

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA Wednesday, December 4, 2013**  
**LOCATION: Wasco County Courthouse, Room #302**  
**511 Washington Street, The Dalles, OR 97058**

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

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

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

9:00 a.m.

**CALL TO ORDER**

*Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.*

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [CAMI Grant](#), [Treasurer's Report](#), [Centennial Celebration](#), [January BOCC Meeting](#), [Veteran's Clinic Letter of Support](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 11.22.2013](#), [Mosier Watershed Appointments](#), [Board Appointments](#)

9:30 a.m.      [Easton: PLASAR-11-10-0014 \(Remand from Gorge Commission; Rowena Dell Lot 8\)](#) – Planning Department

10:45 a.m.      [SWAC Rate Increase Proposals](#) – John Zalaznik, Jim Winterbottom, Mel Barlow

11:00 a.m.      [Home at Last Proposal](#) – Kris Boler

11:15 a.m.      [Community Corrections Agreements](#) – Robert Martin

11:25 a.m.      [Budget Adjustments](#) – Monica Morris, Et Al.

11:40 a.m.      [Vehicle Purchases](#) – Lane Magill

11:50 a.m.      [Haven Agreements](#) – Molly Rogers

12:00 p.m.      [SRS Funding](#) - Kathy White

**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  
DECEMBER 4, 2013

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

At 9:01 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Ms. White asked that the SWAC be removed from the agenda and the NORCOR Budget Committee Appointment be added to the Discussion List.

Commissioner Kramer asked that Household Hazardous Waste be added to the Discussion List.

**Open to the Public – Walston Grade Music Festival**

Gayle Ordway came forward and read a statement into the record (attached) regarding a music festival that took place over the Thanksgiving weekend on property adjacent to his property.

Chair Runyon asked Mr. Ordway how far his home is from the site. Mr. Ordway replied that it is a half mile at most; adding that the stage was facing his home.

Commissioner Hege asked Mr. Ordway if the property owner had communicated with him prior to the event. Mr. Ordway reported that there was a time when he and his wife had gone to check on their cabin, located on another piece of adjacent property, when they saw the landowner building a structure. Mr. & Mrs. Ordway had asked what he was building and the landowner had responded that he was building an outhouse to be used for a festival that would be taking place on his property in two weeks. Mr. Ordway went on to say that the landowner had

held a similar festival in the spring of 2013 but the Ordways had been out of town and cannot attest to what occurred at that time.

Chair Runyon noted that at the last meeting of the Planning Director presented preliminary research on noise ordinances in other Oregon Counties to serve as a basis for a possible noise ordinance in Wasco County.

Mr. Ordway stated that he should not have to leave his home to escape the noise.

Chair Runyon asked Mr. Ordway at what time would he expect the noise to discontinue. Mr. Ordway replied that it should stop no later than midnight. He added that there is another festival planned for spring break 2014; the group has already built a burning man structure for that event.

Carol Beard of The Dalles stated that she has property that adjoins both the festival property and the Ordway's property. She reported that from her house she and her sister could hear the language being used over the sound system; she described it as vulgar saying that the "f" word was used over and over again. She reminded the Board that this community has already lived through the Rajneeshpuram; she stated that this group is a religion that plans to turn the property into an organic farm/commune/festival site. She said they already have expansive festivals in Nevada and advised the Board members to look up the Burning Man on the internet to learn more about them.

Anita Ordway shared a report with the Board (attached) that outlines attendance – 364 tickets had been sold with another 228 tentative and over 10,000 invitations sent out. She went on to describe other items that could be accessed through the public face book site. She reported that the music started at 1 p.m. each afternoon and went on until 7:30 a.m.; she could hear voices, music and the beat – the language was very offensive.

Commissioner Hege asked if the home she is talking about is their permanent residence. Mrs. Ordway replied that it is and that on their other adjacent property they have a cabin. She said that the people who own the festival property are nice but that she thinks they should communicate their intentions and respect the rights of their neighbors. She feels like they tell people what they want to hear

and then do something else. She said that she and her husband are not trying to shut down the festival; they just want the issues addressed.

Chair Runyon asked if there has been any trespassing. Mr. Ordway replied that there has and described an incident in which the adjacent property owner had opened a gate that was clearly marked “no trespassing” and used the opening to reposition heavy equipment damaging his ground in the process.

The Board thanked everyone for bringing this to their attention and assured them that they are looking into the issue.

**Discussion List – CAMI Grant**

Chief Deputy District Attorney Leslie Wolf stated that she could not be available for the CAMI Grant budget adjustment scheduled for later in the morning and was here to answer any questions the Board had regarding the grant. Chair Runyon asked that she give a brief summary of the grant.

Ms. Wolf stated that the CAMI Grant has been in place since before she came to the County and it traditionally covers part of the Chief Deputy District Attorney’s salary along with administration, training, medical assessments, expert witnesses, translators, and supplies for children’s interviews. She explained that in October the State Legislature had passed the new allocation which increased the Wasco County grant by over \$7,000 per year; the first payment came in on October 21<sup>st</sup>.

Commissioner Kramer questioned the numbers Ms. Wolf had reported as compared with the dollar amounts in the budget adjustment. Ms. White said that they would have to ask Finance Manager Monica Morris about that when she arrives for the budget adjustment.

**Agenda Item – Easton: PLASAR-11-10-0014 (remand from Gorge Commission: Rowena Dell Lot 8)**

Chair Runyon opened the hearing at 9:31 a.m.:

We will now commence and open the public hearing on the agenda to hear and consider a remand from the Columbia River Gorge Commission. Specially:  
Remand and revisions to File # PLASAR-11-10-0014 (PLAAPL-11-12-0002 & PLAAPL-11-12-0003), request by owners Karen Easton and David Kuehn for a



scenic area review permit to construct a 2,400 sq. ft. dwelling and attached garage. The property is described as 2N 12E 3 C, tax lot 2800, or Account # 821.

The criteria for approval of a land use decision are contained in the Wasco County National Scenic Area Land Use and Development Ordinance ("NSA LUDO" as amended). The specific criteria applicable to this request are contained in Chapter 3 (R-R Rural Residential Zone), Chapter 11 (Fire Safety Standards), and Chapter 14 (Scenic Area Review). Generally, unless otherwise noted, if a request is found to be consistent with the NSA LUDO it is considered consistent with the Management Plan for the Columbia River Gorge National Scenic Area.

**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 (Easton) testimony to speak in favor 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 Board will render a decision

Time Limitations

If numerous people in the audience wish to testify, do a show of hands of those who would like to testify either for or against the proposal. If a lot of people want to testify, they will be limited to **5 minutes** and their testimony will be timed.

Chair Runyon asked if any member of the Board wished to disqualify themselves for any personal or financial interest in this matter. There were none.

Chair Runyon asked if any Board member wished to report any significant ex parte or pre-hearing contacts. Chair Runyon reported having met with the planning department regarding a script for the hearing and a review of facts.

Chair Runyon asked if any member of the audience wished to challenge the right of any Board member to hear this matter. There were none.

Chair Runyon asked if any member of the audience wished to question the jurisdiction of the Board to act on behalf of Wasco County on this matter. There were none.

Commissioner Kramer recused himself from deciding this matter citing an incomplete knowledge of the facts; he was not a member of the Board when the case was originally heard. He asked to remain a part of the conversation.

Chair Runyon went on to explain that anyone can speak for or against the proposal; however, only those who have "party" status per Section 2.190 of the NSA LUDO will be able to appeal a decision reached by the Board. Those wishing to have party status need to state so at the beginning of their testimony; the Board will deliberate about granting party status to each person who requests it.

Chair Runyon outlined the Rules of Evidence:

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.

Chair Runyon asked staff to present background and a staff summary.

Planning Director John Roberts displayed a map and some photos (attached) of the property and building plans for the proposed structure, pointing out relevant items.

Commissioner Hege asked what the zoning is on the property. Mr. Roberts replied that it is RR5 Special Management Area. Commissioner Hege asked if it is unusual to have a property be both RR5 and Special Management. Mr. Roberts replied that it is a little unusual.

Mr. Roberts stated that the staff recommendation is for approval. He stated that his department has conducted pre-notice and mailing for this hearing as well as the previous hearing. He explained that at the previous hearing the intent was to move this issue along to the Gorge Commission; in order to do that it had to be denied by both the Planning Commission and the Board of County Commissioners. Since that time, the landowners have come to an agreement; as a result, the Gorge Commission has remanded it to the Board of County Commissioners. At the original hearing, the Board had committed to hearing the case on its merits should it be remanded to them.

Commissioner Hege asked why it had not gone back to the Planning Commission. Mr. Roberts replied that when it came before the Planning Commission originally they made no changes so there was no need to send it back to them.

Mr. Roberts went on to say that the site plan had been revised, shrinking the footprint and height of the house to better address impacts to key viewing areas. In addition, five screening trees will be planted. He stated that there are many issues to be addressed when building in the scenic area and he feels all have been addressed which supports the decision to recommend approval. The revised site plan is also in line with codes.

Mr. Roberts noted that after working with both parties, the Planning Department is recommending one change; rather than say any tree that dies on the site must be replaced it should read that any tree on the site plan that dies should be replaced.

Dave Hunnicut, representing Dave Keen and Karen Easton, said that the issue is back before the Board on a voluntary remand. Mr. Keen and Ms. Easton had

asked for time to resolve the issues and the Gorge Commission placed it on hold. Mr. Hunnicut said that it is a rare occurrence, but a settlement agreement was reached with the Friends of the Gorge at which time he filed with the Gorge Commission who agreed and remanded the case to the Board of County Commissioners. He closed by saying that he and his clients wholeheartedly agree with the staff report and are hopeful that the Board will see fit to approve the application.

Nathan Baker, representing the Friends of the Gorge, stated that they had initially opposed the application but are now in full support of the new site plan and staff report. He said that with the changes to the site plan, Friends of the Gorge believe that the development has been brought in line; they recommend approval.

Chair Runyon asked if there was any rebuttal testimony. Hearing none, he closed the record and the hearing and moved the Board into deliberations.

Commissioner Hege commended both parties on their successful efforts to reach an agreement, saying that he wishes more issues could be resolved through discussion and compromise.

**{{{Commissioner Hege moved to recommend approval of Planning Case PLASAR-11-10-0014 with the findings recommended by the planning staff in the staff report prepared for the December 4, 2013 public hearing. The following modification to the recommended condition of approval C.6 (Landscaping – Retain Existing Trees & Replacement) shall be made:**

**First Sentence: Maintenance of all trees identified on the revised site plan shall be required . . .**

**Second Sentence: Any trees identified on the revised site plan that are lost or removed for any reason shall be replaced . . . . “identified on the revised site plan” that are lost or removed**

**Chair Runyon seconded the motion which passed with affirmative votes from Chair Runyon and Commissioner Hege and a recusal from Commissioner Kramer.}}}**

Chair Runyon echoed Commissioner Hege's comments saying that he appreciates both parties' willingness to work together. In conclusion, Chair Runyon directed the Planning Department to mail a Notice of Decision advising

**Department Head – Planning Department**

the applicants, affected agencies, adjacent property owners, and those awardee party status of the decision. If no appeal is filed, the decision of the board shall be final.

Mr. Roberts pointed out that a code compliance issue had been removed from today's Board agenda. He explained that there had been an unresolved environmental health issue on a foreclosed property; penalties had accrued in the amount of \$9,000. This issue has been resolved and the penalty paid.

Mr. Roberts reported that the Brush Canyon Wind Proposal has been with EFSEC (Energy Facility Site Evaluation Council) and is moving through their process. He announced that this Monday the ability to comment on the proposal opens beginning with a meeting scheduled for 6:30 p.m. in Madras. He predicted that final appeals could happen as soon as January followed by a final order. He reminded the Board that they have been designated as a special advisory group. The draft order is over 400 pages long; Mr. Roberts will carefully review it this week. He noted that the majority of EFSEC's conditions are based on Wasco County's initial comments. This has been a three-year process. He invited members of the Board to join him for the meeting in Madras.

Chair Runyon asked Mr. Roberts for a brief update on the status of his department. Mr. Roberts said they are hoping for a lull in applications that might allow them to get caught up. He noted that this year has been filled with issues that predate him and most of his staff which have required more time to research and become familiar with the issues. They are looking forward to moving on with a planned project in 2014.

Mr. Roberts said that he was glad to be present for the earlier testimony regarding the recent music festival; as he has begun his research he has come to understand that a noise ordinance is a complex and challenging issue that will have to be dealt with carefully.

Chair Runyon encouraged Mr. Roberts to continue to meet with Board members individually as he works through the process. He asked Mr. Roberts how staffing

was working out. Mr. Roberts replied that it is going well; although the Codes Compliance Officer does not have the extra time to help with some of the planning, they have been able to have her work on some special projects. Chair Runyon asked the status of the Planning Department's relationship with MCCOG's Buildings Code Department. Mr. Roberts reported that communications issues with Buildings Codes predate his staff; there are no issues now and the two departments work well together.

Commissioner Hege asked how the hearing for the 7-Mile zoning went. Mr. Roberts reported that not as many turned out for the hearing as did for the Oct. 1<sup>st</sup> Open House. He said the Planning Commission discussions are on course and they have identified all the issues. They will be making a recommendation to the Board of County Commissioners. They have modified the original proposal and have expressed some apprehensions; the major concerns are regarding water.

Commissioner Hege asked what the County's involvement is with the composting plant. Mr. Roberts replied that there has been a push to find a location for them; very soon they will not have a home. However, there doesn't seem to be an appropriate location for them in Wasco County. In fact, it has been a challenge to locate them in the Mid-Columbia Gorge; industrial uses cannot be permitted in the Scenic Area. Outside the Scenic Area they will need class 6 or 7 soils and we have not been able to accommodate that need. They also need to be in an industrial area mostly because of the water they use.

Mr. Stone added that Hood River County is also interested in having the "dirt huggers" find a place but have not been able to identify a suitable location. Mr. Roberts added that even if a location were identified, it would take six months to a year.

