

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Tuesday, December 20, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

**AMENDED**

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
  - a. Accounts Payable and Payroll Payables
  - b. Minutes: November 23<sup>rd</sup>, December 7<sup>th</sup> & 14<sup>th</sup>
  - c. ~~Contract for Coordinator Services, Local Public Safety Coordinating Council~~
  - d. Contract with GSI Water Solutions, Inc., for Water Coordination
  - e. Contract with Patriot Building & Grounds Maintenance, Janitorial Services for North and South County Buildings
5. **Business Items**
  - a. Request from Ron McKinnis to Sign “Sixth Street Replat”
  - b. Ione Gas Station Update (Commissioner Lindsay)
  - c. U.S. Forest Service 21 Road Discussion (Eric Imes, Public Works Director)
  - d. Compensation Board Appointment (Lindsay Grogan, Human Resources)
6. **Department Reports** – None Scheduled
7. **Commissioner Liaison Reports**
8. **Correspondence**
9. **Commissioner Reports**
10. **Signing of documents**
11. **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 Lutcher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Chair Jim Doherty, (541) 571-0584.

## **Zoom Meeting Information**

<https://zoom.us/j/5416762546>

Password: 97836

Meeting ID: 541-676-2546

### **Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:**

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

**Morrow County Board of Commissioners Meeting Minutes  
November 23, 2022  
Bartholomew Building Upper Conference Room  
Heppner, Oregon**

**Present In-Person**

Chair Jim Doherty, Commissioner Melissa Lindsay, Commissioner Don Russell, Justin Nelson, Roberta Lutchter, Brian Snyder, Tamra Mabbott, John Bowles, Mike Haugen, Eric Imes, Katie Imes, Todd Lindsay, Lisa Pratt

**Present Via Zoom**

Paul Gray, Nathen Braun, Jeff Wenholz, Kelsey Crocker, Linda Skendzel, Kevin Ince, Rick Stokoe, Julie Baker, Lindsay Grogan, Mike Gorman, SaBrina Bailey-Cave, Kirsti Cason, Samantha Ramirez, Heidi Turrell, Robin Canaday, Aaron Moss, Yvonne Morter, Bill Saporito, Ana Pineyro, Debbie Radie, Lisa Mittelsdorf, Patrick Collins

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

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

Commissioner Lindsay requested to remove the November 11<sup>th</sup> minutes and the Accounts Payable.

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

1. *Payroll Payables*
2. *Minutes: November 16<sup>th</sup>*
3. *Oregon Department of Transportation (ODOT) Statewide Transportation Improvement Fund (STIF) Discretionary Grant Application, Fiscal Year 2023-25 funding cycle for the Boardman/Port of Morrow Circular Fixed Route; \$302,000; and authorize Chair Doherty to sign on behalf of the County*
4. *ODOT STIF Discretionary Grant Application, FY 2023-25 funding cycle for the Heppner/Boardman Connector Fixed Route; \$302,000; and authorize Chair Doherty to sign on behalf of the County*
5. *Oregon Department of Emergency Management, Emergency Management Performance Grant No. 22-524; reimbursement for Project Costs between July 1, 2022 and June 30, 2023; \$65,584; and authorize Chair Doherty to sign on behalf of the County*
6. *Property Tax Refund: Aylett, et al., \$10,475.18*
7. *Property Tax Refund: Keven Haguewood, \$2,724.86*

*Commissioner Russell seconded. Vote: Unanimous approval.*

**Accounts Payable**

Commissioner Lindsay asked Finance Director, Kevin Ince, about the following payment: American United Life Insurance – Rework DC (Defined Contribution) Plan, \$100. He said he would look into it and report back to her.

*Commissioner Lindsay moved to approve the Accounts Payable, as presented. Commissioner Russell seconded. Vote: Unanimous approval.*

November 9<sup>th</sup> Minutes

Commissioner Lindsay said she wanted to listen to the audio because she didn't think the statement attributed to her about contract-holders not being in Department Head meetings was accurate. She said her statement was that contracts needed to move to Mr. Ince for consistency.

**Business Items**

Intent to Award – Request for Proposals (RFP) for Water Coordinator

Tamra Mabbott, Planning Director

Ms. Mabbott explained the County issued an RFP for professional services for water coordination. One proposal was received and reviewed by a committee consisting of herself, Commissioner Lindsay, Jacob Cain, Kevin Payne, J.R. Cook and Randy Jones, she said. An interview also took place and the committee agreed by consensus to award the contract to GSI Water Solutions, Inc. She said she would return with the contract after the end of the protest period, November 30<sup>th</sup>.

*Commissioner Russell moved to authorize the Planning Department Director to announce the award and proceed with the contract for final review by the Board of Commissioners.*

*Commissioner Lindsay seconded. Vote: Unanimous approval.*

Oregon Health Authority (OHA) Program Element 75: Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Services

Robin Canaday, Public Health Director

The new Program Element (PE) is intended to fund Local Public Health Authorities in Morrow and Umatilla Counties to hire one staff each. The staff will support the implementation of OHA's Public Health Workplan to reduce exposure to high levels of nitrates in domestic well drinking water found in the LUBGWMA. Ms. Canaday reviewed the types of services that will be provided – well water screening events for up to 4,500 wells, obtain water samples, access to OHA-funded water treatment systems, etc.

Chair Doherty said assurances were obtained from the state that the funds will not expire. They're building PE 75 as an ongoing concern, he said.

*Chair Doherty moved to direct Public Health to work with Human Resources to implement and accept PE 75. Commissioner Lindsay seconded. Vote: Unanimous approval.*

Update on Nitrate Emergency Fund Expenditures

Paul Gray, Emergency Manager

Mr. Gray provided the following breakdown of funds:

- Response (fuel, equipment, canopies, portable toilets, etc.): \$8,880.98
- Filters & Installation: \$57,309.75
- Advertising (Facebook, public relations consultant, etc.): \$15,463.86
- Water Delivery: \$24,436.15
- Temporary Employees: \$5,106.78
- Testing: \$13,804.89
- Total: \$125,002.41

Various discussions, including a lengthy back and forth amongst the Commissioners about the financial assistance from the Boardman Business Coalition headed by Debbie Radie. There was no resolution to the issues discussed or decisions made.

#### Oregon Department of Human Services Intergovernmental Grant Agreement #178249 – Water Deliveries

This IGA reimburses the County for all water deliveries from July 1, 2022-March 30, 2023. Chair Doherty said if the state “gets on board and starts taking over this,” the amount may suffice.

*Commissioner Russell moved to approve the Oregon Department of Human Services Intergovernmental Grant Agreement No. 178249; effective when fully executed but may start on July 1, 2022 and expire on March 30, 2023; not-to-exceed amount \$55,000; and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Vote: Unanimous approval.*

#### Request to Approve Patrol Lieutenant Job Description

Sheriff John Bowles and Undersheriff Brian Snyder

Sheriff Bowles asked to reclassify the Operations Lt. to Patrol Lt., saying the position was covered within the current budget. The Patrol Lt. would manage the Patrol Division and directly supervise the Patrol Sergeants.

Human Resources Director, Lindsay Grogan said it was an official reclassification but was outside the reclassification process because the Sheriff was asking to replace a position already funded with a lower budgeted position, so the money was there. It’s just asking to fund a new position with funds already budgeted for a higher classified position, she added.

*Commissioner Russell moved to approve the Patrol Lt. Job Description with no additional budget appropriations. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay asked if the Operations Lt. position needed to be eliminated, and whether that should be part of the motion. Sheriff Bowles commented it would be eliminated. Ms. Grogan said the Operations Lt. would no longer be funded; it’s being transferred to a new position, in other words, replacing the position in the motion to show it will no longer be funded. Chair Doherty asked if Commissioner Russell wanted to withdraw his motion. Commissioner Russell said he was “ok” with the way it was, people understand it. The Sheriff said he was not hiring additional people. Chair Doherty said it was on the record. Commissioner Lindsay said she had this conversation with a different Department Head who wanted to promote someone and she explained there needed to be a job to promote to and that it would have to go through the reclassification process. She stated again her preference to eliminate the other FTE (full-time equivalent) if a position was being added. Commissioner Russell withdrew his motion.*

*Commissioner Russell moved to approve the Patrol Lt. position and eliminate the Operations Lt. position. Commissioner Lindsay seconded. Vote: Unanimous approval.*

#### Request to Purchase Dispatching Software

Katie Imes, Transit Manager, The Loop/Public Transit

Ms. Imes explained that a request for qualifications was issued and the panel that reviewed the responses recommended awarding the contract to Ecolane.

*Commissioner Russell moved to award the contract for dispatching software and implementation to Ecolane in the amount of \$42,310; and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Vote: Unanimous approval.*

#### Discuss National Association of Counties' Funding Request to State Associations for a National Center for Public Lands Counties

Chair Doherty said he was ambivalent on this topic and the Eastern Oregon Counties Association performed some of the same functions.

Commissioner Russell said Morrow County paid dues to EOCA through a formula based on the amount of PILT (payments-in-lieu-of taxes) funds received so he would prefer to pass. The Board agreed by consensus to not respond to the request.

#### **Old Business**

##### County Cistern

Eric Imes, Public Works Director

Mr. Imes said after assessing the situation, he determined the cylindrical cistern could be removed by his crew for about \$20,000. Crew availability might mean it won't take place until around April of next year. However, funding the work cannot come from the Road budget, he added.

Commissioner Russell said the Columbia River Enterprise Zone (CREZ) Board could earmark funds specifically to WCVEDG to reimburse the County, or provide the funds directly to the County with the 2022 money coming in to CREZ.

Because the cistern is surrounded by property owned by the Willow Creek Valley Economic Development Group, County Counsel Justin Nelson, said to be sure to obtain that group's approval.

*Commissioner Russell moved to approve the Public Works Director and crew getting the work done. If they are unable, the County will go out for an RFP and bring the results back to the Board. Commissioner Lindsay seconded. Vote: Unanimous approval.*

#### **Department Reports**

- The Road Department Monthly Report was reviewed by Mike Haugen, Assistant Road Master

#### **Commissioner Liaison Reports**

Chair Doherty asked GIS Planning Tech, Stephen Wrecsics, to address the Board on an idea for photos or artwork in the new Morrow County Government Center (MCGC) Building.

Mr. Wrecsics said a group of employees in the building have come up with some ideas for adding interest to the walls, which remained rather sterile. He showed the Board several historic

photos of the Irrigon area, including the Irrigon Rail Station. He asked two things: 1.) Could a committee be formed to bring forward ideas, and 2.) Could a source of funding be identified to pay for the resulting photos or artwork? Chair Doherty and Commissioner Russell expressed support for the effort and asked that the committee's findings come back to the Board. Commissioner Russell added he'd spoken to Mr. Ince and there appeared to be some money left in the MCGC building fund.

### **Correspondence**

- Portland State University, Population Research Center, Preliminary 2022 Population Estimate for Morrow County: 12,315
- Notice from the Office of Governor Kate Brown: Frequently Asked Questions about Governor Brown's Marijuana Pardons

### **Commissioner Reports**

- Commissioner Russell reported on last week's Association of Oregon Counties' Annual Conference in Eugene. He said Commissioners-Elect David Sykes and Jeff Wenholz travelled to and from the conference with him. He said he also took time during the meetings to introduce them to a variety of people from around the state.

Commissioner Russell spoke about the previous evening's weather event (ice) that resulted in at least 12 calls for an ambulance in a 90-minute period in the Boardman area. He said it overwhelmed the system and points out another reason why the Board should support Boardman Fire Rescue District's application for an ambulance license so when these events do occur, people can get help.

Sheriff Bowles said it overwhelmed the emergency systems in Morrow, Umatilla and Gilliam Counties.

Undersheriff Snyder said he was at the scene and had to wait just over an hour for medical response for two people trapped in a vehicle. All EMS (Emergency Medical Services) was overwhelmed but when Boardman had resources that couldn't be used, it was hard. We could have potentially had help on the scene and other scenes a lot quicker, he said.

Chair Doherty said he appreciated that but emails could be pulled up on such matters. Eighteen months ago some folks we were working with had the ability to sign an intergovernmental agreement under the Ambulance Service Area (ASA) Plan (Commissioner Lindsay clapped). They could have been operating the last 18 months, he said.

Commissioner Russell said the first thing is to have an ambulance license, it doesn't have anything to do with the ASA.

Commissioner Lindsay responded, "In your legal opinion, which is not a legal opinion. Three lawyers think differently," but she said she was happy to hear his.

Chair Doherty said 18 months ago, if they'd worked with partners in the IGA under the ASA, they'd probably have had the transport license 18 months ago. We need to bear that in mind, he added.

Commissioner Russell said the County hired Elizabeth Heckathorne as mediator and both parties agreed to that and now one party doesn't want to participate in that, for whatever reason.

Commissioner Lindsay said it was because Commissioner Russell bullied them out of the room just like he bullied her to shut up.

Commissioner Russell said he didn't bully anybody out of the room.

Commissioner Lindsay said that's what most people said.

Commissioner Russell said, "I was the only one that left the room. The Undersheriff is here and I talked to the representative from the Boardman Police Department and..." (Commissioner Lindsay laughed.) "...There was no bullying reported to me by the Undersheriff at the time, now Sheriff, but I wasn't in there so I don't know."

Commissioner Lindsay said that was the takeaway from the person who said they were bullied and they had the right to their feelings.

- Commissioner Lindsay reported on various panel discussions during the AOC Conference. She also went on to thank Karie Walchli, Morrow County Tourism Consultant, for the table she set up during the County Product Tasting event. Morrow County had one of the best exhibits, she said.

Chair Doherty said the Executive Session scheduled was being suspended. It may or may not come back in some form as we pursue the work down the road.

