

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA Wednesday, October 16, 2013**  
**LOCATION: Wasco County Courthouse, Room #302**  
**511 Washington Street, The Dalles, OR 97058**

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

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

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

12:30 p.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) [Warm Springs Noxious Weed Agreement](#), [Treasurer's Report](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 10.2.2013](#)

12:45 p.m. [Six Rivers Mediation Update](#) – Marti Kantola Dane

1:00 p.m. [Youth Think/Youth Services Grants/Contracts](#) – Debby Jones/Molly Rogers

1:15 p.m. [Wasco County Tobacco Policy](#) – Mary Gale

1:30 p.m. [Public Health Contracts](#) – Teri Thalhofer

1:45 p.m. [Watson Hearing](#) – Planning Department

2:45 p.m. [Mass Gathering Ordinance](#) – John Roberts

3:30 p.m. **LUNCH**

5:00 p.m. **Reconvene**

5:15 p.m. [Mission Ridge Vacation Report](#) – Marty Matherly

5:30 p.m. [Wasco County Roads Public Hearing](#)

**NEW / OLD BUSINESS**  
**COMMISSION CALL / REPORTS**  
**ADJOURN**

If necessary, Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
October 16, 2013

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

At 12:30 p.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

**Department Head – Surplus Vehicles**

Chief Deputy Lane Magill learned last week that a local car dealer would be holding an auto auction at the end of October. The dealer offered to include County surplussed vehicles in the auction. Chief Deputy Magill negotiated the same commission the County pays at the spring auction. The vehicles need to be surplussed by the Board in order to be placed for auction.

Chair Runyon asked if other local dealers hold auctions. Chief Magill replied that he is not aware of any, but that if there are, he would be happy to rotate surplussed vehicles through any local dealer at the same commission rate.

**{{{Commissioner Hege moved to approve Order #13-135 surplussing Sheriff's Department Vehicles: Unit #03-08 2003 Dodge Durango VIN #1DHS48N63F568941, Unit #04-03 2004 Dodge Durango VIN #1DHB48D94F145314, Unit #04-19 2004 Ford Taurus VIN #1FAFP53U44A102621. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Open to Public – MCCOG Complaint**

Wayne Lease, 2178S State of Oregon Master Electrician and resident of White Salmon, Washington, came forward to advise the Board of his filed grievance

with the State of Oregon against Mid-Columbia Council of Governments. He suggested that all members of the Board read the services policy mandated to be sent to the Secretary of State. He stated that a March 30, 2010, revised Services Policy corrected errors in the original January 1, 2008 Services Policy. He commended the Wasco County Commissioners who sit on the MCCOG Board for voting against the recently proposed increase in building codes fees, saying they upheld the law in doing so. He assured the Board that he would not give them any information for which he cannot provide supporting documentation.

Mr. Lease stated that there is over \$1 million dollars of funds mismanaged by MCCOG and \$400,000 of funds unaccounted for; he called the alleged misconduct "Wind Gate" and said he has an inside source he has dubbed "Water Spout." He suggested that someone with the necessary background in finance needs to review the MCCOG budget process. He explained that MCCOG actions affect everyone in his profession – a profession that contributes to the bottom line of the local economy.

Barbara Pashek, resident of The Dalles, OR, asked if the Building Codes Department could be absorbed by another entity. Mr. Lease responded that it can be done publicly or contracted to a private entity. Ms. Pashek asked if it could be put under the Wasco County Planning Department. Mr. Lease responded that it could. Mr. Lease cautioned that if the MCCOG Building Codes experiences a short fall, the counties have to make up the difference.

Ms. Pashek asked if a majority vote of the MCCOG Board would be all that is required to move the Building Codes out of MCCOG. Mr. Lease said he could not speak to that. He advised the BOCC that the County could freeze the fees if put to a vote. He added that MCCOG has made some loans that are not paying back fast enough.

The Board thanked Mr. Lease for coming.

#### **Agenda Item – 6 Rivers Mediation**

6 Rivers Executive Director Marti Kantola distributed informational pamphlets to the Board (attached), thanking Wasco County for their support - both financial and in volunteer hours. She explained that 6 Rivers' services are used in a wide variety of ways, from nuisance neighbor disputes to community partner negotiations to working with schools and students on a variety of issues,

including truancy. She noted that as a result of the economic crisis they have been doing a lot of foreclosure mediation.

Ms. Kantola explained that they are currently housed under MCCOG but that at the November 11<sup>th</sup> MCCOG meeting, 6 Rivers Mediation will propose a resolution to separate from MCCOG. She stated that the 6 Rivers Mission is no longer a good fit with MCCOG; in addition, the administrative costs at MCCOG are becoming too costly. She said their funding streams will be transferred to another entity.

Ms. Kantola went on to say that Wasco County is part of a five-county group that participates in a funding process to obtain state funds administered by Oregon State University for community mediation. She stated that she has been notified by the University that additional funding is available. She will be submitting a proposal for how those funds could be used and she will be asking for the County's support.

Chair Runyon asked if 6 Rivers' main office is in Hood River and if they have office space in The Dalles. Ms. Kantola replied that their main office is in Hood River; in The Dalles they use conference rooms provided by MCCOG. He asked if the separation from MCCOG will create a need to relocate. Ms. Kantola said that they will have to restructure everything and secure new office space. Chair Runyon suggested that she talk with Mr. Stone about County space available for rent.

Commissioner Hege asked for an overview of what they have been doing in Wasco County. Ms. Kantola reported that they have worked on a variety of issues including custody issues, rental disputes and work with juveniles. She added that every time she reads the paper she sees two or three cases in which they could have been of assistance had the issues been brought to mediation. She encouraged the Board to keep mediation services in mind as they move through the community.

**Agenda Item – Youth Think/Youth Services Contracts**

Youth Services Assistant Sandra Silva came forward with three contracts to be considered by the Board. With the assistance of Public Health Director Teri Thalhofer, she explained that Amendment A1 is to fill the funding gap during the transition from the Commission system to the Early Learning Hub. This amendment will ensure that existing programs will continue to be funded until

such time as the ELC HUB is established and prepared to administrate the funding. Once that transition is complete this contract will be replaced.

**{{{Commissioner Hege moved to approve the State of Oregon Intergovernmental Contract for Professional Services Amendment #A1. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Ms. Silva and Ms. Thalhofer explained that the AMA Foundation grant was applied for through Youth Think; Finance Manager Monica Morris has advised them that a budget adjustment will not be necessary – the grant money will just need to be accepted and appropriated.

Brief discussion ensued regarding a discrepancy in the awarded amount and a lesser amount outlined in the grant application. It was determined that the greater amount awarded is not affected by the application.

**{{{Chair Runyon moved to approve the AMA Healthy Grant Agreement pending formalization by Prevention Coordinator Debby Jones to accept and appropriate the funds. Commissioner Hege seconded the motion which passed unanimously.}}}**

Ms. Silva and Ms. Thalhofer explained that the Marketing Consultant Grant is the same as has been executed in the past; Ms. Griswold helps with marketing and other work for Youth Think.

**{{{Commissioner Kramer moved to approve the AD70 Marketing Consultant Grant Agreement with Linda Griswold. Commissioner Hege seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Wasco County Tobacco Policy**

Mary Gale handed out an article published in *The Dalles Chronicle* entitled "The Economics of Addiction." (attached) She also provided a tobacco fact sheet (attached). She introduced Barbara Pashek who read a prepared statement:

"For an example, 'Can an employer make a rule banning chewing tobacco in the employer's buildings? We have several employees who chew and they often use a soda can for disposal. We've had to deal with these gooey, disgusting messes when the pop cans are tossed into the recycling bin and management views this as a health issue. If we cannot forbid chewing on the premises, can we require

these individuals to bring in a different type of receptacle that they remove from their area after work?" She said it goes on . . . it's called HR, the Employer's Forum, regarding chewing tobacco.

Ms. Pashek continued reading: "You have a perfume free ban downstairs. I believe very firmly that you need to put a total non-smoking ban in the whole of Wasco County. You have some people chewing; sometimes it ends up in some sinks that other people in the building and other employees run into. You have some employees that are spitting in cups in County trucks. Wouldn't that be fun to climb into and sit down and start driving? You also have some employees who are spitting outside of the County buildings. Be fun to step in that wouldn't it? You have the right to ban all smoking products and I would like to see you do it."

Commissioner Kramer asked Ms. Pashek to clarify if she meant all smoking products or all tobacco products. Ms. Pashek replied that she meant all tobacco products. Ms. Pashek pointed out that Major League Baseball and the National Collegiate Athletic Association have banned tobacco products.

Commissioner Hege asked Ms. Pashek if she has personally experienced any of these occurrences. Ms. Pashek responded that she has not but that she has been told about it by several people.

Ms. Gale stated that what Ms. Pashek is referring to is the same thing they discovered in their survey. She then reviewed the items outlined in the presentation that is included in the Board Packet. She stated that the strength of the current policy is signage and an increase in calls to the quit lines; in July there were fifteen calls to the quit line from Wasco County compared to an historical average of one.

She went on to say that Directors and employees are not required to communicate the policy but should be encouraged to do so. She said that they have cards that can be handed out that help the encounter to be a friendly one. Center for Living (CFL) has been a great partner in this effort; they communicate directly with their clients. She added that there is a need for a designated smoking area for CFL.

Ms. Gale said it will take persistence to let people know that the County is serious about the policy. She asked that the BOCC help by strengthening the

language in the policy. She reported that they are waiting for improved language and will bring that to the Board as soon as it is available. While the State suggests imposing fines, Public Health believes that a friendly approach will be more successful; the end goal is to train clients to not come onto the property with a tobacco product.

Chair Runyon asked about the gray object next to a pole in the photograph of the designated smoking area. Ms. Gale replied that it is a receptacle for discarded cigarettes. Chair Runyon asked what someone would do if they were chewing tobacco. Ms. Gale responded that it is a good question; however, the predominant issue is smoking. She asked for the Board's support.

Chair Runyon asked if she would be returning with the language revisions. Ms. Thalhoffer responded that they would but wanted to know if they have the support of the Board before moving forward with the work.

Chair Runyon stated that the BOCC had agreed to support the policy in the beginning. He said that if this is strengthening the language without changing the policy, he can support that. He asked how long it had been since the initial survey. Ms. Gale replied that it has been 18 months. Chair Runyon observed that it may be time to run a new survey. Commissioner Hege suggested they include questions to determine how employees feel about the policy and its enforcement. Ms. Gale asked if she might include questions about employees' opinions regarding the insurance costs. Chair Runyon suggested that they add questions and present them to the Board for feedback.

Ms. Thalhoffer said that some of the employee resistance they get from Parole and Probation is a feeling that their clients already have too much to deal with and do not need the additional burden of a no-smoking policy. She pointed out that studies show that if you treat nicotine addiction along with other addictions, people are 25% more likely to stay clean.

Chair Runyon stated that Public Health does not have to wait until a Board session to provide the Board with information regarding the survey and policy language; that information can be sent at any time. Ms. Gale stated that they will need the support of Parole and Probation in order to be successful.

Commissioner Hege said that he believes we need to continue to change the norm without fines. He has mentioned the policy to people and most have been receptive but it takes several times for some people to make the change.

**Agenda Item – Public Health Contracts**

Ms. Thalhoffer explained that up to now undocumented pregnant women could receive an emergency waiver for delivery coverage but no prenatal care. Oregon has decided that prenatal care saves money in the delivery and produces healthier babies that need less postnatal care. She pointed out that it has not been an issue in our community; Wasco County enjoys a high rate of prenatal care participation even among the undocumented women. She explained that the local women's clinic has a contract program for uninsured women.

Ms. Thalhoffer said that the new contract will cover not only delivery but prenatal care as well; it begins July 1, 2013 and ends June 30, 2015 -- covering the biennium. She explained that this contract will soon be replaced with a new one that designates the State of Oregon to pay the match.

**{{{Commissioner Hege moved to approve OHA Agreement Number 135200 Amendment to State of Oregon Intergovernmental Agreement CAWEM Prenatal Expansion Program. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Ms. Thalhoffer explained that the OHSU research grant covers the cost of the Health Officer who staffs the Community Connections Network Clinic. Commissioner Kramer asked about the institutional conflict of interest clause. Ms. Thalhoffer responded that if for instance, Dr. Harpole has a grant from Pfizer, he would have to declare that.

**{{{Commissioner Hege moved to approve the Research Subaward Agreement Amendment. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Ms. Thalhoffer reported that they are running into difficulties with the EDEN system set-up. She said that Finance Manager Monica Morris has raised concerns about releasing employee information to anyone outside the County. She explained that in order to set the system up they need to set up a parallel process in which the information in the new system matches exactly the information in the existing system for the Public Health employees.



Mr. Stone observed that the information will have to be gathered in any case as the Public Health employees will all have to submit new W-4 forms to Public Health. Ms. Thalhoffer restated that the information must match exactly. Mr. Stone suggested that the County and Public Health meet to come to an understanding of what is necessary and how best to achieve the desired outcome.

Ms. Thalhoffer said she has been working through the Commission as she had been asked to do. She said she needs operational agreements to be in place as Wasco County's commitment has been minimal. Chair Runyon stated that a meeting needs to occur in which cooperation runs in both directions.

Ms. Thalhoffer stated that the 9 commissioners agreed that this is the direction to go and asked if the Board wanted to pass that process to staff. She noted that all of this is in the Board of Health minutes and being negotiated by the Commissioners on the Board of Health. Commissioner Kramer suggested that if that is the process, perhaps it is the Board of Health who needs to be communicating with Wasco County.

**Discussion List Item – Warm Springs Noxious Weed Agreement**

Commissioner Kramer explained that he had spoken to Weed Superintendent Merle Keys who advised that the issue with the timing of the agreement is at a higher level in the Tribes' administration and suggested that the Board might communicate to the Tribes the need to have this come through a little sooner. Ms. White said that she had pushed for an early signature based on an email from the Tribe indicating they had to meet a fiscal deadline. She had been able to have Commissioner Kramer sign the agreement but had then learned from Public Works Director Marty Matherly that he had already communicated with the Tribes that the County has an approval process and they would not be getting the signed agreement until it had gone through that process. Based on that information, Ms. White held the contract until it could be brought to the Board for approval.

Commissioner Hege said that he hopes that the County is seeing a profit from this work. Mr. Stone said that he believes he has that information and would get it to the Board following the meeting.

**{{{Chair Runyon moved to approve the Contract Agreement between the Confederated Tribes of the Warm Springs Reservation of Oregon and the Wasco County Weed & Pest Control. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Watson Hearing**

Chair Runyon explained that they were now gathered for the purpose of considering appeals of the Planning Commission's decision to deny a non-farm dwelling, shed, sealed vault toilet, variance to property line setbacks, floodplain development review and modification to fire safety standards in the Exclusive Farm Use zone. The property is described as 7S 14E 8 D, tax lot 300.

Before opening the public hearing, the Board must determine whether to hold the hearing on the record or "partial denovo." The property owner requested a partial de novo hearing to submit more information. Per the Staff Summary contained in the October 16, 2013 Board packet the Board will choose to restrict review to the record. Particularly in light of evaluating the findings required per the Wasco County Land Use and Development ordinance, Section 2.180.C for a DeNovo hearing. Restricting review to the record eliminates the addition of new evidence, but allows comments from interested parties. We feel this option is most appropriate when there are no changes to the proposal that were not previously considered at the prior Planning Commission public hearing.

**{{{Chair Runyon moved to deny the request for a partial DeNovo hearing. Commissioner Hege seconded the motion which passed unanimously.}}}**

Further discussion ensued clarifying the decision of the Board which concluded that this hearing will be based on materials already on record.

Chair Runyon opened the hearing at 1:57 p.m.:

"We will now commence and open the public hearing on the agenda to concurrently hear appeals PLAAPL-13-08-0001 & PLAAPL-13-08-0002 (original application PLAQJR-12-08-0001) to consider appeals of the planning commission's decision to deny: a non-farm dwelling, shed, sealed vault toilet, variance to property line setbacks, floodplain development review and

modification to fire safety standards in the Exclusive Farm Use zone. The property is described as 7S 14E 8 D, tax lot 300.

The criteria for approval of a land use decision are contained in the Wasco County Land Use and Development Ordinance ("LUDO" as amended). The specific criteria applicable to this request are contained in Chapter 3 (Exclusive Farm Use Zone Section 3.210, Flood Hazard Overlay Section 3.740 and Natural Areas Overlay Section 3.910), Chapter 5 (Conditional Use Review), Chapter 6 (Variances) and Chapter 10 (Fire Safety Standards). The proposed development must comply with applicable provisions contained in the Wasco County Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the LUDO it is considered consistent with the Comprehensive Plan.

The procedure I would like to follow is:

- Disclosure of Interest, Ex Parte Contact or Potential Conflicts
- Recognize Parties
- Reading of the Rules of Evidence
- Planning department will present some background and their Staff Summary
- Applicant I (Watson) testimony to speak in favor of the proposal
- Applicant II (Robertson) testimony to speak opposition of the proposal
- Any other party who wishes to speak in favor or opposition of the proposal
- Close the hearing for question and deliberation

If enough information is available the County Commission will render a decision. Testimony needs to be limited to applicable criteria.

Chair Runyon asked if any Board member wished to disqualify themselves for any personal or financial interest in this matter. There was no positive response.

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Chair Runyon asked if any Board member wished to report any significant ex parte or pre-hearing contacts. Commissioner Hege stated that he went on a site visit.

Chair Runyon asked Commissioner Hege what the substance was of what he saw, who he talked to and the substance of any conversations he had.

Commissioner Hege said he drove to the site with Senior Planner Joey Shearer, Planning Director John Roberts and County Administrator Tyler Stone. He stated that they viewed the site and he heard the facts of the case as presented by staff.

Chair Runyon asked if any member of the audience wished to challenge the right of any Board member to hear this matter. There were no challenges.

Chair Runyon asked if any member of the audience wished to question the jurisdiction of this body to act on behalf of Wasco County in this matter. There were no challenges.

Chair Runyon went on to say: "Anyone can speak for or against the proposal today. However, only those who have "party" status will be able to appeal a decision reached by this Board.

"A party is defined in section 1.090 as:

- The applicant and all owners or contract purchasers of record, as shown in the files of the Wasco County Assessor's Office, of the property which is the subject of the application.
- All property owners of record, as provided in (a) above, within the notifications area, as described in section 2.080 A.2, of the property which is the subject of the application.
- A Citizen Advisory Group pursuant to the Citizen Involvement Program approved pursuant to O.R.S. 197.160.

- Any affected unit of local government or public district or state or federal agency.
- Any other person, or his representative, who is specifically, personally or adversely affected in the subject matter, as determined by the Approving Authority.

If you want party status, please state so at the beginning of your testimony. At the end of the public testimony, the planning commission will deliberate about granting party status to each person who requested it.

The Rules of Evidence are as follows:

- No person shall present irrelevant, immaterial, or unduly repetitious testimony or evidence.
- Evidence received shall be of a quality that reasonable persons rely upon in the conduct of their daily affairs.
- Testimony and evidence must be directed toward the criteria applicable to the subject hearing or to criteria that the party believes apply to the decision.
- Failure to raise an issue with sufficient specificity may preclude raising it before the Land Use Board of Appeals.
- Failure to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow Wasco County to respond to the issue precludes an action for damages in Circuit Court.

Failure of persons to participate in the public hearing, either orally or in writing, precludes that person's right of appeal to the City Council or LUBA. Written testimony submitted prior to the hearing constitutes participation in the hearing. "

Chair Runyon asked staff to present some background and the Staff Summary.

Planning Director John Roberts began by saying that this application has a complicated history. He explained that the area is a small, sort-of residential area and there is a lot of tension between some of the neighbors there – a lot of emotions were very transparent during this process; there are a lot of strong feelings about the community and land use there. He said the application, started over three and a half years ago, is sloppy. He said that it has been through three senior planners; by the time he and Mr. Shearer became involved it was well along in the process. That made it difficult to package the application and move it forward to the Planning Commission. Another challenging and interesting aspect was the involvement of the Oregon Parks and Recreation Department. He said they do not usually interact with that department who is involved because the lot in question is located in the Wild and Scenic River Overlay. Another complication was the participation of five attorneys and one paralegal which created the need for the Planning Department to engage counsel to help navigate the legal complexities; legal counsel was significantly involved with the Planning Commission as they worked toward a decision. There were seven public hearings for this – one hearing with six continuances. The actual Planning Commission hearing was over 5 hours. He said that his goal was to put a proposal before the Planning Commission that could be objectively evaluated.

Mr. Roberts went on to explain that his department is solution-oriented; at one point in the process he had some hope that the various parties involved were going to be able to find some solutions that would allow this to be approved which was a significant factor in allowing the many continuances. Unfortunately, with the number of legal parties involved it proved to not be possible.

