

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA Wednesday, September 18, 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 five 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. Other matters may be discussed as deemed appropriate by the Board.

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [Food Day Proclamation](#), [Treasurer's Report](#), [Wasco County Equal Opportunity Policy Statement](#), [Household Hazardous Waste Lead Agency](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 9.4.2013, Linns Mill Road Vacation Order #13-129](#)

9:30 a.m. [Youth Services Contracts & Budget Adjustment](#)—Molly Rogers & Monica Morris

9:40 a.m. [Wasco County Communications Strategic Plan & After Action Report](#)— Lane Magill

9:55 a.m. [CODENF-13-04-0016 Code Violation Emerson Appeal & Safeguard Properties Codes Violation](#) — John Roberts & Kate Foster

10:40 a.m. [Public Works: 7-Mile Hill Realignment, River Front Trail Easement, Cooperative Assistance Agreement](#) — Marty Matherly and Lyle Stevens

11:00 a.m. [Executive Session](#) — Pursuant to ORS 192.660(2)(g) Trade Negotiations

NEW / OLD BUSINESS
COMMISSION CALL / REPORTS
ADJOURN



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
September 18, 2013

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

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

Discussion List Item – Food Day Proclamation

Leela Patel, North Central Public Health District Vista Volunteer, explained that Food Day is a nationwide celebration of healthy food from sustainable, local sources. She stated that they plan to engage the local newspaper and restaurants as well as working with the school district to incorporate nutrition education into the curriculum. Dr. Mimi McDonnell, Public Health Officer, and Lauren Kraemer, OSU Extension Service Family Community Health Coordinator, expressed their support for the proclamation and echoed Ms. Patel's statement.

Commissioner Hege asked if the main focus of the awareness campaign is hunger or better nutrition. Dr. McDonnell replied that it is both but basically a national movement to encourage better eating.

Commissioner Hege asked what efforts are being made toward that goal. Dr. McDonnell stated that there is not a specific event but a movement they hope will grow over time. She added that her focus is childhood obesity.

{{{Commissioner Kramer moved to proclaim October 24, 2013, to be Food Day in Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List Item – Treasurer's Report

Chair Runyon observed that the status reflected in this report is not much different from this time last year. Finance Manager Monica Morris replied that it is consistent. Commissioner Hege noted that he would like to see some historical information. Chair Runyon stated that the Board has previously asked for that from the Treasurer without success.

Discussion List Item – Wasco County Equal Opportunity Policy Statement

Chair Runyon asked what the process is for replacing old resolutions/policies; he observed that there is no language in this policy stating that it supersedes previous policies for Equal Opportunity. Ms. Morris responded that although this policy statement was developed some time ago, it was never brought to the Board for approval and there is not an approved Equal Opportunity Policy Statement for it to replace. She went on to say that the vacation policy has four previous versions and the new policy will contain language to vacate previous policies.

Commissioner Hege asked Ms. Morris if this policy is basically State law. Ms. Morris replied that it is.

{{{Commissioner Hege moved to approve the Wasco County Equal Opportunity Policy Statement. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List Item – Tri-County Household Hazardous Waste Lead Agency

Ms. Morris explained that this discussion is part of the process for the separation of North Central Public Health District from Wasco County. Household Hazardous Waste represents three counties and six cities in the Gorge region. They have been exploring their future and have approached Wasco County about continuing to serve as their Lead Agency. County Administrator Tyler Stone tasked Ms. Morris with compiling a financial model to determine feasibility.

Ms. Morris directed the Board's attention to page 33 of the Packet and stated that this page reflects one scenario that Wasco County could consider if the Board is interested in remaining the lead agency; this would link it to Environmental Health. She stated that she is seeking direction from to Board as to whether or

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not to proceed with a proposal to present to Household Hazardous Waste for Wasco County to remain their Lead Agency.

Commissioner Kramer stated that he believes this to be a worthwhile project; Wasco County should continue as the Lead Agency. He expressed his passion for this project saying that with this model the County would be able to provide better services to constituents.

Commissioner Hege agreed. He asked if this is a committee. Commissioner Kramer replied that it is with representatives from government entities; through an IGA, the Lead Agency is the Chair, oversees the program and is the collector of funds.

Commissioner Hege asked if it is a formal agency. Ms. Morris responded that it is not. Commissioner Kramer added that the organization was formed through and IGA – the bi-laws and IGA are being updated and a Lead Agency must be designated. A sub-committee has requested RFPs and will bring their recommendations to the full committee.

Commissioner Hege asked if there are others presenting proposals to be Lead Agency. Commissioner Kramer stated that Public Health may. Commissioner Hege said that he thinks it is worth taking this step.

Chair Runyon asked Ms. Morris if there are other projects related to this. Ms. Morris replied that Household Hazardous Waste (HHW) is separate from Environmental Health; Wasco County is responsible for Environmental Health (EH) but HHW positions are a good fit for EH. However, the issue of Lead Agency is separate from Environmental Health.

Chair Runyon stated that this would not be new work as the Finance Department has already been supporting these positions through Public Health. Ms. Morris confirmed.

Chair Runyon asked if this configuration might help with staffing. Ms. Morris responded that other Oregon counties house Environmental Health in their Planning Department. She said she had looked at that possibility and that it is one of the scenarios open for consideration.

Commissioner Hege stated that he thinks the County should pursue the HHW Lead Agency issue; if it moves forward, that would be the time to look at the bigger picture.

*****The Board was in consensus for Finance Manager Monica Morris to move forward with her research and develop a proposal for Wasco County to remain as Lead Agency for Household Hazardous Waste.*****

Commissioner Hege asked if the proposal is due by October 18th. Ms. Morris said that it is; she will try to have it ready two weeks in advance. Commissioner Kramer added that the full Steering Committee meets on October 23rd.

Consent Agenda – 9.4.2013 Regular Session Minutes & Linns Mill Road Vacation Order #13-129

Chair Runyon asked if there was anything on the Consent Agenda to be moved off.

{{{Being none, Chair Runyon moved to approve the Consent Agenda. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Youth Services Contracts & Budget Adjustment

Youth Services Director Molly Rogers came forward to explain that the Department of Education Contract was previously through the now defunct Commission on Children and Families. The funding is now coming through Youth Development which is not as far along in their formation process as they had hoped; therefore, they are distributing the funds for the first year of the biennium based on the old formula. She explained that when the Wasco County fiscal year budget was being determined, she did not know if the funding would come through and therefore did not budget for it; as a result, a budget adjustment will be necessary to accept and appropriate the funds.

She went on to say that the funding is used to provide counseling for truant children and programs such as Strengthening Families & Teen Haven, local mental health services for Maupin and Dufur, Challenge Day, and Healthy Start/Families First program expansion.

Ms. Morris asked that the Board approve the budget adjustment if they approve the contract.

Commissioner Hege asked if Center for Living is involved in any of the services mentioned. Ms. Rogers replied that the Maupin mental health services has had some CFL involvement. She added that CFL is not always able to provide the continuity and creativity of service they are seeking when working with teens. As an example, she said that one of the providers Youth Services contracts with offers an evidence-based yoga program; something she cannot access through CFL.

{{{Commissioner Kramer moved to approve State of Oregon Department of Education Youth Development Division 2013-2014 County Intergovernmental Agreement #9908. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Resolution #13-014 Accepting and Appropriating Unanticipated Funds in the Amount of \$19,678.00. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Rogers explained that the amendment to the Medicaid funds contract is to accommodate and overage of \$279; while these funds will come out of the Wasco County budget in the next fiscal year, the State has the ability to go back and adjust their current budget.

{{{Commissioner Kramer moved to approve Amendment 2 to Oregon Commission on Children & Families 2011-2013 County Healthy Start Medicaid Administrative Activities Intergovernmental Agreement WAS1113-MAC. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon asked if Ms. Rogers had anything to report regarding the ELC. Ms. Rogers credited the leadership of Commissioner Kramer for moving the proposal process forward. She reported that they now have a proposal that will come before stakeholders at meeting to be held on October 4th where they hope to complete the work and apply for the first round. She explained that even if their first round proposal is not accepted, submission will provide access to State technical assistance to facilitate the formation of a Hub.

Commissioner Kramer praised the work done by Ms. Rogers and Mr. Stone who he said had gone to bat for the counties for this project.

Ms. Rogers announced that a CCO meeting is scheduled for next Wednesday, September 25, from 5:00 to 8:00 p.m. at Providence Health Center in Hood River. She added that Ms. Morris is serving on one of the financial committees for the CCO which gives them access to some expertise.

Commissioner Hege asked Ms. Rogers if the proposals for the Hub are really worked out. She replied that there is mutual discontent and mutual content; while it is not what everybody wanted, it is something that everyone can build from. She said it has been in the last two weeks that everyone has come together.

Agenda Item – Wasco County Communications Strategic Plan

Chief Deputy Lane Magill came forward and explained that this plan was developed nearly 7 years ago and was in need of updating. He stated that he has shared the revised plan with Chief Palmer of Mid-Columbia Fire and Rescue and Chief Jay Waterbury from The City of The Dalles Police Department; Chief Palmer has approved the plan while Chief Waterbury has not yet responded.

Chief Deputy Magill said that the plan has been updated to include more organizations. The plan serves as a basis for grant applications for communications equipment. He added that they have basically accomplished everything the original plan outlined.

Commissioner Hege stated that it appears we already have what we need. Chief Deputy Magill agreed saying that his department is now trying to bring up the slack for partner agencies; there is new technology available that will be helpful to smaller agencies.

*****The Board was in consensus for the Wasco County Sheriff's Department to move forward with the revised Wasco County Communications Strategic Plan.*****

Agenda Item – WTF After Action Report

Chief Deputy Magill stated that he felt it important to make this report part of the public record. Since all of the issues come through the Sheriff's Department's 9-1-1 center, they are in a position to provide a comprehensive view of the event. He stated that the report covers traffic, noise, public health, fire, medical and law enforcement issues. He highlighted the noise as being the most frequent

complaint regarding the mass gathering event. He stated that he believes the Sheriff's Department can be instrumental in a conversation with organizers to alleviate noise issues for future gatherings.

Chief Deputy Magill stated that there had been four arrests at the event when held in Tygh Valley in 2012; at this year's event held in Dufur, there was only one arrest for trespassing. He added that there is a pending narcotics case, but he is not at liberty to discuss ongoing prosecution. In addition, he said there had been one call about a fight; the officers determined it was not a mandatory arrest and the individuals left voluntarily by taxi. He reported that a higher ratio of security to attendees had been a major stipulation the Sheriff's Department had imposed on organizers - a requirement the organizers successfully met.

The Board thanked Chief Deputy Magill for the thoroughness of his report. Commissioner Hege suggested that the addresses and phone numbers of complainants should be removed from the report prior to publication. Chief Deputy Magill assured him that they would be removed.

Chair Runyon called a recess at 9:53 a.m.

The session reconvened at 9:58 a.m.

Agenda Item – CODENF-13-04-0016 Code Violation Emerson Appeal

Wasco County Planning Director John Roberts came forward and explained that these types of issues are difficult to navigate. He stated that today the Board is acting as hearings officers, pointing out that in all other Oregon counties that duty falls to a variety of other officials but not with the Board of Commissioners or County Court. He said that the Planning Department continues to work on codes revisions and he would like the Board to be thinking about whether or not they want to continue in this role in the future or assign it to others.

Mr. Roberts characterized this case as having broader implications than the Emerson's situation, particularly in Pine Hollow. He explained that the Board would be reviewing permits issued by Building Codes; while Building Codes works well with the Planning Department, they are separate entities with separate requirements. He said that this is a difficult situation and likened it to the Hatfields and McCoys as a long-standing feud between neighbors. He implored the Board to concentrate on the facts and put the drama aside.

Wasco County Codes Compliance Officer Kate Foster came forward to explain the case. She stated that the Complainant has filed numerous complaints which have not been substantiated. However, this complaint has technical merit. It is against code to use an RV as a permanent dwelling (more than 60 days per year hooked up in one spot). The Emerson's do not have anyone living on their vacation property nor is there anything hooked up, however the infrastructure exists for that to occur, i.e., two 30 amp hook-ups and two septic clean-outs. She explained that there are also two 20 amp hook-ups but they are not really sufficient for long-term RV use and therefore, they are not including them in the assessment; most modern RVs require 30-50 amps.

Ms. Foster outlined the Planning Department's requirements to bring the property within code: remove or downgrade the two 30 amp hook-ups and decommission one of the two septic clean-outs so there is not the capacity for an RV to be permanently parked on the property. She concluded by saying the Emersons have been cooperative, diligent, responsible and easy to work with.

Sharon and Russ Emerson came forward and stated that the Wasco County Planning Department has been great to work with and Ms. Foster has been very helpful. Ms. Emerson stated that there is an issue with an unknown neighbor and while they have never reported any of their neighbors for anything, his neighbor has complained numerous times for items that turned out to be well within codes and regulations. Mr. Emerson stated that they got an address for the property in June of 1997 and at that time the Planning Department instructed them to go get the proper building permits and applications. They did so and began to develop the vacation property on weekends. Once they completed the upper portion of the development, they would bring their travel trailer on the weekends to continue the work, always disconnecting after the weekend.

The Emersons explained that they did their best to follow the rules but there seemed to be a disconnect between the Planning Department and Buildings Codes. Mr. Roberts agreed that in 1997 the two organizations did not communicate well. Ms. Emerson stated that there was a complaint about a smell on the property which was investigated and proven unfounded; a complaint was lodged about raw sewage on the property which was also investigated and proven unfounded. Ms. Emerson reported that she and her husband pick up all their dog's droppings and would never allow human waste to stand on the property. Ms. Foster added that the neighbor had recently filed a complaint about

a light being hazardous to his health; she stated that the light had been in place for 10 years prior to the complaint and is motion triggered – not in violation.

Ms. Emerson went on to say that she does not feel they have done anything wrong. She stated that she doesn't understand the difference between their guests using their septic clean out for their RV and coming in to use the house bathroom – in both instances the waste goes to the same place. She said that they only use the property 5 or 6 times a year and have never had any RVs there on a permanent basis nor do they intend to. Mr. Emerson added that they don't want anyone to get hurt and are very conscientious about it.

Ms. Foster explained that the Planning Department must look at the broader issues. She said that she does believe that the Emerson's did everything they were asked to do, but another landowner may not. She stated that either a land use permit was issued and the records were lost or no permit was ever issued. She noted that what makes this case different is that they got permits for all the work that was done; however, a land use permit should have come first.

Chair Runyon stated that he believes the information provided has been thorough; what planning is asking is that electrical be removed and the second clean-out decommissioned. He asked what the Emersons think should happen.

Mr. Emerson stated that in 1997 he brought his drawing of their development plans to Planning; if they had told him "no" at that time, he would not have put in the hook-ups or second clean-out. He said he feels strongly that they should be allowed to keep them.

Mr. Roberts interjected that there is no land-use permit and had one been applied for at the time, it would have been denied as it would be now. He said had there been a land-use permit, they would be grandfathered in despite the current code. He added that there is no institutional memory of the Emerson's application process at the Planning Department in 1997.

Ms. Foster observed that it really comes down to whether or not the Board believes the Emersons did all they should and the mistake was made by the Planning Department in 1997. Mr. Emerson stated that they want to do right. Mrs. Emerson added that at the same time they do not feel they should be penalized.

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She stated that they should not be judged based on what other residents in Pine Hollow may or may not do on their property.

Chair Runyon asked if there is some kind of variance available. Mr. Roberts replied that there is not.

Chair Runyon asked for his recommendation. Mr. Roberts said he would recommend that they decommission one of the two clean-outs and the two 30 amp hook-ups.

Chair Runyon asked if that would be expensive. Ms. Foster said they would have to hire an electrician to remove or downgrade the hook-ups and there would be costs associated with digging down to block usage of the clean-out.

Mr. Roberts said he wants to find a solution. He suggested that another option might be that they remove one of the 30 amp hook-ups and not decommission the second clean-out; there could then be a restrictive covenant that would require the decommissioning of the second clean-out and remaining 30 amp hook-up upon transfer of ownership whether by sale or inheritance.

Mr. Emerson asked for clarification. Mr. Roberts explained that Ms. Foster would have it recorded that the items would need to be decommissioned before the property could transfer ownership. Commissioner Kramer added that they would be able to keep one of the 30 amp hook-ups and both clean-outs until that time.

Chair Runyon stated that he believes someone approved this in 1997 and he is finding it difficult to require the Emersons to remove anything. He said it is clear through the many permits they have provided that they made a good faith effort to comply with all that was asked of them. This has only come to light because of a complaint. He added that he wants a reasonable solution; it will be hard to justify ruling against them.

Mr. Roberts stated that he finds it hard to believe the records were lost. Chair Runyon observed that he does not want them to incur costs to remove infrastructure for which they had approval. Mr. Roberts reminded the Board that while they had permits, they did not have land use approval.

Ms. Emerson stated that they had gone to the Planning Department where they should have been instructed as to what would be required when they showed them the drawing of the development plans.

Ms. Foster pointed out that there is evidence that they came to the Planning Department in 1997, there is just no evidence that the Planning Department had knowledge of the electrical plans.

Commissioner Hege asked if this would have been legal in 1997. Mr. Roberts replied that it would not. Commissioner Hege stated that he believes that at some point the property needs to be brought into compliance and therefore at the very least a covenant is appropriate; however, he stated that he struggles with asking them to remove anything now – all of their neighbors could be in violation but without a complaint, they won't be brought into compliance.

Chair Runyon stated that based on the evidence of the Emerson's good faith efforts to comply with all that was asked of them at the time, it is his feeling that the Board should deny the Planning Department's request to decommission the two 30 amp hook-ups and second clean-out. At the same time, he added, a covenant should be in place to correct the violations at the time of sale or transfer of the property. He said that he understands that there are probably other violations in the Pine Hollow area and the Board will have to decide those cases based on presented evidence if they should ever come before the Board for consideration. Commissioner Kramer concurred.

Chair Runyon asked the Emersons if they could live with that decision. Mr. Emerson replied that he appreciates the consideration and said that they can live with that decision.

Mr. Roberts reminded the Board that permits are not tacit approval. Chair Runyon replied that from the Emerson's perspective, that is Wasco County's problem.

Commissioner Hege stated that his only issue is that if everything would have been done as it should have been done, it would not have been permitted.

Commissioner Kramer asked why all the permits had been granted. Commissioner Hege replied that the planning permit for land use is separate and

should have come first; the other permits should not have been issued without it. Since it is not legal, it should have to come out when the property transfers.

Ms. Foster noted that in all the permit history, there is nothing regarding the RV hook-up.

Commissioner Hege stated that he is not saying that it is okay or that it was ever okay, but he is in support of grandfathering it in so that it comes out when the property transfers.

Chair Runyon asked the Emersons for their word that they would not operate in any other manner than what they have been. Mr. Emerson assured the Board that they would not be renting spaces or allowing for RVs as permanent dwellings on their property.

Commissioner Hege said that if this is the tip of the iceberg and others come and were not as diligent as the Emersons, it will be an issue. Mr. Roberts agreed.

{{{Chair Runyon moved that staff return with a revised Hearings Officer Order stipulating a restrictive covenant according to the discussion at this session. Commissioner Kramer seconded the motion. Ms. Emerson asked if they were being grandfathered. Ms. Foster responded that they were but that when the property transfers the 30 amp hook-ups and second septic clean-out would have to be decommissioned. The motion passed unanimously.}}}

Mr. Emerson asked if they can be called back for this issue. Ms. Foster replied that this action would resolve the issue; they would not be called back for this.

Agenda Item – Public Works Sevenmile Hill Realignment

Public Works Director Marty Matherly introduced Land Surveyor Lyle Stevens to explain the resolution being considered by the Board. Mr. Stevens explained that there had been some accidents on Sevenmile Hill Road; as a result, in 2009 the County realigned the road to remove some of the curves and create a safe and easy pass-through. In the course of a records review, Mr. Stevens noted that there had not been a resolution for the project; all other paperwork is in order and just needs to be formalized through resolution. Mr. Matherly added that this is the proper process to vacate the old portions of the road and accept the new.

Commissioner Hege asked if this is actually an easement. Mr. Matherly responded that it is, adding that the County has not accepted deeds for 56 years.

{{{Commissioner Hege moved to approve Resolution #13-015 declaring the new alignment of a portion of Sevenmile Hill Road and vacating portions of the old road. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Public Works Riverfront Trail Easement

Mr. Matherly reminded the Board that he had come before them some time ago regarding the bridge that was given to the City of The Dalles. He stated that during the survey they had found that some of the land near the Home at Last Shelter was county land that should be dedicated to Parks and Rec for the Riverfront Trail. He said it had been a very complicated survey but had provided a good clean-up of records.

Commissioner Hege asked that if for some reason the County wanted to put something where the easement is could they do that. Mr. Matherly said that they have that authority under eminent domain. Commissioner Hege replied that he would prefer some language in the agreement that would allow for the relocation of the trail. Mr. Matherly stated that he believes a negotiation with the Port of the Dalles would be the appropriate process should the circumstance arise.

Commissioner Hege stated that although he does not think the County will need it, he would like the option available. Chair Runyon agreed and also pointed out that his name is misspelled in the document.

{{{Chair Runyon moved to grant the Riverfront Trail Easement with the addition of revocation language and the correction of the spelling of his name. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Public Works Cooperative Services Agreement

Mr. Matherly explained that this is an agreement renewed every five years for assistance during emergencies – it allows for two-way sharing of equipment, manpower and resources in emergency response.

{{{Commissioner Kramer moved to approve the Oregon Public Works Emergency Response Cooperative Assistance Agreement. Commissioner Hege seconded the agreement which passed unanimously.}}}

Agenda Item – Safeguard Properties – Pagan Codes Violation

Ms. Foster explained that this is a bank-owned property in the urban growth area. Mr. Pagan passed away in January and when the heirs removed his belongings they did not drain the pool. She contacted the bank who directed her to Safeguard who manages their foreclosed properties. She stated that she has given them several deadlines to bring the pool into compliance and they have not met any of them. She recommended the Board give them thirty days before a lien is recorded against the property for \$180 per day up to a maximum of \$10,000 for each day the pool is out of compliance.

Commissioner Hege noted that the notice states \$280 per day. Ms. Foster reviewed the regulation and confirmed that \$280 per day is the correct amount.

{{{Commissioner Hege moved to approve the staff recommendation to sign a Hearings Officer Order and to file a lien on the Pagan property at \$280 per day for each day the pool is not brought into compliance. Commissioner Kramer seconded the motion which passed unanimously.}}}

Department Head – Planning Department

Mr. Roberts explained that the Planning Commission consists of seven members and two alternates. At the end of this year, Michael Omeg and Donald Hoffman will be due for reappointment. According to the bylaws, an advisory committee is to convene and make recommendations to the Board of County Commissioners for appointments. The advisory committee is made up of the Chair and Vice Chair of the Planning Commission, the Chair of the County Board of Commissioners, the City of The Dalles Planning Director and the Wasco County Planning Director.

Mr. Roberts reported that the advisory committee has met. Mr. Hoffman has served for many years and wishes to not be reappointed. Mr. Omeg has a low attendance record and the advisory committee recommends he not be reappointed. The recommendation of the advisory committee is that the Alternate Planning Commissioners be appointed to assume the vacated positions and advertise for alternate planning commission members.

Chair Runyon stated that Mr. Hoffman will be a huge loss and the County appreciates his service. He asked if the alternates are willing to be appointed to as regular members of the Planning Commission. Mr. Roberts replied that they are willing. Chair Runyon noted that there were good candidates for those positions during the last round of applications and he hopes they will apply again in response to this advertisement.

Commissioner Runyon asked when this would take effect. Mr. Roberts replied that it would take effect as of January, 2014.

{{{Commissioner Hege moved to approve the recommendation of the Planning Commission Advisory Committee. Commissioner Kramer seconded the motion which passed unanimously.}}}

Chair Runyon recessed the Regular Session at 11:31 a.m. opening an Executive Session pursuant to ORS 192.660(2)(g) Trade Negotiations. He asked all but necessary staff and the press to leave the room and cautioned the press that they were not to report on the discussion outside of the general topic of Trade Negotiations.

The Regular Session reconvened at 11:55 a.m.

*****The Board was in consensus to move forward with plans for a Tax Abatement Agreement with Design LLC and determined that a meeting would be held at 8:30 a.m. in Room 302 of the Wasco County Courthouse on September 24, 2013, to hear public opinion prior to the signing of the agreement.*****

Chair Runyon adjourned the session at 11:58 p.m.

Summary of Actions

Motions Passed

- **Proclaim October 24, 2013, to be Food Day in Wasco County.**
- **Approve the Wasco County Equal Opportunity Policy Statement.**

- Approve the Consent Agenda (9.4.2013 Regular Session Minutes & Linns Mill Road Vacation Order #13-129)
- Approve State of Oregon Department of Education Youth Development Division 2013-2014 County Intergovernmental Agreement #9908.
- Approve Resolution #13-014 Accepting and Appropriating Unanticipated Funds in the Amount of \$19,678.00.
- Approve Amendment 2 to Oregon Commission on Children & Families 2011-2013 County Healthy Start Medicaid Administrative Activities Intergovernmental Agreement WAS1113-MAC.
- Staff return with a revised Hearings Officer Order stipulating a restrictive covenant according to the discussion at this session (when the Emerson property transfers the 30 amp hook-ups and second septic clean-out would have to be decommissioned).
- Grant the Riverfront Trail Easement with the addition of revocation language and the correction of the spelling of his Chair Runyon's name.
- Approve the staff recommendation to sign a Hearings Officer Order and to file a lien on the Pagan property at \$280 per day for each day the pool is not brought into compliance.
- Approve the recommendation of the Planning Commission Advisory Committee (to not reappoint Mr. Hoffman or Mr. Omeg, appoint alternates Taner Elliot and Andrew Myers to fill those positions, and advertise for new alternates).

Consensus

- Finance Manager Monica Morris to move forward with her research and develop a proposal for Wasco County to remain as Lead Agency for Household Hazardous Waste.
- Wasco County Sheriff's Department to move forward with the revised Wasco County Communications Strategic Plan.

- Move forward with plans for a Tax Abatement Agreement with Design LLC and determined that a meeting would be held at 8:30 a.m. in Room 302 of the Wasco County Courthouse on September 24, 2013, to hear public opinion prior to the signing of the agreement.

WASCO COUNTY BOARD
OF COMMISSIONERS



Rod L. Runyon, Commission Chair

Scott Hege, County Commissioner



Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 18, 2013**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Food Day Proclamation](#)– Teri Thalhofer
2. [Treasurer's Report](#)
3. [Wasco County Equal Opportunity Policy Statement](#) – Monica Morris
4. [Household Hazardous Waste Lead Agency](#) – Monica Morris

ON HOLD:

1. Predator Control
2. Wasco County website improvement

Discussion List Item
Food Day Proclamation

- [Background Email](#)
- [Memo](#)
- [Food Day Priorities](#)
- [Governor's Proclamation](#)
- [Wasco County Proclamation](#)



Kathy White <kathyw@co.wasco.or.us>

Request for County Proclamation re: Food Day Oregon

1 message

Food Day Oregon <fooddayoregon@gmail.com>

Mon, Aug 26, 2013 at 7:23 AM

To: kathyw@co.wasco.or.us

Dear Kathy White

As the 2013 Food Day Oregon coordinating team, we are attempting to secure a proclamation from each County government extolling the virtues of Food Day and how each county benefits from a vibrant, healthy food system throughout the state of Oregon. Attached you will find a state-wide proclamation from the Governor's Office in celebration of Food Day 2013, which occurs on October 24th.

Started in 2011, this is the third year in which Food Day orchestrates a nationwide celebration of healthy, affordable, and sustainably produced food and a grassroots campaign for better food policies. The priorities for Food Day include:

- Promote safer, healthier diets
- Support sustainable and organic farms
- Reduce hunger
- Reform factory farms to protect the environment and farm animals

For more information, please visit the [Food Day](#) website. And, of course, visit the [Oregon Food Day](#) website to upload information for events in your county!

Please contact us if you have any further questions.

Thank you,

Kyle Curtis



Governors Proclamation 2013.pdf

101K

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: FOOD DAY
DATE: 9/11/2013

BACKGROUND INFORMATION

I was recently contract by Food Day volunteers from Portland requesting that the Wasco BOCC proclaim October 24, 2013 Food Day – joining the Governor in conjunction with his state-wide proclamation. Although this item was in the September 4th packet, the Food Day organization was unable to locate someone who could attend that session in support of the proclamation. Since that time, they have communicated with our local Public Health Department who will have a representative appear in support of the proclamation.

You can learn more about Food Day at the following websites:

[Food Day](#)

[Food Day Oregon](#)

Food Day is a nationwide celebration and a movement for healthy, affordable, and sustainable food.



[ABOUT](#) | [FOOD DAY PRIORITIES](#) | [ADVISORY BOARD](#) | [PARTNER ORGANIZATIONS](#) | [STAFF](#) | [FAQS](#) | [CONTACT US](#)

FOOD DAY PRIORITIES

Food Day's national priorities address overarching concerns within the food system and provide common ground for building the food movement. Food Day aims to:

- **Promote safer, healthier diets:** The foods we eat should promote, not undermine, our good health. Yet, every year we spend more than \$150 billion on obesity-related health care costs, plus another \$73 billion in reduced productivity.
- **Support sustainable and organic farms:** Currently, sustainable farms receive little to no federal support and often lack market access to keep them competitive. Meanwhile, the largest 10 percent of industrialized farms—which contribute to poor health and severe environmental degradation—receive 75 percent of all farm subsidies.
- **Reduce hunger:** Currently, around 50 million Americans are considered "food insecure", or near hunger, and Supplemental Nutrition Assistance Program (SNAP, formerly food stamps) participation is at an all-time high. SNAP is vital to reducing hunger, but the program's budget is under constant attack while federal measures to increase food access are minimal.
- **Reform factory farms to protect the environment and farm animals:** Today, most farm animals are confined in "factory farms"—sometimes containing as many as 50,000-100,000 cattle, hens, or pigs. These practices result in needless animal abuse and illness, environmental degradation, and harm the people who live in and around those facilities.
- **Support fair working conditions for food and farm workers:** 20 million workers throughout the U.S. food system harvest, process, ship, sell, cook, and serve the food we eat every day. And yet, many farmworkers earn well below poverty levels while the tipped minimum wage for restaurant servers has remained at \$2.13 per hour for the last 21 years.

