATION.**

a. Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated as set forth below, continue for three (3) years thereafter. This Agreement will automatically renew for additional successive twelve (12) month terms, unless either Party gives the other Party written notice of termination at least thirty (30) days prior to the end of the then-current term.

b. Termination. Either Party may terminate this Agreement if the other Party materially breaches ("Breaching Party") the terms of this Agreement after providing written notice of the breach to the Breaching Party, unless the Breaching Party has cured such breach within thirty (30) days after receipt of such written notice. If Client determines that termination of this Agreement is in the best interest of the public, Client may terminate without liability to AlertSense by giving notice to AlertSense at least sixty (60) days prior to the termination date. Such termination will not affect the rights of the Parties existing at the time of termination, and, if AlertSense is not in default, AlertSense will be paid for all services performed prior to termination by the Client.

c. Effect of Termination.

i. Expiration or termination of this Agreement shall not relieve the Parties of any rights or obligations accruing prior to such expiration or termination.

ii. Upon expiration or termination of this Agreement for any reason, each Party shall immediately: (i) pay the other Party all amounts due and payable prior to the date of such termination, (ii) return to the other Party or destroy all confidential Information (as defined in Section 10.10 below) of the other Party in its possession or control, including all copies thereof, and (iii) cease all use of the trademarks of the other Party, iv) all technology supplied by AlertSense will stay on the AlertSense servers.

iii. Upon termination of this Agreement for any reason, those Sections that should reasonably and customarily survive such termination shall survive.

## **7. WARRANTIES AND REPRESENTATIONS.**

a. AlertSense Warranties.

i. AlertSense Solution: AlertSense covenants and warrants that the AlertSense Solution to which its Clients subscribe will perform substantially in the manner specified in any materials provided by AlertSense, including any documentation to any services (collectively, "Documentation"). AlertSense warrants that its Services under this Agreement shall be performed in a professional manner and shall be of a high grade, nature and quality.

ii. Requisite Skill: AlertSense represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by AlertSense to



perform any such work will be qualified to perform the assigned duties.

iii. AlertSense represents and warrants that in its performance of this Agreement or of any Client Agreement, neither AlertSense or the AlertSense Solution will (by act or decision of AlertSense) (i) violate any Federal Communications Commission rule or regulation, (ii) violate any law, statute, ordinance or regulation, (iii) infringe on any third party's copyright or trademark or misappropriate any trade secret or other intellectual property rights of any third party.

iv. Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION, THE ALERTSENSE SOLUTION AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFIED HEREIN, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN THIS SECTION, ALERTSENSE DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. THE PARTIES AGREE AND ACKNOWLEDGE THAT ALERTSENSE SHALL IN NO EVENT BE HELD RESPONSIBLE FOR ANY PROBLEMS WITH THE ALERTSENSE SOLUTION TO THE EXTENT ATTRIBUTABLE TO THE PUBLIC INTERNET OR PSTN INFRASTRUCTURE OR A CLIENT'S ABILITY TO CONNECT TO THE INTERNET OR PSTN.

v. LIMITATION OF LIABILITY. SUBJECT TO THE REQUIREMENTS OF SECTION 8, EXCEPT IN THE CASE OF A VIOLATION OF THIS SECTION OF THIS AGREEMENT OR FOR EITHER PARTY'S WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF A VIOLATION OF THIS SECTION OF THIS AGREEMENT OR FOR EITHER PARTY'S WILLFUL MISCONDUCT, IN ANY EVENT, ALERTSENSE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED ANY AMOUNTS PAID BY CLIENT TO ALERTSENSE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY HEREUNDER.

## **8. CLIENT INDEMNIFICATION.**

a. Client agrees that it shall defend, indemnify, save and hold AlertSense harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the provision of services to the Client. This includes liabilities asserted against AlertSense, its agents, clients, servants, officers and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

b. Client also agrees to defend, indemnify and hold harmless AlertSense against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the



client's web site. This includes, but is not limited to, infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation, which is detrimental to another person, organization or business.

## **9. ALERTSENSE INDEMNIFICATION.**

a. AlertSense agrees that it shall defend, indemnify, save and hold harmless Client from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the provision of services to the Client. This includes liabilities asserted against Client, its agents, clients, servants, officers and employees that may arise or result from any service provided or performed or agreed to be performed by AlertSense, its agents, employees or assigns.

b. AlertSense also agrees to defend, indemnify and hold harmless Client against liabilities arising out of any injury to person or property caused by any negligent services distributed over the client's web site. This includes, but is not limited to, AlertSense infringing on the proprietary rights of a third party, copyright infringement, and/or patent rights, which is detrimental to another person, organization or business.

## **10. INSURANCE.**

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this AGREEMENT with limits not less than \$1,000,000 or as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). AlertSense shall provide the Client with a certificate of insurance or letter of self-insurance annually as the case may be.

## **11. OWNERSHIP.**

a. Client Content. All Content or other material provided to AlertSense by the Client for transmission through the AlertSense Solution is and shall remain exclusive property of the respective Client. Client shall retain ownership of all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in such Content or other material. Each Party agrees to comply with all applicable contractual obligations, privacy and other nondisclosure policies, and legal obligations with respect to its use of or access to any such data, including, policies, laws and regulations respecting the dissemination and use of such data.

b. Copyrights and Trademarks. The Parties shall retain ownership of any elements of text, graphics, photos, designs, trademarks, or other artwork it provides for utilization in the provision of services. The Parties assert that each element provided is owned by the respective Party or that Party has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the other Party in its use of such element.

c. 11.3. The AlertSense Solution. The AlertSense Solution including all technology, any documentation, reference material, sample/test programs, and any updates or improvements thereto, are and shall remain exclusive property of AlertSense whether or not incorporated into or with other technology. AlertSense shall retain ownership of all copyrights, patents, trademarks, trade secrets, and other intellectual property



rights relating to or residing in the AlertSense Solution and any updates or improvements thereto, and Client shall have no right, title, or interest in or to the same other than the Subscription to use of the AlertSense Solution, including any documentation, reference material, sample/test programs, as granted in this Agreement and any related agreement or addendum. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of AlertSense's existing or future rights in or to the AlertSense Solution and any updates or improvements thereto.

d. Restrictions. Except as exclusively provided otherwise herein, Client shall not itself and shall not allow any third party to (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the AlertSense Solution or any portion thereof or of any files contained in or generated using the AlertSense Solution by any means whatsoever, (ii) remove any product identification, copyright or other notices or (iii) except as specified or permitted in the applicable user documentation provided by AlertSense, modify the AlertSense Solution or incorporate the AlertSense Solution into or with other software not specified in this Agreement.