Mr. Roberts stated that while the record is massive, the Board is not responsible to consider everything in the record. Specific items are being brought for appeal and those are the items of focus for the Board. Mr. Roberts reviewed some of the items excluded from this hearing: rules governing the Parks and Recreation

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Department, visual impact issues, sanitation, land use compatibility, variance criteria, modifications to fire safety standards, the status of the caboose, the delineation of the flood plain, the cutting of trees, and impact to agriculture. He said that he and Mr. Shearer are here to present the nine specific grounds for appeal being made as a result of the Planning Commission decision. Both the Applicant's grounds for appeal and the Opponent's grounds for appeal are listed along with Staff Responses in the Staff Report included in the Board Packet.

Mr. Roberts said that they would be happy to explore any of the record with the Board if they found that information useful to their deliberations. He said focusing on the nine grounds for appeal should help the Board achieve a straightforward decision. He turned over the floor to Mr. Shearer to provide some context.

Mr. Shearer displayed a map of the area saying that it is an eight acre area about twenty miles south of Maupin by an access road that tracks alongside the river; it consists of eight tax lots with nine dwellings. The area has been developed since about the 1940's. There is BLM land that the access road crosses in and out of along its path; Warm Springs is across the river. He then displayed the zoning map. The underlying zone is A-1 (160), exclusive farm use and is a major factor in the application decision. The other zoning issue that will be addressed today is the location in the EPD7 Wild and Scenic Rivers. He showed a photo provided by the applicant which illustrates that his is the last undeveloped lot in the area. The tax lot is a quarter acre lot, 100 feet by 110 feet, flat and rocky, not much vegetation and currently no structures.

Mr. Roberts reviewed each ground for appeal submitted by the Applicant along with the Staff Response included in the Staff Summary which is part of the Board Packet. Mr. Shearer explained that Douglas Robertson, the Opponent, basically agrees with the decision of the Planning Commission but has filed an appeal to preserve his right to address certain issues should the decision continue through

further appeals. He then reviewed each of the Opponent's grounds for appeal and the Staff Response included in the Staff Summary which is part of the Board Packet. The Planning Department staff rebutted the first three of the Opponent's grounds for appeal. In regards to the Opponent's #4 grounds for appeal, Mr. Shearer explained that the Planning Commission had not spent a lot of time on this issue; they felt that since they were already denying the application, there was not a need to delve further into this particular issue. However, since the issue has been raised by the opponent, the Planning Department has explored it more thoroughly. He said that the Board would be well served to come to a more pointed decision regarding this issue. He reviewed the Staff Response included in the Staff Summary.

Regarding the Staff Response to Opponent's grounds for appeal #4, Commissioner Hege asked for clarification that the Planning Department agrees with the Opponent. Mr. Shearer responded that the Planning Department does agree with the Opponent regarding their 4<sup>th</sup> listed ground for appeal.

Commissioner Hege pointed out that Wasco is not the only county with Wild & Scenic Area designations; he asked if the Planning Department had looked at other counties to see how they were applying that. Mr. Shearer said that he had not done so and while legal counsel may have made that comparison, she did not provide that information to the Planning Department. Mr. Roberts said that if they are directed to amend the comprehensive plan that would be the kind of research they would do with other counties. He added that it is his experience that counties east of Wasco County are very liberal in the interpretation of their Comprehensive Plans.

Chair Runyon asked what specifically, in their opinion, could the land be used for. Mr. Shearer stated that it would need to be uses that are customarily provided in conjunction with farm use. Commissioner Hege pointed out that a ¼ acre is not



typical farm use size. Mr. Shearer agreed adding that there are several different ways that would potentially allow development here: making updates to the Comprehensive Plan or the Land Use Ordinance or rezoning the area. Short of those steps there aren't many options – there is no discretion staff can exercise here to make this happen; the legal language here seems very clear with the amount of scrutiny that has been placed on these specific provisions. Chair Runyon observed that that would be a whole other process entirely.

Commissioner Hege asked that if it were rezoned wouldn't the Wild & Scenic Overlay still impact their ability to grant the application. Mr. Roberts replied that it would play into the rezoning and complicate things; there is no way to predict the outcome. He added that it was zoned in the 1970's and he speculated that the intent was probably to come back and take a closer look and rezone, but it never happened. He said that did happen with other communities like Wamic and Tygh Valley.

Mr. Shearer explained that the Planning Commission made a determination in regards to the Wild & Scenic Area Overlay. In the Land Use Ordinance there is a list of uses that are allowed in this area. What the Planning Commission decided is that uses that are allowed conditionally in the underlying zone, like a non-farm dwelling in the exclusive farm zone as a conditional use - all of those types of conditional uses are not allowed. He said that is probably the strongest reason the Planning Commission denied this application. He pointed out that that decision is not before the Board for appeal today but it relates directly to the challenges of the site, specifically relating to the Wild & Scenic Overlay.

Commissioner Hege asked if the Wild & Scenic Overlay goes into and through Maupin. Mr. Shearer replied that there are areas of varying regulations along the Deschutes River, different classifications of the Wild & Scenic Area. Mr. Roberts added that cities are exempt from the Overlay.

Chair Runyon asked if there were any further questions of staff or further comments from staff. Mr. Shearer stated that while it has been a long and complex case, the issues before the Board today are relatively narrow.

Commissioner Hege, referring to the exemption for cities, asked if there was a process for exempting other areas from the Wild & Scenic Overlay. Mr. Roberts replied that the Oregon Administrative Rules would have to be amended to accomplish that.

Commissioner Hege asked what the impact of this is on the existing dwellings. Mr. Shearer replied that Wasco County has issued very few permits in these areas over the years. Most of those that have been issued were grandfathered in for structures replacing existing structures that had been built in the 1930's and 1940's and were lawfully established, non-conforming uses. He said that they do not see a lot of applications in this area or other areas in the Wild & Scenic Overlay. Mr. Roberts said that in regards to building additions or accessory structures, even fences, this decision will have an impact. Commissioner Hege asked that if an existing structure were to burn down could it be replaced. Mr. Roberts replied that it could.

Chair Runyon opened the hearing for public testimony asking speakers to sign in and limit comments to the specific appeals or criteria that are applicable to the request. He called upon those speaking on behalf of the Applicant to begin.

Tim Ramis came forward as an attorney representing Applicant Gabriel Watson. He began by saying that Mr. Watson would also be testifying. He stated that what is being requested is to put a structure back that had a structure removed in 1996 by a flood. He stated that fundamentally there are two policy questions to be addressed:

1. Do you think it is a good idea to reverse over two decades of historical interpretation by the County allowing non-farm dwellings to be sited in these areas?
2. If you do want to do that, do you want to do it here or through a legislative process where the public can weigh in?

Mr. Ramis stated that their position is that the County should stay with historic policy. He pointed out that even Planning Department staff say that upholding the decision will have unintended consequences that will limit land owners ability to use their land. He outlined a number of uses that would not be permitted under this decision and asked the Board to consider if that is what they want to do. He stated that if this is the decision they want to make, they should do so legislatively where those who will be affected will have a voice.

Mr. Ramis said that there are four paths the Board can take:

1. Impose change in policy by upholding the Planning Commissions position.
2. Employ a legislative process to open the question to the public through the Planning Commission.
3. Approve the application with no change in policy; allow them to write findings that would codify prior practice.
4. Open a legislative proceeding with the direction that ambiguities be fixed to allow the County to continue the prior interpretation.

He stated that the application complies with the Scenic River Act. the State has not denied the application; the problem is with the visual corridor which is ambiguous in the extreme. He added that the State interprets it that if you can screen it, it is not visible.

Commissioner Hege commented that he was under the impression that this could not get through under the Wild & Scenic Act. Mr. Ramis replied that compliance with the Act is not before the Board today; it is a State process. He added that a prior design was approved and then approval was withdrawn. A second design was not acted upon; if the State does not act in a certain time frame, it is automatically approved – that is the case here.

Gabriel Watson came forward to say that he would like to impress upon the Board his willingness to do whatever would be necessary to make the neighbors happy. He stated that he has been cooperative all the way through the process and done what has been asked of him. He said that he is willing to do what is necessary to screen it for the visual corridor. He added that equity demands that the interpretation for him has to be in line with the historical interpretation. He predicted that there would be no landslide of development as the result of the approval of his application.

Chair Runyon asked about the original dwelling. Mr. Watson said there had been a caboose that was thrown on its side by the flood; a neighbor moved it to its current location where it is in violation. He added that the house next to his lot was approved to be placed further back than where it is and is in violation. Both of these occurred post-scenic waterways.

Chair Runyon asked if the access road is a County road. Mr. Roberts replied that it is a private road. Mr. Ramis noted that the code makes no delineation between public and private.

Commissioner Hege noted that Mr. Watson had mentioned screening but during his site visit it looked like the trees that had been planted had died. Mr. Watson said that he had been asked to plant that particular species, but he has a longer list of what he can plant now. He added that he is willing to plant whatever they

want; they have asked that the plantings be a minimum of six tall feet to start. He added that he has moved the proposed site back so it is really hard to see from the river.

With nothing further from the Applicant, Chair Runyon asked for testimony from the Opponent. Andrew Stamp came forward, identifying himself as the attorney representing the Opponent Douglas Robertson. He explained that Mr. Robertson filed an appeal for procedural reasons in order to preserve his right to appeal should this go before LUBA. He said that there are two points he would like to make:

1. The applicant wants to have the County have a policy that you can have a single family dwelling without water. They say that it is a proposal for a recreational cabin and 2,000 gallons is good enough. This is an application for a non-farm dwelling that they can live in year round. A holding tank is not a water supply; a well is a water supply. The Planning Commission decision does not set policy but provides guidance for staff.

Commissioner Hege asked if Mr. Robertson has a water supply. Mr. Stamp replied that Mr. Robertson has a well and he does not believe you can get water rights on the Deschutes. Chair Runyon asked how the other houses are getting water. Mr. Stamp said he thinks they have wells, but new wells cannot be drilled. Commissioner Hege said that he is also curious about waste water.

Mr. Stamp continued:

2. Regarding the degraded natural value – the Planning Commission says that land shall be maintained with provisions for agriculture and recreation. There is not an exception for areas that are already degraded.

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Mr. Stamp stated that other owners who lost structures in the flood rebuilt in a timely fashion.

Chair Runyon asked how long it took for the other owners to rebuild. Mr. Stamp replied that if a landowner applied within 6 months, they were allowed numerous extensions to complete the work. He added that the current code allows one year to rebuild for nonconforming uses. He restated that his point in filing on this ground is that there is not an exception for areas that already have a degraded natural value; the hope is that all these nonconforming uses will eventually go away.

Lastly, Mr. Stamp said that in the Measure 5C non-farm dwellings are prohibited in the visual corridor which is not necessarily defined by what you can see. He explained that according to the State interpretation, if you can put your house behind a hill it is outside the corridor but trees are not sufficient screening. Commissioner Hege said it is difficult to understand why neighbors who are in violation would be complaining. Mr. Stamp proffered that if his client's house burned and he did not redevelop in a year, he could not come back 5 years later to rebuild – it would not be allowed.

Commissioner Hege asked Mr. Stamp what his thoughts are on taking the issue down the legislative road. He then asked that if the policy shift happens, would Mr. Stamp agree that it would have far-reaching implications.

Mr. Stamp responded that there would not be a policy change but rather the existing policy would begin to be accurately applied. He said he and his client are asking that it be applied as written. He stated that while it is true that that under Goal 5 the Board can exercise a measure of discretion, Wild and Scenic areas are required to be protected; the DLC would not allow this.

Adjacent property owner John Hartung stated that his structure was destroyed by the 1996 flood. During the rebuilding of his cabin he worked with Ms. Welsh, the owner of the property on which the caboose had been located prior to the flood – there had been a partnership between her and Mr. Watson’s family but that had been dissolved prior to the flood. He said he had offered to help get the caboose back onto the property but she declined his offer. He offered to help her get some structure up on the property, but she said she did not care about it. He reported that he jacked up the caboose and put it on the highest point; it now loosely belongs to everyone there.

Mr. Hartung said he is wondering where the easement and parking would be for Mr. Watson’s lot; everything that happens will have an impact on Mr. Hartung’s property. He stated that he gets water from a well that serves three of the lots and nine buildings – many of the buildings are from the railroad days, i.e., telegraph shack and crew quarters, all of which were grandfathered in before the scenic water act.

Chair Runyon asked Mr. Hartung to more clearly define his objections. Mr. Hartung stated that his objection would be to any easement that negatively impacted his property.

Mark Whitland came forward and identified himself to have been Mr. Robertson’s lawyer prior to Mr. Stamp. He said that since Mr. Robertson was unable to be here due to a medical procedure, he is here to represent him as his attorney-in-fact. He explained that some of the buildings go back to 1910. When the Scenic Waterways were established they trumped zoning; everyone who lost dwellings in the flood were given 6 months to a year to rebuild - it is unfair to those who complied at hardship and expense to allow someone to come back 17 years later to rebuild. He added that the Watson knew when they purchased the land that they could not build.

Mr. Stamp concurred saying that the DOJ says that the applicant does not meet the requirements – subsection C applies, additional dwellings are not permitted. He said that subsection B has been followed, but it is subsection C that applies – new dwellings are just not permitted. The state did not approve Mr. Watson's plan, they just took no action. He stated that fish and wildlife should be managed in accordance with the Oregon State Fish and Wildlife Plan; The Deschutes River has been identified as worth protecting – only buildings with farm use are allowed. He asked that the Board deny Mr. Watson's appeal.

Mr. Ramis reminded the Board that while Mr. Watson's application was not explicitly approved by the State, neither was it denied; the lack of action on the part of the State resulted in an assumed approval.

Commissioner Hege drew Mr. Ramis' attention to the February 5, 2013, letter (included in the Board Packet) from Oregon Parks and Recreation citing the opinion of the DOJ that the applicant's request to construct a new recreational dwelling on the Deschutes River Scenic Waterway is not consistent with applicable state law. He asked Mr. Ramis what he believes that letter means.

Mr. Ramis stated that that letter is interesting because the opinion cites an additional dwelling; it is open to interpretation as to whether Mr. Watson's application is for existing use or for an additional dwelling. He maintains that because there was a structure on the site prior to the flood, it is for existing use. He reminded the Board that they are not here to determine non-conforming use.

Mr. Ramis explained that the Welsh's owned the land subject to a life estate which was granted to Mr. Watson's grandfather – throughout the process, Mr. Watson continued to have an interest in the land. He had the right to come onto the land and to use it in partnership with the Welshes – there was never a break



in his right to the property. Mr. Ramis reminded the Board that it is within the Board's prevue to determine the degree to which the area is to be protected.

Mr. Watson stated that saying there are wells in the area is misleading. He said that the "wells" are simply holes dug in the ground with a draft; per the Water Master, that does not count as a well. The reason there are no wells in this area is because it is impossible for the equipment to clear the trestle to access the property. He said they have been working hard to find a way to get a well in there.

Mr. Watson went on to explain that his grandfather supplied the caboose and the Welsh's the land; his grandfather used the caboose but turned over maintenance to the Welshes. He said he is willing to put the caboose back.

Chair Runyon asked if anyone else had testimony. Hearing none, he turned the floor back to staff for concluding remarks.

Mr. Roberts said that while there is a lot to this application, he would ask that the Board focus on the 9 grounds for appeal. He said that while he would like the opportunity to pursue a legislative process, staffing challenges are significant and there are no assurances as to the outcome. Even if the Board determines a need to pursue the legislative process, that does not negate the need for a decision today.

Mr. Stamp stated that he does not believe the issues raised by Mr. Watson are significant enough to support an appeal to LUBA should he fail here.

Mr. Ramis reminded the Board that Goal 5 does not absolutely prohibit this application; it allows some exceptions.

Mr. Shearer stated that much of the testimony presented went far afield and had nothing to do with the appeals before the Board.

Chair Runyon closed the hearing at 4:01 p.m.

Some discussion ensued regarding the proper process. Mr. Shearer stated that if the Board denies the appeal they can do it all in one motion. If they decide to override the Planning Commission, it will require a review of some of the finer points.

Commissioner Hege stated that in general he is in favor of property rights. He said it is disappointing to have these neighborhood conflicts that could not be resolved locally.

Chair Runyon said that while he is sympathetic to some of the points made by Mr. Watson, if there is a rule it should be enforced – it has been 17 years since the flood and that cannot be ignored and left open forever.

Commissioner Kramer said that he was going to follow staff recommendation as well.

Chair Runyon read the choices before the Board:

- a. **Uphold** the decision of the Planning Commission rendered final on August 14, 2013 and respective findings to deny the request for the non-farm dwelling
- b. **Uphold** the decision of the Planning Commission rendered final on August 14, 2013 & **amend** one finding that states "*Allow only...*" represent mandatory language which makes WCCP Chapter 15, Policy 5, Implementation Measure C a clear and compulsory review criteria. Such a

finding would also prohibit the establishment of non-farm buildings within the visual corridor of the Deschutes River.

- c. **Overturn** the decision of the Planning Commission, approve the proposal and make the amended findings and conclusions: Particularly, the application shall be approve because the proposed use, a non-farm dwelling is "permitted outright" or "allowed" in the EFU Zone per Section 3.910 B of the LUDO.
  
- d. **Continue:** If additional information is needed, continue the hearing to a date and time certain to allow the submittal of additional information.

Commissioner Kramer moved to adopt the choice a. Mr. Roberts pointed out that the staff recommendation would be choice b. The motion died for lack of a second.

Mr. Roberts explained that choice b is easier to defend in an appeal.

**{{{Chair Runyon moved to Uphold the decision of the Planning Commission rendered final on August 14, 2013 & amend one finding that states "Allow only..." represent mandatory language which makes WCCP Chapter 15, Policy 5, Implementation Measure C a clear and compulsory review criteria. Such a finding would also prohibit the establishment of non-farm buildings within the visual corridor of the Deschutes River. Commissioner Kramer seconded the motion. Commissioner Hege stated that he feels the unintended consequences will be wide-spread and although he understands the position of the Planning Commission, he would prefer the legislative process. Chair Runyon called for a vote. Chair Runyon voted "Aye," Commissioner Kramer voted "Aye," Commissioner Hege voted "No" – motion passed.}}}**

After a brief discussion with Planning Staff, the Board elected to postpone the Outdoor Mass Gathering agenda item to a future Board session.

Chair Runyon recessed the session at 4:12 p.m.

The session reconvened at 5:01 p.m.

**Discussion Item – Treasurer’s Report**

Commissioner Hege noted that there is a significant difference in balance from last year at this time. Mr. Tyler noted that the ending fund balance is going to be much better than expected. Chair Runyon observed that that indicates a good job was done managing funds. A brief discussion ensued regarding the budget.

Commissioner Hege said he thought there was going to be some revisions to the investment policy. Ms. White explained that the County Treasurer was reluctant to attend one of the evening sessions and had not yet proposed a new date to present the revised investment policy.

**Discussion Item – November BOCC Meeting Schedule**

Chair Runyon outlined the issue stating that the Board would be attending the AOC fall conference during second regularly scheduled BOCC meeting. Commissioner Kramer added that he would not be available to attend the first meeting of the month and suggested that they might reschedule for the second and fourth Wednesdays of the month.

Commissioner Hege stated that while he is fine with moving the meeting he is not sure that it is a good idea to have a meeting the day before Thanksgiving. He proposed having only one meeting in the month of November and have that on the 13<sup>th</sup>.

Chair Runyon noted that the public is accustomed to the first and third Wednesdays and moving it to the 13<sup>th</sup> would miss both of those days. Commissioner Hege pointed out that there is very little public attendance at the meetings and he would prefer to schedule the one planned meeting to a date where all three Commissioners would be available to attend.

**\*\*\*The consensus of the Board is to schedule only one BOCC meeting for the month of November, that meeting being on November 13<sup>th</sup>. If an emergency arises a second session will be scheduled accordingly.\*\*\***

**Discussion Item – ODFW Letter of Support**

Chair Runyon asked Ms. White to notify the press of the scheduling change. Commissioner Kramer explained that he had talked with Jeremy from Fish and Wildlife who asked him for a letter of support from the Board. Commissioner Kramer is in favor of providing the letter and read it into the record:

“The Wasco County Board of Commissioners supports the proposed acquisition of the Limmeroth River Ranch in the Deschutes River corridor. The addition of this land to the current holdings of the Oregon Department of Fish & Wildlife (ODFW) will be of significant benefit to the citizens of Wasco County.

The Deschutes hosts a wide variety of fish and wildlife species; ensuring that these species have secure habitats will allow them to thrive within the region. The parcel proposed for purchase provides excellent habitat for many species such as mule deer, bighorn sheep and summer steelhead, important to Wasco County residents.

Most land ownership along the boundaries of the Deschutes corridor is private, limiting public access to the river canyon. ODFW ownership of this property will provide the best opportunity for habitat protection, as well as increasing the public’s opportunity to enjoy the landscape and fauna present in the area.