STATE OF OREGON
PROCLAMATION
OFFICE OF THE GOVERNOR

- WHEREAS:** The health and well-being of our citizens is of primary concern for the State of Oregon; and
- WHEREAS:** Reducing obesity and diet-related diseases by promoting safe and healthy diets is a critical factor in improving citizens' overall health; and
- WHEREAS:** Obtaining fair pay and safe conditions for food and farm workers is beneficial for both the producer and consumer so that the food we produce and consume is safe and fair for all; and
- WHEREAS:** Expanding access to food and ending hunger is of critical importance to aid those who live in food deserts; and
- WHEREAS:** Protecting the environment and farm animals is necessary to sustain future generations; and
- WHEREAS:** Oregon is a leader in the food sustainability movement, the Farm to School Movement, and has a commitment to ensuring that all Oregonians have access to food that is safe, clean, fair and healthy.

NOW,


THEREFORE: I, John A. Kitzhaber, M.D., Governor of the State of Oregon, hereby proclaim **October 24, 2013** to be

FOOD DAY

in Oregon and encourage all Oregonians to join in this observance.



IN WITNESS WHEREOF, I hereunto set my hand and cause the Great Seal of the State of Oregon to be affixed. Done at the Capitol in the City of Salem in the State of Oregon on this day, May 30, 2013.


John A. Kitzhaber, M.D., Governor


Kate Brown, Secretary of State

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

PROCLAMATION
FOOD DAY
OCTOBER 24, 2013

WHEREAS: The Health and well-being of our citizens is of primary concern for the County of Wasco; and

WHEREAS: Reducing obesity and diet-related diseases by promoting safe and healthy diets is a critical factor in improving citizens' overall health; and

WHEREAS: Obtaining fair pay and safe conditions for food and farm workers is beneficial for both the producer and consumer so that the food we produce and consume is safe and fair for all; and

WHEREAS: Expanding access to food and ending hunger is of critical importance to aid those who live in food deserts; and

WHEREAS: Protecting the environment and farm animals is necessary to sustain future generations; and

WHEREAS: Oregon is a leader in the food sustainability movement, the Farm to School Movement, and has a commitment to ensuring that all our citizens have access to food that is safe, clean, fair and healthy.

NOW THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS hereby proclaims October 24, 2013 to be FOOD DAY in Wasco County and encourage all citizens of Wasco County to join in this observance.

DATED this 4th Day of September, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

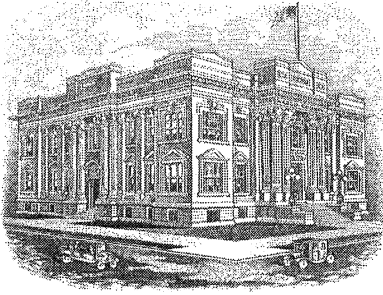
Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Discussion List Item
Treasurer's Report

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

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

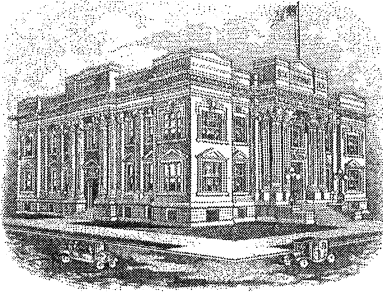
Funds available to earn interest do so at the annualized rate of 0.005%

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



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

September 10, 2013

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

As of September 1, 2013, Wasco County had cash on hand of **\$17,427,393.81**

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

\$ 1,193,410.85

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

Funds on deposit in the Local Government Investment Pool:

\$ 16,233,982.96

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

Total outstanding checks of Wasco County: \$233,896.02

Discussion List Item
Equal Opportunity Policy Statement

- [Memo](#)
- [Wasco County Equal Opportunity Policy Statement](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: POLICY STATEMENT
DATE: 9/11/2013

BACKGROUND INFORMATION

Alexis Davila, Finance Intern, discovered that we had an outdated Equal Opportunity Policy Statement designating a past employee as the Wasco County Employment Opportunity Officer. This statement will bring the County up-to-date.

**Wasco County
Equal Employment Opportunity
Policy Statement**

Wasco County is firmly committed to equal employment opportunity in all of its employment practices. The County will not discriminate against any employee or applicant because of race, color, age, sex, marital status, national origin, religious affiliation, political affiliation or mental/physical disability, or any other status protected under State or Federal Law.

In affirming this policy Wasco County is committed to:

- Recruiting, hiring, training, and promoting persons in all job classifications without regard to race, color, age, sex, marital status, national origin, religious affiliation, political affiliation or mental/physical disability, or any other status protected under State or Federal Law.
- Stating in all advertisements and applications for employment the language that the County is an Equal Opportunity Employer.
- Ensuring that no question in any test, or any application shall be framed as to attempt to elicit information concerning a protected class.
- Ensuring that promotion decisions are in accordance with equal employment opportunity by imposing only valid job-related requirements for promotional opportunities.
- Ensuring that all personnel actions relating to compensation, benefits, transfers, termination's, training, and education are administered in a nondiscriminatory manner.

Tyler Stone, Administrative Officer for Wasco County has been designated Equal Employment Opportunity Officer for Wasco County. The finance department is responsible for monitoring equal employment opportunities. Individual Department Heads, with assistance from Equal Employment Opportunity Officer, are responsible for ensuring that their employment decisions comply with the principles contained in this policy.

Adopted this 18th day of September, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Steve Kramer, County Commissioner

Discussion List Item
Household Hazardous Waste Lead Agency

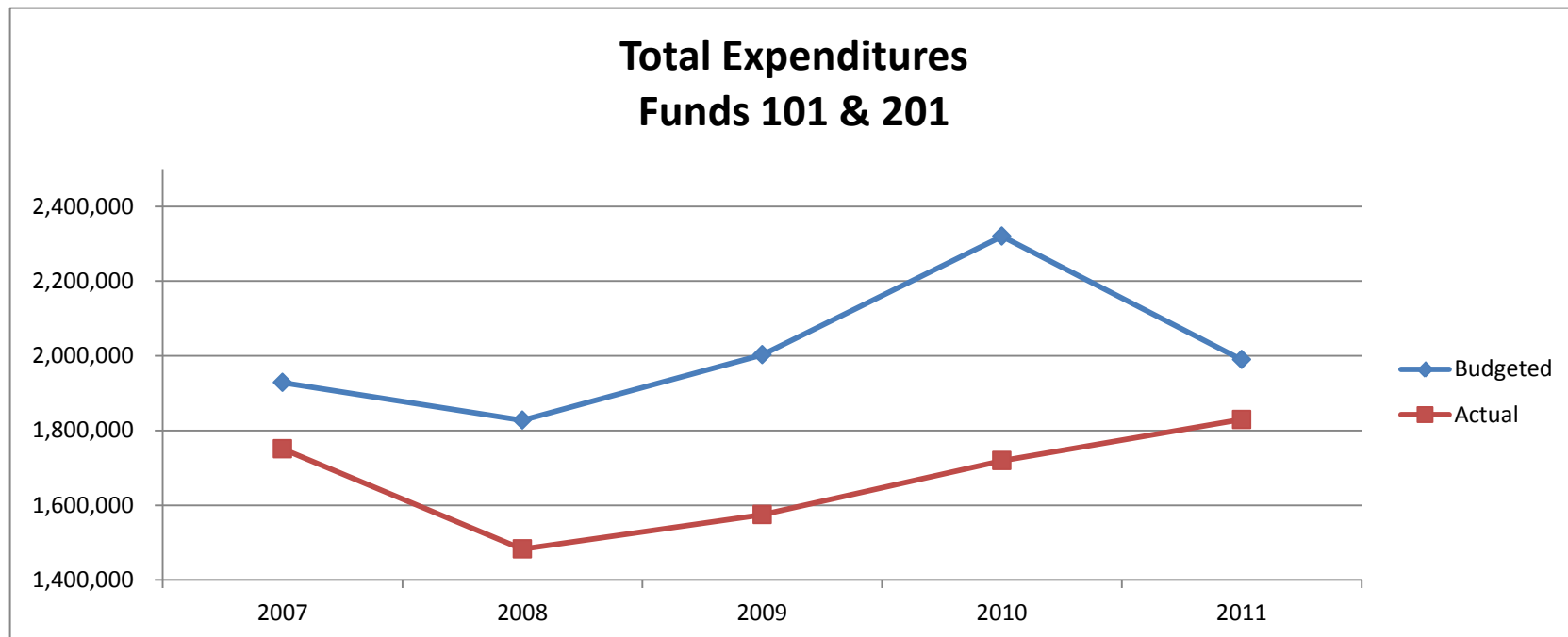
- [Expenditures – Funds 101 & 201](#)
- [Revenues – Funds 101 & 201](#)
- [Annual Budget Snapshots](#)
- [Fund 207 Expenditures & Revenues](#)
- [Summary Chart](#)
- [Charts Only](#)
- [Environmental Health Detail](#)
- [Environmental Health Projection](#)
- [Water Detail](#)
- [Water Projection](#)
- [Summary](#)
- [Proposed Budget](#)
- [Proposed Budget with Planning](#)

EXPENDITURES

Funds 101 & 201

	Personal Services			Materials & Services			Total		
	Budgeted	Actual	%	Budgeted	Actual	%	Budgeted	Actual	%
101									
2007	372,476	370,941	99.6%	32,600	33,188	101.8%	405,076	404,129	99.8%
2008	374,600	361,849	96.6%	34,900	32,167	92.2%	409,500	394,016	96.2%
2009	440,302	401,657	91.2%	42,571	47,029	110.5%	482,873	448,686	92.9%
2010	597,263	424,373	71.1%	30,640	30,308	98.9%	627,903	454,681	72.4%
2011	499,875	499,875	100.0%	25,677	24,959	97.2%	525,552	524,834	99.9%
201									
2007	1,166,157	984,671	84.4%	357,109	361,870	101.3%	1,523,266	1,346,541	88.4%
2008	1,000,256	818,360	81.8%	417,891	270,329	64.7%	1,418,147	1,088,689	76.8%
2009	1,061,021	840,375	79.2%	458,651	285,720	62.3%	1,519,672	1,126,095	74.1%
2010	981,637	896,039	91.3%	710,500	368,548	51.9%	1,692,137	1,264,587	74.7%
2011	1,131,760	1,006,061	88.9%	332,585	298,795	89.8%	1,464,345	1,304,856	89.1%

	Total Expenditures	
	Budgeted	Actual
2007	1,928,342	1,750,670
2008	1,827,647	1,482,705
2009	2,002,545	1,574,781
2010	2,320,040	1,719,268
2011	1,989,897	1,829,690

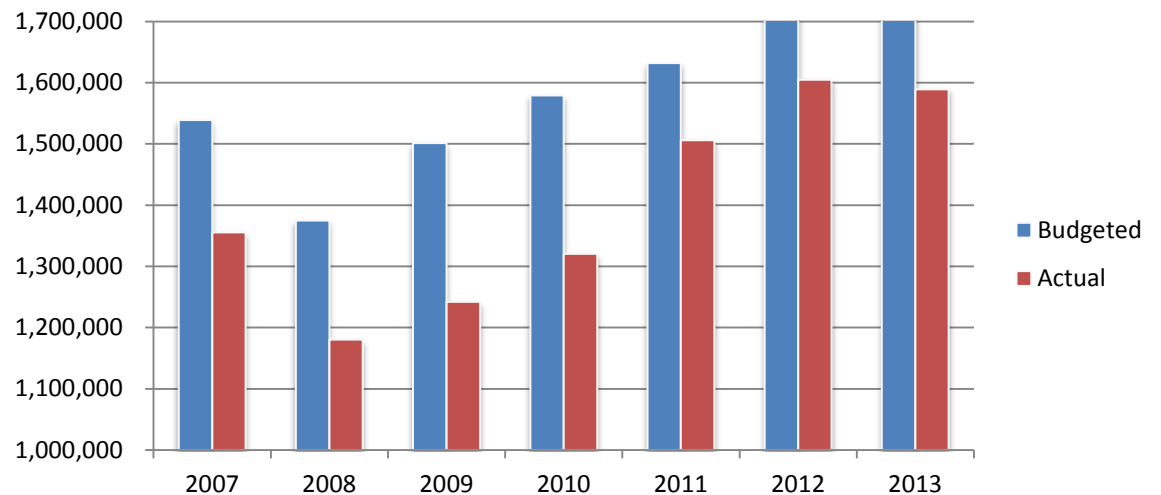


COMBINED FUNDS

Personal Services

	Budgeted	Actual	%
2007	1,538,633	1,355,612	88.1%
2008	1,374,856	1,180,209	85.8%
2009	1,501,323	1,242,032	82.7%
2010	1,578,900	1,320,412	83.6%
2011	1,631,635	1,505,933	92.3%
2012	1,717,091	1,604,853	93.5%
2013	1,715,772	1,589,162	92.6%

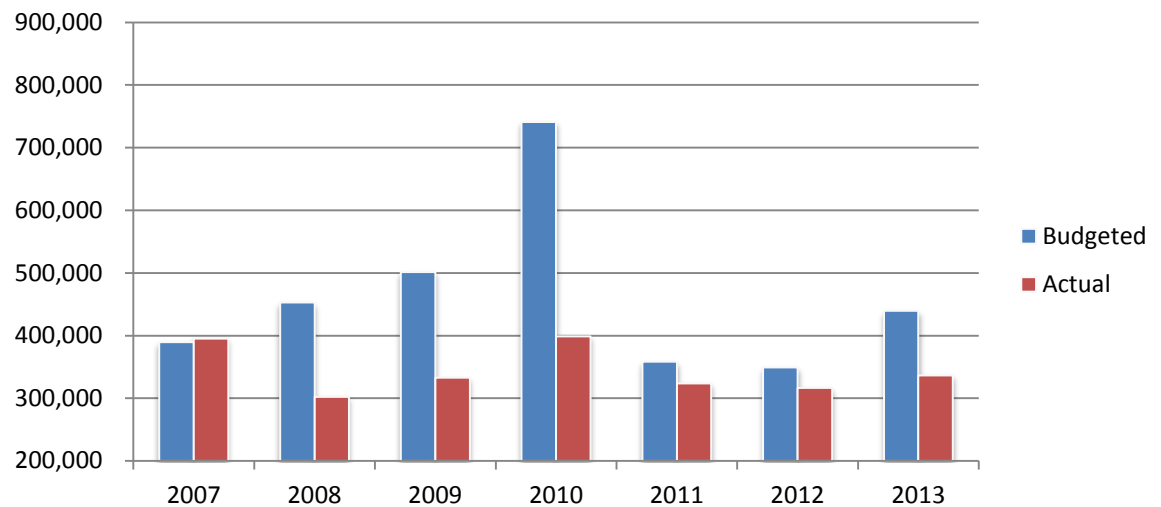
Personal Services



Materials & Services

	Budgeted	Actual	%
2007	389,709	395,058	101.4%
2008	452,791	302,496	66.8%
2009	501,222	332,749	66.4%
2010	741,140	398,856	53.8%
2011	358,262	323,754	90.4%
2012	349,325	316,322	90.6%
2013	439,459	336,474	76.6%

Materials & Services



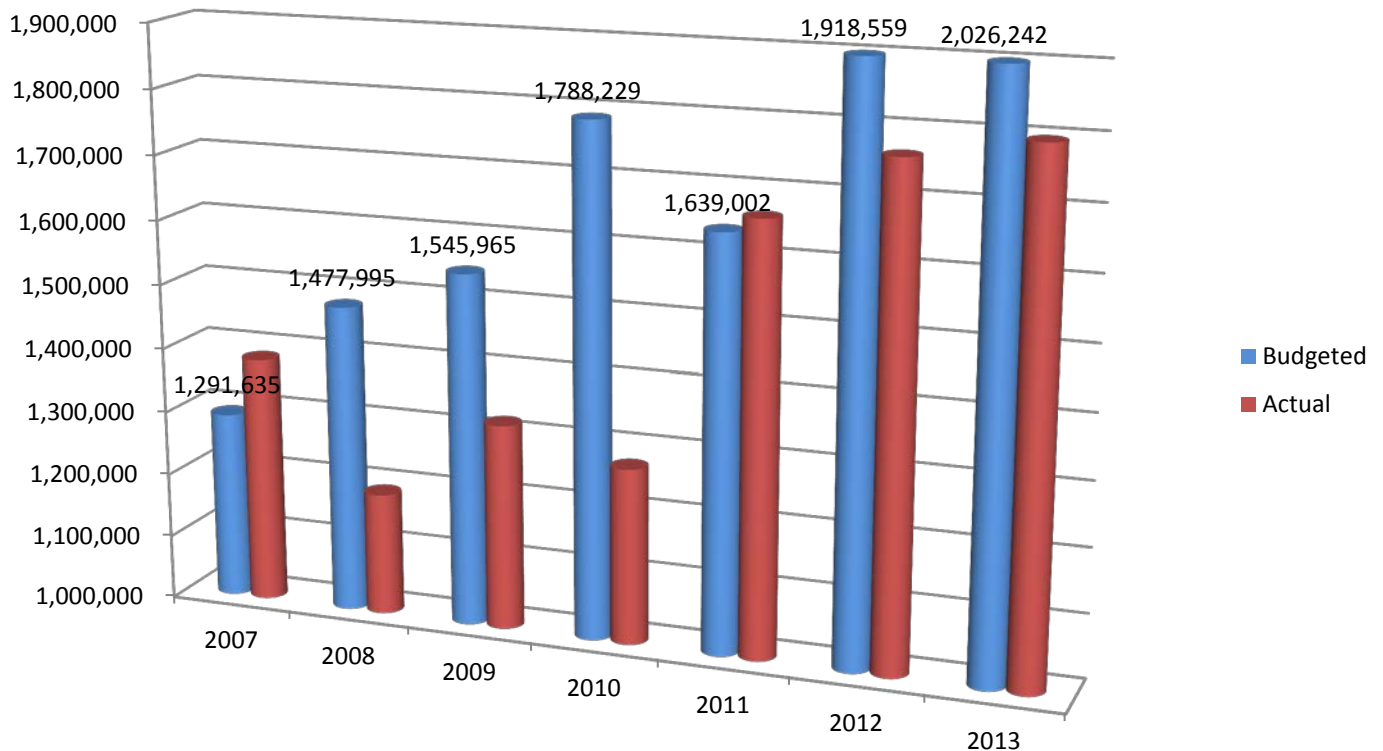
REVENUE

Funds 101 & 201

BY FUND

101				201				BY YEAR		
	Budgeted	Actual	%		Budgeted	Actual	%		Budgeted	Actual
2007	95,810	94,831	99.0%	2007	1,195,825	1,288,860	107.8%	2007	1,291,635	1,383,691
2008	100,913	97,983	97.1%	2008	1,377,082	1,092,016	79.3%	2008	1,477,995	1,189,999
2009	114,686	118,446	103.3%	2009	1,431,279	1,201,390	83.9%	2009	1,545,965	1,319,836
2010	285,383	180,565	63.3%	2010	1,502,846	1,373,125	91.4%	2010	1,788,229	1,273,436
2011	245,150	240,598	98.1%	2011	1,393,852	1,422,059	102.0%	2011	1,639,002	1,662,657
2012	-	-	0.0%	2012	1,918,559	1,763,788	91.9%	2012	1,918,559	1,763,788
2013	-	-	-	2013	2,026,242	1,796,716	88.7%	2013	2,026,242	1,796,716

Operating Revenue Funds 101 & 201



	BUDGET	
	EXPENDITURES	REVENUES
2007	1,928,342	1,291,635
2008	1,827,647	1,477,995
2009	2,037,545	1,545,965
2010	2,408,210	1,788,229
2011		

	ACTUAL	
	EXPENDITURES	REVENUES
2007	1,750,670	1,383,691

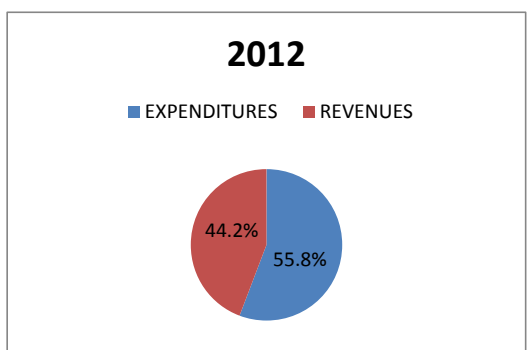
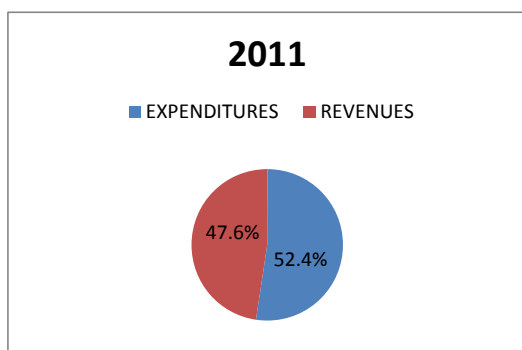
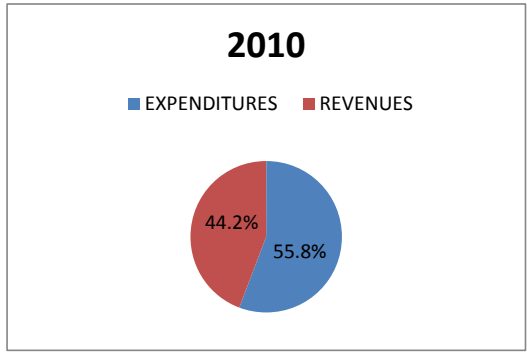
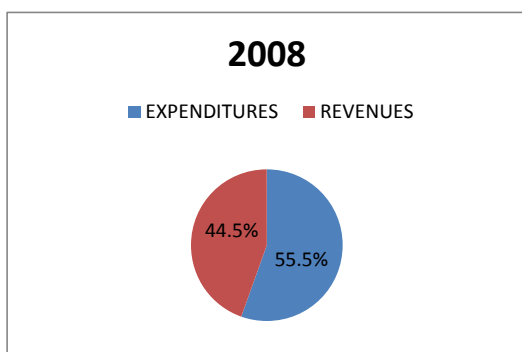
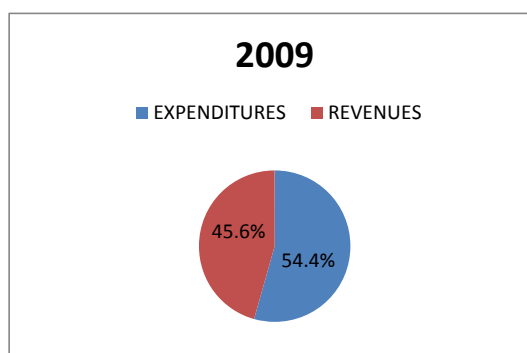
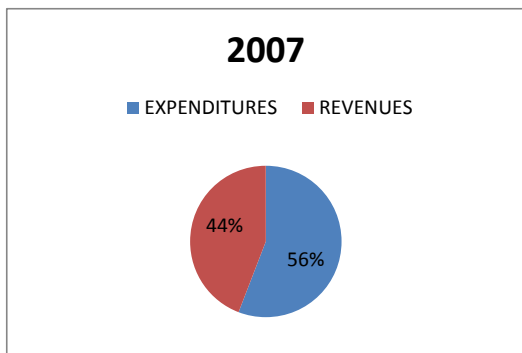
	ACTUAL	
	EXPENDITURES	REVENUES
2008	1,482,705	1,189,999

	ACTUAL	
	EXPENDITURES	REVENUES
2011	1,829,690	1,662,657

	ACTUAL	
	EXPENDITURES	REVENUES
2009	1,574,772	1,319,836

	ACTUAL	
	EXPENDITURES	REVENUES
2010	1,605,914	1,273,436

	ACTUAL	
	EXPENDITURES	REVENUES
2012	1,605,914	1,273,436

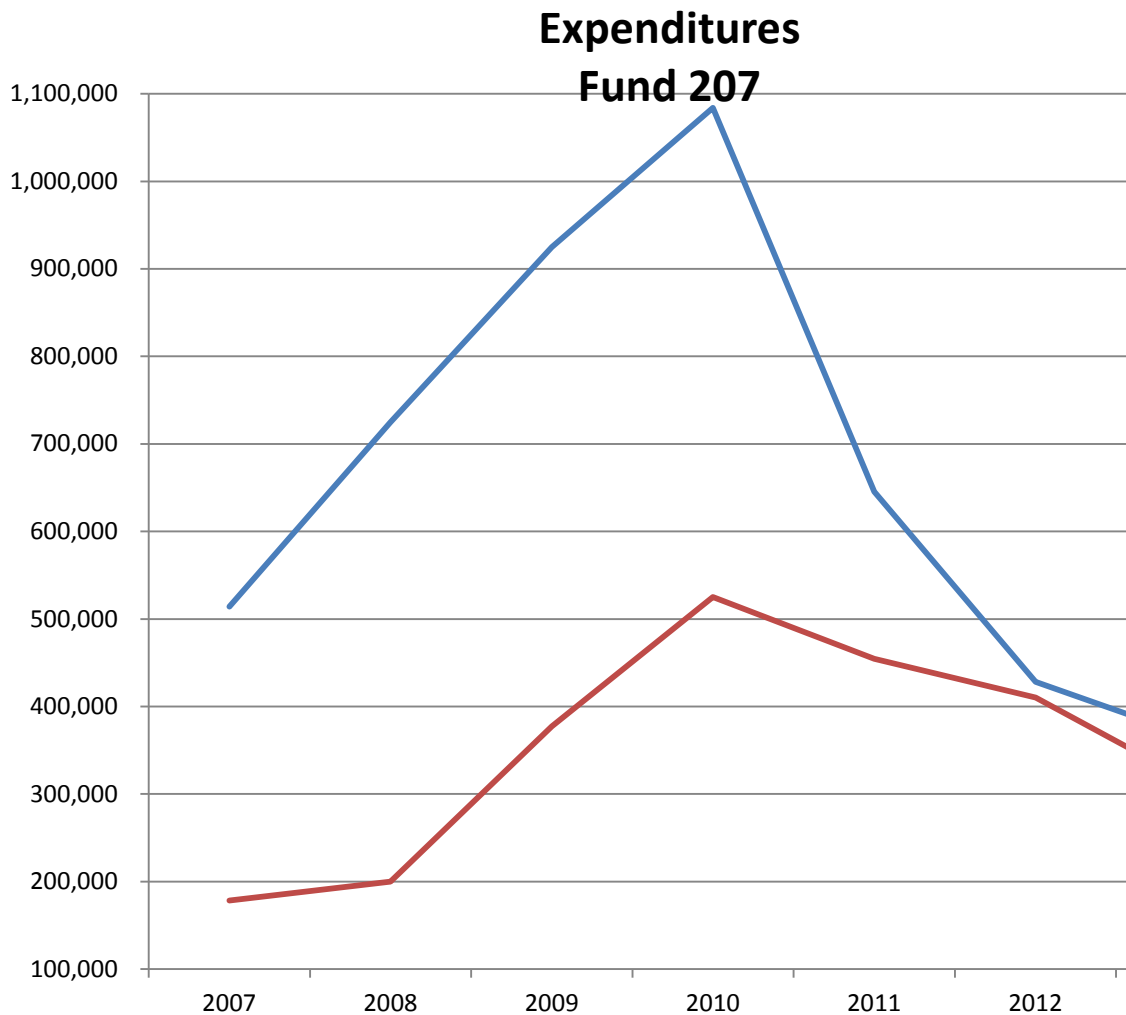


EXPENDITURES

Fund 207

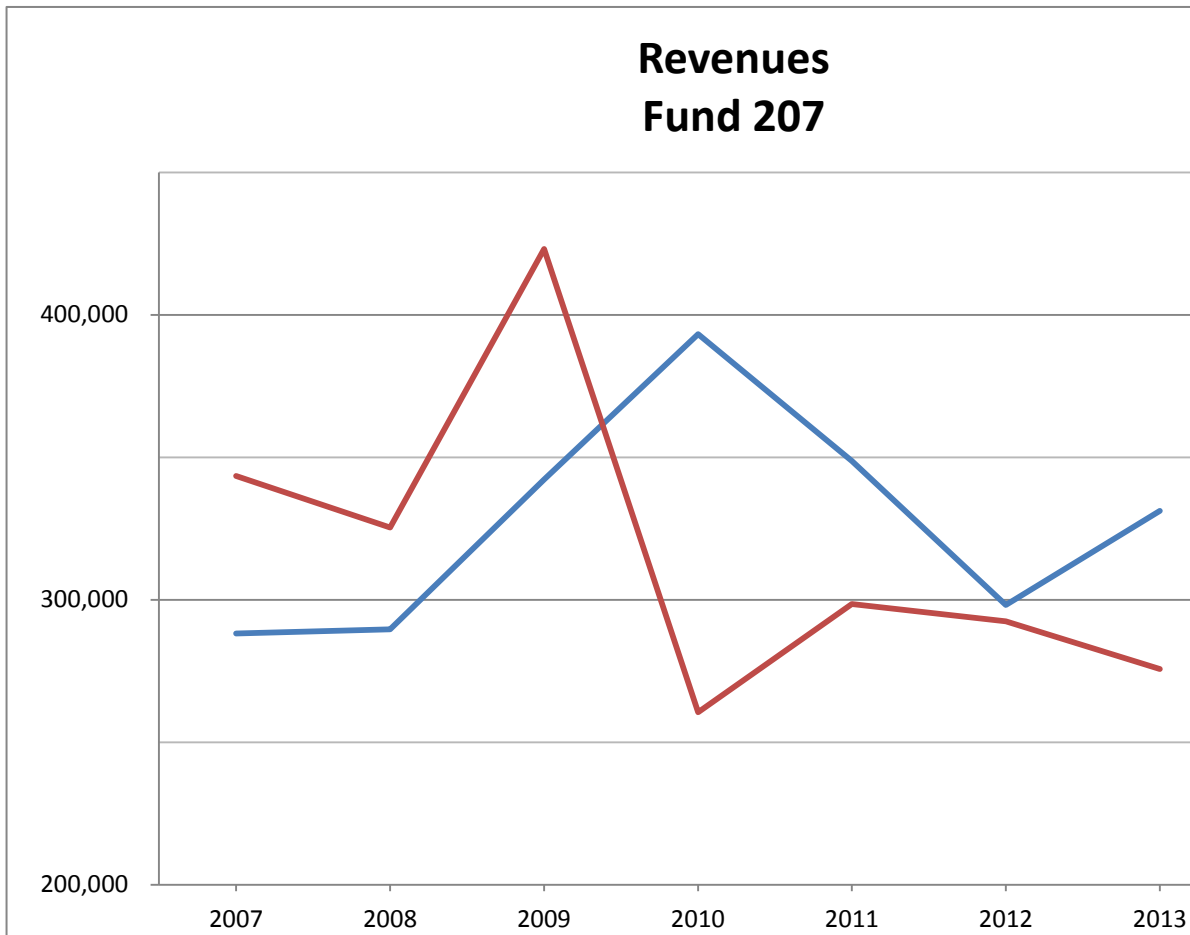
	Personal Services			Materials & Services		
	Budgeted	Actual	%	Budgeted	Actual	%
2007	40,757	34,906	85.6%	473,241	143,534	30.3%
2008	107,753	77,494	71.9%	616,990	122,343	19.8%
2009	129,627	133,077	102.7%	795,319	244,264	30.7%
2010	171,703	142,843	83.2%	912,194	382,347	41.9%
2011	201,912	160,706	79.6%	443,600	293,929	66.3%
2012	198,888	181,023	91.0%	229,397	229,397	100.0%
2013	168,608	138,254	82.0%	194,740	172,524	88.6%