### **Signing of documents**

**Adjourned:** 10:45 a.m.

**Morrow County Board of Commissioners Meeting Minutes**  
**December 7, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Jim Doherty, Commissioner Don Russell, Kevin Ince, Roberta Lutcher, Justin Nelson, Tony Clement, Mike Gorman, Eric Imes, Greg Close

**Present Via Zoom**

Commissioner Melissa Lindsay, Sandi Pointer, Debbie Radie, Andrea Di Salvo, SaBrina Bailey-Cave, Lisa Mittelsdorf, Torrie Griggs, Deona Siex, Lisa Pratt, Marty Broadbent, Heidi Turrell, Kelsey Crocker, Jasmine Garcia, Lindsay Grogan, Robin Canaday, Emily Roberts, Jeff Wenzholz, Yvonne Morter, Marie Shimer, Kirsti Cason, Kathy Street, Jessy Rose, Linda Skendzel, Erika Lasater

**Call to Order & Pledge of Allegiance:** 9:03 a.m.

**City & Citizen Comments:** None

**Open Agenda**

Chair Doherty said Business Items a, b and c were at the request of Commissioner Lindsay. He said he wanted to move Items b and c to next week (Item b: Select Fourth Alternate to the Columbia Development Authority Board; Item c: Select Alternates to the Columbia River Enterprise Zone II and III Boards). Doing so would allow for more due diligence and outreach, he said. Commissioner Lindsay was agreeable and said they were not time sensitive.

**Consent Calendar**

Commissioner Russell made the following statement relative to the Payment-in-Lieu-of-Taxes (PILOT) Solar Agreement with Tower Solar, LLC in the Consent Calendar: I, again, consulted with state ethics and they tell me I have a potential conflict because of my financial interest in Windwave. There's been no contact between Windwave and Tower Solar people and also under consultation with state ethics I can still participate and vote, which I intend to do.

Chair Doherty also moved Item b from the Consent Calendar to Business Items since it listed a choice between version 1 or 2 of the June 24<sup>th</sup> minutes.

Commissioner Lindsay requested to remove the PILOT agreement for a separate vote.

*Commissioner Russell moved to approve the balance of the Consent Calendar:*

- 1. Accounts Payable and Payroll Payables*
- 2. Intergovernmental Agreement for Sheriff's Services with the City of Heppner; effective July 1, 2022 to June 30, 2023; the agreement shall be reviewed and renewed for the next fiscal year on or before March 1 of the current fiscal year; not-to-exceed amount to be \$190,079.96*
- 3. Master Services Agreement with Ducote Consulting for Grant Writing Services; effective November 1, 2022 until November 1, 2024; work to be completed through individual Statements of Work on a project-by-project basis and billed in accordance with the terms*

*included in the Proposal submitted by Ducote Consulting; and authorize Chair Doherty to sign on behalf of the County*

4. *General Maintenance Department Purchase Request – 2023 Ford F-550 Pickup; \$69,440 from Tom Denchel Ford Country of Hermiston*
5. *Parks Department Purchase Request – 2023 Ford F-550 Pickup; \$66,505 from Tom Denchel Ford Country of Hermiston*
6. *Property Tax Refund for Amazon Data Services, Inc.; \$2,534.21*

*Chair Doherty seconded. Vote: Unanimous approval.*

### **Business Items**

#### PILOT Solar Agreement with Tower Solar, LLC

*Chair Doherty moved approve Item d – PILOT Solar Agreement, Tower Solar, LLC, noting Commissioner Russell’s comments. Commissioner Russell seconded. Vote: Aye: Chair Doherty, Commissioner Russell; Nay: Commissioner Lindsay. Motion carried.*

#### June 24<sup>th</sup> Special BOC Meeting Minutes – Version 1 or 2

*Chair Doherty said he knew they bandied this about a bit and he thought the version being brought back was the suggestion of Counsel from a couple weeks ago. He said Commissioner Russell asked that we not make that change and not move forward that day and he knew as it came back Commissioner Lindsay wanted to take the opportunity to listen to the minutes. Frankly, he said he hadn’t and at this point they were six months old.*

*Chair Doherty moved to go forward with the suggestion of Counsel and just let the audio of the record stand. He said he thought it was probably the cleanest, truest form as they move forward. Commissioner Lindsay asked for clarification as to which version. Chair Doherty said Version 2 by County Counsel. Commissioner Lindsay seconded. Vote: Aye: Chair Doherty, Commissioner Lindsay; Nay: Commissioner Russell. Motion carried.*

#### Select Alternate for the Lower Umatilla Basin Groundwater Management Area Committee

*Commissioner Lindsay recommended Tamra Mabbott, Planning Director, be appointed on a temporary basis before the new Board of Commissioners reviewed committee assignments. Brief discussion.*

*Commissioner Lindsay moved to appoint Tamra Mabbott as the alternate to the LUBGWMA Committee with the expiration of January 15, 2023, which allowed the new Board to consider how it wanted to fill that seat. Commissioner Russell seconded. Commissioner Lindsay said the 15<sup>th</sup> allowed them to get through review of assignments. Vote: Unanimous approval.*

### **Department Reports**

- *Mike Gorman, Assessor/Tax Collector, reviewed his PowerPoint presentation for the Board and responded to questions.*
- *The Sheriff’s Office Written Monthly Report was reviewed, as submitted by Administrative Lieutenant Melissa Camarillo*
- *The Local Public Safety Coordinating Council Quarterly Report was reviewed by Jessica Rose*

**Commissioner Liaison Reports** – Not provided

**Correspondence**

- Letter from Boardman Fire Rescue District
- Letters from the Morrow County Health District

**Commissioner Reports** – Not provided

**Signing of Documents**

**Adjourned:** 10:20 a.m.

DRAFT

**Morrow County Board of Commissioners Meeting Minutes**  
**December 14, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Jim Doherty, Commissioner Don Russell, Kevin Ince, Greg Close, Eric Imes, Roberta Lutchter, Tamra Mabbott, Greg Sweek, Lindsay Grogan, John Kilkenny, Justin Nelson

**Present Via Zoom**

Commissioner Melissa Lindsay, Kelsey Crocker, Torrie Griggs, Brenda Profitt, Mike Gorman, SaBrina Bailey-Cave, Aaron Moss, Jeff Wenholz, Lisa Pratt, Linda Skendzel, Heather Baumgartner, Deona Siex, Robin Canaday, Kirsti Cason, Lisa Mittelsdorf, Karen Pettigrew, Jasmine Garcia, Ryan DeGroft

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

**City & Citizen Comments:** None

**Open Agenda:** Commissioner Russell requested to add a discussion about an additional alternate for the Columbia River Enterprise Zone (CREZ) II Board. He said it was brought up before but there was a meeting soon and he wanted to make sure the County was covered.

Chair Doherty asked if Commissioner Lindsay was comfortable with the addition and after she replied she was, he said it would be added as the last Business Item.

**Consent Calendar**

Commissioner Lindsay asked to remove the Accounts Payable and the November 9<sup>th</sup> minutes. She said the minutes were fine but she wasn't sure how to approve them with redlines in them. Perhaps remove them, accept the redline version and then approve them but it seemed awkward to have them under the Consent Calendar the way they were printed, she said.

The School-Based Health Center Agreement was also removed from the Consent Calendar.

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

- 1. Oregon Department of Transportation Public Transit Division Section 5310 and Section 5311 Program Applications for Fiscal Years 2023-25*
- 2. PARC Resources Master Services Agreement for Grant Writing Services; effective November 1, 2022 until November 1, 2024; work to be completed through individual Statements of Work on a project-by-project basis and billed in accordance with the terms included in the Proposal submitted by PARC Resources; and authorize Chair Doherty to sign on behalf of the County.*

*Commissioner Lindsay seconded. Vote: Unanimous approval.*

**Business Items**

Accounts Payable

Commissioner Lindsay stated she did not have an opportunity to review them fully and would abstain.

*Commissioner Russell moved to approve the APs. Chair Doherty seconded. Vote: Aye: Chair Doherty, Commissioner Russell. Abstained: Commissioner Lindsay. Motion carried.*

#### Minutes – November 9, 2022

In response to Chair Doherty's question about the redline minutes, County Counsel Justin Nelson said the minutes in the agenda packet showed the changes made – removing one line and adding language. The proposal could be to accept the minutes of November 9<sup>th</sup>, amending as shown in the agenda packet on page six so the finalized, approved version wouldn't show the change, it would be as you approved them here. Commissioner Lindsay said that was what she was looking for.

*Commissioner Lindsay moved to approve the redline version, as presented. Mr. Nelson added with the changes shown in the packet. Commissioner Lindsay replied, that's correct. Chair Doherty seconded. Discussion: Commissioner Russell said he would probably be a "no" vote. Redoing the minutes to reflect what you thought you would have said rather than said, he added. Commissioner Lindsay said, no, no, the verbatim was in there and if you listen to the tape she never said they shouldn't be in the director's meeting. Chair Doherty asked Ms. Lutcher if she had an opportunity after Commissioner Lindsay listened and recrafted, as she suggested, verbatim, an opportunity to go back and see if that was the more correct version or the other part. Ms. Lutcher said she sent the minutes out to everyone that included a verbatim transcription, adding she didn't know what to say. She said there's a way of saying something without saying it and that's what she thought Commissioner Lindsay was basically saying in the original minutes. That's what it boiled down to, she said, and what she tried to draw it down to - what Commissioner Lindsay was trying to say and that's what she thought she was trying to say. Even though at the end Commissioner Lindsay said – I'm not saying they shouldn't be in the meeting, Ms. Lutcher said that was my take on it so she just redid it differently. Commissioner Lindsay said minutes should never be what I thought she intended to say. Commissioner Lindsay said, the fact is she didn't say they shouldn't be in the meeting, so an interpretation, that's troubling but the fact is verbatim she did not say IT should not be in the meeting and she thought it's clear now with the clarification that's never what was said, nor what was heard. Chair Doherty said he would back out his second and let the audio version stand as the minutes. Commissioner Russell seconded. Vote: Unanimous approval.*

#### Broadband Action Team Update & Fabric Data Licensee Request

Aaron Moss, Broad Band Action Team Coordinator

Mr. Moss provided an update and asked the Board to designate a County employee to license and obtain the Federal Communications Commission Fabric Map Data. He recommended GIS Planning Tech, Stephen Wrecsics, who has worked collaboratively with him on many projects.

*Commissioner Russell moved to authorize Stephen Wrecsics to license and obtain federal FCC Fabric Map Date on behalf of Morrow County. Commissioner Lindsay seconded. Aye: Commissioner Russell and Commissioner Lindsay. Nay: Chair Doherty. Motion carried.*

#### Adopt Statewide Transportation Improvement Fund Plan, Fiscal Years 2023-25

Katie Imes, Transit Manager, The Loop

Ms. Imes reviewed the projects within the proposed Plan.

*Chair Doherty moved to approve the Morrow County Statewide Transportation Improvement Fund Plan for Fiscal Years 2023-2025 and authorize Chair Doherty to sign on behalf of the County. Commissioner Russell seconded. Vote: Unanimous approval.*

Wage Increase for Temporary Flaggers and Temporary Park Help

Lindsay Grogan, Human Resources Director

Eric Imes, Public Works Director

Greg Close, Parks General Manager

Ms. Grogan reviewed the request to increase the wage for four Park positions and three Flagger positions from \$14.72 per hour to \$18.00 per hour. She added Mr. Imes and Mr. Close both implied their budgets could cover the increase.

*Commissioner Russell moved to approve the wage increase for temporary Flaggers and Park help to \$18.000 per hour, effective December 26, 2022. Chair Doherty seconded. Discussion: Commissioner Lindsay said Ms. Grogan noted there were no additional benefits for these positions but technically there were because propane was paid for and there were free camp spots. Chair Doherty asked staff to speak to this. Mr. Imes said the items Commissioner Lindsay referred to were for Park Hosts, who earn \$40 per day plus propane but these positions were not Park Hosts. Mr. Close said Park Hosts were contracted, which was different. The temporary Park help positions do not stay at the Parks, those employees commute back and forth every day. Commissioner Lindsay then asked who the County was giving extra spots to because there were several spots – more than just for the host. Mr. Close said one spot was his and two spots were provided for the Sheriff's Office (deputies assigned to the OHV Park). Chair Doherty asked, these folks, it's not relative to them? Mr. Close replied, correct. Vote: Unanimous approval.*

Planning Commission Appointment Requests

Tamra Mabbott, Planning Director

Ms. Mabbott outlined the vacancies and listed the names of the applicants and the positions for which they were applying:

1. Elizabeth Peterson, Ione, Position #4
2. Stephen Henthorn, Irrigon Area, Position #5
3. Charlene Cooley, Irrigon, Position #5
4. Greg Sweek, Heppner, Position #6, Incumbent
5. John Kilkenny, Heppner, Position #6

*Commissioner Russell moved to appoint Elizabeth Peterson to Position #4, Ione; serving the remainder of the term held by Rod Taylor; term to be January 1, 2023 to December 31, 2025. Commissioner Lindsay seconded. Vote: Unanimous approval.*

*Commissioner Lindsay moved to appoint Charlene Cooley to Position #5, Irrigon; term to be January 1, 2023 to December 31, 2027. Commissioner Russell seconded. Vote: Unanimous approval.*

*Chair Doherty moved to appoint John Kilkenny to Position #6, Heppner; term to be January 1, 2023 to December 31, 2027. Commissioner Lindsay seconded. Discussion: Commissioner*

*Russell said it was unusual for this Board to not reappoint somebody (Greg Sweek), but not unheard of. It happened years ago when Marv Padberg was not reappointed, he added. Vote: Aye: Chair Doherty, Commissioner Lindsay. Nay: Commissioner Russell. Motion carried.*

#### Willow Creek Valley Housing Implementation Strategy

Tamra Mabbott, Planning Director

Ms. Mabbott explained ECONorthwest was hired to help Heppner, Ione and Lexington, in conjunction with the Planning Department, to develop a plan that focused on two barriers to housing – lack of infrastructure, and lack of developer capacity. The Strategy Report included a Plan for the cities to address those needs. The recommended actions were: 1.) Upgrade water and wastewater infrastructure; 2.) Pursue investments to overcome transportation and floodplain barriers; and 3.) Attract developers or contractors for near-term development. Ms. Mabbott continued to review the Report and responded to questions.

#### School-Based Health Center Services Agreement

Chair Doherty said, at this point, the best thing to do would be to set it over and bring it back. It's not time sensitive, he added.

#### CREZ II Board – Discussion of Additional Alternate

Commissioner Russell said there would be a meeting next week and he suggested appointing Mike Gorman, Assessor/Tax Collector, as the Alternate to the CREZ II Board, in case the County was short on voting members.