Another public access point within the county will provide for more public recreation opportunities, and ultimately increase revenue brought into the County.”

Commissioner Hege said he is always a little skeptical of government owning land, but he likes the proposal outlined in the letter.

**\*\*\*The Board was in consensus to provide a letter of support for ODFW to acquire the Limmeroth River Ranch.\*\*\***

#### **Open Discussion**

Chair Runyon encouraged Board members to meet with Ms. Gale individually regarding the upcoming revisions to the Wasco County Tobacco Policy. Mr. Stone noted that he believes that when the policy was originally adopted the Board decided on a 6 month review. He suggested they follow through with that decision.

#### **Agenda Item – Mission Ridge Road Vacation**

Public Works Director Marty Matherly explained that in July he had received a petition from the Cherry Heights area to vacate Mission Ridge Road; in August the Board directed him to provide a report regarding the proposed vacation. The report is included in the Board packet. He reviewed the report saying that the gravel road has been well-maintained with private funds and is 18-20 feet wide at its widest; the section of the road running north to south is narrower and shorter than the section running east to west. NW PUD and Century Link have rights of way and are not opposed to the vacation so long as they maintain their rights of way. The County will experience no impact as a result of the vacation and no public hearing is required as all adjacent property owners have signed the petition. Mr. Matherly recommends the vacation with the retention of rights of way for the utilities and access easement to adjacent property owners.

Chair Runyon asked if there is anything else that might result from the vacation. Mr. Matherly replied that it will be a private road and the owners can do what they want with it.

Ron McHale of Mission Ridge Road said that he built the road in 1982 and thought it was his; he was not aware that it involved three pieces of property which is the standard for a public road. He reported that there are four people who use the road and it really doesn't go anywhere – it just provides access to homes. He stated that he needs to have some control over the traffic so it does not overwhelm their ability to maintain it.

Further discussion occurred regarding the history of the road. Mr. McHale said that he had named it Mission Ridge as it had been a real mission to get it approved by the Gorge Commission.

Chair Runyon asked if vacating the road will prevent anyone from accessing their property. Mr. Matherly replied that they all have deeded easements.

**{{{Commissioner Kramer moved to approve Order #13-134 in the matter of vacating Mission Ridge Road, No. 3087 in Wasco County, Oregon.**

**Commissioner Hege seconded the motion which passed unanimously.}}}**

**Agenda Item – Wasco County Roads**

Chair Runyon noted that on October 2, the Board held a similar meeting which was well-attended in Maupin. He asked how many members of the Wasco County Roads Advisory Committee (RAC) were present this evening; five members raised their hands.

Mr. Matherly introduced Keith Mobley, a member of the RAC, to make the presentation. Mr. Mobley reviewed the information contained in the Power Point presentation included in the Board Packet. He explained that the 9-member RAC

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had been formed in January and is nearing the end of the process. He added that the RAC has good representation from various stakeholder groups throughout the County – agriculture, business, law, etc.

Chair Runyon asked if there are dollar amounts attached to the various recommendations. Mr. Matherly said there are, but they are only estimates – no one of the proposals would completely fill the need.

Mr. Mobley said that Lee Weinstein has volunteered to help educate the public – there is a Face Book page he encouraged everyone to like so the word can be spread further. He said that if no action is taken we risk losing our good road system which will impact all residents of the County. He stated that the RAC is asking for direction from the Board as to what recommendation to pursue.

Chair Runyon said that the County embarked on this effort in January because while it is easy to say you need more money, it is important that the public understands the need. He said the public should have a role in this decision; the Maupin meeting yielded a better understanding of public opinion as well as some new ideas to meet the challenge. He reminded everyone that the Board is not here to make a decision tonight but to gather input. He asked everyone present to fill out the questionnaire and talk to their friends and neighbors about filling out a questionnaire.

Commissioner Kramer, who has been attending RAC meetings from the beginning, pointed out that contact information for all the RAC members is available in the presentation and they can be contacted directly to answer questions or hear opinions and suggestions.

Commissioner Hege asked if the gas tax option is no longer on the table; people will want to know why it is no longer an option. Mr. Matherly replied that it was



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determined that the City of The Dalles already has a 3¢ tax and wants to tack on an additional 3¢; if the County adds an addition 3¢ it would be difficult getting that through the voters – the City has experienced significant push-back on their proposed increase . He also pointed out that the tax would not raise nearly enough money to address the issue. Mr. Mobely added that the City will have it on the ballot in May, 2014. Chair Runyon stated that there was a joint meeting with the City and they are waiting to hear the results of our efforts.

Dave Dixon of Antelope said that he is concerned about the funding cuts and said that he believes the usage tax is a good idea; he asked how they could tax the buses that come in from Washington.

Paula Christy of The Dalles thanked the Commission and the RAC for their proactive approach. She asked what is happening around the State in other counties facing the same budget shortfall. Chair Runyon replied that past and current management has put Wasco in a better position than many Oregon counties whose road systems have already experienced significant deterioration. Mr. Matherly said that some are using their road reserves. The Association of Oregon Counties has suggested that Wasco County could be a model for other counties to follow; other counties are beginning to follow the path Wasco County began at the start of the year.

Dan Erickson, former County Commissioner and resident of The Dalles, noted that a road district would have to come to a public vote and asked if the other proposed solutions would also need to be voted upon by the public. Mr. Matherly responded that they would. Mr. Erickson said that he sees the road district as the only solution with the potential to generate the necessary revenue. He stated that it is his opinion that it will be very difficult to get more than one item through and the County should focus on the solution that has the best chance of providing the needed funds. While the road district will be the most difficult one to get through,

he said he would fully support a County road district, excluding incorporated areas. He added that it is extremely important to keep the emergency fund intact – using that jeopardizes our future. This is a serious situation and it requires serious solutions.

Bob McNary of The Dalles asked that if they elected to try to impose a vehicle registration tax, would there be a limit on how long that tax would remain in place. As to the gas tax, he asked how they would recover that from farm diesel users; would they exempt farmers. Mr. Matherly responded that registration fees would be ongoing as they are looking for something sustainable. As far as a gas tax, the County could only impose what is allowed by law; some of the farm applications are not taxable and off road is not taxable.

Paul Shanno of Dufur observed that one of the heaviest users of the road system is the landfill; a lot of heavy trucks use that road. He suggested that they should be paying for that. He stated that another industry that is a heavy user is wind farms; he asked when the County would be getting a wind farm. He noted that Sherman County has wind farms and the industry has to pay to reinforce and maintain those roads. Chair Runyon replied that both Summit Ridge and Brush Canyon are early in the application process - a long way from approval. Mr. Shanno said that if they go forward at Summit Ridge there is no way to do it without building a new road. Chair Runyon stated that the landfill is already the second largest revenue producer as it is and there is a limit to how much they can be asked to pay. Mr. Stone noted that the landfill revenue goes to services; if it is reallocated to roads a choice will have to be made as to what service will be eliminated.

Rosemary Ross of The Dalles asked which option would allow them to do both road maintenance and road improvement. Mr. Matherly replied that it would be the road district; the other two would fall short. Ms. Ross said that she believes

the roads to be essential just for the school buses and children as well as a host of other reasons. She said if the County nickel and dimes the voter it would not be effective; the County needs to figure out what one thing will work and then market it – inform everyone and carefully explain what is needed and why; explain the consequences of inaction and the benefits of action, leaving out no part of the County. She cautioned that a neighboring county had tried to form a district and focused on only one part of their county; it did not pass. She added that it would be worth it to pay someone to help. She said that she doesn't like to pay more taxes but would pay more for the roads.

Dennis James of Pleasant Ridge, a member of the RAC, stated that he has been talking to Representative Huffman about some ideas at the State level i.e., licensing bicycles and licensing riders, adding a dollar or two to hunting license fees and assessing property taxes to the federal government for the lands they have removed from timber harvest. He said that if a larger number of people weigh in, they might get some action. He commended the committee for all their work and added that if we don't take action now, it will cost a lot more in the future.

Mr. Erickson thanked the Board for taking on the issue – it is hard to bring this to the public. He said Wasco County is an agricultural community and needs good roads.

Lee Weinstein, marketing consultant and Wasco County landowner, said he is on a gravel road; he is proud of the roads and the people who maintain them – they are important. He said an incredible investment has been made in the road system and needs to be supported.

Commissioner Hege said that there is some revenue through the Google expansion that could be used but it is in the future. He said that in 7 years the full

value of the original Google facility will go on the tax rolls but that is also in the future and the problem is here and now. He said that each year they work on the premise that it will be the last year for federal subsidies and each year the federal government has extended and reduced the payments – it makes it difficult to plan. He said that with the new enterprise zone agreement the Discovery Center bond will be paid off which will bring money back into the general fund; there are little bits and pieces, but not the full amount. He concluded by saying that if a road district is formed he would want language that would dismantle the district should funds start coming in from timber receipts. Chair Runyon concurred, stating that there would need to be a clause that would reduce the tax should other revenues be identified.

Mr. Matherly said that even with the SRS funds extension, we are a long way from where we need to be.

Commissioner Hege said that if you look back to when lumber was being cut in the County and the feds were paying as they promised, we got \$2 million a year; if we can get back into the forest we can get at least a half a million dollars. Mr. Matherly agreed, saying that the public is in support of getting back into the forest.

Dan Crouse, a member of the RAC, observed that although there is talk of money that will come in down the road, the need is now; roads will not stop deteriorating while we wait for those funds. Even with the half million from the Feds, we will be \$1 million short. He said that he believes Google will depreciate quickly and therefore pay less in taxes. Commissioner Hege said he expects Google to continue to reinvest in their site and although it will fluctuate, he estimates it will bring in approximately \$3 million of revenue throughout the taxing districts.

Mr. McNary asked if the Google agreement could be renegotiated. Commissioner Hege replied that it cannot. Mr. McNary asked if Google could leave. Commissioner Hege responded that it is very unlikely. Mr. Weinstein added that there are 80 acres next door to the Google site that they could buy and develop. Commissioner Hege stated that even if they leave, unless they clear the property, they would still have to pay taxes. He asked everyone to think about what they have heard at this meeting. He noted that the Boards contact information is on the web and they would like to hear from the public.

Chair Runyon adjourned the session at 6:42 p.m.

### Summary of Actions

#### Motions Passed

- **Approve Order #13-135 surplussing Sheriff's Department Vehicles: Unit #03-08 2003 Dodge Durango VIN #1DHS48N63F568941, Unit #04-03 2004 Dodge Durango VIN #1DHB48D94F145314, Unit #04-19 2004 Ford Taurus VIN #1FAFP53U44A102621.**
- **Approve the State of Oregon Intergovernmental Contract for Professional Services Amendment #A1.**
- **Approve the AMA Healthy Grant Agreement pending formalization by Prevention Coordinator Debby Jones to accept and appropriate the funds.**
- **Approve the AD70 Marketing Consultant Grant Agreement with Linda Griswold.**
- **Approve OHA Agreement Number 135200 Amendment to State of Oregon Intergovernmental Agreement CAWEM Prenatal Expansion Program.**
- **Approve the Research Subaward Agreement Amendment.**

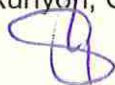
- Approve the Contract Agreement between the Confederated Tribes of the Warm Springs Reservation of Oregon and the Wasco County Weed & Pest Control.
- Deny the request for a partial DeNovo hearing.
- Uphold the decision of the Planning Commission rendered final on August 14, 2013 & amend one finding that states "*Allow only...*" represent mandatory language which makes WCCP Chapter 15, Policy 5, Implementation Measure C a clear and compulsory review criteria. Such a finding would also prohibit the establishment of non-farm buildings within the visual corridor of the Deschutes River.
- Approve Order #13-134 in the matter of vacating Mission Ridge Road, No. 3087 in Wasco County, Oregon.

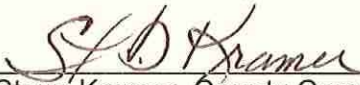
Consensus

- Schedule only one BOCC meeting for the month of November, that meeting being on November 13<sup>th</sup>. If an emergency arises a second session will be scheduled accordingly.
- Provide a letter of support for ODFW to acquire the Limmeroth River Ranch.

WASCO COUNTY BOARD  
OF COMMISSIONERS

  
\_\_\_\_\_  
Rod L. Runyon, Commission Chair

  
\_\_\_\_\_  
Scott Hege, County Commissioner

  
\_\_\_\_\_  
Steve Kramer, County Commissioner

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DISCUSSION LIST

**ACTION AND DISCUSSION ITEMS:**

1. [Warm Springs Noxious Weed Agreement](#)
2. [Treasurer's Report](#)

**Discussion List Item**  
**Warm Springs Noxious Weed Agreement**

- [Introductory Email](#)
- [Agreement](#)





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

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## Fwd: CTWS Contract Setup

2 messages

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**Marty Matherly** <martym@co.wasco.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>

Wed, Oct 2, 2013 at 4:07 PM

Hi Kathy,

We just got the Warm Springs contract given to us last week. We will need BOC signatures.

Thanks, Marty

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

From: **Merle Keys** <merlek@co.wasco.or.us>  
Date: Wed, Oct 2, 2013 at 2:27 PM  
Subject: Fwd: CTWS Contract Setup  
To: Marty Matherly <martym@co.wasco.or.us>

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

From: **Sandy Smith** <sandys@co.wasco.or.us>  
Date: Thu, Sep 26, 2013 at 7:41 PM  
Subject: Fwd: CTWS Contract Setup  
To: Merle Keys <merlek@co.wasco.or.us>

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

From: **Jannice Richardson** <jannice.richardson@wstribes.org>  
Date: Wed, Sep 25, 2013 at 4:49 PM  
Subject: CTWS Contract Setup  
To: Merle Keys <sandys@co.wasco.or.us>  
Cc: Bill Reynolds <bill.reynolds@wstribes.org>

Hi Sandy,

Attached is the contract setup for the work they will be completing for the Range and Ag program. Please sign and return pages 3 and 5 to me by email or fax (541-553-1994). I'll also need current insurance from you. Insurance requirements are listed on page 9 of the contract.

I apologize for the short time frame, but I will need all docs returned to me by Friday due to our year end procurement deadlines.

Sincerely,

Jannice Richardson  
Administrative Officer  
Branch of Natural Resources  
Confederated Tribes of Warm Springs

PO Box C  
Warm Springs, OR 97761  
541.553.2005  
541.553.1994 (fax)

Begin forwarded message:

**From:** [bnrcopier@wstribes.org](mailto:bnrcopier@wstribes.org)  
**Subject:** Message from "RNP0026731DF648"  
**Date:** September 25, 2013 4:40:51 PM PDT  
**To:** "jannice" <[jannice.richardson@wstribes.org](mailto:jannice.richardson@wstribes.org)>

This E-mail was sent from "RNP0026731DF648" (Aficio MP C5501).

Scan Date: 09.25.2013 16:40:50 (-0700)  
Queries to: [bnrcopier@wstribes.org](mailto:bnrcopier@wstribes.org)

--  
Sandy Smith  
Civil Technician  
Wasco County Sheriff Dept.  
(541)506-2587

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

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20130925164050682.pdf

620K

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

Thu, Oct 3, 2013 at 12:44 PM

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

I just opened this, Marty. I will get it up to Eric and try to get Rod's signature tomorrow - the Board is at the AOC D3 meeting all day today.

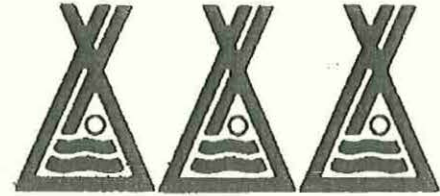
Thank you,

Kathy White  
Executive Assistant  
Wasco County  
Board of County Commissioners  
511 Washington Street  
The Dalles, OR 97058  
work 541.506.2520  
fax 541.506.2551

[Quoted text hidden]



THE CONFEDERATED TRIBES OF THE WARM SPRINGS  
RESERVATION OF OREGON



P.O. Box 1169, Warm Springs, OR 97761  
(541) 553-3254

CONTRACT AGREEMENT

CONTRACT # \_\_\_\_\_

The Confederated Tribes of the Warm Springs Reservation of Oregon (the TRIBES) and  
Wasco Co Weed & Pest Control (CONTRACTOR) agree as follows:

1. Term of Contract.

The Term of this contract shall be from October 1, 2013 to July 1, 2014 .

2. Performance of Services.

During the term of this contract, the CONTRACTOR shall provide the service described in Appendix "A" attached hereto and incorporated by reference. Throughout the term of this contract and in the course of performing the services, the CONTRACTOR is and shall be an independent contractor, free from control and/or direction over the performance of such services by the TRIBES. Further, the CONTRACTOR shall in no sense be considered an employee or agency of the TRIBES, nor shall CONTRACTOR, its servants, agents, employees or subcontractors be entitled to, or eligible to participate in any benefit(s), privilege(s), or plan(s) given or extended by the TRIBES to its employees.

3. Project Coordinator.

The TRIBES will name a Project Coordinator in Appendix "A" who will serve as the TRIBES' contract administrator for this contract. During the term of this contract, the Project Coordinator will have the following responsibilities and/or authorities:

- (A) Approval of the CONTRACTOR'S invoice(s) for payment;
- (B) Monitor the CONTRACTOR'S compliance with the terms of the contract;
- (C) Notify the TRIBES immediately of any breach of contract on the part of the CONTRACTOR and/or the TRIBES;
- (D) Approval of minor contract modifications and changes which do not affect the contract price or substantially alter the scope of services.

4. Payment.

The TRIBES agrees to pay the CONTRACTOR for service(s) rendered in accordance with the terms and conditions specified in Appendix "A" attached to this instrument. This contract carries no additional cost or expenses reimbursement and payment(s) are based solely upon the rate(s) noted in Appendix "A".

5. Benefits and Taxes.

- (A) The CONTRACTOR is not eligible for any Federal Social Security, State Worker's Compensation, or Unemployment Insurance benefits from the TRIBES by virtue of payment(s) received from the TRIBES except as a self-employed individual.
- (B) The CONTRACTOR is engaged as an independent contractor and will be responsible for all Federal and State taxes related to payment(s) received from the TRIBES, if any, and all Employer taxes, charges and/or obligations on behalf of servants, agents or employees of the CONTRACTOR.

6. Reporting Requirements

The CONTRACTOR shall furnish reports to the TRIBES at the intervals designated in Appendix "A".

7. Contractor's Representation.

The intent of this contract is to secure for the TRIBES, the service(s) specified in Appendix "A" and to preclude the CONTRACTOR from engaging in similar service(s) during the term of this contract which would be adverse to the interest(s) of the Tribe. The CONTRACTOR therefore represents that he/she has no outstanding obligations to other organizations, and will not enter into any other obligations or agreements during the term of this contract, which, in the sole opinion of the TRIBES, would conflict with the interests of the TRIBES.

8. Privacy Act

The CONTRACTOR agrees to comply with the Privacy Act of 1974 as well as the rules and regulations issued pursuant to the Act in design, development, or operation of any system of records on individuals in order to accomplish a function when the agreement specifically identifies the system(s) of records and the work to be performed by the CONTRACTOR in terms of any one or a combination of the following:

Design, Development and/or Operations.

9. Modification Options.

This contract may be modified by concurrence of both parties; and all such modifications must be documented. This instrument, including any attached appendix(s) and/or modification(s) contains the entire and only agreement made between the TRIBES and the CONTRACTOR.

10. Termination.

(A) The TRIBES shall have the right and the power to terminate the whole or any part of this contract upon the occurrence of any of the following:

(1) Failure of the CONTRACTOR to perform the services listed in Appendix "A" within the specified time period; and/or failure to correct such nonperformance within ten (10) calendar days of notification of "failure to perform".

(2) Failure of the CONTRACTOR to perform any of the other provisions of this contract, or failure to progress so as to endanger performance of the contract.

(3) Unauthorized disclosure of information.

(4) Failure of the CONTRACTOR to maintain insurance as required in Appendix "C".

(5) Without cause, upon thirty (30) calendar days written notice.

(B) The CONTRACTOR shall have the right and power to terminate the whole or any part of this contract upon the occurrence of any of the following:

(1) Failure of the TRIBES to make payment for the CONTRACTOR'S services in accordance with the provisions specified in Appendix "A" under payment terms.

(2) Without cause, upon thirty (30) calendar days written notice.

(C) The rights and remedies of the TRIBES provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law and under the terms of the contract.

11. Liquidated Damages

Liquidated damages for delay shall be assessed against the CONTRACTOR for failure to perform all of the services listed in Appendix "A", page 1, within the specified time period if the delay is caused by the CONTRACTOR, CONTRACTOR'S employees and agents, or any person or entity for whose acts the CONTRACTOR may be responsible. Liquidated damages will be charged at the rate of \$ 0 per day for every day the CONTRACTOR exceeds the specified date for the completion of the contract.