	EXPENDITURES		
	Budgeted	Actual	%
2007	513,998	178,440	34.7%
2008	724,743	199,837	27.6%
2009	924,946	377,341	40.8%
2010	1,083,897	525,190	48.5%
2011	645,512	454,635	70.4%
2012	428,285	410,420	95.8%
2013	363,348	310,778	85.5%



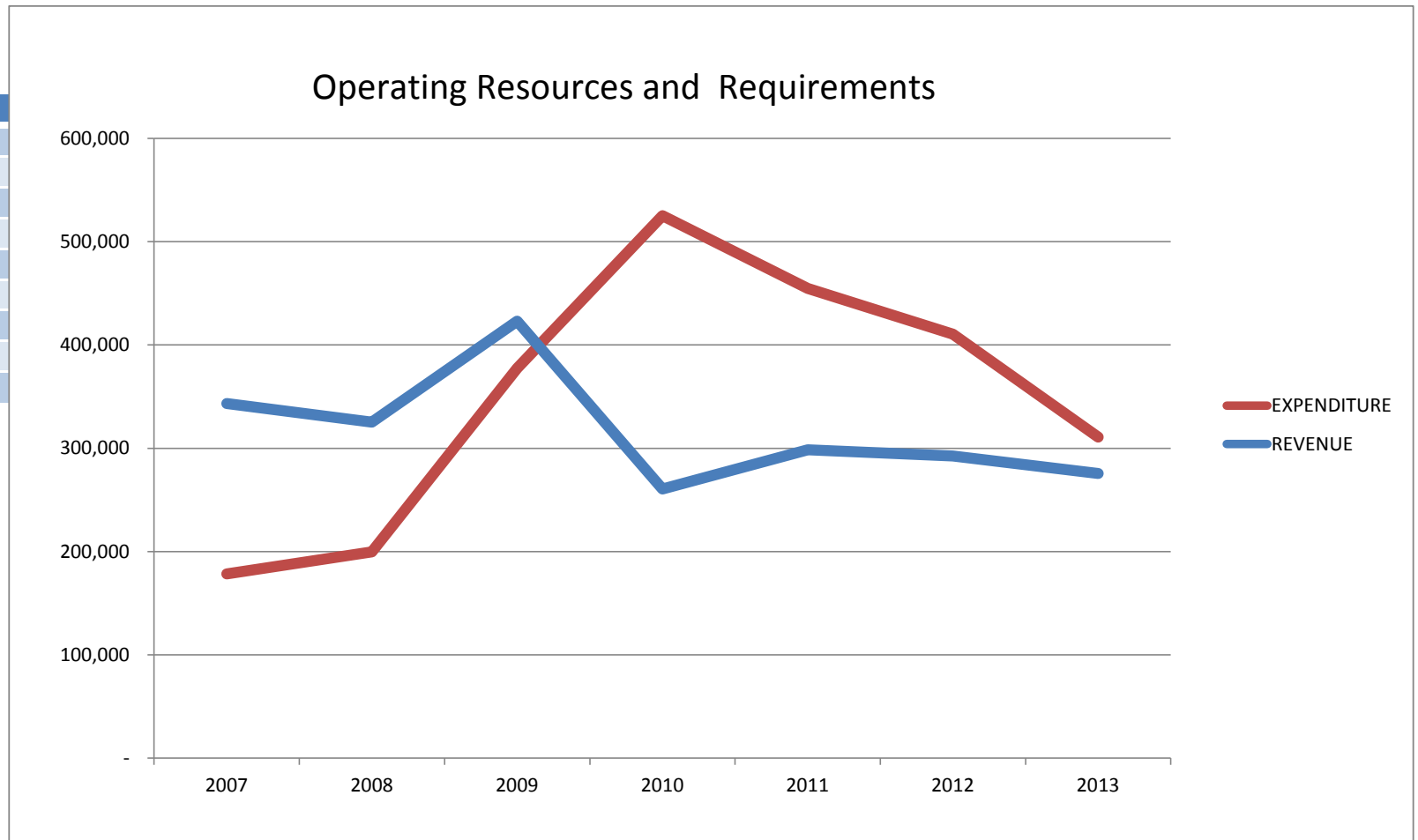
REVENUES Fund 207

	Budgeted	Actual	%
2007	288,206	343,448	119.2%
2008	289,643	325,352	112.3%
2009	342,200	423,113	123.6%
2010	393,200	260,540	66.3%
2011	348,700	298,576	85.6%
2012	298,200	292,451	98.1%
2013	331,200	275,714	83.2%

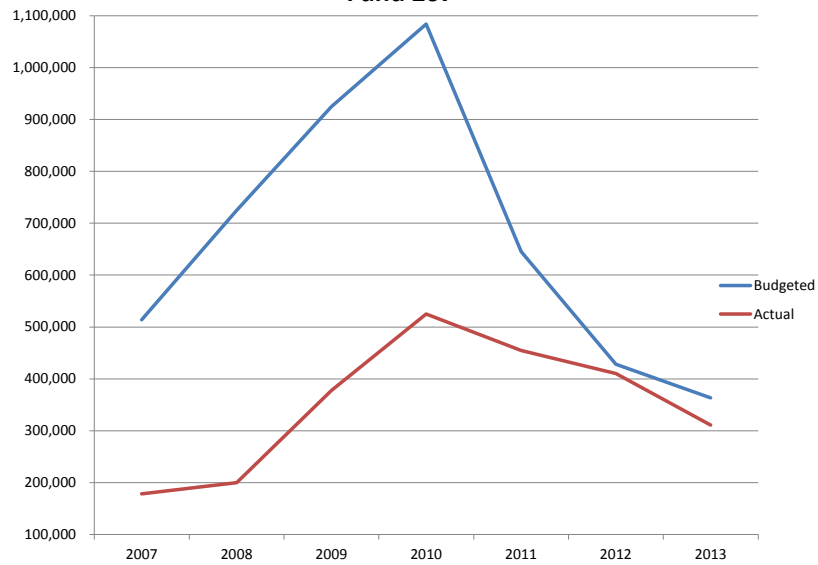


	Column1	Column3
	Revenue	Expense
	Actual	Actual
2007	343,448	178,440
2008	325,352	199,837
2009	423,113	377,341
2010	260,540	525,190
2011	298,576	454,635
2012	292,451	410,420
2013	275,714	310,778

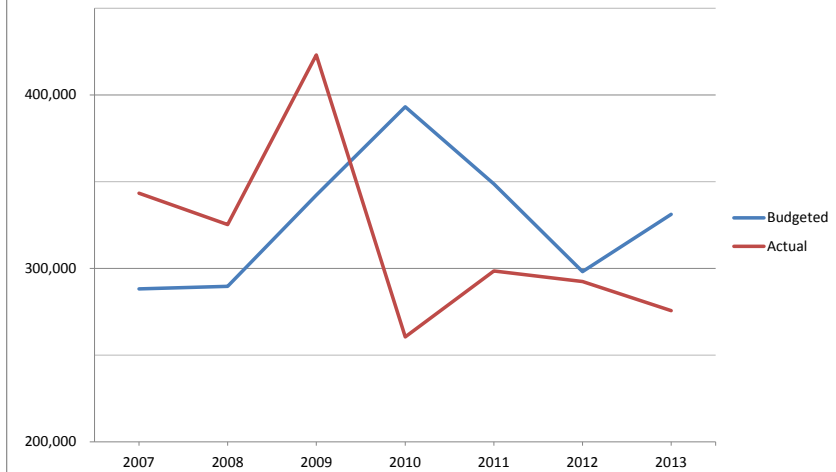
doesn't include
capital exp



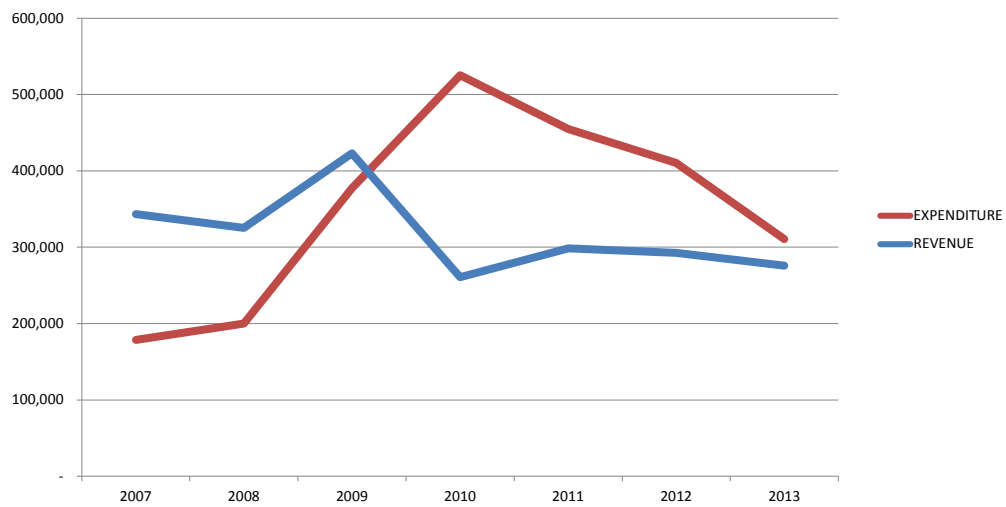
**Expenditures
Fund 207**



**Revenues
Fund 207**

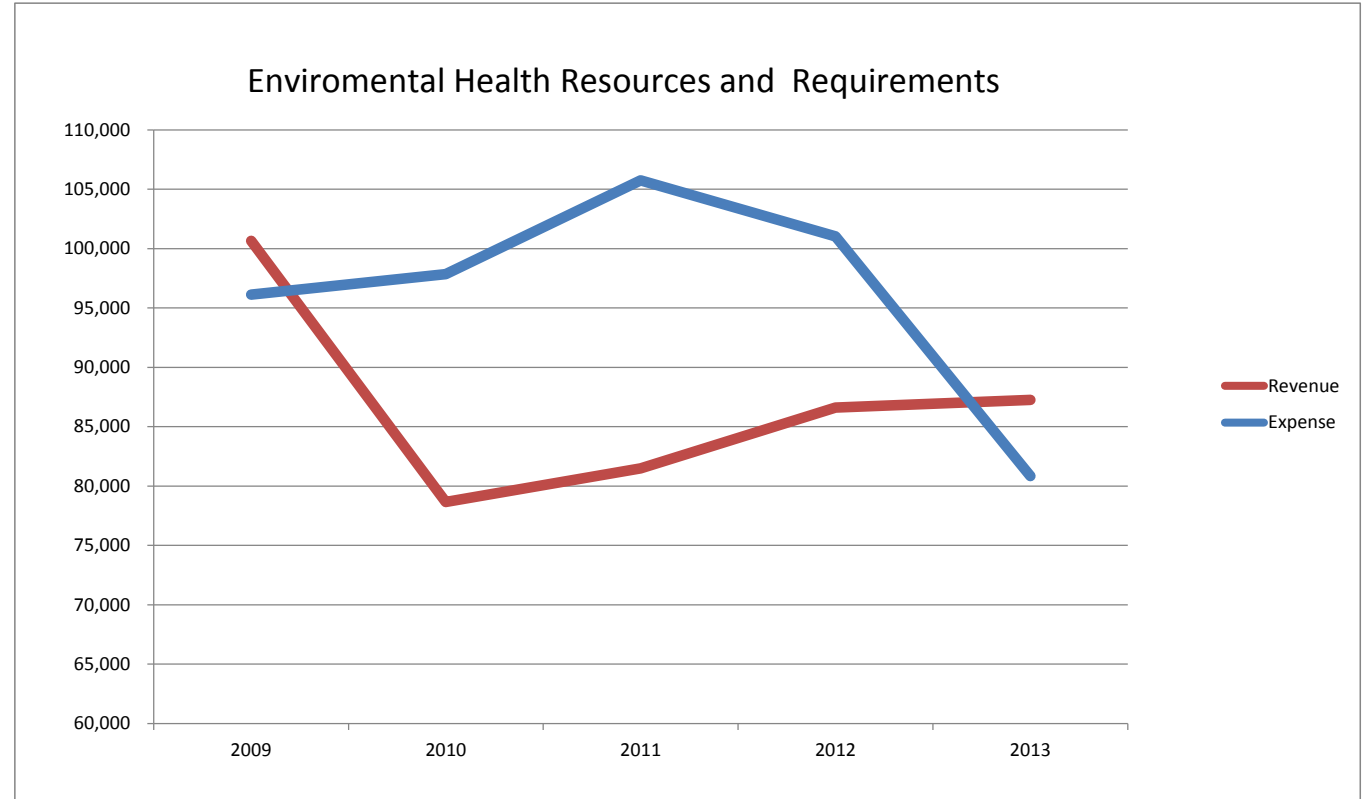


Resources and Requirements



	Column1	Column3
	Revenue	Expense
	Actual	Actual
2007	-	-
2008	-	-
2009	100,647	96,121
2010	78,658	97,847
2011	81,479	105,752
2012	86,616	101,042
2013	87,245	80,854
2014	98,770	93,695

2009-last year rec'd rev from Gill Cty.
revenue is fees & permits



FTE Allocation:

	2012	2013	2014
Prog Sect	0.50	0.3	0.3
Admin Asst	0.06	0.04	0.04
EH Spec	0.30	0.3	0.3
EH Spec	0.50	0.35	0.35
EH Supv	<u>0.20</u>	<u>0.15</u>	<u>0.15</u>
	1.56	1.14	1.14

Environ. Health 201-23-7146

Food Handler Fees **Food Handler permits**
 Temporary Licenses **Short term food licenses**
 Facility Inspections **Schools & child care inspections**
 OEHS **Oregon Environmental Health Services**
 Misc.

Education, testing and issuing of permits.
 Inspect other public food service facilities (ie. Food booths).
 License and inspect other public food service facilities.
 License and inspect restaurants; plan reveiws; food borne disease investigation.

Thru 2009 we provided facility inspections to Gilliam Cty.
 As of 2010 the revenue is reflective of Wasco & Sherman County. (I would like to confirm Shrm Cty)
 The revenue is collected for the services shown above and are all fee and permit based. The increase in revenue is reflective of the fee increase charged to customers. I do no know if it is also reflective of increased customers.

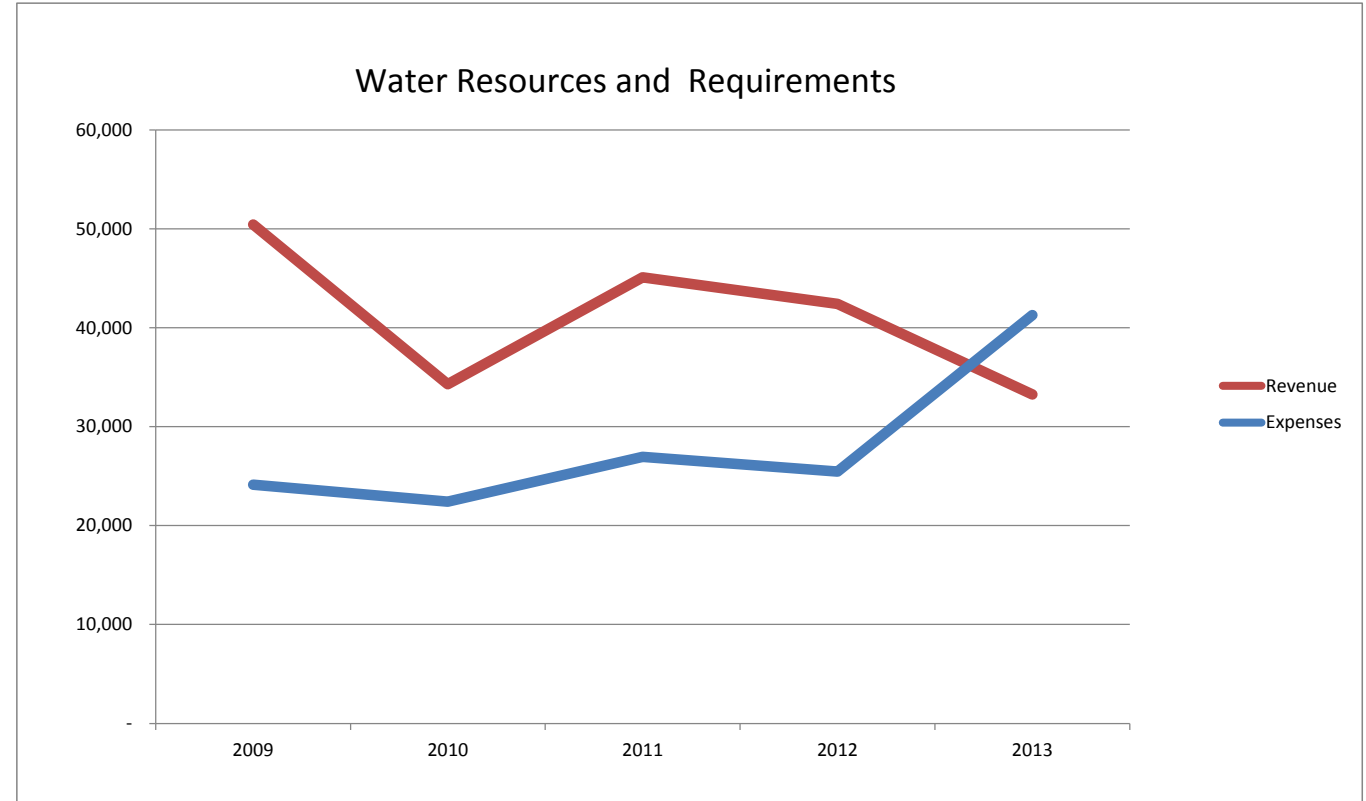
The expense portion of this division (7146) is interesting when tying the numbers to service area. The area decreased by losing Gilliam Cty, thus one would expect the revenue and expenses to follow suit. While the revenue did (2010 is 23% less than 2009) the expenses did not. In fact they increased until 2013.

If the FTE is reflective of true time spent in this program, these duties require about a full time EH Spec and a .60 office assistant.
 In the agreement with OHA, we will ensure that certified field staff work at least 1640 hours per year (41 wks @ 40hrs) and 75% is in the field.

	Column1	Column3	Column4	Column2	Column6
	Revenue	Expense	Net Prog		
	Actual	Actual	Value		
2007	-	-		expense	breakdown
2008	-	-		per srv	mat/serv
2009	100,647	96,121	4526	84084	12038
2010	78,658	97,847	-19189	86642	11205
2011	81,479	105,752	-24273	92215	13537
2012	86,616	101,042	-14426	89208	11834
2013	87,245	80,854	6391	72279	8575
Bgt 2014	98,770	93,695	5075	76695	17000

Per agreement - 15% is available for admin costs

	Column1	Column3
	Revenue	Expense
	Actual	Actual
2007	-	-
2008	-	-
2009	50,421	24,143
2010	34,282	22,411
2011	45,102	26,938
2012	42,422	25,477
2013	33,252	41,271
2014	42,872	45,181



FTE Allocation:

	2012	2013	2014
Bus Mgr	0.00	0.00	0.02
Prog Sect	0.25	0.25	0.25
Admin Asst	0.02	0.02	0.02
EH Spec	0.20	0.20	0.20
EH Spec	0.00	0.15	0.15
EH Supv	<u>0.02</u>	<u>0.07</u>	<u>0.07</u>
	0.49	0.69	0.69

Water 201-23-7156

Water Systems Grant **Public Water Syst** Sampling, monitoring, & tech. assist. for public water systems; TA for private water systems; water borne disease investigation'
 Water Survey Fees " 65 Public Water Systems for communities under 3,300 people

The revenue source for this program is Oregon Health Authourity.

There is an annual amount rec'd in qtrly payments and then a set amount for each water tested (?).

I am not sure if we served Gilliam Cty as well, which would have ended in 2009 similar to Enviro Hlth.

I do believe this work is also reflected in the amount of new construction that need wells tested.

I don't know much about the process or procedures involved with this service.

From looking at the numbers only, the revenue is consistently in the same venue, while the expenses took a swing up in 2013. The numbers tell us more personnel worked in this program in 2013 than normal, and 2014 budget is greater than 2013.

	Column1	Column3	Column4	Column2	Column6
	Revenue	Expense	Net Prog		
	Actual	Actual	Value		
2007	-	-		expense	breakdown
2008	-	-		per srv	mat/serv
2009	50,421	24,143	26278	23662	482
2010	34,282	22,411	11871	22411	0
2011	45,102	26,938	18164	26423	515
2012	42,422	25,477	16945	24759	718
2013	33,252	41,271	-8019	40584	688
2014	42,872	45,181	-2309	44481	700

	2010	2011	2012	2013	2014 budget
HH Waste	260,540	298,576	292,451	275,714	336,950
Enviro Health	78,658	81,479	86,616	87,245	98,770
Water	34,282	45,102	42,422	33,252	42,872
Combined Resources	373,480	425,157	421,489	396,211	478,592
HH Waste	525,190	454,635	410,420	310,778	332,200
Enviro Health	97,847	105,752	101,042	80,854	93,695
Water	22,411	26,938	25,477	41,271	45,181
Combined Requirements	645,448	587,325	536,939	432,903	471,076
Sustainability	(271,968)	(162,168)	(115,450)	(36,692)	7,516

Summary of financials from 2010 through 2013: The Water program has realized approximately \$65,000 more in resources than in requirements. The Environmental Health program has realized \$50,000 less in resources than requirements. Household Hazardous Waste is a stand alone fund; the net operations realized \$500,000 less in resources than requirements. I can not comment on process or procedure in any of the specific programs. Therefore, I can not make a determination as to the need of expenditure vs service. Household Hazardous Waste Fund (207) did start the 2010/2011 year with a beginning balance of \$665,000 and ended the 2013 year with \$112,000 (unaudited). The additional resources or lack of for the Water program and Env Hlth program would be absorbed into the Health Grants Fund (201), which start the 2010/2011 year with \$414,000 and ended the 2013 year with \$185,000 (unaudited).

Capital:	65,278	11,905	0	0	0
	Remodel f HR Facility	Build a shed at HR Facility			

2013/14 PROPOSED BUDGET

	<u>GF Sewer System</u>	<u>Enviromental Hlth</u>
BEGINNING FUND BALANCE		
INVESTMENT EARNINGS		
LICENSES FEES & PERMITS	34,000	96,270
INTERGOV'T REV - STATE		
CHARGES FOR SERVICES		
EQUIPMENT SOLD		
MISCELLANEOUS		2,500
GENERAL FUND TRNSFR		
GRAND TOTAL	34,000	98,770
PERSONAL SERVICES	55,043	68,902
MATERIAL & SERVICES	1,250	13,978
IN-KIND COST	0	0
RESERVE FOR FUTURE EXP	0	0
CAPITAL OUTLAY	0	0
CONTINGENCY	0	0
UNAPPROPRIATED	0	0
GRAND TOTAL	56,293	82,880

This is a combined proposal using the current budgeted revenue. The personal service is for the Solid Waste Coordinator. The material & services are as budgeted for the most part. What is added here that is not in the current Adopted Budget is the Capital Outlay (currently Unappropriated).

Prog Sect	2,573	3,859
EH Spec	31,516	31,516
EH Supv	20,955	33,527
Solid Waste Spec - DS w/ current staff	55,043	68,902

Prog Sect-bus mgr,admin	8,040	9,648
EH Spec	39,395	27,577
EH Spec-JZ	39,962	23,977
EH Supv	51,440	13,304
Solid Waste Spec-.60 unfilled		
Solid Waste Spec - DS		
AS CURRENTLY BGTD	138,837	74,506

<u>Water</u>	<u>COMBINED FUND</u>	<u>SEPARATE FUND</u> <u>Hhold Haz Waste</u>
	\$0	131,366
	\$0	450
	\$130,270	315,750
42,872	\$42,872	0
	\$0	7,200
	\$0	7,000
	\$2,500	0
	\$0	0
42,872	\$175,642	461,766
27,999	\$151,944	109,001
1,620	\$16,848	187,000
0	\$0	20,263
0	\$0	51,420
0	\$0	5,000
0	\$6,850	14,082
0	\$0	75,000
29,619	\$175,642	461,766

ces includes a .60 program secretary and a full time Enviro Hlth Spec Suprvs, Enviro Hlth Spec,
 irrent is 0), Reserve for Future Exp (current is 0), Contingency is less \$100,000 and moved to

3,859	15,436	25,727	25727
15758		78,790	78790
8381.8	20954.5	83,818	83818
	72610	72,610	72610
27,999	109,001	260,945	

8,039	15,740	41,467
11818		78,790
15,984		79,923
1336	17738	83,818
	37713	37,713
	72610	72,610
37,177	143,801	394,321

2013/14 PROPOSED BUDGET					GEN FUND COMBINED	SPEC REV FUND Hhold Haz Waste
	<u>GF Sewer Syst</u>	<u>Enviro Hlth</u>	<u>Water</u>	<u>Planning</u>		
BEGINNING FUND BALANCE					\$0	\$131,366
INVESTMENT EARNINGS					\$0	\$450
LICENSES FEES & PERMITS	34,000	96,270		67,550	\$197,820	\$315,750
INTERGOV'T REV - STATE			42,872	185,000	\$227,872	
INTERGOV'T REV - FED				45,000	\$45,000	
CHARGES FOR SERVICES				750	\$750	\$7,200
EQUIPMENT SOLD					\$0	\$7,000
MISCELLANEOUS		2,500		75	\$2,575	\$7,000
INTERFUND FUND TRNSFR	23,016			220,526	\$243,542	
GRAND TOTAL RESOURCES	\$57,016	\$98,770	\$42,872	\$518,901	\$717,559	\$468,766
<i>share Director</i>				91,668	91,668	\$16,000
<i>Senior Planner</i>				73,235	73,235	
<i>full time Prog Sect</i>	1,125	2,250	1,125	4,500	9,000	\$36,000
<i>EH Spec</i>	31,516	31,516	15,758	0	78,790	
<i>no supv EH Spec</i>	36,339	27,600	15,984	0	79,923	
<i>Solid Waste Spec - DS</i>					0	\$72,610
<i>add one Assoc Planners-3</i>				206,002	206,002	
<i>Planning Coord</i>				63,940	63,940	
<i>Code Enforcement</i>				57,604	57,604	
PERSONAL SERVICES	68,980	61,366	32,867	496,949	\$660,162	\$124,610
MATERIAL & SERVICES	1,250	14,000	1,620	40,527	\$57,397	\$187,000
IN-KIND COST	0	0	0	0	\$0	\$20,263
RESERVE FOR FUTURE EXP	0	0	0	0	\$0	\$40,000
CAPITAL OUTLAY	0	0	0	0	\$0	\$5,000
CONTINGENCY	0	0	0	0	\$0	\$17,237
UNAPPROPRIATED	0	0	0	0	\$0	\$74,656
GRAND TOTAL REQUIREMENTS	70,230	75,366	34,487	537,476	\$717,559	\$468,766
					in general fund	* see below
This scenario includes the Planning Dept with the following changes - Planning Director supervising all the programs, therefore relieving the need of an Enviromental Spec Supervisor to oversee the HHW. The HHW program pays 10% of Directors cost (4 hrs weekly). Increased the Program Secretary to full time, with the addition picked up in Planning and in HHW (since Bus Mgr, other admin is no longer utilized).						
The EH Supervisor is restored to a Specialist, pulling out of HHW programs.						
A third Associate Planner is added to the salary, leaving all other planning staff as is. This scenario does not increase the cost to GF.						
* HHW HAS THE FINANCIAL ABILITY TO HIRE A .60 SOLID WASTE SPECIALIST IF NEEDED (\$40,000).						

<i>full time</i>	<i>Prog Sect</i>	1,125	2,250	1,125	4,500	36,000
	<i>EH Spec</i>	31516	31,516	15758		0
	<i>EH Supv</i>	20955	33,527	8381.8		20954.5
	<i>Solid Waste Spec - DS</i>					72610
	<i>PROPOSED STAFF</i>	53,596	67,293	25,265		129,565

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 18, 2013**

CONSENT AGENDA

1. [Minutes](#)
 - a. [9.4.2013 Regular Session Minutes](#)
2. [Linns Mill Vacation Order](#)

Consent Agenda Item Minutes

- [9.4.2013 Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
September 4, 2013, 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 – Court House Flood Report

Facilities Manager Fred Davis came forward with a letter requesting an exception to the Contracting Rules due to the emergency nature of the recent flood damage resulting from a broken pipe fitting in the restroom located outside Suite 101 of the Courthouse. He reported that the leak had occurred during the evening of Thursday, August 29 and was discovered by the night janitors who then contacted him. As much water as possible was removed and ServPro was called in to remove the water that had soaked into carpet, chairs, walls, etc. The work continued until 2:00 a.m.; high powered fans and dehumidifiers were left in place to continue the process. The equipment remained in place throughout the Labor Day weekend and the affected carpeting has been treated with thyme oil to prevent the growth of mold. On Tuesday, September 3rd, the insurance adjuster and contractors were on site to evaluate the damage; the reports have not yet come in. Mr. Davis added that the video courtroom located in the basement is currently unusable; the equipment has been relocated to the Celilo Room which will be a tight fit, but is serviceable.

Mr. Davis estimated that the largest portion of the repair costs will be associated with replacing flooring. Floor tiles will need to be replaced in the basement. Although Commissioner Kramer's office and the Celilo Room both received some flooding, no lasting damage occurred in those two areas. The video courtroom sustained damage to both the ceiling and floor as well as some furnishings. Suite 101 sustained extensive carpet damage.

After some brief discussion regarding the insurance claim process, Mr. Davis explained that the County has previously engaged Gary Denney Flooring with success; another low-bidder previously used proved to be unsatisfactory. He requested an exemption in order to expedite the repairs.

{{{Commissioner Hege moved to declare an emergency and exempt the process from competitive bidding based on Section 15 #20 of the Wasco County Contracting Rules. Commissioner Kramer seconded the motion which passed unanimously.}}}

Mr. Davis added that a plastic fitting had failed and caused the flood; his crew will be changing the fittings to all supply lines from plastic to metal.

Ms. White stated that the Food Day organizers had been unable to provide a representative at today's session to support their request for a proclamation. She asked that the item be moved to the September 18th Board Session. She asked to add the AOC District 3 Meeting to the discussion list.