## 12. GENERAL.

a. Assignments. The Agreement and all rights and obligations hereunder are not assignable or transferable by Client without the prior written consent of AlertSense and any attempt to do so shall be void; provided, however, that a party may assign or transfer the Agreement and all rights and obligations hereunder, without the prior written consent of the other party, to any third party that acquires a majority of the voting power of such party or all or substantially all of the assets of such party.

b. Force Majeure. Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than the payment of amounts owed) if such delay or failure arises by any reason beyond its reasonable control, including: Any act of God, or any acts of war, terrorism, the elements, earthquakes, floods, fires, epidemics, riots, or failures or delays in communications, Governmental restrictions, failure of public utilities or common carriers, failure of third party providers or sabotage. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

c. Governing Law/Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho without reference to its choice of law rules. The sole jurisdiction and venue for actions related to the subject matter of this agreement shall be the state and US federal courts having within their jurisdiction the location of AlertSense's then-current principal place of business.

d. Notices. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier, or by facsimile (receipt confirmed), in each case to the appropriate party at the address set forth below, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

**If to Client:**

**If to AlertSense, Inc.**



Morrow County, OR  
325 Willow View Dr. P.O. Box 159  
Heppner, OR 97836  
541-676-5317x5102  
ATTN: John Bowles

AlertSense, Inc.  
6149 N. Meeker Place, Suite 250  
Boise, Idaho 83713  
(208) 639-6770  
ATTN: Von Hansen

e. Amendments and Modifications. Any amendment and/or modification shall be effective only if made in writing and signed by a representative of the respective Parties authorized to bind the Parties.

f. Attorney Fees and Costs. Should any legal action permissible under this agreement be taken to enforce the conditions and terms of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable legal fees and expenses incurred at the trial and appellate levels.

g. Waivers. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

h. Integration. Both Parties agree that this Agreement and any exhibits hereto constitute the complete and exclusive statement of the mutual understanding of the Parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement.

i. Confidential. Client recognizes and acknowledges that this Agreement creates a confidential relationship between AlertSense and Client and that information concerning Client's business affairs, Clients, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is collectively referred to as "Confidential Information."

j. Nondisclosure. AlertSense agrees that, except as directed by Client, it will not at any time during or after the term of this agreement disclosure any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. AlertSense further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.



## EXHIBIT A: PRICING AGREEMENT

Prepared For: Morrow County, OR

Agreement Date: February 1, 2018

### SOLUTIONS

AlertSense PUBLIC

AlertSense IPAWS

AlertSense INTERNAL

Unlimited Administrators, Internal Users, Public & Subscribers

Set UP / Configuration

Training

24/7/365 Support

### MESSAGING

Standard Texting & Email

Unlimited

Priority (SMS)Texting / Voice Minutes

Unlimited

Mobile App Alerts

Unlimited

All IPAWS Channels (EAS, WEA & COG to COG)

Unlimited

### PRICING

Annual Fee

\$3,350

#### Morrow County, OR

By:

Date:

Printed Name:

Title:



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

(For BOC Use) Item #
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**Please complete for each agenda item submitted for consideration by the Board of Commissioners**  
 (See notations at bottom of form)

Staff Contact: Chair Don Russell  
 Department: Board of Commissioners  
 Short Title of Agenda Item:

Phone Number (Ext):  
 Requested Agenda Date: 01/03/2018

Letter of Support for Morrow County CARE program

<b>This Item Involves:</b> (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 type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>10 minutes</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Reviewed By:

	Department Head	Required for all BOC meetings
<i>DATE</i>		
Darrell J Green	12/29/2018	Admin. Officer/BOC Office
<i>DATE</i>		Required for all BOC meetings
N/A		County Counsel
<i>DATE</i>		*Required for all legal documents
		Finance Office
<i>DATE</i>		*Required for all contracts; other items as appropriate.
N/A		Human Resources
<i>DATE</i>		*If appropriate

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

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

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

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

Andrea Fletcher of Community Health Improvement Partnership of Morrow County requested a letter of support for the 2018 application for funding from Eastern Oregon Coordinated Care Organization. We issued a letter of support in 2017.

**2. FISCAL IMPACT:**

None

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

Motion to provide a Letter of Support for their application to EOCCO for funding to continue providing wraparound services to children and families.

Attach additional background documentation as needed.





## Board of Commissioners

P.O. Box 788 • Heppner OR 97836  
(541) 676-5613

Commissioner Melissa Lindsay, Chair  
Commissioner Don Russell  
Commissioner Jim Doherty

January 18, 2017

Sheree Smith, Director  
Morrow County Public Health  
P.O. Box 799  
Heppner, OR 97836

Dear Chairperson Smith,

The Morrow County Board of Commissioners fully supports continuation of the successful CARE Program in our communities and preservation of employment for the Nurse Care Manager through funding from the Eastern Oregon Coordinated Care Organization Transformation Community Benefit Initiative Reinvestment Continuation Grant beginning March 15, 2017 and ending January 31, 2018.

The need for care coordination and the cooperative development of the CARE Program was identified through a process of community-based assessment. As the chief governing and policy-making body of the county tasked with administrative function, the Commissioners endorse the development and implementation of strategies to improve the local health care system and health status of area residents. We are committed to securing a strong workforce and understand the impact our local health care services have on economic development, as well as improving community livability. We recognize the value of the program and are committed to actively participating with the Community Advisory Council (CAC), as we have since 2013, to maintain effective communication and assist in achieving the goals stated in the Morrow County Health Improvement Plan.

We would like you to know that the CARE Program provides monthly updates to the CAC to help members maintain familiarity with program progress and resource needs, which strengthens the relationships between partners and allows Morrow County the advantage of collaborative community health care planning. Thank you for considering the Morrow County request for funding.

Sincerely,

Handwritten signature of Melissa Lindsay in blue ink.

Melissa Lindsay  
Chair

Handwritten signature of Don Russell in blue ink.

Don Russell  
Commissioner

Handwritten signature of Jim Doherty in blue ink.

Jim Doherty  
Commissioner



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

(For BOC Use)
Item #
7a

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

Staff Contact: Mike Gorman/Justin Nelson
Department: Assessor/County Counsel
Short Title of Agenda Item: Reducing Redemption Period for Property- Public Hearing
Phone Number (Ext): 5626
Requested Agenda Date: 1/3/2018

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:
Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson- 11-27-2017 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.

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

IN THE MATTER OF REDUCING            )  
REDEMPTION PERIOD FOR            )  
PROPERTY SUBJECT TO WASTE        )  
OR ABANDONMENT                    )        ORDER NO.: OR-2018-1

This matter came before the Morrow County Board of Commissioners for hearing on January 3, 2018 pursuant Notification of Property Alleged To Be Subject To Waste Or Abandonment noticed to prior landowner and any lienholders on November 29, 2017, and public notice through the Gazette-Times during the weeks of December 11, 2017 and December 18, 2017 in relation to property owned by Sally Marlatt, tax account#45, tax lot: 2S26E26CC-3300 (640 Elder St., Heppner, Oregon), as described in Exhibit 1, the Board of Commissioners having received testimony and documentation and being fully advised in these premises does **HEREBY FIND THE FOLLOWING FACTS WERE ESTABUSHED BY A PREPONDERANCE OF THE EVIDENCE:**

1. The property owned by Sally Marlatt, tax account#45, tax lot: 2S26E26CC-3300 (640 Elder St., Heppner, Oregon) is located within Morrow County.
2. The property owned by Sally Marlatt, tax account#45, tax lot: 2S26E26CC-3300 (640 Elder St., Heppner, Oregon) has been obtained by Morrow County under a judgment and decree under ORS 312.100 in Morrow County Circuit Court Judgment 17-CV-36855.
3. Notice was provided and given to all persons or entities whose notification was required by Morrow County Ordinance No. MC-C-1-93.

4. The property owned by Sally Marlatt, tax account#45, tax lot: 2S26E26CC-3300 (640 Elder St., Heppner, Oregon), is subject to waste and abandonment as defined in Morrow County Ordinance No. MC-C-1-93.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS HEREBY ORDERS** the tax collector of Morrow County to deed the property owned by Sally Marlatt, tax account#45, tax lot: 2S26E26CC-3300 (640 Elder St., Heppner, Oregon) to Morrow County after the elapse of thirty (30) days from the date of this Order, unless redeemed within said thirty (30) day period.