Commissioner Hege noted that in Mr. Roberts' most recent report, he had predicted \$95,000 in collected fees for this year. Mr. Roberts stated that last year they had taken in approximately \$65,000 in fees and had targeted \$75,000 this year. Commissioner Hege stated that the cost of the Planning Department far exceeds their income from fees. Mr. Roberts said that they have four funding streams: fees, DLC, lottery funds and general funds. Commissioner Hege said that he wants the public to know that it is a heavily subsidized department and the fees they pay do not cover the costs to the County.

Chair Runyon announced that last night had been a retirement party for Don Huffman who had served for 20 years on the Planning Commission, most of them as Chair. He commended Mr. Huffman for his dedication in serving on a Commission that requires so much detail and faces so many challenges.

#### **Discussion List – Treasurer’s Report**

Chair Runyon asked if there were any questions regarding the Treasurer’s Report. There were none although Commissioner Hege noted that he appreciates seeing the comparative numbers of the previous month and previous year.

#### **Discussion List – Centennial Celebration**

Chair Runyon noted that the Centennial Celebration of the Wasco County Fair at Hunt Park is just 2 months before the Centennial Celebration of the Court House and he would like to see the two events connected in some way. Mr. Stone asked that the Board provide some direction on what they think would be appropriate for the Court House celebration. The Board agreed to give it their attention.

#### **Discussion List – January 2014 BOCC Meeting Schedule**

Chair Runyon pointed out that the first regularly scheduled BOCC meeting falls on New Year’s Day; the second meeting falls on January 15<sup>th</sup>. He asked the Board what their preference would be for rescheduling the first meeting.

**\*\*\*After a brief discussion, the Board was in consensus to ask Ms. White to bring a tentative agenda to them for the January meetings to the December 18<sup>th</sup> session. Following a review of that agenda, the Board will make a decision regarding the January, 2014 session schedule. \*\*\***

#### **Discussion List – Veterans Clinic Name Change Letter of Support**

Chair Runyon noted some minor changes to the letter regarding correcting the current name of the clinic and the numbers of Oregon Medal of Honor winners. Ms. White handed out hard copies of the corrected letter (attached) and noted that the letter would not go out until the Veterans Ad Hoc Committee was able to secure the correct address to send the letter. She asked for approval of the letter which she would send out as soon as the address became available.

**\*\*\*The Board was in consensus to provide the letter of support for the Veteran's Clinic name change as soon as an address is obtained. \*\*\***

**Discussion List - NOROR Budget Committee Appointment**

Ms. White explained that Chief Waterbury had declined the appointment to the NORCOR Budget Committee at this time unless we are able to provide him with specific dates for the meetings. She asked for direction from the Board.

Commissioner Hege stated that he thinks it is important to have someone from the City of The Dalles. Commissioner Kramer suggested that Kathy Goodman might be a good candidate for the appointment. The Board agreed to work on it individually and come back to the next meeting with direction.

**Consent Agenda – Minutes and Appointments**

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

**Discussion List – Household Hazardous Waste Committee**

Commissioner Kramer stated that the Tri-County Household Hazardous Wasted Steering Committee had approached the County to continue to act as lead agency. Lead Agency applications were submitted and the Committee selected Wasco County. Commissioner Kramer proposed that a letter of acceptance of that position be provided to the Committee.

Chair Runyon asked Mr. Stone for his input. Mr. Stone said this is a process that has been worked through for some time. He said that while he does not have a personal preference, he pointed out that Wasco County imposes the fees for the program and therefore it is logical for Wasco County to remain the lead. He noted that the fees are dedicated funds.

Chair Runyon asked if other partners had been consulted. Mr. Stone replied that he and Commissioner Kramer had met with Hood River yesterday and they are also in support of Wasco County remaining the lead.

Commissioner Kramer stated that the Committee meets on December 11<sup>th</sup> to update the bylaws and complete a draft of the IGA. Should the Board accept the position as lead agency, Commissioner Kramer, being the Board's representative on the Committee, will act as Chair of the Committee. He said that the draft IGA will be presented to the Board for approval and the Committee will move forward with the program.



Commissioner Hege commented that he likes the idea of Commissioner Kramer acting as Chair of the Committee but noted that the Committee's meeting date conflicts with the Board's meeting schedule. Commissioner Kramer replied that the Committee will be addressing that.

Commissioner Hege asked if staffing changes will occur as a result of the Wasco County continuing as Lead Agency. Commissioner Kramer replied that Mr. Skakel will be moved to the County, possibly housed at Planning and overseen by Mr. Roberts. Commissioner Hege asked if Mr. Roberts would be able to take on that additional duty. Mr. Stone replied that the only oversight really necessary would be budget; Commissioner Kramer would be providing oversight for the program.

**{{{Commissioner Kramer moved for the Board to provide a letter of acceptance to act as Lead Agency for the Tri-County Household Hazardous Waste Steering Committee. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon called a recess at 10:50 a.m.

The session reconvened at 10:57 a.m.

<b>Agenda Item – Home at Last Proposal</b>
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Home at Last Executive Director Kris Boler reviewed some of the HAL accomplishments over the last year, providing the Board with a list (attached). She briefly outlined their funding saying that they have been able to place some money in reserve for capital improvements. The City of The Dalles pays \$1,125 per month which entitles them to a certain number of spaces in the shelter before incurring additional fees.

Ms. Boler stated that she is here today to officially request that Wasco County deed the Home at Last property to the Home at Last organization with a reversionary clause. She pointed out that the financial support from the County has dwindled to zero. She explained that owning the property will make it easier for them to obtain grants.

Chair Runyon noted that some of the land is owned by the Port of The Dalles and asked how that would work were the County to give HAL the County-owned property. Ms. Boler replied that they have had some positive discussions with the Port. Ms. Boler introduced Diana Bailey, interim President of the HAL Board, Kathy Norton, HAL Secretary and John Hutchison, HAL Board member. Sheldon Vincent, and HAL volunteer, extended an invitation to the Board to come out to the shelter to observe the work they do.

Chair Runyon asked if Ms. Boler had any letters from grantors referencing their reluctance to grant funds to HAL due to their status as renters. Ms. Boler responded that she has spoken with grantors who have indicated as much. Commissioner Kramer asked if the grantors make any reference to a long-term lease. Ms. Boler replied that she has asked that and grantors have indicated their willingness to support that but it would not have the same impact as ownership.

Chair Runyon pointed out that this is an initial presentation; he would like to research with County staff to explore the implications to the County.

Ms. Bailey said that no matter how long the lease is, if it has a 90 notice to vacate clause then it is basically a 90 day lease. She added that 90 days would not be enough time for them to relocate all the animals in their care. Commissioner Kramer said that would be an issue to negotiate as they move through this process.

Mr. Stone observed that even though the County no longer provides a cash contribution; he wants the public to know that HAL has free use of the facility and the County gave the licensing program to HAL to help them generate revenue – the support and partnership is still there. Ms. Boler agreed saying that it has been a wonderful partnership.

Commissioner Hege asked Ms. Boler to further explain HAL's relationship with the City of The Dalles. Ms. Boler said that HAL has a contract with the City and their animal control officer; HAL allots a certain amount of kennel space for the City. If there is a bite-hold, the City pays a daily fee. Commissioner Hege asked about the County arrangement. Ms. Boler replied that HAL takes in strays for all of Wasco County; it is free to the County in exchange for the building. Commissioner Hege asked if that would continue in perpetuity even if the County deeded the property to HAL. Ms. Boler replied that it would.

Commissioner Hege asked Ms. Boler if she understands that any arrangement would not include the revenue from the cell tower located on the property. Ms. Boler replied that she understands. Commissioner Hege noted that it might be better to just partition that section of the property and retain County ownership.

Commissioner Hege stated that the list of HAL accomplishments is very impressive; the organization seems to have stabilized and moved to a self-sustaining model. He said he is proud of the work that has been and is being done there.

Mr. Hutchison said that he senses the Board would be more comfortable with written evidence of the need for ownership when applying for grants. Chair Runyon replied that this is public land and he wants the public to have as much verifiable information as possible when these decisions are being made.

<b>Agenda Item – Community Corrections Agreements</b>
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Community Corrections Director Robert Martin explained that IGA #4880 is a grant from the State of Oregon that is used to treat the needs of those arrested under measure 57. The IGA is required in order to obtain the funding. Community Corrections uses the money to contract with Cross Roads Counseling to provide services; that contract is the second Community Corrections agreement being considered by the Board today.

Commissioner Hege noted that the contract for Level II counseling follows the calendar year. Mr. Martin replied that each year the remaining grant funds are carried into the new fiscal year to pay for the final half of the calendar year agreement. He explained that everything is running behind this year; the current contract has expired but they are still operating under its precepts until a new contract is signed.

Chair Runyon asked if the IGA with the State is the same from year to year. Mr. Martin replied that it fluctuates based on capita. The allotment per capita is the same, but Wasco County's cases have increased so the total dollar amount is greater.

Commissioner Hege asked if Community Corrections has explored using Center for Living for this work. Mr. Martin explained that they would not be able to get the services for the amount of money they have to work with. He stated that Center for Living's rates are astronomically higher than what he pays for the

same services. He said there are other concerns which he has brought to the attention of Center for Living's Executive Director Barb Seatter; she has agreed to address some of the issues but he has not heard back from her. He stated that they are getting a good value for the dollar and have an excellent relationship with Anne Webber at Cross Roads Counseling – they are very responsive.

Commissioner Hege noted that the payment is for up to 7 client slots and asked if Community Corrections tracks that. Mr. Martin responded that he does track it carefully; there is a short waiting list and last year their weekly average for clients in the program was 6.5.

**{{{Commissioner Kramer moved to approve Intergovernmental Agreement #4880 between the State of Oregon and Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}}**

**{{{Commissioner Kramer moved to approve the Level II Substance Abuse Treatment Program Contract Agreement between Wasco County Community Corrections and Anne Webber of Crossroads Counseling for providing substance abuse treatment services to Wasco County Community Corrections high and medium risk Community Corrections clients. Commissioner Hege seconded the motion which passed unanimously.}}}**

<b>Agenda Item – Budget Adjustments</b>
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Finance Manager Monica Morris stated that the first budget adjustment is for IGA #4880 which is a contract just reviewed by Mr. Martin. She noted that the increase in funding was more than could be absorbed into their budget without an adjustment.

**{{{Commissioner Hege moved to approve Resolution #13-122 in the matter of accepting and appropriating unanticipated State of Oregon M57 Grant Funds in the amount of \$8,878 for the 2013-2014 fiscal year. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Ms. Morris explained that the second budget adjustment is for the Veterans Outreach grant intended to fund efforts to reach out and provide more veterans with services. To do that, the Veterans Service Office wants to extend the hours of their intake officer; adding four hours each week for outreach activities. She

stated that the grant is for 2 years, \$5,000 each year. The Veteran's Service Officer intends to review progress at the end of the first year and make any necessary course adjustments to meet their goals.

**{{{Commissioner Kramer moved to approve Resolution #13-123 in the matter of accepting and appropriating unanticipated State extended Outreach Grant funds in the amount of \$10,000 for the 2013-2014 Fiscal Year. Commissioner Hege seconded the motion which passed unanimously.}}}**

Ms. Morris stated that the third adjustment was for the CAMI Grant which had been presented earlier in the session. She said the adjustment is for an unanticipated increase in the amount of the grant.

**{{{Commissioner Hege moved to approve Resolution #13-124 in the matter of accepting and appropriating unanticipated additional Child Abuse and Multidisciplinary Intervention Grant Funds in the amount of \$7,241 for the 2013-2014 Fiscal Year. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Ms. Morris said that the final adjustment is for the Homeland Security Grant. Emergency Manager Kristy Beachamp reported that the funds would be used to purchase communications equipment for rural fire districts as well as Mid-Columbia Fire & Rescue which will complete the County's 2006 Communication Plan. In addition, mobile repeaters will be installed in the north and south ends of the County. The County will make the purchases and farm the equipment out to the various fire districts.

Commissioner Hege asked what accountability the various districts have in regards to the equipment. Ms. Beachamp replied that they are responsible for maintenance and repair and must account for the equipment on an annual basis. Ms. Morris added that at the end of the fiscal year, the equipment will not show as a capital outlay item but will go into inventory.

Mr. Stone asked Ms. Beachamp to confirm district insurance for the equipment.

**{{{Commissioner Kramer moved to approve Resolution #13-125 in the matter of accepting and appropriating unanticipated State Homeland**

**Security Program Grant funds in the amount of \$96,122 in the 2013-2014 fiscal year. Commissioner Hege seconded the motion which passed unanimously.}}**

Chair Runyon asked Ms. Beachamp to talk about the increased risk of flooding this year. Ms. Beachamp explained that the summer fires had compromised the land and created an estimated 80% increased risk of flooding especially along Mill Creek. She is working with community partners to help increase public awareness and encourage homeowners to take proper precautions.

Ms. Morris stated that she has a purchase order that meets the exemption requirements and is seeking Board approval for the purchase. The order is for the installation of a new engine in one of the County's road graders. It qualifies due to the fact that service could not be determined without dismantling.

Chair Runyon observed that the order was already in his queue. Ms. Morris stated that she had not wanted to hold up the work; she knew that it met the criteria for exemption. Commissioner Hege asked if it is one of the graders purchased from Lane County last year. Public Works Director Marty Matherly replied that it is not.

**{{{Commissioner Hege moved to approve the exemption for the purchase order to install a new engine in a County road grader. Commissioner Kramer seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Vehicle Purchases**

Chief Deputy Lane Magill joined the session by phone and explained that he is seeking final approval for the purchase of three vehicles approved for purchase by the vehicle committee. He stated that requests for bid had been sent out to three dealerships, two in Portland and one in The Dalles. He said that although the dealership in The Dalles quoted a slightly higher price, the cost of overtime to have deputies pick up the cars from Portland made the local purchase from Shultens Motors the better price. In addition, having to take the vehicles to Portland for servicing would be an additional cost. He said that the purchase from Shultens is \$8,000 under budget.