Discussion List – Document Publishing Contract

County Assessor Tim Lynn explained that the contract is a long-standing annual contract with the state to print and mail property tax statements for the County. Commissioner Hege asked if the Clerk's office uses the State service as well. Mr. Lynn did not know. Commissioner Hege asked if the State does the entire process. Mr. Lynn replied that his office sends the State an electronic file; the State prints, stuffs envelopes and mails out the statements. He estimated that the cost to be approximately \$17,000.00 which is less than it would cost to have the County staff do it.

Commissioner Hege asked if the Assessor's office had looked at other options. Mr. Lynn said that he has not although he has talked about it with staff. There is only one other option that he is aware of; it is an out-of-state company.

{{{Commissioner Kramer moved to approve the State of Oregon Department of Administrative Services Publishing and Distribution Intergovernmental Agreement for Document Publishing, Processing and Delivery. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – Freedom Project Letter of Support

Brief discussion ensued regarding the Board's familiarity with the project and the letter of support.

*****The Board was in consensus to send the letter of support for the North Wasco County People's Utility District's Freedom Project. *****

Discussion List – H.R. 1526 Letter of Support

The Board was unanimous in their support of H.R. 1526: Restoring Healthy Forests for Healthy Communities Act.

*****The Board was in consensus to send a letter in support of H.R. 1526 to Congressmen Doc Hastings and Peter DeFazio, Chairman and Ranking Member of the House Natural Resources Committee.*****

Discussion List – A.O.C. Product Tasting Event

Ms. White reported that she had been contacted by Hood River as well as the A.O.C. organizer regarding Wasco County's participation in the annual product tasting event sponsored by the A.O.C. She reminded the Board that last year's planning for the event was rushed and asked that a committee be formed early to allow time for planning. Last year's committee consisted of Chair Runyon, Mr. Stone, and Youth Services Director Molly Rogers. Commissioner Kramer expressed an interest in participating.

*****The Board was in consensus for the Product Tasting Planning Committee to remain intact – Chair Runyon, Ms. Rogers, and Mr. Stone – with the addition of Commissioner Kramer and pending Ms. Roger's consent to serve on the committee.*****

Discussion List – Klickitat Veterans Services IGA and Resolution

Mr. Stone explained that the last agreement with Klickitat County had ended at the first of this year at which time the two counties entered into negotiations. Klickitat County had notified Wasco County that they may elect to secure veterans services through another avenue but would continue using the Wasco County Veterans Services Office until such time as they had completed their decision-making process. This contract allows Wasco County to invoice Klickitat County for services.

Mr. Stone went on to say that last week the Klickitat County Board elected to engage their own Veterans Service Officer as of September 30, 2013, and would no longer be using the Wasco County VSO.

Commissioner Hege asked if this brings us current and there is no further funding. Mr. Stone replied that we can bill up to September 30th.

Ms. White explained that indemnification language had been added the contract, the requirement for Wasco County to produce receipts had been modified to a requirement to supply a quarterly report, and the name "Wasco and Hood River Counties Veterans Service Office" had been corrected to read "Wasco County Veterans Service Office."

{{{Commissioner Kramer moved to approve the Klickitat Veterans Services IGA with the additional indemnification language, removal of the requirement for receipts, additional requirement for quarterly reports, and the removal of "Hood River" from the name of the Veterans Service Office. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. White explained that the Resolution in the packet is in support of the IGA.

{{{Commissioner Kramer moved to approve Resolution #13-013 approving the interlocal agreement between Klickitat County and Wasco County for Veterans Services. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Wasco County EDC Quarterly Report

MCEDD Executive Director Amanda Hoey came forward to review the EDC report included in the Board Packet. She reported that the EDC had approved a strategic plan similar to the draft that had presented to the BOCC earlier in the year. The EDC will be looking into the economic impact of events in Wasco County. They plan to approve the utilization of an honors economic class to support that analysis; they have done this type of analysis in the past.

Commissioner Hege reminded Ms. Hoey that the County had turned over to EDC the analysis of the economic impact of the recent mass gathering event, What the Festival. Ms. Hoey responded that the information would be turned over to the University for analysis.

Ms. Hoey announced that a task force has been created to support industry and entrepreneurial opportunities and to look at supporting a pilot community, perhaps Maupin. The task force has had their first meeting; they are also looking at supporting and enhancing business – manufacturing and agriculture. There is early stage funding and they would like to bring in the University of Oregon to help.

Chair Runyon observed that with Commissioner Hege's assistance, the EDC seems to be making good progress. Ms. Hoey agreed saying that the initial changes had been challenging but it is working well. She added that there will be a bi-state energy zone meeting on Friday; they will be working on the Freedom Project.

Commissioner Hege asked if the Needs and Issues is going forward. Ms. Hoey replied that both major objectives would like to continue some form of Needs and Issues in a way that evaluates the capacity of the communities to engage in development rather than a listing of projects.

Chair Runyon asked about staffing changes. Ms. Hoey said that later today the Board would be hearing about the Agora project from Aaron James. Mr. James' last day will be September 13th; he will be replaced with an Americorps RARE who will begin work on September 9th.

Chair Runyon asked about the construction at the MCEDD offices. Ms. Hoey replied that there is a small project to extend and better utilize the space. The work will result in two additional office spaces; the first day in will be September 15th.

Agenda Item – Wildland Urban Interface Classification Committee
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Unit Forester David Jacobs introduced Interface Fire Specialist Thomas Andrade. Mr. Andrade explained that the program is directed toward fire defensibility where ODF has responsibility. The idea is to solicit homeowners to build defensibility and survivability for their homes. Homes are classified by the density of the surrounding forest; the formula is time-tested and does not require the felling of trees.

Mr. Andrade said that his agency works in cooperation with county emergency services and county boards; five-member teams are created; three of the five members are appointed by each county's Board of Commissioners/County Court. One of the three county-appointed members must reside within the zone. The

Committee is reformed every five years to keep it fresh. Part of the process is for the Committee to hold public meetings to afford homeowners the opportunity to discuss the process with the Committee and ODF. Following the homeowner meetings, a formal hearing is held. This time they plan to approach county GIS services for mapping support. They have also developed an easily digestible pamphlet to help explain the program.

Commissioner Hege noted that former County Commissioner Sherry Holliday has served on the last committee which seems more recent than five years ago. Mr. Jacobs replied that that was a Forest Classification Committee which follows a similar process but has a different goal.

Chair Runyon asked if a Commissioner needs to participate on the Wildland Interface Classification Committee. Mr. Andrade replied that while not mandatory, it is desirable. Chair Runyon asked if there is a process in place for appointing the other two county appointees. Mr. Andrade responded that it varies from county to county, the only requirement is that one member must be a landowner subject to the provisions of the law. If a county has difficulty finding committee members, the agency can help with recruitment. He has seen up to seven members on a committee. Commissioner Hege expressed interest in serving on the Wasco County Wildland Urban Interface Committee. Commissioner Kramer is also interested.

Chair Runyon suggested that Commissioner Hege could serve as a landowner and Commissioner Kramer as a member of the Commission since the Committee is not a decision-making body. Mr. Andrade stated that the Committee actually has power to make rules that are implemented by the State. Mr. Jacobs added that the County Commission does not vote on the actual classifications; that is established and run by the State and filed with the County Clerk. Any complaints would go through the committee and if not resolved by the committee would then go to Circuit Court.

Mr. Stone suggested that County Counsel be consulted regarding the possibility of two commissioners serving in different capacities on the committee. Mr. Andrade advised that the quicker the committee is set the faster they can get moving on the classifications.

Commissioner Hege asked how the State certifies. Mr. Andrade replied that the homeowner will receive a letter from the State with their classification and paperwork to certify that they have complied. It is an honor system.

Chair Runyon asked Mr. Jacobs to report on the state of the Government Flat Complex Fires. Mr. Jacobs stated that there are 350 firefighters left on the line; the land is being patrolled to identify hotspots – patrols will continue for the remainder of the summer until the fall rains begin. Tent city is being dismantled. Four homes and nine outbuildings were lost; he is not aware of the zoning for those structures but suspects they were in a high density or extreme high density zone.

Commissioner Hege asked how they document what zones those buildings were in. Mr. Jacobs replied that several years ago there was an effort to go out in the county and map all the buildings they could find. That information proved critical in fighting this fire. When the structures burned the information could then be provided to the Planning Department.

Commissioner Hege asked for the total final cost of the fire. Mr. Jacobs said that is still being assessed but it is currently estimated at over \$14 million. He reported that his agency has expended all their allocated funds as well as insurance; the legislature will have to look at refunding from their emergency funds. Commissioner Hege inquired if there would be Federal funding available. Mr. Jacobs replied that it was declared an FEMA event which should cover 75% of the costs.

Agenda Item – Agora Platform

Aaron James, Investment Platform Manager for MCEDD, came forward to review the Agora Program. He compared the platform to the merging of an online real estate search platform and an online match-making service with the purpose of connecting financial capital with community development projects. He explained that capital providers struggle to identify opportunities in a large area. The Agora Platform will allow them to list their criteria for funding and match them to projects that meet that criteria. Communities can enter their project criteria into the system to locate possible funding. After reviewing the remainder of the presentation included in the Board Packet, Mr. James requested a letter of support for the Agora Platform; he offered to provide a draft from which the Board could work.

Chair Runyon asked if the funding was only for government projects. Mr. James replied that they have also expanded to non-profits but that the program is not intended to find funding for private start-up businesses.

*****The Board was in consensus to provide a letter of support for the Agora Program and asked Mr. James to provide a draft letter for them to modify.*****

Agenda Item – Public Health Contracts

Public Health Director Teri Thalhofer came forward and explained that the 2013-14 NCPHD – NCESD Healthy Families Contract is to provide screenings for Head Start. She added that this is the third year they have done this for the ESD. Mr. Stone noted that there is no indemnification language in the contract and while it may be better to not have that language, it should be reviewed again by County Counsel.

{{{Commissioner Hege moved to approve the 2013-14 Healthy Families and Health Screening Agreement between North Central Public Health District and the North Central ESD Early Education pending review by District Attorney Nisley. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Thalhofer explained that Amendment 1 to the Clinical Affiliation Agreement for 2012-2013 is to support the nursing program offered at Columbia Gorge Community College. Currently, Public Health does not hire associate nurses as they do not receive training for population health. Part of the work will be around accreditation.

{{{Commissioner Kramer moved to approve Amendment 1 to the Clinical Affiliation Agreement for the Nursing & Health Occupation Programs. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Thalhofer announced that she would be on leave until September 16th; Kathi Hall will be in charge in her absence.

Chair Runyon asked for an assessment of the Health Department's performance during the fire. Ms. Thalhofer reported that overall things had gone well. She stated that it took a long time to get the air quality monitoring equipment to Dufur and that it was clear that the incident command system did not understand the role of County entities in the fire response. She said that Public Health has already been in communication with their partners at the State level to educate State workers on how to work with local officials. She added that messaging through social media went very well; she was often able to get information through social media more quickly than through staff reporting. She concluded by

saying they will continue to work to educate the public regarding the importance of a 72 hour kit for emergencies.

Agenda Item – Social Media Policy

Mr. Stone stated that the County has been circling around social media, not knowing whether or not they want to engage. He reported that a policy was developed a year ago but follow-through was dropped as interest waned. A County department has now expressed an interest in moving forward; the policy has been re-evaluated, revised and reviewed by the management team. Youth Think and Juvenile Services are already using social media. This policy will standardize the process which will be managed by Information Systems and allow for review so the County can make sure they are being maintained and contain appropriate communication.

Chair Runyon asked if their personal pages would be covered by this policy. Mr. Stone replied that that is not the intent. Commissioners' pages for their constituents are not overseen by the County.

{{{Chair Runyon moved to approve the Wasco County Social Media Policy. Commissioner Kramer seconded the motion which passed unanimously.}}}

Keith Mobley, with OPB, stated that he is looking for ideas for stories in counties throughout Oregon that will highlight good work that is being done. He noted that the Outreach Team from Wasco County has been very effective and would make a good story. He asked that the Board think about other projects/programs in Wasco County that could be highlighted; he asked that they bring those ideas to him for exploration.

Agenda Item – Wasco County Roads Advisory Committee Report

Chuck Covert, Chair of the WCRAC, came forward to review the report included in the Board Packet. He stated that they have held 17 public meetings throughout the county and found that most people were complimentary towards the Wasco County Road Department. He related that the good will that is generated by the Road Department's work has made it much easier to connect with the public. The WCRAC set four goals – public education, gathering feedback, identifying short term solutions and identifying long term solutions.

Mr. Covert went on to say that the main long term solutions they had identified were vehicle registration fees, transportation impact fees and the formation of a road district. He explained that neither fee option on its own would entirely make

up for the deficit while the road district could. However, the road district is the most difficult solution to bring to fruition. He said the other alternative is to do nothing which would result in the deterioration of the County road system. He stated that 30-40 miles of road need to receive maintenance each year; Wasco County Public Works is currently able to maintain only 17 miles each year.

Public Works director Marty Matherly added that the AOC has offered technical assistance in forming a road district, instituting a registration fee and identifying a transportation impact fee.

Chair Runyon applauded the work done by the WCRAC. He asked to hear from other members of the WCRAC present. Several members voiced their support of the three main long-term solutions, with support varying among the members for each of the three solutions being presented.

Further discussion ensued regarding the pros and cons of each of the three solutions. Keith Mobley revealed that he had talked to Lee Weinstein, a professional marketer, about the challenges being faced by the Committee in bringing a solution to a successful conclusion. He related that Mr. Weinstein has volunteered his services to assist the County in getting the message out to the public. He added that he is gratified to see the work being done in conjunction with the City of The Dalles to meet a shared goal.

City Manager Nolan Young added that he likes the idea of user fees and believes that is the direction to go. He stated that it would not be good for either the City or the County to have competing ballot measures. He added that while impact fees may not meet all needs, it merits exploration.

Mr. Covert stated that the agricultural community and haulers use the roads and do the most damage. The challenge will be tracking them, charging and implementing the fees; it would not be desirable to create another level of government.

Chair Runyon said he was not comfortable with the idea of zeroing in on one industry. Mr. Covert replied that they looked at them because they do the most damage; whatever is decided will have to be brought to the voters and the County will need help to make their case.

Further discussion ensued regarding next steps. The WCRAC asked for direction from the Board. Chair Runyon stated that he thought the report should go to the

City Council for feedback. Commissioner Hege added that the report should also go to the public; it should be distributed as widely as possible. In addition he said that he would like to see more detail developed for the two fees being considered – all this activity will help support a transparent process. Chair Runyon added that Mr. Stone and a Commissioner should meet with Mr. Weinstein to explore how best to make their case to the public.

*****The Board was in consensus to hold two public hearings regarding proposed solutions to the funding deficit for road repair and maintenance; one to be held in southern Wasco County and both to be held in the evening.*****

Commissioner Kramer said that the WCRAC should continue to work with the AOC. Chair Runyon said work toward transferring roads to the City of the Dalles will continue.

Mr. Stone asked if another joint meeting with the City should be scheduled. Commissioner Hege stated that he thinks that should wait until after public hearings have been held so their feedback can be part of the discussion with the City.

Chair Runyon summarized saying that next steps would be more research by the committee, public hearings, and a joint meeting with the City all to be completed by the end of November to allow for something to be placed on the ballot in May.

Department Heads – Fee Waiver

Planning Director John Roberts came forward to present a fee waiver request from Ms. Ratenbury for a septic tank in the scenic area. The septic tank is attached to her rental property and she is asking that the \$500 fee be waived, stating that were her property not in the scenic area the fee would not apply.

Chair Runyon asked if the applicant suffers from a disability or financial hardship. Mr. Roberts said that she did not indicate that on the application. Commissioner Hege asked if this is someone for whom the County has previously waived fees. Mr. Roberts replied that he was not aware of any waivers being granted to this applicant.

Chair Runyon observed that it seems the County is heading down a road where all fees in the scenic area will be waived; the County is required by federal law to review these. Commissioner Hege agreed.

Mr. Roberts noted that these issues will be addressed by planned code revisions; parameters will be established for granting waivers.

Chair Runyon pointed out that although they have previously granted waivers in the scenic area, the applicants had presented with mitigating circumstances; that is not the case in this instance.

Mr. Roberts stated that he would probably recommend not granting the waiver.

Commissioner Hege stated that he understands the frustration of living in the scenic area, but the County is still required to do the work.

Mr. Stone noted that this is a planning specific fee and there is another fee for the septic system. Mr. Roberts affirmed that statement.

{{{Commissioner Hege moved to waive half the permit fee for Ms. Ratenbury, not including the \$71.00 state fee. Commissioner Kramer seconded the motion. Commissioners Hege and Kramer voted aye, Chair Runyon voted no. Motion passed.}}}

Mr. Roberts went on to propose fee waivers or reductions for those wishing to rebuild structures lost to the recent Government Flat Complex Fire. He stated that the owners have one year to replace the structures – 4 homes and 9 outbuildings were destroyed. GIS Coordinator Tycho Granville has already created a file and the Planning Department plans to send out a mailing to inform everyone in the area. He reported that one homeowner has already come in for a replacement permit; while the applicant's parcel is legal, his dwelling is not. The Planning Department is trying to find a way to work with him so he can rebuild. A typical review would be about \$2,000 with no guarantee of approval. In the context of this unfortunate situation, Mr. Roberts suggested that the Board may want to issue a blanket waiver for fire victims – a complete waiver for Type I reviews and a partial waiver for Type II reviews.

Further discussion ensued regarding the logistics of how a waiver might be applied. Mr. Stone pointed out that waiving the fee would encourage homeowners to come in and apply rather than the County having to prosecute illegal structures that were not permitted.

Commissioner Hege observed that it will be difficult if someone comes in who lost an illegal dwelling and the County has to deny them a permit to rebuild. He added that he does not have a problem with waiving fees for fire victims.

Mr. Roberts assured the Board that his department would do everything possible to work with the victims to allow them to rebuild.

Chair Runyon stated that his inclination was to waive half the fee but felt homeowners would come in asking for the entire fee to be waived. Mr. Roberts suggested that they could waive $\frac{3}{4}$ with no possibility for further reductions.

{{{Commissioner Hege moved that due to the emergency created by the Government Flat Complex fire that planning fees for those homes and accessory buildings identified by ODOF as destroyed by the fire would be reduced by 75%. Commissioner Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 8.21.2013 BOCC Session Minutes

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

Discussion List – AOC District 3 Meeting

Commissioner Hege reported that he has been quoted a price of \$12 a head to provide lunch for the AOC District 3 Fall Meeting at the Young Life facility. Ms. White stated that she had been in touch with CGCC to arrange for their board room in the event that the Young Life facility did not work out. She asked to release the room so the College could allow someone else to use the space. Commissioner Hege said that he would confirm by the end of the day.

Chair Runyon adjourned the session at 12:35 p.m.

Summary of Actions

Motions Passed

- **Declare an emergency and exempt the process for repairs made necessary as the result of flooding from competitive bidding based on Section 15 #20 of the Wasco County Contracting Rules.**

- **Approve the State of Oregon Department of Administrative Services Publishing and Distribution Intergovernmental Agreement for Document Publishing, Processing and Delivery.**
- **Approve the Klickitat Veterans Services IGA with the additional indemnification language, removal of the requirement for receipts, additional requirement for quarterly reports, and the removal of “Hood River” from the name of the Veterans Service Office.**
- **Approve Resolution #13-013 approving the interlocal agreement between Klickitat County and Wasco County for Veterans Services.**
- **Approve the 2013-14 Healthy Families and Health Screening Agreement between North Central Public Health District and the North Central ESD Early Education pending review by District Attorney Nisley.**
- **Approve Amendment 1 to the Clinical Affiliation Agreement for the Nursing & Health Occupation Programs.**
- **Approve the Wasco County Social Media Policy. Commissioner Kramer seconded the motion which passed unanimously.**
- **Waive half the permit fee for Ms. Ratenbury, not including the \$71.00 state fee.**
- **Due to the emergency created by the Government Flat Complex fire that planning fees for those homes and accessory buildings identified by ODOF as destroyed by the fire would be reduced by 75%.**
- **Approve the Consent Agenda – 8.21.2014 BOCC Regular Session Minutes.**

Consensus

- **Send the letter of support for the North Wasco County People’s Utility District’s Freedom Project.**

- **Send a letter in support of H.R. 1526 to Congressmen Doc Hastings and Peter DeFazio, Chairman and Ranking Member of the House Natural Resources Committee.**
- **Product Tasting Planning Committee should remain intact – Chair Runyon, Ms. Rogers, and Mr. Stone – with the addition of Commissioner Kramer and pending Ms. Roger’s consent to serve on the committee.**
- **Provide a letter of support for the Agora Program.**
- **Hold two public hearings regarding proposed solutions to the funding deficit for road repair and maintenance; one to be held in southern Wasco County and both to be held in the evening.**

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Consent Agenda Item
Linns Mill Road Vacation

- [Memo](#)
- [Order #13-129 Vacating a portion of Linns
Mill Road](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: ROAD VACATION
DATE: 9/11/2013

BACKGROUND INFORMATION

At the 6.5.2013 Session the BOCC passed an order directing Roads Master Marty Matherly to produce a report in response to a petition submitted for vacating a portion of Linns Mill Road.

At the 9.19.2013 Session the BOCC Mr. Matherly presented his report and the Board moved to grant the road vacation. However, there was not an order supporting the motion. This order formalizes the motion that was passed at the 9.19.2013 session.

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

IN THE MATTER OF VACATING A PORTION)	
OF LINNS MILL PUBLIC ROAD #3057,)	O R D E R
IN SECTION 21, T.5S, R11E, W.M. IN)	#13-129
WASCO COUNTY, OREGON.)	

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 Petition, attached and by this reference incorporated herein, has been duly filed with this Board seeking the vacation of the below described Road; That upon initiation of these proceedings by said petition the County Road Official was directed by this Board to prepare and file with this Board a written report describing the ownership and uses of the Road and a determination of whether the vacation would be in the public interest; That said report, attached and by this reference incorporated herein, has been received by this Board; and

////

IT FURTHER APPEARING TO THE BOARD: That as provided in ORS 368.351 because the report indicates that the County Road Official's assessment is that the vacation is in the public interest and these proceedings were initiated by petition under ORS 368.341 that contained the acknowledged signatures of owners of 100% of any private property proposed to be vacated and acknowledged signatures of owners of 100% of property abutting any public property proposed to be vacated approving the proposed vacation hearing in this matter may be dispensed with and vacation of the subject road ordered.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the following described Road located in Wasco County, Oregon, be and is hereby declared vacated, with the following conditions:

PORTION OF LINNS MILL PUBLIC ROAD

LEGAL DESCRIPTION

That portion of Linns Mill Public Road beginning at a point in the east line of Section 21, T.5S, R11E., W.M. thence running westerly through said section 21 to a point in the easterly boundary of Mr. Hood National Forest.

- a. 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.
- b. Dodge Trust, 53053 Endersby Road, Pine Grove, Oregon will be responsible and bear all costs for installing and and maintaining a gate at the property line between Mt. Hood National Forest and Dodge Trust property.

- c. Dodge Trust, 53053 Endersby Road, Pine Grove, Oregon, will be responsible and bear all costs for granting Level 3 Commutations a utility easement for ingress, egress and maintenance of their fiber optic facility.

DATED this 18th day of September, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

Scott C. Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Agenda Item
Youth Services Contracts & Budget Adjustment

- [Oregon DOE IGA](#)
 - [Budget Adjustment](#)
- [Medicaid IGA Amendment](#)

Youth Services Item
Oregon DOE IGA & Budget Adjustment

- [Cover Letter](#)
- [State of Oregon Department of Education](#)
[Youth Development Division 2013-2014](#)
[County Intergovernmental Agreement #](#)
[9908](#)
- [Finance Manager's Statement](#)
- [Resolution #13-014 Accepting &](#)
[Appropriating Unanticipated Funds in the](#)
[Amount of \\$19,678.00](#)



ROB S. SAXTON
Deputy Superintendent of Public Instruction

September 3, 2013

Molly Rogers, Youth Services Director
Wasco County
205 East 5th Street
The Dalles, OR 97058

Dear Ms. Rogers:

Enclosed please find Contract #9908 with Wasco County. If the terms of the Contract are acceptable please sign on page 2.

Please return the Contract at your earliest convenience, preferably within seven (7) business days. When all required signatures have been obtained, a copy of the fully executed Contract will be provided to you.

Please contact me immediately if you have any questions or concerns regarding the Contract or its process.

Respectfully,

Lisa Kennedy-Reid
Procurement Assistant
Office of Finance & Administration
Oregon Department of Education
Phone: 503-947-5848
Fax: 503-378-5156
Email: lisa.kennedy-reid@state.or.us

Enclosure

**STATE OF OREGON
DEPARTMENT OF EDUCATION
YOUTH DEVELOPMENT DIVISION
2013-2014 COUNTY INTERGOVERNMENTAL AGREEMENT**

This 2013-2014 County Intergovernmental Agreement (this "Agreement") is entered into by and between the State of Oregon, acting by and through its Department of Education, Youth Development Division ("Agency"), and Wasco County, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, section 21, chapter 37, Oregon Laws 2012, as amended by section 23, chapter 37, Oregon Laws 2012 and Section 4 of HB 3231 (2013), authorizes Agency to enter into performance-based intergovernmental agreements with regional and county entities for the provision of youth development programs, services and initiatives to school-age children through youth 20 years of age in order to support educational success, prevent criminal activity and reduce high risk behaviors;

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes;

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes; and

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.** Upon signature by all applicable parties, this Agreement shall be effective on the later of July 1, 2013 or (b) when required, the date this Agreement has been approved by the Department of Justice, regardless of the date the Agreement is actually signed by all other parties. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2014**.
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	Funding Area Descriptions
Exhibit C	Award
Exhibit D	Special Terms and Conditions
Exhibit E	General Terms and Conditions
Exhibit F	Standard Terms and Conditions
Exhibit G	Required Federal Terms and Conditions

Exhibit H Juvenile Crime Prevention
Exhibit I Community Schools
Exhibit J Casey Partnership

County, by execution of this Agreement, hereby acknowledges County has read this Agreement, understands it, and agrees 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 DEPARTMENT OF EDUCATION,

By:

Name: _____
Title: Director of Procurement Services
Date: _____

**WASCO COUNTY
ACTING BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

By:	
Name:	
Title:	
Date:	

STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE

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EXHIBIT A DEFINITIONS

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

1. **"Activity" or "Service"** means an activity or service falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
3. **"Agency"** has the meaning set forth in the first paragraph of this Agreement.
4. **"Allowable Costs"** means those costs that are reasonable and necessary for the implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
5. **"Claim"** has the meaning set forth in Section 4 of Exhibit F.
6. **"Agreement"** means this 2013-2014 County Intergovernmental Agreement.
7. **"County"** has the meaning set forth in the first paragraph of this Agreement
8. **"Federal Funds"** means all funds paid to County under this Agreement that Agency receives from an agency, instrumentality or program of the federal government of the United States.
9. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.
10. **"Funding Area Description"** means the description of a Funding Area set forth on Exhibit B.
11. **"Misexpenditure"** has the meaning set forth in Section 1 of Exhibit E.
12. **"Plan"** means the County's most recently adopted Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference.
13. **"Provider"** has the meaning set forth in section 5 of Exhibit E. As used in a Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
14. **"Underexpenditure"** has the meaning set forth in section 1 of Exhibit E.

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**EXHIBIT B
FUNDING AREA DESCRIPTIONS**

1. **Youth Investment.** Youth Investment activities are described in OAR 423-008-0005.
2. **Juvenile Crime Prevention (JCP).** JCP services are described in Exhibit H.
3. **Community Schools.** Community Schools activities are training and technical assistance to promote the development and implementation of a network of community schools, as further described in Exhibit I.
4. **Casey Partnership.** Casey Partnership activities are activities to safely and equitably reduce the number of children in foster care, as further described in Exhibit J

[The balance of this page is intentionally left blank.]

**EXHIBIT C
AWARD**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Youth Investment		\$19,678.00	93.667
2. JCP Prevention	\$22,500.00		
3. Community Schools			
4. Casey Partnership			93.658

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in each of the specified Funding Areas. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX block grant funds, CFDA Number 93.658 specifies Title IV-E Foster Care.

[The balance of this page is intentionally left blank.]

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Special Restrictions on Expenditure of Award.** In addition to any other restriction or limitation on County's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in OAR 423-009-0020 and 423-009-0010 and, with respect to Activities within a specific Funding Area, the limitations set forth in 423-009-0005 and 423-008-0005. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.
2. **Carryover.** Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with OAR 423-009-0010, County may retain and expend in accordance with 423-009-0010, financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section that is not expended within 90 days after the termination of this Agreement shall be deemed Underexpenditure subject to recovery under Section 1 of Exhibit E.
3. **Reporting.** In accordance with OAR 423-009-0010, County shall submit such fiscal and activity reports to Agency on the Activities and Services funded with financial assistance provided under this Agreement, as Agency may reasonably request from time to time..

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EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement, Use and Recovery of Award.

a. Disbursement and Use Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with OAR 423-009-0010 on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only (i) if properly expended, in accordance with terms and conditions of this Agreement, prior to the termination of this Agreement or (ii) if otherwise authorized in writing by Agency pursuant to this Agreement. County shall use disbursed financial assistance for the purposes allowed in this Agreement. County shall not be obligated to provide a level of Activities or Services in Funding Areas beyond the financial assistance provided by Agency.

b. Conditions Precedent to Disbursement. Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
- (ii) No default as described in Section 8 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 disbursement with the same effect as though made on the date of disbursement.
- (iv) All other conditions to disbursement set forth in this Agreement have been satisfied.

c. Recovery of Award.

- (i) **Notice of Underexpenditure or Misexpenditure.** In the event of Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination, other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or
- (b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.
- (d) The term "Misexpenditure" does not include any County payments or expenditures that are:
 - (A) Made pursuant to Oregon Administrative Rules;
 - (B) Made with Agency's written discretion or approval; or
 - (C) Consistent with the local plans submitted by County and approved by the Agency.
- (e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification or applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c(i)(d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments.

In the event of an Underexpenditure or a Misexpenditure, Agency shall provide to County notice thereof.

- (ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 90 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:
 - (a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or
 - (b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or

- (c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c(iii) below.

The Agency shall not require County to perform additional services to be paid from the Underexpenditure. If County fails to respond within the time required under Section 1.c(ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

- (iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

(a) Appeal from Agency-Identified Underexpenditure or Misexpenditure.