*Commissioner Russell moved to appoint Mike Gorman as a voting Alternate for the CREZ II Board. Discussion: Chair Doherty asked who was on CREZ II. Commissioner Russell answered the two of them were the County Representatives and Commissioner Lindsay was the Alternate for the County and Mr. Gorman would be an additional Alternate. Commissioner Lindsay asked if he was sure about that because she thought Mr. Gorman was already the Alternate. Commissioner Russell said Mr. Gorman was the Alternate for the CREZ III Board but not the CREZ II Board. He then asked Mr. Gorman for his input. Mr. Gorman said he believed Commissioner Russell was correct and he was an Alternate for CREZ III but not CREZ II, at least not that he was aware of. Chair Doherty said that information could probably be pulled up. He suggested two things, A.) If Commissioner Lindsay was comfortable replacing the meeting on the 21<sup>st</sup> with a meeting on the 20<sup>th</sup>, it would be put on the agenda to be framed up with the CREZ stuff and move it forward to that agenda. He asked if she was comfortable with those? Commissioner Lindsay said she liked that idea. Commissioner Lindsay said, going back to her original request, the CDA (Columbia Development Authority) should be revisited potentially on the 20<sup>th</sup>, as well. Both need consideration and research and probably some work from Mr. Nelson, stated Commissioner Lindsay. Commissioner Russell said he was fine with that. Chair Doherty said he would see to it that it was framed up and back on. Motion died for lack of a second.*

#### **Department Reports**

- Ms. Mabbott provided her Planning Department Report
- The written Treasurer's Report was reviewed in Jaylene Papineau's absence

### **Commissioner Liaison Reports**

- Commissioner Lindsay provided a brief report.

### **Correspondence**

- Spreadsheet of bills and legislative issues affecting community-based renewable energy projects, as submitted by the Community Renewable Energy Association

### **Commissioner Reports**

Commissioner Russell said he wanted to be cautious because he knew this was super sensitive but he'd been in touch with both State Representative Greg Smith and Senator Bill Hansell about what happens after Dec. 20<sup>th</sup>. The ORS (Oregon Revised Statute) says the "governor shall" appoint a commissioner, adding he'd also been in touch with Mr. Nelson. Commissioner Russell said he'd been told by both Hansell and Smith the governor will appoint David Sykes to fill his position early, if that's the case. If that is the case, he said there would be a quorum and the County could continue to have commission meetings, if for nothing else, to start the process of advertising for the unfilled position. Again, he said he knew it was sensitive so it would be his intention to schedule a commission meeting for the 21<sup>st</sup> and if the governor doesn't make that appointment, then there wouldn't be a quorum.

Chair Doherty said first and foremost, he thought it was probably a little bit improper to be talking about an election that's not been certified but there's lots of potentials from various and sundry things. He said he wasn't sure at this point that Commissioner Russell had the power or the authority to schedule a meeting on the 21<sup>st</sup>. If things come to fruition on the 20<sup>th</sup>, then the 21<sup>st</sup> brings what the 21<sup>st</sup> brings. Commissioner Russell can certainly move forward from there but until then, Chair Doherty said the Board needed to stick with the policies and procedures the County has.

### **Signing of documents**

**Adjourned:** 10:30 a.m.



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

(For BOC Use)
Item #

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

Presenter at BOC: Tamra Mabbott
Department: Planning
Short Title of Agenda Item: Review and approve contract with GSI Water Solutions Inc. to provide water coordination services.
(No acronyms please)
Date submitted to reviewers: December 16, 2022
Requested Agenda Date: December 20, 2022

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:
Tamra Mabbott December 16, 2022 Department Director Required for all BOC meetings
Jim Doherty Liaison Commissioner Required for all BOC meetings
Justin Nelson County Counsel \*Required for all legal documents
Kevin Ince Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

County Board of Commissioners authorized Planning Director to issue a Notice of Intent to award a contract to GSI Water Solutions, Inc. and to work with County Counsel to develop a contract. Planning Director worked with the selection committee and staff of GSI Water Solutions Inc. to finalize a Scope of Work.

Attached:

- 1) Contract
- 2) Scope of Work

**2. FISCAL IMPACT:**

\$140,000

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

Review and approve the contract and scope of work.

Attach additional background documentation as needed.

1  
2  
3  
4  
5 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
6

7 **Morrow County Water Coordinator**  
8  
9

10  
11 **This Contract** is between **Morrow County**, a political subdivision of the State of Oregon, hereafter called  
12 **County**, and Groundwater Solutions, Inc, dba GSI Water Solutions, Inc., hereafter called **Contractor**.  
13

14 **1. Effective Date and Duration.** This contract shall become effective on the date at which this Contract has  
15 been signed by every party hereto, whichever occurs first. Unless earlier terminated or extended, this  
16 Contract shall expire December 31, 2024. Expiration shall not extinguish or prejudice County's right to  
17 enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in  
18 Contractor performance that has not been cured.  
19

20 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions of  
21 the Scope of Work attached as Exhibit A.  
22

23 **3. Consideration**

24 a. County agrees to pay Contractor as described in Exhibit A for accomplishing the Work required by the  
25 attached Scope of Work. Monthly invoices will be issued by Contractor for all services performed under  
26 this Agreement. County shall pay each invoice within 30 days. In the event of a disputed billing, only that  
27 disputed portion will be withheld from payment, and the undisputed portion will be paid. County will  
28 exercise reasonableness in disputing any bill or portion thereof.

29 b. Contractor has provided a good faith estimate that the work should not exceed \$140,000.00. Contractor  
30 reserves the right to adjust this amount in the event of encountering unforeseen issues relating to the project,  
31 which may arise during the time of the contract. In the event Contractor must adjust cost, it will contact  
32 County at its earliest convenience to discuss adjustment of the total cost of the project. The total cost then  
33 will be subject to mutual Agreement of the parties.  
34

35 **4. Contract Documents.** This contract consists of this Contract. All attached Exhibits are hereby incorporated  
36 by reference.  
37

38 **5. Independent Contractor; Responsibility for Taxes and Withholding**

39  
40 a. Contractor shall perform required Work as an independent contractor. Although the County reserves the  
41 right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate  
42 the quality of the completed performance, the County cannot and will not control the means or manner of  
43 the Contractor's performance. Contractor is responsible for determining the appropriate means and manner  
44 of performing the Work.

45 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,  
46 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under  
47 this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or  
48 regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities  
49 under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as those terms are  
50 used in ORS 30.265.

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

57  
58 **6. Subcontracts and Assignment; Successors and Assigns.**

59 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or  
60 transfer any of its interest in this Contract, without County's prior written consent. In addition to any other  
61 provisions County may require, Contractor shall include in any permitted subcontract under this Contract a  
62 requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the  
63 subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any  
64 of its duties or obligations under this Contract.

65 b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto,  
66 and their respective successors and assigns, if any.

67  
68 **7. No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only  
69 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to  
70 give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third  
71 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms  
72 of this Contract.

73  
74 **8. Funds Available and Authorized**

75 a. Contractor shall not be compensated for work performed under this contract by any other County or  
76 department of the State of Oregon. County has sufficient funds currently available and authorized for  
77 expenditure to finance the costs of this Contract.

78 b. County will only pay for completed work that is accepted by County.

79  
80 **9. Representations and Warranties**

81 a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1)  
82 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when  
83 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with  
84 its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in  
85 accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this  
86 Contract, be qualified, professionally competent, and duly license to perform the Work.

87  
88 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any  
89 other warranties provided.

90  
91 **10. Ownership of Work Product.** All Work products of the Contractor that result from this contract ("the  
92 Work Products") are the exclusive property of the County. County and Contractor intend that such Work  
93 Products be deemed "works made for hire" of which County shall be deemed the author. If for any reason the  
94 Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right,  
95 title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark,  
96 trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such  
97 further documents and instruments as County may reasonably request in order to fully vest such right in County.  
98 Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of  
99 authorship or rights of approval, restriction or limitation on use or subsequent modifications.

100

101 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the County, their officers,  
102 employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses  
103 of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers,  
104 employees, subcontractors, or agents under this Contract but only to the extent they are caused by the negligent  
105 acts or omissions of the Contractor, its employees and its consultants in the performance of professional services  
106 under this Contract.. The Contractor's obligation to indemnify and hold the County and the County's officers  
107 and employees harmless does not include a duty to defend and shall be limited to the available proceeds of the  
108 insurance coverage required by this agreement.

109  
110 **12. Insurance.** Contractor will maintain throughout this Agreement the following insurance:

- 111
- 112 (a) Worker's compensation insurance in the statutory amount of not less than \$1,000,000 for all  
113 employees engaged in the work. Owners of Contractor who are exempt from worker's  
114 compensation requirements shall maintain equivalent disability insurance.
  - 115
  - 116 (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members  
117 of the public and/or damages to property of others arising from use of motor vehicles, including  
118 onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined  
119 single limits.
  - 120
  - 121 (c) Commercial general liability insurance covering claims for injuries to members of the public or  
122 damage to property of others arising out of any covered negligent act or omission of Contractor or  
123 of any of its employees, agents, or subcontractors, with \$2,000,000 per occurrence and \$2,000,000  
124 in the aggregate.
  - 125
  - 126 (d) Professional liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

127  
128 Insurance coverage in (b) and (c) above will name County as additional insureds. Such insurance will  
129 be the primary coverage to Contractor and County.

130  
131 Before commencing work under this contract, Contractor will furnish County with certificates of  
132 insurance verifying coverages and additional insureds. Certificates also will state that the insurance  
133 carrier will give County thirty (30) days notice of any insurance cancellation or material alteration.

134  
135 **13. Termination.**

- 136
- 137 a. This Agreement may be terminated for convenience on 30 days' written notice or if either party fails  
138 substantially to perform through no fault of the other and does not commence correction of such  
139 nonperformance within 5 days of written notice and diligently complete the correction thereafter. The  
140 preceding sentence does not apply to a non-payment for services rendered, at which time, County shall  
141 be deemed to be in default and Contractor may suspend services. On termination, Contractor will be paid  
142 for all authorized work performed up to the termination date plus termination expenses, such as, but not  
143 limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

144  
145 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**  
146 **SECTIONS 9(a) or 13, NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT,**  
147 **INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii)**  
148 **ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS**  
149 **CONTRACT IN ACCORDANCE WITH ITS TERMS.**

150

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

161  
162 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations,  
163 executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of  
164 the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V  
165 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all  
166 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable  
167 requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's  
168 performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312,  
169 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

170  
171 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,  
172 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation  
173 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal  
174 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

175  
176 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by  
177 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable  
178 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or  
179 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
180 contract.

181  
182 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for  
183 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.

184  
185 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

186  
187 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties  
188 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the  
189 same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this  
190 Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or  
191 notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or  
192 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the  
193 transmitting machine.

194  
195 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of  
196 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions  
197 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the  
198 contract did not contain the particular term or provision held to be invalid.

199

200 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together  
201 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the  
202 same counterpart. Each copy of the Contract so executed shall constitute an original.  
203

204 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number  
205 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR  
206 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used  
207 for the administration of state, federal and local tax laws.  
208

209 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in  
210 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action,  
211 suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this  
212 Contract shall be brought and conducted solely and exclusively within the Circuit Court of Morrow County for  
213 the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought  
214 and conducted solely and exclusively within the United States District Court for the District of Oregon.  
215

216 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the  
217 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified  
218 herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind  
219 either party unless in writing and signed by both parties and all necessary State approvals have been obtained.  
220 Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for  
221 the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute  
222 a waiver by County of that or any other provision.  
223

224 **26. Miscellaneous Other Provisions:**

225 A. Standard of Care: Contractor will complete its services with the standard of care and degree of skill  
226 and diligence normally employed by professionals performing the same or similar services in the locality  
227 in which the services are performed.  
228

229 B. Changes: County may make or approve changes within the general Scope of Services in this  
230 Agreement, subject to Contractor approval and with appropriate adjustment for costs and time for  
231 performance. If such changes affect Contractor's cost of or time required for performance of the services,  
232 an equitable adjustment will be made through an amendment to this Agreement.  
233

234 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
235 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND**  
236 **BY ITS TERMS AND CONDITIONS.**  
237

238 **CONTRACTOR: GSI WATER SOLUTIONS, INC.**

239   
240  
241 By: Ronan Igloria, PE Title: Principal Date: 12/16/2022

242  
243 Phone number: 503-901-6897

244  
245 Address: 55 SW Yamhill St. Suite 300, Portland, OR 97204  
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**COUNTY**  
**MORROW COUNTY BOARD OF COMMISSIONERS**

Date: December 20, 2022

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Jim Doherty, Chair



## Scope of Work Morrow County Water Coordinator GSI Water Solutions, Inc. December 16, 2022

GSI Water Solutions, Inc. (GSI) was contracted by Morrow County (County) to provide consulting services as “Water Coordinator” over a 2-year period (2023 and 2024) to help organize and guide the County’s response to the long-standing water quantity and water quality issues facing the County and the region.

GSI’s scope of work is structured to meet the following County objectives:

1. Communicate and educate County residents on the water issues and create opportunities to help address or mitigate their impacts (working in coordination with County Public Health Department Outreach Coordinator).
2. Support the development of policies and programs for a sustainable water supply for the County.
3. Coordinate County responsibilities for programs and activities identified as part of this project related to addressing water quantity and quality issues.
4. Position the County to secure funding to support implementation of water-related programs and activities identified as part of this project.

The scope of work includes two phases over the two-year contract. The tasks in Phase 1/Year 1 are designed to meet the near-term needs to work with County staff and key stakeholders (Water Coordinating Committee) to develop baseline communication materials and preliminary strategies and policy concepts and recommendations for implementation in Year 2. The tasks in Phase 2/Year 2 focuses on further vetting and refinement of policies and strategies, additional outreach/communications with stakeholders, and implementation support where appropriate. Phase 2 activities also include contingency tasks for additional meetings and stakeholder engagement, technical analysis and data collection, and support for transition of Water Coordinator functions to an internal County position if the County decides to do so.

### Scope of Work

Tasks 1 to 6 are considered baseline tasks and will be completed in Year 1. Tasks 7 to 10 are considered contingency tasks with allocated budgets to be completed in Year 2. Task 11 is to provide project management over the 2-year period. The specific focus and deliverables for the contingency tasks (7 to 10) will be further refined once the preliminary strategies and policy concepts are completed in Year 1 and/or as directed by the County project manager as part of the quarterly project check-ins (Task 1). Any significant changes to the scope as presented below will need to be authorized by the County project manager before any work is conducted under the respective tasks below.