Commissioner Hege noted that he had learned in a recent conversation with Chief Deputy Magill that the new vehicles would be more efficient to run. Chief

Deputy Magill agreed saying that they get 4-5 miles per gallon better mileage than the vehicles they replace. In addition, they are more usable by other departments as they roll down through the vehicle program.

**{{{Commissioner Hege moved to approve the vehicle purchase from Ray Shultens Motors as recommended by the Vehicle Committee. Commissioner Kramer seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Haven Agreements**

Youth Services Director Molly Rogers explained that the services provided through these contracts have been ongoing. Previously all the services had been covered by one contract but she has produced two contracts to separate the funding streams. The contracts cover one year of the biennium. The first contract is for in-home services and the second is for in-school education.

**{{{Commissioner Hege moved to approve the Funding Agreement between Wasco County and Haven for programs resulting in stable and safe homes. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Kramer moved to approve the Funding Agreement between Wasco County and Haven to provide education resulting in positive social skills and behaviors for County teens. Commissioner Hege seconded the motion which passed unanimously.}}}**

Ms. Rogers said she would like to connect with Commissioner Hege and Mr. Stone before attending the CCO meeting this evening. She would like to discuss the possibility of housing the CCO representative in Wasco County. She invited the Board members and Mr. Stone to attend the CCO meeting.

#### **Agenda Item – SRS Funding**

Ms. White reviewed the memo (included in packet) outlining the necessary steps for SRS funding.

**{{{Commissioner Hege moved to accept the estimated Secure Rural Schools payment for the 2013 fiscal year. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to allocate 15% of the Secure Rural Schools funding to Title II and/or Title III Projects. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Arthur Smith, Wasco County's representative to the Hood/Willamette RAC, encouraged the Board to allocate all 15% of the Title II/Title III funds to Title II programs through the RAC. He stated that the money allocated to the RAC all gets spent in Wasco County, adding that there are more than enough projects to use all the funding citing noxious weed control as a high priority project.

Ms. Morris stated that the Title III search and rescue fund currently has a balance of approximately \$100,000.

Ms. Rogers said that in the past her department has received some Title II funding through the RAC and she has talked to Chief Deputy Magill who might be interested in applying with her as a partner for Title II funding.

Ms. Morris added that last year the County had three Title III search and rescues which cost in total approximately \$15,000 which she said is about average barring a massive search and rescue effort. She said \$100,000 is a healthy amount.

Public Works Director Marty Matherly encouraged as high an allocation to Title II as possible saying that the funding would be put to good use.

Commissioner Kramer said they have to assume this will be the last SRS funding.

Commissioner Hege agreed saying that while we cannot know if this will be the last, we have to assume that it is. He pointed out that the Title III funds act as a bank account to offset actual expenditures from the General Fund. He said he does not want to depreciate the value of Title II dollars, but some of that money can be regained. He pointed out that the County will continue to see the need for search and rescue efforts each year. He advocated to allocate the maximum allowable 7% into Title III Search and Rescue. He acknowledged that that would reduce the RAC's opportunity to do their work and said he was open to negotiate the amount of the allocations.



Commissioner Kramer stated that he also wants to see some money go into Title III for search and rescue and proposed that 5% be allocated to Title III and 10% to Title II for projects through the Hood/Willamette RAC. Commissioner Hege responded that that seemed like a fair compromise.

**{{{Commissioner Kramer moved to allocate 10% of the Secure Rural Schools funding for fiscal year 2013 to Title II projects through the Hood/Willamette RAC and 5% to Title III Search and Rescue projects, for a total of 15% of the funding. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon reminded the Board that the retirement celebration for Ruby Mason, Director of the Mid-Columbia Housing Authority, is being held tonight at 5 p.m. He also urged the Board to be thinking about the centennial celebrations taking place in 2014.

Chair Runyon adjourned the session at 12:30 p.m.

### **Summary of Actions**

#### **Motions Passed**

- **To recommend approval of Planning Case PLASAR-11-10-0014 with the findings recommended by the planning staff in the staff report prepared for the December 4, 2013 public hearing. The following modification to the recommended condition of approval C.6 (Landscaping – Retain Existing Trees & Replacement) shall be made:**

**First Sentence: Maintenance of all trees identified on the revised site plan shall be required . . .**

**Second Sentence: Any trees identified on the revised site plan that are lost or removed for any reason shall be replaced . . . “identified on the revised site plan” that are lost or removed**

- **To approve the Consent Agenda:**
  - **11.22.2013 Regular Session Minutes**
  - **Mosier Watershed Council appointments**
    - **Kristen McNall**
    - **Bryce Molesworth**
  - **Board Appointments**
    - **Commissioner Hege to Hospital Facility Authority Board of Directors, MCCOG Board of Directors and Wildland Urban Interface Classification Committee.**
    - **Commissioner Runyon reappointed to the MCCOG Board of Directors and the MCEDD Board of Directors**
    - **Commissioner Kramer to the North Central Public Health District Board of Health.**
- **To provide a letter of acceptance to act as Lead Agency for the Tri-County Household Hazardous Waste Steering Committee.**
- **To approve Intergovernmental Agreement #4880 between the State of Oregon and Wasco County.**
- **To approve the Level II Substance Abuse Treatment Program Contract Agreement between Wasco County Community Corrections and Anne Webber of Crossroads Counseling for providing substance abuse treatment services to Wasco County Community Corrections high and medium risk Community Corrections clients.**
- **To approve Resolution #13-122 in the matter of accepting and appropriating unanticipated State of Oregon M57 Grant Funds in the amount of \$8,878 for the 2013-2014 fiscal year.**
- **To approve Resolution #13-123 in the matter of accepting and appropriating unanticipated State extended Outreach Grant funds in the amount of \$10,000 for the 2013-2014 Fiscal Year.**

- **To approve Resolution #13-124 in the matter of accepting and appropriating unanticipated additional Child Abuse and Multidisciplinary Intervention Grant Funds in the amount of \$7,241 for the 2013-2014 Fiscal Year.**
- **To approve Resolution #13-125 in the matter of accepting and appropriating unanticipated State Homeland Security Program Grant funds in the amount of \$96,122 in the 2013-2014 fiscal year.**
- **To approve the exemption for the purchase order to install a new engine in a County road grader.**
- **To approve the vehicle purchase from Ray Shultens Motors as recommended by the Vehicle Committee.**
- **To approve the Funding Agreement between Wasco County and Haven for programs resulting in stable and safe homes.**
- **To approve the Funding Agreement between Wasco County and Haven to provide education resulting in positive social skills and behaviors for County teens.**
- **To accept the estimated Secure Rural Schools payment for the 2013 fiscal year.**
- **To allocate 15% of the Secure Rural Schools funding to Title II and/or Title III Projects.**
- **To allocate 10% of the Secure Rural Schools funding for fiscal year 2013 to Title II projects through the Hood/Willamette RAC and 5% to Title III Search and Rescue projects, for a total of 15% of the funding.**

#### **Consensus**

- **To ask Ms. White to bring a tentative agenda to them for the January meetings to the December 18<sup>th</sup> session. Following a review of that**

**agenda, the Board will make a decision regarding the January, 2014 session schedule.**

- **To provide the letter of support for the Veteran's Clinic name change as soon as an address is obtained.**

WASCO COUNTY BOARD  
OF COMMISSIONERS

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

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

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

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 4, 2013**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

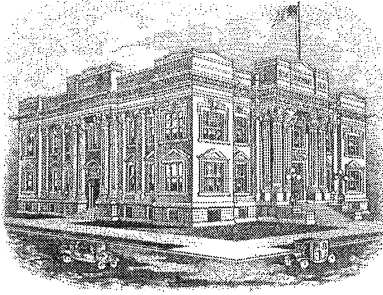
1. [CAMI Grant](#) – Leslie Wolf
2. [Treasurer's Report](#)
3. [Centennial Celebration](#)
4. [January BOCC Meeting](#)
5. [Veteran's Clinic letter of Support](#) – Tyler Stone

**Discussion Item**  
**CAMI Grant**

- [Grant](#)

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

- [October 2013 Report](#)
- [November 2013 Report](#)
- [November 2012 Report](#)



# WASCO COUNTY

Finance Department

**Treasury**  
Chad Krause  
Treasurer

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

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%

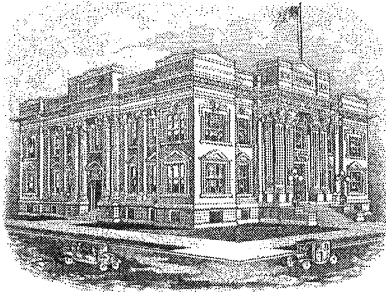
Funds on deposit in the Local Government Investment Pool:

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

November 12, 2013

TO: Wasco County Board of Commissioners

FROM: Chad Krause, Wasco County Treasurer

RE: Monthly Financial Statement

As of November 1, 2013, Wasco County had cash on hand of **\$18,918,719.98**

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

\$ 3,163,843.62

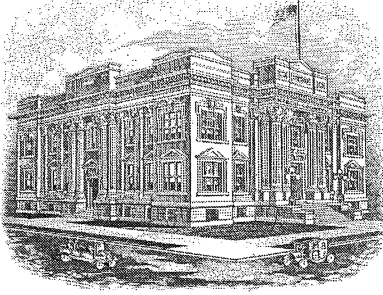
Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 15,754,876.36

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

Total outstanding checks of Wasco County: \$29,503.78



# 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

November 10, 2012

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

As of November 1, 2012, Wasco County had cash on hand of **\$20,511,522.31**

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

\$ 6,748,346.08

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

Funds on deposit in the Local Government Investment Pool:

\$ 13,763,176.23

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

Total outstanding warrant indebtedness of Wasco County: \$30,637.68

**Discussion Item**  
**Centennial Celebration**

- [Memo of Explanation](#)
- [Brief History](#)
- [Acquisition and Construction](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** COURT HOUSE CENTENNIAL CELEBRATION  
**DATE:** 11/26/2013

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**BACKGROUND INFORMATION**

In August of this year a county staff member pointed out that the Court House Centennial Celebration is in 2014 and inquired about plans to mark the occasion - documents included in the Board Packet provide some history and context. The purpose of today's discussion is to set a direction – does the Board want to have a celebration of some kind? If so, what does that look like?

## Brief History of Wasco County Court House

**R**EALIZING the inadequacy of "The Old Court House", and the absolute insecurity and unsanitary conditions of "The County Jail", the County Court, by and with the consent of the Tax Payers, the recommendation of numerous Grand Juries, and the best of legal advice, in the latter part of 1911, determined to build and fully equip a strictly modern reenforced concrete Court House and Jail.

Plans were called for, and after a careful consideration of the different types of such buildings throughout the state, those of Architect C. J. Crandall, on "The Roman Corinthian Order" were accepted, bids to construct such an edifice asked for, contracts awarded, and work commenced on First Day of May, 1912.

All preliminary preparation, purchase of site, and completion of first contracts were under the supervision of A. E. Lake, County Judge, together with County Commissioners C. H. Stoughton, and H. C. Rooper, and their Legal Advisor, Fred W. Wilson, then District Attorney for "Seventh Judicial District", Comprising Crook, Wasco, and Hood River Counties; Honorable W. L. Bradshaw being Circuit Judge of the same District. The work was later carried to completion by the new County Court, composed of F. S. Gunning, County Judge, with H. C. Rooper, and F. C. Clausen, Commissioners; W. A. Bell, the newly elected District Attorney, being their legal advisor.

The structure was completed, fully equipped, occupied and formally opened to the public on the Third Day of October 1914, the entire costs being as follows:—Grounds, corner 5th. and Washington Streets, \$8,000.00; Building and accessories, \$159,000.00; Pauly Jail and equipment, \$8,955.00; Furniture and furnishings, \$12,645.00, or a sum total of \$188,600.00, and be it said to the credit of all concerned, as well as to that of every citizen of Wasco County, that it was every dollar fully satisfied and paid at time of completion.



#### Purchase Baptist Church Land

In the meantime, the county court purchased the land at Fifth and Washington Streets where the First Baptist Church was located. The Rev. O. D. Taylor was pastor. The purchase in Block 9 of Dalles City was made as follows: South  $\frac{1}{2}$  of Lots 6 and 7 from Alma Taylor for \$3,150;<sup>162</sup> North  $\frac{1}{2}$  of Lots 6 and 7 from Sarah Taylor for \$2,600;<sup>163</sup> East 8' from Anna F. Taylor of Lot 8 for \$250; 164 and Lot 8 from L. L. Lane for \$2,000.<sup>165</sup> Total purchase price of the land was \$8,000.

The Wasco County Court - A. E. Lake, Judge; H. C. Rooper and C. H. Stoughton, Commissioners - initiated first action on a new court house building on May 1, 1912:

It appears to the Court that the present court house is inadequate in that the building is too small so that the different offices in the building do not afford proper and needed working room, that the vault containing the records of W.C. is now full and crowded so that records of inestimable value are necessarily kept in the different offices without any protection from fire or theft any more than is afforded in any common brick or wooden building; that the jail is too small and is unsafe and unsanitary and has been condemned repeatedly by various grand juries during the last four years; and it further appears to the Court, after a full and complete investigation that the present Courthouse is so constructed as to make it impossible to improve the same and achieve any satisfactory results with reference to economy, safety and appearance. This Court has fully considered all phases of the question for more than a year and has finally come to the conclusion . . . that such a Courthouse can be obtained by building a reinforced concrete structure, eliminating as far as possible all wood and inflammable material; that such a building, commodious, ample and imposing in appearance, such as will meet the needs of W.C. for generations to come can be built for a sum not to exceed \$150,000 . . . and the court being fully advised in the premises and being ready at this time, to take action upon the matter now before it for consideration, and the plans heretofore prepared by Architect C. J. Crandall having been examined by the court and adopted and approved . . . the County Court of Wasco County . . . are authorized and directed to enter into a contract with S. N. Arnold for the sum

of \$41,764 to begin and complete all the foundation, excavation, and the erection and construction of a reinforced concrete post, walls, roof, vaults, floors . . . and that said building shall be erected upon Lots six (6) seven (7) and eight (8) in Block nine (9) in Dalles City proper in Wasco County, Oregon.<sup>166</sup>

The county entered into other contract agreements for the completion of the building. A. A. Lambert was successful low bidder for the completion of the exterior of the building on April 2, 1913, for \$53,887.<sup>167</sup> On February 4, 1914, three bids were awarded: the G. H. Sutherland Company of Walla Walla, Washington, for heating and ventilation - \$5,944; the Pauly Jail Building Co. of St. Louis, Missouri, for jail and jail work - \$8,955;<sup>168</sup> and the Boyajohn-Arnold Co. for interior finish - \$37,944.