If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c.(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

- (b) Appeal from Federal-Identified Misexpenditures.** In the event that the notice of Misexpenditure is based on a federal determination of an improper use of federal funds or a federal notice of disallowance and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use or notice of disallowance, then County may request that Agency appeal the

determination of improper use or notice of disallowance in accordance with the process established or adopted by the federal agency. If County so requests that Agency appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of the County, be retained by the County or returned to Agency pending the final federal decision resulting from the initial appeal. County and Agency shall cooperate with each other in pursuing the appeal. Agency shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. In the event that the Grant Appeals Board or its equivalent denies the appeal Agency may, in its sole discretion, either pursue further appeals in cooperation with County, or notify County that it will recover the Misexpenditure from future payments pursuant to Section 1.c(iv) below. County may choose to pursue any further appeals that might be available to it, and Agency will participate to the extent it determines, at its sole discretion, that its further participation is reasonable and practical. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to Agency the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to Agency or directing Agency to withhold future payments pursuant to Section 1.c.(iv) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to Agency the interest, if any, charged by the federal government on such amount.

- (iv) **Recovery From Future Payments.** To the extent that Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset, unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts

currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure. Consistent with Section 1.c.(v)(d), nothing in this Section 1.c.(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

(v) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.

(a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(b) If the exercise of the Agency'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.

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

(d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.

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

(vi) Modification of Award. In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 90 calendar days of the noticed modification.

2. County Representations. County represents to Agency as follows:

a. 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.

b. Due Authorization. The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County 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 County's charter or other organizational document and (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 County is a party or by which County 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 County of this Agreement.

- c. **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.
- d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.
- e. **Activities or Services.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.
- f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. Agency Representations. Agency represents to County as follows:

- a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency 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 and (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 Agency is a party or by which Agency 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 Agency of this Agreement, other than approval by the Department of Justice if required by law.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- d. **Cumulative Representations and Warranties.** The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

4. **Expenditure/Obligation of Award.** County may expend the financial assistance provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.
- b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area.
- c. County may not use financial assistance 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 of this Agreement.

5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder as Agency may reasonably request from time to time. The reports shall be prepared and submitted in accordance with OAR 423-009-0010.

6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and such subcontractors shall also be considered Providers 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 services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements and to determine whether Plan and

other performance goals are being achieved. County shall ensure and require by contract that Providers which expend \$500,000 or more in federal funding during the fiscal year relevant to this Agreement have a single, comprehensive and independent audit with respect to such funds for that fiscal year. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 120 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. Records Maintenance, Access and Confidentiality.

- a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions. County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.
- b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.
- c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.
- d. **Confidentiality of Client Information.**
 - (i) All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- (ii). The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (iii) Agency, Contractor and any subcontractor will share information as necessary to effectively serve Agency clients.

9. 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 Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance 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).

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

- a. Agency 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 Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement in its entirety or may terminate its obligation to conduct Activities or provide Services in a particular Funding Area described in the Award:

- (i) At its sole discretion upon 60 days advance written notice to Agency, or
- (ii) Upon 30 days advance written notice to Agency, if Agency 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; or
- (iii) Upon 45 days advance notice to Agency, 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 reasonable exercise of its administrative discretion; or
- (iv) Immediately upon written notice to Agency, 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. Agency Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Funding Area described in the Award:

- (i) Upon 60 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
- (ii) Upon 45 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 45 days from the date the action is taken.
- (iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the

Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance 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 Agency 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 conduct an Activity and or 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 conduct that Activity and or deliver the Service. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

12. Effect of Termination

- a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.
- b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency 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 Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.
- c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County

under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency 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 Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

- d. **Survival.** Termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement, or Activities conducted or Services performed, prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. Modification of Award. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1(b)(v) of this Agreement.

14. Resolution of Disputes over Additional Financial Assistance Claimed by County. If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than

the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below.

15. Resolution of Disputes, Generally. In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies available under this Agreement or otherwise available at law or in equity.

EXHIBIT F
STANDARD TERMS AND CONDITIONS

1. 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, or mailing the same, postage prepaid to County or Agency 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. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Business Services Office at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Board of County Commissioners Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: Department of Education, Youth Development Division
Iris Bell, Director
775 Court ST NE
Salem, OR 97301
Voice: 503-373-1283
Facsimile: 503-378-6250

Notices to County: Molly Rogers, Youth Services Director
Wasco County
205 East 5th Street
The Dalles, OR 97058
Email: nmollyr@co.wasco.or.us
Phone: 541-503-2667

2. 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.

3. 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.

4. 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 the parties 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 of proper jurisdiction. THE PARTIES BY EXECUTION

OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURT. Except as provided in this section, neither party waives 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 other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

5. Compliance with Law. Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities and or delivery of Services. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. 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 and Agency, that employ subject workers who conduct Activities 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 by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

6. Assignment of Agreement, Successors in Interest.

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

7. No Third Party Beneficiaries. Agency 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 Agency to assist and enable Agency 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.

8. 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.

9. Amendment. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

10. 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.

11. Construction. This Agreement is the product of negotiations between representatives of Agency and representatives of County. 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.

12. Contribution. 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.

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.

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.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO SECTION 12 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.

14. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, Agency will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the activities or services under this Agreement. With respect to that portion of the intellectual property that the county owns, County grants the Agency 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 use, reproduce, distribute, perform, and display works subject those intellectual property rights, and create derivative works thereof, (ii) authorize third parties to exercise the rights set forth in Section 14.a.(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 14.a.(i).
- b. If state or federal law requires that the Agency or County grant to the United States a license to any intellectual property, or if state or federal law requires that the Agency or the United States own the intellectual property, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or the Agency. To the extent that the Agency becomes the owner of any intellectual property created or delivered by County in connection with the services or activities under this Agreement, the Agency 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, reproduce, distribute, perform, and display works subject to those intellectual property rights, and create derivative works thereof.
- c. County shall include in its Provider Agreements terms and conditions necessary to require that Providers execute such further documents and instruments as Agency may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

15. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. 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.

16. Time is of the Essence. The parties agree that time is of the essence under this Agreement.

EXHIBIT G

REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements to comply with applicable federal law otherwise in this Agreement, including but not limited to Section 5 of Exhibit F, County shall comply with and shall require all Providers by contract to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. County shall comply and require all Providers by contract to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the conduct of Activities. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers by contract to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) Executive Order 11246, as amended, (d) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (e) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (f) the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L.109-282), provisions of which include but may not be limited to a requirement for County and/or Providers to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the Central Contractor Registration (CCR) database, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to conduct Activities in violation of 42 USC 14402.

2. Title XX Block Grant Funds. When utilizing Title XX block grant funds, County shall comply and require all Providers by contract to comply with the additional federal requirements applicable to Title XX block grant funds in 42 USC 1397 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 96, and the limitations on the uses of Title XX grants in 42 USC 1397d.

3. Title IV-B2 Family Support Services Funds. When utilizing federal Title IV-B2 Family Support Services funds, County shall comply and require all Providers by contract to comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.

4. Cost Principles. With respect to federal funds, if any, received by County under this Agreement from the sources identified in sections 2 through 3 above, County shall comply and require all Providers by contract to comply with the cost principles determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments." Federal funds, if any, received by County under this Agreement from the sources identified in sections 2 through 3 above are subject to the audit requirements under the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If applicable, County shall comply and shall require all Providers by

contract to comply, with the audit requirements and responsibilities set forth in OMB Circular A-133.

5. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Agency of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶14.c.

6. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). County shall include and cause all Providers to include in all contracts with Providers receiving more than \$100,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section. OMB Circular A-102, ¶14.i.

7. Energy Efficiency. County shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶14.j.

8. Truth in Lobbying. The County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Providers, subrecipients and subcontractors shall certify and disclose accordingly.

d. The County is solely responsible for all liability arising from a failure by the County to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Agency for any damages suffered by the Agency as a result of the County's failure to comply with the terms of this certification to the extent permitted by law.

This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. HIPAA Compliance. If the Activities and or Services funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declare itself a "covered entity" under HIPAA, County agrees to conduct the Activities and or Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Providers to comply with the following:

a. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

b. Data Transactions Systems. Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.

c. Consultation. If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.

10. Resource Conservation and Recovery. County shall comply and require all Providers by contract to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

11. Debarment and Suspension. County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority

other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

12. ADA. County shall comply and require all Providers by contract to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities.

13. Pro-Children Act. County shall comply and require all Providers by contract to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

[The balance of this page is intentionally left blank.]

EXHIBIT H
JUVENILE CRIME PREVENTION

I. **Definitions.** In addition to the Definitions of Exhibit A of this Agreement, the following words and phrases shall have the indicated meanings in this Exhibit H:

1. **"Client"** means any individual who receives a Service.
2. **"Diversion Services"** means services outlined in the Plan and provided under a separate contract with OYA for Diversion Services.
3. **"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.
4. **"JCP Basic Services Funds"** means funds provided under a separate contract with OYA for JCP Basic Services.
5. **"JCP Basic Services"** or **"Basic Services"** means services outlined in the Plan and provided under a separate contract with OYA for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
6. **"JCP Funds"** means funds provided under this Agreement for JCP Services.
7. **"YDC"** means the Youth Development Council
8. **"JJIS"** is the Juvenile Justice Information Systems operated by OYA and the Oregon counties.
9. **"Juvenile Crime Prevention Services"** or **"JCP Services"** means services outlined in the Plan and provided under this Agreement to youth who are at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning; failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.
10. **"OYA"** means the Oregon Youth Authority.
11. **"Plan"** means the County's Local Coordinated Comprehensive Plan approved by YDC, the provisions of which are incorporated herein by this reference.
12. **"Service"** for purposes of Juvenile Crime Prevention Program Requirements, means any JCP Service or group of related services delivered as part of Plan implementation.
13. **"Target Population for Juvenile Crime Prevention Services"** means youth ages 10 to 17 targeted for Juvenile Crime Prevention in the Plan who have more than one of the following risk factors:

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

who are clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system.

II. GENERAL TERMS AND CONDITIONS. In addition to the other terms and conditions of this Agreement, County shall comply and, as indicated, require all Providers by contract to comply with the following:

1. Conditions Precedent to Disbursement. Agency's obligation to disburse JCP Funds to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. County is in compliance with ORS 279B.200, 279B.230 and 279B.235.
- b. Agency has received a written quarterly JCP disbursement request from County on a form designated by Agency.
- c. With respect to each disbursement, Agency has received from County all reports required by Section II(3) of this Exhibit H to be submitted to Agency on or prior to the date of disbursement request.
- d. The JCP disbursement request is received no later than 60 days after the termination of this Agreement.

2. Expenditure/Obligation of Award. County may expend the JCP Funds provided to County under this Agreement solely on Allowable Costs necessarily incurred to provide Services during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. No more than 10% of the JCP Funds paid under this Agreement to County shall 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 JCP disbursements pursuant to this Agreement. County shall record Administrative Costs on forms provided by the Agency.
- b. County may expend JCP Funds solely on JCP Services, unless a waiver has been approved by Agency.
- c. County shall maintain previous levels of JCP Services funding for the Target Population or shall not reduce such levels of JCP Services funding by an amount greater than the Target Population's proportional share of reductions of County revenue.

County must transfer all JCP Funds received under this Agreement to its Juvenile Department for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement.

3. Reports. County shall submit to Agency, on forms designated by Agency, the following written reports:

- a. Youth risk need and interim review information will be required on the Services delivered to youth with JCP Funds at such frequency as may be requested by the Agency.
- b. During the term of this Agreement, a quarterly written detail expenditure report on the County's expenditures of JCP Funds during the prior calendar quarter.
- c. No later than 60 days after the termination of this Agreement, a written detail expenditure report on the County's expenditure of JCP Funds during the 2013-2014 Fiscal Year

III. REQUIRED FEDERAL TERMS AND CONDITIONS. In addition to the Required Federal Terms and Conditions of Exhibit G, County shall comply and, as indicated, require all Providers by contract to comply with the following federal requirements:

1. Federal Fund Accountability and Transparency Act. County shall require by contract that all Providers receiving federal funding with a total value of \$25,000 or more under this Agreement have a Data Universal Numbering System (DUNS) number and register in the Central Contractor Registration (CCR) system. County may not sub-grant Award funds of \$25,000 or more to a Provider unless the Provider has a DUNS number and is registered in the Central Contractor Registration system.

IV. JUVENILE CRIME PREVENTION PROGRAM REQUIREMENTS.

1. Plan.

a. Plan Implementation.

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency.

b. Amendment to Plan.

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and

Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (60) days from the effective date.

2. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. 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 guardian 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.

4. Outcomes. County shall target its Juvenile Crime Prevention Services to the Target Population for Juvenile Crime Prevention and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below Discretionary Bed Allocation. The specific targets for high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

5. Evaluation

a. County shall furnish Agency with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and expenditure of the funds therefore paid to County hereunder, in such format and at such frequency as may be reasonably requested by Agency or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce, use and disclose all or any part of such data, information or reports furnished under this Agreement.

b. County agrees to produce screening and assessment data as required by the Agency in such form and at such times as Agency may reasonably request.

c. In addition to the other reporting requirements of this Agreement, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

d. If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services, Agency shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services portion of the Plan may be improved. If, upon review, Agency determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Agreement, Agency may notify 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 Agency right arising out of County's default, as described in Exhibit E.

6. Evidence-Based Programs. County shall work with Agency 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 as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement.

7. Records Maintenance, Access and Confidentiality. County shall maintain and shall require all Providers by contract to maintain a Client record for each youth that receives a Service.

[The balance of this page is intentionally left blank.]

EXHIBIT I COMMUNITY SCHOOLS

The Community Schools Initiative is designed to support academic outcomes by delivering a comprehensive set of school-based (or linked) services and activities that address learning barriers and support student achievement. The current program serves elementary and middle school youth with a focus on students who are at risk of academic failure

Academic support and enrichment activities include homework and individualized instruction, service learning, group/club activities, access to health and social services, adult education, parent engagement, culturally specific services and early childhood to kindergarten transition support.

Site community coordinators oversee extended day programming including recruitment of volunteers and community partners, engaging parents, working with teachers to recruit at risk students, and organizing/scheduling classes and activities.

**EXHIBIT J
CASEY PARTNERSHIP**

Casey Partnership Foster Care Reduction Goals:

1. Safely reduce children in foster care.
2. Increase relative placements.
3. Reduce children entering care.
4. Increase foster care exits.
5. Reduce the disproportionality index for Native and African American children.
6. Maintain or reduce child abuse/neglect (CAN) recurrence rate

Date	09/09/2013	Department	YOUTH
Amount Requested	19,678.00	Requested By	MOLLY ROGERS
Description of Need	THE YOUTH FUNDS WERE ELIMINATED DURING LEGISLATION. LATER ADDED BACK FOR CONTINUITY OF SERVICES AFTER WASCO COUNTY ADOPTED THEIR BUDGET.		
Exp	Line Item In:		
	Line Item Out: 232.24.5232.52435 CONTRACT SRVCS- YOUTH INVES		
Grant	Rev Line Item: 232.24.5232.413.917 YOUTH INVESTMENT 93.667		
	Exp Line Item:		
Signature	MONICA MORRIS		

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

IN THE MATTER OF ACCEPTING AND)	
APPROPRIATING UNANTICIPATED STATE)	RESOLUTION
OF OREGON DEPARTMENT OF EDUCATION)	#13-014
YOUTH DEVELOPMENT DIVISION FUNDS)	
IN THE AMOUNT OF \$19,678.00 FOR THE)	
2013-2014 FISCAL YEAR)	

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 at the time of the adoption of the 2013-2014 Budget Document Wasco County's Youth Services Department did not anticipate that Youth Funds that were eliminated during legislation would be added back for continuity of services during said Fiscal Year; and

IT FURTHER APPEARING TO THE BOARD: That the Wasco County Youth Services department will receive \$19,678.00 in unanticipated State Department of Education funds for services during Fiscal Year 2013-2014.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$19,678.00 in unanticipated State Department of Education funds are accepted to the Youth Services Department Account #232.24.5232.413.917 entitled "Youth Investment - #93.667" and are appropriated to the Youth Services Department Account #232.25.5232.52435 entitled "Contract Services-Youth Investment" for the delivery of services during Fiscal Year 2013-2014.

DATED this 18th day of September, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

APPROVED AS TO FORM:

Rod L. Runyon, Chair of Commission

Eric J. Nisley
Wasco County District Attorney

Scott C. Hege, County Commissioner

Steve Kramer, County Commissioner

Youth Services Item Medicaid IGA Amendment

- [Introductory Email](#)
- [Amendment 2 to Oregon Commission on
Children & Families 2011-2013 County
Health Start Medicaid Administrative
Activities Intergovernmental Agreement
WAS113-MAC](#)



Kathy White <kathyw@co.wasco.or.us>

Fwd: Signature needed for Medicaid Claim

Molly Rogers <mollyr@co.wasco.or.us>
To: Kathy White <kathyw@co.wasco.or.us>

Fri, Sep 13, 2013 at 11:19 AM

Kathy,

Can we emergency this into the meeting on the 18th? I just received about 1 minute ago.

Molly

----- Forwarded message -----

From: **HARRIS Serena * OEIB** <serena.harris@state.or.us>
Date: Fri, Sep 13, 2013 at 11:09 AM
Subject: Signature needed for Medicaid Claim
To: "mollyr@co.wasco.or.us" <mollyr@co.wasco.or.us>

Molly,

I have been working on the quarter eight (April through June 2013) Medicaid claiming. The statement for Wasco/Hood River this quarter is \$8,835 (match would be \$4,417). This makes the cumulative amount claimed for the biennium \$55,545. The IGA currently has a not to exceed amount of \$55,000. In order to be able to send Wasco/Hood River the full amount of this quarter's claim, we need to amend the IGA. I have attached an amendment to this email. Please have it signed and return to me. I will obtain the appropriate signature here and return an executed copy to you. We will then be able to send the full amount of this quarter's claim to Wasco/Hood River. Please note this is for the 11-13 biennium, this does not affect the IGA signed for the 13-15 biennium.

Your county should be receiving the statements and invoices for this quarter by close of business Monday. Please let me know if you have any questions.

Serena Harris, MBA, Grants Accountant

Shared Financial Services

Early Learning Council/Youth Development Council

775 Court St.

Salem, OR. 97301

503-378-5125

**AMENDMENT 2 TO
OREGON COMMISSION ON CHILDREN AND FAMILIES 2011-2013 COUNTY
HEALTHY START - MEDICAID ADMINISTRATIVE ACTIVITIES
INTERGOVERNMENTAL AGREEMENT WAS1113-MAC**

This Amendment Number 2 (this “Amendment”) to Oregon Commission on Children and Families 2011-2013 Healthy Start – Medicaid Administrative Activities Intergovernmental Agreement between the parties hereto and dated as of July 1, 2011 (as amended from time to time, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its State Commission on Children and Families (“Agency”) and Wasco County acting by and through its Local Commission on Children and Families (“County”). Capitalized words and phrases used but not defined herein shall have the meanings assigned to them in the Contract.

RECITALS

WHEREAS, the Agency and County wish to modify the Award set forth in Section III of the Agreement.

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. Section III, Consideration, Paragraph B, of the Agreement is hereby modified to read:

Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount for the total cost of providing Medicaid administrative activities under this Agreement is \$55,000. COUNTY shall reimburse AGENCY 50% of this amount for the State match portion.

2. Agency shall adjust the disbursement of the Award to County consistent with the change in the Award made by this Amendment.
3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. The parties hereto ratify and approve the Agreement as herein amended.

5. 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.

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

STATE OF OREGON ACTING BY AND THROUGH
ITS EARLY LEARNING COUNCIL

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

WASCO COUNTY ACTING BY AND THROUGH
ITS LOCAL COMMISSION ON CHILDREN AND FAMILIES

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

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Agenda Item
Communications Plan & After Action Report

- [Wasco County Communications Strategic Plan](#)
- [WTF After Action Report](#)

WASCO COUNTY COMMUNICATIONS STRATEGIC PLAN

I. Purpose

The purpose of this document is to develop a planning concept for the upgrade of voice, telephonic and data communications utilized within Wasco County by established emergency response agencies. The goal of this upgrade is to present a system capable of voice and data communication interoperability between law enforcement, medical, fire, public health and public works agencies, as well as to vital infrastructure utilities such as electric and water PUD's and natural gas or other home fuel providers.

In addition to the goal of total interoperability, this system would also be narrowband compliant and all hardware would conform to Project 25 standards.

This plan is to be considered a living document that is reviewed and revised as new information is available and equipment upgrades are completed. Additionally, grant funding has been allocated to develop a Communications Strategic Plan for Wasco and Hood River Counties by a commercial contractor. The plan developed by the contractor will be much more detailed and will be a supplement to this preliminary plan.

II. Background

Wasco County encompasses 2,396 square miles ranging from 98' elevation at The Dalles to 5,561' at Flag Point. Located on the eastern foothills of Mt. Hood the county has a wide variety of geography ranging from forested mountain terrain to high desert type topography with large tracts of agricultural land. The Deschutes River bisects the county creating topography adverse to direct line of sight communication.

Emergency response agencies serve 23,791 year around residents with an additional 250,000 annual visitors (Chamber of Commerce estimate). Many of these visitors share Interstate 84 with a large volume of Interstate Commerce (semi-truck) traffic. Bureau of Land Management reports that approximately 70,000 (average) visitors utilize the recreational opportunities of the Deschutes River annually.

Wasco County is home to three of fifteen critical infrastructure sites in Oregon as identified by the Department of Homeland Security. Additionally, river, rail and highway transportation of hazardous materials (including nuclear) occur regularly. Many other hazardous materials (i.e.: ammonia and others) are stored and used in large quantities at agricultural sites around the county.

Aside from the potential for terrorist (international or domestic) attack, the region is susceptible to floods, large wildfires, earthquakes and volcanic activity. Emergency response services are tasked with responding to a wide variety of incidents ranging from the everyday needs of our citizens and visitors to those that are potentially catastrophic, both in terms of loss of life as well as major property destruction and economic loss.

The Wasco County Communications Center (WCCC) is operated by the Sheriff's Office. WCCC is the Public Safety Answering Point for Wasco County. The Communications Center provides dispatch services to Wasco County Sheriff's Office including Search and Rescue, The Dalles City Police and Mid-Columbia Fire and Rescue as well as eight volunteer fire departments, three volunteer ambulance services and two volunteer first responder groups. Oregon State Police and U.S. Forest service personnel also utilize the Communications Center regularly. The Communications Center functions as an information exchange point for various other State and local agencies including Oregon Department of Transportation (ODOT), Oregon Division of Forestry (ODF), City (3 cities) and County Public Works, Center for Living (Mental Health), Mid-Columbia Medical Center, Wasco-Sherman Public Health and volunteer organizations such as Salvation Army, American Red Cross and Amateur Radio.

In addition to the aforementioned agencies the Wasco County Sheriff's Office has a Master Interlocal Mutual Law Enforcement Assistance Agreement with, Hood River Police Dept., Hood River Sheriff's Office, Skamania County Sheriff's Office (WA), Bingen/White Salmon (WA) Police Dept., Klickitat County Sheriff's Office (WA), Goldendale Police Dept. (WA), and the Sherman County Sheriff's Office. These agencies will utilize the Wasco County Communications Center during major incidents that reach across city, county and state borders. All listed agencies have current radio frequency programming for interoperable communications.

Furthermore, Mid Columbia Fire and Rescue has Fire Defense Board agreements in place with Wasco, Sherman and Hood River counties. Sometime during the 2013 fiscal year MCF&R will add Klickitat and Skamania counties to these agreements.

During the fiscal year 2012 Wasco County Communications Center fielded 52,212 telephone calls with 22,477 of these calls coming in on 911 lines. The Center handled 74,689 total calls for service during the same time period.

Currently the Wasco County Communications Center operates on 11 different VHF frequencies. These include two law enforcement (WCSO and TDCP), OPEN, and three Mid-Columbia Fire and Rescue frequencies on a 24 hour basis. Additional frequencies utilized as needed and after hours are Oregon Dept. of Forestry, Oregon State Fire Marshal, The Dalles Public Works, Med-Com and Mosier Fire. Oregon State Police, US Forest Service, Dufur Fire and Ambulance, Maupin Fire and Ambulance, Tygh Valley Fire, Wasco County Parole and Probation, Wasco County Search and Rescue, Emergency Management and Columbia River Intertribal Fisheries Enforcement all access the Communications Center via the Wasco County Sheriff's frequencies. Antelope Fire, Shaniko Fire, Juniper Flat Fire and Pine Hollow Fire/First Responders all use telephone communications for initial dispatch services and utilize the MCF & R repeater on Flag Point.

The Dalles Police Department and Wasco County Sheriff's Office have obtained 22 narrowband capable and Project 25 compliant mobile radios with funding made available through a joint

grant. Two additional mobile radios were obtained for the Incident Command Van operated by the Sheriff's Office. These two radios were obtained with funding obtained through the DHS Buffer Zone Protection Plan Program. All 24 radios have 128 channel capability and all are programmed identically, including the four ICS channels.

III. SITUATION AND ASSUMPTIONS

SITUATION:

- a. Wasco County currently has interoperable communications with all emergency responders located or operating within the county. This interoperability is achieved with most of the responders having capability on the Wasco County Sheriff's frequency. Sheriff's units also have the capability of switching to the frequency of most other responders. This provides the capability of interoperability however, overloads the Sheriff's frequency and creates officer safety concerns for officers working in areas other than an emergency incident.
- b. Mid-Columbia Fire and Rescue has installed a repeater for use by South County fire/EMS responders. It is hopeful that this will relieve some of the congestion on the Sheriff's frequency.
- c. Wasco County has formally adopted the National Incident Management System and the Incident Command System and will practice and use these systems in all emergency incidents and exercises.
- d. An effective communications system during major emergencies will include voice and data interoperability among all field responders and EOC operations.
- e. Additional frequencies will need to be obtained to provide full interoperability and to relieve overcrowding on the two existing repeater nets (WCSO and MCF&R).
- f. Wasco County recognizes that to achieve full interoperability will require extensive replacement of existing communications equipment.
- g. Wasco County recognizes that a project of this magnitude will need to be completed in phases. These phases, in order of priority are Communications Center (Central Dispatch) upgrade, expansion and upgrade of existing repeater systems, upgrades of mobile units and providing additional mobile radios for units which currently have no radios, upgrade of handheld radios, and the addition of data transmission capability.
- h. Current fiscal restraints within the County and region are not available to fund a project of this size.

ASSUMPTIONS:

- a. Grant funding opportunities will be available to fund specific phases.

IV. SUMMARY OF EMERGENCY RESPONSE AND PSAP COMMUNICATIONS

The primary emergency communication system in Wasco County is the Sheriff's Office network. This system is VHF and functions on three repeaters to provide coverage and is analog. An estimated 40% of the county (958 sq. miles) does not have any coverage or coverage is marginal to the point of being unreliable.

Mid-Columbia Fire and Rescue operates and maintains an additional network including repeaters at Flag Point, Stacker Butte and Bakeoven. This system has three frequencies including the repeaters. Coverage for this system is less than the Sheriff's system because of fewer repeaters.

Southern Wasco County Volunteer Fire Districts (six) each have their own frequencies and are interoperable through frequency sharing.

There are four statewide “common” frequencies that are shared in the disciplines of fire (Oregon State Fire Marshal), law enforcement (Oregon Police Emergency Network), Search and Rescue, and the MedNet.

No other systems are in place to provide reliable interoperability outside of the immediate area of The Dalles City during a major incident. Because only two systems are available countywide, overcrowding of the frequencies becomes an issue very early. Repeater traffic on the Sheriff’s Office system over rides direct traffic countywide. This places deputies working other assignments in jeopardy of having no communication capability.

SHORTCOMINGS:

1. Local topography creates an extreme number of dead spots over a wide area of the county.
2. Several small volunteer fire/EMS services have little or no radio communication equipment.
3. The Sheriff’s Office system has two repeaters which are functioning beyond normal life expectancy. The three repeater sites currently in use provide only an estimated 60% coverage of the county. This equipment is also analog and wideband.
4. The Dalles City Police Department system relies on direct or line-of-sight ability. The geographic features of the city combined with the ever increasing ground area combine to create a system that is marginal on the edges. For complete reliability this system is due for enhancement by the addition of a repeater site.
5. Insufficient numbers of frequencies are available to reliably support multiple agencies during a major incident. This problem is greatly exacerbated outside the immediate area of The Dalles due to an insufficient number of repeaters.

PROPOSED SOLUTIONS:

1. Contract for a complete examination and inventory of the communications system and its capabilities. This would include recommendations for completing identified phases. Grant monies have been allocated for this purpose. The contractors report would become a supplement to this plan.
2. Purchase seven dispatch consoles and replace three existing consoles and add an additional console in the Communications Center. The additional console could be utilized for Public Works during an emergency incident. The other three consoles would be for two in the backup PSAP and one for the Emergency Operations Center. Replacement consoles would be P25 compliant, narrowband capable and capable of cross banding. Purchase required number of digital voice recorders to accurately record and maintain all radio and telephone communications in both primary and backup PSAP’s.
3. Purchase six radio repeaters (including solar power systems and towers) to replace three existing repeaters and develop two new sites to maximize radio coverage within the county, one of these would be added to the Mid Columbia Fire & Rescue network. One existing repeater would then be trailer mounted as a mobile repeater for use in the event a primary site goes down or for use in areas where additional capability is needed during an emergency incident. New radio repeaters would be P25 compliant and narrowband capable.

4. Purchase additional P25 compliant, narrowband capable mobile radios to ensure that all Sheriff's Office, The Dalles City Police, Wasco County Road Department, The Dalles Public Works and all Fire Department (including volunteer fire districts) command staff vehicles, ambulances and all key response vehicles have the capability for interoperable voice communication.
5. Purchase sufficient numbers of handheld portable radios to ensure that all key personnel down to the Team Leader position have reliable P25 compliant and narrowband capable voice communication.
6. Identify essential command staff and key response vehicles for upgrade to data communication capability. Purchase necessary hardware and software to equip the Countywide system, the Communications Center and the identified vehicles with data communication ability. Digital data capability between all medical transport vehicles and Mid-Columbia Hospital would further reduce overcrowding issues on the primary voice transmission frequencies.
7. Identify commercial or private organizations or companies (i.e.: natural gas, electric utilities, etc.) essential for response to mitigate hazards or response for recovery efforts. Purchase additional data communication equipment for those organizations or companies identified to ensure reliable communication with the Communications Center (or backup PSAP) and Emergency Operations Center.

V. PLANNING CONCEPT

Phase 1:

A thorough assessment of the public safety communications system in Wasco County should be completed to provide detailed, accurate information and specific equipment recommendations as quickly as possible. Much of this will be included in the contract study referred to earlier. This study has been funded by grant monies with the contract to be awarded in early 2006.

Phase 2:

Develop a countywide communications network plan to ensure at least four subnets; law enforcement, fire, EMS (including ambulances, Mid-Columbia Medical Center, Wasco-Sherman Public Health, Center for Living (mental health) and public works that could operate independently; additional frequencies would be utilized for command and control. Frequencies would be planned and pre-designated for each function to avoid frequency overloading and confusion among field personnel. All responders would have prior knowledge of frequencies to be used for separate functions.

