

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA Wednesday, August 21, 2013
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058

Public Comment: Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments to three minutes, unless extended by the Chair.

Departments: Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900.

9:00 a.m.

CALL TO ORDER

Items without a designated appointment may be rearranged to make the best use of time.

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda)
[Museum Grant Application](#), [Treasurer's Report](#), [AOC District 3 Fall Session](#), [Special Transportation](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 7.7.2013](#)

9:30 a.m. [John Day Project](#) – Shawn Zumwalt, Oregon Department of State Lands

10:15 a.m. [7 Mile Rezoning](#) – John Roberts & Dawn Baird

10:30 a.m. [Recess to Library Service District Session](#)

10:45 a.m. [Public Health Contracts](#) – Teri Thalhofer

10:55 a.m. [Economic Development Commission Appointment](#) – Joan Silver

11:10 a.m. [Youth Services/Youth Think Contracts](#) – Molly Rogers

11:20 a.m. [Barlow Forest District Report](#) – Kameron Sam

11:35 a.m. [Road Vacations/Federal Lands Access Program](#) – Marty Matherly

NEW / OLD BUSINESS
COMMISSION CALL / REPORTS
ADJOURN



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 21, 2013

PRESENT: Rod Runyon, Commission Chair
Scott Hege, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Open to the Public/Department Heads – Government Flat Complex Fires

Sheriff Rick Eiesland came forward to report that a lot of good work has been done in an effort to control and suppress the Government Flat Complex Fires which began on August 17th. He reported that the hillside at Mill Creek is being cleared and they hope to have $\frac{3}{4}$ of the perimeter of the fire pinched off. He added that some structures and vehicles have been lost.

Planning Director John Roberts advised the Board that his department intends to be proactive in assisting residents who wish to rebuild. They plan to make sure residents are well-informed regarding processes and regulations in an attempt to avoid any wasted efforts due to unintentional non-compliance.

Sheriff Eiesland stated that it has become a FEMA event; he is confident that some of the County expenses will be reimbursed.

Chair Runyon noted that the Board has not been receiving notices through the Everbridge system and asked that the Sheriff look into it. Sheriff Eiesland said he would and invited the Board to attend the 5:30 a.m. update sessions.

Further discussion ensued around the events of the fire and the efforts of the firefighting force.

Discussion List – Ft. Dalles Museum Grant Application

Trish Neal, member of the Museum Foundation, came forward to ask for the Board's approval to write for a grant to reroof the barn building at the Fort Dalles Museum. She explained that the Oregon State Parks & Recreation grant would pay for 50% of the expense of the project; the Museum Foundation has matching funds to complete the project. They received three bids; the selected bidder has agreed to wait until November 1st to allow the grant process to be completed.

Commissioner Hege observed that the roof must be in disrepair and asked what kind of shingles were on now and what material would be used to reroof the building. Ms. Neal replied that she did not know what the material is but that it would be replaced with like material that is fire retardant. Finance Manager Monica Morris stated that according to the bid documents, the roofing material would be G&R 24" x 3/4" raw premium hand split, resawn, double edge trimmed, 100% edge grain CSSB certi-split heavy cedar shakes with an expected lifespan of 30 to 50 years.

{{{Commissioner Hege moved to approve the Oregon Heritage Grant for the 2013-2015 Biennium. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Neal thanked the County for 60 years of partnering with the City of The Dalles to support the Ft. Dalles Museum – a partnership that began September 3, 1953.

Open to the Public/Department Heads – Fee Waiver Request

Mr. Roberts came forward to present a last-minute fee waiver request from the Boy Scouts of America for their project to replace shower facilities and tent sites with cabins at Camp Baldwin. He explained that they are a non-profit organization and Camp Baldwin is used not only by the Boy Scouts but other community partners. Their fee is \$871, \$71 of which is a state fee that cannot be waived by the County.

Chair Runyon observed that the Board has recently done some reduction of fees. Mr. Roberts responded that those fees were the result of code violations unique to the scenic area.

Commissioner Hege stated that it is challenging; he does not want to go down the road of waiving every fee especially in the light of tightening County budgets.

Commissioner Kramer said that he agrees but the Scouts are a good community partner for the youth of the County. Commissioner Hege agreed.

{{{Commissioner Kramer moved to waive the County fees for the Boy Scouts of America's Camp Baldwin project. Commissioner Hege seconded the motion which passed unanimously.}}}

Open to the Public/Department Heads – Richard Murray

Richard Murray came forward and asked the Board why they had not responded to his letter of April 17, 2013, requesting that the Board contact the Department of Justice to investigate the activities of the Wasco County Assessor's Office. Chair Runyon replied that the letter had been forwarded to County Counsel who had responded in writing to Mr. Murray asking for specific information regarding his complaint.

Mr. Murray stated that he did not want to hear from the District Attorney, he wants to hear from The Board. He said that in his opinion, the District Attorney has a conflict of interest as he represents both the Board and the Assessor's office as County Counsel. He stated that in his opinion the Board has violated his civil rights and hindered prosecution, saying that he could probably bring charges against them. He went on to say that if they would discontinue their animosity toward him and start thinking right there wouldn't be a problem.

Chair Runyon replied that there is no animosity toward Mr. Murray but that they could not request an investigation with so little information.

Mr. Murray said that he had had a lengthy conversation with Commissioner Hege and wanted to know if he had shared that with the rest of the Board. Commissioner Hege said that he did not believe that he had brought that conversation to the other Board members adding that he believes they would have to talk about it in session. Mr. Murray agreed that he could do it in session although he views it as a personnel problem that does not require that formality. He asked Commissioner Hege if he didn't think he should talk to them about it. Commissioner Hege responded that it might be appropriate to talk with them about it, but it is challenging due to the lack of information.

Mr. Murray claimed that the Board is legally culpable as a result of their inaction.

Chair Runyon replied that the Board had responded through counsel that Mr. Murray had not provided enough detail for the Board to take any action. Mr. Murray stated he had asked the Board, not the District Attorney. Chair Runyon advised Mr. Murray that the Board would have to have more information. Mr. Murray replied that he would be extremely explicit, adding that he would leave now as his 3 minutes were up. Chair Runyon responded that no one had mentioned anything about 3 minutes and thanked him for coming.

District Attorney Eric Nisley stated that Mr. Murray had tried to file charges against the County Assessor.

Discussion List – Treasurer’s Report

Chair Runyon asked if there were any questions, noting that there was not much change from last month. Ms. Morris stated that there is not much coming in during this time of the year.

Ms. White reported that she has heard from County Treasurer Chad Krause regarding revisions to the County investment policy; she expects he will come before the Board in October to present the revised policy.

Discussion List – AOC District 3 Fall Session

Commissioner Hege reported that an email request had gone out surveying for best dates; the response rate was very low. He expects that the AOC organizer will work with Judge Talman to set a date. Commissioner Hege is working with Linda Swearingen to use the Young Life ranch and facilities to host the session. As soon as he has a date, he will confirm availability with her. If the Young Life facilities are unavailable, the session will be held somewhere in The Dalles.

Discussion List – Special Transportation Contracts

Ms. White explained that the 29535 ODOT contract covers the State funding for special transportation; the Board signed the contract for the Federal funding in July. She went on to say that the Dial-a-Ride contract is with MCCOG for the execution of the program, making the funds pass-through funds.

Commissioner Hege noted that there is no termination date on the Dial-a-Ride contract. Discussion among the Board members and with Ms. Morris revealed a clause that seems to indicate that the Dial-a-Ride contract is dependent upon the State and Federal funding and therefore would terminate should that funding be withdrawn.

*****The Board was in consensus that going forward any contracts relating to the Special Transportation program should be supported by the Director of the Special Transportation Program attending the session to answer questions.*****

{{{Commissioner Kramer moved to approve the Public Transit Division Oregon Department of Transportation Agreement #29535. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Intergovernmental Agreement for the Wasco County Dial-a-Ride Operations (Special Transportation Operations). Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – John Day Project

Shawn Zumwalt, Land Manager for the Eastern Region Land Management Division of the Oregon Department of State Lands, and Lanny Quakenbush, Eastern Region Manager of the Oregon Department of State Lands, came forward to outline plans to regulate recreational vehicles traversing navigable portions of the John Day River. Mr. Quakenbush explained that the State is granted ownership of navigable waterways from the high water mark down. Portions of the John Day River have been determined to be navigable which makes the Department of Lands Management a member of the John Day Core Team. One concern uncovered by the Team is the abuse of the waterway by recreational vehicle operators traversing the river in the shallower stretches; the activity is damaging to the river as well as the nearby land.

Mr. Quakenbush went on to say that one avenue is for the Department of State Lands to propose a closure to vehicles in the river which gives law enforcement a basis for action; they have taken this step for other Oregon waterways. He stated that Wheeler County Judge Patrick C. Perry has expressed some concerns regarding the proposed rule; in response, Mr. Quackenbush is visiting all the affected Counties to open a dialog. He explained that the proposed rule contains exceptions which would still allow for the use of existing fjords as well as access via boat ramps. The rule would cover specific sections of the waterway where there have been issues.

Mr. Zumwalt added that there will be a formal public comment period as well as public hearings to solicit feedback. If they feel they have addressed all concerns, the rule could be in place as soon as October.

Chair Runyon asked if Judge Perry's concerns have been addressed. Mr. Quackenbush responded that he has not spoken with him directly but met with Wheeler County in May.

Mr. Stone asked if this isn't already covered by regulations as a scenic waterway. Mr. Zumwalt responded that while there are federal rules in place, there is no State authority for deputies to use as a basis for enforcement.

Commissioner Hege noted that only three fjords are shown on the map and asked if there are no more than that for the length of the river. Mr. Zumwalt stated that they hope to discover more through the public comment process. Mr. Quackenbush added that the three on the map were the most readily identifiable when they toured the river.

Commissioner Hege asked if they had worked with any of the recreational vehicle organizations to curb the activity in the river. Mr. Quackenbush stated that he hopes they will hear from them through the public process. Commissioner Hege said that he would like to see if there is another solution rather than regulation. Mr. Quackenbush replied that they are trying to offer a tool to State and County law enforcement.

Mr. Stone said that he hopes they will work with the landowners through this process. Mr. Quackenbush responded that they are not trying to regulate the landowners adding that they can continue the process or let it die based on the feedback they receive.

Dennis Davis, of The Dalles, stated that he works for the BLM out of Prineville; he has been on the John Day many times with law enforcement. He observed that it is difficult to manage misuse by recreational vehicle operators, but he believes the John Day Core Team should do a more thorough inventory of use by local landowners.

Consent Agenda – 7.17.2013 BOCC Minutes
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**{{{Commissioner Hege moved to approve the Consent Agenda.
Commissioner Kramer seconded the motion which passed unanimously.}}}**

General discussion ensued regarding the 2013 Wasco County Fair – Commissioner Kramer reported that gates were down a bit, while 4-H participation was up. The senior lunch at which the Board and Mr. Stone served, was well attended. Next year is the 100th anniversary of the Fair at Hunt Park; the Fair Board has plans to reinvigorate the Fair. Commissioner Kramer encouraged Board support saying that with that support, he believes they can succeed.

Agenda Item – 7-Mile Rezoning

Mr. Roberts was joined by Associate Planner Dawn Baird to present a resolution authorizing the Wasco County Planning Department to initiate a plan amendment, zone change & exception to goal 4 forest lands. Mr. Roberts explained that this issue dates back to the late 1990's when Kenneth Thomas took an appeal to LUBA for land use decisions made by the county. The Planning Director at that time looked for a creative solution and the issue went to mediation which resulted in an agreement (included in Board Packet) being signed in 2000. The rezoning has gained and lost momentum since that time. The contract requires the Wasco County to go through a rezoning process; the resolution being considered by the Board is for a legislative rezoning.

Mr. Roberts stated that staffing is an issue, but he believes that with Ms. Baird's knowledge and expertise there is an opportunity to complete the process in a timely manner. He noted that with a legislative rezoning process there is a gray area regarding the assessment of fees and who would pay any fees assessed. He went on to say that his office has good communication with Mr. Thomas through his attorneys. He added that he supports moving forward with the process.

Ms. Baird observed that if the Board denies the request, Mr. Thomas would be within his rights to reinstate his appeals.

Chair Runyon pointed out that the resolution states that Mr. Thomas will provide assistance. Ms. Baird replied that he has provided a 58 page staff report. She added that the findings were written in 2000 and will need updating but provide a good foundation.

Mr. Roberts said that the County would need to hear from all 8 property owners. Ms. Baird pointed out that the rezoning will give most of the landowners the ability to divide; however there will be strict standards for resource protection. Mr.

Roberts stated that the first step would be to meet with the property owners; second would be to conduct a public meeting; third to bring it to a Planning Commission meeting and then back to the Board of Commissioners in January or February. Ms. Baird stated that the timeline is doable.

Commissioner Hege asked if the protected element would only apply to that area. Ms. Baird replied that it would only apply to any new structures on the 8 tax lots being rezoned; existing structures would not be affected.

Chair Runyon asked if they would receive any special treatment in the event of a fire. Ms. Baird responded that she does not know of any unless a development is proposed in which case they would have to form a homeowner's association.

David Wilson, landowner - 7100 7-Mile Road, came forward in support of the rezoning. He stated that 70 acres of his property would be rezoned. He said that most of the properties on both sides of the road are smaller parcels. He reported that he has a log home and an old historic house on his property that he can do nothing with due to zoning restrictions.

Mr. Davis said that he is surrounded by Mr. Thomas' property. He stated that the smaller parcels were orchard plots developed in the early 1900's. He stated that rezoning would allow him to erect a home on the family property he owns.

{{{Commissioner Hege moved to approve Resolution #13-012 in the matter of directing and authorizing the Wasco County Planning Department to initiate a plan amendment, zone change, LUDO text amendment, and exception to goal 4-forest lands, for an area south of Sevenmile Hill & Dry Creek Roads (File Number PLALEG-13-08-0002). Commissioner Kramer seconded the motion which passed unanimously.}}}

Chair Runyon called a recess at 10:31 a.m. to convene a meeting of the Wasco County Library Service District.

The Session reconvened at 10:42 a.m.

Agenda Item – Public Health Contracts

Public Health Director Teri Thalhofer came forward to brief the Board on the Public Health contracts being considered.

Tyler Technologies Quote for an additional Eden software module: Ms. Thalhofer explained that they had initially believed they would be able to process accounts receivable through their electronic health records system but have discovered that it is not possible. Cost savings for the conversion to date are \$10,090; the additional module is \$4,000 plus \$630 for annual maintenance.

Chair Runyon noted that while this is an unplanned change it is still within the original budgeted amount.

{{{Commissioner Kramer moved to approve the Tyler Technologies Accounts Receivable Quote #50255. Commissioner Hege seconded the motion which passed unanimously.}}}

Nutritional Service Maternity Support Home Visiting Agreement: Ms. Thalhofer stated that they have a Memorandum of Understanding to provide cooperative services between the WIC program and Mid-Columbia Children's Council. She said that it is basically an information sharing program; occasionally MCCC follows women prenatally and Public Health will provide one home visit.

Mr. Stone asked if Public Health is compensated for those visits. Ms. Thalhofer replied that they are reimbursed through another program, but do not bill MCCC for them.

{{{Chair Runyon moved to approve the Nutritional Services Maternity Support Home Visiting Agreement Memorandum of Understanding 2013-2014. Commissioner seconded the motion which passed unanimously.}}}

OCDC Contract Number 02-031 Amendment 1: Ms. Thalhofer explained that the change represented in the amendment is a reflection of the increases fee for immunizations from \$15 to \$21.

{{{Commissioner Hege moved to approve OCDC Contract Number 02-031 Amendment 1. Commissioner Kramer seconded the motion which passed unanimously.}}}

OHA Agreement #142025 Amendment #1: Ms. Thalhofer explained that one section of the original agreement had omitted a dollar amount (Exhibit 2, Category 3). This amendment corrects that omission.

**{{{Commissioner Kramer moved to approve OHA Agreement #142025
Amendment #1. Commissioner Hege seconded the motion which passed
unanimously.}}}**

Chair Runyon asked Ms. Thalhofer to outline the fire-related work being done by Public Health. Ms. Thalhofer replied that they are working on air quality issues; local air quality went to poor this morning. Public Health will be distributing face masks to the public; they have already delivered some to Flagstone assisted living and the Oregon Veterans Home as their populations are at the most risk. A portable air quality monitor is being delivered to Dufur. The local hospital has not had anyone come into the hospital with smoke related breathing issues.

She added that they are asking to public to not bring food to the firefighter's camp as they do not want an outbreak of food borne illness; the best way to help is to make donations to the Red Cross. They are also using this opportunity to emphasize to the public the importance of having a 72 hour kit so they can evacuate safely.

Commissioner Kramer mentioned that at the previous night's public meeting, Ms. Thalhofer and Wasco County Emergency Manager Kristy Beachamp had talked about helping people sign up for the Everbridge reverse 9-1-1 system. Ms. Thalhofer responded that they also hope to activate the Reserve Corps to assist with that project.

Commissioner Hege stated that he had added an address within the evacuation zone to his Everbridge profile but has not received any notifications. He asked if Ms. Thalhofer had received any automated notifications. Ms. Thalhofer replied that management group was not set up to receive those notifications. Commissioner Hege said that it needs to be looked at for improvement; it is important that the administration remains informed.

Agenda Item – Economic Development Commission Appointment

Economic Development Commission Chair Joan Silver came forward to support the EDC's recommendation for an appointment to fill a vacancy on their commission. Chair Runyon commented that they had several excellent candidates from which to choose. Ms. Silver replied that they had recognized the quality of the applicants and hope to involve each of them with the EDC in some way. She explained that they are recommending Kristin Chatfield in part because she is from Mosier and the Commission has not had representation from Mosier

in some time. In addition, Ms. Chatfield has the time to dedicate to larger projects – a quality the Commission was seeking.

{{{Commissioner Kramer moved to approve Order #13-127 appointing Kristin Chatfield to Position 1 on the Wasco County Economic Development Commission. Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Hege said that he had had some discussion with Ms. Silver regarding the possibility of the EDC following up on the County's effort to gather local economic impact information for the recent What the Festival mass gathering event. Ms. White reported that she had sent out approximately one dozen inquiries and received only three or four responses. She committed to sharing that information with Ms. Silver.

Chair Runyon called a recess at 11:09 a.m.

The session reconvened at 11:14 a.m.

Agenda Item – Youth Services/Youth Think Contracts

Youth Services Director Molly Rogers came forward and explained that the Mid-Columbia Center for Living Contract represents the funding for Youth Think. She reminded the Board that the contract had come before them several weeks ago but when it was discovered that the dollar amount in the contract was incorrect they had pulled it from consideration; this agreement is identical except for the correction of the dollar amount.

{{{Commissioner Kramer moved to approve the Agreement between Wasco County and Mid-Columbia Center for Living to perform the necessary services to conduct the program as described in the Prevention Administration Rules and Wasco County's Prevention Plan. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Rogers went on to explain that the Juvenile Crime Prevention Basic Services Intergovernmental Agreement is for funding that supports the juvenile side of NORCOR. She advised that she expects an amendment for a reduction of 2%; she had anticipated the reduction and it will not impact the budget.

{{{Chair Runyon moved to approve Juvenile Crime Prevention Basic Services Intergovernmental Agreement #12687. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Rogers reported that the procurement process for the Early Learning Hub opens tomorrow. It will go to Sherman County and they will distribute it among the stakeholders who will collaborate on a response. She stated that the group continues to make progress toward an agreement; Sherman County is doing some independent work on what it might look like were they to function as the regional Hub. Ms. Roger outlined some of the challenges unique to the various counties engaged in the discussion and pointed out that all of these factors need to be considered as they work toward the formation of a regional Hub. She noted that GIS Coordinator Tycho Granville has been building maps to show where services are located; the group has found these to be amazing tools to assist them in their work.

Commissioner Hege asked if the plan was to be prepared for round one. Ms. Roger replied that the group is not sure they want to participate in round one as there will be considerable shifting of program parameters during the first round. They are leaning toward round two which does not begin until February.

Agenda Item – Barlow Forest District Report

District Ranger Kameron Sam came forward to introduce himself as the new District Ranger for the Barlow Forest District. He expressed his desire to work with the County as part of the community. Ninety-nine percent of the Barlow Forest District is located in Wasco County. He briefed the Board on his background with the Forest Service which includes time in Nevada, Oregon, Washington, Idaho, New Mexico and Illinois.

Ranger Sam reported that as of last night the Government Flat Complex fire has burned 100 acres into the National forest. He noted that the fire's encroachment onto federal lands brings more resources in the fight to contain and suppress the fire. He added that they are now in phase two protection of the watershed; phase one included timber sales and stewardship projects. He explained that some of the timber receipts fund other projects and are designed to use local companies in an effort to contribute to the local economy. Ranger Sam said he is hopeful that the work they have done in the watershed will assist with the containment of the fire. The Forest Service plans partial closures of campgrounds, trails, etc. that have been affected by the fire.

Chair Runyon observed that approximately 18 months ago the Board went on a tour of the forest service properties and stated that it might be time to do that again. Ranger Sam replied that it was already on his list of things to do. Ranger Sam outlined some of the upcoming planned timber sales. The Rocky timber sale covers a 1500 acre area in which they want to clear fuel with a goal of 20 feet between trees.

Commissioner Hege asked if any of the timber sales have been challenged by environmental groups. Ranger Sam replied that they have, adding that the forest service has a good team working to support their plans and principals. He said it will take some time, but he believes they will return to where they were for timber sales in the 1980s – that is his goal. He said that they also want to educate landowners about fire prevention and encourage them to remove fuel from their land.

Agenda Item – Road Vacations/Federal Lands Access

Public works Director Marty Matherly came forward to review his report on the Linns Mill Road proposed vacation. He introduced Josh Moulten from the Oregon Fish and Wildlife Department as well as Kameron Sam, a landowner. He added that Richard Dodge, the other relevant landowner, wanted to be here but is helping with fire containment – he is in support of the vacation.

Mr. Matherly reviewed the highlights of his report stating that the reason for the request is the ongoing poaching, trespassing and vandalism in the area. The landowners want to gate the unimproved road to prevent access for illegal activities. Mr. Dodge will install the gate and be responsible for its maintenance. Mr. Sam added that Mr. Dodge has agreed to allow the Forest Service to place a lock on the gate to allow them access if people need to be evacuated from the other side of the gate.

Chair Runyon asked if this closure would hinder possible future timber sales. Mr. Sam explained that there is already an improved road that would more than likely be used for such activities.

Chair Runyon asked about any other landowners adjacent to the road. Mr. Matherly explained that those landowners' deeds state that they have no legal access. Mr. Dodge has already spoken to Mr. Thomas. Mr. Moulten said this has previously been reviewed with the other landowners and they are aware they

have no legal access. Mr. Matherly added that there is a condition that easement for utilities will be allowed.

Commissioner Hege asked if the vacation will hinder public access. Mr. Moulten responded that there has been significant trespassing and vandalism; there is other, better access to the public lands around these properties. Mr. Sam concurred saying that one of the Forest Service directives is to insure public access – there is a main artery that gives them safer access and has been reviewed by his regional offices.

{{{Chair Runyon moved to approve the Linns Mill public road vacation. Commissioner Kramer seconded the motion which passed unanimously.}}}

Mr. Matherly presented a request for a road vacation on Mission Ridge. He explained that he cannot go forward with a report without the direction of the Board. Commissioner Hege asked if the landowners requesting the vacation pay a fee. Mr. Matherly replied that there is a \$500 fee to submit the proposal which covers only part of the costs associated with the investigation.

{{{Commissioner Kramer moved approve Order #13-128 in the matter of directing the Roadmaster to prepare his report on the proposed vacation of Mission Ridge Public Road, No. 3087 in Section 31, T.2N, R13, W.M. Commissioner Hege seconded the motion which passed unanimously.}}}

Mr. Matherly noted that he has already spoken to Mr. Roberts and uncovered no planning issues associated with the proposed vacation.

Mr. Matherly explained that the match agreement is what he expected to see. The agreement is part of the process. The County contribution is 10.27% which calculates to be \$188,000 which is paid out in steps starting with \$10,000 in 2014, an additional \$10,000 at the beginning of 2015 and another \$110,000 before the end of 2015. The remainder of the match will be in supplies.

Commissioner Hege asked if the County could do it for less. Mr. Matherly replied that it would not be an option as it is a federal project. He said that the first \$10,000 is in the budget; the remainder will have to be built into the next budget year.

Commissioner Hege asked if this is the same source of funding as was used for the Dufur project. Mr. Matherly replied that it is but the Dufur project was a non-matching grant and the project was not restricted by federal regulations.

Commissioner Hege asked what would happen in the case of cost overruns. Mr. Matherly responded that the County would not be unexpectedly billed but would be included in the planning to anticipate costs.

{{{Commissioner Hege moved to approve the Federal Lands Access Program Match Agreement for project number OR PFH 102(4), Cody Road-Wamic Market Grade Reconstruction. Commissioner Kramer seconded the motion which passed unanimously.}}}

Mr. Matherly announced that the US Forest Service would like to modify the Forest Service Agreement by \$23,000. This is for noxious weed control; it does not extend the agreement, it just modifies it to contract for expanded services. It is similar to a previous modification.

Commissioner Kramer asked if the Weed Master has the time to do the additional work. Mr. Matherly replied that he does.

Commissioner Hege asked if this was a break-even arrangement. Mr. Matherly replied that the contract will more than cover costs.

{{{Commissioner Kramer moved to approve the staff recommendation for the US Forest Service contract modification for additional services. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon asked Mr. Matherly if Public Works has done any work related to the Government Flat Complex fire. Mr. Matherly said that there is little for them to do outside of placing requested road closure signs.

Wasco County Emergency Manager Kristy Beachamp came forward to report that representatives from the offices of State Representative Huffman and Senators Merkley and Wyden would be in The Dalles at 11:00 a.m. tomorrow. and she would like to invite Mr. Stone and the Board to meet with them for lunch. Mr. Stone responded that he and most of the Board would be attending a meeting at NORCOR; Commissioner Kramer might be able to attend. Commissioner Kramer said that he would be available to go.

Chair Runyon noted that the fire has brought to light a flaw in the communication system and asked that Ms. Beachamp look into the system to determine why they have not received expected notifications. She replied that she would follow up on that; in the meantime, she said she would include the Board and Mr. Stone on all email updates.

Commissioner Hege said that the system should confirm sign-up so that users know the information has been entered correctly. He stated that he had added an address within an evacuation zone to his profile but had not received any notifications. Ms. Beachamp said that Everbridge has opened a case for the County to provide feedback for the fire event; she will use that avenue as a starting point to correct the problems that have come to light.

Further discussion ensued regarding the fire.

Agenda Item – Commission Call

Chair Runyon reported that he had attended the Klickitat County interview to provide Veterans services. He stated that he was not optimistic that the Wasco County proposal would be accepted, but he felt the presentation was good.

Commissioner Kramer reported that he has been invited to a lunch at Google through his connection with the Columbia Gorge Community College. He asked if there were any items he might bring to their attention while there. There were none.

Chair Runyon called a recess at 12:50 p.m.

Work Session – County Properties

The session reconvened at 1:40 p.m. with a tour of County properties. The Board reassembled at the Court House at 2:36 p.m.

Chair Runyon recessed the Regular Session to open an Executive Session pursuant to ORS 192.330(2)(e) to deliberate regarding real property transactions.

The Session reconvened at 3:18 p.m.

*****The Board was in consensus to move forward with the exploration of uses for the Armory site as well as Chair Runyon pursuing a no-cost**

evaluation of the potential uses of County properties within the City of The Dalles.***

Mr. Stone asked Finance Manager Monica Morris if she had had an opportunity to review the noxious weed contract modification. Ms. Morris responded that she had and said that if the Weedmaster has the time to do the work, she is fine with the contract.

Chair Runyon adjourned the session at 3:20 p.m.