**IT IS FURTHER ORDERED**, that a copy of this Order shall be mailed by regular first class mail to any owner, lienholder, or other person or entity having an interest in the property who was present at the hearing, requested such written copy, and provided an address to which it should be mailed.

Dated this 3rd day of January, 2018.

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

Attest:

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

\_\_\_\_\_  
Bobbi Childers, County Clerk

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

\_\_\_\_\_  
Jim Doherty, Commissioner/ Vice Chair

Approved as to Form:

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

## **Legal Description of Property**

A portion of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, in the City of Heppner, County of Morrow and State of Oregon, more particularly described as follows:

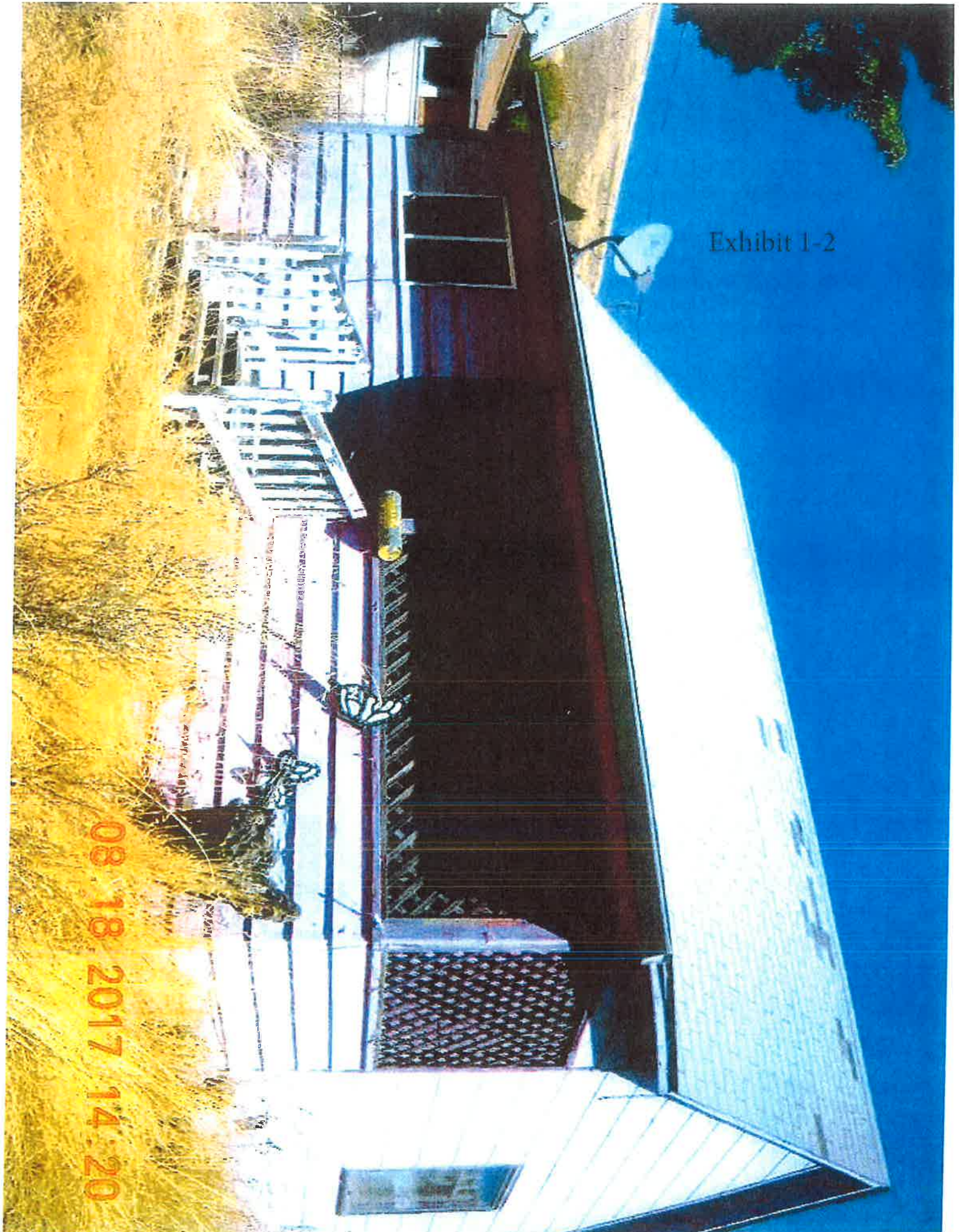
BEGINNING at a point on the West line of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, said point being North 306 feet from the Southwest corner of said Lot 4; thence East 107.5 feet to the East line of said Lot 4; thence North to the North line of said Lot 4; thence West 107.5 feet along the North line of said Lot 4 to the West line of said Lot 4; thence South along the West line of said Lot 4 to the POINT OF BEGINNING.

EXCEPTING THEREFROM a portion of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, in the City of Heppner, County of Morrow and State of Oregon, more particularly described as follows:

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Exhibit 1-2

08 18 2017 14:20



## **Legal Description of Property**

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Exhibit 1-3

BUILDING DIAGRAM

Drawn by Mark Date 12-30-87

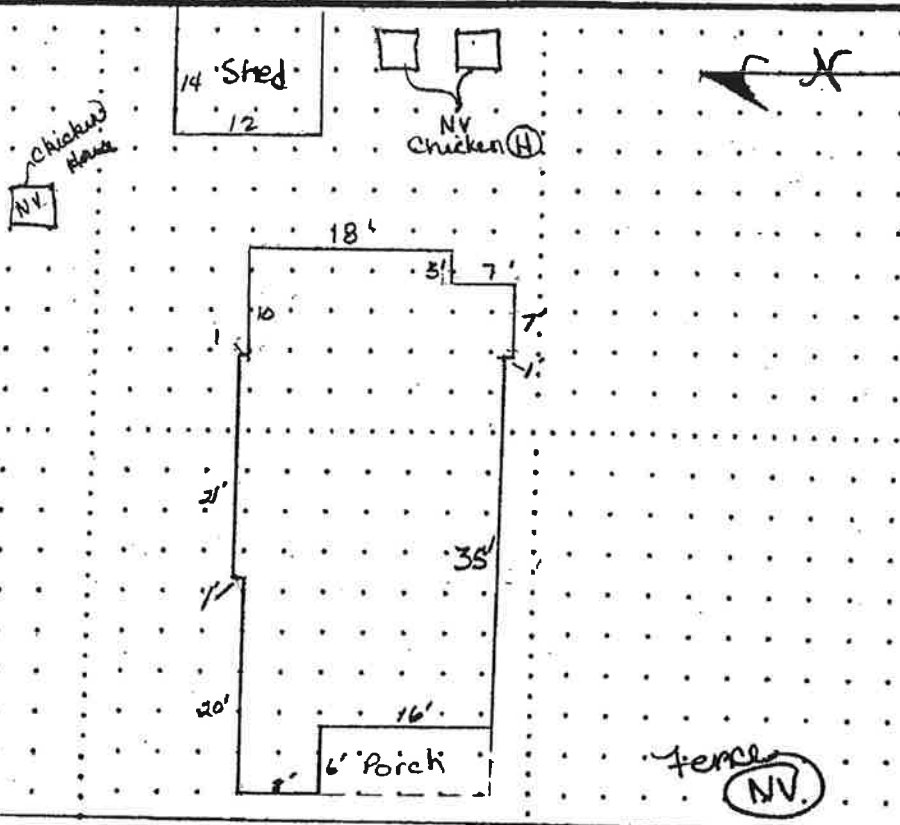
ACCOUNT NO. 25 26 26 CC - 3300

Checked by \_\_\_\_\_ Date \_\_\_\_\_

1-1

Checked by \_\_\_\_\_ Date \_\_\_\_\_

NJ # 45



Elder

REMARKS





## 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

### **NOTIFICATION OF PROPERTY ALLEGED TO BE SUBJECT TO WASTE OR ABANDONMENT**

November 29, 2017

City of Heppner  
PO Box 756  
Heppner, OR 97836

RE: In the Matter of Reducing Redemption Period  
For Property Subject to Waste or Abandonment  
Public Hearing Notice

Person giving notice: Michael D. Gorman  
Title or Position: Morrow County Assessor/Tax Collector

This letter is delivered in accordance with Morrow County Ordinance No. MC-C-1-93. Please be advised a public hearing will be held before the Morrow County Board of Commissioners at 10:00 a.m. on January 3, 2018 to determine whether a reduced period of redemption should be ordered in relation to the below-described real property and tax account.