Phase 3:

Purchase and install required upgrade equipment in the Communications Center, Emergency Operations Center and the backup PSAP. Furthermore it would be recommended an upgraded tower for Station 2, (MCF&R), as well as moving all other antennas to this site with a tower height of 80-100 feet.

Phase 4:

Purchase and install required upgrade equipment for the current repeater system and necessary expansion of the system.

Phase 5:

Purchase and install required equipment to enable all command staff vehicles and key response vehicles to have total access to the voice communications network.

Phase 6:

Purchase and assign necessary handheld portable radios to ensure that all response personnel at least down to the Team Leader position have the required access to the communications network as determined by countywide communications network plan.

Phase 7:

Purchase and install required equipment to enable all command staff personnel and essential key response personnel and vehicles the ability to utilize data communication.

Phase 8:

Purchase and install required equipment to enable the Communications Center, Emergency Operations Center and the backup PSAP to transmit/receive data communication with designated utilities.

All equipment purchased will be compliant with current and planned Federal Communications Commission guidelines and requirements. Purchase of this equipment is contingent upon grant funding availability. Dependant on the availability of grant funding, the timeline for all eight phases is within three to five years.

CURRENT INTEROPERABLE VOICE AND DATA COMMUNICATION

Currently all agencies have telephone, fax, cell phone (fiber optic), satellite phone and internet capability. Current satellite telephones are limited by the inability to attach external antennas. This limits or prohibits use inside buildings. Future development of fiber optic capabilities for all agencies should be considered.

COMPLIANCE

All phases of this project would comply with the standards and regulations developed by:

- Oregon State Interoperable Executive Council
- Association of Public Safety Communications Officials
- US Department of Homeland Security
- Public Safety Wireless Network
- U.S. Department of Justice
- National Public Safety Telecommunications Council
- Federal Communications Commission

COUNTYWIDE INTEROPERABILITY

Central Dispatch maintains a list of personnel and telephone contact numbers at the PSAP.

Emergency Response personnel, including dispatch personnel have either completed or are undergoing training to reach and maintain NIMS and WMD standards for response personnel.

Training for emergency response communication equipment and technology advances will be conducted as needed.

INTEROPERABILITY WITH STATE, FEDERAL AND CONTIGUOUS AGENCIES

Federal and State Agencies which routinely operate within the county currently have interoperable capability through utilization of frequency sharing. The agencies include Bureau of Land Management, U.S. Forest Service, Oregon State Police, Oregon Department of Forestry and Warm Springs Police and Fire to name a few.

Those agencies which do not have interoperable capability include Federal Bureau of Investigation, U.S. Coast Guard and the Drug Enforcement Administration. Agencies such as these would be included in the interoperability plan with the addition of cross banding capability within our dispatch consoles.

Consoles purchased would have the capability for direct voice communication (radio) to adjoining counties. The consoles should also have the capability of repeating voice traffic from one (or more) frequencies to another frequency. Example, a Sergeant from Wasco County SO is able to speak to a Sergeant from Hood River City Police, through the console. Both officers would utilize their primary frequencies with the console completing the cross banding.

CHALLENGES

Many challenges are inherent with a vision of this magnitude. Rural mountainous topography, geographical distances, political, fiscal, planning and the rapidly changing technological advances are some of those. Local planning requires the inclusion of all user groups, public as well as private, and the best practices for response personnel as well as residents and visitors to the county.

Financial resources may be the most imposing challenge of all. Local governments daily face the challenge of doing more with less. Sufficient local resources do not currently exist to upgrade communication equipment to provide total, seamless interoperability or to keep abreast of technological advances.

VI. CONCLUSION

The need to replace outdated equipment currently in use, as well as providing interoperable capability in the most efficient manner feasible, requires massive funding to purchase new equipment. The 'system of systems' concept developed by the State Interoperable Executive Council is the model used for this plan. The Wasco County Strategic Communications Plan would establish a Wasco County 'system' which would become part of the statewide 'system of systems.' The Wasco County 'system' would be made up of smaller systems currently existing within the county.

Public and private entities subscribing to this plan agree with the long term goal of striving for a narrowband, P25 capable network incorporating cross band capability. Replacement equipment or equipment obtained for system expansion should be compliant with goals and standards established within this plan.

**Wasco County Communications Strategic Plan
Updated September 2013**

This document comprises the Wasco County Communications Strategic Plan for emergency responders within Wasco County, Oregon. The communications strategy provides a framework in which Wasco County can plan for and enhance data and voice communications countywide in compliance with Project 25.

The Wasco County Court (Board of Commissioners) has approved this plan. It will be revised and updated as necessary as additional information is obtained and current 'best practices' evolve. All recipients are requested to advise the Wasco County Emergency Management Office of any changes that might result in its improvement or increase its usefulness. Plan changes will be transmitted to all 911 system users.

_____	9/18/2013
Rod Runyon, Wasco County Commissioner (Chairman)	Date
_____	9/18/2013
Scott Hege, Wasco County Commissioner	Date
_____	9/18/2013
Steve Kramer, Wasco County Commissioner	Date
_____	9/18/2013
Rick Eiesland, Wasco County Sheriff	Date
_____	9/18/2013
Kristy Beachamp, Wasco County Emergency Manager	Date
_____	9/18/2013
Robert Palmer, Chief Mid-Columbia Fire and Rescue	Date
_____	9/18/2013
Jay Waterbury, Chief of Police, The Dalles City Police	Date

APPROVE AS TO FORM:

Eric J. Nisley
Wasco County District Attorney



Wasco County

SHERIFF

511 Washington St., Suite #102
The Dalles, Oregon 97058
Phone 541-506-2580
Fax 541-506-2581

WTF AFTER ACTION REPORT

The following is an After Action Report for What the Festival, (WTF), held at 78889 Dufur Valley Road, Dufur Oregon. The event began on July 25th and completed on July 29th 2013.

This report will include information regarding traffic issues, noise complaints, public health, fire/medical incidents, and law enforcement action(s).

Traffic:

On Friday July 26th the Wasco County Sheriff's Office increased its law enforcement presence with the addition of extra patrol deputies as well as reserve deputies in the area. Noted during this time was the increased traffic flow from The Dalles to the WTF site. Hwy 197, the City of Dufur, and Dufur Valley Road saw a definite increase in traffic of WTF attendees. The estimated vehicle traffic during the time frame of 3pm to 10pm was approximately 1000-1500 additional vehicles on these roadways.

Two areas of concern with traffic were at the intersections of Dufur Valley Road and Heimrich Street and Hwy 197 at the south entrance of Dufur.

At the intersection of Dufur Valley Road and Heimrich it was noted a large influx of WTF traffic at this intersection coming from the Hwy 197 interchange. This coupled with the migrant vehicles coming eastbound on Dufur Valley road caused a possible "traffic jam" at this intersection, as the migrant vehicles backed up at the yield sign of the intersection. Concerns with this situation was if eastbound Dufur Valley Road traffic could not continue through the intersection it could cause a potential back up over the crest just west of the intersection, thus causing a crash for vehicles that might not be able to see the stopped traffic. Chief Deputy Magill staged at this intersection due to potential problems, however traffic did break enough to keep the intersection from being controlled manually by law enforcement.

At the Hwy 197 South Dufur entrance there appeared to not be enough signage for event participants to know where exactly to turn off of Hwy 197. It should be noted ODOT and WTF staff placed two reader

boards, each one mile from the south entrance to Dufur, notifying participants of the intersection to turn at. Due to the lack of signage at the actual intersection, participants driving by would miss it and then upon seeing the secondary sign they would execute a U-Turn in the middle of Hwy 197, causing an unsafe traveling condition. (This was primarily observed for southbound traffic).

The City of Dufur saw increased and heavy flow of traffic in the downtown area, in particular Main Street. WTF attendees coupled with migrant vehicles stopping at Kramer's Market caused slowed traffic in the areas of Main Street and adjoining intersections. It should be noted all traffic was slowed but at no apparent time did traffic stop completely in these areas causing concern for emergency traffic to travel through the area.

There was one traffic complaint involving a local resident on July 29th during the time period of 10-10:30am. He reported at the intersection of Dufur Valley Road and Rail Hollow Road he had to wait for 6-7 minutes for traffic coming from the event site as well as migrant vehicles going to work. (This was reported to Chief Deputy Magill on July 30th).

No traffic complaints were received from Wolf Run Road but it should be noted several vehicles turned onto this roadway with the perception the event site was located on this road. When this issue presented itself, event staff with WTF placed signage at the intersection stating, "No event access". This appears to have solved any further traffic issues with this roadway. Please note the signage was placed on the westerly hillside and in no way obstructed traffic on Wolf Run Road.

Traffic recommendations:

Based on the above information the following recommendations would be made for future events in these areas. As it stands now it doesn't appear anything could be done about the intersection of Dufur Valley Road and Heimrich Street as this was a "perfect storm" with vehicle traffic. If the migrant vehicles were not in the area at the time, WTF traffic would flow continuously not causing any traffic problems. Since this intersection presents a potential traffic hazard it would be the recommendation of the Sheriff's Office to observe vehicular traffic at the intersection and take appropriate action to manually adjust the flow of traffic if needed.

In regards to the Hwy 197 and the South Dufur entrance, it is recommend that WTF and ODOT work together with an updated Traffic Control Plan to place additional signage at this intersection to alleviate any traffic issues associated with attendees not having clear direction through the interchange.

Noise Complaints:

The Wasco County Sheriff's Office received numerous noise complaints associated with WTF. These noise complaints were given to Chief Deputy Lane Magill both during and after the event. Listed below is the contact information for the reporting parties:

- David Worley
- Tom and Cheryl Edwards
- Karen Stewart
- Claudia Layman

- Mike Smith
- Shaniko Kenfield
- Mike Johnson
- Diane Morris
- William French
- David and Judy Moore

Each of the aforementioned residents expressed the noise was extremely loud from the event site and included in our conversations that they could hear “thumping” and “base” from the site. Additionally, some of the residents included that they could also hear comments being made in a clear and audible tone from the stage areas. All indicated they could not sleep, or had trouble sleeping due to the noise coming from the event site. The primary complaint appeared to be the deep base sounds coming from the site as it “shook” bedroom walls or penetrated to the interior of the residences.

Noise readings were taken by Chief Deputy Lane Magill and Wasco County Commissioner Scott Hege with applications on each of their cell phones. The time frame of this information being gathered was between the hours of 11pm and 1am on July 27th. These readings were taken in the general areas of Dufur Valley Road and Wolf Run Road. Readings were basically consistent with an average of 50 to 60 decibels in these areas with an estimated high decibel reading of approximately 70 to 80 decibels. It should be noted the phone applications are not a certified reading. Additionally these applications appear to not have the ability to measure all sound frequencies related to noise, especially lower frequency sound waves.

It should be noted Chief Deputy Magill had contact with the event organizers in regards to the noise complaints, directly related to Tom and Cheryl Edwards. WTF organizers advised they were going to attempt personal contact with the aforementioned persons in the early morning hours of July 28, as per the request of the Edwards. Chief Deputy Magill was advised on July 29th this was attempted but no contact was made.

Please see attached map for resident addresses related to the WTF event site.

Public Health:

Chief Deputy Magill received an e-mail from Wasco County Public Health employee John Zalanik addressed to Peter Clark, (WTF). In this e-mail Peter is advised or participants potentially trespassing on a neighbors property to use it as “restroom”. This e-mail also contained information regarding the use of a “bong” on the site, indicating potential drug use and the risk of fire. It should be noted there was no name given of the reporting party who reported this to public health.

Fire/Medical:

Dufur Fire an Ambulance service was contacted regarding any calls related to WTF. The Sheriff’s Office was advised by Jake Frakes of no fire or medical responses to the WTF site.

Law Enforcement Action(s):

The Wasco County Sheriff's Office had several related incidents with this event. On the afternoon of July 26th the Sheriff's Office was advised of potential drugs being seized from the security staff in the "box office" area. Sheriff Eiesland responded to the scene and requested an investigation be conducted for possible drug activity. A MINT detective responded to the scene and began an investigation. This investigation is ongoing and no further information is being disseminated at this time as the investigation is open.

During the aforementioned incident, WTF security staff arrived with a female subject who had been trespassed from the event site sometime earlier. Chief Deputy Magill was advised she had been removed from the site but returned a short time later, in effect, criminally trespassing. She was placed under arrest for Criminal Trespass II and additionally charged with False Information to a Police Officer for lying about her true identity. It should be noted upon arrival at NORCOR the name given by the suspect was actually verified. The Wasco County District Attorney's office is reviewing this case with the new information.

On July 27th the Sheriff's Office received a request for assistance with two out of control subjects at the event site and potentially trespassing. Further investigation of the incident determined no criminal charges could be filed and the subjects left the site via taxi and no arrests were conducted.

These were the only incidents reported at the site requiring a law enforcement response.

One last note regarding law enforcement response indicated there were potential attendees "camping" on Dufur Valley road near the event site, but upon arrival the Sheriff's Office was unable to locate these potential violators. It should be noted there were some reports of attendees trespassing on private property in the area but according to reports, law enforcement was not called or advised of such activity.

Summary/Recommendations:

Based on the above information and having this event conducted for the last two years, several notations were made. In regards with security personnel at the event site, it appears this was handled with professionalism as the private security company took appropriate action when needed. Additionally, the security staffing was increased from last year's event to this year's event, showing a marked difference in security personnel per attendee. Last year was estimated to be one security officer for every 350-400 attendees and this year the ratio indicated approximately one officer for every 90-100 attendees. This additional presence had an improved effect on attendees being out of control or being disorderly, as only one arrest was conducted this year compared to four arrests last year.

Traffic enforcement on Dufur Valley Road was increased for traffic safety reasons. These would include speeding, careless/reckless driving and potential DUI enforcement. There was one speeding violation on Dufur Valley Road and the subject cited was a local resident. No DUI's were located in this area and no drivers were cited for any other traffic violations.

Hwy 197 traffic enforcement was increased with numerous citations being issued to attendees, primarily for speed related issues. No crashes were reported on Hwy 197 during the event.

USFS provided additional patrols on the Mt. Hood National Forest and no traffic violations or criminal incidents appeared to have occurred.

Based on the above information the Sheriff's Office believes the primary area of concern would be noise complaints. It is the recommendation of this agency to have a Board of Commissioners meeting regarding noise complaints so all involved parties can have an active role in the recommendations for future events.

Additionally, it is the belief WTF exceeded the expectations and requirements the Wasco County Sheriff's Office's recommended for public safety purposes. However we do have concerns regarding noise complaints coming from citizens, as this is an issue the Sheriff's Office is tasked with.

Possible solutions for noise incidents related to this event as well as others might be to extend the event(s) time lines for days as well as hours of operation, thus alleviating late night/early morning noise issues.

This concludes the After Action Report for WTF. If you have any questions or concerns regarding this report please feel free to call 541-506-2580 and speak with Chief Deputy Lane Magill.

Sincerely,

Lane Magill
Chief Deputy

Agenda Item
Planning Department

- [CODENF 13-04 0016 Codes Violation](#)
[Emerson Appeal](#)
- [Safeguard Properties Codes Violation](#)

Planning Department Item
CODENF 13-04-0016 Code Violation Emerson
Appeal

- [Introductory Email](#)
- [Revised Notice of Violation](#)
- [Notice of Violation](#)
- [Notice of Intent to Appeal](#)
- [Permit Receipt](#)
- [Photos](#)
- [Electrical Permit](#)
- [Plumbing Permit](#)
- [Structural Permit](#)
- [MH Set-up Permit](#)
- [MCBCS Electrical Permit](#)
- [Email from Wasco County](#)
- [Application for Manufactured Dwelling Placement Permit](#)
- [Application for Structural Permit](#)
- [Health Department Authorization Application](#)
- [Wasco-Sherman County Authorization Notice](#)
- [Wasco-Sherman County Application](#)
- [Land Use Compatibility Statement](#)
- [DEQ Certificate of Satisfactory Completion](#)
- [Wasco County Address Assignment](#)
- [Hearings Officer Order #13-130](#)



Fwd: BOC documentation for September 18 Session (EMERSON)

John Roberts <johnr@co.wasco.or.us>
To: Kathy White <kathyw@co.wasco.or.us>

Wed, Sep 11, 2013 at 9:34 AM

Kathy: Sorry for the delay. I am forwarding an email which will serve as the staff report for the Emerson agenda item. Note, there are also 2 attachments: 1) is a word.doc to potentially be signed, and 2) a pdf of documents important for the record.

Let me know if there is any confusion.

John Roberts, AICP
Planning Director, Wasco County Planning Department

"Service, Sustainability & Solutions"
Ph: (541) 506-2563 · johnr@co.wasco.or.us

----- Forwarded message -----

From: **Kate Foster** <katef@co.wasco.or.us>
Date: Thu, Aug 8, 2013 at 1:34 PM
Subject: BOC documentation for September 18 Session (EMERSON)
To: John Roberts <johnr@co.wasco.or.us>

Note: This information will be presented by staff at the public hearing to provide additional details.

Summary:

- The Planning Department received a complaint in April of 2013 regarding numerous alleged violations on property located at 198 S Lakewood in Pine Hollow. Those violations included: RV electrical hookup, RV Sewer Dump, covered back porch, and heat pump, closer than 7 feet from the property line.
- Kate Foster, Code Compliance Officer, did property research, site visits, set up enforcement file CODENF-13-04-0016, and contacted the owners of record, Russ and Sharon Emerson. Property line boundary research was inconclusive; however the existence of RV electrical and septic hookups were confirmed by all parties involved.
- There are four electrical outlets: 30amp "upper" RV site behind house, 30amp "lower" RV site by sprinkler system, and 20amp "RV 1" and "RV 2" sites at side yard property line. The Planning Department determines the 30amp circuits constitute a violation and the two, 20amp circuits do not.
 - Unlike the 30amp circuits, the two 20-amp circuits received both building and land use approval. Planning views the 20amp circuits as outdoor power outlets for general uses such as power tools, yard maintenance equipment, and charging of an unoccupied RV's batteries and not an amperage high enough for full-time occupancy of an RV as an illegal dwelling, such as the 30amp circuits.
- There are two RV dump stations/septic cleanouts, one next to each of the 30amp plug in spots. The RV hookups are not currently in use full time so there is no illegal dwelling in conjunction with this violation.
- The Emerson's provided substantial documentation to support their position that the RV hookups received all proper approvals at the time and were permitted. The Emerson's also provided permit information regarding the placement of the manufactured home on this property.
- The Planning Department reviewed its records and the documents provided and found land use approval for the placement of the manufactured home; however, no documentation to support land use approval of the RV electrical and sewer hookups was found. The following table is a visual representation of the permit history on this property:

Item	Building	Permit or Approval	Public Health	Permit or Approval Date	Planning	Permit or Approval
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	Approval	Date	Approval		Approval	Date
"Upper" Septic Cleanout/RV Dump site	NO	-	N/A	N/A	NO	-
"Lower" Septic Cleanout/RV Dump site	NO	-	N/A	N/A	NO	-
RV Electrical Service (Upper & Lower 30amp circuits)	YES	EL97TD0609	N/A	N/A	NO	-
Electrical Service – two 20amp circuits ("RV1" and "RV2")	YES	EL-10-0615	N/A	N/A	YES	Jeanette Montour email 06/08/2010
MH Address	N/A	-	N/A	N/A	YES	Assigned 06/11/97
MH Water and/or Sewer	YES	PL97TD0268	YES	Record Review on 01/12/99; orig. permit 33-024 06/04/87	N/A	N/A
MH Placement	YES	MH99TD0038	N/A	N/A	YES	03/24/99
MH Decks	YES	ST99TD0439	N/A	N/A	YES	08/18/99

- The Emersons requested an appeal. The Compliance Officer sent them a Notice of Violation on June 20, 2013 and received the Notice of Intent to Appeal and accompanying \$100 fee to appeal on July 1. A Notice of Violation (Revised) was sent on July 18, 2013 to clarify which electrical hookups are considered violations and which are not (the septic RV dump/cleanout violations remain unchanged).
- The Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO) Section 3.210 states the County has the burden of proving by a preponderance of the evidence that the findings in the Compliance Notice are lawful. No penalties, recorded notice of violation, or liens are recommended at this time.
- The WCCNAO Section 3.210 states the Hearings Officer must determine the findings in the Compliance Notice are either lawful or not lawful and enter a written order affirming lawful findings and/or denying unlawful findings.
- **Staff Recommendation:** Approve and sign the Hearing's Officer Order affirming the findings contained in the Notice of Violation are lawful; that the two 30-amp RV electrical hookups and two, RV septic hookups constitute a violation of the WCCNAO Section 2.090 (G) Other Illegal Land Uses.
- If the Hearings Officer affirms all findings, the Planning Department will seek a removal or "downgrade" of the two, 30amp circuits to 20amps or less and a permanent "capping-off" of one of the septic dump/RV cleanout sites; the other septic dump/RV cleanout site may be kept, provided the use is that of a cleanout site normally associated with a septic system and not an RV dump station.

Attachments:

- draft "Hearing's Officer Order";
- scanned copy of the Notice of Violation (Revised) sent July 18, 2013;
- scanned copy of the Notice of Violation sent June 20, 2013;
- scanned copy of the Notice of Intent to Appeal received July 1, 2013;
- site visit pictures;
- scan of address assignment for manufactured home;
- scan of five building permits mentioned in above table;
- scan of planning approval for manufactured home;



Wasco County Code Compliance
"Working For Our Community"

2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561
Website: www.co.wasco.or.us/planning/codepg.html



Public Health
Prevent. Promote. Protect.

July 18, 2013

NOTICE OF VIOLATION (REVISED)

RUSSELL AND SHARON EMERSON
[REDACTED]
[REDACTED]

SUBJECT: CODENF-13-04-0016

Mr. and Mrs. Emerson,

This revision clarifies which electrical services on the property listed below constitute a violation and which do not because the previous Notice of Violation sent on June 20, 2013 did not specify.

As the person(s) responsible for the property located at 198 S Lakewood RD in Tygh Valley (Pine Hollow) Oregon (Tax Account Number 11178), you are hereby notified that **the two RV septic dump/cleanout sites ("upper" and "lower") and the two 30amps electrical RV hookups ("upper" and "lower") are in violation** of the Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO): Section 2090 (G) **Other Illegal Land Uses. The two 20amp circuits in the side yard are not part of this violation.** Unlike the 30amp circuits, the two 20amp outlets are not specific to an RV's usage as potential full-time dwellings and are normally associated with provision of outdoor power for general uses such as: power tools or yard maintenance equipment.

If you believe there is an error in the findings contained within this letter, you have the right to appeal pursuant to WCCNAO Section 3.210. The WCCNAO is online at: http://co.wasco.or.us/planning/Code_ord.html or you may request a copy from the Code Compliance Officer.

You have 15 days, or until 8/2/2013, to:

1. Appeal this notice in writing and submit payment for the \$100 appeal fee payable to Wasco County; OR,
2. Remedy or abate the violations; OR,
3. Call the Code Compliance Officer to work out an abatement plan where a timetable and approved process are established to remedy the violations.

Failure to respond to this notice within 15 days will result in the following:

1. Issuance of an Order to Correct will be sent.
2. A Notice of Violation may be recorded with the deed for this property at the County Clerk's office.
3. A Notice of Failure to Comply/Administrative Civil Penalties notice will be sent outlining the penalties for noncompliance up to \$10,000 for other land use violations.
4. The County can enforce abatement at the owner's expense.
5. A lien can be placed against the property for penalties, abatement costs, and other County charges.

Russ and Sharon, I received the notice of intent to appeal the previous violation on July 01, 2013 with \$100 fee so a new form and fee are not necessary. I need you to contact me by August 2, 2013 to confirm you would like to apply your previous appeal form and fee to the Notice of Violation (Revised) and I will roll them forward. Thank you,

A handwritten signature in blue ink, appearing to read "Kate Foster", with a stylized, cursive script.

Kate Foster

Code Compliance Officer for Wasco County

541-506-2564

katef@co.wasco.or.us



Wasco County Code Compliance
"Working For Our Community"

2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561
Website: www.co.wasco.or.us/planning/codepg.html



Public Health
Prevent. Promote. Protect.

June 20, 2013

NOTICE OF VIOLATION



RUSSELL AND SHARON EMERSON
[REDACTED]
[REDACTED]

SUBJECT: CODENF-13-04-0016

Mr. and Mrs. Emerson,

As the person(s) responsible for the property located at 198 S Lakewood RD in Tygh Valley (Pine Hollow) Oregon (Tax Account Number 11178), you are hereby notified that **the installed RV septic hookup and RV electrical hookups are in violation** of the Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO): Section 2090 (G) Other Illegal Land Uses.

If you believe there is an error in the findings contained within this letter, you have the right to appeal pursuant to WCCNAO Section 3.210. The WCCNAO is online at: http://co.wasco.or.us/planning/Code_ord.html or you may request a copy from the Code Compliance Officer.

You have 15 days, or until 7/5/2013, to:

1. Appeal this notice in writing and submit payment for the \$100 appeal fee payable to Wasco County; OR,
2. Remedy or abate the violations; OR,
3. Call the Code Compliance Officer to work out an abatement plan where a timetable and approved process are established to remedy the violations.

Failure to respond to this notice within 15 days will result in the following:

1. Issuance of an Order to Correct will be sent.
2. A Notice of Violation may be recorded with the deed for this property at the County Clerk's office.
3. A Notice of Failure to Comply/Administrative Civil Penalties notice will be sent outlining the penalties for noncompliance up to \$10,000 for other land use violations.
4. The County can enforce abatement at the owner's expense.
5. A lien can be placed against the property for penalties, abatement costs, and other County charges.

Russ, you and I have spoken about this notice and your intent to appeal it and be heard by the Hearing's Officer. For that reason, I have included a Notice of Intent to Appeal for your convenience. If you decide not to appeal, contact me within the 15 days specified to work out a timeline for abatement. Thank you,

Kate Foster
Code Compliance Officer for Wasco County
541-506-2564
katef@co.wasco.or.us



Wasco County Code Compliance

"Working For Our Community"

2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561
Website: www.co.wasco.or.us/planning/codepg.html



Public Health
Prevent. Promote. Protect.

JUL 01 2013
WASCO COUNTY PLANNING

NOTICE OF INTENT TO APPEAL

Requirements for All Appeals:

- 1) Only the property owner or the person in charge of property may appeal.
- 2) The \$100 appeal fee must be submitted with this completed Notice of Intent to Appeal.
- 3) The Notice of Intent to Appeal must be delivered to the Code Compliance Officer by postal service or in person.
- 4) Notice of Intent to Appeal must be received by Code Compliance Officer within 15 days from the date on the Notice or Order under appeal.
- 5) At least seven (7) days prior to the scheduled appeal hearing, a staff report containing written findings will be available upon request.

Appellant/Petitioner (Persons Appealing) Information – ALL fields are required unless noted as "optional".

Printed Name(s): <i>Russell L. Emerson + Sharon L Emerson</i>	Primary: [REDACTED]
Alternate Phone# (optional): [REDACTED]	Date of Submittal: <i>6/27/13</i>
[REDACTED]	Site Address (if different than mailing): [REDACTED] Rd <i>Tygh Valley, OR 97063</i>
Email (optional): <i>rsawahaa@comcast.net</i>	Compliance File: CODENF-13-04-0016 + CODAPL - 13-07-0001

General Grounds for Appeal – Check one or more of the boxes below to designate the subject of this appeal.

<input checked="" type="checkbox"/> One or more findings in the Compliance Notice or Order are in error.
<input type="checkbox"/> Some or all of the penalties, fees, and/or County charges are in error.
<input type="checkbox"/> Other information in the Compliance Notice or Order is in error.

Specific Grounds for Appeal – Describe the specific reasons for this appeal; additional pages may be attached.

<i>We applied for and received permits for the RV septic hookup and RV electrical hookups in 1997 as instructed from Wasco County Building and Planning. All permits were approved.</i>

Signature(s) of Property Owner or Person(s) in Charge of Property:

Date Signed:

Russ Emerson
Sharon L Emerson

6/27/13
6/27/13

Compliance Officer's Signature Signifying Complete Appeal:

Date Deemed Complete:

Wasco County
Permit Receipt



RECEIPT NUMBER 00001473

Account name: 0010163

Date: 7/12/2013

Applicant: EMERSON RUSSELL L &

Type: check # 8574

<u>Permit Number</u>	<u>Fee Description</u>	<u>Amount</u>
CODAPL-13-07-0001	CODE COMPLIANCE APPEAL FEE	100.00
	Total:	100.00



LOW
R.V.
REPT.











GRADE LEVEL

RV 1

2RV



City of Columbia
Building Codes Services
Electrical Safety Section

Date: 6-8-10 Project no.: EC-10-0515
Project address: 193 Lakewood Rd
Lawrence

Person responsible for this installation:
If this is a homeowner installation,
the homeowner must sign below.

Homeowner: _____

If this installation is made by an electrical contractor,
The following must be completed:

Contracting firm: _____
License no.: _____
Supervising electrician signature: _____
License no.: _____

The Proceeding must be filled in and this permit attached to
the main electric panel before any inspection will be made.

Service	Inspector	Date
Feeder		
Circuit		
Final	<u>[Signature]</u>	<u>7/22/10</u>

Electrician Signature: _____
Print name: _____
2587 (Rev. 9/07)







ELECTRICAL Permit No. EL97TD0609

BUILDING CODES DIVISION

312 Court St STE 415

The Dalles, Oregon 97058

Phone 298-4461 FAX 298-2667

May 17, 2013 13:22

Status: ISSUED.

Applied: Jun 11, 1997

Issued: Jun 11, 1997

Owner: EMERSON RUSS & SHARON

Job Location: [REDACTED] RD 335K

City: WAMIC

County: WASCO

Desc of Work: RV SERVICE

Directions:

Owner:

EMERSON RUSS & SHARON

PORTLAND OR

97223

Applicant:

EMERSON RUSS & SHARON

PORTLAND OR

97223

503-762-[REDACTED]

Contractor:

CCB#:

BCD#:

SUP#:

* DETAIL ON FEE ITEMS PURCHASED:

* EACH QTY COST *

* RESIDENTIAL/UNIT (SVC INC) *

* Ea Mfg/Mod Svc or Feeder\$ 63 1 \$40.00 *

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* Calculated Fee: \$40.00 *

* 8% Surcharge: \$2.00 *

* Plan Review Fees: \$.00 *

* Total Permit Fee: \$42.00 *

* Total All Payments: \$42.00 *

* Balance Due: \$.00 *

* *

NOTE: All permit items may have up to 2 inspections without an additional cost, EXCEPT "1000 Sq. or Less" which may have up to 4 and "Limited/Res Energy" which may have only 1.