CONTRACTOR'S Acknowledgment \_\_\_\_\_

12. Disposition of Materials.

The CONTRACTOR will ensure that all information and materials provided by the TRIBES or developed and/or generated in the performance of the service(s) specified in this contract will be kept confidential at all times. CONTRACTOR shall not disclose any such information and materials to any unauthorized person. At termination of this contract for any reason, the CONTRACTOR shall prepare and ship f.o.b. destination or hand deliver to the TRIBES, all of the materials received from the TRIBES, as well as all residual materials produced in connection with the performance of the service(s) of this contract, unless otherwise directed by the Project Coordinator. All materials produced, or required to be delivered under this contract, become and remain the property of the TRIBES. (This does not include the normal records necessary to be maintained by the CONTRACTOR).

13. Compliance with Law.

CONTRACTOR, its subcontractors, servants, agents and employees shall comply with all applicable laws, rules and regulations in the performance of the contract.

14. Records Retention.

The CONTRACTOR agrees to provide access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions to the Federal Grantor Agency, the Comptroller General of the United States and of their duly authorized representatives and the TRIBES for a period of not less than three (3) years from the termination and/or completion of this contract.

15. Attorney Fees.

If suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees in said suit or action or appeal there from.

16. Notices.

Any notice required or permitted under this contract shall be given when actually delivered or when deposited in the United States mail as certified mail addressed to the parties as indicated below their signatures, or to any such other address as may be specified from time to time by either of the parties to the other in writing.

17. Contract Terms and Conditions Applicable to Non-Tribal Funded Procured Services

Appendix "D" contract provisions are incorporated by reference into the contract, and will have full force and effect to applicable federal grant funded procurement activity.

18. Indemnity Agreement.

CONTRACTOR shall indemnify and defend The TRIBES from any claim, loss, or liability arising out of or related to any activity of the CONTRACTOR pursuant to this contract.

19. Documents.

Attached hereto and made a part of this contract are the following documents: (Appendix "A, B, C and D").

IN WITNESS whereof, the said parties have hereunto set their hands the day and year as follows.

Dated this 25 day of September, 2013.

TRIBES:

THE CONFEDERATED TRIBES  
OF THE WARM SPRINGS  
RESERVATION OF OREGON

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: Authorized Contracting Officer

CONTRACTOR:

By: [Signature]

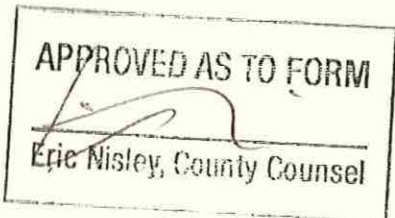
Title: Wasco County Commissioner

93-6002315

Social Security number or Employer  
Identification number (for 1099).

Address:

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





Appendix "A"

Project: Noxious Weed Spraying

Term of Contract: From: October 1, 2013 To: July 1, 2014

Project Coordinator: Bill Reynolds

Payment Terms:

- (1) The basic CONTRACTOR'S fee to be paid by the TRIBES will be  
\$ 18,000.00 per contract.
- (2) Any indirect costs associated with the CONTRACTOR'S performance of the service(s) are included in the basic CONTRACTOR'S fee specified in part (1) above.
- (3) Additional financial reimbursement shall be made as follows: (list, or insert none).

None

The total amount of the money expended for all fees and expenses contained in this paragraph during the term of the contract shall not exceed \$ 18,000.00.

The TRIBES shall have no obligation or responsibility to the CONTRACTOR for fees and expenses incurred by the CONTRACTOR in excess of this amount.

- (4) The TRIBES will make payment(s) to the CONTRACTOR for services rendered which have been approved by the Project Coordinator. Such approved payments will be made within thirty (30) calendar days of receipt of the CONTRACTOR'S approved invoice(s).

Services to be provided: (List services to be performed).

Contractor will spray noxious weeds in assigned projects areas as authorized by the Project Coordinator. Billing rates attached.

Appendix "A"

Reporting Schedule: (Date, Time, etc.; or insert none)

Contractor is to provide a monthly report and invoice on the 10<sup>th</sup> of each month for the previous month's activities which include the spray reports and costs associated with the reports, reported by project.

Indemnity Requirements: (Bonds, Liability insurance, etc.; or insert none)

None

Other Considerations: (List if any, or insert none)

None

Appendix "B"

Rules and Regulations Governing Performance: (List if any or insert none)

- (1) This contract incorporates the following clauses of the Federal Acquisition Regulations by reference, with the same force and effect as if they were given in full text. The full text is available on the internet at <http://www.acquisition.gov/far/current/html/FARTOCP52.html>
  1. Section 7(b) of the Indian Self-Determination and Education Assistance Act, PL 93-638, 88 Stat. 2205, 25 U.S.C. 450e(b)
  2. CFR 352.270-2 Indian Preference
  3. CFR 352.270.3 Indian Preference Program.
  
- (2) Appendix "D" is applicable and incorporated by reference when funding has been identified as being other than Tribal funds.

Appendix "C"

**INSURANCE COVERAGE REQUIREMENTS FOR PROFESSIONAL SERVICE CONTRACTS.**

Unless otherwise provided herein, the CONTRACTOR shall have a direct liability for the acts of his employees and agents for which he is legally responsible.

Prior to starting work the CONTRACTOR shall provide a certificate of insurance evidencing the appropriate insurance coverage.

**A copy of an Additional Insured Endorsement must be submitted with the Certificate of Insurance.** Certificate shall be mailed to:

The Confederated Tribes of Warm Springs  
PO Box 1169  
Warm Springs, Oregon 97761  
Attn: Contract Coordinator

Liability Insurance Requirement:

General Aggregate	at least \$200,000.00
Products & Completed Operations	at least \$200,000.00
Personal & Advertising Injury	at least \$100,000.00
Each Occurrence	at least \$100,000.00
Professional Liability	at least \$100,000.00
Fire Damage	at least \$50,000.00
Medical Payments	at least \$5,000.00

Automobile Liability Insurance

Owned, Non-Owned, Hired Automobiles	at least \$100,000.00 Combined Single Limit
-------------------------------------	--

Worker's Compensation & Employer's Liability	\$500,000.00 Each Accident \$500,000.00 Disease \$500,000.00 Disease Each Employee
--	--

Additional Conditions

1. The CONTRACTOR'S insurance shall be considered primary and the Tribal Insurance shall be considered excess.

## Appendix "D"

### CONTRACT PROVISIONS FOR FEDERAL GRANT/CONTRACT FUNDED PROCUREMENT.

The following OMB Circular A-110 contract provisions shall apply to this contract, as applicable:

1. **Equal Employment Opportunity** – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 AND 40 U.S.C. 276C)** – All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a TO a-7)** – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The current most current prevailing wage determination issued by the Department of Labor can be accessed at <http://www.wdol.gov/> and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended** -- Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension** (*\*This requirement is applicable regardless of funding source*) – Recipients shall comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions”. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.
9. **Performance and Payment Bonds FAR 28.102** – All construction projects over \$100,000 are subject to the Miller Act which requires performance and payment. Performance bonds represent a promise of surety to the government that once the contract is awarded, the contractor will perform it obligations under the contract. Payment bonds represent a promise of surety of payment to all persons supplying labor or materials in the work provided for in a contract. The penal amount for each performance bond is 100 percent of the original contract price plus 100 percent of any price increases. The penal amount for each payment bond is 100 percent of the original contract price plus 100 percent of any price increases. The amount of the payment bond must be no less than the amount of the performance bond.

**Merle A. Keys, Superintendent**

2705 East 2nd Street

The Dalles, OR 97058

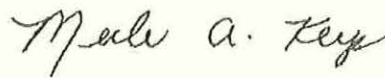
Telephone (541) 506-2653 Fax (541) 506-2651

Email - merlek@co.wasco.or.us

Bill here are the loaded rates from this office for the 2013/2014 fiscal year. If you have any questions

About these rates please give me a call @ (541) 506-2653 the office or (541) 980-0631.

Thank You.



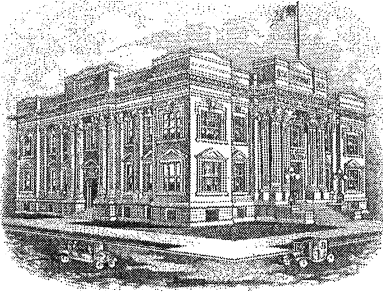
EMPLOYEE	LICENSE	BILL RATE
Keys, Merle A	L0103247PPA	\$57.00
Hanna, Ben L	L0103247PPA	\$57.00

EQUIPMENT		BILL RATE
2102		\$33.00
2104		\$33.00
ATV		\$20.00
GATOR		\$30.00
POLARIS		\$30.00
TRUCK 2106		\$25.00

**Discussion List Item**  
**Treasurer's Report**

- [September 2013](#)
- [October 2013](#)
- [October 2012](#)





# 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

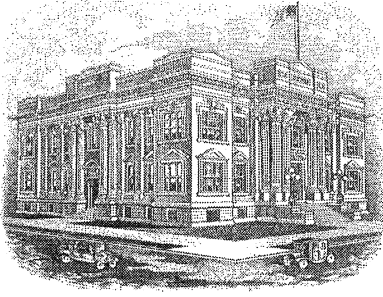
Funds available to earn interest do so at the annualized rate of 0.005%

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



# 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

October 10, 2013

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

As of October 1, 2013, Wasco County had cash on hand of **\$16,973,166.26**

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

\$ 1,458,904.63

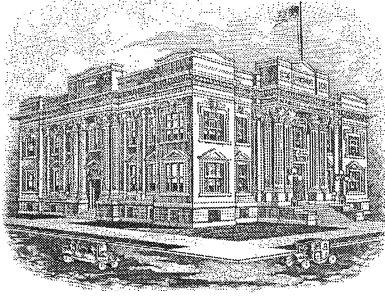
Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 15,514,261.63

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

Total outstanding checks of Wasco County: \$141,034.22



# WASCO COUNTY

Finance Department

Treasury  
Chad Krause  
Treasurer

Suite 207  
511 Washington Street  
The Dalles, Oregon 97058-2268  
(541) 506-2772  
Fax (541) 506-2771

October 10, 2012

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

As of October 1, 2012, Wasco County had cash on hand of **\$15,268,932.36**

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

\$ 436,434.55

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

Funds on deposit in the Local Government Investment Pool:

\$ 14,832,497.81

Funds available to earn interest do so at the annualized rate of 0.600%

Total outstanding warrant indebtedness of Wasco County: \$249,624.52

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
OCTOBER 16, 2013**

**CONSENT AGENDA**

1. [Minutes](#)

a. [10.2.2013 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
October 2, 2013

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

At 5:30 p.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

**Agenda Item – Wasco County Commission on Children & Families**

Scott McKay, Chair of the Wasco County Commission on Children & Families (WCCCF) opened a meeting of the WCCCF and attended to housekeeping items for the WCCCF. He asked Youth Services Director Molly Rogers to address the progress of the Early Learning Hub and the future role of the WCCCF.

Ms. Rogers explained that the funding for the WCCCF ended in June of 2013. She reported that earlier today an RFA response for an Early Learning Hub for Gilliam, Wheeler, Wasco, Sherman and Hood River Counties; Sherman County has taken the lead and four counties have signed an IGA. Each County will have a spot on the panel with additional representation to be recruited from six community sectors including social services, early learning, health care, parents and educators. Sector selection will incorporate facilitation to ensure representation among the counties is equitable.

Mr. McKay asked when the group would learn if their RFA had been accepted by the State. Ms. Rogers replied that it should be by the end of October; a maximum of seven HUBs will be selected. Ms. Rogers said that our HUB is focusing on a maintaining the local voice that was heretofore provided by the WCCCF; the plan is to create local advisory committees. She pointed out that two such groups

have operated within Wasco County for the last few years – the P-3 group and the Early Learning Committee.

WCCCF Commissioner Prudence Amick asked if the State intends to include some rural representation in the first round of selections. Ms. Rogers responded that she believes that to be their intent.

WCCCF Commissioner Al Barton asked when the second round would be. WCCCF and County Commissioner Kramer answered that it would be in July of 2014.

Discussion ensued regarding the goal of the WCCCF and what role, if any, they could play in creating the advisory committee. It was noted that legislatively, the WCCCF disbands at the end of 2013.

Chair Runyon stated that he thinks the WCCCF had done a good job and is sure that at least some of their Commissioners will want to be involved; however, he does not believe there is enough information for the BOCC to take action at this time.

Chair McKay replied that if the State selects our RFA, an advisory committee will need to be formed by the end of November; he believes the WCCCF could have members involved in that. Commissioner Kramer interjected that he thinks the WCCCF should meet and have a discussion about their individual aspirations going forward. Chair McKay added that he believes the advisory committee should include lay members as he has found they bring a valuable perspective to the conversation.

Chair Runyon asked if the State had established protocol for the make-up and selection of an advisory committee. Ms. Rogers replied that there is protocol that outlines the minimum base components but does not limit membership; counties can build from the base to create an advisory committee.

Marni Malefyt, representing South Wasco County School District, came forward to thank the WCCCF for facilitating solutions to some of the issues being faced by their students and staff. She explained that two years ago a serious bullying problem had developed within the school district and staff was struggling to find resources and solutions to address the problem. She explained details of the

program that had grown out of a WCCCF meeting held in Maupin two years ago. As a result of the program they were able to diffuse the situation and work toward an environment in which bullying cannot flourish.

Commissioner Hege asked if the program curriculum purchased with grant funding was reusable. Ms. Malefyt said that it is and she plans to make it a permanent part of the curriculum.

Further discussion ensued regarding the issue of bullying and the benefits of the program. Commissioner Hege asked if there had been measurable results from the program. Ms. Malefyt replied that there is a pre- and post-test to document the shift in students' attitudes necessary to hold bullying in check.

Ms. Rogers said that she thinks it important to move toward making a decision on the best use of the volunteers' time. She suggested that the BOCC sunset the WCCCF and if members wish to continue their work through the ELC HUB they can approach the BOCC to be appointed. She observed that in 12 months the same opportunity will present itself through the formation of local a Youth Development board.

WCCCF Commissioner Bill Sheirbon said that if there is a need for the WCCCF they will continue to serve, otherwise they should be disbanded.

Commissioner Kramer pointed out that the WCCCF board is not fully represented at this meeting; he said it will be important to have that conversation with most or all of the WCCCF Board present. Chair Runyon suggested that a list of questions be developed that could be sent to the WCCCF members in advance of the meeting to help prepare them for the conversation.

Commissioner Hege said that he thinks it important that the makeup of the HUB advisory committee reflect the makeup of the WCCCF Board which is a well-rounded group.

**Agenda Item – Southern Wasco County School District #29**

Commissioner Hege asked Ms. Malefyt what the census is for the school. Ms. Malefyt responded that the population is increasing; the school has been opened to the Tribe which has brought in 20 students. She added that attendance from Tribal students can be spotty as they have to find their own transportation to and from school. A dwindling school population due to the loss of local industry

contributed to the decision to further open the school registration. She reported that one position had been cut at the elementary school and physical education has been cut to a half-time position. She said that class size is good with a lot of classes at 15 or 16 students; the largest class is 26.

Ms. Malefyt went on to say that they have been fortunate to receive grants from Google which has made them technology rich. She said they have a computer for just about every student, a robotics program and a 3-D printer. She feels they have a healthy school.

Emilie Williamson, an SWCSD kindergarten teacher, came forward to say that the elementary school enrollment has increased while staffing has decreased. She said that there are new families moving into the district. Sherry Holliday, former Wasco County Commissioner and former Mayor of Maupin, stated that there are a lot more low-income families in the area than 10 years ago. She reported that they have many more children being raised by grandparents and even great-grandparents.

**Discussion List Item – Enterprise Zone Funds Distribution**

Mr. Stone explained that at the last Board session a second Enterprise Zone Agreement with Design LLC had been approved; part of that agreement included an initial fee and annual fee which would be paid to the Enterprise Zone sponsors, Wasco County and the City of The Dalles. During the process, the City and County negotiated how those funds would be distributed. The initial fee came to a distribution for projects in the community; the annual fee to be a split between the City, the County and North Wasco County School District. All of this is outlined in the Resolution being considered by the Board.

City of The Dalles Manager Nolan Young thanked the County for their partnership. He said that the negotiating team had worked hard and the City of The Dalles supports the distribution as outlined by Mr. Stone.

Commissioner Hege directed attention to the last paragraph of the resolution and read the paragraph into the record:

“IT IS HEREBY FURTHER RESOLVED: That any funds distributed by Enterprise Zone Sponsor(s) shall be done through an IGA with the agency receiving funds. The IGA shall include provisions for regular review to ensure compliance with the



terms of the IGA; Enterprise Zone Sponsor(s) reserve the right to modify or terminate distribution at any time.”

He asked if that is also intended to cover the distribution of the annual funds among the City, County and School District; is it possible that that distribution will also be reviewed. Mr. Young replied that he believes that that has always been the intent; this allows the sponsors to mutually agree on changes. He said he believes accountability to be important. Commissioner Hege said he agrees on the intent of the negotiators and thanked Mr. Young for his confirmation.

**{{{Commissioner Kramer moved to approve Resolution #13-018 in the matter of approving the distribution of Design LLC second Enterprise Zone Funds. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Discussion List Item – Predator Control**

Commissioner Kramer reported that he had no solid information to report; he asked that any citizen who has interest in predator control to please sign in so that he could contact them. One citizen stated that it is important as the ranchers cannot afford to lose livestock. Another citizen asked if predator control is part of the Sheriff’s budget. Mr. Stone responded that funds for predator control were cut two or three years ago and the Sheriff volunteered to try to maintain that within his budget, otherwise there would be no predator control in Wasco County. Mr. Stone went on to explain that the current concern is that APHIS will not indemnify Wasco County for APHIS actions during predator control activities in the County. He explained the danger would be that if, for instance, the APHIS predator control officer started a fire or injured a citizen while discharging his duties, Wasco County could be held liable. He said that the County had requested a change in the language to name Wasco County as an additional insured and indemnify and hold the County harmless; APHIS has refused.

Further discussion ensued regarding the cost of the service and use of funds. Mr. Stone encouraged the public to contact Dave Williams, State Director USDA APHIS Wildlife Services, to express their concerns.

One citizen reported that there are some sportsmen feral pig shooters who come in with helicopters and also get a lot of coyotes. Ranchers give them permission to hunt on their land. Commissioner Hege asked if it works. The citizen replied that last year 200 pigs and 400 coyotes were killed.

Chair Runyon called a recess at 6:35 p.m.

The session reconvened at 6:45 p.m.

### **Public Hearing – Wasco County Roads**

Chuck Covert, Chair of the Wasco County Roads Advisory Committee (RAC), introduced committee members Sherry Holliday and Keith Mobley. Chair Runyon pointed out that Mr. Covert is a private citizen, not a Wasco County employee. Mr. Covert said that the RAC has made numerous presentations around the County to educate the public and gather feedback. He explained that the loss of timber receipts has caused a serious funding shortfall for Wasco County Public Works. He went on to review the Power Point presentation and Road Report included in the Board Packet. He emphasized that to preserve the road system 30 miles of road needs to receive maintenance each year; last year the road department was able to provide maintenance to 17 miles of Wasco County Roads. He explained that once a road drops below 70% of optimum condition, the costs to rehabilitate that road increase exponentially.

Mr. Covert went on to say that there are some County roads within the City of The Dalles Urban Growth Area (UGA); as the City has expanded they have not always taken responsibility for the roads within the expansion. Last year 3.5 miles were converted to the City of The Dalles; discussions continue regarding the remaining County roads within the UGA.

Mr. Covert outlined the proposed short-term and long-term solutions to the funding crisis.

#### Short Term Solutions:

1. Increase revenue by implementing fees for permits.
2. Increasing contract work for other agencies
3. Use the road reserve to balance the budget
4. Reduce the transportation system by transferring county roads within the UGB area to the city
5. Reduce certain materials and services such as paving, paint striping and blading

Long Term Solutions:

1. Implement a Vehicle Registration Fee
2. Implement a Transportation Impact Fee
3. Implement a County Road District
4. Combine the City and County road departments
5. Privatize the road department

A citizen began to express his displeasure with the idea of a transportation impact fee. Chair Runyon explained that the Board wants to hear from him and everyone else wishing to be heard. He went on to say that the process is to allow the RAC and staff to complete their presentation, hear introductory remarks from members of the Board wishing to speak and then open the floor to the public. Chair Runyon explained that the solutions being presented are ideas; nothing has been decided. He said the purpose of this evening's meeting is to continue a dialog with the public regarding the needs and issues surrounding the Wasco County public road system.

Chair Runyon asked Public Works Director Marty Matherly to explain the five Wasco County road districts. Mr. Matherly said that the districts were developed years ago and include The Dalles, Mosier, Dufur, Wamic and Antelope districts. The largest district is The Dalles, some of the smaller districts share crew with other districts for snow removal.