Summary of Actions

Motions Passed

- **Approve the Oregon Heritage Grant for the 2013-2015 Biennium**
- **Waive the County fees for the Boy Scouts of America's Camp Baldwin project.**
- **Approve the Public Transit Division Oregon Department of Transportation Agreement #29535.**
- **Approve the Intergovernmental Agreement for the Wasco County Dial-a-Ride Operations (Special Transportation Operations).**
- **Approve the Consent Agenda (7.17.2013 Regular Session BOCC minutes).**
- **Approve Resolution #13-012 in the matter of directing and authorizing the Wasco County Planning Department to initiate a plan amendment, zone change, LUDO text amendment, and exception to goal 4-forest lands, for an area south of Sevenmile Hill & Dry Creek Roads (File Number PLALEG-13-08-0002).**
- **Approve the Tyler Technologies Accounts Receivable Quote #50255.**
- **Approve the Nutritional Services Maternity Support Home Visiting Agreement Memorandum of Understanding 2013-2014.**
- **Approve OCDC Contract Number 02-031 Amendment 1.**
- **Approve OHA Agreement #142025 Amendment #1.**
- **Approve Order #13-127 appointing Kristin Chatfield to Position 1 on the Wasco County Economic Development Commission.**

- **Approve the Agreement between Wasco County and Mid-Columbia Center for Living to perform the necessary services to conduct the program as described in the Prevention Administration Rules and Wasco County's Prevention Plan.**
- **Approve the Agreement between Wasco County and Mid-Columbia Center for Living to perform the necessary services to conduct the program as described in the Prevention Administration Rules and Wasco County's Prevention Plan.**
- **Approve Juvenile Crime Prevention Basic Services Intergovernmental Agreement #12687.**
- **Approve the Linns Mill public road vacation.**
- **Approve Order #13-128 in the matter of directing the Roadmaster to prepare his report on the proposed vacation of Mission Ridge Public Road, No. 3087 in Section 31, T.2N, R13, W.M.**
- **Approve the Federal Lands Access Program Match Agreement for project number OR PFH 102(4), Cody Road-Wamic Market Grade Reconstruction.**
- **Approve the staff recommendation for the US Forest Service contract modification for additional services.**

Consensus

- **Going forward any contracts relating to the Special Transportation program should be supported by the Director of the Special Transportation Program attending the session to answer questions.**
- **Move forward with the exploration of uses for the Armory site as well as Chair Runyon pursuing a no-cost evaluation of the potential uses of County properties within the City of The Dalles.**


WASCO COUNTY
BOARD OF COMMISSIONERS



Rod Runyon, Commission Chair



Scott Hege, County Commissioner



Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 21, 2013**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Museum Commission Grant Application](#) – Tyler Stone/Trish Neal
2. [Treasurer's Report](#)
3. [AOC District 3 Fall Session](#) – Scott Hege/Kathy White
4. [Special Transportation Contracts](#)

ON HOLD:

1. Predator Control
2. Wasco County website improvement

Discussion List Item
Museum Grant Application

- [Introductory Letter](#)
- [Brown Roofing Proposal](#)
- [Oregon Heritage Grant 2013-2015 Biennium](#)

PATRICIA A. NEAL

PO Box 1571 – The Dalles, Oregon 97058
541.404.0724 Cell 888.269.8775 Fax TrishaNeal@hotmail.com

August 7, 2013

Wasco County Commission
511 Washington Street
The Dalles, Oregon 97058

Dear Commissioners,

I am in the process of writing a grant on behalf of the Wasco County/City of The Dalles Museum Commission and the Fort Dalles Museum and Anderson Homestead. The purpose of the grant is to cover the costs of replacing the roof on the Anderson Barn. It is listed on the National Register and we will be presenting the project to the Landmarks Commission as part of the process.

The Museum Commission has a bid from Brown Roofing in the amount of \$12,685.00 (see attached). They were the winning bid from three quotes requested by Museum Commission member Sam Woolsey. While it does not state on the document, the shingles will be fire retardant shingles.

The grant that I am writing is through the Oregon Parks and Recreation Department (OPRD), the Oregon Heritage Commission. It is the Oregon Heritage Grant. (See attached information.) I must submit a letter of intent by September 9, 2013. If the project is accepted, then the entire grant must be submitted by September 30, 2013. Successful grant recipients will be notified November 1, 2103. Once the agreements are in place, the work will commence.

This is a 50/50 match. The grant would request \$6,342.50 and the balance would be covered through funds in the museum's budget and/or through the Fort Dalles Museum/Anderson Homestead Foundation, LLC. There are sufficient funds in the "Martin Trust Fund" to cover the fifty percent match if the foundation is unable to assist on this.

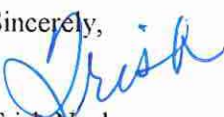
The grant pays out as a reimbursement. Final bills will be submitted to the state agency and once approved, a check will be cut by OPRD and mailed to Brown Roofing. The only funds that would come through the museum and/or foundation would be the fifty percent match.

At this time I am requesting permission to proceed with the grant application process on behalf of the Wasco County/City of The Dalles Museum Commission and the Fort Dalles Museum and Anderson Homestead.

I am a board member of the Fort Dalles Museum/Anderson Homestead Foundation, LLC. I have been the director/curator of a museum in SE Alaska for over 11 years and I have successfully written grants and lobbied the Alaska State Legislature and City of Wrangell for funds.

If you have any questions, please don't hesitate to contact me.

Sincerely,



Trish Neal

cc: FDMAH, FDMAHF, City of The Dalles
Attachments: OPRD Info, Brown Roofing Bid



June 25, 2013

Fort Dalles Museum/Anderson Homestead

c/o Sam Woolsey

500 W. 15th Street & Garrison

The Dalles, OR 97058

Proposal

We hereby submit specifications and estimates for: **Re-Roof Anderson Barn**

- A. Purchase permit.
- B. Protect inside of building with plastic.
- C. Remove existing cedar roofing, clean area, and haul away all debris
- D. Any necessary structural repairs would be billed at extra of labor (\$40/hr) + materials.
- E. Install new G & R 24" x 3/4" raw premium hand split, re-sawn, double edge trimmed, 100 % edge grain CSSB certi-split heavy cedar shakes. These shakes should last 30 to 50 years.
- F. Ridge will be custom fabricated from same shakes as used on roof. G & R raw 18 inch perfection shingles will be used as starter.
- G. No interlayment or edge flashings will be used to keep with the historic style, as requested by Sam Woolsey.
- H. Brown Roofing Company Ten Year Workmanship Warranty (Due to interlayment not being allowed, warranty does not cover issues that cannot be avoided due to this restriction.)

Total this section - \$12,685.00

Payable as follows: Billed Upon Completion

Visa & Mastercard Accepted (add 2% for credit card purchases)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Authorized Signature Travis Nelson Date June 25, 2013

Travis Nelson

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL-The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

P.O. Box 1076 * 3202 W. 2nd Street * The Dalles, OR 97058

OR CCB # 72077

(541) 296-6593 (800) 466-6593

WA Lic. # BROWNR093CR

OREGON HERITAGE GRANT

2013-2015 BIENNIUM

OREGON HERITAGE COMMISSION, OREGON HERITAGE

Oregon Heritage Grant funds are to be used for:

Support of projects for the conservation, development and interpretation of Oregon's cultural heritage. Priority will be given to projects that preserve, develop or interpret threatened heritage resources and/or heritage resources of statewide significance. While acknowledging the great need for financial assistance in preserving Oregon's historic structures, the Commission, because of the availability of other state grant programs for conserving those structures, will not give priority to projects conserving those structures in this grant cycle.

Grants must be submitted through the Oregon Parks and Recreation Department Grants Online program. There will be one grant cycle in the 2013-2015 biennium.

Definitions:

- Heritage is the array of significant things, thoughts, and activities associated with the human experience in Oregon.
- Oregon's heritage resources include artifacts and other manifestations of material culture, documents, publications, photographs and films, prehistoric and historic sites, historic buildings and other structures, cultural landscapes, heritage celebrations, festivals and fairs, and songs, stories, and recordings associated with the human experience in Oregon.

Grants must be submitted through the Oregon Parks and Recreation Department Grants Online program. There will be one grant cycle in the 2013-2015 biennium.

FINANCIAL INFORMATION: Generally awards are \$3000-\$12,000.

MATCH: Grants will be made for no more than 50 percent of total project costs. Up to 50 percent of the participant's share of project costs may consist of approved donated services and materials. Other funds from the Oregon Heritage Commission or Oregon Parks and Recreation Department may not be used to match a Heritage Grant.

BUDGET INFORMATION: Bids and estimates strengthen the grant request when applicable.

PROFESSIONAL REQUIREMENTS: The application must convey that all work will be completed using appropriate museum, archival, preservation, research or library practices.

GRANT REPORTING AND PAYMENT: Awarded projects will be the subjects of binding agreements between the State and the applicants. Typically, grant funds are dispersed on a reimbursable basis. Details of payment arrangements and grant reporting will be provided at the time of award.

GRANT TIMELINE:

Deadline – Dec. 16, 2013 (11:59pm)

Notification - Feb. 1, 2014

Reporting deadline – Apr. 30, 2015



Oregon Heritage, OPRD

www.oregonheritage.org

ELIGIBILITY, CRITERIA AND PRIORITIES:

ORGANIZATIONS:

- A non-profit organization incorporated in the State of Oregon with a 501(c)(3) determination from the United States Internal Revenue Service and a legally-constituted board of trustees or directors;
- A tribal government of a Native American group recognized by the State of Oregon and the federal government and located in the State of Oregon;
- A university or college located in the State of Oregon; or
- A local government within the State of Oregon.

CRITERIA: The review committee will consider the following in ranking the grant applications:

- The capability of the applicant to carry out the proposed project.
- The effectiveness of the proposed project for conserving or developing heritage resources.

PRIORITIES:

- Projects that preserve or develop heritage resources that are threatened and/or are of statewide significance
- Projects with a well-prioritized, clearly explained work plan with an appropriate level of detail and realistic cost estimates.
- Geographic diversity.
- Project readiness, including matching dollar share in-hand.

REGISTER ON TO APPLY ONLINE: Visit the OPRD: Grants Online at www.oprdgrants.org to request an account and receive your login. Please use the instructions for OPRD: Grants Online which can be found at <http://www.oregon.gov/oprd/HCD/FINASST/Pages/grants.aspx>.

APPLICATION SUBMISSION: Once you have a login, you will be able to submit your application. You can enter information, save, log out, log back in, enter more, etc. as many times as you would like before you submit. Instructions for OPRD: Grants Online visit our website.

<http://www.oregon.gov/oprd/HCD/FINASST/Pages/grants.aspx>

APPLICATION QUESTIONS: The following questions will appear on the online application.

- Brief Project Description - Please limit this to 80 words and be specific.
- Finance – Please see the OPRD: Grants Online instructions for more detail.
 - Project Budget - use categories: contractor/consultant; volunteer time; employee; travel; materials & equipment; printing, publication, design, etc.; other.
 - Funding Source - use categories: organizational funds (include staff time, operations, donations), in-kind donations, volunteer time. Enter matching grants individually.
- Project Need and Value – Describe the project need in terms of heritage resources that are threatened and/or of statewide or regional significance. Describe the project's anticipated impact on this need. Describe the project's potential to broaden and/or deepen knowledge, understanding, appreciation of and access to heritage.
- Project Goals – Describe the project's goals. Explain the measurable products or outcomes of the work. This may include number of artifacts cataloged, number and type of people served, length of exhibit period, professional standards met, new visitors reached, etc.



Oregon Heritage, OPRD

www.oregonheritage.org

- Project Timeline - List your major objectives and approximate date they will be completed.
- Project Detail - Provide details about the professionalism in how the work will be performed (how scans will be made and stored, how repairs will be made following preservation standards, how student programs will meet educational standards, etc.) Describe the project director's experience related to this or similar projects. List any "experts" - their qualifications and how they will be involved. Describe how the project will be monitored and evaluated. Describe how the project will be maintained if applicable.
- Ability to Complete the Project - Describe your organization's history and past successes related to this project, any partnerships on this project, volunteer or community support for this project, and any other evidence of your ability to complete the project.
- Budget Narrative - Provide information about the appropriateness of the estimate (research, bids, qualified personnel, etc.). Indicate whether other funding (such as other grants) is committed or not.
- Submit photos, estimates, resumes, letter of commitment, technical information.

ASSISTANCE:

Grant questions and OPRD: Grants Online: Kuri Gill, kuri.gill@state.or.us, 503-986-0685.

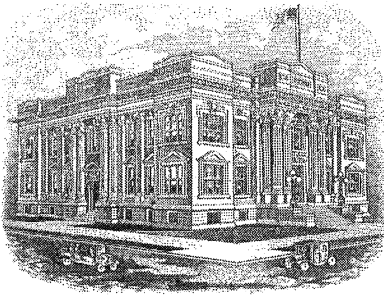


Oregon Heritage, OPRD

www.oregonheritage.org

Discussion List Item
Treasurer's Report

- [July 2013 Report](#)
- [August 2013 Report](#)



WASCO COUNTY

Finance Department

Treasury
Chad Krause
Treasurer

Suite 206
511 Washington Street
The Dalles, Oregon 97058-2268
(541) 506-2772
Fax (541) 506-2771

July 10, 2013

TO: Wasco County Board of Commissioners

FROM: Chad Krause, Wasco County Treasurer

RE: Monthly Financial Statement

As of July 1, 2013, Wasco County had cash on hand of **\$18,959,374.85**

Funds on deposit at US Bank (a qualified depository for public funds under ORS 295):

\$ 1,599,136.15

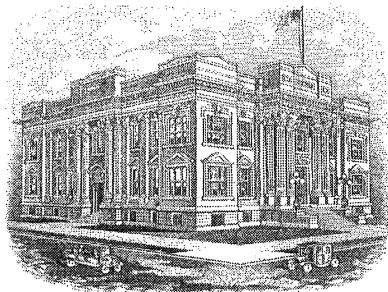
Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 17,360,238.70

Funds available to earn interest do so at the annualized rate of 0.5400%

Total outstanding checks of Wasco County: \$597,516.39



WASCO COUNTY

Finance Department

Treasury
Chad Krause
Treasurer

Suite 206
511 Washington Street
The Dalles, Oregon 97058-2268
(541) 506-2772
Fax (541) 506-2771

August 10, 2013

TO: Wasco County Board of Commissioners
FROM: Chad Krause, Wasco County Treasurer
RE: Monthly Financial Statement

As of August 1, 2013, Wasco County had cash on hand of **\$18,316,690.84**

Funds on deposit at US Bank (a qualified depository for public funds under ORS 295):

\$ 1,183,195.32

Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 17,133,495.52

Funds available to earn interest do so at the annualized rate of 0.5400%

Total outstanding checks of Wasco County: \$37,501.74

Discussion List Item
AOC District 3 Fall Session

- [Memo](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: AOC DISTRICT 3 FALL SESSION
DATE: 8/15/2013

BACKGROUND INFORMATION

Wasco County is scheduled to host the AOC District 3 Fall Session. Commissioner Hege has been working with Linda Swearingen for a venue and logistical support. If that plan falls through, we would hope to hold the meeting at CGCC using their café for lunch services.

Discussion List Item
Special Transportation Contracts

- [Memo](#)
- [ODOT Agreement #29535](#)
- [MCCOG Dial-a-Ride Contract](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: TRANSPORTATION CONTRACTS
DATE: 8/16/2013

BACKGROUND INFORMATION

On January 16, 2013, Dan Schwanz, Transportation Director for Mid-Columbia Council of Governments, appeared before the Board with a 5310 Special Transportation Funding Grant Application which was awarded. On July 17, 2013, the Board approved ODOT Agreement 29348 which outlined the responsibilities of the State and Wasco County for the Federal Funding portion of the Special Transportation Program.

ODOT Agreement 29535, being considered today, outlines the responsibilities of the State and Wasco County for the State Funding portion of the Special Transportation Program.

The Dial-a-Ride contract being considered today outlines Wasco County's agreement with MCCOG to implement and manage the Special Transportation Program for Wasco County.

PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Wasco County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2013** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2015** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget
Exhibit B: Financial Information
Exhibit C: Subcontractor Insurance

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient Grant Funds in an amount not to exceed **\$111,599.00**. Recipient acknowledges and agrees that State may change the amount of Grant Funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** Disbursement Generally. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the Grant Funds stated in Section 3 divided by the number of

calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if Grant Funds are adjusted as provided in Section 3.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. All Grant Funds previously disbursed have been used in accordance with OAR Chapter 732.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating

in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii.

Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

- iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice,:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the Grant Funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

- a. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- b. **Reserved.**
- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when

receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- h. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- i. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein

regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Wasco County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Chavez
511 Washington Street, Suite 207
The Dalles, OR 97058
1 (541) 506-2677
teresac@wasco.co.or.us

State Contact:

Joni Bramlett
555 13th St. NE, Ste. 3
Salem, OR 97301-4179
1 (541) 388-6185
Joni.D.BRAMLETT@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Joni Bramlett
Date 7/17/2013

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: Wasco County STF Formula and STO Funds 13-15 <i>13-15 STF Formula & STO Funds</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$81,599.00	\$81,599.00	\$0.00	
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$30,000.00	\$30,000.00	\$0.00	
Sub Total	\$111,599.00	\$111,599.00	\$0.00	
Grand Total	\$111,599.00	\$111,599.00	\$0.00	

- 1. PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities in Wasco County. Funding may be used for the following purposes: maintenance of existing transportation programs; expansion of existing transportation programs; creation of new programs and services; planning for, and development of, access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

- 2. PROJECT DELIVERABLES, TASKS and SCHEDULE

STF Agency will distribute funds to the following approved subrecipients and projects. STF Agency retains authority over costs and allocations of STF dollars accepted and may shift STF dollars between the subrecipients and projects identified in this Exhibit A, as the STF Agency deems necessary. An amendment to this Agreement will be required if there are additional subrecipients or projects.

STF FORMULA SUBRECIPIENT BUDGET JULY 1, 2013 THROUGH JUNE 30, 2014

*SUBRECIPIENT: Wasco County
Administration: \$2,000*

*SUBRECIPIENT: Mid-Columbia Council of Governments
Operating: \$38,800*

SUBRECIPIENT BUDGET JULY 1, 2014 THROUGH JUNE 30, 2015

*SUBRECIPIENT: Wasco County
Administration: \$2,000*

*SUBRECIPIENT: Mid-Columbia Council of Governments
Operating: \$38,799*

- 3. PROJECT ACCOUNTING and SPENDING PLAN

STF Agency will receive and disburse STF moneys from a separate governmental fund. Any money realized as a result of interest accrued will be added to the moneys and will be reported to State.

See distribution above for estimated spending plan.

4. SPECIAL TRANSPORTATION OPERATING (STO):

The STF Agency will distribute STO funds (availability of funds is contingent on budget action by the State of Oregon Legislature) to the following approved subrecipients and projects. The STF Agency retains authority over costs and allocations of STF dollars accepted and may shift STF dollars between subrecipients and projects identified in this Exhibit A, as the STF Agency deems necessary. An amendment to this Agreement will be required if there are additional subrecipients or projects.

The uses of funds of Special Transportation Operating funds are limited to operating expenses defined by OAR 732-005-0010(19): "Operating Expense" means the costs associated with the provision of transportation services. Operating expense does not include expenses associated with procuring or leasing capital equipment. Common operating expenses include, and are not limited to: personnel, insurance, utilities, vehicle and facility maintenance, professional and technical services, security, fuel and tires, purchased transportation services, personnel training, communication and technology maintenance, marketing/public information, and planning integral to the provision of transit services.

STF OPERATIONS - SUBRECIPIENT BUDGET JULY 1, 2013 THROUGH JUNE 30, 2015

SUBRECIPIENT: Mid-Columbia Council of Governments
Operating: \$30,000

●

EXHIBIT B

Financial Information

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This Agreement is financed by the funding source indicated below:

State Program	State Funding Agency		Total State Funding
ORS 391.800 through ORS 390.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		\$111,599.00

Administered By Public Transit Division 555 13th St. NE, Ste. 3 Salem, OR 97301-4179
--

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

INTERGOVERNMENTAL AGREEMENT

FOR THE

WASCO COUNTY DIAL-A-RIDE OPERATIONS (Special Transportation Operations)

This Agreement, effective when signed by all parties, is made and entered into between Mid-Columbia Council of Governments, 1113 Kelly Avenue, The Dalles, OR 97058, an ORS Chapter 190 entity, hereinafter referred to as MCCOG, and Wasco County, a political subdivision of the State of Oregon, 511 Washington Street, The Dalles, OR 97058, hereinafter referred to as County. This Agreement is for the provision of Wasco County Dial-A-Ride transportation services.

1. **Effective Date.** This Agreement shall be effective as of July 1, 2013 or at which time both Parties have signed this Agreement. This is known as the effective Agreement date. No services shall be performed prior to the effective Agreement date.
2. **General Description of Work.** This Agreement is for services generally described as Wasco County Dial-a-Ride operations (Special Transportation Operations), and more particularly described in Exhibit A, Scope of Work.
3. **Reimbursement.** County agrees to provide funding to MCCOG for costs of performing the Scope of Work as specified in Exhibit A. Specific funding amounts and payment schedule are specified in Exhibit B, Payment for Work.

In the event services are required beyond those specified in the Scope of Work, MCCOG shall submit a revised fee estimate for such services, and an Agreement modification shall be negotiated and approved by all parties prior to any effort being expended on such services.

4. **Exhibits.** The following exhibits are made part of this Agreement:

Exhibit A– Scope of Work

Exhibit B – Payment for Work

Exhibit C – Insurance

Exhibit D – ODOT Agreement Number 29348 with Wasco County

5. **Execution of Work.** MCCOG shall at all times carry on the work diligently, without delay, and punctually fulfill all requirements herein. The passage of the Agreement expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

This Agreement outlines the entire relationship between MCCOG and the County for purposes stated in Exhibit A, Scope of Work.

6. **Books and Records.** MCCOG shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. MCCOG acknowledges and agrees that the County and their duly authorized representatives shall have access to the books, documents, papers, and records of MCCOG which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by the County. If for any reason any part of this Agreement is involved in litigation, MCCOG shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to MCCOG and to its duly authorized representatives in preparation for and during litigation.
7. **Termination, Administrative, Contractual or Legal Remedies.** This Agreement may be terminated by written mutual consent of both parties. If this Agreement is terminated prior to the end of the Agreement period, MCCOG shall be reimbursed for the project tasks completed through termination date as outlined in the Payment for Work, Exhibit B. If one party is suspected to be in violation of this Agreement, the non-violating party shall notify the other party in writing of the circumstances leading to this conclusion. The Agreement will be automatically terminated if the violation has not been remedied.

This Agreement may be terminated by MCCOG or the County for any reason with 180 days written notice.

All claims, counter claims, disputes and other matters in question between the County and MCCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism, or in a court of competent jurisdiction with the State of Oregon and Wasco County. In the event of any dispute arising from this Agreement, each party shall be required to pay its own separately incurred attorney's fees, expenses, and court costs, including arbitration, trial and appeal.

8. **Indemnity and Insurance.** (a) MCCOG agrees to indemnify, defend, and hold harmless the County from all claims, lawsuits and actions of whatever nature brought against those parties which arise from MCCOG's performance or omissions under this Agreement. MCCOG shall not be required to indemnify the County for any such liability arising out of negligent acts or omissions of the County, their employees or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

(b) MCCOG shall provide insurance as required in Exhibit C, Insurance, naming County as an additional insured, and furnishing County with written proof of insurance on or before commencement of this Agreement.

9. **Successors & Assignments.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After the original Agreement is executed, MCCOG shall not enter into any new sub agreements for any work scheduled under this Agreement or assign or transfer any of its interest in this Agreement without prior written consent of the County.

10. **Compliance with Applicable Laws.**

(a) MCCOG agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

(b) MCCOG shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

(c) This Agreement is based on and is subject to Oregon Revised Statutes, Oregon Administrative Rules, and Federal Transit Administration Regulations such as those contained in ORS 323.455, ORS 391.830 and FTA Circular 9040.1F including all associated references and citations.

11. **Federal Transit Administration Annual Certifications and Assurances.** MCCOG agrees to comply with all applicable Federal Transit Administration Certifications and Assurances. Furthermore, MCCOG will submit the Annual Certifications and Assurances to ODOT on an annual basis and include all certifications required by 49 U.S.C. 5310.

12. **Audit Requirements.**

- a. If MCCOG receives Federal funds in excess of \$500,000, MCCOG agrees to comply with an audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, Non-profit Institutions*. MCCOG, if affected by this requirement, shall at its own expense, submit to State Public Transit Division, 555 13th Street NE, Suite 3, Salem, OR 97301-4179, a copy of its a-133 annual audit covering the funds expended under this Agreement.

- b. If MCCOG receives less than \$500,000 in Federal funds, MCCOG shall, at its own expense, submit to State Public Transit Division, 555 13th Street NE, Suite 3, Salem, OR 97301-4179, a copy of it's a-133 annual audit covering the funds expended under this Agreement and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.

13. **Other Federal Requirements.** One of the principles of contracting with Federal funds received indirectly from the Federal Transit Administration (FTA) is recognition that, as a condition of receiving the funds, certain specific requirements must be met not only by the County, but also by MCCOG. To the extent applicable, Federal requirements extend to third party contractors and their contracts at every tier. The specific requirements for specific grant funds are found in the Master Agreement that is signed and attested to by the State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300 or accessing the FTA website: www.fta.dot.gov.

The following is not a complete list of Federal requirements. Rather it is a summary of various primary requirements associated with the type of transaction covered by this Agreement and the type of funds described in Exhibit D.

- a. MCCOG shall comply with Title VI of the Civil rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). MCCOG shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. MCCOG will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
- b. MCCOG shall comply with FTA regulations in Title 49 CFR 27 *Nondiscrimination on the Basis of Disability in Programs or activities Receiving Federal Financial Assistance* which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
- c. MCCOG has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.
- d. MCCOG will correct any condition which State or FTA believes "creates a serious hazard of death or injury" in accordance with Section 22 of the Federal Transit Act, as amended.

- e. MCCOG will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to the State. Each contract MCCOG signs with a subcontractor must include the following assurance:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State assisted contracts. Failure by the contractor to carry out these terms is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Recipient deems appropriate.

- f. MCCOG and sub-contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an office or employee of any Federal Department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, MCCOG shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to the State at the end of each calendar quarter in which there occurs an event which requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

- 14. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 15. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riots, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause or delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
- 16. **Waiver.** The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.
- 17. **Other Provisions.** MCCOG shall protect and indemnify County against any payroll taxes or contributions imposed with respect to any employees of MCCOG by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. MCCOG shall at MCCOG's own cost and expense insure each person employed

by MCCOG the compensation provided for by law with respect to worker's compensation and employer's liability insurance.

18. **Funds Available.** MCCOG understands and agrees that County's payments for amounts under this Agreement is contingent on the County receiving funding from the Oregon Department of Transportation to continue to make payments under this Agreement.

THIS AGREEMENT, WHICH INCLUDES ALL ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

MID-COLUMBIA COUNCIL OF GOVERNMENTS

By _____

John Arens, Executive Director

Date _____

WASCO COUNTY

By _____

Rod L. Runyon, Commission Chair

By _____

Scott C. Hege, Commissioner

By _____

Steve Kramer, Commissioner

By _____

Date _____

By _____

Eric J. Nisley, District Attorney

EXHIBIT A
SCOPE OF WORK

Task 1: Operations of Dial-a-Ride.

—
MCCOG will provide demand responsive Dial-a-Ride transportation services in Wasco County for older adults and persons with disabilities.

The current “demand response” system will be maintained. Rides will be scheduled in advance. Service is available for any purpose, services will not be prioritized. Service hours will be Monday through Friday, 8:00 AM to 5:00 PM, excluding MCCOG recognized holidays. The service area is Wasco County, with the majority of the service being available in the vicinity of the City of The Dalles. Scheduling phones will be available Monday through Friday, 8:00 AM through 5:00 PM, excluding MCCOG recognized holidays.

MCCOG will support the operation of human service transportation provided by various agencies in Wasco County under the authority of MCCOG.

Task 2: Vehicle Ownership, Maintenance, and other Capital Costs. MCCOG will be responsible for the provision of vehicles, fuel, insurance and maintenance costs.

EXHIBIT B
MCCOG COMPENSATION

B.1 Basis of Compensation. The County shall compensate MCCOG for the services provided as described in the Scope of Services, as defined in Exhibit A. The expected source of funding for these funds is a biannual "Special Transportation Program" grant to the County by the Oregon Department of Transportation.