## Task 1. Project Startup and Quarterly Check-ins

**Objective:** Ensure that the project team, County staff, and Board of Commissioners agree with the approach and workplan, and the appropriate stakeholders are engaged for the project.

### Activities:

1. Prepare a kickoff meeting with County Board of Commissioners and staff to confirm overall goals and objectives, review the schedule, and confirm members of a Water Coordinating Committee (Coordinating Committee) for the project.
2. Compile and review relevant studies, plans, and references related to the Critical Groundwater Areas (CGWA) and Lower Umatilla Basin Groundwater Management Area (LUBGWMA) activities and other programs. GSI will provide a list of the materials for input/addition by the Water Coordinating Committee. Prepare a summary (i.e., annotated bibliography) of the reviewed materials.
3. Develop and coordinate with the County to establish a Water Coordinator website for external access by County staff, stakeholders, and the public.
4. Conduct up to four project check-ins with the County staff and Coordinating Committee during each year of the project. The timing of the meetings will be based on actual milestone dates (e.g., deliverable briefings or direction for next steps or contingency tasks).

### Assumptions:

- County project manager will provide a list of contacts for the Water Coordinating Committee members, and support logistics for all meetings under this task.
- County will host the website and upload and manage content.
- Kickoff meeting will be conducted in-person; and quarterly meetings will be conducted virtually.

### Deliverables:

- Meeting materials for kick-off meeting (agenda, presentation materials, and meeting notes)
- Water Coordinator website content
- Annotated bibliography of the materials reviewed (subtask 2)

## Task 2. "State of Water" Briefing Papers

**Objective:** Provide a common understanding of the key issues that will also be used for developing communication and education materials for stakeholders and public.

### Activities:

1. Prepare a series of concise memoranda ("briefing papers") summarizing the water quantity and quality issues affecting the County and region; the activities and responses that are currently active; and the responsible parties implementing them. Briefing papers will be completed on the following subjects:
  - a. Water quantity issues (status of plans and activities under the CGWAs)
  - b. Water quality issues (status of plans and activities under the LUBGWMA)
  - c. Domestic well water quality and quantity issues (including use of the water quality data collected during the emergency declaration period); and
  - d. Efforts by private entities and non-governmental organizations (summary of studies, plans and projects being developed or implemented in the region to help address quantity and quality issues)

The briefing papers are not intended to include new analysis but rather document the issues and responses by relevant parties (including state agencies) to identify opportunities for coordination or reformulation as part of the strategy and policy recommendations review late in the workplan.

### Assumptions:

- Briefing papers will rely on existing studies and plans; no new technical analysis will be conducted. Briefing papers will be on the order of 5-10 pages
- Briefing papers will be distributed as draft documents to the County and shared with the Coordinating Committee and posted on the Water Coordinator website.

### Deliverables:

- Four briefing papers (draft versions only)

### Task 3. Preliminary Strategy and Policy Concepts

**Objective:** Develop potential actions that the County can implement to complement and support ongoing programs and activities by other parties.

### Activities:

1. Identify and formulate strategy and policies concepts that align with County roles and responsibilities and assess resources and costs for implementation.
2. Conduct follow-up meetings (conference calls/virtual meetings) with the County staff to help develop the strategy and policy concepts.
3. Document preliminary strategy and policy concept in a draft memorandum for review by the County staff and Coordinating Committee.

### Assumptions:

- Proposed strategies and policy concepts will be based on GSI's professional judgement, experience and knowledge of the water issues in the region. No stakeholder vetting will be conducted as part of this task to expedite the deliverable schedule. Later vetting may be conducted as part of contingency Task 7, if directed by the County project manager.

### Deliverables:

- Preliminary Strategy and Policy Concepts Memorandum (draft)

### Task 4. Board of Commissioners and Water Coordinating Committee Work Sessions

**Objective:** Receive input from County Board of Commissioners and Coordinating Committee on the briefing papers and preliminary strategy and policy concepts.

### Activities:

1. Information from the briefing papers and Preliminary Strategy and Policy Concepts memorandum will be shared in a work session with the Board of Commissioners and separate work session with the stakeholders. These work sessions are anticipated to occur during early 3<sup>rd</sup> quarter of 2023.
2. Conduct follow-up work sessions the Board of Commissioners and Coordinating Committee in the same structure and format as the first work sessions. The follow work sessions are anticipated to occur in late 4<sup>th</sup> quarter of 2023.

### Assumptions:

- Preliminary strategy and policies will incorporate feedback from the Board of Commissioners and stakeholders from the previous work session.

- County project manager will support logistics for the work sessions under this task.

### Deliverables:

- Work session materials (agenda, presentation materials, and meeting notes)

### Task 5. Coordination with County Departments on Communications and Outreach

**Objective:** Coordinate outreach efforts underway or planned by County departments and provide technical assistance, as needed.

### Activities:

1. Conduct coordination meeting with County project manager and other relevant County staff to review current activities, goals/objectives and identify potential opportunities for support from the Water Coordinator contract.
2. Provide technical assistance on activities and communication materials, as agreed upon from previous meeting (subtask 1). As part of this effort, review communication and education materials already developed by the County.

### Assumptions:

- Technical assistance will be scoped to align with available budget in this task of \$10,000.

### Deliverables:

- Support materials for County as directed.

### Task 6. Finalize Strategy and Policy Concepts

**Objective:** Obtain final buy-in and acceptance of strategy and policy concepts for Board of Commissioners approval or (formal) adoption and implementation by the County.

### Activities:

1. Update and refine the draft strategy and policy concepts based on input provided by the County and Coordinating Committee (from Task 4). Roles/responsibilities and resource (staff and budget) estimates will be refined. Communication and education materials will also be updated accordingly.
  - GSI will work with County staff to identify select actions in the strategy memorandum to implement under this contract. For example, this may include support for developing ordinances, support for developing a memorandum of understanding between agencies, support for grant or other funding applications, preparing workplan for follow-up well monitoring, support for developing request for proposal or scopes of work for recommended studies/actions.
2. Prepare Final Strategy and Policy Concepts Memorandum.
3. Prepare for and conduct a County Board of Commissioners meeting to obtain approval or formal adoption of the Final Strategy and Policy Concepts Memorandum. Additional implementation activities may be completed outside of this contract.

### Assumptions:

- County staff will coordinate logistics for the Board of Commissioners meeting.
- Selected actions may be authorized by the County project manager for partial or full completion under the contingency tasks (7-10) as described below.

### Deliverables:

- Final Strategy and Policy Concepts Memorandum

- Meeting materials (agenda, presentation materials, meeting notes)

## Task 7. Additional Meetings and Communication Materials (Contingency)

**Objective:** Provide additional support for developing or reviewing communications and materials to meet County and stakeholder needs. This will be done in coordination with County project manager and other county staff, as directed by the County project manager.

### Activities:

1. Based on direction from County project manager, GSI will conduct additional coordination meetings and prepare additional communication/education materials beyond those included in the base scope. Depending on the structure and format, the contingency budget can accommodate two to three additional meetings. The contingency budget can also be used to prepare additional website content or communication topics that may be important to the County or stakeholders.

### Assumptions:

- County staff will coordinate logistics for all meetings under this task.
- A budget of \$10,000 has been allocated for this task.

### Deliverables:

- To be determined as authorized by County project manager.

## Task 8. Additional Technical Coordination and Analysis (Contingency)

**Objective:** Provide additional support for technical analysis and data collection to meet County and Coordinating Committee needs. The base effort focuses on coordination with other entities conducting data collection and evaluation.

1. Based on direction from County project manager, GSI will conduct additional technical analysis and planning and/or execution of data collection. Specific activities may include researching options for alternative residential water service or treatment for areas within high nitrate groundwater, providing regulatory support and guidance related to water quality rules, coordinating water quality data collection and modeling, or supporting the development of request for proposals or scopes of work for implementation of recommended studies, data collection, etc.

### Assumptions:

- County staff will coordinate logistics for all meetings under this task.
- A budget of \$24,000 has been allocated for this task.

### Deliverables:

- To be determined as authorized by County project manager.

## Task 9. Transition Water Coordinator Functions (Contingency)

**Objective:** Work with County project manager to transition the Water Coordinator functions to be taken over by internal County staff or identify scope of work for ongoing third party support.

1. GSI will conduct coordination meetings with County staff as needed to support the County's set up of Water Coordinator functions. This includes transferring all materials developed under this contract to the County and transferring content/hosting of the website. GSI will prepare a workplan memorandum in collaboration with County staff to document roles/responsibilities, points of contact with relevant agencies, one-time and recurring tasks/milestones, and resource needs.

**Assumptions:**

- County staff will coordinate logistics for all meetings under this task.
- A budget of \$6,000 has been allocated for this task.

**Deliverables:**

- Morrow County Water Coordinator Workplan Memorandum, or as directed by County project manager

**Task 10. Project Management**

**Objective:** Deliver the project to meet County objectives within budget and schedule.

GSI will conduct project setup and close-out activities; coordinate with County staff; and complete monthly invoicing and progress reporting. The budget assumes project management for up to 24 months.

**Assumptions:**

- Project will be completed over a period of 24 months.

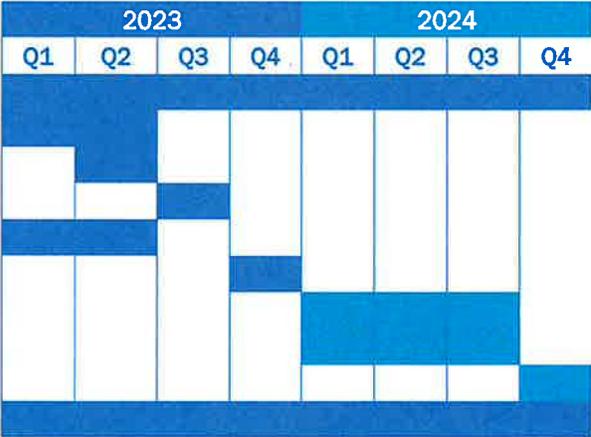
**Deliverables:**

- Monthly invoices and progress reports

**Schedule**

The anticipated schedule assumes the contract and work begins in January 2023. The general schedule below will adapt to the direction from the County project manager as part of the quarterly check-ins.

1. Project Startup and Quarterly Meetings
2. "State of Water" Briefing Papers
3. Preliminary Strategy and Policy Concepts
4. Board of Commissioners and Stakeholder Work Sessions
5. Coordination with County Departments on Outreach
6. Finalize Strategy and Policy Concepts
7. Additional Meetings and Communications
8. Additional Technical Coordination and Analysis
9. Transition Water Coordinator Functions
10. Project Management



# Exhibit A - 7

Morrow County Water Coordinator Scope of Work - FINAL

## Budget

The scope of work will be completed under a not-to-exceed budget of \$140,000 on a time-and-materials basis. As noted in the scope of work description, the Year 1 tasks are considered baseline activities, and Year 2 tasks are contingency activities to be refined with final authorization after the final strategy and policy concepts under Task 6 are approved. The table below summarizes the overall budget by task.

<b>Task</b>	<b>Baseline Budget</b>	<b>Contingency Budget</b>	<b>Year Incurred</b>
1. Project Startup and Quarterly Meetings	\$18,000		2023/24
2. "State of Water" Briefing Papers	\$30,000		2023
3. Preliminary Strategy and Policy Concepts	\$14,000		2023
4. Board of Commissioners and Stakeholder Work Sessions	\$12,000		2023
5. Coordination with County Public Health Outreach	\$10,000		2023
6. Finalize Strategy and Policy Concepts	\$8,000		2023/24
7. Additional Meetings and Communications		\$10,000	2024
8. Additional Technical Coordination and Analysis		\$24,000	2024
9. Transition Water Coordinator Functions		\$6,000	2024
10. Project Management	\$4,000	\$4,000	2023/24
<b>Total</b>	<b>\$96,000</b>	<b>\$44,000</b>	



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

(For BOC Use)
Item #

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

Presenter at BOC: Sandi Pointer - Public Works
Date submitted to reviewers: 12/12/2022
Department: GENERAL MAINTINANCE JANITORIAL
Requested Agenda Date: 12/20/2022 (Tues.)
Short Title of Agenda Item: Janitorial Contract North and South County (six Months)
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Patriot Building and Grounds Maintenance
Contractor/Entity Address: 32396 E. Punkin Center Rd., Hermiston, OR 97838
Effective Dates - From: 01/01/2023 Through: 06/30/2023
Total Contract Amount: 56,338.8 six months Budget Line: 101.121.5.20.3464
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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

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

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

In the Middle of November Public Works had solicited Request for Qualifications for Janitorial Services Contractor for cleaning North and South County Buildings.. A good representation from all buildings serviced consisted of Stephanie Case, Kristen Bowles, Ronda Fox and myself scored and reviewed the proposals. One proposal had been presented, Patriot Buildings & Grounds maintenance was the single proposal recieved. You will find the attached score sheet of the scoring from the individuals and the favorable contractor. This contract is a six month contract for services provided.

Bartholomew Building, Heppner	2 times a week
Courthouse, Heppner	4 times a week
Airport, Lexington	1 times a week
Sheriff & EMC, Happenr	3 times a week
Public Works/Shop, Lexington	1 times a week
Boardman Health Building	1 times a week
N Government Building	3 times a week

Monthly Total \$9,389.8

Six Month Total \$56,338.8

**2. FISCAL IMPACT:**

101.121.5.20.3464 56,338.80 for the rest of the 22/2023 year.

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

Motion to Award and Sign the Contract for Janitorial Service for County buildings to Patriot Building and Grounds Maintenance with Morrow County ending June 30, 2023

Attach additional background documentation as needed.

