

**From:** [Nicholas Green](#)  
**To:** [Steven Mitchell](#)  
**Subject:** RE: FW: John Day - Grant County Policing Contract  
**Date:** Friday, January 28, 2022 3:11:06 PM  
**Attachments:** [image001.png](#)

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Commissioner Palmer told the Blue Mountain Eagle these are separate issues and he plans to keep them separate. I disagree. That he can't see the connection between streets for housing and property taxes from that housing to fund basic government services like law enforcement should sound alarm bells for all county residents, regardless of where they live.

There is nothing new here. Just the latest salvo in an ongoing attempt to extract money from John Day taxpayers for services the county is legally required to provide.

The Grant County Court should see to its own budgetary needs and we will see to ours. Asking John Day voters to pay a premium to fund the County's staff, while declining to ask the same of all county residents and hiding behind their attorneys, is simply not justified. When they are ready to come up with a fair agreement and stand by that agreement in public then we should listen. Until then, we have more pressing concerns.

Nick

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Steven Mitchell <[smitchell@bluemountaineagle.com](mailto:smitchell@bluemountaineagle.com)>  
Date: 1/28/22 2:34 PM (GMT-08:00)  
To: Nicholas Green <[green@grantcounty-or.gov](mailto:green@grantcounty-or.gov)>  
Subject: Re: FW: John Day - Grant County Policing Contract

Nick,

I just gave you a call.

I really appreciate you copying us on this.

I had one quick follow up question below:

According to Sam Palmer, your email, in his opinion, appears to be a parting shot on your part. How would you respond?

On Thu, Jan 27, 2022 at 5:53 PM Nicholas Green <[green@grantcounty-or.gov](mailto:green@grantcounty-or.gov)> wrote:

Councilors,

The attorney for Grant County recently sent our attorney a proposed law enforcement services agreement (see email thread, below, and agreement, attached).

The agreement asks John Day to pay an additional \$282,000 to \$371,000 a year (depending on the transferability of the COPS grant) for the County Sheriff to provide law enforcement services for our city.

To the best of my knowledge, this agreement was never reviewed or discussed by them in public. As you're aware, they also declined to take up your last proposal, which was approved unanimously after weeks of public discussion, and your proposal from last spring, which included the legal opinion our attorneys developed on the use of SRS funds. We've been almost a year now actively trying to plan for this transition, to no avail.

There is no reason for the county court to send us terms for an agreement that were never discussed or approved publicly. Their agreement does not even reference or acknowledge the prior proposals from the city council...it's essentially just a contract to continue patrolling John Day for this additional sum above and beyond our current property taxes.

I am including the Blue Mountain Eagle and KJDY on this thread. This agreement and email thread is now a public document.

It is common knowledge that we are in discussions with the County on a proposed service agreement. Sheriff McKinley has expressed numerous times the dire need he has for additional resources. Furthermore, public safety is a core function of government. There is no reason I can think of to keep this within attorney-client privileged communications and I am not going to spend my time trying to figure out how they came up with it.

In my professional opinion, this needs to be presented to you by the County Court, not by me. I'm happy to have our attorney tell them that but it's up to you. Please let me know how you would like me to proceed.

Nicholas Green, City Manager

City of John Day

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**From:** Jeremy Green <[Green@bjlawyers.com](mailto:Green@bjlawyers.com)>  
**Sent:** Sunday, January 23, 2022 1:13 PM  
**To:** Nicholas Green <[green@grantcounty-or.gov](mailto:green@grantcounty-or.gov)>  
**Cc:** Niki Grieve <[Niki@bjlawyers.com](mailto:Niki@bjlawyers.com)>  
**Subject:** FW: John Day - Grant County Policing Contract

Good afternoon, Nick. I am forwarding the email I received from the county's legal counsel (and attached draft agreement). Shall we discuss Tuesday during our scheduled call?

**Jeremy M. Green** *Attorney & Shareholder*



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**From:** Dominic Carollo <[dcarollo@carollolegal.com](mailto:dcarollo@carollolegal.com)>  
**Sent:** Friday, January 21, 2022 12:09 PM  
**To:** Jeremy Green <[Green@bjlawyers.com](mailto:Green@bjlawyers.com)>  
**Subject:** John Day - Grant County Policing Contract

Hi Jeremy:

Please find the attached draft contract framework for a potential policing contract between Grant County and the City of John Day. For discussion purposes, the County Court and Sheriff asked me to share the following:

- If the COPS grant is not transferable, the cost for 3 deputies is estimated to be \$371,000/year. Thus, that would be the minimum City contribution required for that level of services.
- If the COPS grant is transferable (assuming \$375,000 over 3-4 years), the minimum City contribution for the same level of services is estimated at \$282,400/year.

If your client thinks it makes sense, I suggest you and I schedule a time to discuss this matter after you have a chance to review the attached draft contract with the City.

Thanks.

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Steven Mitchell

Reporter

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