The compensation to be paid for these services to MCCOG shall be based on a reimbursement cost of \$9.00 per ride for one-way rides provided to persons with disabilities and seniors. This reimbursement shall not exceed \$157796 dollars for the period of July 1, 2013 through June 30, 2015. It is also understood by both parties that the Oregon of Department of Transportation requires 10.27% matching funds for this service which MCCOG will provide (\$16,204).

MCCOG will provide all of the information necessary for the required quarterly reports to be submitted to the State.

B.2 Payment for Services. MCCOG shall submit quarterly billing invoices to the County based on the actual rides billed. MCCOG will only be compensated for rides incurred during Agreement period.

Invoices shall be submitted to the County on or before the fifteenth of the month for services incurred during the previous quarter. The County shall be allowed thirty (30) days from the date the invoice is received to reimburse MCCOG, provided that the work performed is acceptable to the County. Upon receipt of the invoice, the County shall review the documentation submitted and may request additional information. If the County does not request additional information within fifteen (15) days after receipt of the invoice, the invoice shall be deemed approved and payment of moneys shall be made. In the event the County requests additional information from MCCOG, the County shall have fifteen (15) days from the date of receipt of the additional information to review the information. If MCCOG has provided the information requested, the invoice shall be deemed approved and payment of moneys shall be made. In the event MCCOG does not provide the information requested within thirty (30) days, the County may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily.

B.3 Changes in the Scope of Project. The County and MCCOG agree in accordance with the terms and conditions of this Agreement that if the scope of the project is changed materially, MCCOG shall request in writing, before services are provided, an appropriate change in the amount of compensation.

B.4 Suspension or Abandonment of Project. If the Project is suspended or abandoned, in whole or part for more than 45 days, MCCOG shall be compensated for all services performed prior to receipt of written notice from the County of such suspension or abandonment. If the Project is resumed after being suspended for more than 45 days, MCCOG's compensation shall be reviewed with the County and

an adjustment made for the cost of restarting the project before work continues.

EXHIBIT C

INSURANCE PROVISIONS

During the term of this Agreement, MCCOG shall maintain in force at its own expense, each insurance noted below:

C.1 Worker's compensation. Required of contractors with one or more workers, as defined by ORS 656.027. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers.

C.2 Employer's Liability. Employer's liability insurance with a combined single limit or the equivalent of not less than \$500,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services provided under this Agreement.

C.3 General Liability. Broad form comprehensive general liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage.

C.4 Automobile Liability. Automobile bodily injury (\$1,000,000 per person and occurrence) and property damage (\$1,000,000 per occurrence) liability insurance covering all vehicles that will be used to provide services through this Agreement.

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

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 21, 2013**

CONSENT AGENDA

1. [Minutes](#)

a. [7.17.2013 Regular Session Minutes](#)

**Consent Agenda Item
Minutes**

- [7.17.2013 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 17, 2013

PRESENT: Rod Runyon, Commission Chair
Scott Hege, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Commissioner Kramer asked to remove the Tri-County Hazardous Waste Sub-Committee request from the discussion list, explaining that more information would be forthcoming that would add to that discussion.

Open to the Public – Cassidy Planning Department Request

Chair Runyon reviewed the discussion guidelines included on the session agenda and invited members of the public to speak. Gerald Cassidy, 3950 Mosier Creek Road, stated that he and his wife, Linda, have spoken to Planning Department staff; there are 6 parcels of land waiting for lot lines but the work is not getting done although they were assured it would be done. He added that the Planning department needs help.

Chair Runyon assured the Cassidy's that the Board had followed up with the Planning Department following the Cassidy's last appearance; he explained that although the Planning Department had interviewed candidates and made a selection to fill the vacant Associate Planner position, that candidate declined the offer. The Planning Department is functioning with reduced staffing and the public will need to exercise patience.

Ms. Cassidy said that she feels there may be some problem with lot lines in general as 6 of the 23 pending cases are for lot lines.

Chair Runyon replied that while there would not be an answer today, the Board would follow up on the issue; he added that he believes there is just a staffing shortage causing delays.

Open to the Public – Wasco County Road Advisory Committee

WCRAC Chair Chuck Covert came forward to explain that the committee has made presentations around the County in an effort to inform and solicit input from County residents and businesses. The WCRAC has held 18 public meetings, 14 committee meetings, had 7 newspaper articles and appeared on 3 radio stations. They feel the presentations have been effective.

In addition to the presentations, they have circulated a questionnaire to gain feedback from the public. The results have indicated that the public is in support of maintaining the County roads and would support a new revenue stream for that purpose. The WCRAC is working to develop funding recommendations to present to the Wasco County Board of Commissioners. Some of the ideas being considered are:

- A road district
- A gas tax
- A license plate tax
- A transportation impact fee for commercial trucks

Mr. Covert went on to say that the committee does not feel it has the expertise necessary to move forward with a road district and would like to engage a consultant to help them navigate the process. The RAC would need funding to support that effort. He asked that the BOCC provide them with some guidance and direction for proceeding.

Public Works Director Marty Matherly explained that there are at least five different districts available and it would be helpful to have a professional to help guide the County through the process of selecting the best fit and forming the district.

Mr. Covert noted that he had heard that the City Council was considering meeting with the County to discuss a joint effort and wondered if the WCRAC should wait for that meeting before moving forward.

Chair Runyon expressed his appreciation for the work done by the WCRAC and said that he thinks the information will be helpful in meeting with the City of The Dalles. He said he wants to have the meeting with the City of The Dalles, keeping in mind that there are other cities in the County as well. He suggested that Mr. Covert, Mr. Matherly and Mr. Stone meet to discuss the possibilities more in depth.

Further discussion ensued regarding the potential meeting dates. Commissioner Hege suggested that some of the upcoming AOC sessions would provide some guidance for this process. Commissioner Kramer also believes that AOC could be a good resource for forming a district.

Discussion List – Employee Retirement

Chair Runyon noted that Sylvia Loewen will be retiring August 1st after 23 years of service to the County. County Assessor Tim Lynn came forward on her behalf explaining that she preferred to leave quietly. Chair Runyon said that he would come to the Assessor's office at a later time to present Ms. Loewen with her certificate.

Discussion List – Annual Tax Report

Mr. Lynn summarized the 2012-2013 Tax Report. Chair Runyon asked if interest collected is also distributed to the districts. Tim replied that it is distributed according to statute; there is a 16% interest rate on delinquent taxes which is penalty interest.

Discussion List – GIS Agreements

GIS Coordinator Tycho Granville came forward to explain that the GIS agreements are annual agreements with partners who use County maps and tech support. These agreements have been in place since 1999.

Commissioner Hege pointed out that the Sherman County agreement is unique. Mr. Granville said Sherman County provides funding through recording fees.

Chair Runyon noted that the big change for GIS is public access and asked how that has been going. Mr. Granville replied that they get about 750 hits a month and a handful of calls for support; data sales are down as people are using the online maps.

Commissioner Hege asked if the layers that were created for the city are available to the public. Mr. Granville responded that some are, even some of the overlays are accessible to the public.

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and the City of The Dalles for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Fire & Rescue for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and North Wasco County Public Utility District for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Sherman County for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item - VSO Quarterly Report

Veterans Service Officer Russell Jones came forward to summarize his submitted report. He added that he has passed his accreditation testing and should soon receive his credentials. He reported that he has already received increased system access; while veterans may wait for up to 45 minutes on the phone to speak to someone at the Pension Management Center, he is able to get through to someone usually on the first ring.

Mr. Jones announced that the Oregon legislature has increased veterans services funding by \$10,000 per county per biennium. There are also grants available for which his office will apply; a measure that would have provided lottery funding for veterans failed.

Finally, Mr. Jones said Veterans Intake Coordinator Patrick Wilbern is out of the office attending National Guard training and will return in 10 days at which time the office will be back up to speed.

The Board commended Mr. Jones for his hard work on behalf of Gorge veterans. Chair Runyon announced a meeting this afternoon at the Oregon Veterans Home. Mr. Jones said this is a first meeting to develop some kind of support mechanism for suicide. The local veterans rate of suicide has increased above the general population rate; the veterans rate has historically been lower.

Chair Runyon stated that the Patriot Guard would be attending services for a young local veteran on Friday, July 19th.

Discussion List – What the Festival Update

Senior Planner Joey Shearer came forward and summarized the WTF memo included in the Board Packet. He explained that 4 of the 10 imposed conditions had a July 1st deadline; the applicant has submitted evidence of compliance with all 4 conditions:

- Proof of adequate insurance
- Attendance cap
- Adequate water supply
- Provisions for the processing of gray water

Mr. Shearer added that the remaining conditions would continue to be monitored for compliance; there will be a walk-through prior to the event.

District Attorney Eric Nisley encouraged the Board to designate a member to visit the festival so that when it comes around next year, someone on the Board would have first-hand knowledge. He reported that all of the injunctions brought have been dismissed; the case is concluded.

Chair Runyon remarked that the County had a very thorough process and the success in court is a direct result of good work; he thanked both the planning department and DA Nisley for their efforts.

DA Nisley commended the planning department for their comprehensive preparations for the hearing.

Chair Runyon noted that Commissioner Kramer lives in the area and would be the logical choice to visit the event. DA Nisley suggested that Commissioner Kramer take photos to document his observations.

Chair Runyon praised the organizers' openness and willingness to cooperate with the process.

Chair Runyon called a recess at 9:45 a.m.

The session reconvened at 9:49 a.m.

Agenda Item – Youth Services Contracts

Youth Services Director Molly Rogers came forward to explain the contracts being considered by the Board. She stated that the Early Learning Hub Agreement is a one-page agreement in support of the formation of an Early Learning Hub. She stated that they are still in the exploratory stages and there will be a meeting on August 5th to which the Board is invited. The current conversation is around the idea of Sherman County serving as the Hub.

Mr. Stone noted that Sherman and Gilliam Counties have already adopted the agreement. Ms. Rogers said that if the Board supports the agreement, she has committed to doing some further work with the other counties.

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement Supporting the Formation of an Early Learning Hub to Ensure Children and Their Families Meet Developmental Milestones That Lead to Kindergarten Readiness. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Chair Runyon, referencing the hub contact discussion item, moved to approve Ms. Rogers as the designated contact for Wasco County. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Rogers explained that a previous Healthy Start contract approved by the Board was a mixed funds agreement for Healthy Start funding. The Healthy Start contract being considered today is for Medicaid funding and goes hand in hand with the previous contract.

Commissioner Hege asked if there is a match required from the County. Ms. Rogers replied that there is not.

{{{Commissioner Kramer moved to approve the Early Learning Division 2013-2015 County Healthy Families Oregon Medicaid Administrative Activities Intergovernmental Agreement. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Rogers stated that the Healthy Start funds go to the Next Door Inc. through their Families First program. She pointed out that there are some changes to the agreement – it is now with Wasco County rather than Wasco County’s Commission on Children and Families and statutory references that are no longer valid have been removed.

{{{Commissioner Kramer moved to approve the Funding Agreement between The Next Door, Inc., and Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – Liquor License Renewals

Commissioner Hege asked if anyone understood the differences between the licenses. Commissioner Kramer responded that he believes one is for just beer and wine while the other also includes licensure for hard liquor. Chair Runyon added that there is also an off premises designation.

{{{Chair Runyon moved to approve the OLCC liquor license renewals. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – Letter of Support for Jefferson County

Commissioner Hege commented that he thought the letter well-written; he believes the Board should fight for access to public lands. Mr. Stone said that in the formation of the Cathedral Rock Wilderness Area there had been some land swapping to facilitate consolidation; part of that process is a swap that will adjoin the wilderness area and affect public access. He said it may end up being privately owned ground; there have been discussions about seasonal closures or cutting off access from that road altogether. He stated that Wasco County wants to have Muddy Road left open as that is the route Wasco County residents would use to access the area.

*****The Board was in consensus to send the letter of support for Jefferson County in their efforts to maintain public access to the Cathedral Rock Wilderness Area.*****

Agenda Item - Youth Think Agreements

Prevention Coordinator Debby Jones explained that an error had been found in the Mid-Columbia Center for Living contract and therefore no action can be taken on it at this time; they should have it corrected soon.

Ms. Jones said that the Challenge Day contract is the same as previous years. This year they are targeting 8th graders; the event will be held at the old Wahtonka High School.

{{{Commissioner Kramer moved to approve the Agreement for the Challenge Day Program. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – ODOT Agreement 29348

Ms. White explained that this is an ongoing contract for Special Transportation services.

{{{Commissioner Kramer moved to approve Public Transit Division Oregon Department of Transportation Agreement No. 29348. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Public Health Contracts

Public Health Director Teri Thalhofer came forward and explained that the IGA with Hood River County is for sharing a Family Planning Nurse Practitioner. Both entities have agreed however there had been some concerns regarding dispute resolution jurisdiction as well as some questions around Workers Comp payments; both issues have been resolved.

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Hood River County for Provision of Family Planning Nurse Practitioner. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Thalhofer stated that the school nurse contracts are business associate contracts for service delivery that NCPHD has been providing for many years.

Commissioner Hege asked how much Public Health loses through these contracts. Ms. Thalhofer replied that when looking at the full scope of services provided to the community it is not a money loser as the school nurse provides other billable services when in the communities. While these contracts in and of themselves are not money makers, they do get the services into the community.

{{{Chair Runyon moved to approve the Business Associate Contract for Nursing Services between North Central Public Health District and Dufur School District #29. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Business Associate Contract for Nursing Services between North Central Public Health District and Columbia Gorge ESD. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Business Associate Contract for Nursing Services between North Central Public Health District and Sherman County Schools. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Business Associate Contract for Nursing Services between North Central Public Health District and South Wasco County School District #1. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Thalhofer, referencing the Hub contact discussion item, pointed out that Public Health is a large stakeholder in the Early Learning Hub. She announced that the ELC will have an e-meeting tomorrow to discuss RFA requirements which will be made public tomorrow at 11:00 a.m. The requirements will be used to determine what Hubs will be approved. She invited the Board members to join the meeting and said she would send them a link.

Discussion Item – Employee Reviews

Mr. Stone reported that he is in the process of completing appointed department head reviews. He stated that as part of the compensation review process there will be a directed effort to bring the elected officials into the review process.

Consent Agenda – Minutes & Newspaper Contract

Chair Runyon asked if anyone had any corrections for the minutes. None were brought forward.

**{{{Commissioner Hege moved to approve the Consent Agenda.
Commissioner Kramer seconded the motion which passed unanimously.}}}**

Agenda Item – Jail Capacity Management Resolution

Sheriff Rick Eiesland came forward to explain that the County pays NORCOR a set amount to house prisoners. Over the last several years, Wasco County has had an average of 67 prisoners incarcerated per day. The County has approximately \$2.2 million to spend each year and cannot afford a jail population in that range; he has been trying to keep the number at or under 50. When necessary, he has been releasing prisoners based on past offenses and the level of threat to the community. He went on to say that a plan is necessary to a release program; he and the District Attorney, with input from NORCOR, have developed a plan that includes a matrix system to guide decisions about who will be released when the population rises above 50.

DA Nisley stated that the Sheriff has been working hard to keep the community as safe as he can; he is trying to keep the money available to protect the citizens of Wasco County. He stated that this resolution will legally authorize the release based on a concrete matrix that will determine who is released. He went on to say that while this is not ideal, it is necessary; funding is not unlimited – if more money becomes available, the County can keep more people incarcerated.

Chair Runyon asked if there are some essential differences in this matrix from what has been done before.

Sheriff Eiesland replied that he will still have the authority to override the matrix based on information that may not be available through databases. DA Nisley said that it is the Sheriff's decision, but the Sheriff will receive input from the District Attorney and the Courts. Sheriff Eiesland added that there may be more

knowledge outside of what is shown in official records, information that may be relevant to keeping a low matrix numbered inmate incarcerated.

Chair Runyon pointed out that this resolution only affects Wasco County and asked if the other counties that use NORCOR have similar systems in place. Sheriff Eiesland responded that since the other counties are so far from the facility, they do not bring low-level offenders to jail – they cite and release.

Chair Runyon asked if the City of The Dalles has seen the plan. Sheriff Eiesland stated that both the City of The Dalles and Oregon State Police have reviewed the plan. DA Nisley added that it is his hope that one day the plan can be abandoned and the jail fully funded so these decisions do not have to be made. Sheriff Eiesland agreed saying that two years ago the jail was fully funded and he never released anyone. Chair Runyon pointed out that this resolution formalizes a process that was already essentially in place.

Mary Gale, 1022 E. 7th Street, The Dalles, OR, came forward in opposition to the resolution. She explained that two years ago she was unable to care for her special needs adult son and had to hire a caregiver who stole from him and starved him. She read an email sent to the Board and included in the packet. She stated that it will cost the County more in the long run if released inmates reoffend. She said that the man who victimized her son had been released early leaving him free to abuse her son.

DA Nisley stated that he agrees completely with Ms. Gale but we have to live within the reality of shrinking budgets. He pointed out that in some places jails are being shut down completely. He said that he understands that every victim faces great impact, even when the system considers it a low-level crime. He noted that NORCOR is looking for ways to increase revenue but sometimes it ends up costing more. For instance, they recently took in a prisoner with a federal charge; that inmate injured other inmates and taxpayers bear the hospital expenses.

Sheriff Eiesland concurred with the DA saying he has been a victim and understands that perspective. He said he does not like making these decisions that may result in someone being harmed, even if not physically. He said the funds are just not available to keep everyone in jail.

Commissioner Hege asked how many additional funds would be necessary to keep everyone in jail. Sheriff Eiesland replied that it would be \$30,000 per year per bed for about 20 beds – about \$600,000 per year total.

Chair Runyon said he was very sad to hear about what had happened to Ms. Gale's son. He said it is not a perfect system but at least this plan will improve it to some extent by putting in place some parameters for release. He went on to say that he hopes the plan will be reviewed periodically to discover if modifications are indicated.

DA Nisley stated that he agrees; while they have tried to anticipate every scenario, it is likely that they have missed something. He said they will confer with jail staff as they work through this and will come back to the Board with recommended changes.

Commissioner Hege asked Ms. Gale if she had seen the matrix. She responded that she has reviewed it but must trust that the law enforcement official know more than she knows.

Commissioner Hege asked Sheriff Eiesland if he believes the matrix would have helped in Ms. Gale's case. The Sheriff said that it is hard to know; most of the releases will be shoplifting and disorderly conduct offenders – the disorderly conduct offenders who continue to reoffend will see their points go up in the matrix.

Ms. Gale said that their perpetrator had gone to trial but pled out for a lesser offense. She asked if the matrix would reflect that information. Sheriff Eiesland replied that each arrest increases the points to some degree but not as much as a conviction.

Commissioner Hege asked if personal crimes are more highly pointed. Sheriff Eiesland replied that other than harassment, they are; domestic violence and crimes against children will be higher.

Chair Runyon encouraged the public to bring any concerns to the Sheriff to help them improve the system. Commissioner Hege thanked Ms. Gale for coming forward and assured her that the Board and County staff would try to do the best they can to keep the public safe. He suggested that they review the plan in 6

months. Sheriff Eiesland noted that recently they have been averaging 44-48 prisoners and have not had to release anyone; they have been doing some book and release for low level offenders.

{{Chair Runyon moved to approve Resolution #13-010 in the matter of adopting a resolution to amend the capacity management plan for inmates confined at the Northern Oregon Regional Corrections Facility (NORCOR). Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – Proposed Sub-divisions

Tanner Elliot came forward to say that he has a one-acre lot on which he has built one house; he is looking for final signatures that will allow him to move forward with subdividing the property for the construction of 4 more houses. He noted that he has dedicated some portion of the property to the City for future development; the property is on Thompson Street bordered by 15th and 16th Streets.

Chair Runyon stated that this is really a City project that the County is required to review for approval. Planning Director John Roberts stated that this has come before the Board under ORS 92; the city's code requires that the County sign off on it – it is a good system of checks and balances. He went on to say that in light of the urban growth area and the Scenic Act, there could be some challenging situations. He stated that both the cases being presented to the Board today are well within the City limits. The Elk Horn subdivision did involve the Road Master, but those issues have been resolved. He stated that the only thing that needs to be changed going forward is the signature lines for County administration which should say Board of Commissioners rather than County Court.

Commissioner Hege said that it seems inefficient; it would make more sense for the Board to delegate this authority to the Planning Director.

Greg Colt, 3600 Crates Way, The Dalles, OR, stated that he is working on a subdivision of Crates Park.

Mr. Roberts said there are no County issues with either subdivision.

**{{{Commissioner Hege moved to approve the Elk Horn subdivision.
Commissioner Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve The Dalles Business Park
subdivision. Commissioner Kramer seconded the motion which passed
unanimously.}}}**

Agenda Item – Home at Last Lease

Mr. Stone explained that this is the culmination of a process that has been ongoing for the past couple of years. He said that the County has a piece of property with an animal shelter building; the County contracts with Home at Last to hold animals from the County's animal control program; in exchange Home at Last gets the use of the building at no cost. They would like to build a new facility, but to attract funding they need the security of a long-term lease. The goal is to protect the interests of both the County and Home at Last.

Mr. Stone outlined the basic terms of the proposed lease: for the first 5 years it would be business as usual. If, during that period, Home at Last elects to replace the existing building, they could extend the lease for 20 years. If everything worked as planned, it would in effect be a 25-year lease. Within this agreement, the County would continue to maintain a termination clause as there is no way to predict future development in the area.

Chair Runyon asked what the protection for Home at Last would be. Mr. Stone replied that the County would guarantee the Home at Last investment at 100% for the first 10 years, after that it would be guaranteed on a declining scale. He reported that it has been reviewed by the Home at Last board and they had a positive response. He said that it is in the County's best interest for Home at Last to succeed; if Home at Last does not exist, the County is still charged with animal control. He also pointed out that the County does receive some revenue from that property through a lease with Verizon for a cell tower.

Nan Wimmers, Vice President of the Home at Last Board, stated that the lease would help them but is not their ultimate goal. They would like to own the

property outright. She asked that the Board consider deeding the land to Home at Last with a reversionary clause that would return the property to the County should Home at Last ever relocate. She added that the Verizon income could continue to be directed to the County. She went on to say that the contribution from the County has been reduced from \$100,000 to \$18,000 per year and they must get funding from other sources. Grantors are reluctant to invest in property that is not owned by the grantee.

Chair Runyon noted that the land occupied by Home at Last is not entirely County land but some of it is owned by the Port of The Dalles.

Ms. Wimmers said that they have a good relationship with the Port. She added that they would like to go forward with the lease and revisit ownership at a future date. Mr. Stone stated that the lease would contain a renewal clause.

Home at Last Executive Director Kris Boler stated that they are in the early stages of raising funds for a new building; a long-term lease is something they can work with but it represents a risk to potential grantors/donors. She said that she does not foresee anyone donating another piece of property to Home at Last.

Chair Runyon stated that he would be in favor of approving the lease in concept with final changes left in the hands of counsel and the Administrative Officer. Commissioner Hege added that he doesn't see the property as having a high value to the County and would be in favor of a deed with a reversionary clause. He went on to say that he has no objection to the long-term lease, but he sees the deed as beneficial to everyone concerned. The only challenge he sees is the portion of the property that is owned by the Port – perhaps they can be persuaded to donate their portion. He concluded by saying that he would not want to see the County get back into the shelter business. Chair Runyon said that the Board would need to see some plans/documents before moving forward with the idea of deeding the property.

{{{Commissioner Kramer moved to approve the draft Home at Last lease pending review by counsel. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon called a recess at 11:38 a.m.

The session reconvened at 11:43 a.m.

Agenda Item – Expansion of South Sherman County Rural Fire Protection

Planning Director John Roberts came forward to say that he was here today to make the Board aware of a community proposal and get their thoughts on moving forward. He cited the 88 acre wind facility, part of which is in Wasco County. EFSEC found that one shortcoming with the facility is for fire protection; the applicant, in exploring ways to bolster their role, determined they might have Sherman County Rural Fire Protection District extend their jurisdiction into Wasco County to cover the entire area. He stated that from a planning standpoint, he would encourage moving forward with the process.

Captain Chris Hendricks with South Sherman County Fire and Rescue came forward to say that the landowners want to have protection in South Wasco County; there is currently no agency responsible for that. If an outside agency responds they will bill the landowner which can become very expensive. South Sherman County has used mutual aid agreements in the past. He explained that their district enlists GPS for the optimum placement of equipment; volunteers do the majority of the work. Their tax base is \$1.50 per thousand for fire and/or emergency services – Shaniko is already in the District. Captain Hendricks outlined the capabilities of his district regarding equipment and manpower.

Commissioner Hege asked if there is any state or federal fire protection for the area in question. Larry Ashley, landowner, replied that the landowners take care of protection east of the Deschutes. He said that Sherman County has helped and BLM has responded but it is never an organized response as there is no one really in charge to coordinate efforts. The landowner basically oversees the effort to suppress a fire; with wind energy there is a greater need for fire protection.

Don Tschiva, Assistant Fire Management Officer for the Bureau of Land Management, came forward to confirm Mr. Ashley's information that the BLM only responds to fires that threaten their lands or start on their lands and spread outside their land. However, the BLM has mutual aid agreements with some of the local districts including South Sherman County. He added that the expansion of the South Sherman County Fire Protection District would allow the BLM to step in sooner to assist in fire suppression.

Dan Rightner, Bureau of Land Management Fire Management Officer, confirmed Mr. Tschiva's statements adding that he believes the extension of the district into Southern Wasco County would be a positive move including that area in the already existing mutual aid agreement that creates a coordinated effort for fire suppression.

Adam Barnes, Fire Manager for the Department of Forestry, came forward to say that the area in question is outside their boundary but they, too, have a mutual aid agreement in place with Sherman County; if Southern Wasco County becomes a part of that district, they would be covered by the same agreement.

Hugh Holbrook, City of Shaniko Councilman, related the circumstances of a 1996 fire that increased due to lack of protection; he stated that it would have been a third the size had there been a fire district in place. He stated that because there was no agency in charge, efforts were disorganized and less effective.

Stuart VonBorstel, landowner, came forward to say that there had been a fire a year ago; he was in Portland when he received notification. He recounted his feeling of helplessness because there was no one to call for help. He stated that this discussion began prior to the wind energy project and he believes it should come before the citizens for a decision. He said that the communities want to hear from the Board before taking the next steps. He reminded the Board that insurance rates for those within the proposed district would decrease with the formation of a fire district.

County Clerk Linda Brown encouraged the group to engage counsel to help for the proposed district across county lines; statute states that whichever county has greater land value within a district will be the controlling county. She said they shouldn't proceed without all the information. She advised the group that it will take at least 18 months to bring the issue to a ballot vote. She restated her strong belief that the group would need guidance to help them achieve their goals.

Chair Runyon asked if they had brought this to the Sherman County Court. Glen Fluhr stated he was not aware that they would need to go to Sherman County. Ms. Brown responded that Sherman County is their governing body and would need to be informed.

Chair Runyon announced that he needed to leave the meeting but wanted to say that he believes this is a good idea but more work needs to be done; the citizens need the fire protection but it needs to be done correctly.

Further discussion ensued regarding the differences between a fire protection district and an Ambulance Service Area.

Commissioner Hege stated that he is in support of moving forward with the process.

At 12:35 p.m. Commissioner Hege recessed the regular session to move into Executive Session pursuant to ORS 192.660(2)(g) for trade negotiations.

At 12:41 p.m. the regular session resumed.

Rodger Nichols, News Director for Haystack Broadcasting and Columbia River Gorge Commissioner, announced that Sondra Clark had not been reappointed to the CRGC by the Governor of Washington. He added that the Republic of Georgia was sending a contingency and in August, the CRGC is going to Lapway, Idaho for a government to government summit.

At 12:43 p.m. Commissioner Hege recessed the regular session to move into Executive Session pursuant to ORS 192.660(2)(g) for trade negotiations.

At 12:45 p.m. the regular session resumed.

Ms. White advised the Board that she would be on vacation from Thursday, July 17th through Wednesday July 24th.

Commissioner Hege adjourned the session at 12:46 p.m.