#### **WARNING**

This property will be deeded to the county immediately after the expiration of 30 days from the date of the decision rendered by the county court as a result of this hearing if the county determines that:

1. The property is subject to waste by an owner in possession of the property, or by a third person acting under permission or control of the former owner; or
2. The property has not been occupied by the owner or any person or entity that appears in the records of the county to have a lien or other interest in the property for a period of six consecutive months and the property has suffered a substantial depreciation in value, or will suffer a substantial depreciation in value, if not occupied.

If the county court makes such a determination, every right or interest of any person in the property will be forfeited forever to the county unless the property is redeemed within the 30 days immediately following the hearing.

The hearing will be held: January 3, 2018

Exhibit 1-3

BUILDING DIAGRAM

Drawn by Markus Date 12-30-87

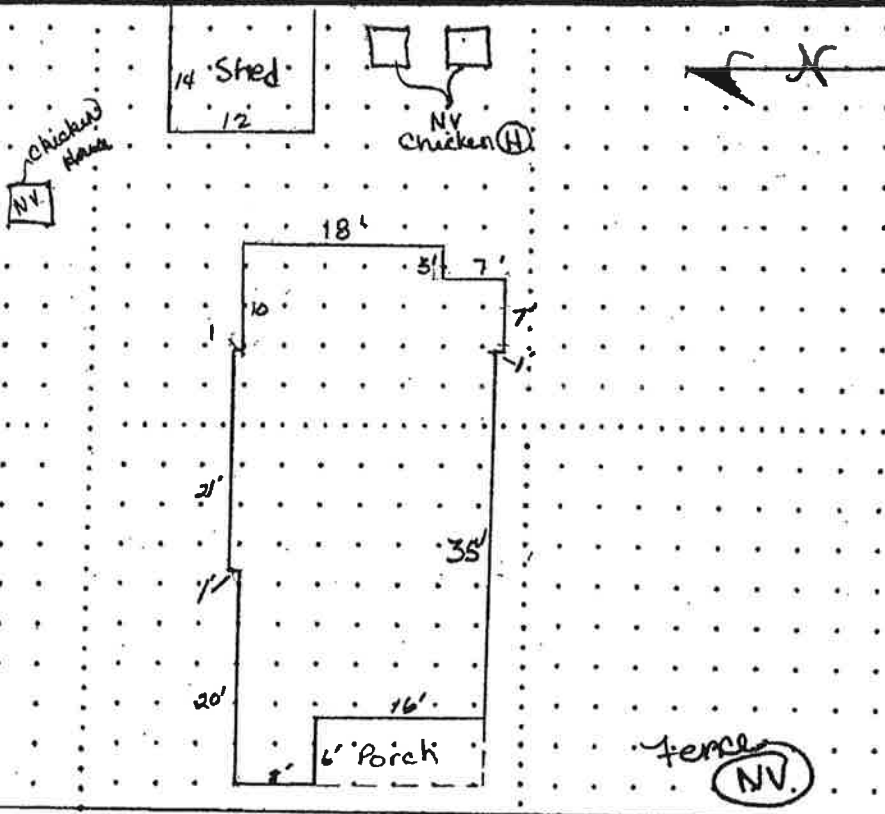
ACCOUNT NO. 25 26 26 CC - 3300

Checked by \_\_\_\_\_ Date \_\_\_\_\_

1-1

Checked by \_\_\_\_\_ Date \_\_\_\_\_

Ny # 45



Elder

REMARKS

10:00 a.m.  
Morrow County Bartholomew Building  
Upper Conference Room  
110 N. Court St., Heppner, Oregon

Date of Judgement: 10/6/2017

Normal end date of period of redemption: 10/6/2019

Name of owner as it appears on the latest tax roll: Sally Marlatt

Legal Description of Property:

A portion of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, in the City of Heppner, County of Morrow and State of Oregon, more particularly described as follows:

BEGINNING at a point on the West line of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, said point being North 306 feet from the Southwest corner of said Lot 4; thence East 107.5 feet to the East line of said Lot 4; thence North to the North line of said Lot 4; thence West 107.5 feet along the North line of said Lot 4 to the West line of said Lot 4; thence South along the West line of said Lot 4 to the POINT OF BEGINNING.

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***Statement describing waste or abandonment:*** Sally Marlatt passed away April 6, 2013 and the house has been vacant with deferred maintenance since that time. She had participated in the Oregon Property Tax Deferral program for Senior Citizens since 1994; this lien against the property has now exceeded \$15,000, nearly half of which is interest. The Senior Deferral Lien must be paid by the county to DOR when the Tax Collector deeds the property to Morrow County. Postponing to the normal end of redemption date will only allow the lien grow larger and the house get further into disrepair. Circuit court case 14PR023 in the matter of her estate was dismissed as insolvent in May of 2015.

If you have any questions regarding your legal rights in this matter, you should consult with an attorney. This is the final notice you will receive prior to the hearing.

Sincerely,

Justin W. Nelson  
Morrow County Counsel

# NOTICE OF FORECLOSURE

MORROW COUNTY TAX COLLECTOR  
PO BOX 247  
HEPPNER, OR 97836  
(541) 676-5607

Aug 14, 2017

MARLATT, SALLY  
136 JACK FARM RD  
TOWNSEND MT 59644

SITUS ADDRESS 640 ELDER ST, HEPPNER 97836

You are hereby required to take notice that Morrow County, Oregon will file in the Circuit Court of the State of Oregon for Morrow County, an application to foreclose the lien of all taxes shown below, and that Morrow County, as plaintiff, will apply to the court for judgement foreclosing such tax liens not less than thirty (30) days from the date of publication.

Any and all persons with a legal interest in any of the property listed below are required to file answer and defense, if any there be, to such application for judgement within (30) days from the date of publication.

TAX ID	CODE	ACCOUNT NO.	YEAR	DELINQUENT TAXES	FEE	INTEREST TO Aug 15, 2017	TOTAL DUE
45	01-01	2S2626CC03300	2016-17	\$712.73		\$57.02	\$769.75
			2015-16	\$705.79		\$169.39	\$875.18
			2014-15	\$677.04		\$270.81	\$947.85
			2013-14	\$721.99		\$404.31	\$1,126.30
			<b>TOTAL DUE</b>	<b>\$2,817.55</b>		<b>\$901.53</b>	<b>\$3,719.08</b>

The 2013-14 tax and interest must be paid in full by August 15, 2017 to remove the property from the foreclosure process. If this payment is made by August 15, 2017 the account will not appear in the newspaper publication of the foreclosure list. This would avoid the 5% penalty assessment.