Total Cost Was \$188,600

All preliminary preparation, purchase of site, and completion of first contracts were under the supervision of A. E. Lake, Judge and C. H. Stoughton and H. C. Rooper, Commissioners, and their legal advisors, Fred W. Wilson, District Attorney, and W. L. Bradshaw, Circuit Judge. The work was later completed by the new county court, F. S. Gunning, Judge, H. C. Rooper and F. C. Clausen, Commissioners, and W. A. Bell, District Attorney and legal advisor. The structure was completed, fully equipped, occupied and formally opened to the public on October 3, 1914. The total price of the land, building and furnishings was \$188,600. At the present time there is a large framed picture in the East Entry to the Wasco County Court House that exhibits the building, county officials of 1912-1914 and a brief history of the third court house.

To provide more room for the growing staff of Wasco County and its many departments and services the county court - James Hunt, Judge, Walter Carte and O. W. Kortge, Commissioners - purchased the old Dalles General Hospital and Nurses Home and land for \$40,000 on January 29, 1958.<sup>169</sup>

#### Many Services Provided

In addition to the regular governmental needs of Wasco County, the county court also administers to the operation of other services including an inter-state bridge, nursing home, two refuse pits, a cemetery, and two public parks.

Wasco County Judge, O. W. "Bill" Kortge, outlined future building plans in a personal interview on January 30, 1970. Judge Kortge stated that during the past six or seven years, the county court has made plans to construct a new two-story



**Discussion Item**  
**January BOCC Meeting**

- [Memo](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** SCHEDULE OF MEETINGS IN JANUARY 2014  
**DATE:** 11/26/2013

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BACKGROUND INFORMATION

The first Wednesday of January 2014 falls on New Year's Day. Will the Board be cancelling or rescheduling that meeting?



**Discussion Item**  
**Veteran's Clinic Letter of Support**

- [Memo of Explanation](#)
- [Veterans Ad Hoc letter to VSAC](#)
- [Loren Kaufman Award Notes](#)
- [Letter of Support](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** LETTER OF SUPPORT FOR VETERAN MEDICAL CLINIC NAME CHANGE  
**DATE:** 11/26/2013

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**BACKGROUND INFORMATION**

On October 9, 2013, the Veteran's Ad Hoc Committee submitted a request to the Wasco County Advisory Committee to have the name of the local Community Based Outpatient Clinic for Veterans be changed to Loren R. Kaufman Memorial Veteran Clinic Medical Clinic in honor of a local veteran who was posthumously awarded the Congressional Medal of Honor. The VSAC is asking for a letter of support from the Board.

October 9, 2013

RE: Community Based Outpatient Clinic (Veteran Medical Clinic) in The Dalles, Oregon—name change request

To: Wasco County Advisory Committee and Chairperson, Donna Lawrence, in The Dalles, Oregon

The Veteran Ad Hoc Committee of the Mid-Columbia Veteran Memorial Committee, Inc. approved a motion at their meeting of September 9, 2013 to request that the name of the Community Based Outpatient Clinic (Veteran Medical Clinic) located at 704 Veterans Dr., The Dalles, Oregon, be changed to: Loren R. Kaufman Memorial Veteran Medical Clinic.

We wish to honor Loren R. Kaufman as he was a local man that served in the Korean War. He was posthumously awarded the Congressional Medal of Honor for "acts of valor above and beyond the call of duty."

We hope that you will approve our request.

Sincerely,

*Lester D. Cochenour*  
Les Cochenour, President

Veteran Ad Hoc Committee

319 W. 20<sup>th</sup> St.

The Dalles, OR 97058

Sincerely,

*Gwen Schatz*  
Gwen Schatz, Secretary

P. O. Box 1091

The Dalles, OR 97058



## Loren R. Kaufman

Date of birth: July 27, 1923  
Date of death: February 10, 1951  
Burial location: Portland, Oregon  
Place of Birth: Oregon, The Dalles  
Home of record: The Dalles Oregon  
Status: KIA

Loren Kaufman enlisted in the Army one week after Pearl Harbor, and spent three years in combat during World War II, fighting with the famed 3d Infantry Division in North Africa, Sicily, Italy and France.

### AWARDS AND CITATIONS



#### Medal of Honor

[See more recipients of this award](#)

*Awarded for actions during the [Korean War](#)*

The President of the United States of America, in the name of Congress, takes pride in presenting the Medal of Honor (Posthumously) to Sergeant First Class Loren R. Kaufman (ASN: 19005070), United States Army, for conspicuous gallantry and intrepidity above and beyond the call of while serving with Company G, 9th Infantry Regiment, 2d Infantry Division, in action against enemy aggressor forces at Yongsan, Korea, on September 04 & 5, 1950. On the night of 4 September the company was in a defensive position on two adjoining hills. Sergeant First Class Kaufman's platoon was occupying a strong point two miles away protecting the battalion flank. Early on 5 September the company was attacked by an enemy battalion and his platoon was ordered to reinforce the company. As his unit moved along a ridge it encountered a hostile encircling force. Sergeant First Class Kaufman, running forward, bayoneted the lead scout and engaged the column in a rifle and grenade assault. His quick Vicious attack so surprised the enemy that they retreated in confusion. When his platoon joined the company he discovered that the enemy had taken commanding ground and pinned the company down in a draw. Without hesitation Sergeant First Class Kaufman charged the enemy lines firing his rifle and throwing grenades. During the action, he bayoneted two enemy and seizing an unmanned machinegun, delivered deadly fire on the defenders. Following this encounter the company regrouped and resumed the attack. Leading the assault he reached the ridge, destroyed a hostile machinegun position, and routed the remaining enemy. Pursuing the hostile troops he bayoneted two more and then rushed a mortar position shooting the gunners. Remnants of the enemy fled to a village and Sergeant First Class Kaufman led a patrol into the town, dispersed them, and burned the buildings. The dauntless courage and resolute intrepid leadership of Sergeant First Class Kaufman were directly responsible for the success of his company in regaining its positions, reflecting distinct credit upon himself and upholding the esteemed traditions of the military service.

**General Orders:** Department of the Army, General Orders No. 61 (August 2, 1951)

**Action Date:** September 04 & 5, 1950

**Service:** [Army](#)

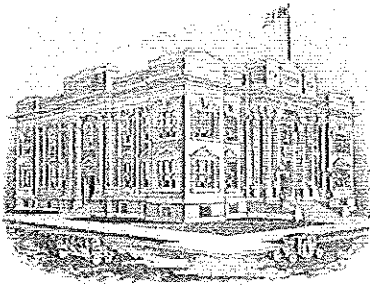
**Rank:** Sergeant First Class

**Company:** Company G

**Regiment:** 9th Infantry Regiment

**Division:** 2d Infantry Division

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# WASCO COUNTY

## *Board of County Commissioners*

511 Washington Street, Suite 302  
The Dalles, Oregon 97058-2237  
(541) 506-2520  
Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*  
Scott Hege, *County Commissioner*  
Steve Kramer, *County Commissioner*

December 4, 2013

To Whom It May Concern

The Dalles Outreach Clinic operates to serve the needs of Columbia Gorge Veterans and it is appropriate that it be christened with a name that honors those men and women. Loren R. Kaufman, born in The Dalles, Oregon, gave his life in the service of his country and is the only Medal of Honor recipient from Oregon; it is appropriate that a clinic serving local veterans bear his name. Therefore, the Wasco County Board of Commissioners is in support of changing the name of The Dalles Outreach Clinic to the Loren R. Kaufman Memorial Veteran Medical Clinic.

Respectfully,

The Wasco County  
Board of Commissioners

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steve D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 4, 2013**

**CONSENT AGENDA**

1. [Minutes – 11.22.2013 Regular Session](#)
2. [Mosier Watershed Appointments](#)
3. [Board Appointments](#)

**Consent Agenda Item  
Minutes**

- [11.22.2013 Special Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS  
SPECIAL SESSION  
NOVEMBER 22, 2013

PRESENT: Rod Runyon, Commission Chair – By Phone  
Scott Hege, County Commissioner – By Phone  
Steve Kramer, County Commissioner  
Kathy White, Executive Assistant

At 2:02 p.m. Chair Runyon opened the Special Session of the Board of Commissioners.

**Discussion Item – Tri-County Hazardous Waste Steering Committee Letter**

Commissioner Kramer reported that further discussions with community partners would be taking place and advised that the letter should wait until those discussions had concluded.

**\*\*\*The Board was in consensus to postpone approval of the Tri-County Hazardous Waste Steering Committee Letter.\*\*\***

**Consent Agenda – 11.13.2013 Regular Session Minutes**

Chair Runyon noted that on page 16 of the minutes the discussion regarding a bond measure to support the Veterans Service Office did not correspond with his memory of the dialog. He asked that Ms. White review the recording to verify the passage and make any necessary adjustments to more correctly reflect the conversation.

**{{{Chair Runyon moved to approve the consent agenda with noted corrections to the minutes. Commissioner Kramer seconded the motion which passed unanimously.}}}**



**Agenda Item – Grant Appropriations**

North Wasco County School District 21 IGA

Youth Services Director Molly Rogers explained that she had presented this grant at the last Commission meeting however the Board had not acted on it because the accept and appropriate documents for the grant were still pending.

**{{{Commissioner Kramer moved to approve Resolution #13-121 accepting and appropriating unanticipated State of Oregon Continuity of Services funds in the amount of \$19,600 for the 2013-2014 fiscal year. Commissioner Hege seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve the North Wasco County School District 21 IGA. Commissioner Kramer seconded the motion which passed unanimously.}}}**

DUII Grant

**{{{Following brief discussion regarding the DUII Grant appropriation, Commissioner Kramer moved to approve Resolution #13-120 accepting and appropriating unanticipated State of Oregon OSSA Grant funds in the amount of \$6,000 for the 2013-2014 fiscal year. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon adjourned the session at 2:11 p.m.

**Summary of Actions**

**Motions Passed**

- To approve the consent agenda with noted corrections to the minutes.
- To approve Resolution #13-121 accepting and appropriating unanticipated State of Oregon Continuity of Services funds in the amount of \$19,600 for the 2013-2014 fiscal year.

- **To approve the North Wasco County School District 21 IGA.**
- **To approve Resolution #13-120 accepting and appropriating unanticipated State of Oregon OSSA Grant funds in the amount of \$6,000 for the 2013-2014 fiscal year.**

**Consensus**

- **To postpone approval of the Tri-County Hazardous Waste Steering Committee Letter To serve as Grand Marshalls for the 2014 Wasco County Fair.**

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

**Consent Agenda Item**  
**Mosier Watershed Appointments**

- [Introductory Email](#)
- [Order #13-158 Appointing Kristen McNall](#)
- [Order #13-159 Appointing Bryce Molesworth](#)



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

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## Appointments

9 messages

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

Tue, Aug 6, 2013 at 9:48 AM

To: Anna Buckley <Anna.Buckley@oacd.org>

Good Morning, Anna-

Thought I would check in to see if there has been any progress toward the appointments for the remaining Watershed Councils.

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

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**Buckley, Anna - NRCS - The Dalles, OR** <Anna.Buckley@or.nacdnet.net>

Tue, Aug 6, 2013 at 4:15 PM

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

Hi Kathy –I'll be meeting with the White River WC on September 24<sup>th</sup> to get approval from the board on the proposed appointment list and will email you the list shortly after that.

The Bakeoven/Buck Hollow watershed is pretty much inactive at this point, so no need to make appointments. I'll let you know if that changes in the future.

The Mosier WC's by-law's are set up to allow any body living in the watershed to be a member but the executive board consists of two co-chairs:

Kristen McNall, co-chair

[REDACTED]

[REDACTED]

Issac (Peter) Kinsey, co-chair

[REDACTED]  
[REDACTED]

Thanks for your persistence !

Anna

Anna Buckley

Wasco Area Watershed Councils Coordinator

Wasco County Soil and Water Conservation District

2325 River Road, Suite 3

The Dalles, OR 97058

(541)296-6178 x119

[anna.buckley@or.nacdnet.net](mailto:anna.buckley@or.nacdnet.net)

**From:** Kathy White [mailto:[kathyw@co.wasco.or.us](mailto:kathyw@co.wasco.or.us)]

**Sent:** Tuesday, August 06, 2013 9:49 AM

**To:** Anna Buckley

**Subject:** Appointments

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**Kathy White** <[kathyw@co.wasco.or.us](mailto:kathyw@co.wasco.or.us)>

To: "Buckley, Anna - NRCS - The Dalles, OR" <[Anna.Buckley@or.nacdnet.net](mailto:Anna.Buckley@or.nacdnet.net)>

Wed, Oct 9, 2013 at 7:23 AM

**From:** Kathy White [mailto:[kathyw@co.wasco.or.us](mailto:kathyw@co.wasco.or.us)]  
**Sent:** Wednesday, October 09, 2013 7:24 AM  
**To:** Buckley, Anna - NRCS - The Dalles, OR  
**Subject:** Re: Appointments

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41K

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**Kathy White** <[kathyw@co.wasco.or.us](mailto:kathyw@co.wasco.or.us)>

Sat, Oct 26, 2013 at 7:25 PM

To: "Buckley, Anna - NRCS - The Dalles, OR" <[Anna.Buckley@or.nacdnet.net](mailto:Anna.Buckley@or.nacdnet.net)>

Thank you, Anna. I will get these before the Board and send you copies of the filed orders. :-)

-Kathy White

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**Kathy White** <[kathyw@co.wasco.or.us](mailto:kathyw@co.wasco.or.us)>

Tue, Nov 26, 2013 at 1:21 PM

To: "Buckley, Anna - NRCS - The Dalles, OR" <[Anna.Buckley@or.nacdnet.net](mailto:Anna.Buckley@or.nacdnet.net)>

Hi, Anna-

Can you tell me what the term should be for the co-chairs of the Mosier Watershed?