**Request For Qualifications**  
**Janitorial Services**

**Evaluation Criteria Score Sheet**

Proposer: Patriot

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>20</u>
B. Consultant's Capabilities/ Experience/References	20	<u>0</u>
C. Labor & Equipment Availability	10	<u>0</u>
D. Method of Approach	10	<u>0</u>

Scored by: Ronda Fox  
(Please Print Name)

Signed: [Signature]

Date: 12-12-22

**Request For Qualifications**  
**Janitorial Services**

**Evaluation Criteria Score Sheet**

Proposer: Patriot Building & Grounds Maintenance  
North Morrow

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>46</u>
B. Consultant's Capabilities/ Experience/References	20	<u>16</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>8</u>

Scored by: Stephanie Case  
(Please Print Name)

Signed: Steph Case

Date: 12/12/2022

Total: 80

**Request For Qualifications**  
**Janitorial Services**

**Evaluation Criteria Score Sheet**

**Proposer:** PATRIOT

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

Scored by: Kristen Bowles  
(Please Print Name)

Signed: *Kristen Bowles*

Date: 12/12/2022

9/10

**Request For Qualifications**  
**Janitorial Services**

**Evaluation Criteria Score Sheet**

**Proposer: Sandi Pointer**

<b><u>Criteria</u></b>	<b><u>Maximum</u></b>	<b><u>Score</u></b>
A. Fee Schedule	60	<u>30</u>
B. Consultant's Capabilities/ Experience/References	20	<u>10</u>
C. Labor & Equipment Availability	10	<u>5</u>
D. Method of Approach	10	<u>5</u>

Sandra Pointer

Total 50

Scored by: \_\_\_\_\_  
(Please Print Name)



Signed: \_\_\_\_\_

Date: 12/08/2022



32396 E Punkin Ctr Rd.  
Hermiston, OR  
PatriotBGM@live.com

November 28, 2022

South Morrow County Request For Quote

Thank you for the opportunity to provide you with a quote for your facilities in North Morrow County. Attached you will find a copy of the fee schedule (4.0), Janitorial Capabilities/Experience/References (4.1), Project Team (4.2), Method of Approach (4.3), and Understanding of Requested Services and Local Area Factor (4.4). You will also find a proposed cleaning schedule.

Thank you,

Rob Cox  
Owner

#### 4.0 Fee Schedule

Bartholomew Building, Heppner	2 times a week	Monthly - \$1,641.00
Courthouse, Heppner	4 times a week	Monthly - \$2,752.00
Airport, Lexington	1 time a week	Monthly - \$110.50
Sheriff & EMC, Heppner	3 times a week	Monthly - \$1135.80
Public Works, Lexington	1 time a week	Monthly - \$552.50

Monthly Total = \$6191.80

Annual Total = \$74,301.60

\*This price is based on continuing to have employees dump their own trash at their work stations. If you would like us to dump all of the individual employee trash cans the price will increase by a total of \$607 per month.

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#### 4.1 Janitorial Capabilities/Experience

Patriot Building & Grounds Maintenance has been in business since 2011. We are based out of Hermiston with various private and government business contracts that span from Memaloose Safety Rest Area located 10 miles East of Hood River to the DHS facility in Baker City. Our experience includes Rest Areas, Office Buildings, Police Stations, Maintenance Shops and living quarters. Some of our current facilities that would be similar to your locations include the following:

DHS Facility In Baker City – This facility is 19,000 Square Feet and requires cleaning 5 nights a week as well as wet extraction carpet cleaning every quarter.

Oregon State Police Office in Baker City – This facility requires CJIS background checks and requires us to work in the office during business hours around potentially confidential information.

Boardman, Stanfield, LaGrande, Baker City, and Memaloose Safety Rest Areas – These five rest areas are heavily used year-round. We work at these facilities 8 hours a day, 365 days a year. We have regular daily interaction with the traveling public as well as our customer who is also on site every day.

We have other facilities that we do general janitorial and electrostatic disinfection as well. These sites are located in and around Umatilla and Morrow Counties. We have worked at most of these sites for over five years with several contract renewals. We are able to do this by providing a quality, well trained professional workforce that are motivated to provide great service.

#### 4.1 Janitorial References

Mark Baker

O.T.E. S.R.A. Manager – LaGrande/Baker City

markb@oregonte.com

(503)930-0139

Joleen Odens

O.T.E. S.R.A. Manager – Boardman/Stanfield

joleeno@oregonte.com

(503)877-0032

Chris Black

DHS Facility Contact – Baker City

chris.m.black@dhsoda.state.or.us

(541)523-8403

John Garmon

O.T.E. S.R.A. Manager - Memaloose

johng@oregonte.com

(503)871-5418

Pam Smith

OSP Facility Contact – Baker City

Pam.smith@state.or.us

(541)523-5867

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## **4.2 Project Team**

PatriotBGM currently Has 20 employees in our company. Two of the employees are located in the Heppner area (Alena and Amy). These two employees currently service the Morrow County contract and will continue to do so if we are awarded the contract. In addition to these employees, we have three other salaried staff (Trish, Mona, and Myself) who will deliver cleaning supplies and equipment and address any issues with the customers and/or our staff at your locations. These salaried employees oversee all training as well as covering locations in the event that employees are on vacation or are out sick. They also do regular inspections of each facility to ensure that it is being kept to our standard of cleanliness and that we are meeting our contractual requirements.

## **4.3 Method of Approach**

As mentioned in Section 4.2, we have two local employees to work in Heppner and Lexington. We provide all cleaning equipment and supplies, excluding trash can liners, hand soap, hand sanitizer, paper hand towels, toilet paper, and toilet seat covers. Attached to this proposal, you will find a cleaning schedule that meets the requirements of the RFQ. Each facility has a binder in the janitorial supply closet with site specific cleaning checklist that the cleaning crew will fill out each night they work. This helps to ensure that no items are missed. In addition, it allows your employees, if they so choose, to verify when the cleaning crew was there last and that they completed all of their tasks.

Safety is important to us. Each of our employees have regular safety meetings. They are trained on the proper way to mix our cleaning products and how to use them safely and are provided proper protective equipment to safely complete their task. Each facility will have a binder in the janitorial closet that has the Safety Data Sheets for all the cleaning products we utilize. We can also provide an SDS to the county for their records if they would like.

Your confidentiality is also important to us. All of our employees working in an office setting have had background checks, and have signed confidentiality agreements. We train them to pay attention to their work and avoid looking at items that may be sitting on counters or desks.

## **4.4 Understanding of Requested Services and Local Area Factors**

We have been working for Morrow County for several years now. With that work has come experience in exactly what services are requested for each of your facilities.

Each facility has its own unique needs. Many of the facilities have high traffic flows from the general public on specific days that requires extra attention to the floors and carpets. The Heppner Sheriff's office has someone working there at all hours. It is important to keep the noise levels down while cleaning in and around the 911 call center. Some employees prefer to have their offices left alone and not have services performed. During the pandemic, there were additional needs, such as additional cleaning/disinfection days and the use of an electrostatic sprayer. We utilized our electrostatic sprayer to thoroughly disinfect all surfaces in the buildings as requested. All of these situations are things that we have encountered at your facilities and have adapted to in order to meet your needs.

South Morrow 2023 Cleaning Schedule

Location	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Bartholomew Building		X		X			
Courthouse, Heppner		X		X	X	X	
Sheriff and EMC, Heppner		X		X		X	
Airport, Lexington					X		
Public Works, Lexington					X		

\*In the event of a holiday the cleaning will be completed the night before or the night after the holiday



32396 E Punkin Ctr Rd.  
Hermiston, OR  
PatriotBGM@live.com

November 28, 2022

North Morrow County Request For Quote

Thank you for the opportunity to provide you with a quote for your facilities in North Morrow County. Attached you will find a copy of the fee schedule (4.0), Janitorial Capabilities/Experience/References (4.1), Project Team (4.2), Method of Approach (4.3), and Understanding of Requested Services and Local Area Factor (4.4). You will also find a proposed cleaning schedule.

Thank you,

Rob Cox  
Owner

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#### 4.0 Fee Schedule

Health Building, Boardman	1 time a week	Monthly - \$663.00
N Government Building, Irrigon	3 times a week	Monthly - \$2,535

Monthly total = \$3,198

Annual Total = \$38,376

#### 4.1 Janitorial Capabilities/Experience

Patriot Building & Grounds Maintenance has been in business since 2011. We are based out of Hermiston with various private and government business contracts that span from Memaloose Safety Rest Area located 10 miles East of Hood River to the DHS facility in Baker City. Our experience includes Rest Areas, Office Buildings, Police Stations, Maintenance Shops and living quarters. Some of our current facilities that would be similar to your locations include the following:

DHS Facility In Baker City – This facility is 19,000 Square Feet and requires cleaning 5 nights a week as well as wet extraction carpet cleaning every quarter.

Oregon State Police Office in Baker City – This facility requires higher than normal background checks and requires us to work in the office during business hours around potentially confidential information.

Boardman, Stanfield, LaGrande, Baker City, and Memaloose Safety Rest Areas – These five rest areas are heavily used year-round. We work at these facilities 8 hours a day, 365 days a year. We have regular daily interaction with the traveling public as well as our customer who is also on site every day.

We have other facilities that we do general janitorial and electrostatic disinfection as well. These sites are located in and around the Hermiston area. We have worked at most of these sites for over five years with several contract renewals. We are able to do this by providing a quality, well trained professional workforce that are motivated to provide great service.

#### 4.1 Janitorial References

Mark Baker

O.T.E. S.R.A. Manager – LaGrande/Baker City

markb@oregonte.com

(503)930-0139

Joleen Odens

O.T.E. S.R.A. Manager – Boardman/Stanfield

joleeno@oregonte.com

(503)877-0032

Chris Black

DHS Facility Contact – Baker City

chris.m.black@dhsosha.state.or.us

(541)523-8403

John Garmon

O.T.E. S.R.A. Manager - Memaloose

johng@oregonte.com

(503)871-5418

Pam Smith

OSP Facility Contact – Baker City

Pam.smith@state.or.us

(541)523-5867

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## **4.2 Project Team**

We currently have 20 employees in our company. Three of the employees are located in the Boardman and Irrigon areas and would provide the cleaning services to your facilities on the North end of the County (Susan, Emanuel, and Rebecca). All three of these employees have been with us for several years and Rebecca was cleaning at your facilities when we previously had this contract. In addition to these employees, we have three other salaried staff (Trish, Miranda, and Myself) who will deliver cleaning supplies and equipment and address any issues with the customers and/or our staff at your locations. These salaried employees oversee all training as well as covering locations in the event that employees are on vacation or are out sick. They also do regular inspections of each facility to ensure that it is being kept to our standard of cleanliness and that we are meeting our contractual requirements.

## **4.3 Method of Approach**

As mentioned in Section 4.2, we have three local employees to work in Boardman and Irrigon. We provide all cleaning equipment and supplies, excluding trash can liners, hand soap, hand sanitizer, paper hand towels, toilet paper, and toilet seat covers. Attached to this proposal, you will find a cleaning schedule that meets the requirements of the RFQ. Each facility has a binder in the janitorial supply closet with site specific cleaning checklist that the cleaning crew will fill out each night they work. This helps to ensure that no items are missed. In addition, it allows your employees, if they so choose, to verify when the cleaning crew was there last and that they completed all of their tasks.

Safety is important to us. Each of our employees have regular safety meetings. They are trained on the proper way to mix our cleaning products and how to use them safely and are provided proper protective equipment to safely complete their task. Each facility will have a binder in the janitorial closet that has the Safety Data Sheets for all the cleaning products we utilize. We can also provide an SDS to the county for their records if they would like.

Your confidentiality is also important to us. All of our employees working in an office setting have had background checks, and have signed confidentiality agreements. We train them to pay attention to their work and avoid looking at items that may be sitting on counters or desks.

## **4.4 Understanding of Requested Services and Local Area Factors**

We have been working for Morrow County for several years now. We also previously had the contract for North Morrow County. With that work has come experience in exactly what services are requested for your facilities.

Each facility has its own unique needs. Both of the facilities have high traffic flows from the general public on specific days that requires extra attention to the floors and carpets and counters. The new government building needs to be well maintained to show general public that the county is taking care of the facility they built. The health building is an older building that requires a little extra work to keep the dust under control and the restrooms looking presentable. Of course, since the pandemic, there have been additional needs, such as disinfection of all community touch points. All of these situations are things that we have encountered and can adapt to in order to meet your needs.

**North Morrow 2023 Cleaning Schedule**

Location	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Health Building, Boardman	X						
Annex, Irrigon	X		X		X		

\*In the event of a holiday the cleaning will be completed the night before or the night after the holiday

# **REQUEST FOR QUALIFICATIONS**

**FOR**

## **JANITORIAL SERVICES (North County Buildings, Boardman and Irrigon)**

**FOR**

**MORROW COUNTY GENERAL MAINTENANCE**

### **MORROW COUNTY**

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

2022

## TABLE OF CONTENTS

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## **INTRODUCTION**

Morrow County, hereinafter known as the County, is seeking the services of a qualified Janitorial Services at various Morrow County Buildings, Irrigon, Boardman. The contract is anticipated to start January 9, 2022 and will cover a period of six Months till June 30, 2023. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

### **Section 1: RFQ Submittal and Closing Date**

The RFQ must be received by 4:00 p.m. local time on **December 01, 2022** RFQs may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Janitorial Services submitting RFQs not in compliance with Section 4 will be considered non-responsive. RFQs must be addressed to the following:

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

### **Section 2: Inquiries**

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

Morrow County  
Attn: Sandi Pointer  
P.O. Box 428  
365 W Hwy 74  
Lexington, OR 97839  
(541) 989-9500  
[spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)

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

### **Section 3: General Statement of Work and Delivery Schedule**

#### **3.1 General Work Statement**

The objective of this work is to assist Morrow County with most adequate service possible. And background check will be required by all Contract employees. Projects may include, but are not limited to, the following:

The contractor will be expected to perform janitorial services at the locations listed below, with the frequency of cleaning noted next to each location. Particular days will be coordinated with department which best suits their needs, evening cleanings are preferred.

1. MC Health Building, 101 NW, Boardman, Once a week
2. MC North Government Building, 215 NE Main, Irrigon Three Days week.

## **Section 4: RFQ Content Requirements**

### **4.0 Fee Schedule**

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

### **4.1 Janitorial Capabilities/Experience/References**

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

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

### **4.2 Project Team**

Outline the Companies personnel who would work with the County. The response should address the following:

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

### **4.3 Method of Approach**

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

### **4.4 Understanding of Requested Services and Local Area Factors**

Outline the Companies understanding of the requested services and the impact of local area factors on these services. The response should address items such as experience and familiarity with problem areas.

## Section 5: Proposal Evaluation and Consultant Selection

### 5.1 Evaluation Process

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

The selection process may be canceled if the County determines it is in the public interest to do so.