**The payment must be made in the form of a cashiers check, money order, or cash. Personal checks will not be accepted**

Following is information regarding the Servicemembers' Civil Relief Act. Please read it and if you feel it applies to you, contact this office immediately.

## SERVICEMEMBERS' CIVIL RELIEF ACT NOTIFICATION

If you are on active duty in the armed services, or the dependent of a such person, and you believe that you are entitled to protections afforded under the Servicemembers' Civil Relief Act, please contact the undersigned immediately. Failure to do so may result in the loss of your rights, if any, under the Act. To facilitate follow-up to any response to this notice, please make any response in writing and describe the circumstances which you believe cause you to be entitled to protection under the Act.

If you have any questions about the applicability of the Servicemembers' Civil Relief Act, you should contact a lawyer immediately. The undersigned is not a lawyer and cannot provide you legal advice.

Michael Gorman, Tax Collector

**Please return a copy of this statement with your payment to speed processing.**

10:00 a.m.  
Morrow County Bartholomew Building  
Upper Conference Room  
110 N. Court St., Heppner, Oregon

Date of Judgement: 10/6/2017  
Normal end date of period of redemption: 10/6/2019  
Name of owner as it appears on the latest tax roll: Sally Marlatt

Legal Description of Property:

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**Statement describing waste or abandonment:** Sally Marlatt passed away April 6, 2013 and the house has been vacant with deferred maintenance since that time. She had participated in the Oregon Property Tax Deferral program for Senior Citizens since 1994; this lien against the property has now exceeded \$15,000, nearly half of which is interest. The Senior Deferral Lien must be paid by the county to DOR when the Tax Collector deeds the property to Morrow County. Postponing to the normal end of redemption date will only allow the lien grow larger and the house get further into disrepair. Circuit court case 14PR023 in the matter of her estate was dismissed as insolvent in May of 2015.

If you have any questions regarding your legal rights in this matter, you should consult with an attorney. This is the final notice you will receive prior to the hearing.

Sincerely,

Justin W. Nelson  
Morrow County Counsel

FILED  
MAY 13 2015

2015 MAY 13 PM 1:11

1  
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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON  
5 FOR THE COUNTY OF MORROW

6 In the Matter of the Estate of:  
7 SALLY ELIZABETH MARLATT,  
8 Deceased.

No. 14PR023  
NOTICE OF ABANDONMENT  
(ORS 114.305 (7))

9  
10  
11 The Personal Representative, Stephen F. Mannenbach, hereby gives notice of  
12 abandonment of real property of the decedent located at 640 N Elder Street, Heppner, Oregon,  
13 more particularly described as follows:

14 Commencing on a point on the West line of Lot 4, of Block 1, of Quaid's Addition to the  
15 City of Heppner, 306 feet North from the Southwest corner of said Lot 4; thence East  
16 107.5 feet to the East line of said Lot 4; thence North to the North boundary line of said  
17 lot; thence West along the North boundary line of said Lot 4, 107.5 feet to the West line  
18 of said lot; thence South along the West line of said Lot to the place of beginning.

18 -----on the grounds and for the reasons that the real property has become burdensome and is  
19 valueless inasmuch as the encumbrances against it exceed its value after cost of sale and realtor  
20 commission and it is so encumbered and in a condition that it is of no benefit to the Estate. ORS  
21 114.305(7).

22 Dated this 11<sup>th</sup> day of May, 2015.

23 Respectfully Submitted,

24   
25 Stephen F. Mannenbach, Personal Representative  
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ATTORNEY AND PERSONAL REPRESENTATIVE:  
STEPHEN F. MANNENBACH - OSB #803000  
Attorney for Personal Representative  
PO Box 220  
Dallas, OR 97338  
(503) 623-6052  
(503) 623-6053 fax  
mannenbachlaw@live.com

FILED  
MAY 13 2015

2015 MAY 13 PM 1:11

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MORROW

In the Matter of the Estate of:  
SALLY ELIZABETH MARLATT,  
Deceased.

No. 14PR023  
NOTICE OF ABANDONMENT  
(ORS 114.305 (7))

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-----on the grounds and for the reasons that the real property has become burdensome and is valueless inasmuch as the encumbrances against it exceed its value after cost of sale and realtor commission and it is so encumbered and in a condition that it is of no benefit to the Estate. ORS 114.305(7).

Dated this 11<sup>th</sup> day of May, 2015.

Respectfully Submitted,

Stephen F. Mannenbach, Personal Representative





Stephen F. Mannenbach  
*Attorney at Law*

133 S.W. Academy • P.O. Box 220 • Dallas, Oregon 97338 • (503) 623-6052 Fax (503) 623-6053

June 9, 2015

Morrow County Assessment & Tax  
PO Box 247  
Heppner, OR 97836

RE: The Estate of Sally Elizabeth Marlatt  
Morrow County Case No.: 14PR023

Dear Morrow County Assessment & Tax:

This letter is to advise you that the above referenced Estate has been dismissed as insolvent. There are no assets from which to pay any taxes.

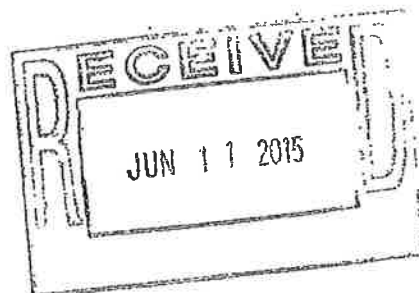
You may want to contact Greater Eastern Oregon Development Corporation (GEODC) at 2016 Airport Rd, Pendleton, OR 97801, (541) 276-6745, Instrument Number 2006-17753, which has a loan on this property to determine whether it will pay any unpaid real property taxes.

Very truly yours,



Stephen F. Mannenbach

SFM/jra  
Enclosures



**STATEMENT OF TAX ACCOUNT**  
**MORROW COUNTY TAX COLLECTOR**  
**P.O. BOX 247**  
**HEPPNER, OR 97836**  
**(541) 676-5607**

18-Aug-2017

Tax Account #	45	Lender Name	
Account Status	A	Lender ID	
Roll Type	Real	Property ID	0101
Situs Address	640 ELDER ST HEPPNER, OR 97836	Interest To	Sep 15, 2017

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2016	ADVALOREM	\$779.25	\$712.73	\$66.52	\$0.00	\$712.73	Nov 15, 2016
2015	ADVALOREM	\$884.59	\$705.79	\$178.80	\$0.00	\$705.79	Nov 15, 2015
2014	ADVALOREM	\$956.88	\$677.04	\$279.84	\$0.00	\$677.04	Nov 15, 2014
2013	ADVALOREM	\$1,135.93	\$721.99	\$413.94	\$0.00	\$721.99	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$421.74	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$427.12	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$425.54	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$416.94	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$404.92	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$377.06	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$426.03	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$520.01	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$542.49	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$537.69	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$534.72	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$533.33	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$504.91	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$484.28	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$473.78	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$433.06	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$447.34	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$406.04	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$392.44	Nov 15, 1994
<b>Total</b>		<b>\$3,756.65</b>	<b>\$2,817.55</b>	<b>\$939.10</b>	<b>\$0.00</b>	<b>\$11,526.99</b>	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
SENIOR DEFERRAL	1-Dec-2011	deceased

Amount Due to Senior Deferral Aug. 2017 - \$8448.17 Tax  
 50.00 gas  
 7018.29 interest  
 -----  
 15,516.46 - Total