Thank you for your help.

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

On Tue, Aug 6, 2013 at 4:15 PM, Buckley, Anna - NRCS - The Dalles, OR <[Anna.Buckley@or.nacdnet.net](mailto:Anna.Buckley@or.nacdnet.net)>  
wrote:

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**Buckley, Anna - NRCS - The Dalles, OR** <Anna.Buckley@or.nacdnet.net>  
To: Kathy White <kathyw@co.wasco.or.us>

Mon, Dec 2, 2013 at 10:34 AM

How about alternating years ? We just had an election. Kris was re-elected and Bryce is newly elected.

December 2014

Kris McNall, co-chair

[REDACTED]

[REDACTED]

[REDACTED]

December 2015

Bryce Molesworth, co-chair

[REDACTED]

[REDACTED]

[REDACTED]

Anna Buckley

Wasco Area Watershed Councils Coordinator

Wasco County Soil and Water Conservation District

2325 River Road, Suite 3

The Dalles, OR 97058

(541)296-6178 x119

[anna.buckley@or.nacdnet.net](mailto:anna.buckley@or.nacdnet.net)

**From:** Kathy White [mailto:[kathyw@co.wasco.or.us](mailto:kathyw@co.wasco.or.us)]

**Sent:** Tuesday, November 26, 2013 1:22 PM

**To:** Buckley, Anna - NRCS - The Dalles, OR

**Subject:** Re: Appointments

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

Mon, Dec 2, 2013 at 11:01 AM

To: "Buckley, Anna - NRCS - The Dalles, OR" <Anna.Buckley@or.nacdn.net>

Thank you, Anna. I am a bit confused as the names you gave me earlier were for Kristen and Issac. Has Bryce taken Issac's place?

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

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**Buckley, Anna - NRCS - The Dalles, OR** <Anna.Buckley@or.nacdn.net>

Mon, Dec 2, 2013 at 11:30 AM

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

Yes, Issac resigned and Bryce took his place. Thanks for asking for clarification!

Thanks Kathy,

Anna

**From:** Kathy White [mailto:[kathyw@co.wasco.or.us](mailto:kathyw@co.wasco.or.us)]

**Sent:** Monday, December 02, 2013 11:01 AM

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

IN THE MATTER OF THE APPOINTMENT       )  
OF KRISTEN MC NALL TO THE MOSIER       )       ORDER  
WATERSHED COUNCIL                       )       #13-158

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Kristen McNall is willing and is qualified to be appointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kristen McNall be and hereby is appointed to Mosier Watershed Council for a term to expire on December 31, 2014.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Eric J. Nisley, District Attorney

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

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

IN THE MATTER OF THE APPOINTMENT     )  
OF BRYCE MOLESWORTH TO THE MOSIER )     ORDER  
WATERSHED COUNCIL                     )     #13-159

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Bryce Molesworth is willing and is qualified to be appointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bryce Molesworth  
be and hereby is appointed to Mosier Watershed Council for a term to expire on  
December 31, 2015.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Eric J. Nisley, District Attorney

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

## **Consent Agenda Item**

### **Board Appointments**

- [Background Memo](#)
- [Order #13-160 Appointing Scott Hege to Hospital Facility Authority Board of Directors](#)
- [Order #13-161 Reappointing Rod Runyon to MCCOG Board of Directors](#)
- [Order #13-162 Appointing Scott Hege to MCCOG Board of Directors](#)
- [Order #13-163 Appointing Steve Kramer to North Center Public Health Board of Directors](#)
- [Order #13-164 Reappointing Rod Runyon to MCEDD Board of Directors](#)
- [Order #13-165 Appointing Scott Hege to Wildland Urban Interface Classification Committee](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** BOARD APPOINTMENTS  
**DATE:** 11/27/2013

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**BACKGROUND INFORMATION**

At the 11.13.2013 session the Board discussed their upcoming expiring appointments:

- Chair Runyon agreed to continue his appointments to MCCOG and MCEDD.
- Commissioner Hege agreed to take former Commissioner Sherry Holliday's position on the Hospital Facility Authority Board of Directors.
- Commissioner Hege agreed to serve on the upcoming Wildland Urban Interface Classification Committee.
- Commissioners Hege and Kramer indicated the possibility of "trading" appointments and have since notified me that Commissioner Hege will fill Commissioner Kramer's expiring appointment to MCCOG and Commissioner Kramer will fill Commissioner Hege's expiring appointment to the North Center Public Health District Board of Health.

These appointments are a result of the decisions outlined above.

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

IN THE MATTER OF THE APPOINTMENT OF )  
SCOTT HEGE TO THE WASCO COUNTY ) ORDER  
HOSPITAL FACILITY AUTHORITY BOARD OF ) #13-160  
DIRECTORS. )

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

IT APPEARING TO THE BOARD: That Sherry Holliday's term on the Wasco County Hospital Facility Authority Board of Directors will expire on December 31, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Sherry Holliday is no longer serving on the Board of County Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That a County Commissioner is needed to fill the vacated position; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be appointed to the Wasco County Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby appointed to the Wasco County Hospital Facility Authority Board of Directors; said term to expire on December 31, 2016.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Eric J. Nisley, District Attorney

\_\_\_\_\_  
Steve D. Kramer, County Commissioner



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

IN THE MATTER OF THE REAPPOINTMENT OF     )  
ROD RUNYON TO THE MID-COLUMBIA COUNCIL    ) ORDER  
OF GOVERNMENTS BOARD OF DIRECTORS        ) #13-161

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

IT APPEARING TO THE BOARD: That Rod Runyon's term on the Wasco  
Mid-Columbia Council of Governments Board of Directors will expire on  
December 31, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Rod Runyon is willing  
and is qualified to be reappointed to the Mid-Columbia Council of Governments  
Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rod Runyon be and is hereby reappointed to the Mid-Columbia Council of Governments Board of Directors; said term to expire on December 31, 2015.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Eric J. Nisley, District Attorney

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

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

IN THE MATTER OF THE APPOINTMENT OF )  
SCOTT HEGE TO THE MID-COLUMBIA ) ORDER  
COUNCIL OF GOVERNMENTS BOARD ) #13-162  
OF DIRECTORS )

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

IT APPEARING TO THE BOARD: That Steve Kramer's term on the Mid-Columbia Council of Governments Board of Directors will expire on December 31, 2013 creating a vacancy on that Board; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be appointed to the Mid-Columbia Council of Governments Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby appointed to the Mid-Columbia Council of Governments Board of Directors; said term to expire on December 31, 2015.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Eric J. Nisley, District Attorney

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

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

IN THE MATTER OF THE APPOINTMENT OF )  
STEVE KRAMER TO THE NORTH CENTRAL ) ORDER  
PUBLIC HEALTH DISTRICT BOARD ) #13-163  
OF HEALTH )

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

IT APPEARING TO THE BOARD: That Scott Hege's term on the North Central Public Health District Board of Health will expire on December 31, 2013 creating a vacancy on that Board; and

IT FURTHER APPEARING TO THE BOARD: That Steve Kramer is willing and is qualified to be appointed to the North Central Public Health District Board of Health.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Kramer be and is hereby appointed to the North Central Public Health District Board of Health; said term to expire on December 31, 2016.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Eric J. Nisley, District Attorney

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
ROD RUNYON TO THE MID-COLUMBIA ECONOMIC ) ORDER  
DEVELOPMENT DISTRICT BOARD OF DIRECTORS ) #13-164

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

IT APPEARING TO THE BOARD: That Rod Runyon's term on the Wasco Mid-Columbia Economic Development Board of Directors will expire on February 1, 2014; and

IT FURTHER APPEARING TO THE BOARD: That Rod Runyon is willing and is qualified to be reappointed to the Mid-Columbia Economic Development District Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rod Runyon be and is hereby reappointed to the Mid-Columbia Economic Development District Board of Directors; said term to expire on December 31, 2015.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Eric J. Nisley, District Attorney

\_\_\_\_\_  
Steve D. Kramer, County Commissioner



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

IN THE MATTER OF THE APPOINTMENT OF )  
SCOTT HEGE TO THE WASCO COUNTY WILDLAND ) ORDER  
URBAN INTERFACE CLASSIFICATION COMMITTEE ) #13-165

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

IT APPEARING TO THE BOARD: That the Oregon Department of Forestry appoint three members to the Wasco County Wildland Urban Interface Classification Committee; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be reappointed to the Wildland Urban Interface Classification Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby appointed to the Wildland Urban Interface Classification Committee; said term to expire on December 31, 2016.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Eric J. Nisley, District Attorney

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

**Agenda Item**  
**Easton Hearing**

- [Summary](#)
- [Staff Report](#)



# Wasco County Planning Department

*“Service, Sustainability & Solutions”*

2705 East Second St. • The Dalles, OR 97058  
Phone: (541) 506-2560 • [wcplanning@co.wasco.or.us](mailto:wcplanning@co.wasco.or.us)  
[www.co.wasco.or.us/planning](http://www.co.wasco.or.us/planning)

## SUMMARY & STAFF REPORT

For December 4, 2013  
Board of Commissioner Hearing

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**FILE #** PLASAR-11-10-0014 **HEARING DATE:** December 4, 2013

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**REQUEST:** Remand and revisions to File # PLASAR-11-10-0014 (PLAAPL-11-12-0002 & PLAAPL-11-12-0003). Request by owners Karen Easton and David Kuehn for a scenic area review permit to construct a 2,400 sq. ft. dwelling and attached garage.

**Decision:** Approval, with **conditions**

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### APPLICANT/OWNER INFORMATION:

**Applicant**

Mark VanderZander  
150 SW Harrison St. Suite 100  
Portland, OR 97021

**Owner**

Karen Easton and David Kuehn  
902 Woodward St.  
Sunnyside, WA 98944

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### PROPERTY INFORMATION:

**Zoning:** R-R(5) (SMA)

**Acreage:** 0.79 ac

**Location:** The property is located on Lot 8 of the Rowena Dell Subdivision, Wasco County, Oregon. More specifically described as:

- 1080 Canyon Way West
  - 2N 12E 3 C 2800
  - Acct# 821
- 

### ATTACHMENTS:

- Summary of Information & Staff Recommendation
- Conditions of Approval
- Staff Report
- Exhibits A – E (Revised Site Plan, Landscaping Plan and Elevation Drawings)

## SUMMARY OF INFORMATION & RECOMMENDATION

### Summary

The full report with details regarding the process, proposed revisions, applicable standards, findings of fact and conclusions of law is attached as the “staff report” and was available at the Wasco County Planning Department for review one week prior to the December 4, 2013 hearing. The staff report is made a part of the record. This summary does not supersede or alter any of the findings or conclusions in the staff report, but will summarize the results of staff’s review and recommendation.

### Staff finds the following:

The subject property approximately is .79 acres in size and is currently located in the Special Management Area (“SMA”) per the Management Plan for the Columbia River Gorge National Scenic Area (formerly it was in the General Management Area or “GMA”). The original dwelling was proposed to have a total footprint of approximately 1,200 square feet, a total square footage of approximately 2,400 square feet, and a total height at roof peak of approximately 28 feet. In addition, a detached garage was proposed to have a total footprint of approximately 576 square feet and a total height at roof peak of approximately 20 feet.

As part of the remand a revised site plan, landscaping plan and elevation drawings were received August 26, 2013 (**attached as Exhibits A – E**). The substantive changes from the original proposal/application identified in Exhibits A - E are as follows:

- A smaller footprint pushing the building envelop further south (1,200 sq. ft. instead of 1,776 sq. ft.).
- Total maximum square footage of all development allowed is 2,400 sq. ft. instead of 2,976 sq. ft.); the 2,400 sq. ft. includes the garage.
- A building height of 26’ instead of 28’.
- A landscaping plan which includes five new trees north of the proposed dwelling to enhance screening (particularly from Highway 30).

### Recommendation

Staff recommends **approval** of the request based on the **conditions of approval**. The conditions are outlined below that would make the request consistent with pertinent State law, Scenic Area Act and the Wasco County National Scenic Area LUDO.

## CONDITIONS OF APPROVAL

- A. Current and future property owners shall comply with the application as reviewed and approved by the staff report which is available at the Wasco County Planning Department. The staff report details the restrictions on aspects of the development (if approved) including but not limited to location, dimensions and use. This decision does not constitute tacit approval for any other development or use.
- B. **Specific Conditions of Approval:** After expiration of the 15-day appeal period and prior to staff's signature on a building permit application, the applicant must submit evidence that the following Conditions of Approval have been met:
1. **Septic Evaluation:** The applicant shall obtain septic suitability approval from the Wasco County Environmental Health Division.
  2. **Reflectivity:** The applicant shall submit a sample indicating the window manufacturers name and reflectivity rating for windows (i.e., windows on the north and east sides of the dwelling will be have a visible light reflectivity of less than 14%).
- C. **Ongoing Conditions of Approval**
3. **Location & Footprint:** The location of the single-family residence (dwelling) and garage shall be sited in the location of the development footprint depicted on Exhibit A. The development footprint shall either be the same as or smaller than the footprint show on Exhibits A - E.
  4. **Size:** The total square footage of all development on the subject parcel shall be 2,400 square feet or less.
  5. **Building Height:** The height of the single family residence (dwelling) and garage shall be the same as depicted in Exhibits B – E (i.e., building height at roof peak shall be 26 feet or less).
  6. **Landscaping:** The landscaping plan identified in Exhibit A shall be satisfied and existing healthy trees be maintained to screen development from the Historic Columbia River Highway and the Rowena Plateau.

*Retain Existing Trees & Replacement:* Maintenance of all trees on the subject parcel shall be required, with the exception of the one tree proposed to removed for the development. Any trees that are lost or removed for any reason shall be replaced during the first planting season after their loss to the greatest extent practicable. Replacement trees shall be a minimum of 4 feet high at planting. To ensure long-term survival of the planted trees, each shall be well branched and formed, braced with 3 guy wires (to be removed after two winters), protected from wildlife, and irrigated until well establish. Native tree species include: ponderosa pine, douglas fir, grand fir, western red cedar, western hemlock, big leaf maple, red alder and Oregon white oak.