Applicant must hold an Oregon registration to conduct a contractor's business or be exempt from this requirement. Applicant certifies the above information is true and correct. All work to be performed shall be in accordance with the governing laws and rules.

[]

Signature of Applicant

[]

See Attached Application

Permit expires if work is not started within 180 days of issuance or if work is suspended for 180 days. It is the responsibility of the permit holder to request inspections.

Permit expires if work is not started within 180 days of issuance or if work is suspended for 180 days. It is the responsibility of the permit holder to request inspections.

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Permit expires if work is not started within 180 days of issuance or if work is suspended for 180 days. It is the responsibility of the permit holder to request inspections.

Aug. 6. 2013 3:07PM

MID COLUMBIA BUILDING CODES SERVICES
312 COURT ST, RM 415
THE DALLES, OR 97058
p: 541-298-4461 f: 541-298-2667



No. 2729 P. 1

Permit No.: EL-10-0615

Issue Date: 06/08/2010

Permit Type: ELEC
ELECTRICAL PERMIT

Inspection Requests Require 24 hour notice.
541-298-4461

APPLICANT	Project Address: 198 S LAKEWOOD RD TYGH VALLEY OR 97063		Project Valuation: 0.00		
	Owner's Name: EMERSON RUSSELL L & Owner's Address: [REDACTED] 3		Phone: Cell:		
	Contractor's Name: Contractor's Address:		Phone: CCB#: Business License: SUP#		
	Contact Person: Phone:				
	Applicant Name: EMERSON RUSSELL L & Applicant Address: [REDACTED]		Phone: Fax:		
Description: 2 BRANCH CIRCUITS FOR 2 RV HOOK UPS					
CONSTRUCTION CATEGORY		res	# OF BC'S W/OUT PURCHASE		2
BRANCH CIRCUITS W/OUT PURCHASE		58.00	ELECTRICAL STATE SURCHARGE		6.96
				FINAL	

Total Receipts: \$64.96

Total Fees: \$64.96

pd Viscu

Applicant must hold an Oregon registration to conduct a contractor's business or be exempt from this requirement. Applicant certifies the above information is true and correct. All work to be performed shall be in accordance with the governing laws and rules.

Applicant: _____
(Signature)

Date: _____

Permit expires if work is not started within 180 days of issuance or if work is suspended for 180 days. It is the responsibility of the permit holder to request inspections.

Aug. 6. 2013 3:07PM
InspCLIST...
7/26/2010 1:35:45PM

Inspection Check List
Mid Columbia Building Code Services

No. 2729 P. 2 Page: 1

Inspection Schedule for mullendj
Scheduled for July 27, 2010

Permit#
EL-10-0615

Address
[REDACTED]
TYGH VALLEY

Owner: EMERSON RUSSELL L &
Contractor:

Type: 140

FINAL

Time: 13:00

Notes: 503-252-9500

Comments:

Approved for DIFEL cover + Final

Dennis M. Mulendy

[Signature]

FINAL

From: Jeanette Montour <jeanettem@co.wasco.or.us>
To: Darris Garcia <Darris.Garcia@mccog.com>
Date: 6/8/2010 3:13 PM
Subject: RE: Emerson

Hi Darris,

Yes, I spoke to this guy this morning.. He's in the A-R zone, which means that recreational vehicles are permitted uses subject to the following: we have no direct legislation describing electrical hook-ups. But, we gave him verbal approval subject to the criteria listed below (found in Chapter 1 of the WDCLUDO):

Recreational Vehicle or Camping Vehicle - A vacation trailer or other unit with or without motive power which is designed for human occupancy and to be used temporarily for recreational or emergency purposes, but not for residential purposes, and is identified as a recreational vehicle by the manufacturer. A recreational or camping vehicle shall be considered a dwelling unit if *any* of the following are true: * *

*a. *It is connected to a sewer system (including septic tank) except for the purpose of emptying the holding tanks; after such time it must be disconnected;

* *

*b. *It is connected to water or electrical lines except for purposes of charging the batteries or filling water tanks; after such time it must be disconnected;

NOTE: Allowances can be made for subsections a and b above if in the opinion of the Compliance Officer evidence suggests that the use of the RV is occasional and temporary for the purpose of accommodating visitors

* *

*c. *It is occupied for more than 60 days, on the same property, in any consecutive 12 month period; or

* *

*d. *It is parked on property that is without a legally placed dwelling for more than 30 days during any 6 month period.

From: Darris Garcia [mailto:Darris.Garcia@mccog.com]
Sent: Tuesday, June 08, 2010 2:44 PM

To: JeanetteM@co.wasco.or.us
Subject: Emerson

Hi Jeanette, I received an electrical application on 2 branch circuits for two RV hook up's in Wamic, 198 s Lakewood Rd. Owner name Emerson. He explained that he has an existing single family dwelling. I asked him to call you to get a verbal agreement for the RV hook up. Please email me with your decision or if you have any questions

Thank you

Darris Garcia

Mid-Columbia Building Codes Services

312 Court St., Ste. 415

The Dalles, OR 97058

Ph 541-298-4461

Fx 541-298-2667

—
This message has been scanned for viruses and dangerous content by the MailScanner at *www.co.wasco.or.us* <<http://www.co.wasco.or.us/>>, and is believed to be clean.



Application for Manufactured Dwelling Placement Permit

Department of Consumer & Business Services
Building Codes Division

FOR DEPARTMENT USE ONLY

Permit no.:

Date issued:

Issue by:

Office:

4512 4DA: 1500 Double wide

11178

JOB SITE INFORMATION

Address:

City: Wamic County: Wasco

Directions to inspection site: Pine Hollow

Is property inside city limits? ☐ Yes ☒ No

OWNER INFORMATION

Name: Russ Emerson

Address:

City: Portland State: OR ZIP: 97232

Phone: () () ()

LOCAL GOVERNMENT APPROVALS

Zoning

Information verified? ☒ Yes ☐ No

Signature: Karen Miranda

Authority having jurisdiction: Wasco Co.

Date: 24 March 99

Sanitation

Information verified? ☐ Yes ☐ No

Signature:

Authority having jurisdiction:

Date:

MANUFACTURED DWELLING PLACEMENT PERMIT FEES

	Cost (each)	No. of items	Sum
(1) Installation/re-inspection:			
(a) Placement (includes placement, electrical feeder, water/sewer connection):	\$ 105		
(b) Re-inspection (per inspection):	\$ 85		
(c) Administrative fee:	\$ 30		\$ 30

Placement permit to be obtained only by homeowner, or Oregon licensed manufactured dwelling installer.

(2) Electrical:

(a) Service (new service installation or alteration/relocation of existing service):	\$ 50		
(b) Re-inspection (per inspection):	\$ 44		

Electrical service permit to be obtained only by homeowner performing work, or signing supervisor of Oregon licensed electrical contractor performing work.

(3) Plumbing:

(a) New water service:	\$ 28		
(b) New sanitation/storm sewer:	\$ 28		
(c) Re-inspection (per hour):	\$ 40		

Plumbing permit to be obtained only by homeowner performing work, or Oregon licensed plumbing contractor performing work.

(4) Miscellaneous fees

5% state surcharge: _____

GRAND TOTAL: _____ \$ _____

I hereby certify that the information below is true and correct. All work to be performed shall be in accordance with all governing laws and rules.

☐ I am the property owner doing my own work.

☐ I am the property owner hiring a licensed manufactured dwelling installer. License no.: _____ Expires: _____

☐ Building Codes Division license no.: _____ PB _____ BL _____ MDI _____ Expires: _____

☐ Construction Contractors Board registration no.: _____ Expires: _____

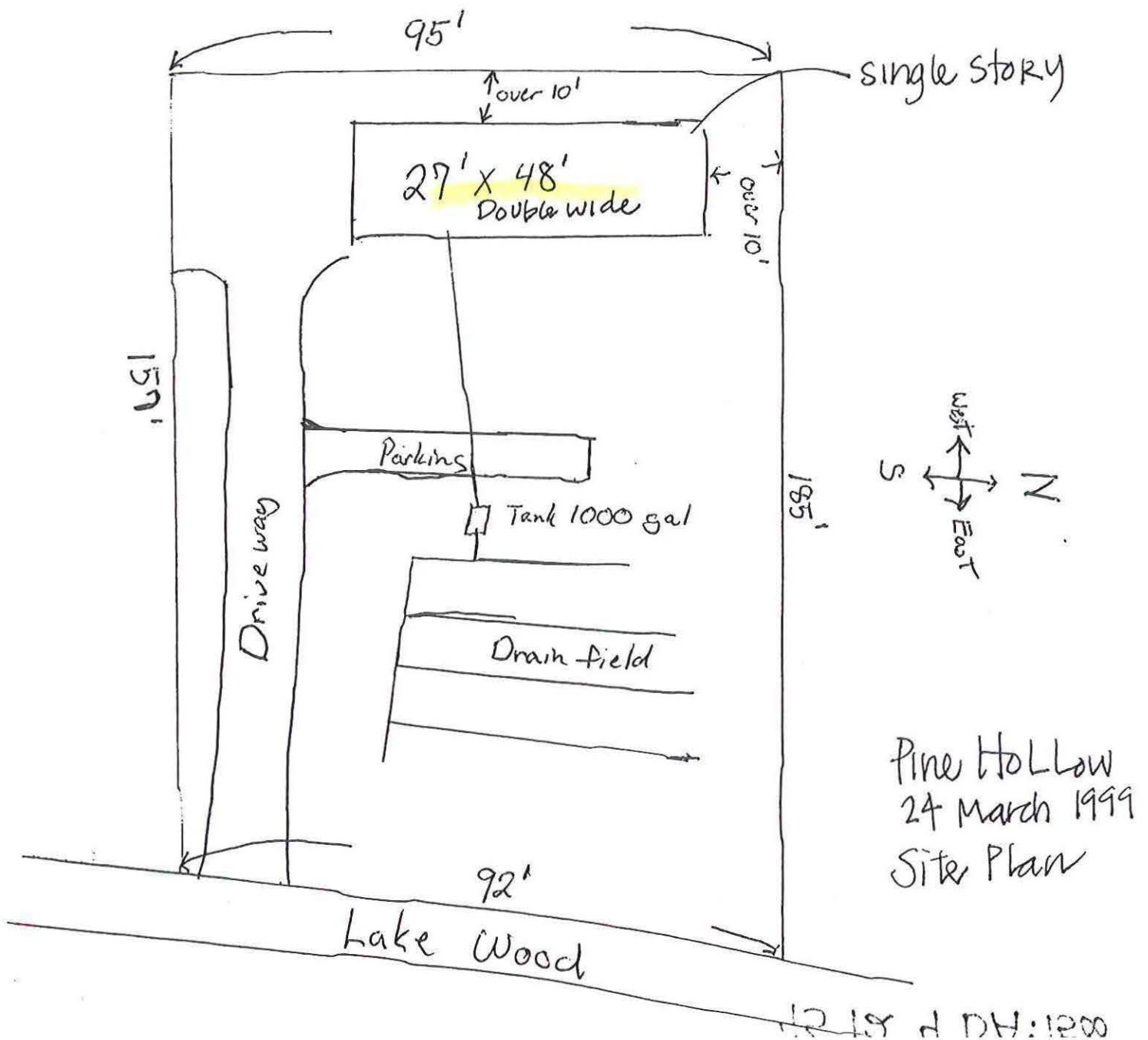
Contractor name: _____

Address: _____

FOR FISCAL USE ONLY— 70410/0600

Russ Emerson
14907 SE Lincoln
Portland, OR 97233

Lot 198 S Lakewood
45 12 4 DA
#1500





Application for Structural Permit

Department of Consumer & Business Services
Building Codes Division

11178

45 12 4 DA: 1500

FOR DEPARTMENT USE ONLY

Permit number:
Date issued:
Issue by:
Office:

28' x 10' deck & 8' x 8' deck

JOB SITE INFORMATION

Address: [REDACTED]
City: Five Hollow County: Wasco
Directions to inspection site: [REDACTED]

Is property inside city limits? ☒ Yes ☐ No 45 12 4 DA: 1500

OWNER INFORMATION

Name: Russ Emerson
Address: [REDACTED]
Phone: [REDACTED]

LOCAL GOVERNMENT APPROVALS

AR Information verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Signature: <u>[Signature]</u>	Zoning 8118199 Information verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Signature: <u>[Signature]</u>	Flood plain Required elevation: _____ Information verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Signature: <u>[Signature]</u>	Sanitation Information verified? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature: _____
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STRUCTURAL PERMIT FEES

(1) Valuation information	(2) Census information	
(a) Occupancy: _____	(a) Census class: _____	
(b) Construction type: _____	(b) Housing count: _____	
(c) Square feet: _____	(c) Building count (if other than 1): _____	
(d) Cost/sq. ft.: _____	(d) Privately owned: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(e) Multiplier (if different than \$1): _____	(e) Residential: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(f) Additional fixed amount: _____		
(g) New/alteration/addition: _____		
<input type="checkbox"/> New <input type="checkbox"/> Alteration <input type="checkbox"/> Addition		
(h) Is this a foundation ONLY permit? _____		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
(i) Is this a plan review ONLY? _____		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
(j) Total valuation (C X D): _____		
(3) Building fees		SUM
(a) Permit fee: _____		
(b) 5% state surcharge (permit fee X .05): _____		
(4) Plan review fees		
(a) Plan review (permit fee X .65): _____		
(b) Fire & life safety (permit fee X .40): _____		
Enter total of fees above: _____		
(5) Miscellaneous fees		
(a) Seismic fee (permit fee X .01): _____		
(b) Re-inspection-\$15/hr. (no. of hours X \$15): _____		
(c) Investigative fees (equal to permit fee): _____		
GRAND TOTAL: _____		\$ _____

Applicant must hold an Oregon registration to conduct a construction business or be exempt from this requirement.

I hereby certify that, to my knowledge, the above information is true and correct. All work to be performed shall be in accordance with all governing laws and rules.

- ☐ I am the property owner doing my own work.
- ☐ I am the property owner hiring a construction contractor. License no.: _____ Expires: _____
- ☐ I am licensed with the Building Codes Division. License no.: _____ Expires: _____
- ☐ I am registered with the Construction Contractors Board. Registration no.: _____ Expires: _____



Contractor name: _____
Address: _____
Signature: _____ Date: _____

White-BCD

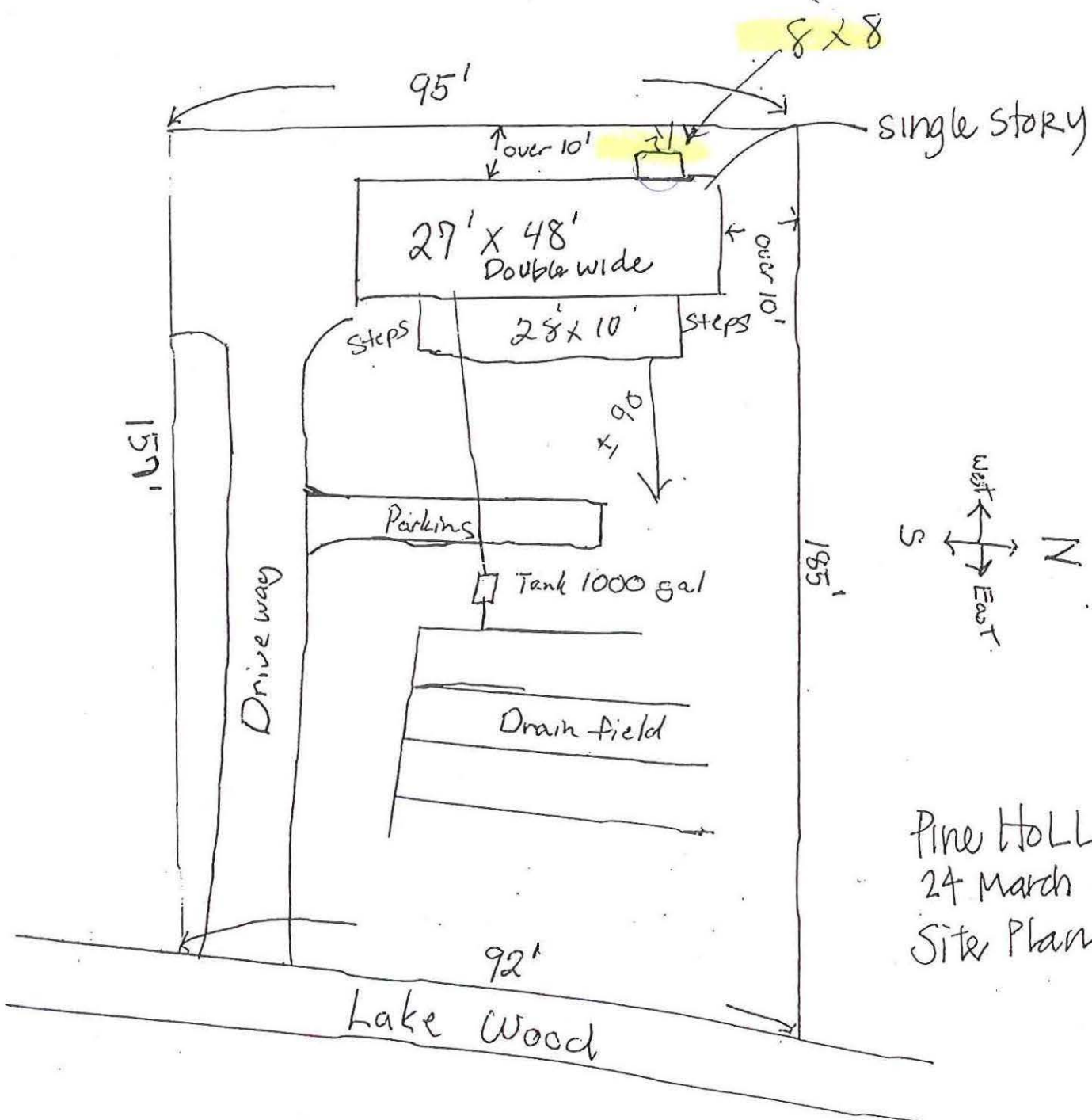
Pink-Office

Yellow- Inspector

Blue-Applicant

Russ Emerson
14907 SE Lincoln
Portland, OR 97233

Lot 198 S Lakewood
45 12 4 DA
#1500



Pine Hollow
24 March 1999
Site Plan

WASCO-SHERMAN
PUBLIC HEALTH DEPARTMENT

TELEPHONE (503) 296-4636
400 EAST FIFTH STREET
COURT HOUSE ANNEX A
THE DALLES, OREGON 97058

Fee: 80⁰⁰

Date paid: 3/29/99

AUTHORIZATION APPLICATION

Date 3-23-99

RE: Twp. [REDACTED]

I have no information that the existing on-site sewage disposal system located on property referenced above has ever failed by discharging sewage onto the ground surface or into public waters, by clogging or backing up in household plumbing, or in any other manner.

The existing system consists of 300 (linear ft. of disposal field) and last served or now serves a dwelling having 3 bedrooms (include all rooms that could be used as bedrooms though actually used for other purposes, such as dens or sewing rooms) or business Q (type of) consisting of Q (no. of employees or occupancy) on Q (date).

To the best of my knowledge, the existing septic tank has a 1000 gallon liquid capacity; determined by Design Sewage pumping record, permit, etc.). Permit No. 33-024 Flow 450 gal/DAY

The existing on-site system was installed on 6-4-87 (date).

I intent to connect a dwelling having 3 bedrooms (include all rooms that could be used as bedrooms even though they may actually used for other purposes, such as dens, sewing rooms or business Q (type of) consisting of Q (no. of employees or occupancy) on 3-23-99 (date).

Or: I intent to add to my existing structure (state all the rooms to be added) Q

Russell L. Emerson
Property Owner's Signature

Complete this side only

WASCO-SHERMAN
PUBLIC HEALTH DEPARTMENT

TELEPHONE (503) 296-4636
400 EAST FIFTH STREET
COURT HOUSE ANNEX A
THE DALLES, OREGON 97058

WASCO-SHERMAN COUNTY AUTHORIZATION NOTICE

OWNER: Russ Emerson DATE: 1/12/98

PROPERTY ADDRESS: [REDACTED]

TYPE OF SEPTIC SYSTEM: STANDARD

TWP. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

THIS AUTHORIZATION NOTICE ACKNOWLEDGES THAT THE ON-SITE SEWAGE
SYSTEM LOCATED ON THE PARCEL IDENTIFIED APPEARS ADEQUATE, ON THE
BASIS OF A Record Review, TO SERVE A
(FIELD INSPECTION OR RECORD REVIEW)

4 Bedroom WITH A SEWAGE FLOW UP TO 450
(NUMBER OF BEDROOMS AND TYPE OF STRUCTURE)
GALLONS PER DAY.

SPECIAL CONDITIONS OF APPROVAL:

System was only put into service in 1997.
Original permit 33-024 6-1-87

John Zaloznik
WASCO-SHERMAN COUNTY SANITARIAN

- NOTE: 1. A PERMIT AND INSPECTION OF THE BUILDING SEWER CONNECTION
TO THE SEWAGE SYSTEM MAY BE REQUIRED BY THE DEPARTMENT OF
COMMERCE OR ITS AUTHORIZED REPRESENTATIVE.
2. THIS AUTHORIZATION NOTICE DOES NOT GUARANTEE SATISFACTORY
OR CONTINUOUS OPERATION OF THE ON-SITE SYSTEM IDENTIFIED.

WASCO-SHERMAN PUBLIC HEALTH DEPARTMENT

400 East Fifth Street, Courthouse Annex A
The Dalles, Oregon 97058
Telephone 296-4636

WASCO County
Date Pd: Eval. Permit 5/18/87
Other

Permit# 33-024
Date Issued 6/4/87

Application for: Evaluation
Repair

New Installation \$55
Other Authorization

TEL DAVIS
[Redacted]
[Redacted]
(Mailing Address)

Township 45 Range 12E Section 4D

Tax Lot# 3106
(This information may be obtained from
Tax Assessor's office or your property
tax statement).

TYGH VALLEY OR 97063
(City) (State) (Zip)

(Telephone)

Proposed use: Residential ☒ Commercial ☐ Other (explain) 198 Lakewood

Water Supply: Community ☒ Private: Well ☐ Spring ☐

DIRECTIONS TO PROPERTY: (Please be specific.)

Pine Hollow -

Property Zone A-R

Size of lot or parcel 2 1/2 16,000 sq ft

Test Holes. () have been prepared

() will be prepared (date)

Evaluated under
S.S. 2nd
300' total

TEL DAVIS
(Signature-Owner/Installer)

Date

IMPORTANT: ATTACH A MAP OF PROPERTY INCLUDING LOCATION OF WELL; ANY WELLS ON
ADJACENT PROPERTY, AND TEST HOLES. ON LOTS LESS THAN 20 ACRES, APPROXIMATE
PROPERTY CORNER SHOULD BE VISIBLY MARKED.

STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
522 S. W. FIFTH AVENUE
P.O. BOX 1760
PORTLAND, OR 97207

FOR DEQ USE ONLY

**LAND USE COMPATIBILITY STATEMENT
FOR ON-SITE SEWAGE DISPOSAL SYSTEMS**

APPLICANT'S NAME <i>J. I. Davis</i>		MAILING ADDRESS <i>High Valley OR 97063</i> STATE ZIP		PHONE [REDACTED]
PROPERTY LOCATION [REDACTED]	HTP [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED] 1981.			
PROPOSED LAND USE <i>Residential</i>				

STATEMENT OF COMPATIBILITY FROM APPROPRIATE LAND USE AUTHORITY
(An equivalent statement may be provided in lieu of this form)

PROPERTY'S ZONING DESIGNATION

A-R Agricultural-Recreation

THE ABOVE PROPOSAL HAS BEEN REVIEWED AND FOUND TO BE:

☒ COMPATIBLE WITH THE LCDC ACKNOWLEDGED
COMPREHENSIVE PLAN
☐ NOT COMPATIBLE WITH THE LCDC
ACKNOWLEDGED COMPREHENSIVE PLAN

OR

☐ CONSISTENT WITH THE
STATEWIDE PLANNING GOALS
☐ NOT CONSISTENT WITH THE
STATEWIDE PLANNING GOALS

REASON FOR FINDING OF COMPATIBILITY/INCOMPATIBILITY

permitted use

PROPERTY IS LOCATED (CHECK ONE)

☐ INSIDE CITY

☐ INSIDE URBAN GROWTH BOUNDARY
☐ OUTSIDE CITY LIMITS

☒ OUTSIDE URBAN
GROWTH BOUNDARY

LAND USE AUTHORITY

Wasco County Planning and Development Office

SIGNED

James Johnson

TITLE

Associate Planner

DATE

5/28/87

☐ CITY/COUNTY CONCURRENCE IF INSIDE URBAN GROWTH BOUNDARY

SIGNED

TITLE

DATE

16412

Control No.

STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY

PERMIT NO. 33-024

Fee

☒ New Construction☐ Repair☐ OtherPermit Issued To I. Davis
(Property Owner's Name)

(Township)

(Range)

(Section)

(Tax Lot / Acct. No.)

(County)

(Road Location)

(City)

(Issued by - Signature)

(Date Issued)

PERMITS ARE NOT TRANSFERABLE

ALL WORK TO CONFORM TO OREGON ADMINISTRATIVE RULES, CHAPTER 340. WORK SHALL BE DONE BY PROPERTY OWNER OR BY LICENSED SEWAGE DISPOSAL SERVICE. (MAKE NO CHANGES IN LOCATION OR SPECIFICATIONS WITHOUT WRITTEN APPROVAL)
SPECIFICATIONS

EXPIRATION DATE _____

TYPE OF SYSTEM StandardDesign Sewage Flow 450 Gal's/DayTank Volume 1000 GallonsDisposal Trenches ☒Seepage Bed(s) ☐300 Square FeetMaximum Depth 36 inches.Minimum Depth 24 inches.300 Linear FeetEqual ☐Loop ☐Serial ☐Pressurized ☐

Minimum Distance Between Trenches _____

Total Rock Depth 12 inches.Below Pipe 6 inches.Above Pipe 2 inches.☐ Rake Sidewall

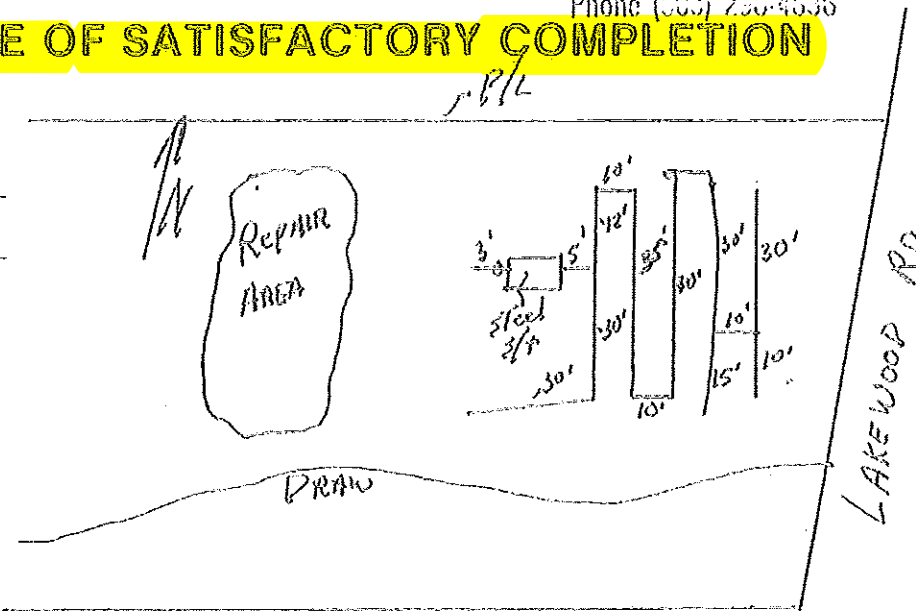
Special Conditions (Follow Attached Plot Plan) _____

PRE-COVER INSPECTION REQUIRED - CONTACT _____

Wasco-Sherman Public Health Dept.

Phone (503) 230-4636

CERTIFICATE OF SATISFACTORY COMPLETION

As-Built Drawing
with Reference LocationsInstaller I. DavisFinal Insp. Date 5/18/87☐ Issued by Operation of Law☐ Pre-cover inspection waived
pursuant to OAR 340, Division 71

In accordance with Oregon Revised Statute 454.666, this Certificate is issued as evidence of satisfactory completion of an on-site sewage disposal system at the location identified above.

[Signature]
 (Authorized Signature)

SANITARIAN
 (Title)

6/4/87
 (Date)

 WASCO-SHERMAN
 PUBLIC HEALTH DEPT.
 (Office)

PLANNING AND ECONOMIC DEVELOPMENT OFFICE
WASCO COUNTY

2705 EAST SECOND STREET THE DALLES, OREGON 97058

KIMBERLY J. JACOBSEN, Director

PHONE: (503) 298-5169

FAX: (503) 296-2691

WASCO COUNTY ADDRESS ASSIGNMENT

Resident: Russ & Sharon Emerson
Assigned Address: [REDACTED]
City: Wamie 97063
Property Description: [REDACTED] Range [REDACTED]
Property Owner: Russ & Sharon Emerson
Date of Assignment: 6-11-97 Posted to Data Base []

Section 8 of the Wasco County Uniform Addressing Ordinance requires that the address numbers be placed as near to the main entrance of each building as is practical and placed on both sides of a post which cannot be easily removed or destroyed, and which is within 30 feet of the driveway. If that post contains the mailbox, the numbers may be placed on both sides of the mailbox. The numbers must be reflective to facilitate identification at night, and shall be at least 2 1/2 inches in height and be legible.

The benefit of posting house numbers is to provide a means for utility, delivery, and most importantly, emergency services to locate your dwelling or property. If your driveway access is off of an easement or private unnamed road, be sure to place the number at both the entrance to that road and your individual driveway.

Please contact the Post Office that will be serving your new address for the regulations regarding the location, size, height, etc. of your mailbox.

<6C\word\records\assign.add>

March 12, 1996

Wasco County Code Compliance
2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561



SPACE RESERVED FOR RECORDER'S USE

HEARING'S OFFICER ORDER #13-130

This Notice references the use or condition of the subject property which is in violation of the Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO) Section 2.090 (G) Other Illegal Land Uses regarding the two 30AMPS electrical services for RVs and the two septic RV dump/cleanout sites.

The subject property is identified as [REDACTED] Tygh Valley (Pine Hollow), map [REDACTED] and Assessor's account number 11178. Deed number 1997-002517 of the Wasco County Clerk Records describing the subject property identifies owners as: RUSSELL L and SHARON L EMERSON with mailing address of 14907 SE Lincoln Portland, OR 97233.