Stephen F. Mannenbach  
*Attorney at Law*

133 S.W. Academy • P.O. Box 220 • Dallas, Oregon 97338 • (503) 623-6052 Fax (503) 623-6053

June 9, 2015

Morrow County Assessment & Tax  
PO Box 247  
Heppner, OR 97836

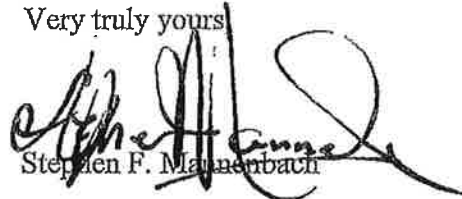
RE: The Estate of Sally Elizabeth Marlatt  
Morrow County Case No.: 14PR023

Dear Morrow County Assessment & Tax:

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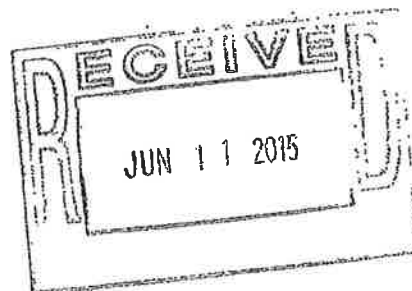
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Very truly yours



Stephen F. Mannenbach

SFM/jra  
Enclosures



Filed 1-13-93  
Barbara Bloodworth  
Morrow County Clerk

IN THE COUNTY COURT OF THE STATE OF OREGON  
COUNTY OF MORROW

IN THE MATTER OF REDUCING REDEMPTION )  
PERIOD FOR PROPERTY SUBJECT TO WASTE ) O R D I N A N C E  
OR ABANDONMENT, AND DECLARING AN )  
EMERGENCY..... ) NO. MC-C-1-93

The County Court for the County of Morrow does ordain as follows:

SECTION 1. SHORT TITLE.

This Ordinance shall be known, and may be cited as the "Reduced Redemption Period Ordinance".

SECTION 2. TRANSFER OF TITLE

The Tax Collector of Morrow County shall deed to the county pursuant to ORS 312.200 any real property sold to the county under ORS 312.100 upon receiving an order of the County Court declaring that :

1. The thirty (30) day period provided in subsection 3.4(3) of this ordinance has expired; and either
  - a. The property is subjected to waste which results in a forfeiture to the County of the right to possession of the property under ORS 312.180; or
  - b. The property has not been occupied by the owner or any person or entity that appears in the records of the county to have a lien or other interest in the property for a period of six consecutive months, and the property has suffered a substantial depreciation in value or will suffer a substantial depreciation in value if not occupied.

SECTION 3. NOTICE AND HEARING

3.1 Any person, individually or in some official capacity, may present such facts as may be within the person's knowledge and belief regarding the condition or circumstances of real property which has been sold to the County pursuant to ORS 312.100. The person shall provide, in writing, the following information:

1. The date of the judgment and decree;
2. The normal date of expiration of the period of redemption under ORS 312.120;
3. A legal description of the property and a tax account number;
4. The name of the owner as it appears on the latest tax roll; and
5. A statement describing the waste or abandonment of the property.

3.2 Upon receipt of a notification described in Section 3.1 of this Ordinance, the County Court shall set a time, date and

place within the county for a hearing held for the purpose of determining whether the property should be deeded to the county prior to the expiration of the normal period of redemption. The time and date established for the hearing shall be not less than 30 days after giving the notice required by subsection 3.3 of this section.

3.3 The county shall notify an owner, or owners, of the property by sending notice to the address of the owner or owners as reflected in the county records of deeds, on the instrument of conveyance of the property which is the subject of the hearing, or as furnished under ORS 311.555 or as otherwise ascertained by the tax collector of the county pursuant to ORS 311.560. The county shall also notify any person or entity that then appears in the records of the county to have a lien or other interest in the property which is the subject of the hearing; notice shall be addressed to the lienholder, person or entity at the address which the county knows, or after reasonable inquiry has reason to believe, to be the address at which the lienholder, person or entity will most likely receive actual notice. In all cases, notice shall be sent by both certified mail and by regular first class mail.

The notice required by this section shall contain:

- a. The date, time and place of the hearing;
- b. The date of the judgment and decree;
- c. The normal date of expiration of the period of redemption under ORS 312.120;
- d. A legal description of the property and a tax account number;
- e. The name of the owner as it appears on the latest tax roll; and
- f. A warning which shall read as follows: "This property will be deeded to the county immediately after the expiration of 30 days from the date of the decision rendered by the county court as a result of this hearing if the county determines that:

1. the property is subject to waste by an owner in possession of the property, or by a third person acting under permission or control of the former owner; or

2. the property has not been occupied by the owner or any person or entity that appears in the records of the county to have a lien or other interest in the property for a period of six consecutive months and the property has suffered a substantial depreciation in value, or will suffer a substantial depreciation in value, if not occupied.

If the county court makes such a determination, every right or interest of any person in the property will be forfeited forever to the county unless the property is redeemed within the 30 days immediately following the hearing."

Filed 1-13-93  
Auburn Bloodworth  
Morrow County clerk

IN THE COUNTY COURT OF THE STATE OF OREGON  
COUNTY OF MORROW

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4. The name of the owner as it appears on the latest tax roll; and
5. A statement describing the waste or abandonment of the property.

3.2 Upon receipt of a notification described in Section 3.1 of this Ordinance, the County Court shall set a time, date and

3.4 The hearing provided by this section shall be conducted as follows:

1. First heard shall be those persons asserting that the property is subject to waste or abandonment, who shall present facts which support the following findings:

- a. that the property is located within Morrow County;
- b. that the property has been sold to the county under a judgment and decree under ORS 312.100;
- c. that notice as provided herein has been given to all persons or entities whose notification is required by this Ordinance; and
- d. that the property is subject to waste or abandonment as described in this Ordinance.

2. Those persons objecting to a determination that the property is subject to waste or abandonment shall then present any facts which might tend to contradict the information presented pursuant to subsection 3.4(1) of this section.

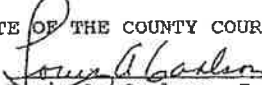
3. At the conclusion of the hearing, if the county court determines by a preponderance of the evidence that the property (1) is located within Morrow County, (2) has been sold to the county under a judgment and decree under ORS 312.100, (3) that notice has been given as required to the proper persons or entities, and (4) that the property is subject to waste or abandonment as described in this Ordinance, then the county court shall order the tax collector of the county to deed the property to the county after the elapse of 30 days, unless redeemed within said 30-day period.


4. The county court shall reduce its findings and conclusions to writing, and shall mail a copy thereof, by regular first class mail, to any owner, lienholder, or other person or entity having an interest in the property who was present at the hearing, requested such written copy, and provided an address to which it should be mailed.

SECTION 4. EMERGENCY/EFFECTIVE DATE.

As it is necessary for the health, safety, welfare, comfort, and convenience of the people of Morrow County that this ordinance shall have immediate effect, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval by a unanimous vote of those members of the County Court present at this meeting.

PASSED BY A UNANIMOUS VOTE OF THE COUNTY COURT this 13 day of January, 1993.

  
Louis A. Carlson, Judge

  
R.J. French, Commissioner

  
Donald C.J. McElligott, Commissioner

ATTEST:  
  
County Clerk



MORROW COUNTY, OREGON

NOTIFICATION OF PROPERTY ALLEGED TO BE SUBJECT  
TO WASTE OR ABANDONMENT

Person giving notice: \_\_\_\_\_  
Title or Position: \_\_\_\_\_

Legal Description of Property:

Date of Judgment or Decree of Foreclosure: \_\_\_\_\_

Normal date of expiration of period of redemption: \_\_\_\_\_

Name of owner as it appears  
on the latest tax roll: \_\_\_\_\_

Statement describing waste or abandonment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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- c. that notice as provided herein has been given to all persons or entities whose notification is required by this Ordinance; and
- d. that the property is subject to waste or abandonment as described in this Ordinance.