Summary of Actions

Motions Passed

- **Approve the Intergovernmental Agreement between Wasco County and the City of The Dalles for G.I.S. services.**
- **Approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Fire & Rescue for G.I.S. services.**

- **Approve the Intergovernmental Agreement between Wasco County and North Wasco County Public Utility District for G.I.S. services.**
- **Approve the Intergovernmental Agreement between Wasco County and Sherman County for G.I.S. services.**
- **Approve the Intergovernmental Agreement Supporting the Formation of an Early Learning Hub to Ensure Children and Their Families Meet Developmental Milestones That Lead to Kindergarten Readiness.**
- **Approve Ms. Rogers as the designated Hub contact for Wasco County.**
- **Approve the Early Learning Division 2013-2015 County Healthy Families Oregon Medicaid Administrative Activities Intergovernmental Agreement.**
- **Approve the Funding Agreement between The Next Door, Inc., and Wasco County.**
- **Approve the OLCC liquor license renewals.**
- **Approve the Agreement for the Challenge Day Program.**
- **Approve Public Transit Division Oregon Department of Transportation Agreement No. 29348.**
- **Approve the Intergovernmental Agreement between Wasco County and Hood River County for Provision of Family Planning Nurse Practitioner.**
- **Approve the Business Associate Contract for Nursing Services between North Central Public Health District and Dufur School District #29.**
- **Approve the Business Associate Contract for Nursing Services between North Central Public Health District and Columbia Gorge ESD.**

- **Approve the Business Associate Contract for Nursing Services between North Central Public Health District and Sherman County Schools.**
- **Approve the Business Associate Contract for Nursing Services between North Central Public Health District and South Wasco County School District #1.**
- **Approve the Consent Agenda:**
 - **7.3.2013 Regular Session Minutes**
 - **Newspaper Notices Contract**
- **Approve Resolution #13-010 in the matter of adopting a resolution to amend the capacity management plan for inmates confined at the Northern Oregon Regional Corrections Facility (NORCOR).**
- **Approve the Elk Horn subdivision.**
- **Approve The Dalles Business Park subdivision.**
- **Approve the draft Home at Last lease pending review by counsel.**

Consensus

- **Send a letter of support for Jefferson County in their efforts to maintain public access to the Cathedral Rock Wilderness Area.**

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Agenda Item
John Day Project

- [State Land Board Regular Meeting February 12, 2013, Agenda Item 2e: Request by the John Day River Core Team](#)
- [Appendix A – Map](#)
- [Appendix B - Request Letter](#)



Oregon

John A. Kitzhaber, MD, Governor

Department of State Lands

1645 NE Forbes Rd., Suite 112

Bend, OR 97701

(541) 388-6112

FAX (541) 388-6480

www.oregonstatelands.us

State Land Board

John A. Kitzhaber, MD

Governor

State Land Board

Regular Meeting

February 12, 2013

Agenda Item 2e

Kate Brown

Secretary of State

Ted Wheeler

State Treasurer

SUBJECT

Request for approval to initiate rulemaking in response to a request by the John Day River Core Team.

ISSUE

Whether the State Land Board should initiate rulemaking to impose restrictions on the public recreational use of state-owned land along certain segments of the John Day River.

AUTHORITY

Oregon Constitution, Article VIII, Section 5, specifies that the State Land Board is responsible for managing Common School Fund lands.

ORS 273.041 to 273.071; authorizing the Department of State Lands to exercise the administrative functions of the State Land Board; relating to the general powers and duties of department and board.

OAR 141-088; relating to the public recreational use of state-owned property.

SUMMARY

The Department of State Lands participates as a member of the John Day River Core Team established by an intergovernmental agreement between the State of Oregon, U.S. Department of Interior, The Confederated Tribes of the Warm Springs Reservation of Oregon, and the John Day Coalition of Oregon Counties. The Core Team is charged with coordinating the implementation of a common management plan complying with the National Wild and Scenic Rivers Act, the Oregon Scenic Waterways Act, and the Tribal Wild and Scenic Rivers Act on the John Day River. The Core Team is concerned

about the unrestricted use by vehicles of certain segments of the submerged and submersible lands administered by the Department of State Lands. Vehicle use is causing resource damage including bank erosion, damage to riparian vegetation, degradation of water quality, and the potential destruction of native fish redds. Access to the riverbed cannot be effectively controlled because access points are also launching sites for recreational watercraft. Pursuant to OAR 141-088-0005, the John Day River Core Team submitted a letter on October 1, 2012, requesting that the Department impose restrictions on the public recreational use of state-owned land at the following four locations on the John Day River: River mile 136.5 to 137.5 (Priest Hole), River mile 106 to 114 (Clarno), River mile 39 to 48 (Cottonwood), and River mile 29 to 29.5 (Starvation Lane). The request includes signatures representing all members of the John Day River Core Team.

Working with the Core Team, the Department proposes the following rule language:

OAR 141-088-_____
RESTRICTIONS FOR STATE-OWNED PROPERTY ON THE JOHN DAY RIVER

All submerged and submersible land under the jurisdiction of the Department between river miles: 136.5 to 137.5 (Priest Hole), 106 to 114 (Clarno), 39 to 48 (Cottonwood) and 29 to 29.5 (Starvation Lane) are closed to:

- (1) All-terrain vehicles or other motorized vehicle uses.
- (2) Excepted from closure are vehicles used in the launching or retrieval of recreational watercraft at designated boat ramps; vehicles performing farming-related operations, including crossing at established fords and fence repair; and vehicles used in placement of bank protection material or in riparian restoration projects.
- (3) Excepted from the closure are government-owned vehicles on official business; vehicles operating under an authorization issued by the Department; public and private utility vehicles performing company business; and vehicles involved in rescue or emergency activities.

Department staff meets with the John Day River Core Team and the Oregon State Police on a regular basis. The Oregon State Police also indicate that they will support the restrictions on the public recreational use of the state-owned land at the above noted locations along the John Day River, and they will provide further input moving forward.

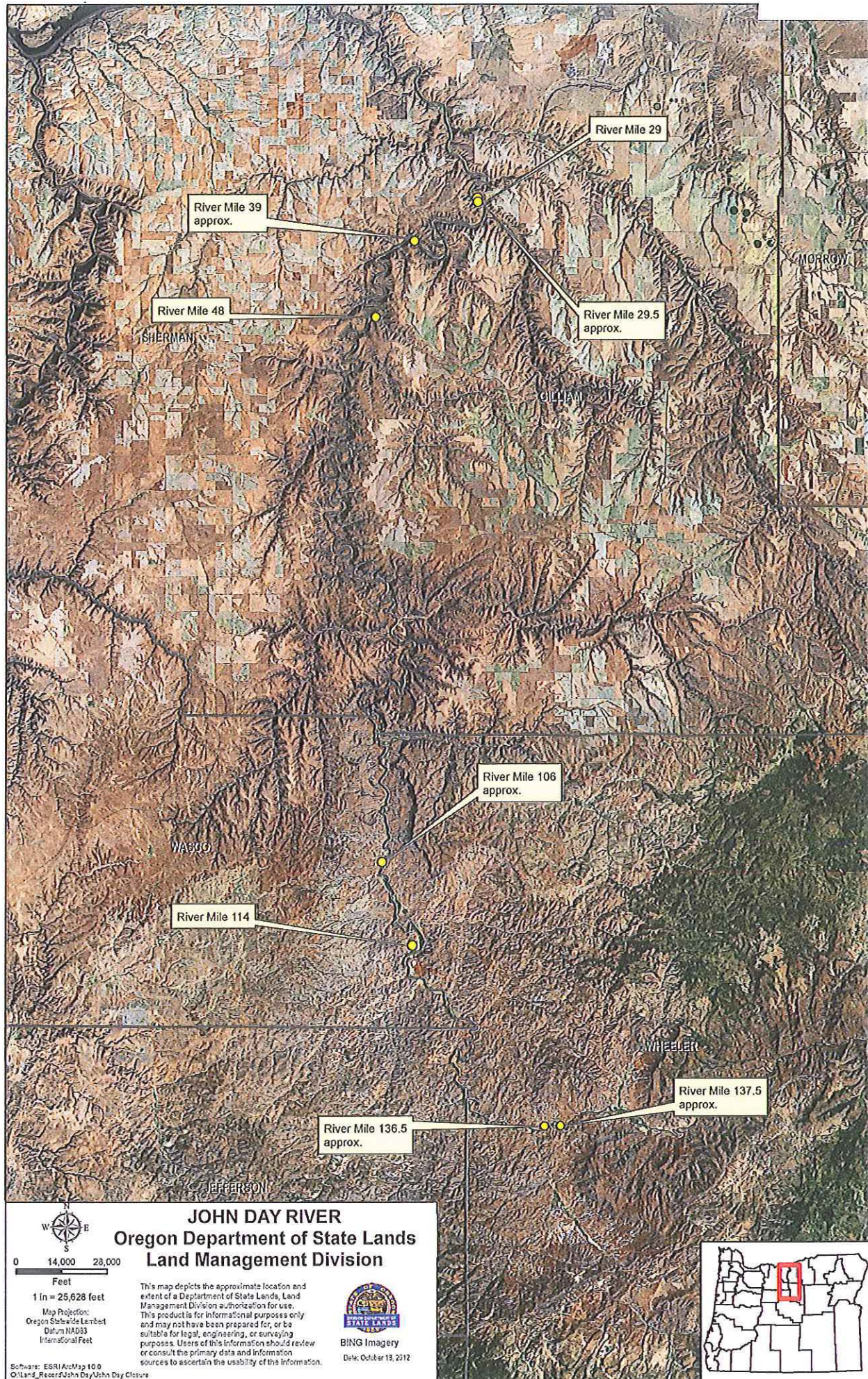
The Department will work with the John Day River Core Team and other local and state agencies, and affected stakeholders to determine the appropriate final proposed restrictions in accordance with OAR 141-088-0006.

RECOMMENDATION

The Department recommends the Land Board authorize the Department to initiate rulemaking to impose restrictions on the public recreational use of state-owned land along the John Day River.

APPENDICES

- A. John Day River site map showing requested closure
- B. John Day River Core Team communication



JOHN DAY RIVER
Oregon Department of State Lands
Land Management Division

This map depicts the approximate location and extent of a Department of State Lands, Land Management Division authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Software: ESRI ArcMap 10.0
 O:\Land_Record\John Day\John Day Closure

Scale:
 1 in = 25,628 feet
 Map Projection: Oregon Statewide Lambert
 Datum: NAD83
 International Feet

Legend:
 0 14,000 28,000
 Feet

Inset Map:
 A small map of Oregon with a red rectangle indicating the location of the study area in the southeastern part of the state.

Logos and Text:
 Oregon Department of State Lands logo
 BING Imagery
 Date: October 18, 2012

Lanny Quackenbush
 Eastern Region Manager
 Land Management Division Department of State Lands
 1645 NE Forbes Road, Suite 112
 Bend, OR 97701

RE: Proposed vehicle closure for portions of the John Day River channel

Dear Mr. Quackenbush:

The John Day River Core Team requests that the Department of State Lands enact a motor vehicle closure or closures of sections of the main stem John Day River. This action is required to prevent motorized travel within the river bed (instream activity). It does not preclude access to the river bed for authorized recreational activity such as camping, fishing, hiking, etc. This requested action would prevent vehicles from driving into the water in specific locations described below and prevent damage to instream river resources. The Core Team is an interagency group consisting of Tribal, Federal, State, and County agencies. Its purpose is to work cooperatively in implementing the John Day River Plan and protect the river's wild and scenic values. The Department of State Lands is a vested partner in this process and the legal landowner of bed and banks of the John Day River below the ordinary high water line.

The requested closure would impact the following four primary stretches of the river where this damage is occurring, River Mile 136.5 to 137.5 at Priest Hole, River Mile 106 to 114 near Clarno, River Mile 39 to 48 near Cottonwood Bridge and River Mile 29 to 29.5 at Starvation Lane (18.5 miles out of 158 miles of protected waterway). See attached map

The Core Team recommends an exception be made to allow the use of historical river fords for historical uses (provided vehicle access to each side of the ford is reached via a BLM designated route open to motorized travel, or via private or State land accessed by legal means).

Protecting the water quality and fish habitat of the John Day River is an important responsibility of the Core Team as the river supports wild runs of summer steelhead (*Oncorhynchus mykiss*) and spring Chinook Salmon (*Oncorhynchus tshawytscha*). Steelhead are listed under the Endangered Species Act (1973) as Threatened. In addition, both Water Quality and Fish are Outstandingly Remarkable Values for which Congress designated the John Day River as a Wild and Scenic, and these values are protected and enhanced under the Wild and Scenic Rivers Act.

The Core Team is concerned about ongoing resource damage caused by motor vehicle use in the river channel which is occurring in four primary locations in the Wild and Scenic/State Scenic river corridor. The resource damage occurs during low water seasons as vehicles drive over the river's bank and into the river channel, plunging through low-gradient water pools to access gravel bars and islands. In some cases, vehicles have traveled several miles in the river channel using interconnected gravel bars and pools as a thruway.

Driving in the river channel is causing erosion to river bank soils, damage to riparian vegetation, and degradation of water quality by increasing water turbidity. As vehicles cross in and out of low-gradient water pools, they drive through critical fish habitat possibly destroying native fish redds and have the potential to introduce motor oil and other chemicals into the water that could further harm fish.

This request represents a cooperative effort to identify, address, and resolve issues, initiatives, or opportunities affecting lands within the John Day National Wild and Scenic River and State Scenic Waterway boundaries. Your subsequent consideration is in accordance with the Core Team Memorandum of Understanding. Thank you for working with the John Day River Core Team to protect and enhance the values of the John Day National Wild and Scenic River and State Scenic Waterway.

Sincerely,

Members of the John Day River Core Team

John Day River Core Team Signature Page for letter to Department of State Lands

Susie Anderson

Printed Name

Susie Anderson

Signature

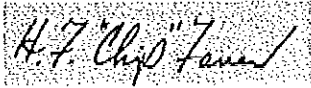
John Day River Coalition of Counties

Agency/Tribe

John Day River Core Team Signature Page for letter to Department of State Lands

H.F. "Chip" Faver

Printed Name

A handwritten signature in cursive script that reads "H.F. 'Chip' Faver". The signature is written in dark ink on a light-colored background.

Signature

BLM Prineville District

Agency/Tribe

John Day River Core Team Signature Page for letter to Department of State Lands

Jeff A. Neal

Printed Name

Jeff A. Neal

Signature

Oregon Dept. of Fish & Wildlife.

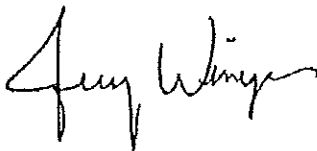
Agency/Tribal

Driving in the river channel is causing erosion to river bank soils, damage to riparian vegetation, and degradation of water quality by increasing water turbidity. As vehicles cross in and out of low-gradient water pools, they drive through critical fish habitat possibly destroying native fish redds and have the potential to introduce motor oil and other chemicals into the water that could further harm fish.

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Sincerely,

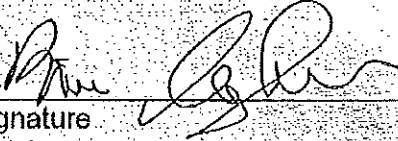
Members of the John Day River Core Team

 Mountain Region Manager / OPRD

John Day River Core Team Signature Page for letter to Department of State Lands

BRIAN CUNNINGHAM

Printed Name



Signature

Warm Springs Tribal Representative

Agency/Tribe

Agenda Item
7-Mile Rezoning

- [Settlement Agreement](#)
- [Resolution #13-012](#)

SETTLEMENT AGREEMENT

This settlement agreement dated as of January 5, 2000, and the parties to this agreement are Kenneth A. Thomas ("Thomas"), Wasco County (the "County"), and Joseph Betzing ("Betzing").

Recitals

A. In LUBA Case No. 99-178 Thomas filed an appeal with the Land Use Board of Appeals regarding County Ordinance No. 99-111. This appeal is stayed pending mediation.

B. In LUBA Case No. 99-109 Thomas filed an appeal with the Land Use Board of Appeals regarding County Ordinance 99-114. This appeal is stayed pending mediation.

C. In LUBA Case No. 98-043 Thomas appealed a permit for a dwelling issued by the County to Betzing. This case has been remanded by the Land Use Board of Appeals for further proceedings consistent with their opinion.

D. The parties to this agreement mutually wish to agree to a framework for resolution of the above cases and all disputes arising out of those cases. Therefore in exchange for their mutual promises, the parties agree as follows:

Terms

1. The County Department Staff, acting in good faith shall use best efforts in supporting a legislative zone change and comprehensive plan change to modify to zoning and comprehensive plan designation of the property marked in exhibit A, from F-2 to FF-10. The changes will be initiated by the County unless Thomas elects to initiate them. If property owners other than Thomas elect not to participate then Thomas and the County will proceed and exclude the other property owners' land from the change.

2. Thomas acting through his attorney Michael J. Lilly shall assist the County staff by submitting evidence, drafting staff reports, and drafting findings for the zone and plan changes referenced above.

3. Betzing hereby waives all rights to remonstrate against the zone and plan changes referenced above.

4. Thomas hereby waives all rights to remonstrate against Betzing's application for a single family dwelling if the conditions set forth exhibit B are imposed on the dwelling permit for Betzing. Betzing agrees to accept the conditions set forth in Exhibit B and agrees to abide by the terms and conditions of the permit.

5. If the zone change and plan change applications referenced in paragraph 1 are approved by the County Court, and become final without an appeal or are affirmed on appeal, then Thomas will withdraw the appeals referenced above in paragraphs A and B. If the zone change applications are not

approved by the Wasco County Court then Thomas and the County agree to enter non-binding mediation but Thomas will be free to continue the appeals referenced in paragraphs A and B if the mediation fails to result in a settlement.

6. If the zone and plan changes are approved by the County Court and the approvals are appealed then the County shall support its decision, but not be obligated to prepare or file briefs in opposition to the appeal. Thomas will file briefs in opposition to the appeal, but shall not be obligated to file briefs regarding issues that are not relevant to property in his ownership.

7. If the zone change or plan change are reversed or remanded on appeal, and if Thomas and the County are unable to agree on an appropriate course of further action, then Thomas and the County will enter into non-binding mediation. If the mediation does not result in a settlement then Thomas may continue the appeals referenced in paragraphs A and B.

Miscellaneous Provisions

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

9. Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

10. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

11. Entire Agreement. This Agreement (including the exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

12. Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

13. Waiver. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

14. Further Assurances. From time to time, each of the parties shall execute, acknowledge, and deliver any instruments or documents necessary to carry out the purposes of this Agreement.


15. Time of Essence. Time is of the essence for each and every provision of this Agreement.

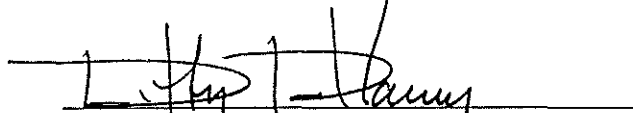
16. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.

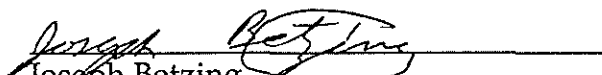
17. Exhibits. The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

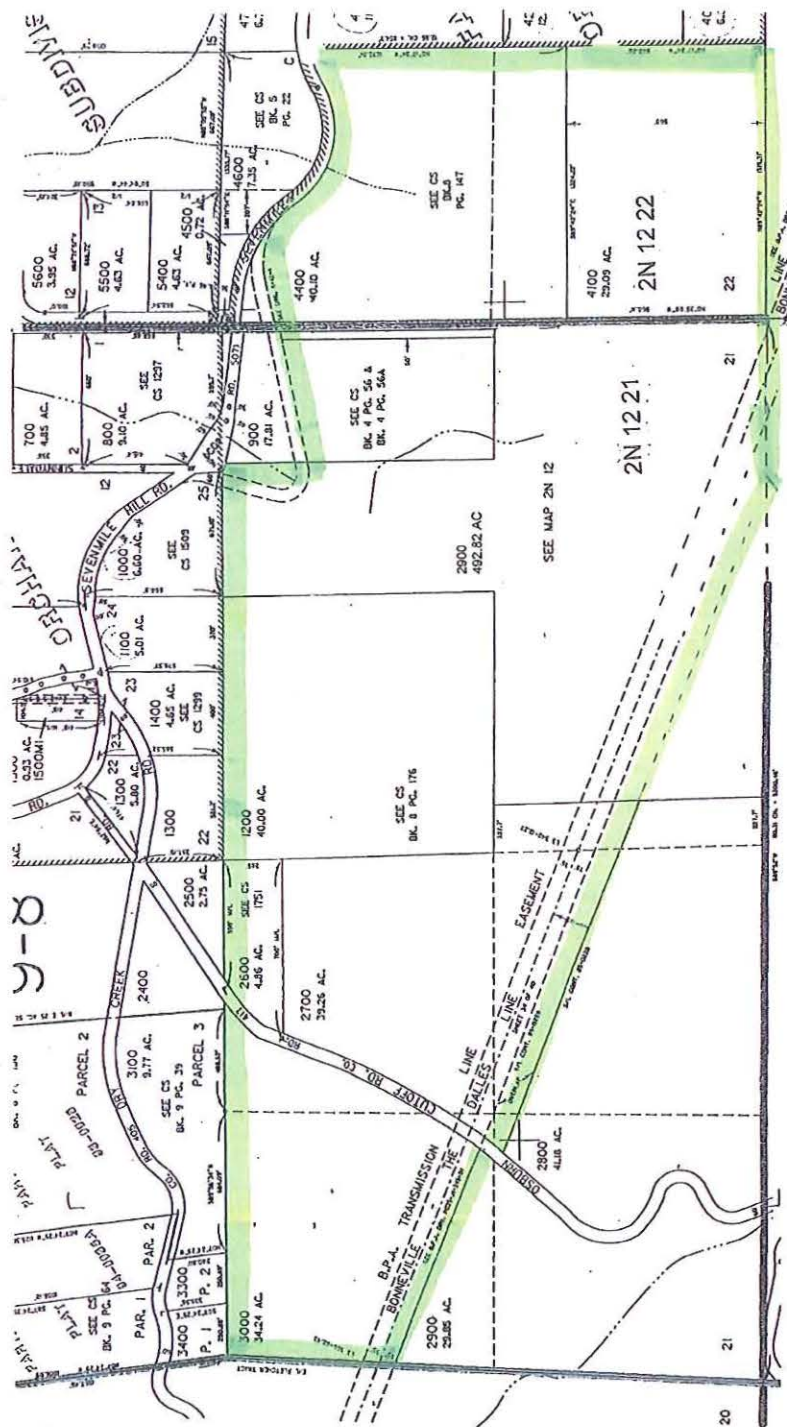
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

Dated: 1/5/00


Kenneth Thomas


Wasco County Planning Director


Joseph Betzing



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DIRECTING AND)	
AUTHORIZING THE WASCO COUNTY PLANNING)	
DEPARTMENT TO INITIATE A PLAN)	
AMENDMENT, ZONE CHANGE, LUDO TEXT)	RESOLUTION #13-012
AMENDMENT, AND EXCEPTION TO GOAL 4 –)	
FOREST LANDS, FOR AN AREA SOUTH OF)	
SEVENMILE HILL AND DRY CREEK ROADS (FILE)	
NUMBER PLALEG-13-08-0002)	

1 WHEREAS, the above-entitled matter having come on regularly for
2 consideration, said day being one duly set in term for the transaction of public business
3 and a majority of the Board of Commissioners being present; and

4 WHEREAS, as a result of LUBA Case No. 99-178, LUBA Case No. 99-109, and
5 LUBA Case No. 98-043, Wasco County entered into a “Settlement Agreement” with
6 Kenneth A. Thomas and Joseph Betzing on January 5, 2000. This Settlement
7 Agreement created a framework for resolution of the LUBA cases and all disputes
8 arising out of those cases which primarily include planning conflicts between rural
9 residential and commercial forestry uses; and

10 WHEREAS, the Settlement Agreement requires the Wasco County Planning
11 Department Staff act in good faith to use their best efforts in supporting a legislative
12 zone change and comprehensive plan change to modify zoning and comprehensive
13 plan designation of properties located south of, and near the intersection of Osburn
14 Cutoff Road/Dry Creek Road/Sevenmile Hill Road/State Road; and

15 WHEREAS, the property involved in this request is described as Township 2
16 North, Range 12 East W.M., Section 22, Tax Lots 4100 and 4400; Township 2 North,

1 Range 12 East W.M., Section 21, Tax Lots 900, 1200, 2600, 2700, and 3000; and
2 Township 2 North, Range 12 East W.M., Tax Lot 2900 (Accounts 13446/14901,
3 884/1197, 400, 397, 401, 13324/15965, 1346016653, and 399/776); see attached
4 Affected Parcel Map; and

5 WHEREAS, the Board of Commissioners would like to have Planning Staff
6 prepare materials and proposals for consideration by the Planning Commission and the
7 Board, to more appropriately plan for uses in the Sevenmile Hill area.

8 NOW, THEREFORE,

9 1. County Planning Staff shall prepare documents, reports and other materials
10 for presentation to the Planning Commission, consideration of a plan
11 amendment, zone change, LUDO text amendment, and exception to
12 Statewide Planning Goal 4 – Forest Lands, for the identified properties, and
13 imposition of a forest protection overlay zone; and

14 2. It is understood that Kenneth Thomas acting through his attorney Peter
15 Livingston has and will provide assistance to County Staff in the form of
16 evidence, analysis and drafting findings supporting the proposed plan
17 amendment, zone change, LUDO text amendment and exception to Goal 4;
18 and

19 3. County Planning Staff, with participation from Thomas or his attorney Peter
20 Livingston, shall conduct an informational open house on October 1, 2013, to
21 raise awareness of the proposed rezoning of the eight specific parcels as
22 identified in the attached Affected Parcel Map; and

- 1 4. After completion of the informational open house, only the owners of the eight
2 tax lots who have agreed to seek rezoning, shall be part of the request. On
3 Day 31 following the open house, the application will be determined to be
4 complete, and Planning Staff will begin to process the request; and
- 5 5. This Order is not intended to constitute a land use decision nor to indicate
6 support or opposition by the Board to materials and requests to be made and
7 presented by the Planning Staff in this matter. Planning Staff shall present
8 the proposals following legislative notice and hearing procedures and
9 otherwise as provided by law. The Board shall consider the matter in due
10 course as required by law.

11 NOW IT IS HEREBY RESOLVED: That, the Wasco County Board of
12 Commissioners directs the Wasco County Planning Department per Sections
13 2.040.A.5., 9.010.A and 9.050.A of the Wasco County Land Use & Development Code,
14 to initiate a legislative request for a Comprehensive Plan Amendment, Zone Change,
15 LUDO Text Amendment, and Exception to Statewide Goal 4 – Forest Lands.