Chair Runyon asked if any other members of the RAC wished to add to the conversation. Mr. Mobley said that it was obvious to him from the beginning that things are changing and not for the better; things are going to get a lot worse unless something is done. He said we want to maintain our good roads and the ideas presented here are just that – ideas being presented to the Board of Commissioners. He added that we all use the roads and as he recalls the idea of an impact fee came from one of the cherry growers who recognized that the agricultural community uses the roads more and use heavy equipment. He concluded by saying that there are problems in executing an impact fee, but it is on the list for discussion.

Ms. Holliday stated that each member of the committee brings a unique perspective. She explained that her focus is emergency response; if emergency responders cannot get to their destination because the roads are not maintained

it is life-threatening. She said that she does not agree with every idea, but all the options need to be on the table. She encouraged the public to visit the county website for information.

Commissioner Hege said these are just ideas and the Board wants to hear from the public. He explained that every revenue stream will have to go to the voters for approval; none can be implemented just because the Board wants it – the voters are the ultimate deciders.

Commissioner Kramer thanked the RAC for their work; he said they are good people who have generously given their time in seeking a solution to the funding crisis. He said he agrees with both Commissioner Hege's and Chair Runyon's comments.

Larry Ashley from Bakeoven asked that if any of the ideas come to a vote would it be to the entire County. Commissioner Hege replied that it would depend upon how it is put together. For instance, if there is a tax district the bulk of the people who live in The Dalles would probably not support being taxed unless some of the money went to City road maintenance since most of their roads are maintained by the City.

Mr. Ashley asked how the percentages would go. Mr. Matherly said that funds raised by a County taxing district would go to county roads including those that are maintained by the County but are in the City.

Mr. Ashley said that he hates to see the roads deteriorate; gravel roads are hard on rigs and snow removal is important for school buses and emergency response.

Betty from Antelope said that Antelope is a big district and Bakeoven Road, the major route for medical services, sometime does not get plowed until 10:00 or 11:00 a.m. She said that she thinks Bakeoven should be designated as a major road.

Lonny Brown from Bakeoven/Pine Grove asked how much it costs to maintain a gravel road. Mr. Matherly responded that it costs an estimated \$400 per mile. Mr. Brown said that there are two roads in Bakeoven that each serves only one

ranch. He expressed his opinion that those roads should be turned over the perspective ranch owners for maintenance.

Mr. Brown said most farmers who haul their own product don't pay a mileage road tax.

Commissioner Hege asked if the mileage tax is more than the gas tax. Mr. Brown responded that it is considerably more.

Chair Runyon asked Craig Snodgrass, who had signed up to speak, if he wanted to say anything. Mr. Snodgrass responded that others had covered his question.

Chair Runyon asked Mr. Brown that if it were the road to his ranch the County said it would no longer maintain, would it be acceptable to him. Mr. Brown said that if he gained control of the road, it would be acceptable to him. He said that another alternative would be to pay the rancher at a lesser rate to maintain the road.

Chair Runyon asked Jim McNamee, who had signed up to speak, if he wanted to say anything. Mr. McNamee said he did not have anything at this time.

Don Holmes stated that on his end of the county there is a man with a truck but nothing happens; the County won't let him do that much and he just drives around in a truck all day. He said they won't let him run a chain saw because there is not someone with him.

Chair Runyon suggested that it may be time to redefine job parameters.

Mr. Brown stated that the County used to have two people in each area doing snow removal – one did paved roads and the other gravel roads. Now, the County has just one who concentrates on paved roads in his area and everything else has to wait.

Shane said that the County should consider some half-time people for snow removal; they are less expensive and many of the farmers who are less busy in the winter already have equipment.

Hal Lindell from Tygh Valley asked what the County gets from the landfill trucks. Mr. Stone replied that all that money comes into the general fund which supports

the road department administratively. He explained that if that money is redirected to the road department, another service will have to be cut.

Shannon Lindell from Tygh Valley said that it is obvious that there is a problem that needs to be fixed; a long-term solution is what is needed.

Chair Runyon observed that even if workers are allowed back into the woods, the infrastructure does not exist to mill the lumber – the mills are gone along with a lot of the milling workforce.

Mr. Ashley asked if money could be saved in equipment replacement. Mr. Matherly explained that Public Works had not been buying any equipment and their fleet of vehicles was aging. He said that last year they set aside funds for a dump truck and had an opportunity to purchase used equipment from Lane County; they were able to get two dump trucks and a grader for less than what had been budgeted for one dump truck. Chair Runyon added that equipment sharing is also an option Public Works has exercised; that keeps them from having to purchase equipment for occasional use.

Mr. Ashley said that he thinks the State does not drop their blade to plow County roads they traverse to reach State roads but the County will drop their blade on State roads they traverse to reach County roads.

Ms. Holliday said she was happy to see that the negotiations with Google went well. She noted that some of the money has not been allocated and wondered if some of that might go to roads.

Commissioner Hege responded that the initial fee has been designated for projects; the Board did not allocate the annual fees because they will not start before 2015. He said they have discussed an allocation to roads but that decision will be made when the funds become available. Chair Runyon added that an \$85,000 per year bond is being paid off; that is money that will go back into the budget.

Commissioner Hege said that if the County is dropping their blade on State roads they happen to travel, he is disheartened that the State will may not be doing the same. He added that he thinks the Board would like to be part of that conversation.

Commissioner Hege asked Ms. Lindell if she was aware of any short term solutions that had been tried unsuccessfully. Ms. Lindell replied that she was not, but thinks that using the contingency fund is not a good idea; that money needs to stay in place.

Commissioner Hege explained that there are actually two funds. One fund is the road reserve which is basically an emergency/disaster fund; the other is the beginning fund balance which at one time was \$2 million and has been being gradually spent down. He pointed out that if they continue that practice, it will eventually be spent out.

Mr. Ashley asked how much of the State gas tax comes back to the County. Mr. Matherly responded that 25% of the pie gets distributed among Oregon counties.

An unidentified citizen asked what other counties are doing. Mr. Matherly said it varies; all the other counties are struggling as well. He added that Wasco County is one of the counties in the lead looking for solutions. Commissioner Hege said that Tillamook County just passed a bond in May for \$15 million for 10 years of road improvement – there roads were in such bad shape, road preservation was no longer an option.

Mr. Ashley stated that Jefferson County roads are in bad shape and they have let some go back to gravel roads.

Mr. Stone responded that that is why Wasco County is trying to get in front of the problem; the County has been spending down road beginning fund balances to maintain roads which is not sustainable. He asked Mr. Matherly to confirm that we have only a year or so. Mr. Matherly said that if we don't get this year's federal funding, there will be some problems in level of service. He added that funds will run out in a year or two; if we stay as we are, roads will deteriorate and the cost curve will get steeper.

Lowell Foreman of Antelope suggested that some of the more heavily used roads could be toll roads to raise funds for maintenance. He asked if any surplus equipment could be sold.

Road Superintendent Don Uhalde responded that equipment is surplussed annually through a process that requires Board of County Commissioners' approval. The surplussed equipment is sold at auction and money returned to the Road Department.

Mr. Foreman asked how he could get a copy of the presentation and report. Mr. Matherly gave him copy and stated that the report could be found on the County website.

Chair Runyon asked if anyone else would like to speak. He said the Board appreciates the public input. He assured those present that no decisions have been made and ultimately, it will be the voters who decide. Mr. Covert added his thanks for the public participation.

Robin Moats, Mayor of Antelope, said that most of the citizens of Antelope go to Madras to conduct business and get news; they don't get The Dalles radio stations and read the Madras Pioneer rather than The Dalles Chronicle – it is difficult for them to know what is happening in Wasco County. She stated that she did not know about this meeting until today. She said she was glad to see the Board have a meeting in South Wasco County and although faced with a difficult decision, she appreciates the County's proactive approach.

Chair Runyon responded that this is a process and while they cannot make everyone happy, the Board wants to hear from everyone. Mr. Uhalde agreed, adding that it was refreshing to hear the rural county opinion – they value the roads and their voice should be heard.

Chair Runyon closed the public hearing at 8:09 p.m.

Chair Runyon adjourned the session at 8:10 p.m.

Chair Runyon re-opened the session at 8:11 p.m.

**Consent Agenda – 9.24.2013 Special Session Minutes**

Commissioner Hege said that on page 3 of the minutes, information is missing regarding the taxes that will be paid by Design LLC. He noted that the way the sentence reads now it appears that \$480,000 is all the taxes that will be paid when that is actually the amount estimated to come into Wasco County's budget;



the total amount of taxes that Design LLC will pay is an estimated \$3.5 million. Ms. White said she would modify the sentence for clarity.

**{{{Commissioner Hege moved to approve the Consent Agenda with corrections to the 9.24.2013 minutes. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Chair Runyon adjourned the session at 8:16 p.m.

<b>Summary of Actions</b>
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**Motions Passed**

- **Approve Resolution #13-018 in the matter of approving the distribution of Design LLC second Enterprise Zone Funds.**
- **Approve the Consent Agenda – 9.24.2013 Special Session Minutes as corrected.**

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott Hege, County Commissioner

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Steve Kramer, County Commissioner

**Agenda Item**  
**6 Rivers Mediation Update**

- [Introductory Letter](#)
- [Annual Statistics](#)

# SIX RIVERS



Community Mediation  
Facilitations  
Mediator Training  
Education

Dear Wasco County Court,

I'd like to take this opportunity to formally thank you for your support of Six Rivers Community Mediation. Wasco County leaders have been strong supporters in the mediation program since our founding in 2002. Dan Eriksen, Scott McKay and Sherry Holiday worked to launch the program. The three of them also helped draft the local Right to Farm ordinance that utilizes mediation as a cost saving alternative to a formal appeals process. That ordinance helped us to gain approval in 2010 for our Federal USDA Agricultural Mediation Grant that now serves the entire State of Oregon. Bill Lennox has been a mediator with Six Rivers since 2003, and serves as the chair of our Mediation Advisory Committee. Kathy McBride, for several years, and now Cathy Smith, have taken leadership roles working with our 5 regional counties to coordinate the Oregon Office for Community Dispute Resolution compliance review and RFP process. The current County Court has been instrumental in our reflection and reorganization review process. Scott Hege and Steve Kramer are both aiding the Advisory Committee and Director by reviewing financial viability and sustainability plans.

Since 2009 we have provided the following services to our region:

**Conflict Prevention** through cases resolved prior to mediation, or conflict resolution education – 2150 people.

**Formally resolved through mediation** – 2134 people

**Professional Mediators trained** through Six Rivers – 78

Volunteer contributions from 2011-2013:

Professional Mediation Hours: \$25,248

Program Volunteer Hours: \$47,894

**Wasco County Residents involved in Mediation - 590**

**Neighbor to Neighbor cases**

**Family Cases**

**Workplace Cases**

**Most inquiries to Six Rivers are about the following:**

- Property lines
- noises originating from: animals, equipment, recreational vehicles or tools,
- Perceived harassment,

- Verbal and non-verbal threats.

**What does it sound like?** Sometimes it is as simple as, “They keep watching us!” or “I can’t stand that music anymore”. “It wouldn’t be so bad if it wasn’t just outside my bedroom window.” Or “If it was only once in a while it would be O.K., but *every Saturday?*” Call us for ideas before it becomes, “I’m not sure whether he will use that gun on me or not” or “I’m going to have to sell my house, just to get away from them”.

### **What does a typical resident in Wasco County need to know?**

- Establish a cordial relationship with your neighbors, if something comes up, Talk to them.
- Informally approaching the situation allows more productive and cooperative solutions to emerge.
- Emotions can get in the way of a good conversation.

## **Take Proactive steps to plan for a good outcome.**

**TALK DIRECTLY:** Assuming that there is not a threat of physical violence, talk directly to the person with whom you have the problem. Direct conversation is much more effective than sending a letter, banging on the wall, throwing a rock, or complaining to everyone else.

**CHOOSE A GOOD TIME:** Plan ahead and allow yourselves enough time for a thorough discussion. Don't start talking about the conflict just as the other person is leaving to make dinner. Try to talk in a quiet place where you can both be comfortable and undisturbed for as long as the discussion takes.

**PLAN AHEAD:** Think out what you want to say ahead of time. Explain what the problem is and how it affects you.

**DON'T BLAME OR NAME CALL:** Antagonizing the other person only makes it harder for him or her to hear you and understand your concerns. Don't blame the other person for everything or begin the conversation with your opinion of what should be done.

**GIVE INFORMATION:** Don't interpret the other person's behavior: "You are blocking my driveway on purpose just to make me mad!" Instead, give information about your own feelings: "When your car blocks my driveway, I get angry because I can't get to work on time."

**LISTEN:** Give the other person a chance to tell his or her side of the conflict completely. Relax and listen, try to learn how the other person feels.

**SHOW THAT YOU ARE LISTENING:** Although you may not agree with what is being said, tell the other person that you hear her or him and are glad that you are discussing the problem together.

**TALK IT THROUGH:** Once you start, get all of the issues and feelings out into the open. Don't leave out the part that seems too "difficult" to discuss or too "insignificant" to be important. Your solution will work best if all issues are discussed thoroughly.

**WORK ON A SOLUTION:** When you have reached this point in the discussion, start working on a solution. Two or more people cooperating are much more effective than one person telling the other to change. Be specific: "I will turn my music off at midnight" is better than a vague "I won't play loud music anymore."

**FOLLOW THROUGH:** Agree to check with each other at specific times to make sure that the agreement is still working....then really do it!

**CONTACT:** Six Rivers Community Mediation Services if you would like assistance in reaching out to your neighbor, or resolving the problem.

### **Reputation management**

Relationships, Respect and Reputations are interconnected;

Relationships are strengthened if you can work out a difficult situation together.

People feel respected if you take the time and energy to approach them in person.

Reputations are preserved by involving only the people directly affected by a dispute.

As a newcomer you can build a reputation as someone who can stand up for yourself, and still care about the greater good of the community.

### **Legal rights are important**

Be informed of your rights, and choose your actions by weighing the outcomes.

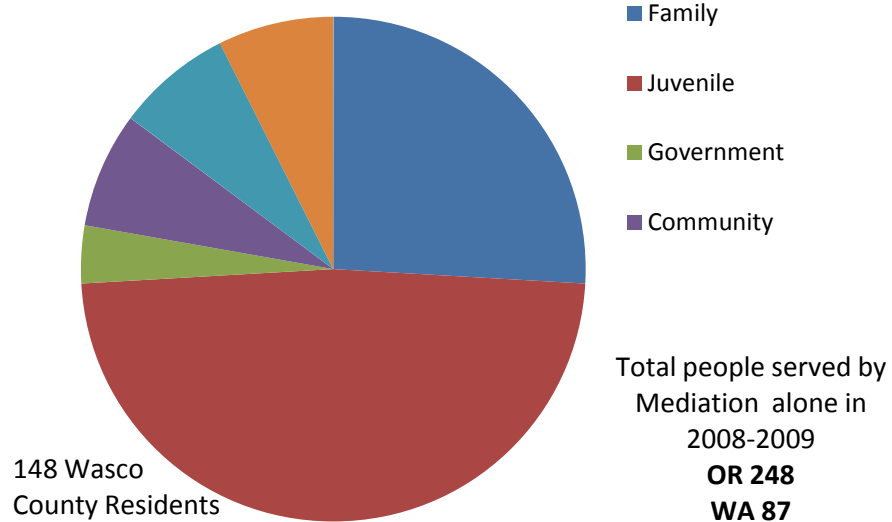
Once the police have shown up at someone's house, damage has been done in the relationship.

Letters can be tricky and how you choose to write something down may be interpreted differently than you intended. If the conversation is crucial, make it the best possible.

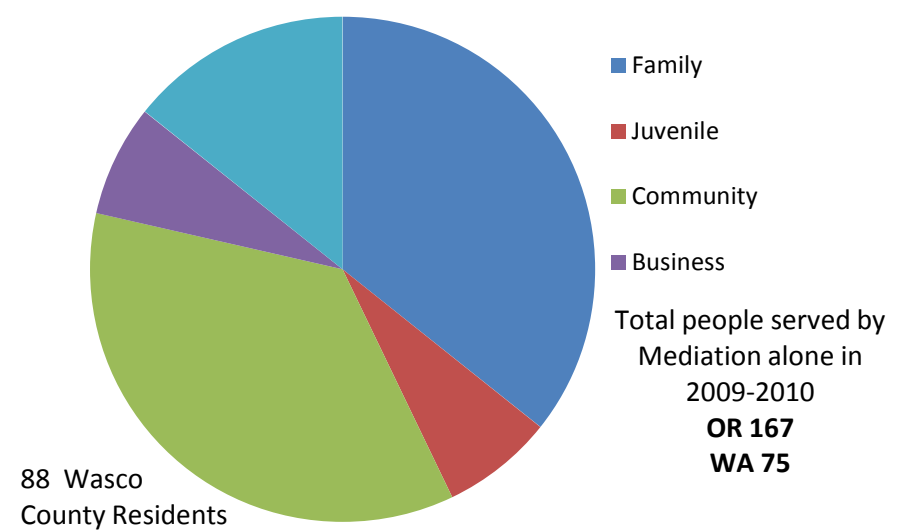
Contact your local Community Dispute Resolution Center for more information or coaching.

Call (541) 296-5220

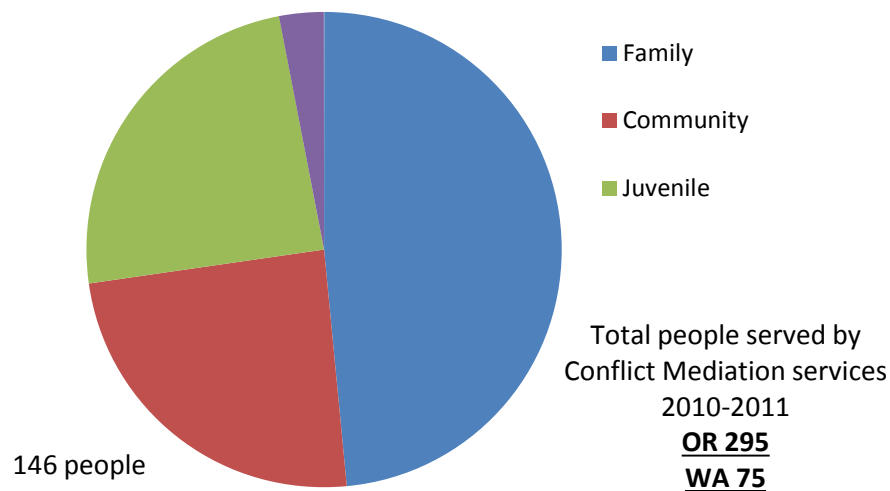
### Wasco 2008-2009



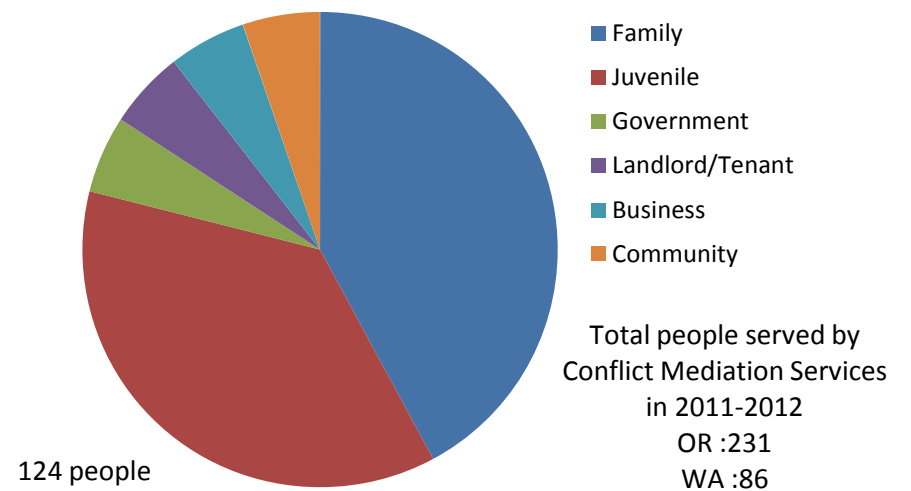
### Wasco 2009-2010



### Wasco 2010-2011



### Wasco county 2011-12



**Agenda Item**  
**Youth Think/Youth Services**  
**Grants & Contracts**

- [AD70 Grant](#)
- [AMA Foundation Healthy Living Grant](#)
  - [Award Letter](#)
  - [Grant Agreement](#)
- [Early Learning IGA](#)
  - [Cover Letter](#)
  - [IGA](#)



**A. Grant Description**

This Grant is entered into on behalf of Wasco County, designated in this document as "grantor" and the entity designated below as "grantee". Wasco County is represented in the negotiation of this grant through the Wasco County Commission on Children & Families. The person to contact regarding this grant is the YOUTHTHINK Coalition Coordinator, Debby Jones