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ATTEST:   
*[Signature]*  
County Clerk

*[Signature]*  
Louis A. Carlson, Judge  
*[Signature]*  
R. J. French, Commissioner  
*[Signature]*  
Donald C. J. McElligott, Commissioner

FILED  
MORROW COUNTY  
CIRCUIT COURT

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
COUNTY OF MORROW

AUG 28 PM 3:29

TRIAL COURT ADMINISTRATOR

BY: SAW

Morrow County, a political )  
Subdivision of the State of )  
Oregon, plaintiff, )

vs. )

Daniel Combes, Laura Combes, )  
J P Morgan Chase Bank, R. Shane )  
Laughlin, Juan Alfredo Lopez Barajas, )  
Sally Marlatt, Noe Honorio Melendez, )  
Elizabeth Melendez, and any or other )  
unknown persons having or claiming to )  
have some right, title, or interest in the real )  
property herein described, defendants. )

APPLICATION FOR  
JUDGMENT

CASE NO. 17 CV 36855

The plaintiff, Morrow County, Oregon, and for cause of suit against the defendants above named,  
complains and alleges:

I.

That the plaintiff is a duly organized county of the State of Oregon and body politic and  
corporate under and by virtue of a constitution and laws of the State of Oregon.

II.

That the tax collector of said county has prepared a list of all real property in said county subject  
to foreclosure for delinquent taxes on May 16, 2017; that said foreclosure list was prepared under  
the provisions of ORS Chapter 312, and contains the names of the several persons appearing in  
the latest tax roll, as the respective owners of the tax delinquent properties, a description of each  
such property as the same appears in said latest tax roll, the year or years for which taxes are  
delinquent on each property, together with the principal amount of the delinquent taxes of each

year and the amount of accrued interest thereon to the 15th day of September, 2017; that a copy of said list, marked "Exhibit A," is attached hereto and made a part of this complaint as if incorporated herein.

III.

That said foreclosure list includes all real properties appearing on the tax rolls in the office of the tax collector of said county on which taxes have been delinquent for more than three (3) years from the earliest date of such delinquency of such taxes levied and charged thereon, have not been paid, and that by reason of the expiration of more than three (3) years from the earliest date of delinquency, together with all special assessments, fees or other charges charged against the properties subject to foreclosure, which are due and unpaid for any year or years for which ad valorem taxes are due, the liens of all such delinquent taxes, special assessments, fees or other charges against each of the several properties included in the said foreclosure list have become subject to foreclosure under the provisions of ORS Chapter 312.

IV.

That the amounts shown by said foreclosure list to be due and owing against the several parcels of real property described therein include all taxes for 2016-17 and prior years which were unpaid and delinquent on May 16, 2017, together with the accrued interest thereon that the several defendants and each and every other person owning or claiming to own, or having or claiming to have any interest in any of said properties have neglected and refused to pay such delinquent amounts and interest and that there is due, and unpaid to plaintiff, Morrow County, the respective sums set out in said foreclosure list after the description of each of the several properties and in addition thereto, interest on each of said sums at the rate of 1.3333 percent per

month.

V.

That the defendants above named include each and every person appearing on the latest tax roll as the owner or owners of the several properties described in said foreclosure list on which the listed amounts remain delinquent and unpaid as of August 28, 2017.

VI.

That where any reference is made to an assessor's tax lot number in describing, any parcel of property in said foreclosure list, such reference is to the record, as of July 1, 2017, made and kept by the Assessor of Morrow County, Oregon, of descriptions of real property for such county, which said record constitutes a public record by virtue of ORS 308.240.

VII.

That said defendants above named, including any unknown owners, have or claim to have some interest or estate in the several properties described therein but whatever interest or estate they may have or claim to have is inferior and subject to the tax liens of the plaintiff.

VIII.

That where certain pieces and parcels of the real properties described in said foreclosure list are held under outstanding registration of ownership documents, plaintiff will apply to the court for the cancellation of all such ownership documents and for authorization to take such action as is necessary under the provisions of Chapter 478, Oregon Laws 1971, so as to properly vest title to such properties of record in the plaintiff.

IX.

That each of the properties described in said foreclosure list were duly listed for taxation in or for

each of the specified years and the assessments, equalization, levies of taxes and all other acts required by law to make such taxes first liens on said properties were duly and regularly made and done, and that the liens and claims of plaintiff to each of the several properties are first liens and paramount to any other interest, title, estate or claim in or on any of said properties.

WHEREFORE, plaintiff prays for judgment of this court for the full amount of taxes, special assessments, fees or other charges, and interest due on and charged against each of the several properties included in said foreclosure list, together with interest thereon at the rate of 1.3333 percent per month from 15th day of September, 2017, to the date of such judgment, and accruing interest on said judgment at the legal rate of interest; and

FOR a judgment that the several amounts of such taxes, special assessments, fees or other charges and interest are first liens on the respective parcels of real property included in said foreclosure list and that such liens are paramount and superior to any and all claims to such properties by defendants, or any of them, or by any and all claims to such properties by any other person, known or unknown, owning or claiming to own, or having or claiming to have, any lien thereof, or right, title or interest therein; and that each and all of them be forever foreclosed and barred from asserting any claim whatsoever to any of said real properties adverse to the liens and claims of plaintiff, its successors or assigns, excepting only the right of redemption as provided by law and that the several properties against which the judgment is entered shall be ordered sold to Morrow County for the respective amounts of taxes and interest for which such properties severally are liable; and

That the clerk of the court be directed to serve on the Tax Collector of Morrow County, a

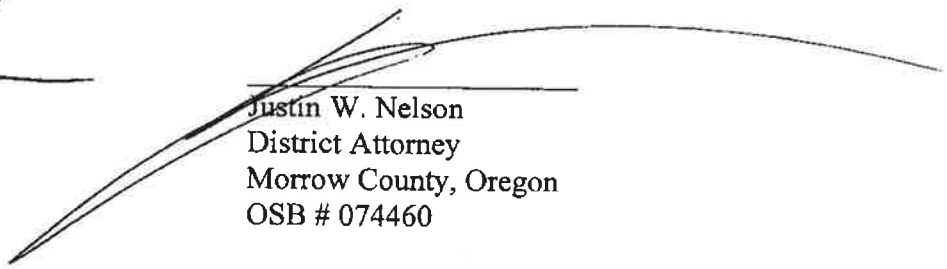
certified copy of the judgment, included in which shall be a list of the properties so ordered sold, with the several amounts due thereon and that said judgment, so delivered to the Tax Collector, shall constitute and be considered to all intents and purposes a certificate of sale to the county for each of the properties therein described; and that said Tax Collector shall take further steps in the matter as are provided by law; and

FURTHER, that where any parcel of real property covered by such judgment is under registration of ownership document, such ownership document shall be canceled, and that such further action shall be taken under the provisions of ORS 446.003 to 446.995 and ORS 93.010 to 93.990, so as to properly vest title to such properties of record in the plaintiff; and  
FOR such further relief as may be just and equitable in the premises.