16 SIGNED this 21st day of August, 2013.

Approved as to Form:

WASCO COUNTY
BOARD OF COMMISSIONERS

Eric J. Nisley
Wasco County District Attorney

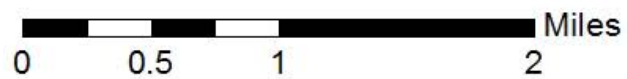
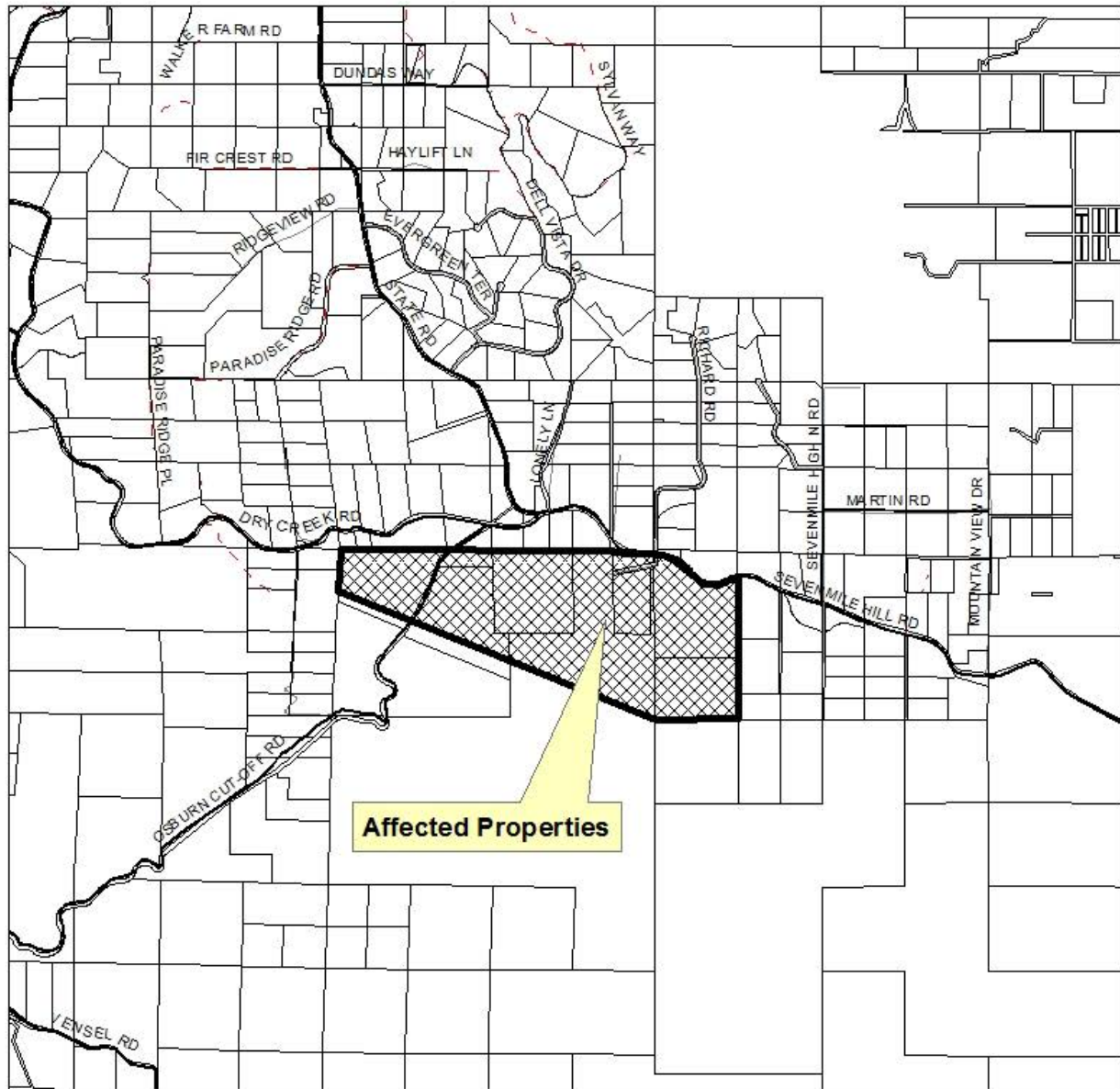
Rod Runyon, Chair

Steven Kramer, Commissioner

Scott Hege, Commissioner

PLALEG-13-07-0001 (Sevenmile Hill Rezone)

AFFECTED PARCELS



Agenda Item
Public Health Contracts

- [Tyler Technologies – Eden Quote](#)
- [MCCC Nutritional Services Maternity Support](#)
- [OCDC 02-031 Amendment #1](#)
- [OHA #14025](#)



Quoted By: Christina Hendrickson
Date: 07/25/2013
Quote Expiration: 10/30/2013
Quote Name: Accounts Receivable
Quote Number: 50255

Sales Quotation For:

Kathi Hall
Wasco County
511 Washington St Suite 207
The Dalles, OR 97058

Phone: (541) 506-2628
Fax:
Email: kathih@co.wasco.or.us

1 Software

Model #	Description	Quantity	Price	Extended Price	Software Total
FA-AREC-SW-B	Accounts Receivable - Software	1.00	\$3,500.00	\$3,500.00	\$3,500.00
					Total: \$3,500.00

2 Maintenance

Model #	Description	Quantity	Price	Extended Price	Maintenance Total
FA-AREC-SP-B	Accounts Receivable - Support	1.00	\$630.00	\$630.00	\$630.00
					Total: \$630.00

Summary

	Fees	Maintenance
Total Software	\$3,500.00	\$630.00
Summary Total	\$3,500.00	\$630.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

For existing EDEN Clients, the fees are billed as follows:

- 100% of Application Software License Fees upon delivery of the software products
- 100% of the Year 1 Application Software Maintenance Fees are billed upon Initiation (first day of training)
- Services and associated expenses as provided/incurred.

Payment is due within 30 days of invoice receipt. Quote is subject to existing Contract.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars



1100 E. MARINA WAY SUITE 215 HOOD RIVER, OR 97031 (541) 386-2010 (541) 386-4597 MCCC@MCCCHEADSTART.ORG



HEAD START

Country Club
Dallesport
Goldendale
Klickitat
Madras
Pine Grove
Stevenson
The Dalles
Tygh Valley
White Salmon

NUTRITIONAL SERVICES MATERNITY SUPPORT HOME VISITING AGREEMENT MEMORANDUM OF UNDERSTANDING 2013-2014

The purpose of this memo of understanding is to set forth the responsibilities of North Central Public Health Department and Mid-Columbia Children's Council in the provision of collaborative services to enrolled participants.



EARLY HEAD START

Country Club
Goldendale
Hood River
Madras
Stevenson
The Dalles
Wahkonka
White Salmon
Wishram

RESPONSIBILITIES OF EACH AGENCY:

1. Exchange and share information on mutual clients for which a release of information is obtained.
 - a. Topics assessed in maternity support programs will include: baby's feeding, sleeping, and growing; the parent's physical health and emotional adjustment; and family's needs and resources.
2. Arrange maternity support or home visit with expectant women enrolled in the Early Head Start Program within 2 weeks after infant's birth to ensure the well-being of the family.
3. Exchange and share information on training opportunities for staff and clients.
4. Recognize and accept nutritional educational training provided by either agency as meeting required agency performance standards.
5. Participate in mutual advisory groups.
6. Share information about nutrition and health initiatives and find ways to promote consistent nutrition and health messages.
7. Provide outreach and referrals.
8. Offer combined services for shared families when financially and logistically feasible, including group socializations.
9. Maintain confidentiality of records at each agency.

RESPONSIBILITIES OF MID-COLUMBIA CHILDREN'S COUNCIL:

1. Cooperate with WIC Interagency Nutrition Education Agreement.



OREGON
PRE-KINDERGARTEN
PROGRAM
Country Club
Pine Grove
The Dalles



WASHINGTON
EARLY CHILDHOOD
EDUCATION
ASSISTANCE
PROGRAM
GOLDENDALE

- a. Develop parent education that meet the need of WIC's second nutrition education opportunity.
 - b. Schedule parent education opportunities in advance so WIC is able to offer them in lieu of scheduling a WIC class.
2. Encourage shared families to attend their appointments and classes that North Central Public Health offers.
3. Provide feedback when appropriate for shared high risk participants.
4. Promote the use of programs provided by the health department to all enrolled participants.


RESPONSIBILITIES OF NORTH CENTRAL HEALTH DEPARTMENT:

1. Provide basic data for shared participants.
 - a. For WIC clients include biometric measurements, hemoglobin, and nutritional assessment results. Provide the TWIST documents called the "participant summary page" and "progress notes" for shared participants determined to be high risk.
 - b. For maternity support clients include baby's feeding, sleeping, and growing; the parent's physical health and emotional adjustment; and family's needs and resources.
2. Work with Mid-Columbia Children's Council to develop parent education opportunities that will meet the needs of shared families and may be used as a WIC second education contact.

Agreement is arranged for the 2013-2014 program year and will be reviewed by each agency and updated annually.

SIGNATURES:

Each agency, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms. This agreement is executed on behalf of North Central Public Health Department and Mid-Columbia Children's Council through the undersigned representatives on the dates indicated after their signature:

_____ Public Health Dept Administrator Date	<div style="text-align: center;">  _____ Executive Director Mid-Columbia Children's Council </div> <div style="text-align: right; vertical-align: bottom;"> 7/2/2013 _____ Date </div>
_____ Commission Chair Date Wasco Co Board of County Commissioners	



OREGON CHILD DEVELOPMENT COALITION
Post Office Box 2780
9140 S.W. Pioneer Court, Suite "E"
Wilsonville, Oregon 97070

Contract Number : 02-031

AMENDMENT "1"

Date: March 5, 2013
Revised 08/08/13

Amendment to Contract:

1. This amendment (the Amendment) is made by OREGON CHILD DEVELOPMENT COALITION and NORTH CENTRAL PUBLIC HEALTH DISTRICT, parties to the contract 02-031 dated 12/19/11 (the "Contract").
2. The Contract is amended as follows:
 - a. Add funding for FY 2013 (January 1, 2013 thru December 31, 2013) as follows:

	Hrs/# Child	Rate	Ect.
Staff Training	10	\$ 46.67	\$ 466.70
Parent Training	4	\$ 46.67	\$ 186.68
Immunizations	75	\$ 21.96	\$ 1,647.00
Site Visits/Consultations	144	\$ 17.88	\$ 2,574.72
Amend Total:			\$ 4,875.10

Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its Terms and Conditions. If there is a conflict between this Amendment and the Contract or any earlier amendments, the Terms of this Amendment will prevail.

IN WITNESS WHEREOF, the PARTIES do mutually agree to the changes described herein and have caused this instrument to be executed. By my signature below, I certify that I have the authority to execute this instrument within the scope of my corporate powers.

OREGON CHILD DEVELOPMENT
COALITION, INC.

NORTH CENTRAL PUBLIC HEALTH
DISTRICT

Donald L. Horseman, Date
Director of Financial Services

Teri Thalhofer, Director Date

Donalda Dodson, RN, MPH, Date
Executive Director

WASCO COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM

Eric J. Nisley
Wasco County District Attorney

Rod Runyon, Chair Date

**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This First Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2013 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Gilliam, Wasco, and Sherman Counties, acting by and through the North Central Public Health District (“LPHA”), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Gilliam, Wasco, and Sherman Counties.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement, and;

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement, and...

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

AGREEMENT

1. Exhibit B “Program Element Descriptions”, PE 13 “Tobacco Prevention and Education Program (TPEP)”, Attachment 1 “Budget” only is hereby superseded and replaced in its entirety as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement is hereby superseded and replaced in its entirety by Exhibit 2 attached hereto and incorporated herein by this reference. Exhibit 2 must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
7. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

8. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: Thomas G. Eversole
Title: Administrator, Center for Public Health Services

Date: _____

GILLIAM, WASCO, AND SHERMAN COUNTIES ACTING BY AND THROUGH THE NORTH CENTRAL PUBLIC HEALTH DISTRICT (LPHA)

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by D. Kevin Carlson, Senior Assistant Attorney General on May 21, 2013. Copy of approval on file at OHA, OC&P.

REVIEWED:

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: Phillip G. McCoy, OPBC, OCAC
Title: Contract Specialist

Date: _____

EXHIBIT 1

Attachment 1 Budget to PE 13 Tobacco Prevention and Education (TPEP)

Line Item Budget and Narrative Worksheet

Please complete the following Line Item Budget for:

OHA TPEP PE13 for FY2014 (07/01/13-06/30/14)

Identify only funds requested under the OHA TPEP PE13 RFA.

Please call your Community Programs Liaison with questions related to this form.

	Agency:	North Central Public Health District						
	Fiscal Contact:	Kathi Hall						
	E-mail address:	kathih@co.wasco.or.us						
	Phone Number:	541-506-2628	Fax Number:	541-506-2601				
Budget Categories	Description						Total	
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary	\$62,794	
	1	Tobacco Ed & Prev Coord	\$54,860	100.00%	12	54,860.00		
	2	Business Mgr	\$47,349	5.00%	12	2,367.45		
	3	Secretary	\$37,109	15.00%	12	5,566.35		
	TOTAL SALARY							\$62,793.80
	Narrative* :							
(2) Fringe Benefits	Position #	Total Salary	Base if Applicable	%	=	Total Fringe	\$21,978	
	1	54,860.00		35.00%	=	19,201.00		
	2	2,367.45		35.00%	=	828.61		
	3	5,566.35		35.00%	=	1,948.22		
	TOTAL FRINGE							\$21,977.83
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer). Narrative* :					\$0	\$0	
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies i.e. paper, pens, computer disks, highlighters, binders, folders, etc.					\$2,379	\$2,379	
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.						\$2,865	
	In state		Out Of State		Subtotal			
	Narrative* :							
	Per Diem:	200		200		\$400		
	Hotel:	400		500		\$900		
	Air fare:	0		600		\$600		
	Reg. fees:	200		200		\$400		
	Other:					\$0		
	Mileage:	Miles: 1000	X	.565	per mile	\$565		
	(6) Other	Please list.						\$0
(7) Contracts: <small>Contracts must be pre-approved by liaison</small>	List all sub-contracts and all contractual costs, if applicable.					\$0	\$0	
						\$0		
						\$0		
(8) Total Direct Costs	(Sum of 1 through 7)					\$90,016		
(9) Cost Allocation and Indirect Rate	Indirect @	4.00%	\$3,601			\$3,601		
(10) TOTALS	(Sum of 8 & 9). Should equal OHA TPEP PE13 Request.					\$93,616		

* Attach additional Narrative on a separate sheet if necessary

EXHIBIT 2
FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: North Central Public Health District Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676	2) Issue Date July 17, 2013	This Action AMENDMENT FY2014	
3) Award Period From July 1, 2013 Through June 30, 2014			
4) DHS Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	32,300	0	32,300 (a)
PE 03 TB Case Management	608	0	608
PE 12 Public Health Emergency Preparedness	0	151,499	151,499
PE 13 Tobacco Prevention & Education	93,616	0	93,616
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	169,504	4,304	173,808 (cdgh)
PE 41 Family Planning Agency Grant FAMILY HEALTH SERVICES	34,051	0	34,051 (e)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	8,786	0	8,786 (b)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	12,745	0	12,745 (b)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	29,726	0	29,726 (b)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	4,682	0	4,682 (b)
PE 42 Babies First FAMILY HEALTH SERVICES	14,825	0	14,825
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	8,701	0	8,701
5) FOOTNOTES: a) Based on the certified population estimate of July 1, 2012. Prepared by the Portland State University Population Research center. b) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). c) July -September grant is \$46,680 ; and includes \$9,336 of minimum Nutrition Education: and \$2,044 for Breastfeeding Promotion. d) October-June grant is \$127,128 ; and includes \$25,426 of minimum Nutrition Education amount and \$6,133 for Breastfeeding Promotion. e) Please note that Chlamydia and High Cost Contraceptives funds have been folded into the Title X funds and are no longer a separate line item. f) Immunization Special Payments are funded by State General Fund and matched dollar for dollar with Medicaid.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee Name: North Central Public Health District Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676	2) Issue Date July 17, 2013	This Action AMENDMENT FY2014	
		3) Award Period From July 1, 2013 Through June 30, 2014	
4) DHS Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES	17,559	0	17,559 (f)
PE 43 Immunization - Conference Travel FAMILY HEALTH SERVICES	600	0	600
PE 50 Safe Drinking Water Program	42,184	0	42,184
TOTAL	469,887	155,803	625,690
5) FOOTNOTES: g) \$3,857 represents year-end one time funding at \$3.50 per assigned caseload. h) \$447 Represents fresh Fruits and Veggies grant to local agencies in State Fiscal Year 2014.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

Agenda Item
Wasco County Economic Development
Commission Appointment

- [EDC Memo](#)
- [Gary Grossman Application](#)
- [Kristin Chatfield Application](#)
- [Patricia Boznich Application](#)
- [Terry Moore Application](#)
- [Carole Schmidt Application](#)
- [Order #13-127 Appointing Kristin Chatfield](#)

Memorandum

Date: July 18, 2013
To: Wasco County Board of Commissioners
From: Amanda Hoey, Wasco County EDC Staff
Re: EDC Candidates, Position 1

Recommendation

The Wasco County Economic Development Commission (EDC) has a vacancy for Position 1, which is a designated seat for a member from the northern section of Wasco County. The EDC Commissioners met on July 18, 2013 to interview candidates for the position and decided to recommend **Kristin Chatfield**. Interest forms from all applicants are attached.

Background

Staff circulated vacancy notices through local press sources, on the County website and to our key community contacts. Candidates interested in serving on the EDC were asked to submit an interest form by 5 pm on June 30, 2013 for consideration of appointment. Appointments are for a four year term. The following applied by the deadline and met basic criteria:

- Pat Bozanich
- Kristin Chatfield
- Gary Grossman
- Terry Moore

In addition, one interest form was received past the deadline:

- Carole Schmidt

The EDC interviewed and reviewed interest forms and resumes for candidates. With an exceptional pool of candidates, the EDC had an opportunity to interview four very talented individuals. In making the recommendation, the EDC analyzed gaps on the commission and determined that one of those was connection to the City and community of Mosier. Other considerations in making the candidate recommendation included time availability for serving on the EDC and supporting projects and enthusiasm for working with the community of Mosier.

Request

Final appointments are made by the Wasco County Board of Commissioners. The EDC recommends appointment of Kristin Chatfield for a new four year term.

RECEIVED
JUN 25 2013

BY:.....

APPLICATION

Provide personal qualifications for this specific volunteer position.

Supplementary information may be attached. Do not provide confidential information.

POSITION DESCRIPTION: Wasco County Compensation Committee Member

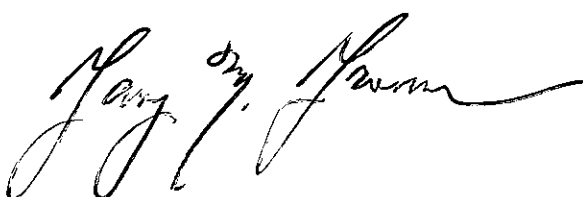
Name: Gary M. Grossman

Address: 1827 Quinton, The Dalles Oregon 97058

Phone (home) 541-296-2901

Phone (work) 541-296-2211

E-mail address: gary@bicoastalmedia.com

Signature: 

Date: 6/21/2013

Number of years as a Wasco County resident: 10

Your objectives/goals? To contribute my 30 years of economic development experience to the process of moving Wasco County to continued success in job creation and quality of life. Growing business to build a healthy community.

Approximate hours/week available for this commitment? Most weeks I can be available for whatever time is needed to successfully do the job. My job provides the flexibility necessary to meet some fluctuating demands.

Page 1

Education (school, college, training, apprenticeships, degrees, etc.)

Bachelor of Science in Communications, Southern Oregon University Date(s): 1973

Experience (work, volunteering, leadership roles, achievements etc.)

Vice President Bicoastal Media Date(s): 2007 to present

President, Columbia Gorge Broadcasters Date(s): 2002 - 2007

The Dalles Area Chamber of Commerce, President Date(s): 2006

Urban Renewal Advisory Committee, City of the Dalles – Vice Chair Date(s): 2006 to present

The Dalles Rotary Club Board of Directors 2003-2008, Chamber Economic Development Committee, Budget Committee Chairman, City of The Dalles (current)

General Comments/Additional Relevant Information

Prior to moving to Wasco County in 2002 I served several years as the Chairman of the Board of the Albany/Millersburg Economic Development Corporation plus a number of years on the board. Economic Development has been an avocation for me throughout my career as the success of our company is dependent on the success of local business.

RECEIVED
JUN 28 2013

BY:

INFORMATION AND QUALIFICATION FORM

Wasco County Compensation Committee VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Economic Development Commission is an advisory commission intended to:

- Be an information source
- Provide advice and guidance to the Board of Commissioners on countywide economic development and quality of life issues from citizens at the grass roots level
- Be a forum for citizens to request assistance from the Board of Commissioners on accomplishing economic development problems.

APPLICATION

Provide personal qualifications for this specific volunteer position.
Supplementary information may be attached. Do not provide confidential information.

POSITION DESCRIPTION: Wasco County Compensation Committee Member

Name: Kristin Chatfield

Address: PO Box 704, Molier OR 97040

Phone (^{cell}home) 208-691-4077 Phone (work) _____

E-mail address: kchatfield@hotmail.com

Signature: 

Date: 25 June 2013

Number of years as a Wasco County resident: ≈ 2

Your objectives/goals? Desired contributions and accomplishments? To serve my broader community by sharing my generation's point of view to enthusiastically support economic development in our rural home.

Approximate hours/week available for this commitment? 5

Comments: _____

Education (school, college, training, apprenticeships, degrees, etc.)

Oregon State University, Master of Public Policy Date(s): March 2011
Randolph-Macon Woman's College, BA Date(s): May 2005
Coeur d'Alene High School Date(s): June 2001
Date(s): _____

Experience (work, volunteering, leadership roles, achievements etc.)

OSU Extension, Research Assistant Date(s): present
Columbia Gorge Community College, Researcher Date(s): Oct 2011 - May 2013
Oregon State University, various research Date(s): Sept 2008 - Dec 2010
League of Oregon Cities, Small Cities Coordinator Date(s): Oct 2006 - Sept 2008

General Comments/Additional Relevant Information

I am an economist by training and am eager to continue to give ^{back}/serve my community. I enjoyed serving as chair of the 2013 Mosier Budget Committee. I am well-versed in issues surrounding economic and community development in Oregon because I worked statewide on these topics for two years with the League of Oregon Cities.

Send completed form to:

Mid-Columbia Economic Development District
515 E. 2nd Street
The Dalles, OR 97058
541-296-2266

INFORMATION AND QUALIFICATION FORM

Wasco County Compensation Committee VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Economic Development Commission is an advisory commission intended to:

- Be an information source
- Provide advice and guidance to the Board of Commissioners on countywide economic development and quality of life issues from citizens at the grass roots level
- Be a forum for citizens to request assistance from the Board of Commissioners on accomplishing economic development problems.

APPLICATION

Provide personal qualifications for this specific volunteer position.

Supplementary information may be attached. Do not provide confidential information.

POSITION DESCRIPTION: Wasco County Compensation Committee Member

Name: Patricia Bozanich
Address: 1135 Canyon Way, The Dalles
Phone (home) 541-478-0171 Phone (work) 541-478-0171
E-mail address: bozanich@gorge.net
Signature: Patricia A. Bozanich
Date: 6/28/13

Number of years as a Wasco County resident: 12

Your objectives/goals? Desired contributions and accomplishments? To help promote and advance economic development in Wasco County, with a specific interest in my own Town of Mosier.

Approximate hours/week available for this commitment? 2-3

Comments: _____

Education (school, college, training, apprenticeships, degrees, etc.)

BS. Portland State Univ Date(s): 6/81

Psychology & Sociology

Date(s):

English minor

Food Family Leadership Program

Date(s):

9/09-8/11 mt Hood town hall sign

Requests to Rural Conference; PDI

Date(s):

2005, 2009, 2013

Experience (work/volunteering, leadership roles, achievements etc.)

Main Street Mosier, Director Date(s): 4/13

Mosier Farmers Market, Founding member Date(s): 6/11 - current

George Artists (Open Studios Tour) Date(s): 2/6 - 4/13

Board ~~Chair~~ Chair, Treasurer Date(s): 2/6 - 1/12; 1/12 - 7/13

General Comments/Additional Relevant Information

Economic development is a crucial issue in Wasco County. The quality and quantity of jobs in our region directly impacts every other facet of our lives: demographics, educational opportunities, civic involvement and community and individual health. We have been involved in several economic development activities since moving here. I conducted the feasibility study and developed the business plan for the Longs Rebuild-15 Center; helped found and directed the Open Studios Tour for 2 years; helped found and serve on the Mosier Farmers' Market Committee.

Send completed form to:

Mid-Columbia Economic Development District
515 E. 2nd Street
The Dalles, OR 97058
541-296-2266

my resume is attached.

Patricia Bozanich

1135 Canyon Way West
The Dalles, Oregon 97058-9532

541-478-0171
bozanich@gorge.net

Qualification Highlights

- 25 years coordinating programs in the academic, government and non-profit sectors
- Good verbal and written communication skills
- Experienced researcher
- Excellent organizational skills

Professional Experience

Principal, Waste Prevention Resources/ Bozanich Communications, 2/89 – present

Help business and non-profit clients define, plan and implement a variety of projects. Facilitate annual retreats and strategic planning processes. Conduct feasibility studies; develop business plans, write supporting grant proposals. Recruit, train and manage volunteers for community-based activities. Conduct trainings for business and government clients with a focus on environmental sustainability. Clients include: Marion County, Gorge Artists, Columbia Gorge Earth Center/Rebuild-it Center, Beaverton Manufacturing Assistance Program; Oregon Sustainable Agriculture Land Trust; City of Beaverton; City of Portland.

Solid Waste Coordinator/Code Enforcement Officer, Wasco Sherman Health Department 6/06 – 6/08

Program Coordinator, Tri-County Hazardous Waste and Recycling Program, a joint effort of nine local and county governments.

Gathered and analyzed data, researched alternatives, made recommendations and wrote the 2007-09 Recovery Plan Update, a DEQ-mandated blueprint for Wasco County to reach its 35% waste recovery goal by 2009. (The 2006 recycling rate was 19.1%.) Made presentations to six affected jurisdictions and gained their support for the plan as well as the supporting rate increases. Guided implementation of major plan elements, including expanded and enhanced business and residential recycling services.

Implemented start-up of hazardous waste collection program, including: planning and coordinating 17 annual collection events; developing planning forms, customer surveys and reporting formats; tracking statistics, gathering data and writing reports; overseeing services and expenditures of contractors; making presentations to government, business and community groups and coordinating multi-jurisdictional Steering Committee.

Designed and implemented public outreach campaigns to promote both existing services and the new recycling and hazardous waste disposal opportunities available to households and businesses. Created program-specific brochures, flyers, displays and signage; wrote press releases and created photo opportunities; made presentations to

government, business and community groups; wrote articles, designed radio ad campaigns, and participated in radio interviews.

Code Compliance Officer (.5 FTE 6/06 – 6/07). Investigated and enforced Wasco County Planning and Health Department code violations. Worked with violators to help bring their properties into compliance. Analyzed existing code enforcement activities. Worked with County managers, staff and elected officials to identify functional issues. Researched alternative enforcement mechanisms. Wrote implementing ordinance combining and clarifying violations and enforcement processes. Designed and conducted a series of public outreach meetings to gather feedback on draft ordinance.

Director, OSU Master Recycler Program, Oregon State University Extension Energy Program, 4/92 – 2/01

Co-founded and directed an adult community education program. Planned, conducted and evaluated three thirty-hour trainings annually. Worked with students to create appropriate volunteer work plans. Managed and maintained contact with 160 active volunteers. Recruited and retained students. Marketed the Program via press releases, presentations and interviews. Designed brochures, flyers and other communication pieces. Wrote annual and quarterly reports for funders. Coordinated activities with local, regional and state recycling program staff. Coordinated Advisory Committee of local government representatives. Monitored and developed funding sources. 3/4 – 1/2 time position.

Relevant Education and Professional Development

Ford Family Leadership Program, Hood River 9/09 – 8/11

Bachelor of Science, Psychology and Sociology
Portland State University, August 1981

Professional and Community Activities

Gorge Artists, Director, 2006 – Present

Board President, 2007-11; Treasurer, 2012 - present

Columbia Gorge Arts and Culture Alliance, 2010 – present

Steering Committee member 2011 - Present

Rowena Dell Water and Homeowners Associations, 2001 – present

Treasurer, 2003-2010; Vice-President, 2010 – 11; Treasurer, 2011- present

Oregon Sustainable Land Trust, Director, 1997 – 2002

Director, Finance and Development Committee

Association of Oregon Recyclers Awards

2013 Education Program of the Year, Recycling 101 on-line class

2006 Community Partnerships Award, Tri-County Hazardous Waste Program

2000 Education and Promotion Program of the Year, Master Recycler Program

RECEIVED
JUN 27 2013

BY:

INFORMATION AND QUALIFICATION FORM

Wasco County Compensation Committee VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Economic Development Commission is an advisory commission intended to:

- Be an information source
- Provide advice and guidance to the Board of Commissioners on countywide economic development and quality of life issues from citizens at the grass roots level
- Be a forum for citizens to request assistance from the Board of Commissioners on accomplishing economic development problems.