**Grantee:** Linda Griswold  
 2826 W. 10<sup>th</sup> St.  
 The Dalles, Or. 97058  
**Grant Title:** Marketing Consultant  
**Total Grant Amount:** \$9,000.00  
**Grant Period:** October 1, 2013 thru September 30, 2014

Grant Amount	Funding Stream Overview	OAR	ORS	Approved Program Description
\$9,000	AD70 / SPF-SIG			<p><b>Desired Outcome:</b>            Assist YOUTHTHINK in its sustainability planning and strategy implementation as well as expansion of the YOUTHTHINK name and brand.</p> <p><b>Strategies to Implement:</b></p> <ol style="list-style-type: none"> <li>1. Provide consultation services to YOUTHTHINK and county youth in implementing Challenge Day, Photo Voice and other media campaigns such as the Most Of Us campaign.</li> <li>2. Provide consultation services to youth and web designer in establishing YOUTHTHINK video shorts in conjunction with website as well as a corporate web blog.</li> <li>3. Responsible for promotion of the following community events:               <ol style="list-style-type: none"> <li>a. Reality Tour</li> <li>b. Saturday Family Movie Program</li> <li>c. Challenge Day</li> <li>d. PhotoVoice</li> <li>e. Parents Who Host Lose the Most</li> <li>f. Additional events as presented</li> </ol> </li> <li>4. Distribution of monthly YOUTHTHINK newsletter</li> <li>5. Assist in Youth/Community 40 Assets Initiative               <ol style="list-style-type: none"> <li>a. Provide consultation services to YOUTHTHINK Coordinator and designated community sponsors</li> </ol> </li> </ol>



				for the sustainability of YOUTHTHINK. Total work load not to exceed an average of 20 hours a month
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**B. GRANT REQUIREMENTS**

- a. This grant is made subject to the condition that the amount of up to \$8,400 will be expended for the purposes of providing services as identified under the approved program description, designated funding stream, and/or in accordance with state statute and administrative code.
- b. The Grantor must be promptly notified about any of the following during the grant period:
  - 1. Change in program contact personnel of the organization
  - 2. Change in address or phone number
  - 3. Change in name of the organization
  - 4. Change in 501c3 non-profit status
  - 5. Any development that significantly affects the operation of the program or organization.
- c. The Grantee shall provide the Grantor with the program and financial reporting documents outlined in Section E of this agreement.
- d. The Grantee shall abide by all provisions of this grant agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.
- e. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, or if Grantee materially breaches this grant agreement, all grant funds that may be deemed unearned, unjustified, or inappropriately expended must be returned to the Grantor.
- f. Grantee is solely responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through this grant. All persons employed by the Grantee shall be employees of the Grantee. Except for claims arising solely from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and hold the County harmless from and against all actions, suits, claims and demands for loss of damage, including property damage, personal injury, and wrongful death, arising out of or in connection with Grantees performance of this grant agreement.
- g. Perform services as an equal opportunity employer. Grantee shall not deny services or discriminate on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in selection, compensation, or other employment practices with respect to personnel coming under the auspices of the Grantee, and the Grantee will otherwise comply with the provision and requirements of Title IV of the Civil Rights Act of 1974, and all requirements issued by the Department of Justice.
- h. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.
- i. Grantee acknowledges and agrees for the purposes of this Agreement that they shall comply with all provisions of ORS 419B.005 through ORS 419B.045.
- j. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access Law, ORS 417.270.
- k. Grantee acknowledges and agrees to be culturally competent. Culturally competency means the development of behaviors, attitudes and policies that enable providers to deliver services in ways that meet the needs of a variety of diverse cultures.
- l. Grantee acknowledges that any and all products provided by the grantor for use or implementation of this grant are the sole property of the grantor and must be returned upon completion of the grant.

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### **C. Grant Payment**

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1. Upon receipt of the signed grant agreement, the Grantor will be paid \$700 a month for 12 months. Grant payments are contingent upon the Grantee satisfactorily conducting the previous program substantially as reflected in timely reports required herein.
2. Grant payments are subject to the availability of funds. In the event that sufficient funds shall not be appropriated for the payment of consideration required under this grant agreement, and if Grantor has no funds legally available for such consideration from other sources, then Grantor may terminate the grant agreement with written thirty (30) day notice.
3. A total of \$600 of this grant has been identified for administrative costs. Administrative expenses are not to exceed \$600. Grantee must bill for administrative costs with normal monthly billing.

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### **D. Unexpended Funds**

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If the funds have not been completely expended at the end of the grant period, September 30, 2014 then Grantee agrees to immediately notify the Grantor. All funds determined to be under-expended, unexpended, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment; and as needed refunded to the State or original funding source.

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### **E. Reports and Evaluations**

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1. Prepare and furnish such plans, data, descriptive information and reports as may be requested by the County as needed to comply with Grant requirements. The Grantee agrees to, and does hereby grant the Grantor the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished under this agreement.
2. At any time, the Grantor may request a representative of the program to appear at a regularly scheduled YOUTHTHINK and or Commission meeting to provide updates.
3. A final report will be requested by staff of the Grantor to be presented at a regular meeting. This report would include program challenges and successes, a detailed summary of progress on the approved programs, as well as any plans regarding future program goals and targets.

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### **E. IRS Status**

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It is the understanding of the Grantor that the Grantee organization has obtained a determination from the Internal Revenue Service that it qualifies as a section 501(c)(3) organization or are an independent contractor as defined by the IRS.

If there is any change in the Grantee's status or classification, the Grantee must promptly notify the office of the Grantor.

**Project Budget 2013 - 2014**

<b>REVENUE SOURCES</b>		<b>TOTAL</b>
<b>2013-2014 AD70 Funds</b>		<b>\$ 9,000.00</b>
<b>TOTAL REVENUE</b>		<b>\$ 9,000.00</b>
<b>EXPENCES</b>		
Monthly Contract Fee		\$ 8,400.00
Payment will be split into 12 equal payments of \$700. Grantee shall invoice YOUTHTHINK by the 10 <sup>th</sup> of each month.		
Administrative Cost (to be billed by contractor)		\$ 600.00
<b>TOTAL Expenses</b>		<b>\$ 9,000.00</b>

**F. Signatures**

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**Grantee:**

Linda Griswold  
Linda Griswold

10-2-2013  
Date

**Grantor:**

Rod Runyon, Wasco County Commissioner, Chair

          
Date

Steve Kramer, Wasco County Commissioner

          
Date

Scott Hege, Wasco County Commissioner

          
Date

Molly Rogers, Director  
Wasco County Youth Services

          
Date

Approved to Form

Eric Nisley, Wasco County District Attorney

          
Date



September 19, 2013

Debby Jones  
YOUTHTHINK  
610 Court St.  
The Dalles, OR 97058

**Re: AMA Foundation Healthy Living Grant Program**  
**Award Amount: \$10000**

Dear Debby,

Congratulations! On behalf of the American Medical Association (AMA) Foundation, I am pleased to inform you that you have been selected as a Healthy Living Grant recipient.

This year's Healthy Living Grant Program was made possible by an unrestricted grant from Purdue Pharma, L.P. with additional support from Teva Pharmaceutical. We are pleased to be able to be to support your project focused on prescription medication safety.

You should have received a grant agreement form by email. Please complete this form and return it as soon as possible. Once we receive your form, we will mail the check to the contact person listed on the grant agreement.

The AMA Foundation advances public health and medical scholarship through philanthropic support of physician-directed initiatives. Some of the Foundation's current programs include scholarships, healthy lifestyles grants, free clinic grants and health literacy initiatives. To learn more about the Foundation, visit [www.amafoundation.org](http://www.amafoundation.org).

If you should have any questions please contact me by email ([krista.batey@ama-assn.org](mailto:krista.batey@ama-assn.org)) or telephone (312.464.4193).

Congratulations and best wishes.

Sincerely,

A handwritten signature in blue ink that reads "Krista Batey". The signature is written in a cursive, flowing style.

Krista Batey  
Program Officer, AMA Foundation



## Healthy Living Grant Agreement

*Supported by Purdue Pharma L.P and Teva Pharmaceutical*

Congratulations on being selected as an AMA Foundation Healthy Living Grant recipient. Before funding can be provided, please complete and sign this grant agreement acknowledging that your organization will comply with the requirements listed below.

Organization Name: YOUTHTHINK

*Make Check Payable to (leave blank if same as Organization)* YOUTHTHINK/Wasco County

Address 610 Court St.

City/State/Zip The Dalles, Or. 97058

Organization EIN (your organization or the fiscal sponsor): 93-6003315

Contact Name & Title Molly Rogers, Youth Services Director

Contact Phone 541-506-2667 Contact Fax 541-506-2671

Contact E-mail [debbyj@co.wasco.or.us](mailto:debbyj@co.wasco.or.us)

Project Title: The More You Know

Brief Project Description: Project has been designed to specifically take on the issue of comprehensively educating our community on prescription medication safety and creating a new level of awareness that supports proper prescription drug use and dramatically decreases the rate of prescription medication misuse. The project will focus on overcoming the myths that many youth believe regarding prescription drug use and creating environmental change among our youth influencers, especially with the Spanish speaking population.

Grant Amount: \$10,000

Project Manager Name (leave blank if the same as Contact) Debby Jones

### **Grant Requirements**

The AMA Foundation is a 501(c)(3) tax exempt organization.

Your *Healthy Living Grant* is to be used only for the project for which you described in the grant application, consistent with the budget included in the application. Funds are not to be used for salary support or overhead expenses. Any funds not used for the approved grant project must be returned to the AMA Foundation. If the approved grant project is postponed for more than six months or cancelled, the full grant must be returned to the AMA Foundation.

The AMA Foundation requires acknowledgement in all oral and written presentations, publications, news releases, etc., related to the approved project. Copies of these materials or publications should be forwarded to the AMA Foundation in a timely manner.

If your project involves the production of a product, such as a brochure, video, or education tool, you must forward those materials to the AMA Foundation. The AMA Foundation reserves the right to showcase these materials on its website or other communication vehicles, for the purpose of having other communities learn from, emulate or utilize these materials.

The AMA Foundation requires a final report from all *Healthy Living Grant* recipients. In these reports, you will be asked to summarize the results of your project and any evaluation efforts and confirm that the grant funds were spent in accordance with the budget or indicate any deviation therefrom. The AMA Foundation will provide a report form for the grantee. This final report will be due on October 1, 2014. Send completed grant report form to [amafoundation@ama-assn.org](mailto:amafoundation@ama-assn.org).

I hereby acknowledge and agree to the above requirements:

Signature \_\_\_\_\_

Date Oct. 16, 2013

Title Chair, Wasco County Board of Commissioners

Approved By:

AMA Foundation Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric J. Nisley  
Wasco County District Attorney

## Healthy Living Grant Program Application

Name of Organization	YOUTHTHINK - Wasco County		
Executive Director/CEO	Molly Rogers		
Name of Project Manager	Debby Jones		
Street Address	610 Court St.		
City, State and Zip Code	The Dalles, Oregon, 97058		
Phone	541-506-2673	Fax	541-506-2671
Email	debbyj@co.wasco.or.us	Organization website	www.youththink.net

**Tax Status of Applicant Organization (please check):**

501(c)(3)  Other (please specify) governmental entity

Is your organization a political organization?  Yes  No

Does this project involve any political activities?  Yes  No

**Name of primary organization(s) with which you are partnering:**

Mid Columbia Medical Center, One Community Health, North Central Health District

Are you an organization that has an operating budget of \$2 million or less?  Yes  No

Annual operating budget (current year) \$110,325.00

Annual operating budget (previous year) \$118,842.00

Are you an organization seeking funding to aid an underserved or at-risk population between the ages of 2-21?  Yes  No

Briefly describe your target population and how your project will aid this population (you can expand upon this description later in the application).

Our project intends to influence a wide range of ages through its environmental approach with key attention given to youth in grades 6th - 12th as well as those who influence them the most. Our project will also have a specific outreach to Spanish speaking youth and their parents. The city of The Dalles has a growing Hispanic population and many of the adults in this population do not speak English. Too often education and awareness materials are not in a format or language that they can easily understand. Assessment efforts have indicated that this population wants to be more proactive in the lives of their children and this project will specifically help them become more aware of prescription drug use and abuse and how to properly dispose of medications.

**Project Title**

"The More You Know"

Total Project Budget	\$47,445.00	Amount requested from AMA Foundation (up to \$8,000)	\$10,000.00
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Time period this grant will cover: October 2013 to September 2014 *Click on dropdowns*

*Healthy Living Grant projects occur within a one year time period from the receipt of the grant, therefore the majority of the proposed project timeline should occur between September 2013-September 2014.*

**Project Summary**

"The More You Know" project has been designed to specifically take on the issue of comprehensively educating our community on prescription medication safety and creating a new level of awareness that supports proper prescription drug use and dramatically decreases the rate of prescription medication misuse. The project will focus on overcoming the myths that many youth believe regarding prescription drug use and creating environmental change among our youth influencers, especially with the Spanish speaking population. The project will consist of three key components: 1. Direct in-class presentations to youth, 2. Creative media campaign that will be professionally produced with full input from youth (movie video's, Youtube video's, radio, print ads, billboards, social media, ect), 3. Education of adults and special trainings which will further educate them in their role as youth influencers with the most current research on prescription medication misuse (what drugs are being misused, why youth misuse prescription medications, how to talk to youth about prescription drug abuse and role playing opportunities).



1. Please describe your organization.

YOUTHTHINK is a not-for-profit coalition that began in 2001 and serves 25,234 residents. YOUTHTHINK currently operates under the fiscal sponsorship of Wasco County as a tax exempt governmental entity. YOUTHTHINK is actively involved in providing a unified community force in the promotion of healthy lifestyle choices by focusing on the prevention of youth substance use and other risky behaviors. YOUTHTHINK concentrates on environmental strategies as it works to achieve its vision of a community that is free of the effects of substance abuse. Through the efforts of one paid staff person (a certified Prevention Specialist) and a volunteer Executive Board, this effort has inspired volunteers of all ages to donate over 2,000 hours of their time annually to YOUTHTHINK efforts. YOUTHTHINK volunteers range from age 10-85. YOUTHTHINK has been identified by community members as the "expert" in community mobilization and substance abuse prevention. YOUTHTHINK has an active membership base of nearly 100 individuals and publishes a monthly prevention newsletter that is subscribed by over 603 individuals. YOUTHTHINK contributors include individuals and organizations such as: local law enforcement, private and public schools, faith community, service clubs, Department of Human Services, Chamber of Commerce, medical community, business community, media, city/county officials, students, parents, grandparents and substance abuse providers. YOUTHTHINK was recently asked to take on the task of addressing the increased rates of heroin use in our county. Through this effort we have found the unique link to the misuse of prescription opioids and feel that this grant opportunity can provide a unique opportunity to address prescription medication safety and illegal opioid use.

2. Please describe your project. Is it new or ongoing? Detail the proposed activities, services, resources or interventions that will address your community needs. If you are proposing to use an approach that has been demonstrated as effective, for either your organization or another organization, you should provide details on the documented results of the referenced project.

Taking on the issue of prescription drug abuse is not a new effort for YOUTHTHINK. The coalition has benefited from AMA grant funding in the past. New funding will assist in expanding our efforts and allow for a more focused approach that impacts the environment that surrounds our youth population.

Increase awareness/education in the following ways: (all materials in both English and Spanish)

- In-school presentations incorporating the RX for Understanding curriculum for grades 5-12. RX for Understanding: Be Smart About Prescription Drugs is a standards-based, cross-curricular teaching resource geared for students in grades 5-8 and 9-12. This resource contains five sequenced lessons for the mentioned grades.
- Conduct an all school assembly at the middle school and high school levels with special guest speakers.
- Inclusion of awareness/education materials in 6th grade Project Alert and Reality Tour programs.
- YOUTHTHINK's Teen Leaders will initiate/produce posters, videos, print and radio ads, billboards as well as role playing activities with younger youth.
- Service Club and faith group presentations utilizing Maximizing Your Role as a Teen Influencer Tool Kit.
- Special youth influencer town hall event utilizing Maximizing Your Role as a Teen Influence Tool Kit.
- Inclusion of awareness/education materials to be utilized in the Babies First! Program.
- Special Spanish speaking "Parents Night Out" meeting with materials and question answer period.
- "Every-Door" mailing program. A special mailing will be produced that will be in a large post-card format that will be sent out through the post office. This will allow us to direct mail this post card to homes in Wasco County. The post card will provide front and back information in a quick and easily understood format that helps parents start and continue the conversation with their youth regarding prescription drug misuse/abuse.

Refute myths & misconceptions in the following ways:

- Utilize materials from Educate Before You Medicate – Myth Busters: 6 Myths about Teens and Prescription Drug Abuse.
- It is also important to help people understand that medications can be extremely helpful and even lifesaving when taken properly. By refuting myths and misconceptions we also believe that we can help stem the tide of increased heroin use by helping our young people more properly understand the benefits and hazards of pain relieving medications such as Methadone, Oxycodone, Hydrocodone, etc.

Influence attitudes and norms in the following ways:

- Efforts will begin with Doctors who are now mandated to use the SBIRT drug/alcohol screening tool. This tool will be used to help identify youth who have misused or are contemplating misuse of prescription medications. A copy of the SBIRT tool is included in supplemental materials.
- Introduce local law enforcement to the Rx Patrol tool. RxPATROL® is designed to gather and disseminate critical information to help protect pharmacists, guard against potential robberies or burglaries and assist law enforcement.
- Encourage city officials to consider installing a permanent Drug Lock box located within the Police Department to encourage regular and proper discarding of medications.

3. Who are you trying to reach with your project/who is the target audience? What community needs will you address? What is your organization's experience serving the target population? How many are expected to be involved with your project? Include statistics, relevant data, or survey results that help to define the problem and target population for your project.

"The More You Know" project has been designed to positively increase prescription drug safety and knowledge for grades 5<sup>th</sup> - 12<sup>th</sup>, especially among the Spanish speaking population. AMA funding will help YOUTHTHINK achieve this increase by enhancing the knowledge and understanding of our youth as well as those who influence them the most such as parents, teachers and doctors.

According to data received from the state of Oregon:

- Oregon is number one in the nation for non-medical use of prescription pain relievers.
- Oregon has noted a heavy increase in heroin overdose deaths and experts attribute this increase to the recent reformulation of pain reliever medications. YOUTHTHINK is determined to prevent any in our population base from becoming addicted to opioids. A deeper understanding of these drugs will help at all levels.

Wasco County youth rates regarding prescription medication misuse/abuse are consistently higher than those of its Oregon state counterparts. Another concern is that data now indicates that prescription medication misuse/abuse is now higher than tobacco use among Wasco County 11th grade youth. Also, there is an increased influence from medical marijuana proponents that confuses our youth with their use of the word "medical". Many people believe prescription drugs are safer than illegal drugs. While prescription medications are legal and can play a key role in our health, data indicates that prescription drug misuse/abuse is the most rapidly increasing form of substance abuse.

Many of our Spanish speaking influencers are unable to help guide their youth because awareness and education materials are only printed in English. It is important to understand the cultural differences regarding prescription medication use and to gain credibility within this population so that we can truly help all youth and families.

YOUTHTHINK has a rich history of working with youth and those who influence them. Our youth population has been the central target audience of the organization over the past ten years. Through this experience we have learned that it is vital to reach our youth at the earliest age possible in order to truly prevent risky behaviors. This project has strategies that will focus on all children/youth between the ages of 2-21 and those who surround them and their environment in an effort to provide knowledge and skill at all stages of development in both Spanish and English.

The following table provides details of the number we intend to serve as well as volunteers who will assist in the project.

Strategy	Anticipated # Served	Anticipated # of Volunteers
Babies First!	100	6 in-kind staff from Health District
Reality Tour	125	15
Project Alert	250	5
In-School Presentations	1,200	5
All-School Assembly	1,400	5
Every Door Special Mailing	5,000	4
Family Movie videos	1,000	12
Media Campaign	10,000	30
Town Hall event	100	8
Spanish Speaking Parent's Night	50	4

4. What are the specific measurable goals of your project and the indicators you will use to measure your effectiveness? What is your evaluation plan? Try to be as specific as possible and describe your intended outcomes. *Outcomes are benefits and/or changes that occur in individuals or groups as a result of their participation in a program or activity. Outcomes can involve knowledge, skills, attitudes, behavior, performance, status or condition.*

Measurable goals include:

- Reduce the percent of 6th grade youth who indicated on the Oregon Student Wellness Survey that they had misused/abused prescription medication within the past 30 days from 2.9% to 1.5%
- Reduce the percent of 8th grade youth who indicated on the Oregon Student Wellness Survey that they had misused/abused prescription medication within the past 30 days from 5% to 3.5%.
- Reduce the percent of 11th grade youth who indicated on the Oregon Student Wellness Survey that they had misused/abused prescription medication within the past 30 days from 7.8% to 6%.
- Work with the local emergency room personnel to develop bench mark data in an effort to track the number of prescription drug medication cases that come into the emergency room on an annual basis and reduce that number in subsequent years.
- Establish protocols for local law enforcement to utilize Rx Patrol and track data from this reporting system.
- Establish coordinated effort with local medical professionals in implementation of the SBIRT screening tool and develop Intervention protocols.
- Installation of a permanent Drug Lock box at Police Department

Additional outcomes that "The More You Know" project intends to achieve include:

- Raising awareness and further education for youth and those who influence them the most
- Refute myths and misconceptions regarding prescription medications
- Influence attitudes and norms regarding prescription medications

Our evaluation plan enables each specific strategy of the project to have its own individual evaluation tool which will range from pre and post surveys at training events to actual use rates. These tools will be developed with the YOUTHTHINK's Evaluation Consultant, Becca Sanders, Ph.D. Sanders has worked with YOUTHTHINK for the past five years and has been a key contributor to the coalitions success.