Dated: August 28, 2017



Michael Gorman  
Tax Collector  
Morrow County, Oregon



Justin W. Nelson  
District Attorney  
Morrow County, Oregon  
OSB # 074460

EXHIBIT "A"

2017 FORECLOSURE LIST ISSUED BY MORROW COUNTY

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 09-15-17	TOTAL DUE
9838	COMBES, DANIEL A & COMBES, LAURA M PO BOX 276 IRRIGON OR 97844-0276	10-01	5N2623B000202	2016-17	2,414.87	225.39	2,640.26
				2015-16	2,465.84	624.69	3,090.53
				2014-15	2,418.73	999.75	3,418.48
				2013-14	3,048.55	1,377.21	4,425.76
					Total amount due		13,575.03
8357	JPMORGAN CHASE BANK 3415 VISION DR COLUMBUS OH 43219	10-01	5N2635C000220	2016-17	1.32	0.18	1.50
				2015-16	1.40	0.41	1.81
				2014-15	1.41	0.64	2.05
				2013-14	1.82	0.88	2.70
					Total amount due		8.06
760	LAUGHLIN, R SHANE PO BOX 932 HEPPNER OR 97836	01-01	2S2635CA00900	2016-17	340.18	31.75	371.93
				2015-16	334.96	84.85	419.81
				2014-15	323.16	133.57	456.73
				2013-14	425.00	192.71	617.71
					Total amount due		1,866.18
4624	LOPEZ BARAJAS, JUAN ALFREDO PO BOX 313 BOARDMAN OR 97818	25-04	4N2520A006900	2016-17	545.74	50.94	596.68
				2015-16	586.18	148.50	734.68
				2014-15	521.81	215.68	737.49
				2013-14	647.28	288.71	935.99
					Total amount due		3,004.84
45	MARLATT, SALLY 186 JACK FARM RD TOWNSEND MT 59644	01-01	2S2626CC03300	2016-17	712.73	66.52	779.25
				2015-16	705.79	178.80	884.59
				2014-15	677.04	279.84	956.88
				2013-14	909.82	413.94	1,323.76
					Total amount due		3,944.48
10272	MELENDEZ, NOE HONORIO & ELIZABETH 524 SW ANTHONY DR BOARDMAN OR 97818	25-01	4N2517DA05019	2016-17	2,288.13	213.56	2,501.69
				2015-16	2,380.07	602.95	2,983.02
				2014-15	2,182.88	902.25	3,085.13
				2013-14	666.96	118.13	785.09
					Total amount due		9,354.93

## Administrator's Monthly Report for December of 2017

- 1) North County Building- We selected Crow Engineering to assist us in the first stage of planning our North County Building. We signed a Memorandum of Engagement with Crow Engineering along with receiving a draft of their Scope of Work to provide services starting in January of 2018.
  
- 2) Public Works North County Building- We are making progress with BPA so that Steve Haddock can complete his survey and plat.
  
- 3) Retirement Plan- We received updates from Milliman along with McGee Wealth Management about our retirement plan
  
- 4) Budget for 2018/19- Kate and I are ramping up for the upcoming Budget Sessions.
  
- 5) Department Directors and Elected Officials- I was able to meet with a few Department Directors and Elected Officials this month. Matt S was kind enough to provide a tour of where and what was going on with the County roads.



1/2/18

Morrow County Fair Report:

Fair dates for 2018 are August 13-19

The Oregon Fairs Association annual convention was held in Albany on October 26-29, Cody High and myself attended this. Great networking opportunity with other fairs and entertainers. OFA 2018 Spring Leadership Conference will be held May 4-5 in Hermiston at the EOTEC, Umatilla County may contact us if they are needing any help.

The dance hall and annex are continuing to be used for various events from 4-H, school groups, community groups and private individuals. The Wilkinson Arena is being used more now that the weather has changed. It was suggested by a few people that have used the building that the fair look at purchasing some kitchen items, (utensils, pots, pans, etc.) as they would like to have those items there and not have to bring in their own.

As of the December 13<sup>th</sup> Fair board meeting there had not been a hire on the 4-H agent and the position has been reopened.

The fair board is working on obtaining sponsorship dollars to put on an extra event this spring during the St. Patrick's weekend in Heppner. They are looking at holding a Challenge of Champions Bull Riding tournament.

I have been working on re-entering the premium book in the program with all the changes that the superintendents wanted to see.

We are working on fair entertainment ideas, looking at what we can do to bring people in each day.



## MORROW COUNTY DISTRICT ATTORNEY

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

Justin Nelson: District Attorney  
 Richard Tovey: Deputy District Attorney  
 Cynthia M. Greenup: Office Manager  
 Deona Siex: Victim Assistance Director  
 Debbie Peck: Support Enforcement

December 28, 2017

TO: Morrow County Board of Commissioners

FROM: Justin Nelson  
 Morrow County District Attorney  
 Morrow County Counsel

RE: Department Report

### 1. District Attorney Office

- a. Child Support and Victim Assistant Office Switch
  - i. Moved Deona's office to the old Jail area.
  - ii. Why move:
    1. Any time a victim needed to use the restroom or leave the courthouse, they needed to walk by the public area of the courthouse. For trials and motion hearings we have had defendant families sit downstairs, and we had heard concerns from victims of intimidation.
    2. New office location is more secure and private. Still allows us to have our secure file storage for all of our offices- DA Office, victim assistant, and child support.
    3. Setting up the office to be more family friendly. Using grant funding for television, games, couches, toys, etc. Whatever we can do to make it more comfortable for victim families who might be staying days in the same location (for trials).
- b. Been busy with more complex cases.
  - i. Cases like the high speed case through Heppner have become far more complicated and involve criminal activity in 2-3 different states, and several locations throughout those states. Trying to piece it all together has been time consuming for both law enforcement and the DA Office.
- c. Trial and parking
  - i. A few weeks ago a civil trial occurred- trial involved a lawsuit for damage done by a fire spreading to a adjacent landowners property.
  - ii. The trial lasted 3-4 days, and parking was an issue at that time.
  - iii. Just wanted to bring it up because criminal felony trials involve the same type of limitations on parking, and have more issues if the defendant is a inmate.
  - iv. Trial is presently (at the time of this memo) set for January 4 and 5, case is a felony charge with the defendant in-custody. If the trial does occur on January 4 and 5, January 4 will be a terrible day for parking. We will have jury coming on, and also

all of the other court matters set for that Thursday.

- d. Upcoming Circuit Court Trials (Only including trials- does not include arraignments, pre-trials, motions, probation violation hearings. Etc.)
  - i. 1/4-5/2018: Joel Rodriguez- Jury Trial- Assault 2
  - ii. 1/5: Juvenile detention hearing
  - iii. 1/24-26/2018: Maynor Alberto Granados- Jury Trial- Rape and Sex Abuse
  - iv. 2/7-9/2018: Phillip Ray Halladay- Jury Trial- Felony Assault 4
  - v. 2/8/2018: Tamar Seleh Drake-Winn- Jury Trial- Burglary and Assault
  - vi. 2/13/2018: Benjamin Delacruz Perea- Jury Trial- Assault 4 Felony
  - vii. 3/21-23/2018: Preston Joe Morris- Jury Trial- Robbery
  - viii. **NOTE:** For any new arrests, the court will set trials within 60 days of the arrest, so new trials are always being added if needed. The court may also add trials in the end of February or March for out of custody defendants if the court believes there is a judge available to hear the matters.

## 2. County Counsel

- a. Many different projects that both Richard and myself are working on.
  - i. Examples:
    - 1. North end facility
    - 2. Nuisance Ordinance update to add provisions for properties that continue to have criminal activity occur- already in place in the City of Boardman.
    - 3. Constant review of any contract/agreement/MOU that is presented to the BoC.
- b. Many of the specific items we are working on are currently attorney/client confidential and should not be discussed during a public meeting at this time.