### 5.2 Evaluation Criteria

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

<b>Criteria</b>	<b>Maximum Score</b>
A. Fee Schedule	60
B. Companies Capabilities/Experience/ References	20
C. Labor & Equipment Availability	10
D. Method of Approach	10
<b>Total Maximum Score:</b>	<b>100</b>

### 5.3 Background Check

Applicant will further understand that if selected as a finalist for the position with Morrow County, the County may do an investigation of criminal convictions of any and all personnel. (NOTE: Applicant will not be automatically excluded from consideration if personnel has been convicted of a crime/s. Suitability for the position sought will be evaluated based up on the totality of circumstances, such as: the nature of the crime, how recent the conviction, the type of work involved, ect.)

## **Section 6: General Information**

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

— ADVERTISEMENT —

**REQUEST FOR QUALIFICATIONS FOR  
Janitorial Services at Irrigon and Boardman County Buildings.**

Morrow County Public Works is requesting for Qualifications for Janitorial Services at various County Buildings in Irrigon, Boardman. The contract is anticipated to start January 10,2022 and will cover a period of six months. For specifications please contact Morrow County Public works, 541-989-9500.

Copies of the Request for Qualifications may be obtained from Morrow County, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 4:00 p.m., **December 01, 2022**

Morrow County reserves the right to reject any and all request for qualifications.

Morrow County does not discriminate on the basis of age, religion, race national origin, sex or handicapped status in hiring the provision of services.

If any questions or concerns please contact Sandi Pointer, In the Morrow County Public Works Office in Lexington, [spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us), 541-989-9500.

# **REQUEST FOR QUALIFICATIONS**

**FOR**

## **JANITORIAL SERVICES (South County Buildings, Heppner and Lexington)**

**FOR**

**MORROW COUNTY GENERAL MAINTENANCE**

### **MORROW COUNTY**

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

2022

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## **INTRODUCTION**

Morrow County, hereinafter known as the County, is seeking the services of a qualified Janitorial Services at various South Morrow County Buildings, Heppner and Lexington. The contract is anticipated to start January 09, 2023 and will cover a period of six Months till June 30, 2023. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

### **Section 1: RFQ Submittal and Closing Date**

The RFQ must be received by 4:00 p.m. local time on **December 01, 2022** RFQs may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Janitorial Services submitting RFQs not in compliance with Section 4 will be considered non-responsive. RFQs must be addressed to the following:

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

### **Section 2: Inquiries**

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

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

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

## Section 3: General Statement of Work and Delivery Schedule

### 3.1 General Work Statement

The objective of this work is to assist Morrow County with most adequate service possible. And background check will be required by all Contract employees. Projects may include, but are not limited to, the following:

The contractor will be expected to perform janitorial services at the locations listed below, with the frequency of cleaning noted next to each location. Particular days will be coordinated with department which best suits their needs, evening cleanings are preferred.

- a) MC Bartholomew Building, 110 N. Court, Heppner Two Days a week *Request Tues. And Thurs.*
- b) MC Courthouse, Heppner, 100 S. Court, Heppner Four days a week
- c) MC Lexington Airport, 65820 Airport Road, Lexington, Once a week
- d) MC Sheriff, Heppner/Emergency Management 325 Willow View Dr., Heppner, three days a week, *Request is Mon., Wed. and Fri.*
- e) MC Public Works Office and Shop, 365 W. Hwy 74, Lexington Once weekly.

## **Section 4: RFQ Content Requirements**

### **4.0 Fee Schedule**

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

### **4.1 Janitorial Capabilities/Experience/References**

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

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

### **4.2 Project Team**

Outline the Companies personnel who would work with the County. The response should address the following:

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

### **4.3 Method of Approach**

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

### **4.4 Understanding of Requested Services and Local Area Factors**

Outline the Companies understanding of the requested services and the impact of local area factors on these services. The response should address items such as experience and familiarity with problem areas.

## Section 5: Proposal Evaluation and Consultant Selection

### 5.1 Evaluation Process

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

The selection process may be canceled if the County determines it is in the public interest to do so.

### 5.2 Evaluation Criteria

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

<b>Criteria</b>	<b>Maximum Score</b>
A. Fee Schedule	60
B. Companies Capabilities/Experience/ References	20
C. Labor & Equipment Availability	10
D. Method of Approach	10
<b>Total Maximum Score:</b>	<b>100</b>

### 5.3 Background Check

Applicant will further understand that if selected as a finalist for the position with Morrow County, the County may do an investigation of criminal convictions of any and all personnel. (NOTE: Applicant will not be automatically excluded from consideration if personnel have been convicted of a crime/s. Suitability for the position sought will be evaluated based up on the totality of circumstances, such as: the nature of the crime, how recent the conviction, the type of work involved, ect.)

## **Section 6: General Information**

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

— ADVERTISEMENT —

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Janitorial Services at Heppner and Lexington County Buildings.**

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Copies of the Request for Qualifications may be obtained from Morrow County, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 4:00 p.m., **December 01, 2022**

Morrow County reserves the right to reject any and all request for qualifications.

Morrow County does not discriminate on the basis of age, religion, race national origin, sex or handicapped status in hiring the provision of services.

If any questions or concerns please contact Sandi Pointer, In the Morrow County Public Works Office in Lexington, [spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us), 541-989-9500.

1 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
2 **JANITORIAL SERVICES**  
3 **North and South County Facilities**  
4

5 **This Contract** is between Morrow County, a political subdivision of the State of Oregon, hereafter called  
6 **County**, and Patriot Building & Grounds Maintenance hereafter called **Contractor**. County's Contract  
7 Administrator for this contract is Morrow County  
8

9 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been signed  
10 by every party hereto. Unless earlier terminated or extended, this Contract period shall be for a period of  
11 six (6) months, ending June 30, 2023 with an option of renewal at that time. Contractor and County agree  
12 to a performance review at two (2) months. Expiration shall not extinguish or prejudice County's right to  
13 enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in  
14 Contractor performance that has not been cured.  
15

16 **2. Statement of Work.** This contract is for janitorial services. Those services may include but are not limited  
17 to the items located in the Morrow County Janitorial Specifications found in Exhibit A, herein incorporated  
18 by this reference. Contractor agrees to adhere to all state and federal rules, regulations, and laws pertaining  
19 to any particular project, including, but not limited to, the Bureau of Labor and Industries (BOLI).  
20 Contractor further agrees to perform the Work in accordance with the terms and conditions of this Contract.  
21

22 **3. Consideration.** County agrees to pay Contractor the monthly rates as set forth in Contractor's Fee Schedule,  
23 found in Exhibit B, attached hereto and hereby incorporated by this reference.  
24

25 **4. Contract Documents.** This contract consists of this Contract with all attached Exhibits. All attached  
26 Exhibits are hereby incorporated by reference.  
27

28 **5. Independent Contractor; Responsibility for Taxes and Withholding**

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

34 b. If Contractor is currently performing work for County, the State of Oregon or the Federal  
35 Government, Contractor by signature to this Contract declares and certifies that: Contractor's work  
36 to be performed under this Contract creates no potential or actual conflict of interest as defined by  
37 ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal)  
38 would prohibit Contractor's activities under this Contract. Contractor is not an "officer," "employee,"  
39 or "agent" of County, as those terms are used in ORS 30.265.

40 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments  
41 paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County  
42 will not withhold from such compensation or payments any amount(s) to cover Contractor's federal  
43 or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance  
44 or workers' compensation benefits from compensation or payments paid to Contractor under this  
45 Contract, except as a self-employed individual.  
46

47 **6. Subcontracts and Assignment; Successors and Assigns.**

48 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or  
49 assign or transfer any of its interest in this Contract, without County's prior written consent. In  
50 addition to any other provisions County may require, Contractor shall include in any permitted  
51 subcontract under this Contract a requirement that the subcontractor be bound by Sections 6, 10, 11,

52 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any  
53 subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 54 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties  
55 hereto, and their respective successors and assigns, if any.

56  
57 **7. No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only  
58 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed  
59 to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such  
60 third persons are individually identified by name herein and expressly described as intended beneficiaries of  
61 the terms of this Contract.

62  
63 **8. Funds Available and Authorized**

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

68  
69 **9. Representations and Warranties**

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

79  
80 **10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work  
81 Product") are the exclusive property of County. County and Contractor intend that such Work Product be  
82 deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work  
83 Product is not deemed "works made for hire," Contractor hereby irrevocably assigns all of its right, title, and  
84 interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade  
85 secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such  
86 further documents and instruments as County may reasonably request in order to fully vest such right in  
87 County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of  
88 identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

89  
90 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the County, their officers,  
91 employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and  
92 expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor  
93 or its officers, employees, subcontractors, or agents under this Contract.

94  
95 **12. Insurance.** Contractor shall provide insurance as required by state law and provide proof of said insurance  
96 to the Morrow County Public Works Department on an annual basis.

97  
98 **13. Termination.**

- 99 a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual  
100 written consent of the parties.  
101 b. **County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate this  
102 Contract, in whole or in part, upon 30 days' notice to Contractor.

- 103 c. **Parties Right to Terminate due to uncured Breach.** This Contract may be terminated at any time by  
104 either party should a material breach by the other party remain uncured 30 days after submission of  
105 written notice being provided of the breach thereof, or a shorter period of time as may be specified  
106 within this Contract or within the applicable Schedule provided to the Contractor by the County.
- 107 d. **Remedies.** In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall  
108 be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work  
109 completed and accepted by County, less previous amounts paid and any claim(s) which state has against  
110 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this  
111 subsection, Contractor shall pay any excess to County upon demand.
- 112 e. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract,  
113 Contractor shall immediately cease all activities under this Contract, unless County expressly directs  
114 otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to  
115 County all documents, information, works-in-progress and other property that are or would be  
116 deliverables had the Contract been completed. Upon County request, Contractor shall surrender to  
117 anyone County designates, all documents, research or objects or other tangible things needed to complete  
118 the Work.

119  
120 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**  
121 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,**  
122 **CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY**  
123 **DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS**  
124 **CONTRACT IN ACCORDANCE WITH ITS TERMS.**

125  
126 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
127 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
128 records pertinent to this Contract in such a manner as to clearly document Contractor's performance.  
129 Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal  
130 government and their duly authorized representatives shall have access to such fiscal records and other books,  
131 documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations  
132 and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal  
133 records, books, documents, papers, plans, and writings for a minimum of three years, or such longer period as  
134 may be required by applicable law, following final payment and termination of this Contract, or until the  
135 conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is  
136 later.

137  
138 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
139 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the  
140 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of  
141 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and  
142 ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v)  
143 all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and  
144 regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
145 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference  
146 herein.

147  
148 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,  
149 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State  
150 Corporation Division all information required by those agencies relative to this Contract. Contractor shall  
151 demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering  
152 into this Contract.

153

- 154 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by  
155 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable  
156 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay  
157 or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under  
158 this contract.  
159
- 160 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for  
161 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19 and 25.  
162
- 163 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.  
164
- 165 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties  
166 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing  
167 the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page  
168 of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this  
169 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five days  
170 after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt  
171 of the transmission is generated by the transmitting machine. To be effective against County, such facsimile  
172 transmission must be confirmed by telephone notice to County's Contract Administrator. Any  
173 communication or notice by personal delivery shall be deemed to be given when actually delivered.  
174
- 175 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of  
176 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
177 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced  
178 as if the contract did not contain the particular term or provision held to be invalid.  
179
- 180 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together  
181 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to  
182 the same counterpart. Each copy of the Contract so executed shall constitute an original.  
183
- 184 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number  
185 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385,  
186 OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority  
187 will be used for the administration of state, federal and local tax laws.  
188
- 189 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in  
190 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,  
191 action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of  
192 the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted  
193 solely and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however,  
194 if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively  
195 within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF  
196 THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAL JURISDICTION OF SAID COURTS.  
197
- 198 **26. Merger.** This contract and attached Exhibits constitute the entire agreement between the parties on the  
199 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not  
200 specified herein regarding this Contract. No waiver, consent, modification or change of terms of this  
201 Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals  
202 have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the  
203 specific instance and for the specific purpose given. The failure of County to enforce any provision of this  
204 Contract shall not constitute a waiver by County of that or any other provision.  
205

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

209  
210

211 **CONTRACTOR**  
212 **PATRIOT BUILDING & GROUNDS MAINTENANCE**

213

214 By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

215

216 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

217

218 Address: \_\_\_\_\_

219

220 Federal Tax Identification Number: \_\_\_\_\_

221

222

223 **COUNTY**  
224 **MORROW COUNTY BOARD OF COMMISSIONERS**

225

Date: December 20, 2022

226

227

228

229

\_\_\_\_\_  
Jim Doherty, Chair

230

231

232

233

\_\_\_\_\_  
Don Russell, Commissioner

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

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240

## **Janitorial Services Specifications- North County**

2023

Janitorial services at the locations listed below, with the frequency of cleaning noted next to each location, preferably in the Evenings of each work week.

- a) MC Health Building, 101 NW, Boardman, Once a week
- b) MC Government Center, Irrigon, 215 NE Main Ave. Irrigon Twice a week

The duties listed below represent general minimum cleaning standards. Specific items may be addressed individually.

### GENERAL CLEANING

- A. All waste paper shall be gathered, the waste paper baskets emptied, and replace liners when torn or soiled in the baskets;
- B. All paper and/or debris shall be gathered from the floor space in hallways, entrances and restrooms; Papers on the floor in offices will be place on the nearest desk;
- C. Liners shall be used to aid in trash disposal and to keep waste baskets clean; broken liners shall be replaced and soiled waste baskets washed; damaged or excessively soiled baskets shall be replaced by County;
- D. Counters and file cabinets shall be dusted; dusting will be done with standard dusting implements using dust collecting and or attracting sprays, or, where feasible, with a clean damp cloth; **no** books, files, papers, or other items of office use shall be moved or removed; dusting shall be done without disturbing such objects; high partitions, hand rails, stair well, door knobs and attention to light switches throughout the buildings. Ledges and moldings shall also be dusted, and this dusting may be done with a clean damp cloth;
- E. Drinking fountains shall be cleaned using a clean cloth or sponge around the drinking area. Standard cleaners will be used along the sides, base or stained fixtures on an “as needed” basis; With light abrasive for stains and grime.
- F. Vacuum all upholstered chairs and fabric furniture. Vacuum exposed air bars and heating outlets.
- G. Walls and ceilings shall be dusted with dust mops or wands with dust attracting applications; walls and ceilings shall not be cleaned with a cloth or sponge unless heavily soiled as the result of streaking or staining; Spot clean walls, doors, etc., removing all cobwebs, fingerprints, smears and stains.
- H. Windows shall be washed, interior, as needed, as agreed with Morrow County General Maintenance Supervisor;
- I. Window blinds and window sills shall be thoroughly cleaned of dust, bugs or stains;
- J. Storage areas shall be kept neat and tidy.