## CONDITIONS OF APPROVAL

If any existing tree dies within 100 feet of the proposed development, the dead tree shall be replaced with ponderosa pine or another coniferous native tree.

*New Screening Trees:* Five new screening trees shall be planted. Any of these trees that die or are damaged shall be replaced and follow the same procedure listed above to ensure survival (i.e., height, guy wires, irrigation and replacement).

*Revegetate Disturbed Areas:* The applicant shall maintain existing vegetation to the greatest extent possible, and revegetate all disturbed ground areas no later than the next planting season (October - April) with native species. All new vegetation planted would be fire-resistant and the local OSU Extension Service could be contacted for a complete list of fire-resistant vegetation.

7. **Exterior Colors:** All exterior building colors shall be dark earth-tone found at the site or in the surrounding landscape. The applicant shall paint the proposed structure using the approved colors below. If alternate colors are used on the exterior of any building, they shall be submitted to, and approved by the planning department prior to their use on the exterior of the structure (to ensure dark earth-tone colors are used).

<b><u>Structure</u></b>	<b><u>Color Description</u></b>	<b><u>Color # in Scenic Resources Implementation Handbook</u></b>	<b><u>Meets NSA Color Guidelines</u></b>
<b>Dwelling and Garage</b>			
<b>Siding</b>	Med-green stained cedar	C-10	Yes
<b>Trim</b>	Med-green stained cedar	A-10	Yes
<b>Roof</b>	Asphalt Compost-charcoal grey	C-1	Yes
<b>Doors</b>	Forest green PDT aluminum clad	A-4	Yes
<b>Garage door</b>	Forest green PDT aluminum clad	A-4	Yes
<b>Garage Windows</b>	Forest green PDT Aluminum clad	A-4	Yes
<b>Windows</b>	Forest green PDT Aluminum clad	A-4	Yes
<b>Med-grey cedar soffits</b>		E-9	Yes
<b>Med-grey cedar fascia</b>		A-10	Yes
<b>Other Structures</b>			
<b>Chimney</b>	Dark charcoal rock pavers	A-1	Yes
<b>At-grade Patio</b>	Dark charcoal unit pavers	A-1	Yes
<b>Lighting</b>	Dark bronze Bega exterior lighting	A-10	Yes

## CONDITIONS OF APPROVAL

### 8. **Fire Safety**

*Spark Arrestors:* Spark arrestors as depicted in Exhibits B – E shall be installed and meet NFPA standards.

*Roof:* Asphalt compost roof shingles shall be used on both the single family residence (dwelling) and attached garage.

*Permanent Fire Safety Obligations:* As part of the review, the owners have completed and signed a Fire Safety Standards Self-Certification Form. By signing this form, the owners have acknowledged that they understand these standards and commit to achieve compliance and maintain them through the life of the development. Current and future owners shall comply with applicable Fire Safety Standards. A copy of the signed self-certification form is available for inspection at the Wasco County Planning Department under file PLASAR-11-10-0014.

9. **Cultural Resources:** If cultural resources are discovered in the project area, the owner shall cease development and immediately notify the Wasco County Planning Department or USFS Archaeologist/Heritage Program Manager.

**If any finding, conclusion, or condition of this decision is held invalid, neither the remainder of this decision, nor the application of any other finding, conclusion or condition herein shall be affected thereby.**



## STAFF REPORT

**File Number:** PLASAR-11-10-0014 (PLAAPL-11-12-0002 & PLAAPL-11-12-0003)

**Applicant:** Mark VanderZanden

**Owner:** Karen Easton and David Kuehn  
902 Woodward St.  
Sunnyside, WA 98944

**Request:** Remand and revisions to File # PLASAR-11-10-0014 (PLAAPL-11-12-0002 & PLAAPL-11-12-0003). Request by owners Karen Easton and David Kuehn for a scenic area review permit to construct a 2,400 sq. ft. dwelling and attached garage

**Decision:** Approval, with **conditions**

**Hearing Date:** December 4, 2013

**Procedure Type:** Quasi-judicial review

**Location:** The property is located on Lot 8 of the Rowena Dell Subdivision, in Wasco County, Oregon. More specifically described as:  
- 2N 12E 3 C 2800 - Acct# 821

**Zoning:** Rural Residential of the Special Management Area (SMA) of the Columbia River Gorge National Scenic Area

**Contiguous Ownership:** None

**Past Actions:** SPR-99-149-WARR-SA, Permit for the construction of a single family home; TUP-99-149-WARR-SA, Permit to live in garage during the construction of the single family home

**Prepared by:** John Roberts, Planning Director

## STAFF REPORT

### I. APPLICABLE STANDARDS

#### Wasco County National Scenic Area Land Use & Development Ordinance

##### A. Chapter 3 – “R-R” Rural Residential Zone (SMA)

Section 3.160.A	Purpose
Section 3.160.G	Property Development Standards

##### B. Chapter 11 – Fire Safety Standards

##### C. Chapter 14 – Scenic Area Review

Section 14.020	Complete Application Requirements for a Scenic Area Review
Section 14.100	Provisions for all new development
Section 14.200	Key Viewing Areas
Section 14.300	Scenic Travel Corridors
Section 14.400	Landscaping Settings-Oak-Pine Woodland
Section 14.510	Cultural Resources - SMA
Section 14.610	Natural Resources - SMA
Section 14.710	Recreational Resources – SMA

### II. BACKGROUND

- A. **Legal Parcel:** The subject property was created in its current configuration by the Rowena Dell Subdivision Plat recorded with the Wasco County Clerk October 28, 1975 (74-2040). The current deed is #2001-3278 and was recorded on August 22, 2001.
- B. **Surrounding Land Uses:** Properties directly to the north and south contain pleasant or well-constructed single family residences with garages. The property directly to the east is open space dedicated to the Rowena Dell HOA and is situated at the bottom of a picturesque canyon/ravine. There are two properties to the west, neither of which is developed. One is a 1.77 acre platted lot and the other is 17.73 acres owned by the Rowena Dell HOA (presumably for open space protection). A large, postcard-type agricultural barn is located on a bluff about 515’ due west of the property.
- C. **Comments Received:** A Board of Commissioner Notice of Quasi-Judicial Hearing was mailed on November 7<sup>th</sup>, 2013 to all property owners within 200’ of the subject parcel. On the same day, notice was also sent to notification agencies registered with Wasco County. Lastly, a notice regarding the Board Hearing was sent to The Chronicle Newspaper on November 8<sup>th</sup>, 2013 and published November 12, 2013. Comments received as part of the process include:

Margaret L Dryden, Heritage Resources Program Manager, Columbia River Gorge National Scenic Area (October 24, 2011)

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Ms. Dryden provided a Cultural Resources Survey Determination dated October 24, 2011, which indicated that a Cultural Resource Reconnaissance Survey and Historic Survey are not required for this site.

Matt Diederich, MAIS, SHPO Archaeologist (November 3, 2011)

Mr. Diederich stated that extreme caution is recommended during future ground disturbing activities. If cultural resources are found during construction, the applicants are instructed to halt all ground disturbing activities and contact the Planning Department immediately; ph (541) 506-2560.

***Please note:** Complete comments are on file at the Wasco County Planning Department.*

### III. SUMMARY OF PROCESS

On October 19, 2011, Landowners applied for permission to construct a single-family dwelling and detached garage in Wasco County. The dwelling was proposed to have a total footprint of approximately 1,200 square feet, a total square footage of approximately 2,400 square feet, and a total height at roof peak of approximately 28 feet. In addition, the detached garage was proposed to have a total footprint of approximately 576 square feet and a total height at roof peak of approximately 20 feet.

On December 6, 2011 the Wasco County Planning Commission ("Planning Commission") denied the application. Landowners and Friends of the Columbia Gorge ("Friends") both filed appeals of the Planning Commission decision to the Wasco County Board of Commissioners ("Board"). On February 7, 2012, the Board adopted a written order denying the application (Order # 12-102) concluding that if the application is remanded from the Columbia River Gorge Commission ("Gorge Commission") to Wasco County, the County would reopen the application for public review, which would include standard public comment periods.

In March 2012 the Landowners filed an appeal of the Board's decision to the Gorge Commission. In April 2012, pursuant to Commission Rule 350-60-070, Friends intervened in the appeals and filed an Objection to the Record with the Gorge Commission (CRGC No. COA-W-12-1). The Gorge Commission ultimately placed the matter in abeyance while the parties sought to resolve the matter through alternative dispute resolution. On January 31, 2013 the Wasco County Planning Director supported further proceedings. A Stipulated Motion for Voluntary Remand, pursuant to OAR 350-60-220(2), was signed to remand PLASAR-11-10-0014 to Wasco County.

The accompanying "Declaration of John Roberts In Support of Stipulated Motion of Voluntary Remand" has two key provisions.

6. *At page 12 of the record, Wasco County's decision states that "if the application is*

## STAFF REPORT

*remanded from the Columbia River Gorge Commission to the Wasco County Planning & Development Department, it will be re-opened for review and will include standard public pre-notification and notice comment periods.” Upon remand by the Gorge Commission, Wasco County intends to honor that provision of the decision. Wasco County anticipates that the Appellants will submit a revised application to Wasco County pursuant to the settlement agreement. Upon receiving a revised application and deeming it complete, Wasco County will provide standard public pre-notification and notice comment periods on the revised application, and will render a new decision in this matter.*

7. *The County’s new decision will replace the February 12, 2012 decision and will address the issue of whether the construction of a new single-family dwelling on the property is consistent with the applicable law.*

In August 2013 the decision was remanded to Wasco County and a request that a hearing be scheduled before the Board at the earliest convenience was made. The request was accompanied by a revised site plan, landscaping plan, elevation drawings and Settlement Agreement between Friends of the Columbia Gorge and David Hunnicutt (Attorney for Karen Easton and David Kuehn). The Settlement Agreement was signed in January 2013, and important components of the agreement and revised plans are addressed in the staff report.

### IV. SUMMARY OF PROPOSED REVISIONS

As mentioned the original dwelling was proposed to have a total footprint of approximately 1,200 square feet, a total square footage of approximately 2,400 square feet, and a total height at roof peak of approximately 28 feet. In addition, the detached garage was proposed to have a total footprint of approximately 576 square feet and a total height at roof peak of approximately 20 feet.

A revised site plan, landscaping plan and elevation drawings were received August 26, 2013. **The updated plans and elevation drawings are attached to this staff report as Exhibits A – E.** The more substantive changes from the original proposal identified in the Exhibits are as follows:

- A smaller footprint pushing the building envelope further south (1,200 sq. ft. footprint instead of 1,776 sq. ft. footprint).
- Total maximum square footage of all development allowed is 2,400 sq. ft. instead of 2,976 sq. ft.); the 2,400 sq. ft. includes the garage.
- A building height of 26’ instead of 28’.
- A landscaping plan which includes five new trees north of the proposed dwelling to enhance screening (particularly from Highway 30).

### V. FINDINGS

#### **Wasco County National Scenic Area Land Use & Development Ordinance (“NSALUDO”)**

## STAFF REPORT

### A. Chapter 3.160 “R-R” Rural Residential Zone

#### Section 3.160.A – Purpose

*Residential development may locate outside the Urban Area so long as it does not adversely affect the scenic, cultural, natural and recreation resources. In addition to consideration of these factors, lands may be designated as residential if deemed suitable for residential development, taking into account the physical characteristics of the areas in question and their geographic proximity to transportation and commercial facilities and other amenities.*

**FINDINGS:** The applicant is has requested a 2,400 sq. ft. or less dwelling (single-family residence) which includes an attached garage. Conditions throughout the staff report intend to mitigate impacts; fulfill the need for public service demands created by the proposed use; promote the public health, safety, and welfare; and provide for the protection and enhancement of the scenic, natural, cultural, and recreation resources in the Columbia River Gorge National Scenic Area. As such, the site is suitable for residential development.

Although the applicant has identified a location for a proposed septic system and drain field on the site plan, a septic evaluation on TL 2800 has not been conducted. In a letter dated July 9, 1975, Dr. John Campbell, Health Officer for Wasco Sherman Public Health Department states that there is adequate room on Lot 8 (TL 2800) for a system, a drain field and replacement area. However it would be a **condition** that the applicant’s obtain septic suitability approval from the Wasco County Environmental Health Division prior to staff’s signature on a building permit application.

(\*\*\*)

#### Section 3.160.G - Property Development Standards

(\*\*\*)

2. General Setbacks – all structures other than approved signs and fences shall comply with the following general setback standards:

Front Yard	25'
Interior Side Yard	15'
Exterior Side Yard	20'
Rear Yard	20'

**FINDINGS:** The applicant has proposed setbacks indicated in the revised site plan (Exhibit A) that are consistent with the above criteria.

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	Required Setback	Proposed Setbacks (dwelling and attached garage)	Meets Setback Standards
Front (west)	25'	27'	Yes
Side (north)	15'	More than 50'	Yes
Rear (east)	20'	30'	Yes
Side (south)	20'	More than 60'	Yes

(\*\*\*)

4. Height – Maximum height for all structures shall be thirty-five feet (35') unless further restricted in accordance with Chapter 14 – Scenic Area Review.

**FINDINGS:** The revised elevation drawings (Exhibits B – E) are for a single family dwelling 26' in height (excluding the chimney) and a 20' tall attached garage. With a condition limiting the height of the single family dwelling to 26', the request is consistent with the height restriction for all structures.

### B. Chapter 11- Fire Safety Standards

**FINDINGS:** With **conditions**, the request is consistent with Chapter 11 – Fire Safety Standards.

The fire safety standards, adopted by the Wasco County Court and effective July 25, 2007, require property owners to be aware of potential fire risks in areas outside of urban areas of Wasco County, and requires compliance with siting standards, fuel break requirements, construction standards, access standards, and on-site water storage requirements.