Every strategy is looked at purposefully to determine the validity of the strategy and how it can directly impact the desired outcome measures. The overall project will be evaluated every six months to determine if efforts are moving in the desired direction.

Special effort will be made to track the number of materials produced in Spanish as well as the number of Spanish speaking individuals that are being impacted by the project.

YOUTHTHINK utilizes the annual Oregon Student Wellness survey which is conducted by the state. This survey asks specific questions to youth regarding prescription drug misuse/abuse, perception and availability data. This data can be broken down by gender, grade and race.

The project will also include tracking data with drug take back events or upon the installation of the permanent drug lock box.

Ongoing details of the project and successes will be included in the YOUTHTHINK State of the Union publication which is presented annually to all community stakeholders in addition to state representatives.

## 5. Partnerships and Sustainability

**Collaboration and Integration:** Describe how the proposed project will be appropriately collaborative and will serve to strengthen existing relationships within your organization and/or community. List key collaborative partners, describe the role your noted partnership organization (*listed on cover page*) will assume under the proposed project and how the partnership(s) will benefit the proposed project. If you are a nonmedical organization, be sure to explain how you will interact with a medical-related organization and how that will benefit the project.

**Sustainability:** Describe which aspects of the proposed activities and resources developed within this project you expect to be continued after AMA Foundation funding ends. What funding or in-kind support is available or will be sought to sustain the project beyond the grant period? What other necessary plans will be developed and implemented to continue the project?

YOUTHTHINK will collaborate with five key partners in its effort to successfully implement the project. Those partners and how they will contribute to the project are as follows:

- **North Central Public Health District:** The Health District has been a vital partner in YOUTHTHINK's success over the years. The Health District and YOUTHTHINK have worked closely in tobacco prevention as well as in past AMA funding. YOUTHTHINK will utilize the Health District's expertise in information dissemination, especially in its Babies First! Program. The Health District has a rich history of working with the Spanish speaking population and this expertise will be utilized to assist in translation/training opportunities.
- **North Wasco County School District #21:** The school district will provide a key role by allowing the YOUTHTHINK Prevention Specialist to conduct in-class presentations to grades 5th – 12th as well as the "all school assemblies". School facilities will also be utilized to host parent meetings and the town hall event. Without the school district's help YOUTHTHINK would not be able to utilize data from the Oregon Student Wellness Survey. The school district also helps facilitate Project Alert and the Reality Tour program.
- **One Community Health Organization:** This is a new partnership for YOUTHTHINK and this medical facility serves the majority of our county's Spanish speaking population. Medical professionals will assist in prescription medication misuse/abuse data as well as implementation of the SBIRT screening tool. Many of the project's awareness/education materials that are printed in Spanish will be easily accessible at this location.
- **Mid Columbia Medical Center:** MCMC has become a strong partner for YOUTHTHINK over the past three years. Emergency room data will be collected that pertains to prescription medication misuse/abuse in addition to the SBIRT screening tool. Efforts will also include continued utilization of the Oregon Prescription Drug Monitoring program tools.
- **City of The Dalles Police Department and Wasco County Sheriff's Department:** Local law enforcement will be educated on Rx Patrol and begin utilizing this tracking tool to better define and understand the issue of prescription medication misuse/abuse in our local area.

YOUTHTHINK and "The More You Know" project will greatly benefit from the support and contributions of the five above listed entities. These partnerships will serve as an example of cooperation and resulting success. What may seem like a small amount of money (\$10,000) to those from larger communities, for our county it can turn into an important life saving community initiative.

The bulk of the budget expenditures for the project are printing and marketing costs which include the awareness/education materials and strategies. For future sustainability YOUTHTHINK intends to work more closely with the above listed medical organizations to help partner in printing and marketing costs. In addition YOUTHTHINK intends to encourage the city of The Dalles to increase its funding from just strictly program implementation to also funding a portion of the awareness/education expenses. We believe that the installation of a permanent Drug Lock Box will dramatically impact the accessibility for non-medical use of prescription medication and assist in the sustained efforts towards awareness/education and availability of prescription medication.

YOUTHTHINK believes that the majority of the strategies that will be utilized in the project will continue after the grant funding period expires. The project has been developed to be self-supporting. Many of the materials can be downloaded for free and have been skillfully developed so that the majority of the trainings do not require the services of paid professionals. Overcoming the current negative trends regarding prescription medication safety and misuse/abuse will not occur in one year. YOUTHTHINK believes that taking on this issue and making it a part of its current and on-going focus will help prevent the further negative effects of prescription medication misuse/abuse.

6. What is the timeline of your project? Is it a one-time event or a long-term project? When will the key project activities take place?

The project will extend over a full calendar year (October – September). Efforts will begin upon notification of the grant award. In-school presentations will begin in November of 2013 and conclude in May of 2014. The media campaign will have strategic touch points throughout the year in an effort to sustain momentum of the project including the student videos incorporated into the Family Movie program. Awareness opportunities with the local medical organizations who are mandated to implement the SBIRT screening tool will begin in January 2014. Specific awareness/education information will be included in the local newspapers September 2014 Back to School issue. Monthly information will be included in each YOUTHTHINK newsletter. The targeted youth led monthly social media themes will begin in January of 2014. It is the intention of YOUTHTHINK that with successful completion of the project, additional partners will become more engaged and enable the project to have an on-going presence in the community.

7. Please outline your total project budget. You must provide a specific itemized budget that outlines what the *Healthy Living Grant* will be directed toward (i.e. supplies, printing, travel, food, etc). Include other funding sources for this project on the next page, and list both the name of the funder and their grant amounts (*overhead expenses and staff salaries can not be funded by this grant*). Please include a brief description of the expense.

### Project Expenses

	Amount Requested from AMA Foundation	Total project expenses	Description of Expense
Salaries		\$7,040.00	Staff time anticipated to be a total of 320 hours over the 12-month time frame
Fringe Benefits		\$2,880.00	Same as above / benefits are based on county employee benefits plan
Consultants	\$0.00	\$3,640.00	YOUTHTHINK Marketing Consultant Linda Griswold, estimated 104 total hrs
Travel	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	
Supplies	\$790.00	\$2,080.00	Includes in-house copying supplies (ink, paper, general office supplies)
Food/Beverages	\$400.00	\$400.00	Light refreshments for Influencer trainings (\$50 / 8 trainings)
Printing/Production	\$3,300.00	\$6,600.00	Costs include posters, post cards and other awareness/education materials
Honoraria	\$0.00	\$0.00	
Photocopying	\$700.00	\$2,100.00	Grantee will provide use of copiers and cover partial cost of copying newsletters
Telephone	\$0.00	\$600.00	County picks up phone expenses
Postage	\$1,500.00	\$2,645.00	Cover monthly newsletter mailing as well as the Everydoor direct mail campaign
Evaluation	\$0.00	\$750.00	Grantee has an Evaluation Consultant under contract with 15 hrs allotted to project
Marketing	\$3,310.00	\$5,310.00	Includes radio, billboard and print ads/displays
Other/Miscellaneous	\$0.00	\$3,000.00	In-kind volunteer hrs, 100 hr X \$15 plus an additional \$1,500 for Spanish translation
Other/Miscellaneous	\$0.00	\$2,400.00	County picks up office space and utilities
Other/Miscellaneous	\$0.00	\$8,000.00	Grantee provides programming such as Project Alert, Reality Tour, Family Movies
<b>Total</b>	<b>\$10,000.00</b>	<b>\$47,445.00</b>	

## Project Revenue

	Committed	Pending	Description
Government grants	\$22,005.00	\$0.00	Federal pass through grant funding
Foundation grants	\$	\$10,000.00	AMA grant
Corporate donations	\$8,000.00	\$0.00	City of The Dalles funding support
Individual donations	\$0.00	\$0.00	
Income from events	\$0.00	\$0.00	
Income from products	\$0.00	\$0.00	
Membership income	\$0.00	\$0.00	
In-kind support	\$6,000.00	\$0.00	County provides office space, phones, copiers etc, / Volunteer time also included
Other/Miscellaneous	\$1,440.00	\$0.00	Local radio stations provides 1:1 match
<b>Total Revenue</b>	<b>\$37,445.00</b>	<b>\$10,000.00</b>	

### Budget notes/explanations

YOUTHTHINK receives \$61,250 a year through a state alcohol and drug federal pass through grant. YOUTHTHINK's fiscal sponsor, Wasco County, provides many in-kind administrative supports such as office space, phone, copiers as well as technical, accounting, administrative support and oversight which enables the coalition to operate with a limited budget. YOUTHTHINK also has received financial support (\$13,000 for this year) from the City of The Dalles to assist in specific program implementation. Money is allocated for drug abuse prevention and education programs such as Project Alert and Reality Tour, which will be a part of "The More You Know" project. AMA funding will play a critical role in specifically addressing prescription drug misuse/abuse this upcoming year. Funding will support the effort of bringing non-medical prescription medication use to the same level of concern as preventing underage drinking, marijuana, other drugs and tobacco use.

In-kind support of volunteers to assist in translation and Spanish speaking trainings/events is included in the in-kind support line item.

Though the majority of the funding for the project has been identified as committed funding, the project will not have the full impact without the requested \$10,000 from AMA and many of the in-kind supports will not be received because they are connected directly to receiving the grant.

#### 8. Do you expect to receive publicity or media attention for your project? If yes, what kind?

YOUTHTHINK expects to have both newspaper and radio coverage of the project. The local community does not have local news television but a coordinated effort will be made to inform regional news outlets of the project and its far reaching impact for the region. Stories will be submitted to the Oregonian, the state newspaper. The project will also be featured in the local papers annual Back to School publication that reaches over 10,000 subscribers. Ongoing details for the project and successes will be included in the YOUTHTHINK State of the Union publication which is presented to all community stakeholders and state representatives. In addition there is a Spanish speaking radio station that will be utilized to help promote the success of the grant and the partnership with the AMA foundation.

9. Have you used or do you currently use any resources or tools from other organizations with an interest in prescription medication safety, such as The Partnership at Drugfree.org, the National Institute on Drug Abuse, the Office of National Drug Control Policy, or the Drug Enforcement Administration? If so, explain how you've used these resources in projects or your organization. Do you plan to use any of these resources in your Healthy Living Grant project?

YOUTHTHINK regularly utilizes resources provided by The Partnership at Drugfree.org, National Council on Patient Information and Education, National Institute on Drug Abuse, Substance Abuse and Mental Health Services Organization and the Office of National Drug Control Policy. YOUTHTHINK's monthly newsletter routinely shares information from these organizations. In addition, the majority of the educational materials that YOUTHTHINK provides at workshops and special events come from these organizations.

"The More You Know" project will specifically utilize the following materials:

- Educate Before You Medicate - Maximizing Your Role as a Teen Influencer; What You Can Do To Help Prevent Teen Prescription Drug Abuse
- NIDA – Mind over Matter, Drug Facts; Prescription and Over-the Counter Medications
- The Partnership for a Drug-Free America – Not in My House, Getting High on Prescription and Over-the-Counter Drugs Is Dangerous; A Guide to Keeping Your Teenager Safe in a Changing World, Wake Up to Medicine Abuse campaign materials, Join Together
- Oregon Partnership – Prescription Drug Abuse Educator's Tool Kit
- Project Alert curriculum
- Rx Patrol materials and tools
- Rx For Understanding curriculum

Several of the above listed materials are published/produced in both Spanish and English.

*Optional submission materials:* You may submit up to 4 pages of supplemental information such as brochures, news articles, etc. Each page of your supplemental materials should be in the form of an 8.5" x 11" letter-sized piece of paper, with copy only on one side. For instance, if you have a brochure you'd like to include, you should copy that brochure onto letter-sized paper.

**Application checklist:**

- Answered all the questions.
- Typed the answers in the space provided.
- Budget indicates what specific expenses the Foundation grant will cover as well as the entire project budget.
- Aware that the Foundation grant will not support overhead expenses and/or staff salaries and the budget reflects this.
- Submitted up to 4 pages of supplemental information, the materials are printed single-sided on 8.5" x 11" letter-sized paper.
- Organization has been in existence for at least one year and has an annual operating budget under \$2 million.

If approved for a Healthy Living Grant, I agree that the AMA Foundation will be given prominent credit as a funding source in all documents or publicity for the project. I hereby agree to use the funds for the purposes outlined in this grant application. I further agree to submit a Final Report that includes project results and confirmation that the funds were spent in accordance with the budget, or showing any deviation therefrom.

**Signature**

Name	Debby Jones	Date	7/11/13
------	-------------	------	---------

(If submitting via email, you can type your name as electronic signature. Otherwise, sign in the space above)

Prescription medication safety is an important emerging issue for our county. While YOUTHTHINK has been able to note positive progress in the reduction of alcohol, tobacco and other drugs our data indicates a continuing increase in non-medical use of prescription medication.

In an effort to better understand some of the program elements that have been mentioned in our overall project strategy a brief explanation is included.

- Coordinate with North Central Public Health District and their Babies First program. This program provides **Babies First!** A public health nurse will visit the parent regularly at home. She'll talk to the parent about their baby, check its progress, and suggest new ways that the parent can encourage their baby's growth and development. The public health nurse may visit with the parent until their baby is three. They will work closely with the doctor or clinic and provide health and developmental screens. We believe that this is an important time to begin educating parents on how to keep their medicines stored properly and tips on beginning education on helping their children have a healthy respect for medications. This program is provided for both Spanish and English speaking parents. The project will provide language specific materials.
- **Project Alert** is evidence based program and identified as a best practice by (SAMHSA) Substance Abuse and Mental Health Administration. This program is delivered to all 6<sup>th</sup> grade students as part of their health curriculum. We will work with the program facilitators to make sure that special emphasis is placed on education regarding prescription drug abuse.
- The **Reality Tour** is another evidence based program endorsed by SAMHSA. This program provides participants the opportunity to view through short dramatic scenes the possible consequences of drug abuse. YOUTHTHINK will focus its Tour event on the consequences of youth mixing prescription drugs with alcohol.
- The YOUTHTHINK Prevention Specialist provides **in-school teach-in presentations** to middle school and high school youth in their required health classes. The subject of prescription drug abuse will be included as one of the key presentations and the Rx for Understanding curriculum will be used.
- **Rx for Understanding: Be Smart About Prescription Drugs** is a standards-based, cross-curricular teaching resource geared for students in grades 5-8 and 9-12. This resource contains five sequenced lessons for the mentioned grades. Each set of lesson acts as a mini-unit, focusing on the same five lesson themes which include:
  - Relating the issue of prescription drug safety to overall health
  - Understanding proper use
  - Understanding misuse
  - Understanding abuse
  - Conducting an application-based culminating project
- YOUTHTHINK in conjunction with the high school will sponsor a special **all-school assembly** with special speakers who represent the medical community who can address prescription drug abuse amongst the teen population. This conversation and education opportunity will be continued with the student body through their small home room groups.
- The high school principal has agreed to allow YOUTHTHINK to provide a special education/awareness night at their monthly **Parent Meetings**. These meetings are held separately for both English and Spanish speaking individuals. This is an important opportunity because the Hispanic community has been very supportive of these meetings and their attendance has been four times that of the English speaking parents.
- YOUTHTHINK produces a **monthly newsletter** that has an audience of over 400 individuals. Important prescription drug information will be provided on a monthly basis through this publication.
- A special mailing will be produced that will be in a large post-card format that will be sent out through the post offices "**Every Door**" mailing program. This will allow us to direct mail this post card to 5,000 homes. The post card will provide front and back information in a quick and easily understood format that helps parents start and keep the conversations going on with their youth regarding prescription drug abuse and misuse.
- **Radio and Newspaper ads** will also be a main target of the project and will be developed for both youth and adult audiences.



- **Family Movie Program:** YOUTHTHINK in conjunction with the local movie theater will be in its sixth year of offering free family movies during the months of January and February. During this program YOUTHTHINK hands out an average of 200 tips cards per movie with helpful parenting tips and awareness/education facts. In addition a county wide video contest is held where local youth create themed short video PSAs. Prescription medication safety will be a key theme for this upcoming year.
- Special invitation for pediatricians to share with their patients the importance of proper medicine storage. This will be a ready to hand out post card that can be provided as part of the patient follow-up materials.

**The More You Know ...**

She gets her hair from her mom.  
Her eyes from her dad.  
And her drugs from her  
grandma's medicine cabinet.

**BE AWARE. DON'T SHARE.**  
For more information, go to [www.lockyourmeds.org](http://www.lockyourmeds.org).






For more information about YOUTHTHINK or the "The More You Know" project please call (541)506-2673 or visit us at [www.youththink.net](http://www.youththink.net)

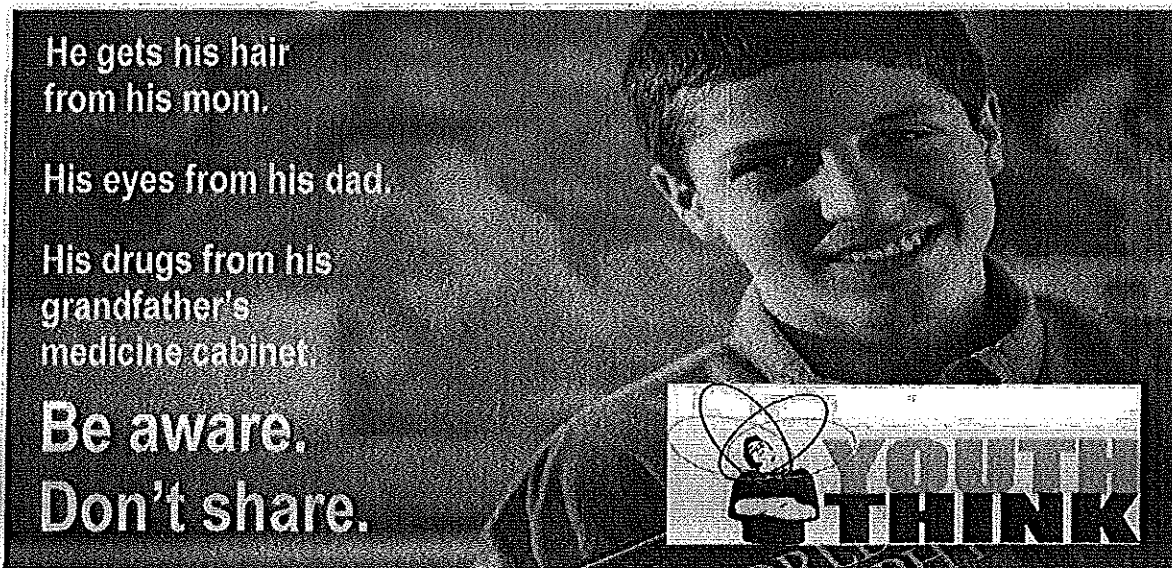

- **Billboard:** A sample billboard

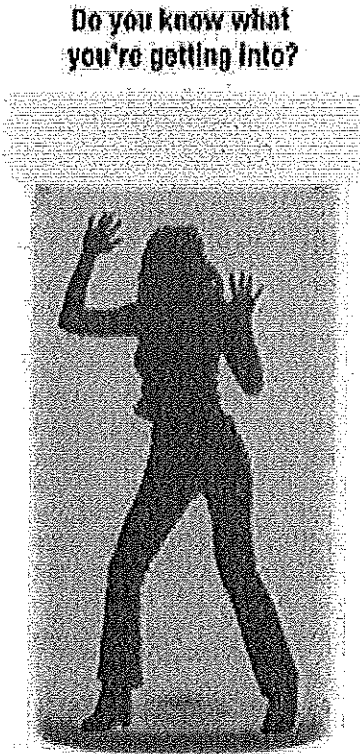
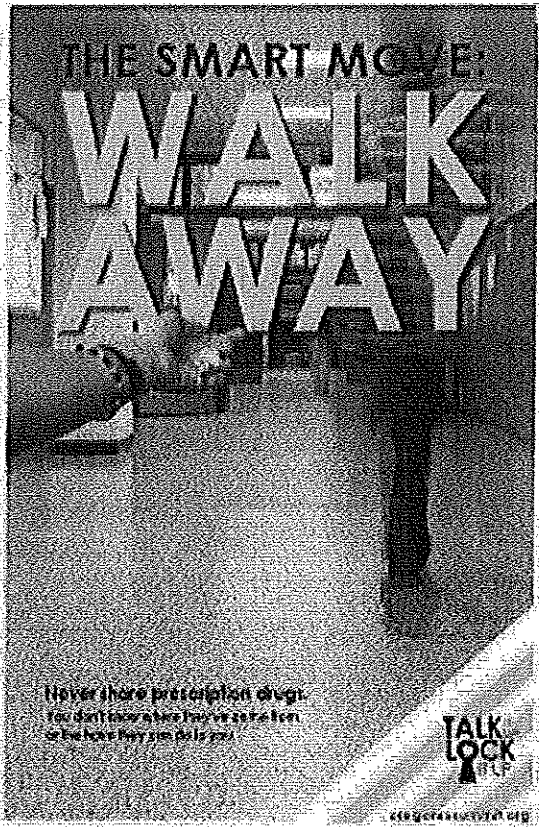
He gets his hair  
from his mom.