### FLOORS

- A. All non-carpeted floors, including, but not limited to bathrooms, entrances, or hallways, shall be swept prior to damp-mopped; the mop used shall be kept clean and free of odor and shall not be left wet or damp; mop strings shall be removed; streaking along walls, doors, or baseboards shall be immediately cleaned;
  - B. All carpeted floors shall be vacuumed which includes offices and common areas; vacuuming shall follow all other dusting and room cleaning operations; vacuum equipment power type shall conform to standard commercial janitorial specifications; vacuuming shall extend at least six inches under desks and completely under open tables; Contractor shall move furniture or wastebaskets prior to vacuuming and shall replace according to usual office arrangement
- Carpets shall be spot cleaned as requested or needed.

#### OFFICES

- A. All tables, chairs, benches and other office furniture shall be dusted in accordance with the dusting specifications set forth above;
- B. Office and common area furniture shall be returned to its usual arrangement

#### RESTROOMS

- C. Restroom fixtures and fittings shall be cleaned using standard commercial or household non-abrasive cleaners; attention shall be given to the underside of fixture edges where grime and soap deposits accumulate; toilet bowls and sinks shall be cleaned with an abrasive cleaner paying attention to toilet bowl rings and stains in the sinks; the General Maintenance Supervisor shall be notified immediately if fixtures or fittings are found to be damaged or soiled beyond cleaning ability; fixtures and fittings include, but are not limited to, sink faucets, spouts, drains, under drains (if chromed or polished metal), urinal faucets, pipes (chromed or polished metal), toilet handles, soap dispensers and vanity fittings; Toilet bowls and urinals shall be disinfected, sanitized and deodorized; urinal screens shall be replaced; Floors shall be swept and mopped on the daily scheduled rotation.
- D. Restroom dispensers shall be cleaned and refilled;
- E. Restroom walls, partitions and doors shall be spot washed as necessary; disinfectants shall be used around urinals and toilets;
- F. Restroom mirrors shall be cleaned using standard commercial or household products with a clean cloth or paper;

Morrow County will provide paper products such as toilet paper and paper towels, as well as liquid soap and trash liners, when low on stock notify the General Maintenance supervisor. Contractors will be responsible for providing their own cleaning products and equipment.

#### INSPECTION AND CORRECTION OF DEFICIENCIES

1. Performance evaluations will be given to the County noting exception in performance to the required janitorial specifications. The County will immediately notify the janitorial service provider of the reported performance exception(s).
2. The janitorial service provider must correct these deficiencies as follows:
  - a. Within 24 hours of any daily, weekly or monthly activity;
  - b. Within 24 hours for any activity listed as quarterly or semi-annual.
3. In the event the janitorial service provided by the Contractor is not satisfactory to Morrow County, the County may provide janitorial service as described in these specifications and Morrow County payment will then be reduced by the actual cost of such replacement service.

### CONFIDENTIALITY

The Janitorial service provider shall be bound to confidentiality of any information its employees may become aware of during the course of performance of janitorial tasks.

It is intended that this contract shall not be subcontracted, and that this contract shall operate as an agreement with an independent contractor as that term is defined in Oregon Revised Statutes Chapter 656.

### CJIS AND OTHER SECURITY CHECKS

#### CJIS and Other Security Checks

1. All janitorial employees shall undergo a Criminal Justice Information Systems (CJIS) state and national fingerprint-based background security check. CJIS clearance must be granted prior to being allowed unescorted access to any Morrow County Sheriff's Office facility that may contain unencrypted CJIS data.  
Morrow County government has chosen to extend the above guidelines to all county facilities in regards to janitorial services.
  - a. Prospective employees will call the Morrow County Sheriff's Office for an appointment at no cost to employee or employer, to complete the following:
    - Fingerprinting
    - Criminal Justice Information Systems Security Clearance Background Request form.
    - Confidentiality Agreement form
    - Provide current email address for CJIS training purposes
2. The janitorial service provider shall maintain an adequate pool of trained and CJIS cleared relief personnel to substitute for absent employees.
3. See CJI 5.12.1 Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI and Figure 16
4. The janitorial service provider understands that new employees will not be granted access to any County building until appropriate CJIS/Background Checks have been completed and personnel has been approved.

5. All janitorial personnel shall be issued an ID card with lanyard that will be worn at all times while in a County building. A sign in sheet will be posted in designated areas. Janitorial personnel are required to sign in/sign out before and after work is completed.
6. Janitorial service provider will be responsible for maintaining an updated crew list and providing the list to Public Works as appropriate.

#### SPECIAL PROVISIONS

- A. Keys to the building will be furnished by Morrow County. Any such keys must not be duplicated.
- B. The janitorial service provider must maintain a secure environment while cleaning the facility. No one is allowed into the facility other than those individuals responsible for performing janitorial services. The contractor must lock the building when leaving (see "Building Lock Up" below).

#### HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

The janitorial service provider shall conform to all applicable Federal, State and local laws, and to the requirements of these specifications. In performing janitorial work in a Morrow County facility, the janitorial service provider shall:

Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and County personnel performing or in any way coming into contact with the performance of this contract;

Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and

Take such additional precautions as the office manager/supervisor may reasonably require for health, safety, and environmental protection.

1. **Damage Reports.** In all instances where County property or equipment is damaged, the janitorial service provider shall submit to the office manager/supervisor a full report of the facts and extent of such damage--verbally and in writing within 24 hours of the occurrence.

2. **Accident Reports.** The janitorial service provider shall comply with Morrow County, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The janitorial service provider shall provide a verbal report to the office manager/supervisor and a written follow-up report to the office manager/supervisor within 24 hours of occurrence.

3. **Chemical Spills.** The janitorial service provider shall maintain an established plan that addresses incidental and emergency spills of any chemicals brought on-site.

4. **Hazard Communications.** The janitorial service provider must maintain two, update Material Safety Data Sheet (MSDS) files on-site; one placed in the office

manager/supervisor's office and the one in each of the janitorial service providers  
Janitor's Closet.

#### BUILDING LOCK UP

The janitorial service provider must lock and secure the building each night when leaving. Lock up procedures before leaving building, consist of:

1. Turn off bathroom exhaust fan
2. Turn off all interior lights
3. Check and lock all entrance doors, gates or any other excess to the building.
4. Properly set security alarm system (where applicable)

In locations that include a security alarm system, the janitorial service provider must also properly set the security alarm when leaving the building. Any cost incurred from security service or local police for false alarms caused by failure of the janitorial service provider to properly set the security alarm will be the responsibility of the owner/lessor. Fees charged to respond to a false alarm or because the security alarms were not set will be charged to the owner/lessor and deducted from the next month's payment.

Any additional questions maybe addressed to Sandi Pointer, Morrow County Public works 541-989-9500

## Janitorial Services Specifications- South County

2023

Janitorial services at the locations listed below, with the frequency of cleaning noted next to each location, preferably in the Evenings of each work week.

- a) MC Bartholomew Building, 110 N. Court, Heppner Two Days a week  
*Request Tues. And Thurs.*
- b) MC Courthouse, Heppner, 100 S. Court, Heppner Four days a week
- c) MC Lexington Airport, 65820 Airport Road, Lexington, Once a week
- d) MC Sheriff, Heppner/Emergency Management 325 Willow View Dr., Heppner, three days a week, *Request is Mon., Wed. and Fri.*
- e) MC Public Works Office and Shop, 365 W. Hwy 74, Lexington Once weekly.

The duties listed below represent general minimum cleaning standards. Specific items may be addressed individually.

### GENERAL CLEANING

- A. All waste paper shall be gathered, the waste paper baskets emptied, and replace liners when torn or soiled in the baskets;
- B. All paper and/or debris shall be gathered from the floor space in hallways, entrances and restrooms; Papers on the floor in offices will be place on the nearest desk;
- C. Liners shall be used to aid in trash disposal and to keep waste baskets clean; broken liners shall be replaced and soiled waste baskets washed; damaged or excessively soiled baskets shall be replaced by County;
- D. Counters and file cabinets shall be dusted; dusting will be done with standard dusting implements using dust collecting and or attracting sprays, or, where feasible, with a clean damp cloth; **no** books, files, papers, or other items of office use shall be moved or removed; dusting shall be done without disturbing such objects; high partitions, hand rails, stair well, door knobs and attention to light switches throughout the buildings. Ledges and moldings shall also be dusted, and this dusting may be done with a clean damp cloth;
- E. Drinking fountains shall be cleaned using a clean cloth or sponge around the drinking area. Standard cleaners will be used along the sides, base or stained fixtures on an “as needed” basis; With light abrasive for stains and grime.
- F. Vacuum all upholstered chairs and fabric furniture. Vacuum exposed air bars and heating outlets.
- G. Walls and ceilings shall be dusted with dust mops or wands with dust attracting applications; walls and ceilings shall not be cleaned with a cloth or sponge unless heavily soiled as the result of streaking or staining; Spot clean walls, doors, etc., removing all cobwebs, fingerprints, smears and stains.
- H. Windows shall be washed, interior, as needed, as agreed with Morrow County General Maintenance Supervisor;

- I. Window blinds and window sills shall be thoroughly cleaned of dust, bugs or stains;
- J. Storage areas shall be kept neat and tidy.

#### FLOORS

- A. All non-carpeted floors, including, but not limited to bathrooms, entrances, or hallways, shall be swept prior to damp-mopped; the mop used shall be kept clean and free of odor and shall not be left wet or damp; mop strings shall be removed; streaking along walls, doors, or baseboards shall be immediately cleaned;
- B. All carpeted floors shall be vacuumed which includes offices and common areas; vacuuming shall follow all other dusting and room cleaning operations; vacuum equipment power type shall conform to standard commercial janitorial specifications; vacuuming shall extend at least six inches under desks and completely under open tables; Contractor shall move furniture or wastebaskets prior to vacuuming and shall replace according to usual office arrangement  
Carpets shall be spot cleaned as requested or needed.

#### OFFICES

- A. All tables, chairs, benches and other office furniture shall be dusted in accordance with the dusting specifications set forth above;
- B. Office and common area furniture shall be returned to its usual arrangement

#### RESTROOMS

- C. Restroom fixtures and fittings shall be cleaned using standard commercial or household non-abrasive cleaners; attention shall be given to the underside of fixture edges where grime and soap deposits accumulate; toilet bowls and sinks shall be cleaned with an abrasive cleaner paying attention to toilet bowl rings and stains in the sinks; the General Maintenance Supervisor shall be notified immediately if fixtures or fittings are found to be damaged or soiled beyond cleaning ability; fixtures and fittings include, but are not limited to, sink faucets, spouts, drains, under drains (if chromed or polished metal), urinal faucets, pipes (chromed or polished metal), toilet handles, soap dispensers and vanity fittings; Toilet bowls and urinals shall be disinfected, sanitized and deodorized; urinal screens shall be replaced; Floors shall be swept and mopped on the daily scheduled rotation.
- D. Restroom dispensers shall be cleaned and refilled;
- E. Restroom walls, partitions and doors shall be spot washed as necessary; disinfectants shall be used around urinals and toilets;
- F. Restroom mirrors shall be cleaned using standard commercial or household products with a clean cloth or paper;

Morrow County will provide paper products such as toilet paper and paper towels, as well as liquid soap and trash liners, when low on stock notify the General Maintenance

supervisor. Contractors will be responsible for providing their own cleaning products and equipment.

#### INSPECTION AND CORRECTION OF DEFICIENCIES

1. Performance evaluations will be given to the County noting exception in performance to the required janitorial specifications. The County will immediately notify the janitorial service provider of the reported performance exception(s).
2. The janitorial service provider must correct these deficiencies as follows:
  - a. Within 24 hours of any daily, weekly or monthly activity;
  - b. Within 24 hours for any activity listed as quarterly or semi-annual.
3. In the event the janitorial service provided by the Contractor is not satisfactory to Morrow County, the County may provide janitorial service as described in these specifications and Morrow County payment will then be reduced by the actual cost of such replacement service.

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Any additional questions maybe addressed to Sandi Pointer, Morrow County Public works 541-989-9500

# Exhibit B

## 4.0 Fee Schedule

Health Building, Boardman	1 time a week	Monthly - \$663.00
N Government Building, Irrigon	3 times a week	Monthly - \$2,535

Monthly total = \$3,198

Annual Total = \$38,376

## 4.0 Fee Schedule

Bartholomew Building, Heppner	2 times a week	Monthly - \$1,641.00
Courthouse, Heppner	4 times a week	Monthly - \$2,752.00
Airport, Lexington	1 time a week	Monthly - \$110.50
Sheriff & EMC, Heppner	3 times a week	Monthly - \$1135.80
Public Works, Lexington	1 time a week	Monthly - \$552.50

Monthly Total = \$6191.80

Annual Total = \$74,301.60

\*This price is based on continuing to have employees dump their own trash at their work stations. If you would like us to dump all of the individual employee trash cans the price will increase by a total of \$607 per month.

IONE GAS STATION  
COUNTY Real Estate Owned (foreclosed property)  
UPDATE 12/20/22  
Commissioner Melissa Lindsay

DEQ is in the process of authorizing the next phase of work which includes the following:

- Endangered Species Information Collection and Summary & consultation with SHPO; (required because federally funded)
- SSA Work Plan Preparation and Subcontractor Procurement.

The SSA Work Plan will detail actions to be performed for the following scope of work

- Assessing subsurface conditions;
- Decommissioning two regulated and two unregulated fuel USTs and one heating oil UST;
- Developing a sampling and analysis plan and site-specific health and safety plan;
- Performing an Ecological Level I scoping evaluation;
- Preparing a Conceptual Site Model (CSM) including a Beneficial Land and Water Use survey;
- Evaluating potential risks to on- and off-site receptors;
- Managing contaminated soil and investigation-derived waste; and
- Outlining associated reporting.

The Contractor will also procure the following subs

- UST decommissioning
- IDW disposal
- Utility locating

Schedule – The above actions will take through end of February to complete. I expect the field work will be performed in late March.

Great project for the Ione community, main street. I recommend ICABO for consideration of ownership after clean up for the best uses opportunity for the community of Ione.