The property owner filled out a Fire Safety Standard Self-Certification Form, and provided it to the Wasco County Planning Department. By signing the self certification form, they have acknowledged that they understand these applicable standards and commit to achieve compliance with them within one year of the date of approval and maintain them through the life of the development. This certification further commits all future property owners to this same requirement. A copy of this self certification form is available for inspection at the Wasco County Planning Department under the File # PLASAR-11-10-0014. A **condition** making current and future owners aware of this is included.

The subject lot is located within the boundaries of the Mid-Columbia Fire & Rescue District. During a site visit on November 4, 2013, staff verified that the proposal can comply with all applicable fire safety standards. In fact there is a fire hydrant adjacent to the proposed driveway.

### Section 11.110, Siting Standards – Locating Structures for Good Defensibility

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**FINDINGS:** During a site inspection on November 4, 2013, staff determined that the proposed dwelling and attached garage are located on a relatively flat surface (site containing slopes of approximately 6% and avoids slopes steeper than 40%). The proposed structure is set back from slopes greater than 30%, by more than 60', thereby meeting Section 11.110 criteria.

### Section 11.120, Defensible Space – Clearing & Maintaining a Fire Fuel Break

**FINDINGS:** The proposed development meets Section 11.120 Defensible Space Fire Safety Standards. During a site inspection on November 4, 2013, staff determined that the proposed dwelling and attached garage are located in an area of the parcel that meets Section 11.120 defensible space standards. Essentially no dense unmanaged vegetation will exist or will be kept to a minimum.

### Section 11.130, Construction Standards for Dwellings and Structures – Decreasing the Ignition Risks by Planning for a More Fire-Safe Structure

**FINDINGS:** Staff finds that, with **conditions** the proposed development could meet Section 11.130 Construction Standards for Dwellings and Structures.

- The submitted application states that asphalt compost roof shingles will be used on both the proposed dwelling and attached garage.
- The revised site plan identifies a working stand pipe within 50 feet of the proposed structure (adjacent to Canyon Way West north/northwest of the structure).
- The application includes a chimney on their site plan that is approximately 30' (4' higher than the structure). Although indicated on Exhibit C, if approved, it would be a **condition** that the applicant install spark arrestors which meet NFPA standards above the proposed chimney.

### Section 11.140, Access Standards – providing safe access to and escape from your home

**FINDINGS:** Staff finds that the proposed development meets Section 11.140 Access Standards.

- The application states that the proposed driveway will be approximately 15' wide and will end in a hammerhead shape turn around that is more than 90 degrees at the turn area. This meets Section 11.140 criteria.
- The application indicates that a culvert will be placed at the entrance of the driveway. The application states that the culvert will have less than a six foot diameter; therefore this culvert is not subject to the additional standards that Section 11.140 lays out for culverts of a larger size.

### Section 11.150, Fire Protection or On-Site Water Required – Ensuring Dwellings Have Some Fire Protection Available Through Manned or Unmanned Response

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**FINDINGS:** The site of the proposed development is located within the Mid Columbia Fire Protection District and has a fire hydrant adjacent to the driveway.

### C. Chapter 14 – Scenic Area Review

#### Section 14.020 – Complete Application Submittal Requirement for a Scenic Area Review

**FINDINGS:** The request complies with Section 14.020. The applicant submitted an application as required by Section 14.020, and the application was determined to be complete on October 24, 2011. Additionally, in conjunction with the remand a revised site plan, landscaping plan and elevation drawings were submitted (Exhibits A – E).

#### Section 14.100 – Provisions For All New Development (GMA & SMA)

- A. *All new development, except uses allowed through the expedited review process, shall be reviewed under the applicable sections of, Key Viewing Areas, Scenic Travel Corridors, Landscape Settings, Natural Resources, Cultural Resources, and Recreation Resources.*

**FINDINGS:** If the proposal was approved, the application would be subject to the **conditions** found throughout this report, and be consistent with Section 14.100.

#### Siting

- B. *New buildings and roads shall be sited and designed to retain the existing topography and minimize grading activities to the maximum extent possible.*

**FINDINGS:** The applicant requests to construct a 2,400 square foot single family dwelling (inclusive of a garage). According to the grading narrative submitted by the applicant on October 19, 2011, the grading required for the home site will be minimal and will be balanced cut and fill onsite. The design uses the natural topography of the site. It is anticipated less than 50 yards of excavation will be required for the home foundation and will be used for a small amount of backfill to create a slope of grade away from the house. Trenching and backfilling of the septic drain field will be done to appear as existing grade.

The driveway will be minimally graded by leveling and no other grading is proposed. The driveway fill development has been designed and sited to minimize visibility of cut banks and fill slopes from Key Viewing Areas. Staff found that minimal portions of the driveway can be seen from KVAs and will be further concealed by the proposed structural development. Additionally, during a site inspection on October 24, 2011 (by Jeanette Montour, former Senior Planner), staff concurred with the applicant's submittal that due to the existing topography of the proposed building site, little grading will be required to complete the proposed development.

#### Design/Color



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- C. New buildings shall be compatible with the general scale (height, dimensions and overall mass) of existing nearby development. Expansion of existing development shall comply with this guideline to the maximum extent practicable.*

**FINDINGS:** Jeanette Montour (former Senior Planner processing the application) conducted a site inspection on October 24, 2011 and John Roberts conducted a site visit on November 4, 2013. The majority of the dwellings that exist within the Rowena Dell Subdivision were constructed in the mid to late 1970s. According to staff research of County Assessor records, and planning department development permits, staff has determined that the dwelling size in this neighborhood ranges from 900 to 3,300 square feet. Within the analysis area, the Rowena Dell Subdivision, there are a total of 6 dwellings that are between 2,200 and 2,500 square feet, approximately the same size as the proposed dwelling. Four of these dwellings contain attached garages that are between 560 and 620 square feet.

The total maximum square footage of all development allowed is 2,400 sq. ft. Based on the analysis above, staff finds that the proposed development is compatible with the general scale of the nearby development. A condition is included limiting the total square footage of all development on the subject parcel to 2,400 square feet or less.

- D. Unless expressly exempted by other provisions, colors of all exterior surfaces of structures on sites not visible from Key Viewing Areas shall be earth tones found at the specific site or in the surrounding landscape. The specific colors or list of acceptable colors shall be included as a condition of approval. The Scenic Resources Implementation Handbook will include a recommended palette of colors.*

**FINDINGS:** Colors are discussed in Section 14.200 below. The proposed development is partially visible from the Historic Columbia River Highway.

(\*\*\*)

- F. Outdoor lighting shall be directed downward, sited, limited in intensity shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways and the Columbia River as well as preventing lighting from being visible from Key Viewing Areas and from noticeably contrasting with surrounding landscape settings. Shielding and hooding materials shall be composed of nonreflective opaque materials. There shall be no visual pollution due to the siting or brilliance, nor shall it constitute a hazard for traffic.*

**FINDINGS:** Outdoor lighting is part of the development request. The applicant is requesting outdoor lighting above the garage doorway area only. This area is located on the north-facing portion of the dwelling, and not directly facing KVAs. The applicant is also requesting Bega light fixtures that face downward and have a casing and shield that are of a dark bronze finish, a color that looks like A-10 of the Scenic Resources Implementation Handbook.

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Although the applicant has requested acceptable lighting fixtures in acceptable locations, as a means to ensure future compliance with the above criterion, if approved a **condition** would be included requiring all outdoor lighting on the subject parcel to be directed downward, sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways, waterways and KVAs. Moreover, exterior shielding and hooding materials shall be composed of non-reflective, opaque materials to prevent visual pollution. Standard exterior lighting guidelines would be conditioned.

### Landscaping

- G. *All ground disturbance as a result of site development shall be revegetated no later than the next planting season (Oct –April) with native species. The property owners and their successors in interest shall be responsible for survival of planted vegetation, and replacement of such vegetation that does not survive.*

**FINDINGS:** Ground disturbance will be required as part of this development request. The applicant has stated that less than 50 yards of excavation will be required to construct the home and garage. If approved, a **condition** would be included requiring the owner to maintain existing vegetation to the greatest extent possible and to revegetate any disturbed ground within the first planting season, after completion of construction (October – April). All new vegetation planted would be native and fire-resistant and the local OSU Extension Service could be contacted for a complete list of fire-resistant vegetation.

- H. *Except as necessary for site development or fire safety purposes, the existing tree cover screening the development area on the subject parcel from Key Viewing Areas and trees that provide a back drop on the subject parcel which help the development area achieve visual subordination, shall be retained. Additionally, unless allowed to be removed as part of the review use, all trees and vegetation within buffer zones for wetlands, streams, lakes, ponds and riparian areas shall be retained in their natural condition. Any of these trees or other tree required to be planted as a condition of approval that dies for any reason shall be replaced by the current property owner or successors in interest no later than the next planting season (Oct-April) after their death with trees of the same species or from the list in the landscape setting for the property.*

*To ensure survival, new trees and replacement trees shall meet the following requirements.*

1. *All trees shall be at least 4 feet tall at planting, well branched, and formed*
2. *Each tree shall be braced with 3 guy wires and protected from livestock and wildlife. The guy wires need to be removed after two winters.*
3. *The trees must be irrigated until they are well established*
4. *Trees that die or are damaged shall be replaced with trees that meet the planting*

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*requirement above.*

**FINDINGS:** The applicant has indicated on their site plan submitted August 26, 2013, that one existing 20" pine tree will be removed as part of this development. During a site visit on November 4, 2013, staff verified the location of this tree in relation to KVAs and viewsheds from neighboring properties. Staff determined that the proposed development location is well suited to achieve visual subordination on the property and that the removal of the tree will have no impact on the existing viewshed from KVAs. The removal of the tree will not impact either the foreground or the background viewsheds from KVAs. Staff has evaluated other potential sites on the property. However, staff is unable to select a site on the property that avoids the removal of any trees.

With **conditions**, the request would comply with criterion H. A condition is included requiring five new screening trees to meet the above requirements (i.e., height, guy wires, irrigated and replacement).

### Section 14.200 – Key Viewing Areas

*Includes required criteria for all development that occurs on parcels/lots topographically visible from KVAs.*

**FINDINGS:** If approved, the development would be subject to **conditions** to make it consistent with Section 14.200. Inventory maps from the Columbia River Gorge Commission indicate that the subject parcel is topographically visible from two KVAs. Staff verified during site visits to the subject parcel on October 24, 2011 and November 4, 2013 that the property is visible from both HWY 30 and the Tom McCall Nature Preserve KVAs.

**Siting:** Tax lot 2800 is located on the western side of Rowena Dell Creek Canyon. Existing topography and Ponderosa Pine trees along Historic Highway 30 provide significant visual screening to much of the parcel. However a portion of the parcel is visible from Highway 30. The proposed dwelling and garage will be situated so that it will be partially screened by the existing Ponderosa Pines and scrub oak. The proposed dwelling has only one side (the east-facing portion), that will be facing the KVAs.

The proposed dwelling and garage is located in the southwest portion of the .79 acre parcel, and is partially screened by Ponderosa Pines and scrub oak trees. As proposed, the dwelling will be a two-story structure and be 26' tall. The garage will be 20' tall. According to the revised elevation drawings, the development on the east-facing side of the house will include the most windowed areas (approximately three groups of windows on the upper floor and three groups of windows on the bottom floor).

**Design:** The proposal is compatible to other development in the Rowena Dell neighborhood, with relation to size. The proposed structure will use stained cedar siding to maintain a rustic, wooden look that already exists in the neighborhood. The proposed roof pitch of both the

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dwelling and garage is approximately a 4/12 pitch. Although the proposed dwelling will be partially visible from the Highway 30 KVA , it does not alter the sense that Rowena Dell is a natural looking, residential subdivision; a location where it is accepted that development exists, but is strategically placed to achieve visual subordination.

Color: The Rowena Dell Subdivision is located along the Rowena Canyon and contains a background of craggy outcropping rocks and a foreground of dense vegetation consisting of a mix of ponderosa pine trees and scrub oak. During site visits staff noted a significant number of the houses in this area include a dark brown cedar shingle siding. The proposed dwelling and garage both include stained cedar shingles painted dark-green which blends with the dense, existing vegetation, predominantly ponderosa pine and craggy outcropping rocks.

The proposed dwelling and garage will be painted with colors that blend with the scenery (reference the Table below). The color choices described below are considered to be acceptable color choices that blend with the surrounding terrain (i.e., dark earth-tone colors). If approved, a **condition** would be required the structures be painted as proposed in this application. Moreover, if approved it would be a **condition** that if the use of alternative colors is proposed, they shall be submitted to, and approved by the planning department prior to use on the new structure (to ensure dark earth-tone colors are used).

<u>Structure</u>	<u>Color Description</u>	<u>Color # in Scenic Resources Implementation Handbook</u>	<u>Meets NSA Color Guidelines?</u>
<b>Dwelling and Garage</b>			
<b>Siding</b>	Med-green stained cedar	C-10	Yes
<b>Trim</b>	Med-green stained cedar	A-10	Yes
<b>Roof</b>	Asphalt Compost-charcoal grey	C-1	Yes
<b>Doors</b>	Forest green PDT aluminum clad	A-4	Yes
<b>Garage door</b>	Forest green PDT aluminum clad	A-4	Yes
<b>Garage Windows</b>	Forest green PDT Aluminum clad	A-4	Yes
<b>Windows</b>	Forest green PDT Aluminum clad	A-4	Yes
<b>Med-grey cedar soffits</b>		E-9	Yes
<b>Med-grey cedar fascia</b>		A-10	Yes
<b>Other Structures</b>			
<b>Chimney</b>	Dark charcoal rock pavers	A-1	Yes
<b>At-grade Patio</b>	Dark charcoal unit pavers	A-1	Yes
<b>Lighting</b>	Dark bronze Bega exterior lighting	A-10	Yes

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Reflectivity: Existing foreground topography causes the view of the proposed structure to be intermittent as the existing trees partially block the view of the structure from HWY 30. The roofing materials for the proposed garage consist of asphalt compost that should be charcoal grey in color.