The following is affirmed by the Hearings Officers on this Thursday, September 12, 2013, at The Dalles, Oregon:

- A. The violations are valid as stated in the Notice Violation sent to Russell and Sharon Emerson on June 20, 2013. The Notice of Violation stated RV septic and electrical hookups are in violation; more specifically those include:
1. RV septic dump/cleanout site for "Upper" RV location;
 2. RV septic dump/cleanout site for "Lower" RV location;
 3. 30 AMPS "Upper" RV electrical site; and,
 4. 30 AMPS "Lower" RV electrical site.
- B. The two, 20 AMPS general-purpose electrical sites are not in violation of the WCCNAO as they are not RV-specific amperages.

Approved as to Form:

Wasco County Code Compliance Hearings Officers:

Eric J. Nisley, Wasco County District Attorney

Rod Runyon: Chair, County Commission

Scott Hege: County Commissioner

Steve Kramer: County Commissioner

Please return this original document to: The Commissioner's Journal

Planning Department Item Safeguard Properties Codes Violation

- [Introductory Email](#)
- [Site Visit Pictures – June & July 2013](#)
- [June 6, 2013, Notice of Violation](#)
- [June 27, 2013 Order to Correct](#)
- [July 18, 2013 Notice of Failure to
Comply/Administrative Civil Penalties](#)
- [Hearings Officer Order](#)
- [Lien](#)



Kathy White <kathyw@co.wasco.or.us>

BOC documentation for September 18 Session (PAGAN)

1 message

Kate Foster <katef@co.wasco.or.us>
To: Kathy White <kathyw@co.wasco.or.us>

Mon, Sep 16, 2013 at 3:15 PM

I will see how fast we get done with the Emerson case on Wednesday and try to squeeze this one in. It's pretty cut and dry, no property owner or applicant will be present to dispute.

Note: This information will be presented by staff at the public hearing to provide additional details.

Summary:

- The Planning Department received a complaint in May of 2013 regarding an abandoned property's pool turning green, smelly, and attracting bugs. The property is located at 764 Pleasant Court in the Urban Growth Boundary of The Dalles.
- Kate Foster, Code Compliance Officer, set up enforcement file CODENF-13-05-0024; site visit confirmed this pool is a solid waste and public health hazard. The property owner of record, Juanita Pagan, passed away earlier in the year and the in-ground pool was left unattended and full.
- The mortgage reverted back to Bank of America and their foreclosures are handled by Safeguard Properties.
- Safeguard Properties said the pool cleanout was scheduled to be completed by May 31st. When this was not completed, I sent the Notice of Violation on June 6th.
- I received no response from Safeguard Properties so I sent Order to Correct on June 27th; Safeguard Properties contacted me afterwards and stated the pool cleanup would be complete by July 5th. An opossum was reported to have drowned in the sludgy pool on July 7th and added to the odor.
- Sent Notice of Failure to Comply/Administrative Civil Penalties on July 18th.

- Worked with Safeguard Properties repeatedly towards voluntary compliance and warned them we set an appeal hearing date for September 18 to gain approval for the penalty/lien if still not remedied.
- **Staff Recommendation:** Approve and sign the Hearing's Officer Order affirming the violation is valid as stated in the compliance notices and orders and approve the recommended penalty accrual and lien amount of \$180/day until the maximum penalty amount of \$10,000 is accrued, at which point, a lien for that amount will be recorded.

Attachments (combined into one PDF):

- site visit pictures (one from June and one from July).
- scanned copy of the Notice of Violation sent June 6, 2013;
- scanned copy of the Order to Correct sent June 27, 2013;
- scanned copy of the Notice of Failure to Comply/Administrative Civil Penalties sent July 18, 2013;

Kate Foster

Wasco County Code Compliance

katef@co.wasco.or.us

(541) 506-2564



PAGAN - Hearing Attachments.pdf

1357K







Wasco County Code Compliance
"Working For Our Community"

2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561
Website: www.co.wasco.or.us/planning/codepg.html



Public Health
Prevent. Promote. Protect.

June 6, 2013

NOTICE OF VIOLATION

SAFEGUARD PROPERTIES C/O SUSAN GUIMBA
7887 SAFEGUARD CIRCLE
VALLEY VIEW, OH 44125

SUBJECT: CODENF-10-04-0024

The property located at 764 Pleasant Court in The Dalles, Oregon (Tax Account Number 2185) is in violation of the Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO): Section 2.060 (A) Accumulation, Collection, or Storage of Solid Waste due to the abandoned pool causing a public health hazard containing vectors and emitting noxious odors.

If you believe there is an error in the findings contained within this letter, you have the right to appeal pursuant to WCCNAO Section 3.210. The WCCNAO is online at: http://co.wasco.or.us/planning/Code_ord.html or you may request a copy from the Code Compliance Officer.

You have 15 days, or until 6/21/2013, to:

1. Appeal this notice in writing and submit payment for the \$100 appeal fee payable to Wasco County; OR,
2. Remedy or abate the violations; OR,
3. Call the Code Compliance Officer to work out an abatement plan where a timetable and approved process are established to remedy the violations.

Failure to respond to this notice within 15 days will result in the following:

1. Issuance of an Order to Correct will be sent.
2. A Notice of Violation may be recorded with the deed for this property at the County Clerk's office.
3. A Notice of Failure to Comply/Administrative Civil Penalties notice will be sent outlining the penalties for noncompliance up to \$10,000 for solid waste violations.
4. The County can enforce abatement at the owner's expense.
5. A lien can be placed against the property for penalties, abatement costs, and other County charges.

Please contact me to discuss a timeline for remedy of these violations. I am available by phone and email Monday - Thursday 8am - 5pm. Since my job involves frequent trips out of the office for site visits, it is better to make an appointment if you desire to meet in person at the office or on-site.

Thank you,

Kate Foster
Code Compliance Officer for Wasco County
541-506-2564
katef@co.wasco.or.us



Wasco County Code Compliance
"Working For Our Community"

2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561
Website: www.co.wasco.or.us/planning/codepg.html



Public Health
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ORDER TO CORRECT

June 27, 2013

SAFEGUARD PROPERTIES
7887 SAFEGUARD CIRCLE
VALLEY VIEW, OH 44125

SUBJECT: CODENF-13-05-0024

As the person(s) responsible for the use or condition of the property located at 764 Pleasant Court in The Dalles, Oregon (otherwise identified as tax account number 2185 in the Assessor's Records) located in the Urban Growth Boundary of the City of The Dalles, you are hereby warned that the following use(s) or condition(s) exist on the described premises which are in violation of the Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO): Solid Waste per WCCNAO Section 2.060 due to the public health hazard existing in the abandoned swimming pool on the property.

If you believe there is an error in the findings contained within this letter, you have the right to appeal pursuant to WCCNAO Section 3.210. The WCCNAO is online at: http://co.wasco.or.us/planning/Code_ord.html or you may request a copy from the Code Compliance Officer.

You have 15 days, or until 7/12/2013 to:

1. Appeal this notice in writing and submit payment for the \$100 appeal fee payable to Wasco County; OR,
2. Remedy or abate the violation and notify the Code Compliance Officer; OR,
3. Call the Code Compliance Officer to work out an abatement plan where a timetable and approved process are established to remedy the violation.

Failure to respond to this notice will result in the following:

1. A Notice of Failure to Comply/Administrative Civil Penalties notice will be sent and a Notice of Violation may be recorded with the deed for this property at the County Clerk's office.
2. Penalties will be assessed by the Hearing's Officer. Each day a new charge of up to \$2,000 per day, per violation, will be assessed.
3. A lien can be placed against the property for penalties, abatement costs, and other County charges.
4. The County can enforce abatement at the owner's expense.

My goal as the Wasco County Code Compliance Officer is to help you through the compliance process without the need for assessment of penalties and further enforcement action. Please **contact me by July 12, 2013** to discuss possible solutions for compliance. I will work my schedule around your needs whenever possible. Thank you,

Kate Foster
Code Compliance Officer for Wasco County
541-506-2564
katef@co.wasco.or.us



Wasco County Code Compliance
"Working For Our Community"

2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561
Website: www.co.wasco.or.us/planning/codepg.html



Public Health
Prevent. Promote. Protect.

NOTICE OF FAILURE TO COMPLY/ADMINISTRATIVE CIVIL PENTALTIES

July 18, 2013

BANK OF AMERICA C/O
SAFEGUARD PROPERTIES
7887 SAFEGUARD CIRCLE
VALLEY VIEW, OH 44125

SUBJECT: CODENF-13-05-0024

As the person(s) responsible for the use or condition of the property located at 764 Pleasant Court in The Dalles, Oregon (otherwise identified as tax account number 2185 in the Assessor's Records) located in the Urban Growth Boundary of the City of The Dalles, you are hereby warned that the following use(s) or condition(s) exist on the described premises which are in violation of the Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO) Section 2.060 Solid Waste due to the public health hazard existing in the abandoned swimming pool on the property.

The WCCNAO is online at: http://co.wasco.or.us/planning/Code_ord.html or you may request a copy from the Code Compliance Officer.

You have 15 days, or until August 2, 2013 to:

1. Appeal this notice in writing and submit payment for the \$100 appeal fee payable to Wasco County; OR,
2. Correct the violations; OR,
3. Call the Code Compliance Officer to work out an abatement plan.

Note: If this notice is not appealed, it will be submitted to the Hearings Officers for review. The date and location of the review will be made available upon request; however, no testimony or comment is allowed since it is not a hearing.

Failure to respond to this notice within 15 days will result in the following:

1. A Notice of Violation will be recorded with the deed for this property at the County Clerk's office.
2. Penalties of \$280 per day will be assessed daily beginning on a date set by the Hearings Officers. (See table at the end of this letter for more penalty information.)¹
3. A lien can be placed against the property for penalties, abatement costs, and other County charges.
4. The County can enforce abatement at the owner's expense.

- On May 22, 2013, Susan Guimba at Safeguard Properties told me the violation would be abated by May 23, 2013.
- On June 4, 2013, Susan Guimba at Safeguard Properties told me the work was scheduled to be completed on May 31, 2013 but it was not so she was to follow up with the vendors and put a "rush order" on it.
- Sent Notice of Violation to Safeguard Properties on behalf of Bank of America on June 6, 2013.

- June 12, 2013, I was informed that Patricia Hornsby was now handling the case for this property; left messages for her on June 12th and June 24th and did not hear back so I sent the Order to Correct to Safeguard Properties on behalf of Bank of America on June 27, 2013.
- July 1, 2013, called for Patricia Hornsby, who was out, and spoke with Roland Bennett who said the job was now scheduled to be completed by July 5, 2013. I sent him a copy of the Notice of Violation and Order to Correct by email for the records.
- July 9, 2013, Patricia Hornsby told me their estimate results would be back by July 11, 2013.
- July 17, 2013, Called Patricia Hornsby, who had "stepped away from her desk" and spoke to Marcus who said he would have Patricia contact me back with an update on the abatement for the subject property.

At this time I have no abatement timeline established and all previous abatement agreements have not been met. Please **contact me by August 2, 2013** to discuss the remedy of this violation and the penalties will not begin to accrue, provided we outline a timeline for abatement and you meet those timelines. I can be contacted by phone, email, in the office by appointment, or on-site and will do my best to work my schedule around your needs.

Thank you,



Kate Foster
Code Compliance Officer for Wasco County
katef@co.wasco.or.us
541-506-2564

¹ Accumulations of solid waste is considered a new violation each day that the violation continues. The maximum penalties for this type of violations is \$10,000. **The following table shows how your penalties will accrue if the Code Compliance Officer is not contacted to work out an abatement plan or if the violation is not remedied.**

	First Violation: Accumulation and Storage of Solid Waste and Junk	Total Cumulative Penalties
Day 1 Penalties	\$280	\$280
Day 2 Penalties	\$280	\$560
Day 3 Penalties	\$280	\$840
Day 4 Penalties	\$280	\$1,120
Day 5 Penalties	\$280	\$1,400
Day 10 Penalties	\$280	\$2,800
Day 15 Penalties	\$280	\$4,200
Day 20 Penalties	\$280	\$5,600
Day 25 Penalties	\$280	\$7,000
Day 30 Penalties	\$280	\$8,400
Day 35 Penalties	\$280	\$9,800
Day 36 Penalties	\$200	<u>\$10,000</u>
\$10,000 Maximum Total Penalty		Maximum Total Penalty

Wasco County Code Compliance
2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561



SPACE RESERVED FOR RECORDER'S USE

HEARING'S OFFICER ORDER #13-130

This Notice references the use or condition of the subject property which is in violation of the Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO) Section 2.060 Solid Waste due to the public health hazard existing in the abandoned swimming pool on the property identified as 764 Pleasant Court in The Dalles, map 2N 13E 29 DD 3600, and Assessor's account number 2185.

Deed number 2009-005138 of the Wasco County Clerk Records describing the subject property identifies the owner as: JUANITA M. PAGAN. A published obituary states the owner passed away on January 10, 2013; Bank of America began the foreclosure process and took possession of the property. Bank of America contracts their foreclosures to Safeguard Properties whose mailing address is: 7887 Safeguard Circle; Valley View, OH 44125.

The following is affirmed by the Hearings Officers on this Thursday, September 19, 2013 at The Dalles, Oregon:

- A. The violation is valid as stated in the Notice of Failure to Comply/Administrative Civil Penalties sent to Bank of America c/o Safeguard Properties on July 18, 2013.
- B. We authorize accrual of penalties for this violation at the rate prescribed by the WCCNAO of \$280/day up to a maximum penalty amount of \$10,000 beginning September 18, 2013.
- C. If the maximum penalty amount is reached, a lien will be recorded in the County Clerk's deed records for the full amount. If the property owner notifies the Compliance Officer of abatement and the abatement is verified, the penalties will not accrue or will cease accruing on the day notification is provided.

Approved as to Form:

Wasco County Code Compliance Hearings Officers:

Eric J. Nisley, Wasco County District Attorney

Rod Runyon: Chair, County Commission

Scott Hege: County Commissioner



Steve Kramer: County Commissioner

Please return this original document to: The Commissioner's Journal

AFTER RECORDING RETURN ORIGINAL TO:

Wasco County Code Compliance
2705 East Second Street The Dalles, OR 97058
Phone: (541) 506-2564; Fax (541) 506-2561



SPACE RESERVED FOR RECORDER'S USE

RECORDED PROPERTY LIEN

Property Owner:	Bank of America c/o Safeguard Properties on behalf of Juanita M. Pagan (Deceased)	Map and Tax Lot:	2N 13E 29 DD 3600
File Number:	CODENF-13-05-0024	Account Number:	2185
Property's legal description is contained within Deed 2009-005138 of the Wasco County Clerk Records.			

Wasco County determines a violation of Section 2.060 of the Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO) for solid waste exists on the aforementioned property. Due to the continuance of the stated violation and pursuant to provisions in the WCCNAO, **a lien in the amount of \$10,000** on the above-mentioned property **is hereby authorized for recordation** on the property's deed record if the violation remains unabated by the time the maximum penalty accrues. The following was affirmed by the Hearings Officers in Order #13-130:

- The violation is valid as stated in Code Compliance Notices and Orders; and
- The penalties assessed shall be \$280/per day beginning September 18, 2013 up to \$10,000 maximum; and,
- If the person in charge of the property does not remedy the violation by the time the penalty amount reaches the \$10,000 maximum, the result will be placement of a \$10,000 property lien.

Dated this Thursday, September 19, 2013, at The Dalles, Oregon

HEARINGS OFFICERS:

Rod Runyon: Chair, County Commission

Scott Hege: County Commissioner

Steve Kramer: County Commissioner

State of Oregon, County of Wasco County

This instrument was acknowledged before me on _____ 20____ by:

Notary Public – State of Oregon

My Commission expires: _____ 20____

Agenda Item
Public Works

- [Sevenmile Hill Realignment](#)
- [River Front Trail Easement](#)
- [Cooperative Assistance Agreement](#)

Public Works
Sevenmile Hill Realignment

- [Introductory Email](#)
- [Resolution \\$13-015 Declaring the New
Alignment of a Portion of Sevenmile Hill
Road and Vacating Portions of the Old Road](#)



Kathy White <kathyw@co.wasco.or.us>

Fwd: Sevenmile Hill Resolution and Riverfront Trail Easement

1 message

Marty Matherly <martym@co.wasco.or.us>

Mon, Sep 9, 2013 at 2:19 PM

To: Kathy White <kathyw@co.wasco.or.us>

Hi Kathy,

Attached is a Resolution declaring the new portion of Sevenmile Hill Road a county road and vacating portions of the old road. The work was done in 2009 but the survey was completed recently. Need BOC signatures. Lyle Stevens, County Road Surveyor will explain.

Marty

----- Forwarded message -----

From: **Lyle Stevens** <lyles@co.wasco.or.us>

Date: Mon, Sep 9, 2013 at 11:40 AM

Subject: Sevenmile Hill Resolution and Riverfront Trail Easement

To: Marty Matherly <martym@co.wasco.or.us>

Marty:

I have attached PDF's of both the Sevenmile Hill Road Resolution for the portion of Sevenmile Hill Road that was reconstructed in 2007 and the Riverfront Trail Easement Document describing the portion of Riverfront Trail that affects the County Parcel being used by the Home At Last Animal Shelter.

Lyle

--

Marty Matherly
Public Works Director
Wasco County
2705 East 2nd Street
The Dalles, Oregon 97058
541-506-2646
martym@co.wasco.or.us



SEVENMILE HILL RESOLUTION.pdf

184K

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

IN THE MATTER OF DECLARING THE)	
NEW ALIGNMENT OF A PORTION OF)	RESOLUTION
SEVENMILE HILL ROAD AS A COUNTY)	#13-015
ROAD AND VACATING PORTIONS OF)	
THE OLD ROAD)	

NOW ON THIS DAY, the above entitled matter having come on regularly to be heard, said date being on duly set in term for the transaction of public business and a majority of the Board being present; and

WHEREAS, Sevenmile Hill County Road has been reconstructed in accord with the Wasco County Road Priority System; and

WHEREAS, said road has been constructed to the design standards adopted by Wasco County at the time of construction; and

WHEREAS, the said road follows the general alignment of the existing Sevenmile Hill County Road in some areas and deviates from the alignment of said road in other areas; and

WHEREAS, some portions of the old right-of-way have public utilities located therein; those utility easements need remain in effect.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That Wasco County shall adopt as a County road that portion of Sevenmile Hill Road as the road is shown on the official survey map, filed at the Wasco County Surveyor Office, File Ne. J-14-1A SEVENMILE and J-14-1B SEVENMILE; Wasco County shall also vacate those portions of the old right-of-way and retain as public utility easements those portions of the old right-of-way and as depicted on said official strip map (Wasco County Surveyor File No. J-14-1A SEVENMILE and J-14-1B SEVENMILE) said map being part of this Resolution.

IT IS HEREBY FURTHER RESOLVED: That the portion of Sevenmile Hill County Road as shown on that certain map, File No. J-14-1A SEVENMILE and J-14-1B SEVENMILE, is the official location of this road, and that those portions of the old alignment of this road, which are identified on said map to be vacated, are hereby vacated.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon this 18th day of September, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Steve Kramer, County Commissioner

Public Works
Riverfront Trail Easement

- [Introductory Email](#)
- [Grant of Easement](#)



Kathy White <kathyw@co.wasco.or.us>

Fwd: Riverfront Trail Easement

1 message

Marty Matherly <martym@co.wasco.or.us>

Mon, Sep 9, 2013 at 2:26 PM

To: Kathy White <kathyw@co.wasco.or.us>

Cc: Lyle Stevens <lyles@co.wasco.or.us>

Kathy,

Attached is a River Front Trail Grant of Easement survey describing the portion of River Front Trail that affects the county parcel being used by the Home at Last Animal Shelter. Need BOC signatures and Lyle Stevens will explain. I'll also be with Lyle for this discussion and the other resolution too.

Thanks, Marty

----- Forwarded message -----

From: **Lyle Stevens** <lyles@co.wasco.or.us>

Date: Mon, Sep 9, 2013 at 1:53 PM

Subject: Riverfront Trail Easement

To: Marty Matherly <martym@co.wasco.or.us>

Marty:

Hopefully this will be the right one this time.

—

Marty Matherly
Public Works Director
Wasco County
2705 East 2nd Street
The Dalles, Oregon 97058
541-506-2646
martym@co.wasco.or.us



2013 RIVERFRONT TRAIL ESMT.pdf

219K

Account No.:
Property Address:

After Recording Return to:
Commissioners Journal

GRANT OF EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that **WASCO COUNTY, a political subdivision of the State of Oregon**, hereinafter called Grantor, for the consideration herein stated does hereby grant, bargain, sell and convey unto **NORTHERN WASCO COUNTY PARKS AND RECREATION DISTRICT, a municipal corporation of the State of Oregon**, hereinafter called the Grantee and unto Grantee's heirs, successors and assigns, a perpetual nonexclusive easement for the purpose of developing, constructing, and maintaining a pedestrian and bicycle trail commonly known as Riverfront Trail for the public benefit. The easement is granted on the condition that Grantee shall have the obligation to construct, maintain, and improve the easement or the trail located thereon. The easement is further conditioned upon Grantee indemnifying Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's, Grantee's invitees', and the public's use of the easement area and the trail. Grantee assumes all risks arising out of its and the public's use of the easement area and trail, and Grantor shall have no liability to Grantee or to others for any condition existing thereon. The trail to be constructed, maintained and used shall be located within the following easement area located in the County of **Wasco** and State of Oregon and more particularly described as follows:

A 20-foot wide strip of land lying in the NW $\frac{1}{4}$ of Section 28, Township 2 North, Range 13 East, Willamette Meridian, Wasco County, Oregon and being a portion of that property depicted as "Tax Lot 600" of Chenoweth Creek Industrial Subdivision and Property Line Adjustment, filed as 99-5492 in the Office of the Wasco County Clerk on October 19, 1999 and belonging to **Wasco County**, being more particularly described as follows

A strip of land 20.00 feet in width lying 10.00 feet on each side of the following described centerline.

Commencing at the Northwest Corner of said Section 28, Township 2 North, Range 13 East, Willamette Meridian, thence South 52 degrees 44 minutes 23 seconds East a distance 1316.63 feet to the True Point of Beginning of this description; thence South 46 degrees 11 minutes 10 seconds West along said centerline a distance of 33.35 feet to the beginning of a circular curve; said curve being concaved to the left, having a central angle of 69 degrees 29 minutes 51 seconds and a radius of 37.09 feet; (the long chord of which bears South 11 degrees 26 minutes 14 seconds West 42.28 feet); thence South 23 degrees 18 minutes 41 seconds East a distance of 91.89 feet to the beginning of a circular curve, said curve being concaved to the left, having a central angle of 88 degrees 36 minutes 58 seconds and a radius of 92.97 feet; (the long chord of which bears South 67 degrees 37 minutes 10 seconds East 129.89 feet); thence North 68 degrees 04 minutes 21 seconds East a distance of 51.76 feet to the beginning of a circular curve, said curve being concaved to the right, having a central angle of 49 degrees 34 minutes 40 seconds and a radius of 72.83 feet; (the long chord of which bears South 87 degrees 08 minutes 19 seconds East 61.07 feet); thence South 62 degrees 20 minutes 59 seconds East a distance of 34.78 feet to the beginning of a circular curve, said curve being concaved to the left, having a central angle of 23 degrees 21 minutes 26 seconds and a radius of 72.22 feet; (the long chord of which bears South 74 degrees 01 minutes 42 seconds East 29.24 feet); thence South 85 degrees 42 minutes 25 seconds East a distance of 80.54 feet to point lying within Lot 33 of Chenoweth Creek Industrial Subdivision and Property Line Adjustment Plat said Lot 33 being reserved for Riverfront Trail.

Attached hereto and by this reference made a part hereof is an Exhibit Map showing this parcel of land marked Exhibit A.

To Have and to Hold the same unto the said Grantee and Grantee's heirs successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is **None**

APPROVED AS TO FORM:

_____,
Eric Nisley
Wasco County District Attorney

GRANTOR

WASCO COUNTY, an Oregon Political
Subdivision,

WASCO COUNTY COMMISSIONERS

_____,
Rod Runyan, County Commissioner Chairman

_____,
Scott Hege, County Commissioner

_____,
Steve Kramer, County Commissioner

GRANTEE
NORTHERN WASCO COUNTY PARKS
& RECREATION DISTRICT

THE UNDERSIGNED GRANTEE BY AND THROUGH
THE UNDERSIGNED CORPORATE OFFICERS DULY
AUTHORIZED BY ORDER OF ITS GOVERNING BOARD
DOES HEREBY ACCEPT THE FOREGOING EASEMENT
SUBJECT TO THE CONDITIONS THEREOF. THE
GRANTEE CONVENANTS TO BE BOUND BY SAID
CONDITIONS AND TO DEVELOP AND MAINTAIN
AND USE THE RIVERFRONT TRAIL WITHIN THE
EASEMENT AREA IN ACCORDANCE THEREWITH.

By _____
President

By _____
Secretary

STATE OF OREGON)
) ss.
County of Wasco)

February ____, 2013

Personally appeared Rod Runyan, Scott Hege, and
Steve Kramer, who, being sworn, each for himself
and not one for the other, did say that the former is the
Chairman and the latter two, are Commissioners for
Wasco County, a political subdivision, and that said
instrument was signed on behalf of said subdivision
by authority of its governing body; and each of them
acknowledged said instrument to be its voluntary act
and deed.

Before me:

Notary Public for Oregon
My commission expires _____

STATE OF OREGON)
) ss.
County of Wasco)

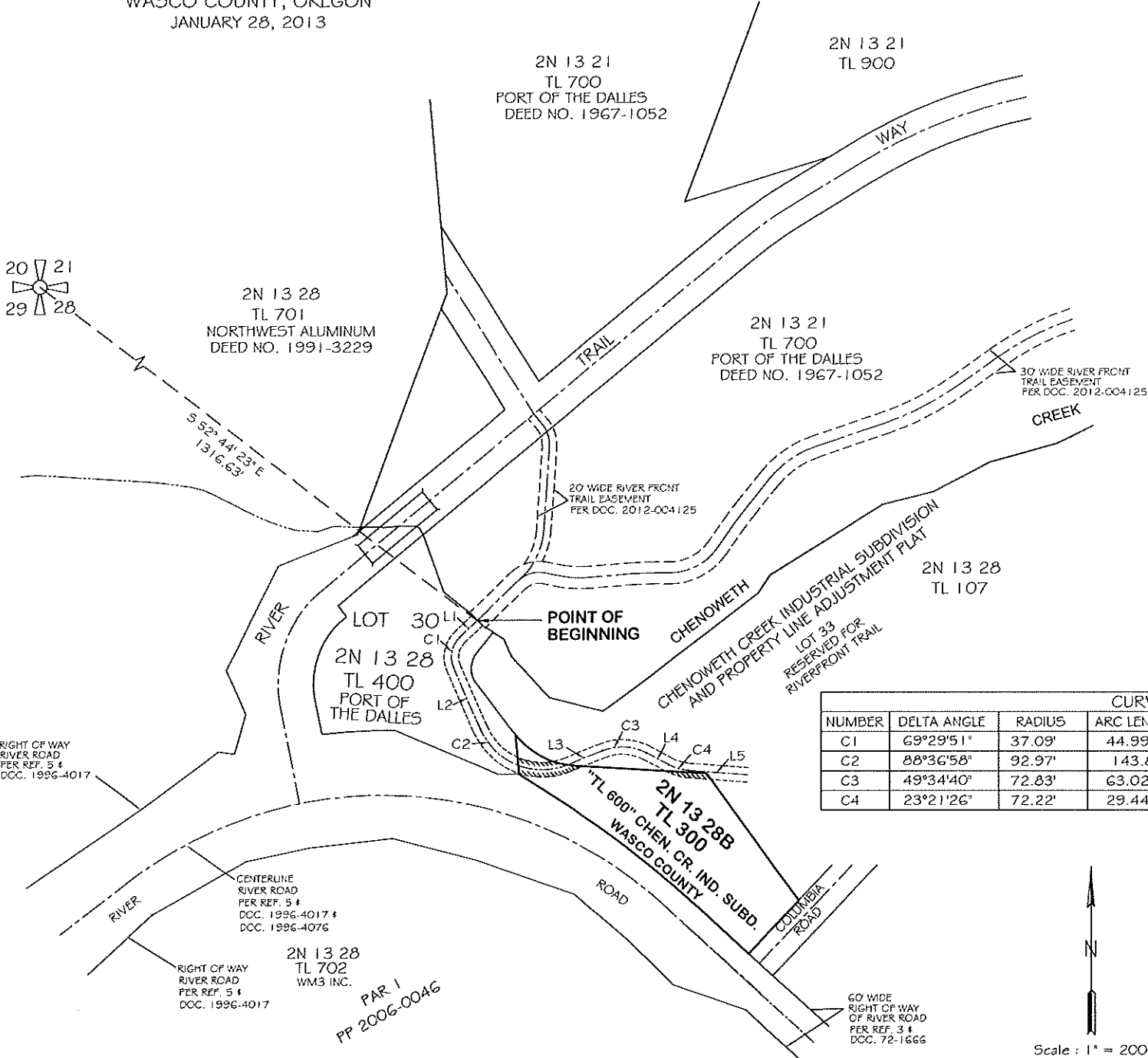
February ____, 2013

Personally appeared _____ and
_____ who, being sworn,
each for himself and not one for the other, did say
that the former is the President and the latter, is the
Secretary of Port of The Dalles, a municipal
corporation, that said instrument was signed on
behalf of said corporation by authority of its
governing body; and each of them acknowledged
said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires _____

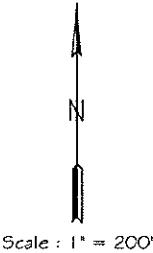
EXHIBIT A
 PORTION OF THE
 NW 1/4 OF SEC. 28
 TOWNSHIP 2 NORTH, RANGE 13 EAST, W.M.
 WASCO COUNTY, OREGON
 JANUARY 28, 2013



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 46°11'10" W	33.35'
L2	S 23°18'41" E	91.89'
L3	N 68°04'21" E	51.76'
L4	S 62°20'59" E	34.78'
L5	S 85°42'25" E	80.54'

CURVE TABLE						
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	69°29'51"	37.09'	44.99'	25.73'	S 11°26'14" W	42.28'
C2	88°36'58"	92.97'	143.80'	90.75'	S 67°37'10" E	129.89'
C3	49°34'40"	72.83'	63.02'	33.63'	S 87°08'19" E	61.07'
C4	23°21'26"	72.22'	29.44'	14.93'	S 74°01'42" E	29.24'

LEGEND
 = NEW 20' WIDE EASEMENT DEDICATED PER THIS DESCRIPTION



**Public Works
Cooperative Assistance Agreement**

- [Oregon Public Works Emergency Response
Cooperative Assistance Agreement](#)

OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



June 14, 2013

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):

Agenda Item
Executive Session

- No documents have been submitted for this item – RETURN TO AGENDA