APPLICATION

Provide personal qualifications for this specific volunteer position.
Supplementary information may be attached. Do not provide confidential information.

POSITION DESCRIPTION: Wasco County Compensation Committee Member

Name: Terry Moore

Address: 825 Carroll Road

Phone (home) 541 478 0021

Phone (work) cell 541 359 5374

E-mail address: Moore@econw.com

Signature: Terry Moore

Date: 27 June 2013

Number of years as a Wasco County resident: four

Your objectives/goals? Desired contributions and accomplishments? _____

I moved to Wasco County four years ago. My wife, son, and daughter-in-law are committed to making it our home for
generations. I am very interested in getting involved locally in something I have the experience to contribute to: I have that
experience in planning, economic development, and public sector investment decisions.

Approximate hours/week available for this commitment? _____

Comments: In general, I work M-Th in Portland. I have some flex in my schedule. My understanding is that the Commission
meetings are quarterly and sometimes a full day. I think can adjust my work schedule to accommodate the
Commission schedule

Education (school, college, training, apprenticeships, degrees, etc.)

Masters Urban Planning U of Oregon Date(s): 1977
Masters Public Administration U of Oregon Date(s): 1977
Bachelors Engineering Stanford Date(s): 1971
Date(s):

Experience (work, volunteering, leadership roles, achievements etc.)

See attached resume Date(s):
Date(s):
Date(s):
Date(s):

General Comments/Additional Relevant Information

See attached resume
References available. Start with Mark Cherniack, former commissioner 541 399 2177

Send completed form to:

Mid-Columbia Economic Development District
515 E. 2nd Street
The Dalles, OR 97058
541-296-2266

TERRY MOORE

DIRECTOR OF PLANNING

M.U.R.P. Urban and Regional Planning, University of Oregon
M.A. Public Administration, University of Oregon
B.S. Environmental Engineering, Stanford University

Terry Moore has been a vice president and project manager at ECONorthwest since 1979. He has managed over 500 projects in land-use and transportation planning, economic development, growth management, policy analysis and finance, and market analysis.

In addition to his full-time work at ECO, Moore is an adjunct professor in the Department of Planning, Public Policy, and Management at the University of Oregon. He started in planning as a Peace Corps Volunteer in Central America. He was a Fulbright Scholar on urban planning in Peru in 1986-1987. In 2001 he was selected as a Fellow of the American Institute of Certified Planners. In 2007 and again in 2009-10 he was a visiting scholar at the National Center for Smart Growth. He was a member of a panel that advised the American Planning Association on developing a certification program for transportation planners. He has consulted and presented on planning issues in Central and South America, Europe, New Zealand, China, and Africa.

Moore's experience makes him a practitioner with a strong knowledge of the most current professional planning literature. His articles on growth management, urban growth boundaries, project management, planning theory, and the land use / transportation connection have appeared in the *Journal of the American Planning Association*, *Land Use Policy*, *Urban Land*, the *Journal of Urban Planning & Development*, and the *Journal of the American Institute of Planners*. He has contributed chapters to three books published by the Lincoln Institute of Land Policy: *Land Market Monitoring* (2001), *Engaging the Future* (2007), and *Planning Support Systems* (2008). He was principal author for three books published by the American Planning Association Press: *Economic Development Toolbox* (2006), a second edition of *The Transportation/Land Use Connection* (2007), and *Zoning as a Barrier to Multifamily Housing Development* (2007). He co-authored the chapter on "Smart Growth" for the *ICMA Greenbook on Local Planning*, and a chapter on fiscal impacts for the *Oxford Handbook of Urban Economics and Planning* (2011).

Moore's current work focuses on integrated regional planning for land use, transportation, and economic development; the economic evaluation of growth management policies; scenario planning and tools' and market analysis for private development. He has worked on regional land use and transportation plans in Portland, Seattle, Salt Lake City, Boise, and Oklahoma City; transportation project evaluation and funding analysis for several MPOs and cities in the Northwest; economic development plans for Portland, Seattle, Salt Lake City (Envision Utah), and cities throughout the Northwest; and land-use allocation models.

Moore's strength in regional planning projects and evaluations is his multidisciplinary background and 35 years of practical experience at the intersection of technical analysis and politics. He has degrees in engineering (Stanford University), urban and regional planning, and public administration (University of Oregon); he has published books, book chapters, or refereed journal articles on the transportation / land use connection, benefit-cost analysis in transportation, economic development, market analysis, scenario planning, and project management.

M.U.R.P. Urban and Regional Planning, University of Oregon
M.A. Public Administration, University of Oregon
B.S. Environmental Engineering

Terry Moore, FAICP, has been a vice president and project manager at ECONorthwest since 1979. He has managed over 500 projects in transportation and land-use planning, economic development, growth management, policy analysis, and market analysis.

Moore is an adjunct professor in the Department of Planning, Public Policy, and Management at the University of Oregon. He started in planning as a Peace Corps Volunteer in Central America. He was a Fulbright Scholar on urban planning in Peru in 1986-1987. He was among the recipients of the American Planning Association's 1996 Current Topic Award for Transportation Planning. In 2001 he was selected as a Fellow of the American Institute of Certified Planners. In 2007 and again in 2009-10 he was a visiting scholar at the National Center for Smart Growth, where he worked a long-run scenario planning for the state of Maryland and on the development of an integrated model for the Washington DC / Baltimore mega-region. He was a member of a panel that advised the American Planning Association on developing a certification program for transportation planners. He has consulted and presented on planning issues in Central and South America, Europe, New Zealand, China, and Africa.

In addition to contract research for public and private clients, Moore is a contributor to the professional planning literature. His articles on growth management, urban growth boundaries, project management, planning theory, and the land use / transportation connection have appeared in the *Journal of the American Planning Association*, *Land Use Policy*, *Urban Land*, the *Journal of Urban Planning and Development*, and the *Journal of the American Institute of Planners*. He has contributed chapters to three books published by the Lincoln Institute of Land Policy: *Land Market Monitoring* (2001), *Engaging the Future* (2007), and *Planning Support Systems* (2008). He was principal author for three books published by the American Planning Association Press: *Economic Development Toolbox* (2006), a second edition of *The Transportation/Land Use Connection* (2007), and *Zoning as a Barrier to Multifamily Housing Development* (2007). He co-authored the chapter on "Smart Growth" for the *ICMA Greenbook on Local Planning*, and a chapter on fiscal impacts for the *Oxford Handbook of Urban Economics and Planning* (2011).

Moore's current work focuses on integrated regional planning for land use, transportation, and economic development; the economic evaluation of growth management policies; and market analysis for private development. He has worked on regional land use and transportation plans in Portland, Seattle, Salt Lake City, and Boise; transportation project evaluation and funding analysis for several MPOs and cities in the Northwest; economic development plans for Portland, Seattle, and Salt Lake City (Envision Utah); and land-use allocation models for several jurisdictions throughout the Northwest.

Moore's strength in regional planning projects and land-use evaluations is his multidisciplinary background (degrees in engineering planning, and public administration) and 35 years of practical experience at the intersection of technical analysis and politics. He has published books, book chapters, or refereed journal articles on the transportation / land use connection, benefit-cost analysis in transportation, economic development, market analysis, scenario planning, and project management.

Representative Projects

Economic Development

- Economic development strategy for Wilsonville, Oregon
- Strategic plan for economic development for Clackamas County, Oregon
- Economic development strategy update for Oregon City, Oregon
- Economic development strategy for the City of Portland, Portland Development Commission
- Portland Region's Economic Health, Portland Business Alliance
- Portland's Traded Sector, Portland Business Alliance
- Comprehensive economic development strategy for Clackamas, Multnomah, Washington, and Clark counties
- Economic development guidebook for local planners in Salt Lake City, Utah
- Economic assessment and job-creation strategy for Portland's Central Eastside Urban Renewal Area, Portland Development Commission
- Overview of economic conditions and industrial lands for Fairview, Oregon

Strategic Planning

- Feasibility of siting regional hospital in Glenwood, Oregon
- Assistance for Salem, Oregon in negotiations with a private hotel developer for a joint development of an integrated hotel/conference facility.
- Market and regulatory analysis of regional plan for Portland metropolitan area, Portland Metro
- Municipal strategic plan (Shaping Eugene's Future), City of Eugene
- Town center plan for the City of Cedar Mill, Portland Metro and Washington County

Public Facilities and Infrastructure

- Technical support for efforts to create public-private partnership to develop arts and conference center in Olympia, Washington
- Economic analysis of the transition to a consolidation of service providers in a rapidly urbanizing area, Clackamas County

- Infrastructure for industrial development, City of Springfield
- Systems development charge update for parks, Bend Park and Recreation District
- Financial analysis of infrastructure, Oregon Department of Environmental Quality (DEQ)
- Evaluation of the full costs of landfills for municipal solid waste, Oregon DEQ
- Evaluation of the U.S. Department of Energy's method for selecting permanent repositories for nuclear waste, Washington Joint Legislative Committee on Science and Technology

Growth Management

- Population forecasts for Brookings, Oregon
- Development of annexation plans for Hillsboro, Oregon
- Assessment of market demand for nodal development in Springfield, Oregon Transportation and Growth Management (TGM) Program
- The Costs of Sprawl Revisited, National Academy of Sciences' Transit Cooperative Research Program
- Evaluation of alternative urban development patterns in the Willamette Valley, Oregon Agricultural Education Foundation and 1000 Friends of Oregon
- Governor's Growth Study, Oregon Governor's Community Solutions Team
- Analysis of urban growth management policies, statewide evaluation and case studies, Oregon Department of Land Conservation and Development (DLCD)

Land Use

- Report on research methods for estimating commercial and industrial land needs
- Economic impacts of proposed industrial land rules in Hillsboro, Oregon
- Integrated transportation and land-use plan for six-county region around Boise, Idaho
- Impact analysis on industrial lands due to proposed wetlands regulations in Eugene, Oregon
- Guidebook for the State of Oregon on how local governments could evaluate commercial and industrial land needs, Oregon Economic and Community Development Department
- Analysis of development opportunities, Washington County
- Urban reserve productivity analysis, Portland Metro
- Open space needs assessment, Portland Bureau of Parks and Recreation
- Housing needs assessment and policy analysis, Oregon Cascades West Council of Governments

Market and Feasibility Analysis

- Market analysis for redevelopment of state-owned property in Salem, Oregon
- Feasibility study for a science and technology park in east Multnomah County, Oregon
- Feasibility of a parking structure at Lane Community College
- Economic and market analysis for urban center and transit-oriented development in Tukwila, Washington
- Market for different uses for downtown development in Gresham, Oregon
- Impacts of suburban shopping center on downtown retail activity in Lake Oswego
- Feasibility study of a Salem conference center, City of Salem
- Socioeconomic impact analysis of a ski area, Winema National Forest

Selected Publications

- *An Economic Development Toolbox: Strategies and Methods*. With Stuart Meck and James Ebenhoh. American Planning Association. 2006.
- "Fiscal Impact Analysis and the Cost of Alternative Development Patterns," chapter in the *Oxford Handbook of Urban Economics and Planning*, 2011.
- *Smart Growth Policies: An Evaluation of Programs and Outcomes*. Edited by Gregory K. Ingram, Armando Carbonell, Yu-Hung Hong, and Anthony Flint. Lincoln Institute on Land Policy. 2009.
- *The Transportation/Land-Use Connection*. With Paul Thorsnes. American Planning Association Press. 1994 (1st edition), 2007 (2nd edition).
- "The Use of Forecasts in Creating and Adopting Visions for Regional Growth." In *Engaging the Future*. Edited by Lewis D. Hopkins and Marisa A. Zapata. Lincoln Institute on Land Policy. 2007.
- "Economic Base and Econometric Projections." In *Planning and Urban Design Standards*. With Stuart Meck, Richard Klosterman, and James Ebenhoh. American Planning Association. 2006.
- "Framework for an Economic Evaluation of Transportation Investments." In *Economic Impacts of Intelligent Transportation Systems*. Edited by Evangelos Bekaris. With Randall Pozdena. 2004.
- "Forecasting Demand for Urban Land." In *Land Market Monitoring for Smart Urban Growth*. Edited by Gerrit J. Knapp. With Paul Waddell. 2001.

INFORMATION AND QUALIFICATION FORM

Wasco County Compensation Committee VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Economic Development Commission is an advisory commission intended to:

- Be an information source
- Provide advice and guidance to the Board of Commissioners on countywide economic development and quality of life issues from citizens at the grass roots level
- Be a forum for citizens to request assistance from the Board of Commissioners on accomplishing economic development problems.

APPLICATION

Provide personal qualifications for this specific volunteer position.
Supplementary information may be attached. Do not provide confidential information.

POSITION DESCRIPTION: Wasco County Compensation Committee Member

Name: CAROLE SCHMIDT

Address: P.O. Box 251, MOSIER, OR 97040

Phone (home) 541-478-3716

Phone (work) cell 541-490-1920

E-mail address: paxmead@gmail.com

Signature: 

Date: 7-2-13

Number of years as a Wasco County resident: 35 years

Your objectives/goals? Desired contributions and accomplishments? _____

-Contribute to development of Wasco Cty's needs
in a sustainable manner.

-Work efficiently towards growth in the community.

Approximate hours/week available for this commitment? 2 to 4 hrs.

Comments: I am flexible with my time commitments.

See attached resume.

Education (school, college, training, apprenticeships, degrees, etc.)

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

Experience (work, volunteering, leadership roles, achievements etc.)

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

General Comments/Additional Relevant Information

Thank you for your consideration.

Send completed form to:

Mid-Columbia Economic Development District
515 E. 2nd Street
The Dalles, OR 97058
541-296-2266

Carole Schmidt

PO Box 251
Mosier,
OR 97040

Phone 541-478-3716
Fax 541-478-2853
E-mail
paxmead@gmail.com

Objective Education Administration

Summary of qualifications I have spent 13 years in the field of special education including teaching, training and administration; 13 years in business, developing a business, finance, personnel skills, and 10.5 years in Charter school development and administration.

Education 1971- 1974: University of Sheffield, and University of Newcastle Upon Tyne, England

Special Education, Education K -12

Teaching certificate, for special and regular education.

1979 – 1981: Portland State University, Portland, Oregon

Master of Science, Education

Handicapped Learners Endorsement

1985 – 1987: Portland State University, Portland, OR

Principal Administration, Administrators License

1986 –1998

Business

Many business trainings in business administration, staff development, personnel training, Oregon state law, time management, communication, finance admin, computer classes and specialized courses in the health club industry.

Professional experience

2011to 2013 Mosier Middle School Mosier, Oregon

Executive Director

Responsible for overall administration of the charter school including long range planning, budget, daily operation, coordination with local school district and Oregon Department of Education. Responsible for development of the educational vision, mission and curriculum of the school.

2010 to 2013 Mosier Community School Mosier, Oregon

Executive Director

Responsible for overall administration of the charter school including long range planning, budget, daily operation, coordination with local school district and Oregon Department of Education. Responsible for development of the educational vision, mission and curriculum of the school.

2003 - 2010 Mosier Community School (Charter) Mosier, Oregon

Principal, School Administrator

Responsible for the daily operation of the charter school, fiscal management, counseling student personnel training, developing policies, budget and grants for the school. Responsible for development of the educational vision, mission and curriculum of the school.

1986 – 1999 Hood River Sports Club Hood River, Oregon

General Manager/Owner

Responsible for all health club operations, business, financial, administration, staff development, facility management and activity programming.

1981 – 1988 Chenoweth School District The Dalles, Oregon

Director of Special Education

Responsible for all special education in the District, co-coordinating special teaching units throughout the district, working with the alternate learning center, developing IEP's for special needs students, working with the District administration team, developing special education curriculum, evaluating educational material, students and placement.

Responsible for record maintenance, State reporting, counseling alternate high school students and teaching a variety of special needs students. Coordination between many local and State agencies.

1978 – 1981 Wasco ESD The Dalles, Oregon

Special Education teacher and coordinator for Wasco County for severely handicapped learners. These students were functioning in the severe range and many had multiple handicaps including physical, vision and hearing problems.

1975 – 1978 Rectory Paddock School England

Special Education teacher for severely handicapped learners.

1974 –1975 Phoenix Centre England

Special Education teacher of physically and mentally handicapped students.

Languages

French, Conversational Spanish

Community activities

Special Olympic volunteer and coach for 26 years.

Local Program Coordinator for Wasco, Sherman and Hood River counties for many years.

Hood River Local Program coordinator for Special Olympics.

Mosier Valley Alliance Committee.

Mosier Waterfall Park Committee.

Cub Scout leader for 5 years.

Kids First, Mosier

Volunteer experience

Volunteer with Mosier Community School, Mosier Middle School.

Special Olympic swimming and ski/snowboarding coach.

Member of fundraising committee for Special Olympics.

Member of the Hood River Special Olympics Council.

Earth Day committee member.

Cycle Oregon Volunteer Coordinator, 2000

Interests and activities

Snowboarding, Skiing, Rock Climbing, Hiking, Biking, Backpacking, Stand Up Paddling. Traveling, Book Club member and outdoor activities in general.

Available on request.

References

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF KRISTIN)	
CHATFIELD TO THE WASCO COUNTY ECONOMIC)	ORDER
DEVELOPMENT COMMISSION POSITION #1)	#13-127

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Economic Development Commission (EDC); and

IT FURTHER APPEARING TO THE BOARD: That Kristin Chatfield is willing and is qualified to be appointed to the Wasco Economic Development Commission and has been nominated for this position by the EDC.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kristin Chatfield
be and is hereby appointed to the Wasco County Economic Development
Commission in Position #1; said term to expire on June 30, 2017.

DATED this 21st Day of August, 2013

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve Kramer, County Commissioner

Agenda Item
Youth Services/Youth Think Contracts

- [Oregon Youth Authority Contract Revision](#)
- [MCFL Prevention Contract](#)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

AGREEMENT #12687

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT**

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its Oregon Youth Authority ("OYA") and Wasco County, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date and Duration. This Agreement shall become effective as of July 1, 2013. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2015.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-E are attached; Exhibit F is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS
OREGON YOUTH AUTHORITY

By: _____
Name: John Paul Jones
Title: Budget and Contracts Manager
Date: _____

COUNTY

By: _____
Name: _____
Title: _____
Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: N/A
Name: _____
Title: _____
Date: _____

Reviewed by OYA Contract Specialist: _____ Date: _____

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
2. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
3. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
4. **“Claim”** has the meaning set forth in Section 15 of Exhibit B.
5. **“Client”** means any individual who receives a Service.
6. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **“County”** has the meaning set forth in the first paragraph of this Agreement.
9. **“Discretionary Bed Allocation” or “DBA”** means the maximum number of youth from the County who may reside in beds at OYA’s Close Custody Facilities. The method for calculating the maximum number of youth is set forth in OYA’s administrative rules, OAR 416-410-0010 through 416-410-0060. For the purposes of this Agreement, at a minimum, the following youth from the County shall be considered to be residing in beds at OYA’s Close Custody Facilities:
 - a. Youth committed to the custody of the OYA for placement at a Close Custody Facility by the juvenile court of jurisdiction under ORS 419C.478, and
 - b. Youth whose parole from a Close Custody Facility has been revoked under the provisions of ORS 420.045, 420A.115 or 420A.120, except youths whose parole has been revoked and who were originally committed for Rape in the first degree, ORS 163.375, Sodomy in the first degree, ORS 163.405, and Unlawful Sexual Penetration in the first degree, ORS 163.411.

Youth placed at a Close Custody Facility due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Bed Space in accordance with OYA administrative rules OAR 416-410-0010 and 416-410-0020, shall, for purposes of this Agreement, not be counted against the DBA.

10. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.

11. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.

12. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.

13. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.

14. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.

15. **“OYA”** means the Oregon Youth Authority.

16. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

17. **“Public Safety Reserve Bed Space”** means those beds in OYA’s Close Custody Facilities that are reserved for youth who have committed offenses designated by the OYA in its administrative rules OAR 416-410-0010 and 416-410-0020.

18. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.

19. **“Service Plan”** means the County’s plan for 2013-2015 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2013-2015 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.

20. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

21. **“Target Population for Basic Services”** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

- a. Antisocial behavior;
- b. Poor family functioning or poor family support;
- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2013-2015 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

d. Recovery of Funds. If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties.

a. County represents and warrants as follows:

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). Organization and Authority. OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). Due Authorization. The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii). Binding Obligation. This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Expenditure of Funds. County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Basic Services funds solely on Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports. County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan.

5. Provider Contracts. Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or

disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default. OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination.

a. **County Termination.** County may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **OYA Termination.** OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit D. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Survival. Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Philip Cox
Oregon Youth Authority
530 Center St. NE, Suite 200
Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: 503-373-7921
E-mail: Philip.Cox@oya.state.or.us

To County: Molly Rogers
Wasco County Youth Services
202 E. 5th Street
The Dalles, Oregon 97058
Voice: (541)506-2660x2
Facsimile: (541)506-2661
E-Mail: mollyr@co.wasco.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

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

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

15. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the

State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver

by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, the OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

26. Force Majeure. Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

29. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes. County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcome of reducing juvenile recidivism.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i)** Antisocial behavior.
- (ii)** Poor family functioning or poor family support.
- (iii)** Failure in school.
- (iv)** Substance abuse problems.
- (v)** Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Service Plans

a. Service Plan Submission. County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2011-2013 biennium. Until the Service Plan for the 2013-2015 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2011-2013 shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2013-2015 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2011-2013 biennium and be incorporated into and be a part of this Agreement in accordance with Section 2 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

4. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

5. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

6. Grievance System. During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

7. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, or by service

extracts, for progress in achieving the high level outcome. This also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

8. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

9. Other Agreement Requirements.

a. At a minimum, the Contractor shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;

(v) Programs and services used by the Contractor to stay within its Discretionary Bed Allocation.

(vi) Revocation Hearings in the community prior to returning a youth to a bed at an OYA Close Custody Facility. Contractor shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the Provider("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL.

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

B. TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

ii. PROFESSIONAL LIABILITY

☒ Required by Agency ☐ Not required by Agency.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by the Agency:

☐ \$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

☒ The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the Agency:

Bodily Injury, Death and Property Damage:

☐ \$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount]

per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

☒ The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iv. AUTOMOBILE LIABILITY INSURANCE.

☒ Required by Agency ☐ Not required by Agency.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by the Agency:

Bodily Injury, Death and Property Damage:

☐ \$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

☒ The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

- C. ADDITIONAL INSURED. If the total amount payable under the Provider Contract is greater than \$15,000.00, the Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- D. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and County 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- E. NOTICE OF CANCELLATION OR CHANGE. The Provider or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- F. CERTIFICATE(S) OF INSURANCE. County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT EXHIBIT E
FUNDING**

SERVICE	TOTAL
JCP BASIC	\$64,870.50

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.

Agenda Item
Barlow Forest District Report

- No documents have been submitted for this item – RETURN TO AGENDA.

Agenda Item
Road Vacations/Federal Lands Access Program

- [Linns Mill Public Road Vacation Report](#)
- [Mission Ridge Request](#)
- [Federal Lands Access Program Match Agreement](#)

**Road Vacations/Federal Lands Access Program
Linns Mill Public Road Vacation Report**

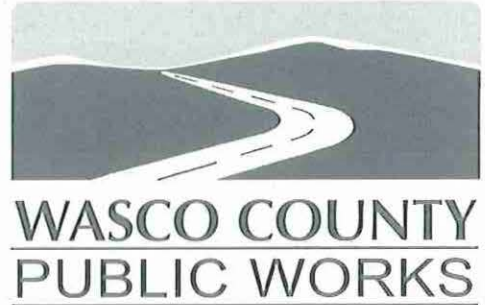
- [Memo](#)
- [Petition](#)
- [Public Works Director Report](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: LINNS MILL ROAD VACATION REPORT
DATE: 8/15/2013

BACKGROUND INFORMATION

On June 5, 2013, Public Works Director Marty Matherly presented a petition to vacate a portion of Linns Mill Road. The Board directed him to prepare and present a report for the proposed vacation (Order #13-116).



May 14, 2012

2705 EAST 2ND STREET
THE DALLES, OR 97058-4097

541-506-2640

FAX-506-2641

To: Wasco County Board of Commissioners

From: Marty Matherly *Marty*
Public Works Director
Wasco County

Re: Petition to Vacate
A portion of Linns Mill
Public Road

The Wasco County Road Department received a properly prepared petition by the landowners to vacate a portion of Linns Mill Public Road, No. 3057 in Section 21, T.5S, R11E, W.M.

The petition included the required information:

1. A legal description of the road proposed to be vacated.
2. A statement of the reason for requesting the vacation of the road.
3. Names and addresses of all persons affected by the road proposed to be vacated.
4. Notarized signatures of either owner's of 60 percent of the land abutting the road proposed to be vacated or 60 percent of the owners of land abutting the road proposed to be vacated.

The petitioners also deposited with the County Road Department a check for \$500.00 which is the correct fee for initiating a petition for vacation of road or public right of way.

Action needed would be the Wasco County Board of Commissioners Direct the County Road Official to prepare a Written Report on the proposed vacation.

The report must contain:

1. An assessment of whether the vacation would be in the public interest.
2. A description of the ownership of the road proposed to be vacated.
3. A description of the present use of the road proposed to be vacated.

PETITION

TO THE WASCO COUNTY COURT
511 WASHINGTON STREET
THE DALLES, OREGON 97058

Gentlemen:

We the following undersigned property owners of Wasco County, hereby petition you to vacate the following described portion of:

DESCRIPTION (*SEE REVISED DESCRIPTION ON NEXT PAGE.*
(~~Road known as Ted Endersby road. The portion starting in the SW~~
(~~corner of T5S, R11E, section 13 running through section 14, 23, 22, 21~~
(~~and ending at the USFS boundary in the NE corner of section 20.~~

Attached hereto and by this reference made a part hereof is a map marked Exhibit "A", which shows in detail the above described road or street.

REASON TO VACATE (With the road running off of ODFW land and on to Private and then
(back onto public ground people trespass on Dodge Trust private lands.
(When the White River Wildlife area is closed in the Winter

List of All Abutting Landowners

Address

<u>Oregon Department of Fish</u>	<u>78430 Dodson Rd., Tygh Valley</u>
<u>and Wildlife (WRWA)</u>	<u>Oregon 97063</u>
<u>Todd Dodge, Dodge Trust</u>	<u>53053 Endersby Rd.</u>
<u>Chad Dodge, Dodge Trust</u>	<u>Pine Grove, Oregon</u>

All petitioners must be owners of property abutting the road sought to be vacated. Each Petitioner must attach a signature page signed before a Notary. If 100% of the abutting landowners sign the petition, the road may be vacated without Public Hearing.

Reason to Vacate: During the late fall and winter months and the winter closure of the White River Wildlife Area we have a problem with people coming down from the USFS land through Dodge Trust property and we have had a problem with poaching wintering

deer and problems with gates being tore down and trespassing on private lands along with vandalism.

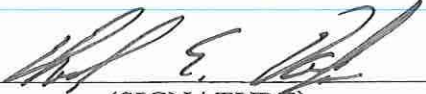
Trespassing has always been a problem on Dodge Trust property with this road going through the middle of this land. His property is posted and still has problems with trespassing and vandalism.

REVISED DESCRIPTION:

THAT PORTION OF LINNS MILL PUBLIC ROAD BEGINNING
AT A POINT IN THE EAST LINE OF SEC. 21, T. 55., R. 11 E.,
W. 1/4. THENCE RUNNING WESTERLY THROUGH SAID
SECTION 21 TO A POINT IN THE EASTERLY BOUNDARY
OF MT. HOOD NATIONAL FOREST.

PETITIONED ROAD: LINNS MILL PUBLIC ROAD No. 3057

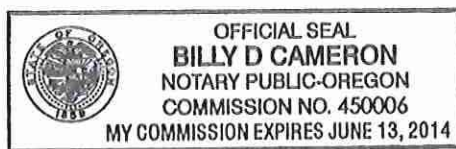
NAME OF PETITIONER: Chad E. Dodge
811 NW 4th St
Pendleton, OR 97801
(ADDRESS)


(SIGNATURE)

STATE OF Oregon)
COUNTY OF Umatilla) ss.