His eyes from his dad.

His drugs from his  
grandfather's  
medicine cabinet.

**Be aware.  
Don't share.**



**Poster samples:**

YOUTHTHINK will also be working with their Coordinated Care Organizations and local medical providers as they begin their mandated use of the SBIRT screening tool. A sample of the screening tool is included with the attached document.

## Annual questionnaire

Once a year, all our patients are asked to complete this form because drug use, alcohol use, and mood can affect your health as well as medications you may take. Please help us provide you with the best medical care by answering the questions below.

Patient name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Are you currently in recovery for alcohol or substance use?  Yes  No

**Alcohol:**

One drink =



12 oz.  
beer



5 oz.  
wine



1.5 oz.  
liquor  
(one shot)

	None	1 or more
<b>MEN:</b> How many times in the past year have you had 5 or more drinks in a day?	<input type="radio"/>	<input type="radio"/>
<b>WOMEN:</b> How many times in the past year have you had 4 or more drinks in a day?	<input type="radio"/>	<input type="radio"/>

**Drugs:** Recreational drugs include methamphetamines (speed, crystal) cannabis (marijuana, pot), inhalants (paint thinner, aerosol, glue), tranquilizers (Valium), barbiturates, cocaine, ecstasy, hallucinogens (LSD, mushrooms), or narcotics (heroin).

	None	1 or more
How many times in the past year have you used a recreational drug or used a prescription medication for nonmedical reasons?	<input type="radio"/>	<input type="radio"/>

**Mood:**

	No	Yes
During the past two weeks, have you been bothered by little interest or pleasure in doing things?	<input type="radio"/>	<input type="radio"/>
During the past two weeks, have you been bothered by feeling down, depressed, or hopeless?	<input type="radio"/>	<input type="radio"/>

## YOUTHTHINK Budget July 2013 – June 2014

Budget Item	How Funded	Budget
PC Salary	AD70 / SPF-SIG	\$43,000.00
PC Benefits	AD70/ SPF-SIG	\$19,000.00
Training/Travel	AD70	\$ 2,500.00
Operating Supplies (Includes \$50/month for phone and one time \$500 for phone and tablet upgrade)	AD70, Carry Over	\$ 7,250.00
Media/Marketing	AD70, Carry Over	\$14,175.00
<ul style="list-style-type: none"> <li>• Radio/Paper (\$4,775)</li> <li>• Consultant (\$8,400)</li> <li>• Website (\$1,000)</li> </ul>		
Evaluation Consultant	SPF-SIG	\$ 2,500.00
Program Expenses	City, Carry Over	\$23,500.00
<ul style="list-style-type: none"> <li>• Challenge Day (\$7,500)</li> <li>• Parents Who Host (\$500)</li> <li>• Reality Tour (\$1750)</li> <li>• Parent-To-Parent (\$750)</li> <li>• Family Movies (\$4,000)</li> <li>• Misc. School (\$9,000)                             <ul style="list-style-type: none"> <li>○ Life of an Athlete</li> <li>○ Challenge Day follow up</li> <li>○ Builders Club</li> <li>○ Above the Influence</li> <li>○ Youth Videos</li> <li>○ Project Alert</li> </ul> </li> </ul>		
<b>Total Expense</b>	<b>AD70, City of The Dalles SPF-SIG, Carry Over</b>	<b>\$110,325.00</b>
Revenue	AD70 2013-2014	\$ 61,250.00
	City of The Dalles 2013-2014	\$ 13,000.00
	State SPF-SIG	\$ 10,000.00
	Carry Over/Donations	\$ 26,075.00
<b>Revenue Total</b>		<b>\$110,325.00</b>



ROB S. SAXTON  
Deputy Superintendent of Public Instruction

October 3, 2013

Wasco County  
Attn: Rod Runyon  
511 Washington Street Suite 101  
The Dalles, OR 97058

Dear Mr. Runyon:

Enclosed please find Contract #9770, Amendment 1 with Wasco County. If the terms of the Amendment are acceptable please sign on page 3.

Please return the Amendment at your earliest convenience, preferably within fourteen (14) business days. When all required signatures have been obtained, a copy of the fully executed Amendment will be provided to you.

Please contact me immediately if you have any questions or concerns regarding the Amendment 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](mailto:lisa.kennedy-reid@state.or.us)

Enclosure

STATE OF OREGON  
 INTERGOVERNMENTAL CONTRACT FOR PROFESSIONAL SERVICES  
 AMENDMENT# A1

1. This is Amendment No. A1 to Contract No. #9770 (as amended from time to time the "Contract") dated July 1, 2013 between the State of Oregon acting by and through its Department of Education hereafter called "Agency", and Wasco County hereafter called "Contractor".
2. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
3. The Contract is hereby amended as follows with new language indicated by underlining and [deleted language is indicated by brackets]:

EXHIBIT B  
 FUNDING AREA DESCRIPTIONS

4. Service Continuity Funds. Funding for county administration of all programs funded in this Agreement.

EXHIBIT  
 C AWARD

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Healthy Start	[\$157,297] \$78 649		

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance Agency will provide to County under this Agreement in support of Activities in the specified Funding Area. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number [93.667] 93.556 specifies Title [XX] IV-B(2), Social Service [Block Grant] Act, Subpart 2, Family Preservation and Family Support Services Program, funds.

THE EARLY LEARNING DIVISION 2013-2015  
 COUNTY INTERGOVERNMENTAL AGREEMENT  
 [PLACEHOLDER] AWARD

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Great Start			
2. Children Youth & Families	\$8,355		

3. Family Support Services		\$6,221	93.556
4. <u>Service Continuity</u>	\$19,600		

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

3. Reporting. County shall submit reports to Agency as required by OAR 423-010-0027(7-9). Additionally County shall report on how funds are being spent toward the following outcomes: Kindergarten readiness, stable and attached families and system coordination and efficiency detailed in the "Reports" section of this document.
4. Collaboration with Hubs. County shall plan, coordinate and collaborate with Early Learning Hub(s) (if one exists within the County's jurisdiction) for the coordination of early learning services.

EXHIBIT E

GENERAL TERMS AND CONDITIONS

4. Expenditure/Obligation of Award. County may not expend or obligate in excess of [54] 100 percent of the financial assistance provided to County under this Agreement during the first year of this Agreement without the prior approval of Agency. County may expend the financial assistance provided to County under this Agreement solely on Allowable Costs necessarily incurred in the conduct of Activities 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):
5. Reports. County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder. The reports shall be prepared and submitted in accordance with OAR 423-010-0027(7) through (9). Reports submitted by the County shall be submitted on the following quarterly schedule, prior to the drawdown of quarterly funds:
  - November 3, reporting on Q1 2013
  - Februar2, reporting on Q2, 2014
  - Ma1, reporting on Q3, 2014
  - August 3, reporting on Q4, 2014
  - a. Counties shall use the form provided by the Agency to report on how each funding stream is being used to support the Agency's over-arching goals of increasing kindergarten readiness, increasing family attachment and stability and increasing system coordination and efficacy.

- b. Counties shall report on these outcomes by:
  - (i) Detailing what specific programs they are directing each of their funding streams and requests toward.
  - (ii) Detailing what Agency outcome those funds and programs are going to support.
  - (iii) In the instance that the County wishes to fund a program that does not support one of these three outcomes they shall justify reasoning and assumptions behind the decision to fund in the reporting form provided by the ELD.

Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective dates of this amendment and with the same effect as though made at the time of this Amendment.

**CONTRACTOR, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES CONTRACTOR HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**CONTRACTOR**

By: _____	Title: _____	Date _____
Printed Signature	E-Mail Address	

**AGENCY**

Authorized Signature: _____	Title: _____	Date _____
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Approved for Legal Sufficiency

Authorized Signature: _____	Title: Assistant Attorney General	Date _____
-----------------------------	-----------------------------------	------------

APPROVED AS TO FORM:

\_\_\_\_\_  
 Eric J. Nisley  
 Wasco County District Attorney



**Agenda Item**  
**Wasco County Tobacco Policy**

- [Presentation](#)

# Tobacco Policy Review

for County Annex Properties

October 16, 2013

North Central Public Health District



**Public Health**  
Prevent. Promote. Protect.

# Strength: Signage



# Strength: Reduced Smoking

Care Kits, Calls to Quit-Line



# Weakness: Continued Smoking

outside of designated area, discarded butts



# Weakness: Policy Language

as recommended by NALBOH

- Need start date for policy
- Hard to enforce if self-regulated (need to assign someone to be the enforcing agent)
- Fines/penalties may help with the process
- It is missing a "whistleblower" protection clause if it is to remain self-enforced

# Solution:

## Tenants responsible for enforcement

- Ownership of Policy
- Communication of Policy
- Enforcement of Policy

# Solution: Communication to Clients prior to appointments

- “When you come to your appointment, our property is tobacco free. Please do not enter the parking lot using any tobacco product.”



# Conclusion

An updated tobacco policy with enforcement requirements will improve the Wasco County Property.



**Public Health**  
Prevent. Promote. Protect.

**Agenda Item**  
**Public Health Contracts**

- [OHA Agreement #135200](#)
- [Research Subaward Agreement  
Amendment](#)



Agreement Number 135200

**Amendment to  
State of Oregon  
Intergovernmental Agreement  
CAWEM Prenatal Expansion Program**

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

This is amendment number **1** to Agreement Number **135200** between the State of Oregon, acting by and through the Oregon Health Authority, hereinafter referred to as “OHA” and

**Wasco County  
acting by and through the North Central Public Health District  
Attn: Teri Thalhofer  
419 E. 7th Street, Room 100  
The Dalles, Oregon 97058  
Phone: (541) 506-2600  
Fax: (541) 506-2601  
Email: [terit@co.wasco.or.us](mailto:terit@co.wasco.or.us)**

hereinafter referred to as “County.”

1. This amendment shall become effective on July 1, 2013 when signed by all parties and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
  - a. Section 1. “Effective Date, Duration, and Amendments.” is amended as follows: The expiration date of the Agreement is changed to **June 30, 2015**.
  - b. Section 2. “Background” is amended as follows: All references to “2011-2013” are amended to read “2011-2013 and 2013-2015”.
  - c. Section 4, “Consideration” is hereby amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

“4. CONSIDERATION.

**a. For the agreement period beginning July 1, 2011 to June 30, 2013, County agrees to provide financial assistance in the amount of 1.73 percent of the total funds expended for CWX benefit package services to County residents eligible for the CAWEM Prenatal Expansion Program for the period of this Agreement. This amount is estimated to be approximately \$17,000.00 for the agreement period. These funds will help OHA meet matching fund obligations associated with capturing Title XXI federal funds for the program.**

OHA will invoice County in the amount of \$17,000.00 within 15 days of final execution of this agreement. County will pay the invoiced amount of \$17,000.00 within 10 days of the date of the OHA invoice. OHA will track expenditures and report to County on a quarterly basis. At such time as all expenditures and County contributions under this agreement are reconciled, County shall be reimbursed any funds contributed in excess of County's obligation or invoiced for any funds owed.

**b. For the agreement period beginning July 1, 2013 to June 30, 2015, County agrees to provide financial assistance in the amount of 3.60 percent of the total funds expended for CWX benefit package services to County residents eligible for the CAWEM Prenatal Expansion Program for the period of this Agreement. This amount is estimated to be approximately \$23,384.62 for the Agreement period. These funds will help OHA meet matching fund obligations associated with capturing Title XXI federal funds for the program.**

**OHA will invoice County in the amount of \$23,384.62 within 15 days of final execution of this Agreement. County will pay the invoiced amount of \$23,384.62 within 10 days of the date of OHA's invoice. At such time as all expenditures and County contributions under this Agreement are reconciled, County will be invoiced for any additional funds owing under this Agreement, and any funds contributed in excess of County's obligation under this Agreement will be applied to offset future CAWEM Prenatal Expansion Program obligations of County as may be agreed upon between OHA and County. If County is not a participating county as of July 1, 2017, and no CAWEM contract is executed between County and OHA at that time, County shall be reimbursed any excess funds contributed by County under this Agreement.**

OHA will provide County not less than 30 days' notice if during the term of the Agreement, OHA determines that additional County financial assistance will be required to cover expenditures for the program in the County for the duration of the Agreement period, OHA will invoice County within 15 days of the notice and provide 10 days from the date of the invoice for County to pay the invoiced amount. County agrees that the total County contribution under this Agreement will not exceed ~~\$34,000.00~~**\$46,769.24** which is twice the estimated County cost of the program. County acknowledges good and valuable consideration from OHA, the receipt and sufficiency of which is hereby acknowledged."

- d. EXHIBIT A, Part 2, Statement of Work, Section 1. OHA Responsibilities, is hereby amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

“1. OHA responsibilities: OHA’S responsibility under this Agreement is contingent upon OHA having sufficient expenditure authority and receiving sufficient funds from County to meet state matching fund obligations associated with capturing Title XXI federal funds. This County funding responsibility is reflected in OHA’s 2011-2013 **and 2013-2015** expenditure authority for the program.”

- e. EXHIBIT A, Part 2, Statement of Work, Section 2. County Responsibilities, sub-section a. only is hereby amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

“a. County agrees to provide financial assistance with state matching fund obligations associated with capturing Title XXI federal funds for the purpose of providing CWX benefit package services to an eligible resident of the County during the period of eligibility as determined by OHA. The County’s financial responsibility is not limited to services provided by providers employed by or under agreement with the County; the financial responsibility includes all covered services within the benefit package provided by a DMAP enrolled provider to an eligible county resident participating in the program. This county funding responsibility is reflected in OHA’s 2011-2013 **and 2013-2015** expenditure authority for the program.”

- f. EXHIBIT A, Part 2, Statement of Work, Section 3. Shared Responsibilities of the Parties, sub-section b. only is amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

“b. This program is presently limited by funding and/or expenditure authority, through ~~June 30, 2013~~**June 30, 2015**. Unless additional funding and/or expenditure authority are obtained for the program, OHA and County agree to begin discussion in ~~January 2013~~**January 2015** to develop a plan to begin phase-out of services in a manner that minimizes disruption of health care services within funding limitations.”

- g. EXHIBIT A, Part 3, Payment and Financial Reporting, Section 4. only is hereby amended as follows (language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold**):

“4. Any financial obligations accruing to either OHA or County will survive the expiration date of this Agreement. After the expiration date of the Agreement, there will be a period of reconciliation not to exceed ~~one year~~**18 months**. ~~Within 30 days of the date when all expenses and payments have been finalized and are reconciled, OHA will refund to the County amounts that can be determined not to have been expended for the purposes of the Agreement or will notify and invoice County for any funds determined to have been expended for the purposes of this Agreement and not previously remitted by County. At such~~

time as all expenditures and County contributions under this Agreement are reconciled, County will be invoiced for any additional funds owing under this Agreement, and any funds contributed in excess of County's obligation under this Agreement will be applied to offset future CAWEM Prenatal Expansion Program obligations of County as may be agreed upon between OHA and County. If County is not a participating county as of July 1, 2017, and no CAWEM contract is executed between County and OHA at that time, County shall be reimbursed any excess funds contributed by County under this Agreement. County will remit to OHA any funds invoiced within 10 days of the date of the invoice.”

3. **Certification:**

- a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County. Without limiting the generality of the foregoing, by signature on this Agreement, County hereby certifies that:
  - i. Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
  - ii. The information shown in Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
  - iii. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
  - iv. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - v. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and

- vi. County is not subject to backup withholding because:
  - a.) County is exempt from backup withholding;
  - b.) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - c.) The IRS has notified County that County is no longer subject to backup withholding.
  
- vii. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.
  
- b. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385.

**Please print or type the following information:**

**County Name (exactly as filed with the IRS):** County of Wasco

Street address: 511 Washington Street

City, state, zip code: The Dalles, OR 97058

Email address: gloriap@co.wasco.or.us

Telephone: (541) 506-2626

Fax: (541) 506-2551

Federal Employer Identification Number: 93-6002315

**Proof of Insurance:**

Workers' Compensation Insurance Company: SAIF

Policy #: A482892160

Expiration Date: 6.30.2014

COUNTY SHALL PROVIDE PROOF OF INSURANCE UPON REQUEST BY OHA OR OHA DESIGNEE.



5. **Signatures.**

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

Wasco County acting by and through the North Central Public Health District (County)  
By:

---

Teri Thalhofer, North Central Public Health Director Date

---

Rod Runyon, Chair, Wasco County Board of Commissioners Date

**State of Oregon, acting by and through its Oregon Health Authority (OHA) By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:  
*Not required per OAR 137-045-0050(2)(c)(A)*

OHA, DMAP /Policy and Planning (Program Review)  
By:  
*Daneka Karma, Medicaid Policy Analyst, by email on June 11, 2013.*

Office of Contracts and Procurement (OCP Review)  
By:

---

Phillip G. McCoy, OPBC, OCAC	Contract Specialist	Date
------------------------------	---------------------	------

APPROVED AS TO FORM:

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Eric Nisley  
Wasco County District Attorney

## Research Subaward Agreement Amendment

Prime Recipient	Subrecipient
Institution/Organization ("Prime Recipient")  Name: Oregon Health & Science University Address: 3181SW Sam Jackson Park Road Mail Code:L106RGC Portland, OR 97239	Institution/Organization ("Subrecipient")  Name:North Central Public Health District Address: 419 E. 7 <sup>th</sup> St., Room 100 The Dalles, OR 97058
Prime Award No. : 4 B04MC06604-01-044	Subaward No.:4 B04MC06604-01-044
Prime Recipient PI: Marilyn Hartzell	Subrecipient PI: Teri Thalhofer
Project Dates: 10.01.2013-09.30.2014	Amount Funded this Action: \$3,460.80
Project Title: Maternal and Child Health Services Block Grant	Amendment No. : 2

### Amendment(s) to Original Terms and Conditions

Period of Performance: The period of performance of this Agreement is October 1, 2013 through September 30, 2014, as described in the Scope of Work, Attachment B.

Cost and Expenditures limitations: The University shall reimburse the Subawardee for actual expenses incurred in the performance of this agreement up to \$3,460.80 as shown in the approved budget, Attachment E.

PHS-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)

- a) 42 CFR Part 50. 604 requires that institutions conducting PHS-funded research *“Maintain an up-to-date, written, enforced policy on financial conflicts of interest.”* Further, *“If the Institution carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the institution (awardee Institution) must take reasonable steps to ensure that any subrecipient Investigator complies with this subpart by incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of the awardee Institution or that of the subrecipient will apply to the subrecipient’s Investigators.”*

Subrecipient will follow the financial conflicts of interest policy of the Prime Recipient Institution.

- b) Subrecipient shall report any financial conflict of interest to Prime Recipient's Conflict of Interest

Representative contact below:

[coir@ohsu.edu](mailto:coir@ohsu.edu)

503-494-7887 Option 1

Any financial conflicts of interest identified shall subsequently be reported to NIH. Such report shall be made before expenditure of funds authorized in this Subrecipient Agreement and within 45 days of any subsequently identified financial conflict of interest.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

<p>By an Authorized Official of Prime Recipient</p>  <p>_____ Date: _____</p> <p>Lisa Belair, Signing Official Grants &amp; Contracts Administrator Research Grants &amp; Contracts</p>	<p>By an Authorized Official of Subrecipient</p>  <p>_____ Date: <u>October 16, 2013</u></p> <p>Name: Rod Runyon Title: Chair, Wasco County Board of Commissioners</p>
<p>Federal Sub Amendment_eCOI</p>	<p>APPROVED AS TO FORM:</p>  <p>_____</p> <p>Eric J. Nisley Wasco County District Attorney</p>