Eric Imes – PW Director and Tony Clement – Facilities Management have agreed to follow this project through.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County entered a Road agreement for a portion of the USFS 21 Road near Heppner with the United States Forest Service with the understanding that grant funding was available for larger maintenance items.

Morrow County has done additional research that warrants a new look into the agreement.

## **2. FISCAL IMPACT:**

TBD discussion

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

Motion to direct Public Works Director and Asst Road Master to terminate the 21 Road agreement with the USFS and begin discussions into an IGA for minor maintenance such as annual blading.

No action allowing 21 Road agreement to remain as is

Attach additional background documentation as needed.

MORROW COUNTY, OREGON 2018-43312

E-RD

Cnt=1 Str=23 TC

11/15/2018 09:49:41 AM

\$35.00 \$11.00 \$60.00 \$10.00

\$116.00



00035597201800433120070074

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



After Recording Return To:

Wallowa-Whitman NF  
Northeast Oregon Land Zone  
1550 Dewey Ave., Suite A  
Baker City, OR 97814

Auth ID: HEP051  
Contact Name: COUNTY OF MORROW  
Use Code: 751

FS-2700-9f (v.09/12)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

**PUBLIC ROAD EASEMENT  
Act of October 13, 1964, (P.L. 88-657)  
36 CFR 251.50, et seq**

THIS EASEMENT dated this 13 day of November, 2018 from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Morrow County, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Morrow, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way over and across the following described lands in the County of Morrow, State of Oregon as described:

Old Western Route (2100 Road)

WILLAMETTE MERIDIAN

T. 05 S., R. 28 E.,

sec. 28, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$  and W $\frac{1}{2}$ SE $\frac{1}{4}$ ;

sec. 33, W $\frac{1}{2}$ NE $\frac{1}{4}$  and W $\frac{1}{2}$ SE $\frac{1}{4}$ ;

T. 06 S., R. 27 E.,

sec. 2, S $\frac{1}{2}$ SE $\frac{1}{4}$  and SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

sec. 3, SE $\frac{1}{4}$ ;

sec. 8, S $\frac{1}{2}$ NW $\frac{1}{4}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  ;

sec. 9, NW $\frac{1}{4}$  and N $\frac{1}{2}$ NE $\frac{1}{4}$  ;

sec. 10, N $\frac{1}{2}$ NW $\frac{1}{4}$  and NE $\frac{1}{4}$ ;

sec. 11, N $\frac{1}{2}$ NW $\frac{1}{4}$  and NE $\frac{1}{4}$ ;

sec. 12, S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ ;  
sec. 13, NE $\frac{1}{4}$ NE $\frac{1}{4}$ .

T. 06 S., R. 28 E.,

sec. 3, lot 1, lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$  and SE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
sec. 4, lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
sec. 5, SW $\frac{1}{4}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
sec. 6, SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
sec. 7, NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and lots 3 and 4;  
sec. 8, NW $\frac{1}{4}$  and N $\frac{1}{2}$ NE $\frac{1}{4}$ ;  
sec. 9, NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
sec. 18, lot 1.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the Exhibit A attached hereto and made a part hereof.

**This grant is made subject to the following terms, provisions, and conditions:**

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for non-highway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for non-highway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits. 3. Not applicable
4. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
5. Consistent with highway safety standards, the Grantee shall:
  - a. Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside of construction limits.
  - b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall

vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.

6. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.

7. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

8. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:

a. That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

b. That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its, Forest Supervisor, Umatilla National Forest, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), and the delegation of authority by the Regional Forester, 58 F.R. 30766, published May 27, 1993, on the day and year first above written.

UNITED STATES OF AMERICA

By: [Signature]

Eric Watrud  
Forest Supervisor  
Umatilla National Forest  
Pacific Northwest Region  
Forest Service  
Department of Agriculture

ACKNOWLEDGMENT

STATE OF OR )  
 )ss.  
County of Umatilla )

On this 13 day of Nov, 2018, before me, the undersigned, personally appeared Eric Watrud Forest Supervisor, Umatilla National Forest, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument on behalf of the United States of America by its authority duly given and by his delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]  
Name (Printed) Michael Don Montgomery  
Notary Public for the State of Oregon  
My Commission Expires 6-24-2022

Certified correct as to consideration, description, reservations or conditions, and form.

[Signature] 10-15-18  
Name Date  
Certified Right-of-Way Specialist, USDA Forest Service

### **Burden and Non-Discrimination Statement**

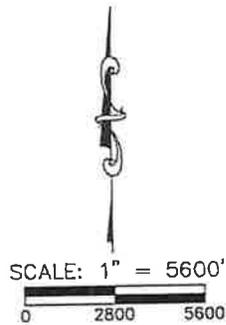
*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.*

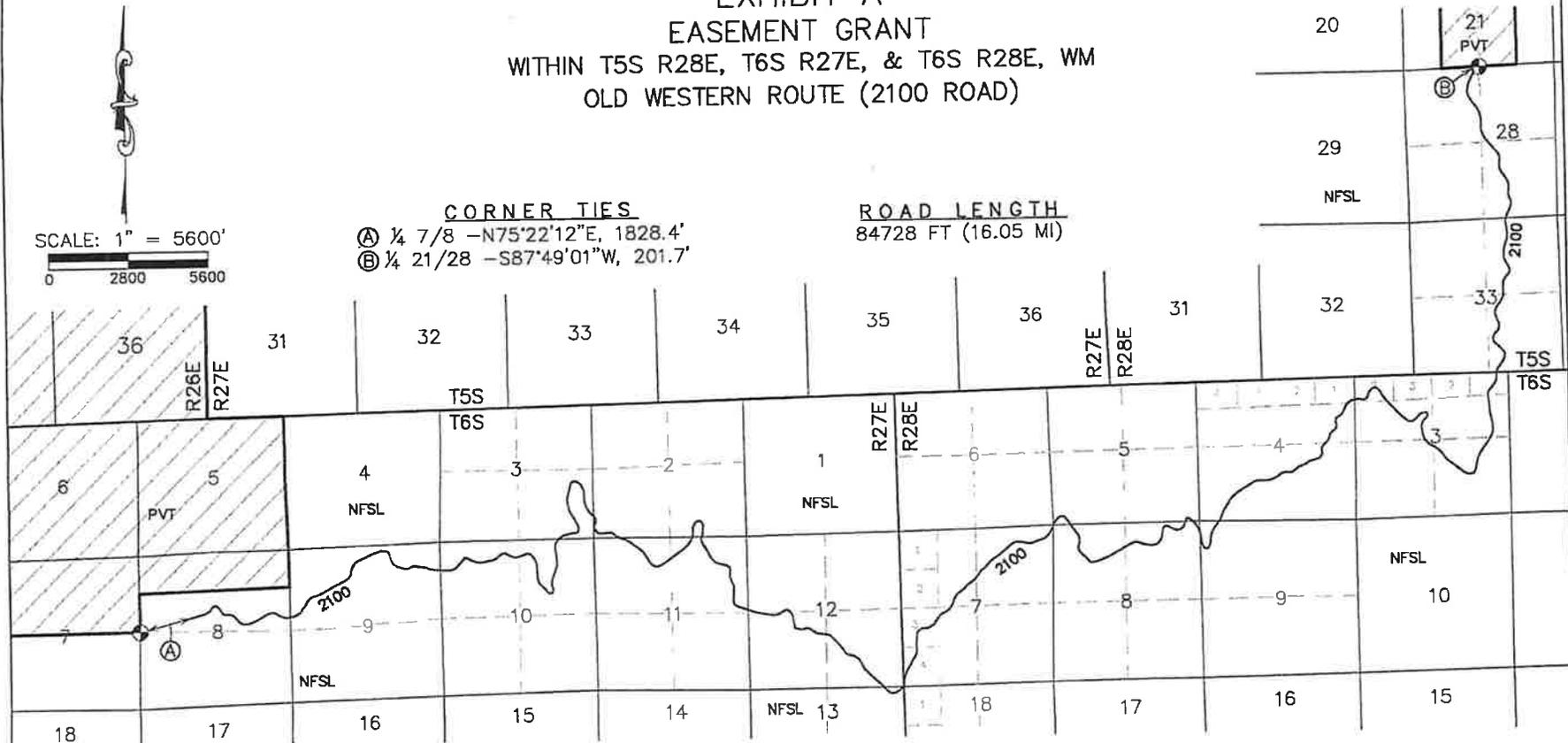
*The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.*

# EXHIBIT A EASEMENT GRANT WITHIN T5S R28E, T6S R27E, & T6S R28E, WM OLD WESTERN ROUTE (2100 ROAD)



**CORNER TIES**  
 (A)  $\frac{1}{4}$  7/8 -N75°22'12"E, 1828.4'  
 (B)  $\frac{1}{4}$  21/28 -S87°49'01"W, 201.7'

**ROAD LENGTH**  
 84728 FT (16.05 MI)



**NARRATIVE**

THE EASEMENT TO BE GRANTED IS 66 FEET WIDE, 33 FEET EACH SIDE OF THE EXISTING 2100 ROAD CENTERLINE. IT EXTENDS FROM THE TRUE PROPERTY LINE OF SECTION 21 AND SECTION 28, T.5S., R.28E., AND TERMINATES AT THE INTERSECTION OF COUNTY ROADS 673, 847, AND 804. THE GRANTOR IS THE USDA FOREST SERVICE. THE GRANTEE IS MORROW COUNTY.

THE AVERAGE EXISTING ROAD WIDTH IS APPROXIMATELY 15 FEET. THE TOTAL AREA OF THE EXISTING ROAD IS 29.2 ACRES. THE TOTAL AREA OF THE EASEMENT TO BE GRANTED IS 128.4 ACRES.

THE LENGTH OF THE 2100 ROAD AND THE CORNER TIES WERE DETERMINED USING A RESOURCE GRADE GPS RECEIVER AND DIFFERENTIALLY CORRECTED USING GPS PATHFINDER OFFICE SOFTWARE. THE CORNER TIES ARE FROM THE FOUND MONUMENTS TO THE CENTERLINE OF THE EXISTING ROAD.

**LEGEND**

- MONUMENTED CORNER
- PROPERTY BOUNDARY
- ROAD EASEMENT TO BE GRANTED
- PVT PRIVATE LANDS
- NFSL NATIONAL FOREST SYSTEM LANDS

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  
 PACIFIC NORTHWEST REGION  
 UMATILLA NATIONAL FOREST  
 2730 GRANTS  
 T.5S. R.28E., T.6S. R.27E., & T.6S. R.28E., W.M.  
 MORROW COUNTY, OREGON  
 DRAWN BY: R.MOYERS  
 PLATTED: JULY, 2018

REVIEWED BY: <i>[Signature]</i>	DATE: 10/29/18	APPROVED BY: <i>[Signature]</i>	DATE: 10/29/18
FOREST LAND SURVEYOR		STAFF OFFICER	



**File Code:** 2730  
**Date:** August 20, 2018

Morrow County Board of Commissioners  
Commissioner Chairman  
PO Box 788 - 110 N Court St.  
Heppner, OR 97836

Dear Chairman Russell:

Recent discussions between Morrow County and the Umatilla National Forest regarding Old Western Route (Forest Road 2100) has resulted in a verbal request from the County to obtain a Public Road Easement to consolidate the jurisdiction of the road.

I support this proposal and am willing to grant a Public Road Easement to Morrow County for the segment which crosses National Forest System lands.

Please review the enclosed Draft Easement and Exhibit A. If you are in agreement with the granting of a Public Road Easement by the Forest, please sign and return this letter. Once this signed letter is received in our office, I will sign and record the Public Road Easement.

**Morrow County Board of Commissioners**

*Absent*

**Don Russell, Chairman**

**Date**

*10-10-18*

**Jim Doherty, Vice-Chairman**

**Date**

*10-10-18*

**Melissa Lindsay, Commissioner**

**Date**

Sincerely,

ERIC WATRUD  
Forest Supervisor

cc: Mike Montgomery, [dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)





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

(For BOC Use)
Item #

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

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

Date submitted to reviewers: 12/15/2022
Requested Agenda Date: 12/20/2022

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 Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Lindsay Grogan 12/15/22 Human Resources \*If appropriate

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

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

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

The 2023 Compensation Board has one vacancy.

I have received a request for appointment for the next four year term (Jan 1, 2023 - Dec 31, 2026).

1. Christine Gray has submitted an appointment request for the next term. Christine is the Human Resource Director at Community Counseling Solutions in Heppner. She has over 15 years of HR/Payroll experience and has also served on the Joseph School Compensation Board. Christine has been trained by the Oregon State Economist in wages/compensation and has several years performing organizational wage studies and implementing pay structures. She would like to serve on the Compensation Board to apply her skills, knowledge, and training to give back to her community.

This candidate appears to be a highly qualified individual and would be great asset to the Compensation Board.

**2. FISCAL IMPACT:**

N/A

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

Suggested motion to appoint Christine Gray to the Compensation Board for a four year term.

Attach additional background documentation as needed.

204.112

County compensation board

204.116

Governing body to fix compensation of county officers, deputies and employees

204.121

Compensation and appointment of officers, deputies and employees in counties subject to county civil service law

204.126

Change in compensation of elective officers

## ORS 204.112<sup>1</sup>

### County compensation board

- members
- compensation review and recommendations

Text

News

Annotations

Related Statutes

- (1) Each county governing body shall appoint a county compensation board. A county compensation board shall consist of from three to five members, who are knowledgeable in personnel and compensation management.
- (2) The county compensation board shall annually recommend a compensation schedule for the county elective officers mentioned in ORS **204.005 (Election or appointment of county officers)**.
- (3) The county compensation board shall annually review the compensation paid to persons comparably employed by the State of Oregon, local public bodies and private businesses within a labor market deemed appropriate by the board for each elective officer. The county compensation board shall take into account such factors as the number of employees supervised and the size of the budget administered by each elective officer, the duties and responsibilities of each elective officer, and the compensation paid to subordinates and other appointed employees who serve in positions of comparable management responsibility. The county compensation board shall prepare and approve by majority vote a recommended compensation schedule for the elective officers and shall submit the recommended compensation schedule to the county governing body.
- (4) Notwithstanding subsections (1) to (3) of this section, the sheriff's salary shall be fixed in an amount which is not less than that for any member of the sheriff's department. [1989 c.941 §1]