Date April 20, 2012

Personally appeared the above named Chad E. Dodge
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:





Notary Public for Oregon (State)
My Commission Expires: 6-13-2014

Note: If ownership is jointly held, simply add another signature line.

PETITIONED ROAD: LINNS HILL PUBLIC ROAD No. 3057

NAME OF PETITIONER: Richard Dodge

78344 Hwy 216

Maupin OR 97037
(ADDRESS)

Richard Dodge
(SIGNATURE)

STATE OF Oregon)

COUNTY OF Wasco)

ss.

Date 4/30, 192012

Personally appeared the above named Richard T. Dodge,
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:

Michele R Parman



Notary Public for Oregon (State)
My Commission Expires: 4/16/2013

Note: If ownership is jointly held, simply add another signature line.

PETITIONED ROAD LINNS MILL PUBLIC ROAD No. 3057
~~Fed Endersby Road~~

NAME OF PETITIONER: ODFW
Curt Melcher Deputy Director
3406 Cherry Ave NE Salem, OR 97303

Curtis E Melcher (ADDRESS)

(SIGNATURE)

STATE OF Oregon

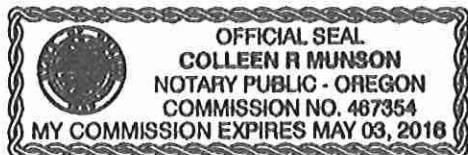
) SS.

COUNTY OF Marion

DATE 6-29, 2012

Personally appeared the above name Curtis E. Melcher

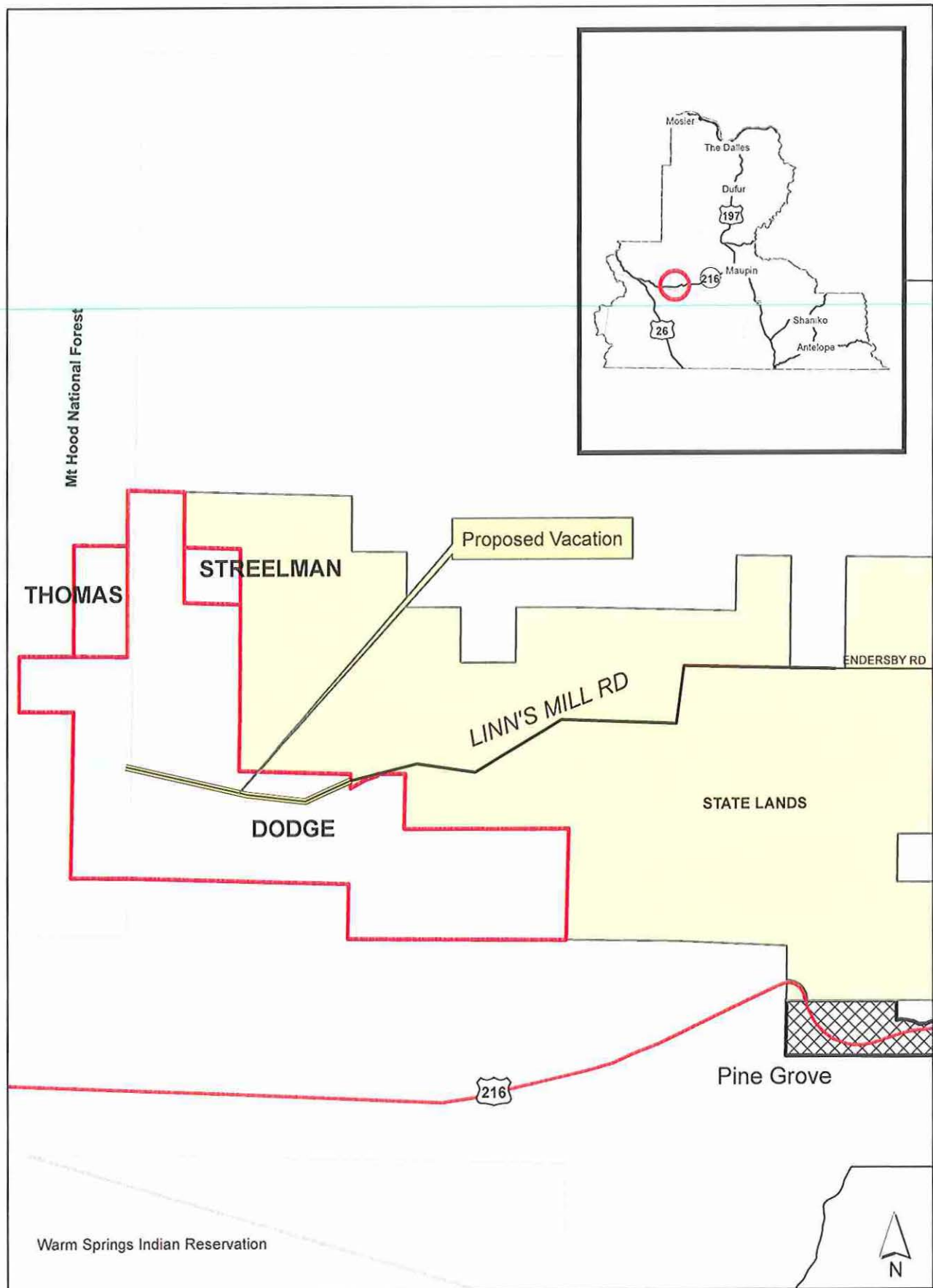
And acknowledged the foregoing Instrument to be a voluntary act and deed. Before me:



Colleen R Munson
Notary Public for Oregon (State)
My Commission Expires: 5-3-2016

Note: If ownership is jointly held, simply add another signature line.

EXHIBIT A



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE PROPOSED)	
VACATION OF A PORTION OF LINNS)	
MILL PUBLIC ROAD NO. 3057)	REPORT OF THE PUBLIC
LOCATED IN WASCO COUNTY,)	WORKS DIRECTOR
OREGON)	

TO THE HONORABLE BOARD OF COMMISSIONERS OF WASCO COUNTY,
OREGON:

In compliance with the Order of the Board of Commissioners dated June 5, 2013, I have
investigated the Public Road as follows:

A PORTION OF LINNS MILL PUBLIC ROAD NO. 3057

LEGAL DESCRIPTION

That portion of Linns Mill Public Road No. 3057 beginning at a point in the east line of
Section 21, Township 5 South. Range 11 East, Willamette Meridian, thence running
westerly through said Section 21 to a point in the easterly boundary of Mt. Hood National
Forest.

Attached hereto and by this reference made a part hereof is a map marked Exhibit "A"
showing the location of the above described Public Road.

Background

The petitioners, who own the land on both sides of the right-of-ways, wish to vacate a
portion of Linns Mill Road. They state their reason to vacate as follows:

"During the late fall and winter months and the winter closure of the White River
Wildlife Area we have a problem with people coming down from the USFS land through
Dodge Trust property and we have a problem with poaching wintering deer and problems
with gates being torn down and trespassing on private lands along with vandalism."

The road was originally created by petition and declared a county road on July 8, 1907.
Record of this action is in Commissioners Journal I-216. The road was platted as Wm. A.
Miller Road and was about 9 miles in length. No right of way width was stated, therefore
during this time period, the law prescribes 60 foot as standard when no width is stated.

In 1972, a petition was processed and approved to withdraw this roadway from the County road system and have it declared a road of public easement.

This petition is requesting that a portion of Linns Mill Public Road be vacated as shown on the attached Exhibit "A".

Facts and Findings

The road is in a rural forest setting surrounded mostly by timber stands with some open space. The road is a narrow one lane dirt road with patches of crushed rock in certain areas because of poor drainage causing erosion problems. At times, during the winter, the road can become impassable for vehicular traffic.

There are three property owners abutting the section of roadway being proposed for vacation. The section being petitioned is through private property approximately 1.5 miles in length. The property to the west of this section is United States Forest Service land and the property to the east is Oregon Department Fish and Wildlife land. All three are in support of the proposed vacation and therefore, a public hearing is not required.

Unique to this public road is the White River Wildlife Management Area. The Oregon Department of Fish and Wildlife closes this road during the winter months for the protection of the larger game animals. The closure of this road is done by locking a gate on the east boundary of the ODF&W property. There is no gate on the west end of their property as it borders the private property.

The west boundary of the private property section is the east boundary of the Mt. Hood National Forest land. There is a cattle guard at that location but no gate. If vacation is granted, the petitioners plan to add gates at the west boundary of the ODF&W property and at the east boundary of the Mt. Hood National Forest land. The gates will accomplish a common goal of the petitioners of trying to reduce the trespassing and poaching of the winter games animals in the WRWMA.

Level 3 Communications provides fiber optic service within the right-of-way and has no objection to the proposed vacation as long as the property owners grants a utility easement for ingress, egress and maintenance of their facility.

There are two privately owned parcels north of this public roadway that have no legally dedicated means of access. One is inside the Mt. Hood National Forest and the other abuts ODF&W land and they both abut the private property owner petitioning this vacation. The vacation process does not require or obligate the private property petitioner to provide access. However, the petitioner is willing to negotiate an access easement with both parties.

Vacation of this section of public roadway will not violate Wasco County Planning regulations.

Fiscal Impact

The right-of-way would revert to private ownership and onto the tax roles. The county does not have maintenance responsibilities now, so vacation would have no fiscal impact to the county road department.

Recommendation

100% of the adjacent landowners support the petition, so no public hearing is required. *There is no public benefit to retain this portion as a public road and I recommend that the proposed vacation be granted with the following conditions:*

- *Dodge Trust, 53053 Endersby Road, Pine Grove, Oregon will be responsible and bear all costs for installing and maintaining a gate at the property line between ODF&W and Dodge Trust property.*
- *Dodge Trust, 53053 Endersby Road, Pine Grove, Oregon will be responsible and bear all costs for installing and maintaining a gate at the property line between Mt Hood National Forest and Dodge Trust property.*
- *Dodge Trust, 53053 Endersby Road, Pine Grove, Oregon will be responsible and bear all costs for granting Level 3 Communications a utility easement for ingress, egress and maintenance of their fiber optic facility.*

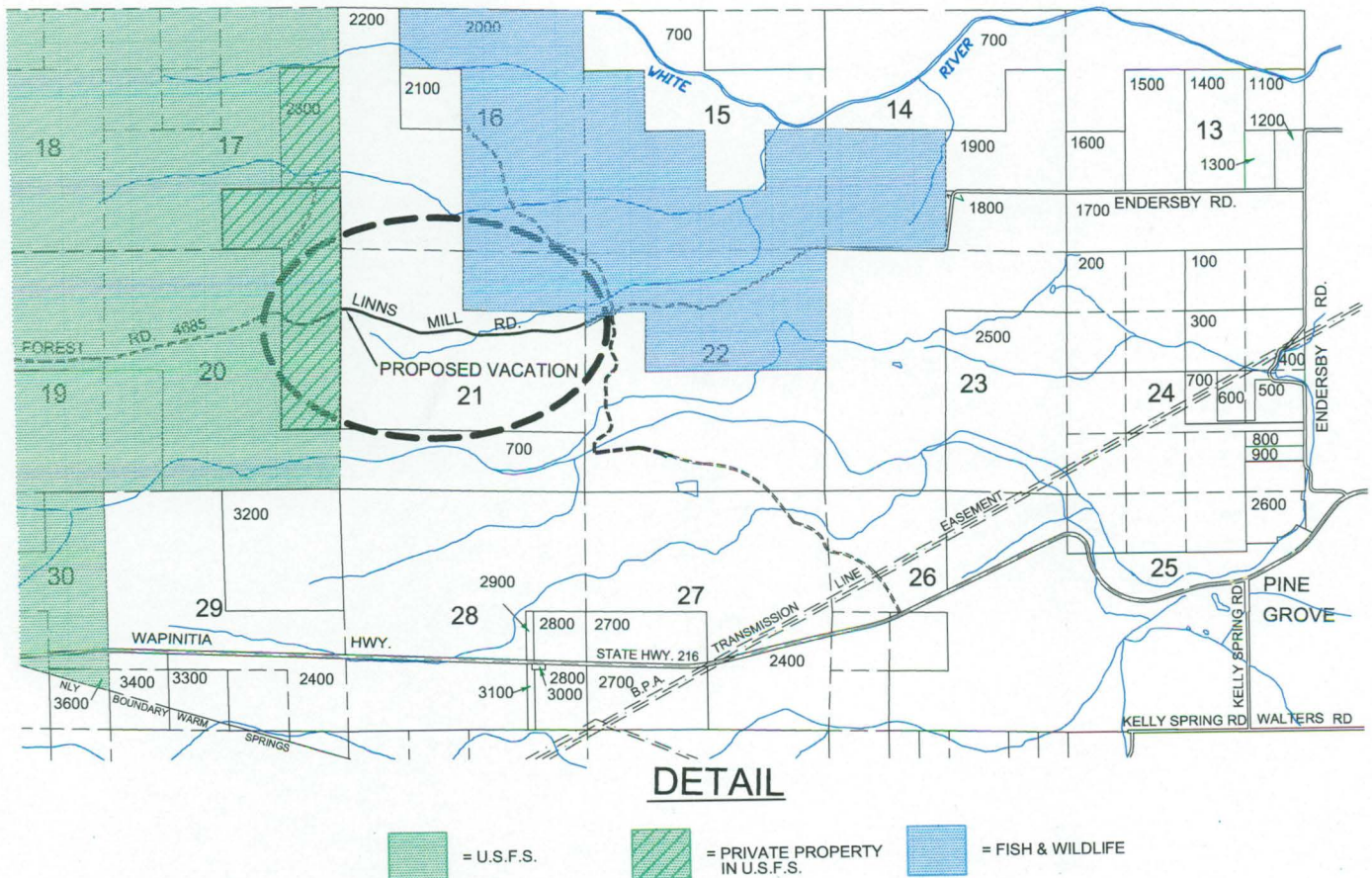
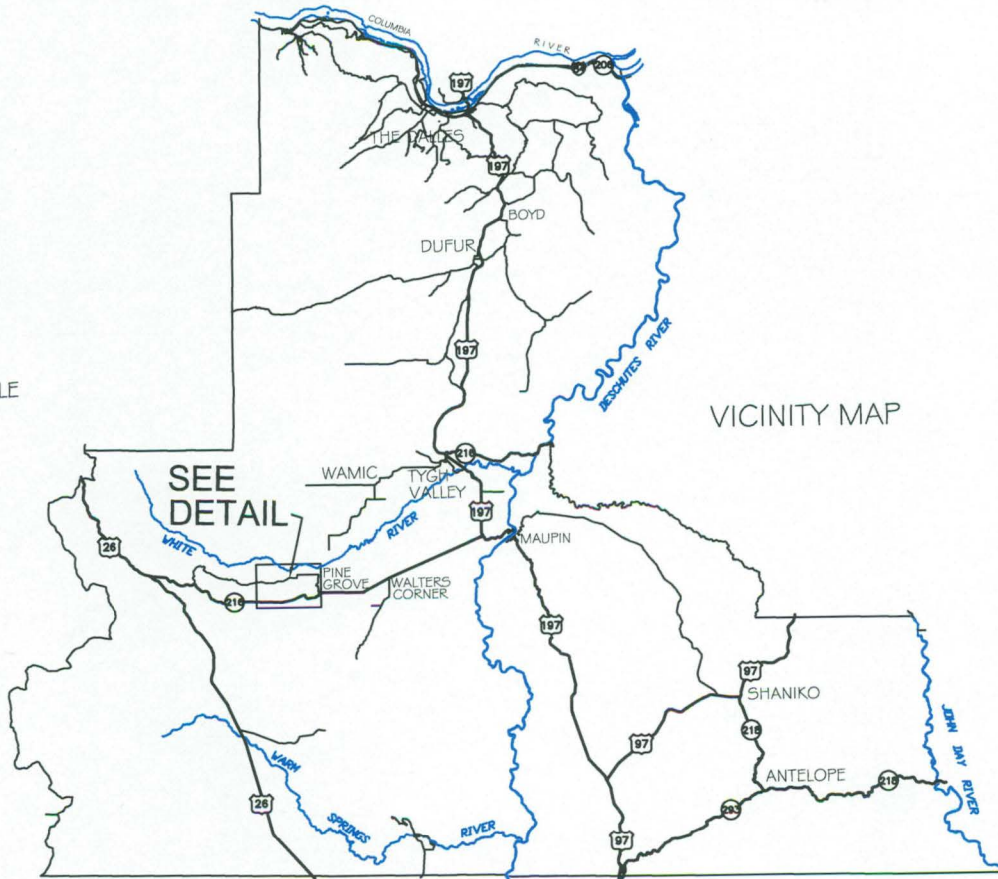
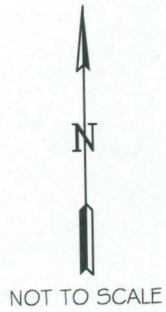
DATED this 5th day of August, 2013.



Marty Matherly
Public Works Director

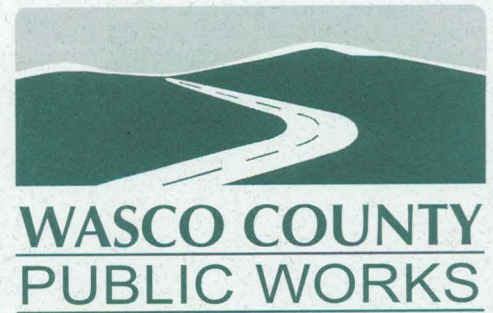
EXHIBIT "A"

PROPOSED VACATION FOR A PORTION OF
LINNS MILL ROAD WEST (PUBLIC RD. No. 3057)



Road Vacations/Federal Lands Access Program Mission Ridge Request

- [Public Works Memo](#)
- [Petition](#)
- [Order #13-128 Directing Public Works
Director to Prepare Report](#)



August 12, 2013

2705 EAST 2ND STREET
THE DALLES, OR 97058-4097

541-506-2640
FAX-506-2641

To: Wasco County Board of Commissioners

From: Marty Matherly
Public Works Director
Wasco County

Re: Petition to Vacate
Mission Ridge Road
Public Road

The Wasco County Road Department received a properly prepared petition by the landowners to vacate Mission Ridge Public Road, No. 3087 in Section 31, T.2N, R13E, W.M.

The petition included the required information:

1. A legal description of the road proposed to be vacated.
2. A statement of the reason for requesting the vacation of the road.
3. Names and addresses of all persons affected by the road proposed to be vacated.
4. Notarized signatures of either owner's of 60 percent of the land abutting the road proposed to be vacated or 60 percent of the owners of land abutting the road proposed to be vacated.

The petitioners also deposited with the County Road Department a check for \$500.00 which is the correct fee for initiating a petition for vacation of road or public right of way.

Action needed would be the Wasco County Board of Commissioners Direct the County Road Official to prepare a Written Report on the proposed vacation.

The report must contain:

1. An assessment of whether the vacation would be in the public interest.
2. A description of the ownership of the road proposed to be vacated.
3. A description of the present use of the road proposed to be vacated.

TO THE WASCO COUNTY BOARD OF COMMISSIONERS
511 WASHINGTON STREET
THE DALLES, OREGON 97058

LADIES / GENTLEMEN

We the following undersigned property owners of Wasco County, hereby petition you to vacate the following described portion of :

DESCRIPTION:

MISSION RIDGE ROAD

Attached hereto and by this reference made a part hereof is a map marked Exhibit "A", which shows in detail the above described road.

REASON TO VACATE:

TO CLARIFY AND REFLECT THE ORIGINAL DESIGN,
CONSTRUCTION AND INTENT OF THIS ROAD.

This road was designed and constructed with private funding to provide ingress / egress for the tax lots noted below. This road continues to be maintained & serviced with private funding by the abutting property owners. No county funding has ever been expended on this roadway.

LIST OF ALL ABUTTING LANDOWNERS

TAX LOTS

Ronald E & Sonja D McHale
1000 Mission Ridge Road
The Dalles, Oregon 97058

2N 13E 31D 900

Richard A & Susan L Thurman
990 Mission Ridge Road
The Dalles, Or 97058

2N 13E 31D 700

Kevin R & Holly Westin
980 Mission Ridge Road
The Dalles, Oregon 97058

2N 13E 31D 800

Henry L & Una K. Beeson
PO Box 2050
986 Mission Ridge Road
The Dalles, Oregon 97058

2N 13E 31D 200

James W & Joyce M Lehman
380 Mystic Mountain Dr.
Sparks, Nv. 89441-5519
(4770 Anderson Way W. – The Dalles)

2N 13E 31D 1000

All petitioners must be owners of property abutting the road sought to be vacated. Each petitioner must attach a signature page signed before a Notary. If 100% of the abutting landowners sign the petition, the road may be vacated without Public Hearing.

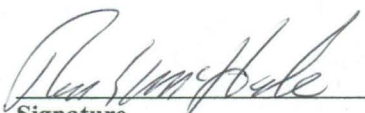

SIGNATURE PAGE – PETITION TO VACATE

PETITIONED ROAD:

MISSION RIDGE ROAD

NAME / ADDRESS OF PETITIONER:

RONALD E & SONJA D MCHALE
1000 Mission Ridge Road
The Dalles, Oregon 97058


Signature

Signature

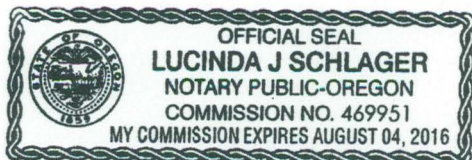
NOTARY

STATE OF Oregon

COUNTY OF Wasco

DATE August 1, 2013

Personally appeared the above named Ron + Sonja McHale,
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:





Notary Public for OREGON

My Commission Expires: August 4, 2016

Note: If ownership is jointly held, simply add another signature line.

SIGNATURE PAGE – PETITION TO VACATE

PETITIONED ROAD:

MISSION RIDGE ROAD

NAME / ADDRESS OF PETITIONER:

RICHARD A & SUSAN L. THURMAN
990 Mission Ridge Road
The Dalles, Oregon 97058

Richard A. Thurman
Signature

Susan L. Thurman
Signature

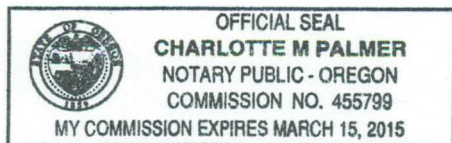
NOTARY

STATE OF Oregon

COUNTY OF Wasco

DATE July 31, 2013

Personally appeared the above named Richard & Susan Thurman,
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Charlotte M Palmer

Notary Public for OREGON

My Commission Expires: 3-15-2015

Note: If ownership is jointly held, simply add another signature line.

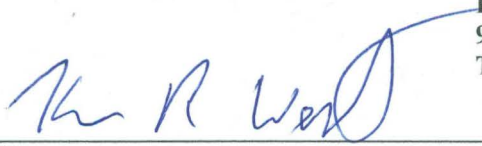
SIGNATURE PAGE – PETITION TO VACATE

PETITIONED ROAD:

MISSION RIDGE ROAD

NAME / ADDRESS OF PETITIONER:

KEVIN R. & HOLLY WESTIN
980 Mission Ridge Road
The Dalles, Oregon 97058


Signature


Signature

NOTARY

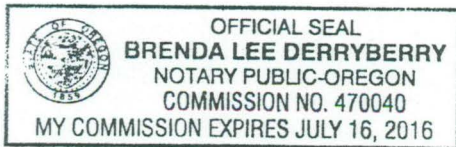
STATE OF Oregon

COUNTY OF Wasco

DATE 8-5, 2013

Personally appeared the above named KEVIN WESTIN : HOLLY WESTIN,

and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:





Notary Public for OREGON

My Commission Expires: 7-16-2016

Note: If ownership is jointly held, simply add another signature line.


SIGNATURE PAGE – PETITION TO VACATE

PETITIONED ROAD:

MISSION RIDGE ROAD

NAME / ADDRESS OF PETITIONER:

HENRY L. & UNA K. BEESON
PO Box 2050
986 Mission Ridge Road
The Dalles, Oregon 97058


Signature


Signature

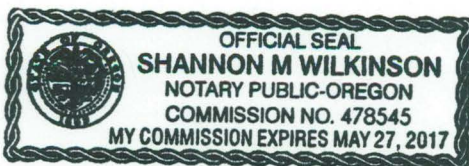
NOTARY

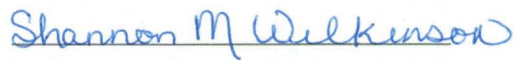
STATE OF Oregon

COUNTY OF Wasco

DATE 8/5, 2013

Personally appeared the above named Henry L & Una K Beeson,
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:





Notary Public for OREGON

My Commission Expires: may 27, 2017

Note: If ownership is jointly held, simply add another signature line.

SIGNATURE PAGE – PETITION TO VACATE

PETITIONED ROAD:

MISSION RIDGE ROAD

NAME / ADDRESS OF PETITIONER:

JAMES W & JOYCE M. LEHMAN
380 Mystic Mountain Drive
Sparks, Nv. 89441-5519
(4770 Anderson Way W., The Dalles, Or.)

James W. Lehman
Signature
Joyce M. Lehman
Signature

NOTARY

STATE OF Nevada

COUNTY OF Washoe

DATE August 7th, 2013

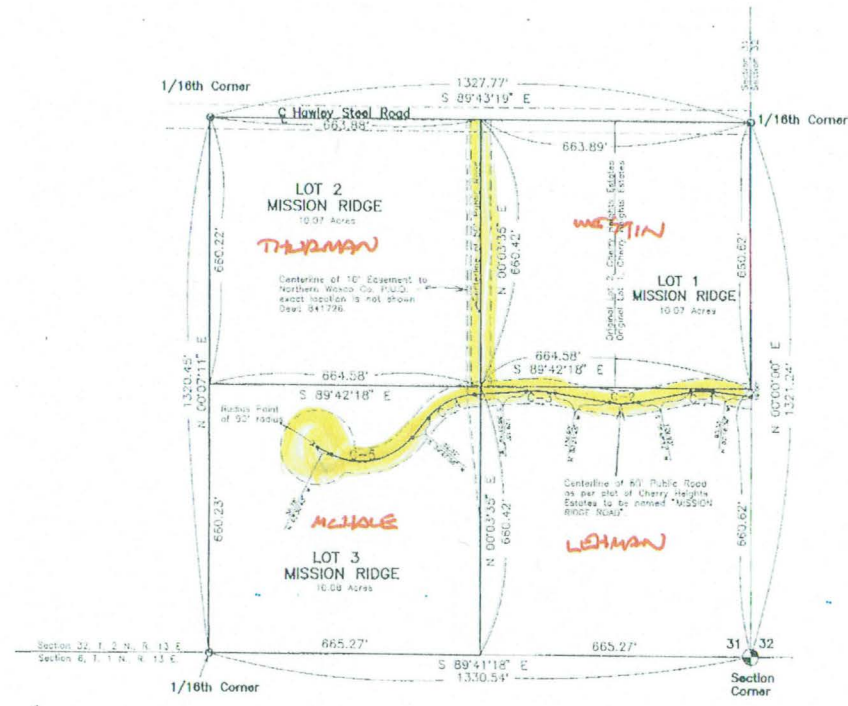
Personally appeared the above named Joyce Lehman & James Lehman

and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Ryan Krieg
Notary Public for Nevada
OREGON
My Commission Expires: 5-22-2016

Note: If ownership is jointly held, simply add another signature line.

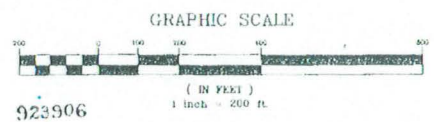


CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	165.01'	54.48'	27.48'	54.21'	S 89°16'06" W	16°54'30"
C-2	199.03'	72.33'	36.57'	71.94'	N 89°13'31" E	20°49'23"
C-3	311.11'	72.08'	36.20'	71.91'	N 86°59'58" W	1°16'26"
C-4	160.00'	130.96'	69.40'	127.34'	S 69°54'52" W	46°53'54"
C-5	160.00'	215.08'	127.32'	199.25'	N 77°58'30" E	77°01'21"

Basis of Bearing and Survey Control as per DCL 5/22/1983 Survey.

NARRATIVE: The purpose of this survey is for the replat of Lot 1 and the partition of Lot 2 of "CHERRY HEIGHTS ESTATES". In addition it is the dedicators desire to name the three lots "MISSION RIDGE".

WATER RIGHTS: Original parcel has no water rights filed with the State of Oregon.



923906

FILED WASCO CITY
THE DALLES, OR
OCT 21 1 50 PM '92
KARL...
COUNTY CLERK

STATE OF OREGON, ss
County of Wasco, ss
I certify that this document was received and recorded in the
DEED records.
Karen R. LeBannon, County Clerk
By: [Signature] Deputy
Return to: [Signature]

"SURVEY"
FOR — Ron and Sonja McHale Zoning: "R-R(5)"
LOCATION — Parcels being located
in platted Lot 1 and 2 of "CHERRY HEIGHTS
ESTATES" as located in the Southeast 1/4
of the Southeast 1/4 of Section 31,
Township 2 North, Range 13 East, W.M.—
WASCO COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR
[Signature]
OREGON
JULY 25, 1983
DANNY L. CRON
1926
Sept. 25, 1992



FILED WASCO CITY
THE DALLES, OR
OCT 21 1 50 PM '92
COUNTY CLERK

RECORDING INFORMATION
COUNTY OF WASCO
File Number: 923906
Instrument received on the 21 day of
OCTOBER, 1992 at 1:50 PM
Wasco County Clerk

We, the owners of the land shown
herein, hereby declare that this division
of land has been made with our free
consent and in accordance with our
desires, that we hereby acknowledge
this as a legal partition.

[Signature] 10-13-92
[Signature] 10-13-92
STATE OF OREGON
COUNTY OF WASCO, ss
Subscribed and sworn before me on this
13th day of October, 1992
by Sonja D. McHale and
Ronald B. McHale

[Signature]
Notary Public for the State of Oregon
My commission expires 11-04-94

OPTIONAL SEAL
DANNY L. CRON
NOTARY PUBLIC, OREGON
COMMISSION #00000000
EXPIRATION DATE 11-04-94

I hereby certify this partition was
examined and approved as of this
13 day of October, 1992.
[Signature]
Wasco County Surveyor

I hereby certify this partition was
examined and approved as of this
20 day of October, 1992.
[Signature]
County Clerk

MOHAL002.DWG

VACATION OF PUBLIC ROADS
IN THE SE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 31,
TOWNSHIP 2 NORTH, RANGE 13 EAST, W.M.

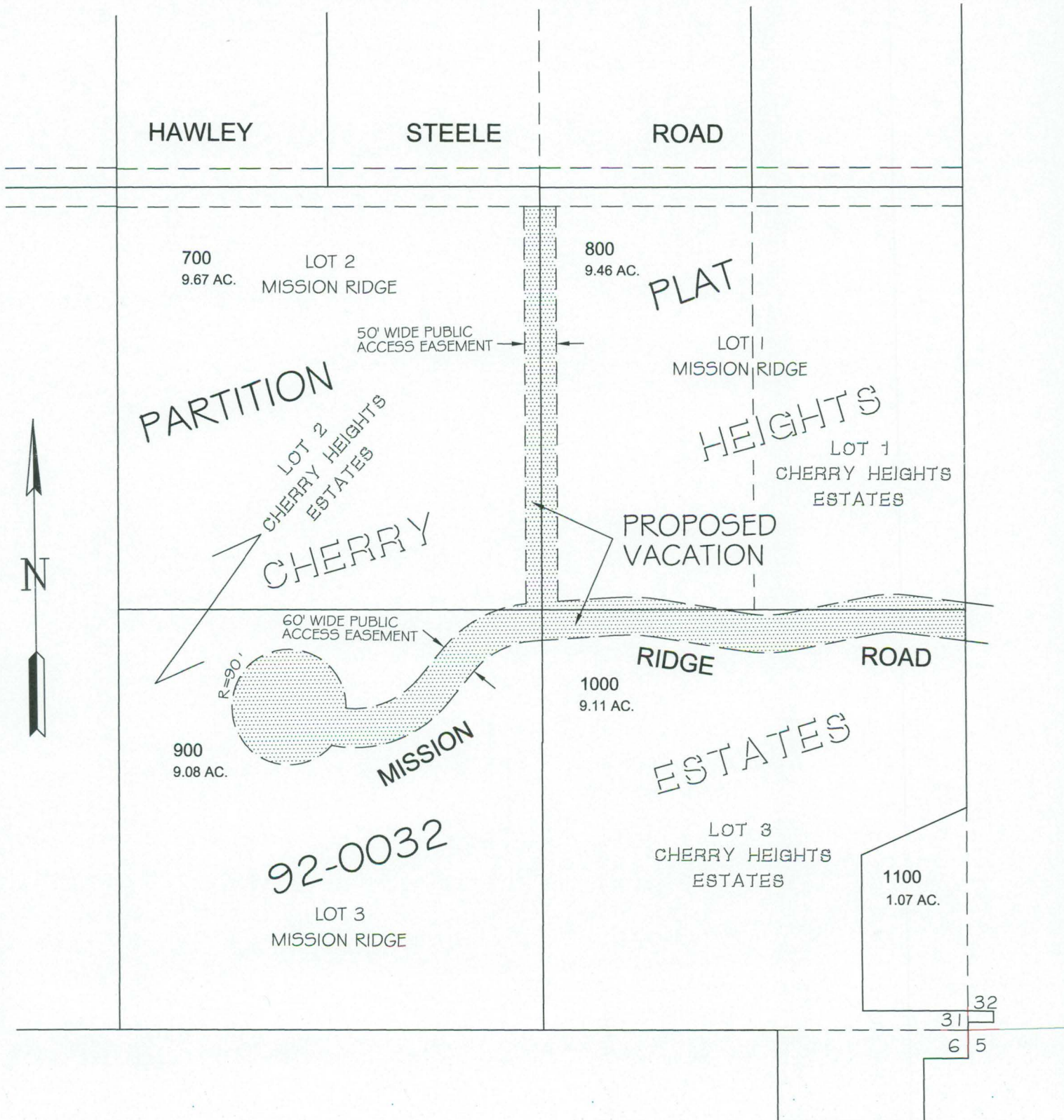
LEGAL DESCRIPTION

Those portions of the Public Roads affecting Lots 1, 2, and 3, of Cherry Heights Estates, filed as Slide A-083 and also Lots 1, 2, and 3 of Partition Plat 92-0032, filed as Slide B-090 in the Office of the Wasco County Clerk. Said Public Roads and Lots lying in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 2 North, Range 13 East, W.M., Wasco County, Oregon.

Attached hereto and by this reference made a part hereof is a map marked Exhibit "A" showing the location of the above described roads,

EXHIBIT "A"

VACATION OF PUBLIC ROADS
IN THE SE 1/4 OF THE SE 1/4 OF
SECTION 31, T. 2 N., R. 13 E., W.M.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DIRECTING THE)	
ROADMASTER TO PREPARE HIS REPORT)	
ON THE PROPOSED VACATION OF MISSION)	ORDER
RIDGE PUBLIC ROAD, NO. 3087 IN SECTION)	#13-128
31, T.2N, R13E, W.M.)	

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board being present; and

IT APPEARING TO THE BOARD: That a petition, attached and by this reference incorporated herein, has been duly filed with this Board seeking the vacation of the below described Road;

MISSION RIDGE PUBLIC ROAD
LEGAL DESCRIPTION

Those portions of the Public Roads affecting Lots 1,2, & 3, or Cherry Heights Estates, filed as Slide A-083 and also Lots 1,2, & 3 of Partition Plat 92-0032, filed as Slide B-090 in the Office of the Wasco County Clerk. Said Public Roads and

Lots lying in the Southeast ¼ of the Southeast ¼ of Section 31, Township 2 North, Range 13 East, W.M., Wasco County, Oregon.

IT FURTHER APPEARING TO THE BOARD: That pursuant to ORS 368.346 when a vacation proceeding has been initiated by Petition the Wasco County Board of Commissioners shall direct the appropriate County Road Official to prepare and file with the Board of Commissioners a written report pursuant to ORS 368.346(1).

DATED this 21st day of August, 2013

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Commission Chair

APPROVED AS TO FORM:

Scott Hege, County Commissioner

Eric J. Nisley
Wasco County District Attorney

Steve Kramer, County Commissioner

Road Vacations/Federal Lands Access Program
Federal Lands Access Program

- [Federal Lands Access Program Match Agreement](#)



State: Oregon

Project Number/Name: OR PFH 102(4), Cody Road - Wamic Market Grade Reconstruction

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

and

Wasco County

Purpose of Agreement:

The purpose of this agreement is to document the intent of Wasco County to meet its match requirement for the subject project as authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21), Title 23 U.S.C 120(b). The purpose of this project is to decrease the probability and severity of crashes on Cody Road (CR #102) and to provide an interpretive site. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program of the Moving Ahead for Progress in the 21st Century Act (MAP-21) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has decided to provide funding for the development of this project and to program the project for construction in FY 2015 under the Oregon State Federal Lands Access Program.

The matching requirement under MAP-21 will be met by Wasco County and other agencies that have committed to the project in subsequent agreements. The forms of match may be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' (http://www.fhwa.dot.gov/legisregs/directives/policy/fedaid_guidance_nfmr.htm) as shown in the Funding Plan. In the state of Oregon, the match rate is 10.27% of the total project cost. Wasco County will be responsible for meeting their match requirement for their share of costs incurred on the project after October 1, 2012; which is the date for implementation of MAP-21.

Budget:

The following documents the expected costs of this project and the Match required:

Item	Amount
Planning	
Preliminary Engineering	\$204,000
Construction	\$1,360,000
Construction Engineering	\$135,000
Contingency for CM/Award	\$135,000
Total Estimated Cost:	\$1,834,000
Match Rate Required (23 USC 120):	10.27%
Value of Match Required*:	<u>\$188,352</u>

* Calculated by multiplying the Total Estimated Cost that is subject to match requirements by the percentage match required.



Federal Lands Access Program Match Agreement

All Access Program expenditures associated with this project after October 1, 2012 will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. Estimated costs are based on the best budgeting information known at this time. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, the PDC will consult with the signing agency before granting approval.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount. The Funding Plan is as follows (Includes all agencies that are cooperating in the project):

Agency Contributions:

Phase	Agency	Form	Due	Received	Value	Comment
PE	Wasco Cty	Cash	1/1/2014		\$10,000	Match for PE
PE	Wasco Cty	Cash	1/1/2015		\$10,000	Match for PE
CN	Wasco Cty	Cash	3/1/2015		\$109,852	Match for CN and CM
CN	Wasco Cty	Material	7/1/2015		\$58,500	Stockpiled aggregate from a county-owned rock pit. WFLHD Materials Eng will need to review and certify
Total:					\$188,352	Total W/O Toll Credits: \$188,352

Wasco County is ONLY responsible for their respective match as shown in the table above.

Valuation of real property, services, materials, equipment, and use of facilities will be established at fair market value (FMV), as determined by applicable Federal grant administration regulations [49 CFR 18 or 19] and Federal cost principles.

Records:

Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs. 49 CFR 18.24(b)(6)

Federal Highway Contributions:

Phase	Fund	FY	Amount	Comment
PE	G200	2014	\$90,000	
PE	G200	2015	\$94,000	
CN	G200	2015	\$1,191,648	
CM	G200	2015	\$135,000	
CE	G200	2015	\$135,000	
Total:			\$1,645,648	



US Department of Transportation
Federal Highway Administration

Federal Lands Access Program Match Agreement

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides required matching if FHWA expends funds to advance the project.

Modification:

This agreement may be updated periodically by mutual written consent of all parties. If project costs increase and are approved by the PDC, this funding agreement will be modified by mutual consent of all parties.



Delivery Agency and Fund Transfers:

Western Federal Lands Highway Division, FHWA has been selected to deliver this project. Upon execution of this agreement, FHWA will forward payment requests to the Enterprise Servicing Center (ESC) at Oklahoma City, which will send invoices to Wasco County in accordance with the payment schedule set forth in the Funding Plan. After receiving the invoice, Wasco County can transmit the funds either through Pay.Gov (<https://pay.gov/paygov/>) or by mailing a check to ESC. The preferred method is to use Pay.Gov.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified in the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Funds Transaction Information:

Please contact the following individuals to set up the funds transaction:

FHWA:

Tom Erkert, Federal Lands Access Program Manager
Western Federal Lands Highway Division, FHWA
610 E. Fifth Street

Vancouver, WA 98661
(360) 619-7791
Tom.Erkert@dot.gov

Wasco County

Monica Morris, Finance Manager

511 Washington Street
2705 E 2nd St
The Dalles, OR 97058
(541) 506-2770
monicam@co.wasco.or.us



US Department of Transportation
Federal Highway Administration

**Federal Lands Access Program
Match Agreement**

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

This Agreement shall be effective as of the date of the last signature:

Wasco County

Approved By:

Rod Runyon, County Commissioner Chairman

Date



US Department of Transportation
Federal Highway Administration

**Federal Lands Access Program
Match Agreement**

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

**U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:

Dan Donovan, Director of Program Administration

Date

June 8, 2009

OREGON DEPARTMENT OF STATE LANDS

THE PUBLIC'S RIGHTS TO USE OREGON'S WATERWAYS FOR RECREATION

The public has rights to use an Oregon waterway for recreation if the waterway is navigable for title purposes, if the waterway is floatable for purposes of the Public Use Doctrine, or if it is both. A segment of a waterway is navigable for title purposes if that segment is tidally influenced or if that segment is used, or is susceptible of being used, in its ordinary condition, as a highway for commerce, over which trade and travel are or may be conducted in the customary modes of trade and travel on water. A segment of a waterway is floatable for purposes of the Public Use Doctrine if the segment currently has sufficient capacity in terms of length, width and depth to enable watercraft such as canoes, kayaks or drift boats to make successful progress.

The public rights to use Oregon's waterways for recreation are not unlimited. Unauthorized use is a trespass and may violate criminal law. Please use care in identifying waterways that are navigable for title purposes or floatable for purposes of the Doctrine of Public Use. You will also need to understand what uses are generally allowed. Any use may be restricted in some circumstances so check with the Department of State Lands and other state agencies for information that may help you decide where and how to enjoy Oregon's waterways.

If a waterway is navigable for title purposes:¹

Except as noted below, a person generally may:

- Use the **submerged and submersible land up to the Line of Ordinary High Water** for:
 - Any activity allowed on other public lands, including for instance **hiking, camping, picnics, football, hunting, collecting agates, skipping stones, bird watching, kayaking, canoeing, water skiing, swimming, ATVing, and photographing wildlife.**
 - The "*jus publicum*" rights (pursuant to the Public Trust Doctrine) of **fishing, navigation, recreation and commerce** including for instance **anchoring, fly-fishing, water-skiing, swimming, camping when**

¹ This includes all portions of a waterway that are subject to tidal action and those portions of waterways that are not subject to tidal action but have been determined title navigable, through a declaration of ownership by the Land Board at the conclusion of a navigability study, or through a court opinion, or through both. It also includes waterways that are title navigable, even if they have not yet been determined title navigable.

traveling a long distance, walking while fishing, and waiting on a gravel bar for others to arrive;

- *"Water dependent"* uses (pursuant to the Public Use Doctrine) such as swimming, boating, fishing, and some forms of hunting; and
- *"Uses incidental to a water dependent use"* (pursuant to the Public Use Doctrine) such as camping when traveling a long distance, walking while fishing, waiting on a gravel bar for others to arrive, repairing a boat damaged on a trip, and recovering supplies dumped in a rapid.
- Go above the Line of Ordinary High Water if absolutely necessary, not merely for convenience or ease of use of the waterway. For instance, a person likely could carry a seriously injured boater to a nearby road, portage a boat and its contents around a waterfall, or walk around a cliff and waterfall when angling.

Exceptions:

- Use of some locations is restricted by state or federal agencies in order to protect the resource. For instance, the Land Board restricts uses in specific locations that have been subject to overuse or frequent misuse.
- Some activities require a license or other authorization from a state or federal agency in order to protect the resource. For instance, fly-fishing requires a license from the Oregon Department of Fish and Wildlife, and camping for more than 14 days requires an authorization from the Department of State Lands.
- If the submersible land has been sold or granted by the state to another person, the public's rights to use the submersible land are limited to the *jus publicum* rights, water-dependent uses, and uses that are incidental to a water dependent use. Each user and the landowner must exercise their rights to use the submersible land in recognition of each other rights.
- Uses are not allowed that directly conflict with the rights of a person that is using the submerged and submersible land for a purpose that is stated in an authorization issued by the Department of State Lands. For instance, a person may not fish from a house-boat moorage that is authorized by a lease from the Department of State Lands, but a person may fish from a boat in the water near the moorage.
- Every user must exercise care and not unnecessarily interfere with other users or landowners. For instance, a person may not light a fire in a log jam or block the only point of access for 2 hours while they swim.

If a waterway is currently floatable for public use under the Public Use Doctrine:²

Except as noted below, a person generally may:

- Use the **submerged and submersible land up to the line of Ordinary High Water** for:
 - *"Water dependent"* uses such as **swimming, boating, fishing, and some forms of hunting**; and
 - *"Uses incidental to a water dependent use"* such as **camping when travelling a long distance, walking while fishing, waiting on a gravel bar for others to arrive, repairing a boat damaged on a trip, and recovering supplies dumped in a rapid.**
- Go above the Line of Ordinary High Water if absolutely necessary, not merely for convenience or ease of use of the waterway. For instance, a person likely could carry a **seriously injured boater** across uplands to a nearby road, **portage a boat and its contents around a waterfall, or walk around a cliff and waterfall when angling.**

Exceptions:

- Some activities require a license or other authorization from a state or federal agency in order to protect or manage the resource. For instance, fly-fishing requires a license from the Oregon Department of Fish and Wildlife.
- Use of some locations is restricted by state or federal agencies in order to protect the resource. For instance, the Oregon Department of Fish and Wildlife issues fishing regulations for several zones within the state.
- Uses may not violate any law. For instance, a person may not commit offensive littering, harassment, menacing, disorderly conduct II, minor in possession of alcohol, reckless burning, criminal mischief, depositing trash within 100 yards of water.
- Every user must exercise care and not unnecessarily interfere with other users or landowners. For instance, a person may not light a fire in a log jam or block the only point of access for 2 hours while they swim.

² This includes all waterways that are floatable for purposes of the Public Use Doctrine. Under current law, no state agency declares whether a waterway is floatable.

If the waterway is not navigable for title and is not floatable under the Public Use Doctrine:

A person does not have a right to use the waterway or the underlying submerged and submersible land.

Additional considerations:

- Uses may not violate any criminal law. For instance, a person may not commit offensive littering, harassment, menacing, disorderly conduct II, minor in possession of alcohol, reckless burning, criminal mischief, or deposit trash within 100 yards of water.
- Any person wanting to use **submerged or submersible land** in a proprietary way must obtain prior written authorization from the owner. For instance, if the state owns the submersible land, the person must obtain an authorization from the Department of State Lands to place a dock, drive a piling, build a boat ramp, or remove 100 cubic feet of sand or gravel.

Budget Report for *Wasco County*

Description	Contract Rate	Contract Hours (BUDGET)	Hours used to date	Change Orders	Contract Hours remaining	Estimate to Complete (time)	Estimate At Complet
Systems/Admin	\$150	24.00	0.00		24.00	0.00	0.00
GL / PG / AP Consulting/Training	\$150	96.00	24.00		72.00	24.00	48.00
BP Consulting/Training	\$150	24.00	0.00		24.00	24.00	24.00
PY Consulting/Training	\$150	64.00	0.00		64.00	84.00	84.00
PB Consulting/Training	\$150	16.00	0.00		16.00	8.00	8.00
TOTALS	\$150	224.00	24.00	0.00	200.00	140.00	164.00
Expenses							
Module / Description	# Trips Originally Planned	Expense Originally Planned	Average Cost per Trip	Actual # of Trips To Date	Actual Expense to Date	Actual Average Cost per Trip	
All Modules	7	\$14,000	\$2,000.00	1	\$910.08	\$910.08	

Budget Report 2013-07-31.xlsx

[illegible]

Your Rights to Use the Surface, Bed and Banks of Oregon's Rivers and Lakes

Before you use Oregon's waterways and the land underlying and adjacent to them, you should be aware of some important legal considerations.

OWNERSHIP OF OREGON'S WATERWAYS

Not all the land under Oregon's waterways (submerged and submersible land) is publicly owned. In fact to date, public ownership has only been determined on land underlying certain segments of 12 Oregon waterways: the Chetco, Columbia, Coos, Coquille, John Day (in eastern Oregon), Klamath, McKenzie, Rogue, Sandy, Snake, Umpqua and Willamette rivers.

In addition to these waterways, the public also owns much but not all of the submerged and submersible land affected by the rise and fall of tides, and many lakes in Oregon.

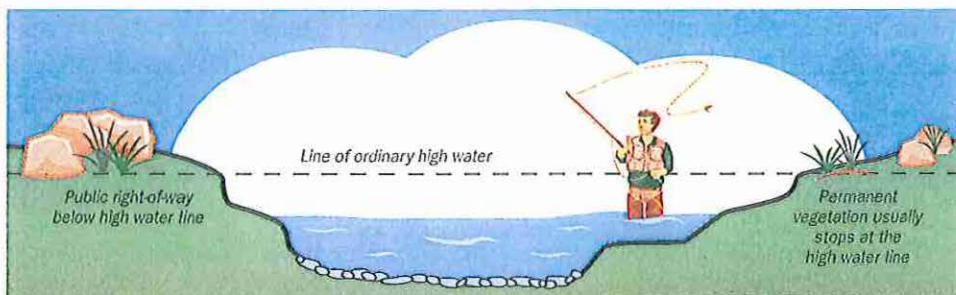
On waterways where the State of Oregon owns the underlying submerged and

submersible land (commonly termed "navigable" waterways) you may use the land for any legal, non-ownership-related recreational purpose as you would a park.

On waterways where ownership has not yet been determined by the courts or by the State Land Board (which includes all of the other waterways in Oregon), **your rights are less certain.**

On these waterways, the Oregon Department of Justice (Oregon Attorney General) believes you have the right to use the bed and banks of the waterways for water-related recreational purposes such as swimming, fishing and boating (including anchoring) if the waterway has sufficient depth, flow and width to allow a boat to make successful progress on it.

It's important to understand, however, the waterway user takes legal responsibility if he or she decides to use the submerged and submersible land of any undetermined waterway.



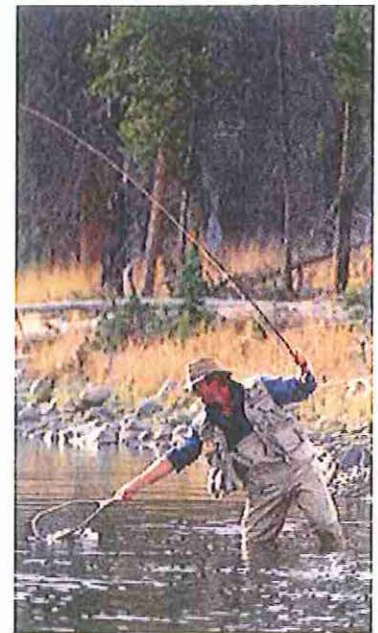
Except where indicated (such as a public park), you are not allowed to go above what is termed "the line of ordinary high water" on waterways that are bordered by private land. The ordinary high water line is defined by Oregon state law as a line on the bank made by the water when it rises to its highest level each year to the limit of upland vegetation. It is not the flood line. You may not cross a privately owned property unless you have the landowner's permission. A possible exception to this is given in the Attorney General's opinion if you need to get around an obstacle blocking a waterway.

To learn more about where and how you may use the surface of and submerged and submersible land underlying Oregon's waterways and lakes, contact the Department of State Lands, 503-986-5200; www.oregonstatelands.us (click on Waterway Navigability).

For questions concerning boating regulations, contact the Oregon State Marine Board, 503-378-8587; www.boatoregon.com.

Information concerning hunting and fishing regulations is available from the Oregon Department of Fish and Wildlife, 503-947-6000; 800-720-6339; www.dfw.state.or.us.

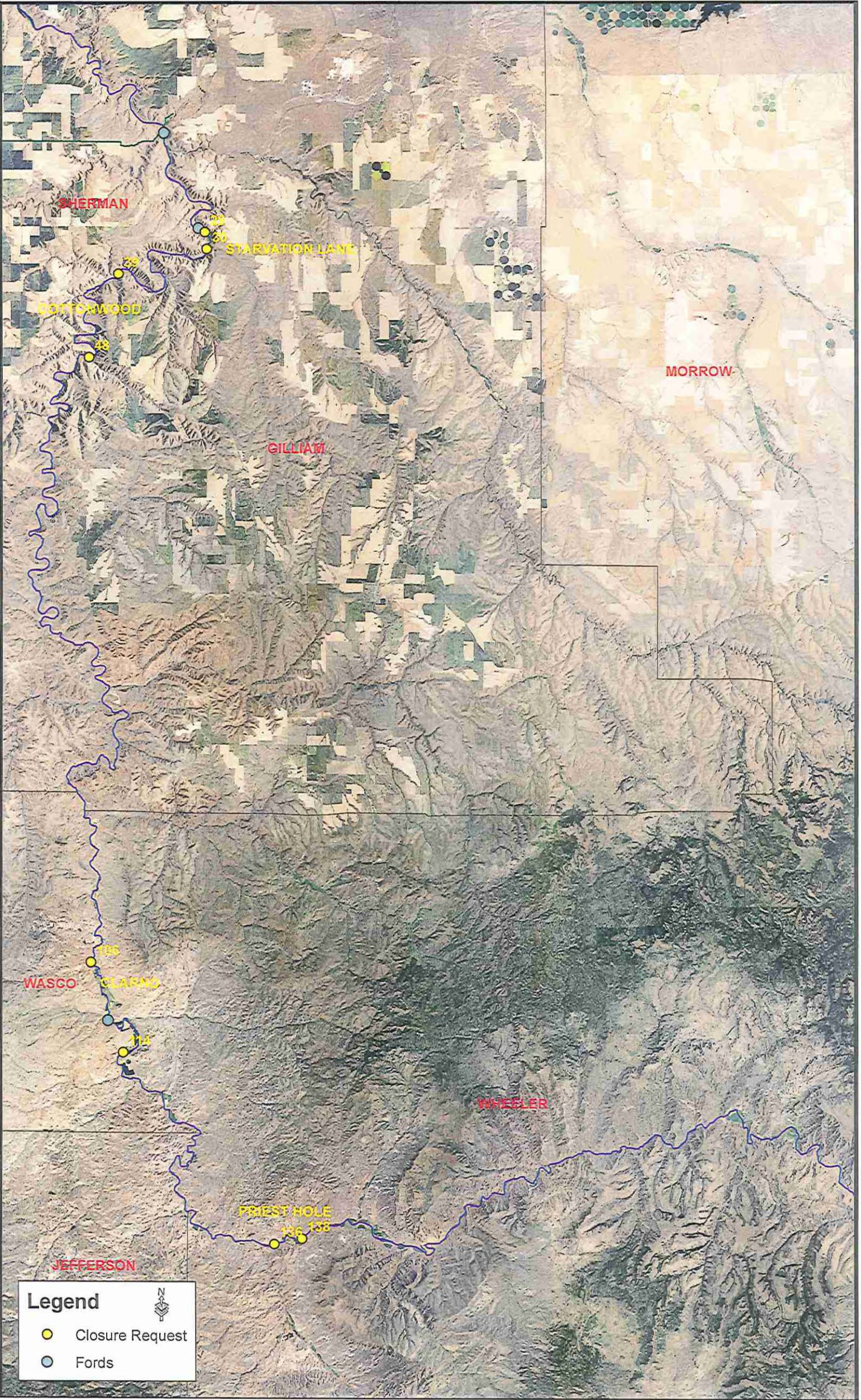
Information on state parks and Oregon Scenic Waterways is available from the Oregon Department of Parks and Recreation, 503-986-0707; 800-551-6949; www.oregonstateparks.org.



Why is This Important to You?

Because what you can and cannot do on the submerged and submersible land underlying a waterway, and the upland adjacent to a waterway, depends on who owns it. If you do not know who owns the submerged and submersible land underlying a waterway and what you are allowed to do on that land, you may risk possible citation by law enforcement officers for trespass.





Legend

- Closure Request
- Fords