The applicant proposes to use specialty glass with low reflectivity glazing. Due to the location of the proposed development in relation to KVAs, if approved staff would recommend a **condition** that the applicant commit that all windows will be low reflectivity (i.e., a visible light reflectivity of less than 14%) on the north and east sides of the structure. As such the applicant would need to submit a sample indicating the manufacturers name and reflectivity rating prior to staff's signature on a building permit application.

The garage doors will be painted 'forest green' to match the window framing of the proposed dwelling and garage. The garage doors materials used consist of aluminum clad material that looks like wood. Neither the door to the dwelling nor the garage door will be visible from any KVAs. Further, the garage will not be visible from any KVA points as it will be obscured by the dwelling (which extends further east and south of the garage).

The proposed dwelling and garage will be made of cedar shingle siding and stained a dark green color. As previously mentioned, the proposed garage will be concealed from KVAs by the proposed dwelling. Staff determined that existing trees and topography will partially screen all proposed development. Staff finds that this, in addition to the described colors and shape of the structure creates, acceptable visual subordination of the proposed structures from identified KVAs.

Landscaping: The subject and adjacent properties are currently residential lots within a subdivision. The applicant is not proposing to remove trees that may provide a backdrop to the subject parcel's proposed development. Only one significant tree (20") is proposed to be removed. Otherwise all the tree removal will be underbrush and saplings. To enhance the visual buffering five new "screening" trees are proposed to be planted north of the proposed structure as shown in Exhibit A.

If approved a **condition** would be included requiring that the landscape plan in Exhibit A be satisfied and existing healthy trees be maintained (with the exception of the one 20" tree that is proposed to be removed). If any existing tree dies within 100 feet of the proposed development, the dead tree shall be replaced with ponderosa pine or another coniferous native tree.

### Section 14.300 - Scenic Travel Corridors

*Acknowledges the importance of travelways to the National Scenic Area.*

Section 14.300.B.1 – *For purposes of implementing this section, the foreground of a Scenic Travel Corridor shall include those lands within one-quarter mile of the edge of*

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*pavement of the Scenic Travel Corridor roadway.*

**FINDINGS:** The request is consistent with Section 14.300.B.1. The proposed development is located approximately 1/8<sup>th</sup> of a mile from the nearest Scenic Travel Corridor, the Historic Columbia River Highway (HWY 30) west of the Rowena Overlook; which is inside the foreground of a Scenic Travel Corridor.

*Section 14.300 B. 2 - All new buildings and alterations to existing buildings shall be set back at least 100 feet from the edge of pavement of the Scenic Travel Corridor roadway. All new parking lots and expansions of existing parking lots shall be set back at least 100 feet from the edge of pavement of the Scenic Travel Corridor roadway, to the maximum extent practicable.*

**FINDINGS:** The request is consistent with Section 14.300.B.2. The proposed development is located over 600' from the nearest portion of the Scenic Travel Corridor, therefore all proposed development meets this standard.

*Section 14.300 C.1 – States that additional criteria shall be reviewed for development within the immediate foregrounds of KVAs. Immediate foregrounds are defined as within the developed prism of a road or trail KVA or within the boundary of the developed area.*

**FINDINGS:** The request is consistent with Section 14.300.C.1. As part of a site inspection on October 24, 2011, staff determined that portions of the proposed development can be seen by two KVAs: 1) the Historic Columbia River Highway and 2) the Tom McCall Nature Preserve Viewpoint. Previous findings throughout this report indicate that staff has determined that the proposed development has been designed and sited to meet the applicable scenic standards from the foreground of the subject KVAs.

Due to the existing topography and vegetation on the site, staff finds that the proposed building site and proposed screening trees have been strategically sited on the property so as to create the highest level of visual subordination to KVAs possible. Overall the proposed development will blend with its setting as seen from the foreground of KVAs.

*Section 14.300 C.3 - Form, line, color, texture and design of a proposed development shall be evaluated to ensure that the development blends with its setting as seen from the foreground of key viewing areas:*

- a. Form and Line-Design of the development shall minimize changes to the form of the natural landscape. Development shall borrow form and line from the landscape setting and blend with the form and line of the landscape setting. Design of the development shall avoid contrasting form and line that unnecessarily call attention to the development.*

**FINDINGS:** The request is consistent with Section 14.300.C.3.a. According to the application,

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staff finds that the proposed dwelling and garage will mimic the form and design of existing residential development in the area. The proposed two-story cedar paneled house has a semi-steep pitch, 4/12 pitched gable roof with laminated shingles.

- b. Color-Color shall be found in the project's surrounding landscape setting. Color shall be chosen and repeated as needed to provide unity to the whole design.*

**FINDINGS:** The request is consistent with Section 14.300.C.3.b. The color of the wood siding of the proposed dwelling and garage is dark green (C-10 of the NSA Recommended Colors chart). This color is an ideal match for the surrounding wooded coniferous forest landscape and is the same color as cedar paneling of the existing dwelling. The trimming on both the proposed dwelling and garage looks like A-10 of the NSA Recommended Colors chart. The roof color of both the proposed garage and carport will be a charcoal grey color (looks like C-1 of the NSA Recommended Colors chart).

- c. Texture-Textures borrowed from the landscape setting shall be emphasized in the design of structures. Landscape textures are generally rough, irregular, and complex rather than smoother, regular, and uniform.*

**FINDINGS:** The request is consistent with Section 14.300.C.3.c. The texture of the proposed development is similar to that of the existing surrounding development in the Rowena Dell Subdivision (wood siding and trimming with laminated roof shingles). The wooden texture of the proposed structure blends well with the surrounding wooded landscape.

- d. Design-Design solution shall be compatible with the natural scenic quality of the Gorge. Building materials shall be natural or natural appearing. Building materials such as concrete, steel, aluminum, or plastic shall use form, line color and texture to harmonize with the natural environment. Design shall balance all design elements into a harmonious whole, using repetition of elements and blending of elements as necessary.*

**FINDINGS:** The request is consistent with Section 14.300.C.3.d. The proposed structure will use wood building materials, compatible to the natural wooded scenery. The color of the proposed structures (i.e., dark-green) is an earth tone color that will blend with the surrounding scenery and ambiance.

### Section 14.400 - Landscape Settings

#### *Section 14.400.G.2 – Residential Landscape Setting (SMA Only)*

*The Residential setting is characterized by concentrations of dwellings.*

- B. At Rowena Dell, new buildings shall have a rustic appearance and use natural materials.*

## STAFF REPORT

**FINDINGS:** The applicant's proposed structure includes the use of natural looking wooden building materials, and dark earth tone colors to create an appearance that corresponds to the natural surroundings and the generally rustic appearance of the structures located in the Rowena Dell Subdivision.

### Section 14.510, Cultural Resources (SMA Only)

#### A. Purpose:

1. *Protect and enhance cultural resources.*
2. *Ensure that proposed development and uses do not have an adverse effect on significant cultural resources.*

**FINDINGS:** The request is consistent with Section 14.510. A letter from Ms. Margaret Dryden dated October 24, 2011 indicated that the Heritage Resources Program for the Columbia River Gorge National Scenic Area reviewed the proposed development and recommended that a Cultural Resource Reconnaissance Survey or a Historic Survey would **not** be required. As per Section 14.500.C.4.c.1, the Cultural Resource Protection Process may be concluded if the proposed use does not require a reconnaissance or historic survey, no cultural resources are known to exist in the project area, and no substantiated concerns were voiced by interested persons within 20 calendar days of the date that a notice was mailed. However, if approved a **condition** would be included which requires that all construction activities shall cease and the applicant's report findings to the Wasco County Planning Department or Marge Dryden, Archaeologist/Heritage Program Manager immediately if cultural or historic artifacts are observed.

### Section 14.610 B., Natural Resources - (SMA)

*Protect and enhance the quantity and quality of water resources and their functions.  
Protect and enhance the wildlife and plant diversity of the Gorge. Encourage the protection of plant species.*

**FINDINGS:** The request is consistent with Section 14.610. Inventory maps provided to Wasco County by the Columbia River Gorge Commission (August 1, 1994) were inspected for the presence of streams, wetlands, Deer, Elk, and/or Wild Turkey Winter Range Habitat, sensitive wildlife sites, and sensitive rare plants within 1,000 feet of the property. No signs of these or other natural resources were observed during the research. In addition, Jeremy Thompson, District Wildlife Biologist from Oregon Fish and Wildlife, has been notified of the proposed development and has not voiced any concerns about the developments listed under application PLASAR-11-10-0014. Therefore, no further analysis of natural resources is included in this report.

### Section 14.710, Recreational Resources (SMA Only)



## STAFF REPORT

*To protect and enhance recreational resources consistent with Indian treaty rights.*

**FINDING:** The request is consistent with Section 14.710. The subject parcel has a Recreational Intensity Class designation of 2. The proposed use does not include any of the permitted uses and will be used for residential use only. The property does not include any known recreational resources. Therefore, the proposed development poses no impacts to recreational resources and no further analysis of recreational resources is included in this report.

*Section 14.810, Indian Tribal Treat Rights and Consultation (SMA Only)*

*For all new development or new uses in the SMA, the Forest Service is responsible for consulting with Indian tribal governments at the government-to-government level. The purpose of this process is to ensure that its management activities will not affect treaty rights, and to provide meaningful participation in the identification, evaluation and protection of cultural resources.*

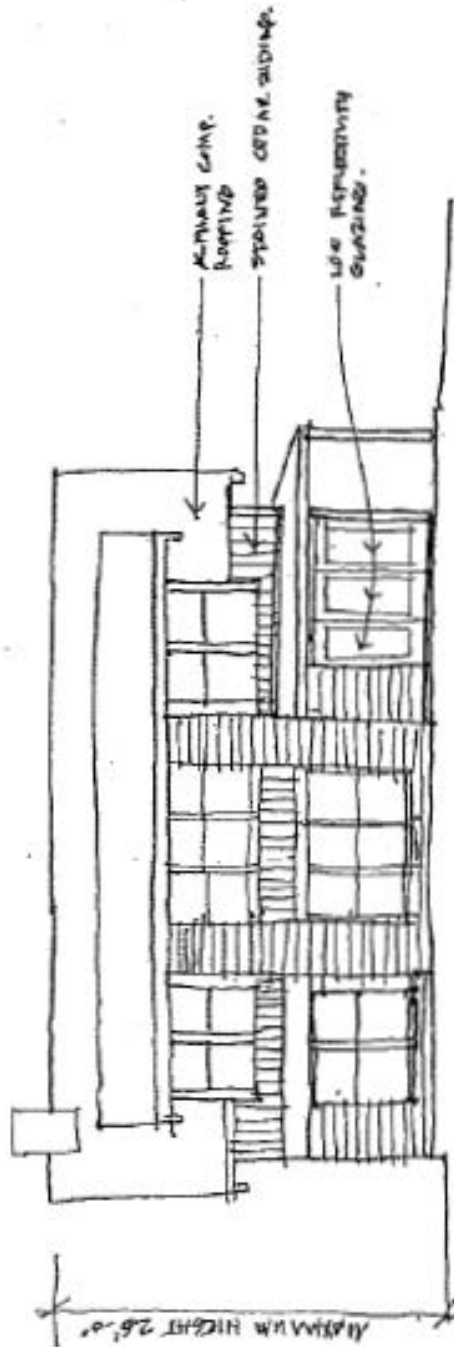
**FINDING:** The request is consistent with Section 14.810. As stated above, a cultural resources reconnaissance survey was not required as part of this application. No cultural resources are known to exist in the project area, and no substantiated concerns were voiced by interested persons, including tribal government representatives of the Nez Perce Tribe, Confederated Tribes of Warm Springs, Confederated Tribes of Umatilla, and the Yakima Indian Nation within 20 calendar days of the date that the notice was originally mailed.



**EXHIBITS A – E**  
**Revised Site Plan, Landscaping Plan and Elevation Drawings**

Project	Easton Residences
Issue No.	1-17-2013
Drawn By	NSA Review
Checked By	
Approved By	
<small>Copyright © 2013, Easton, Inc. - per Easton, Inc. - 100-201-0014          100-201-0014</small>	

**Exhibit B**

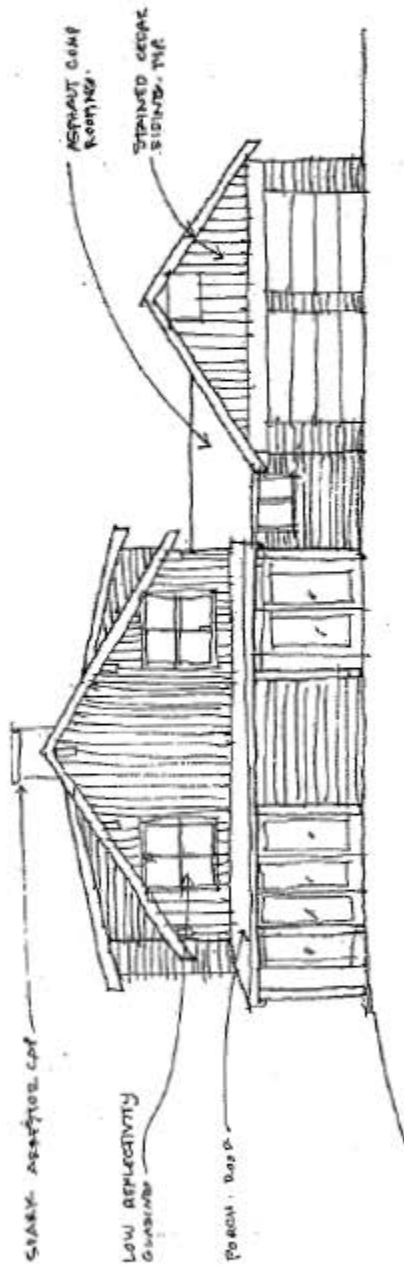


**EAST ELEVATION**  
 1/8" = 1'-0"

**EXHIBITS A – E**  
**Revised Site Plan, Landscaping Plan and Elevation Drawings**

project	Easton Ranch/Remand
date	1-17-2013
drawn by	NEA FENNER
checked by	
approved and dated	for: project, by: TULLIN HAN
signature	

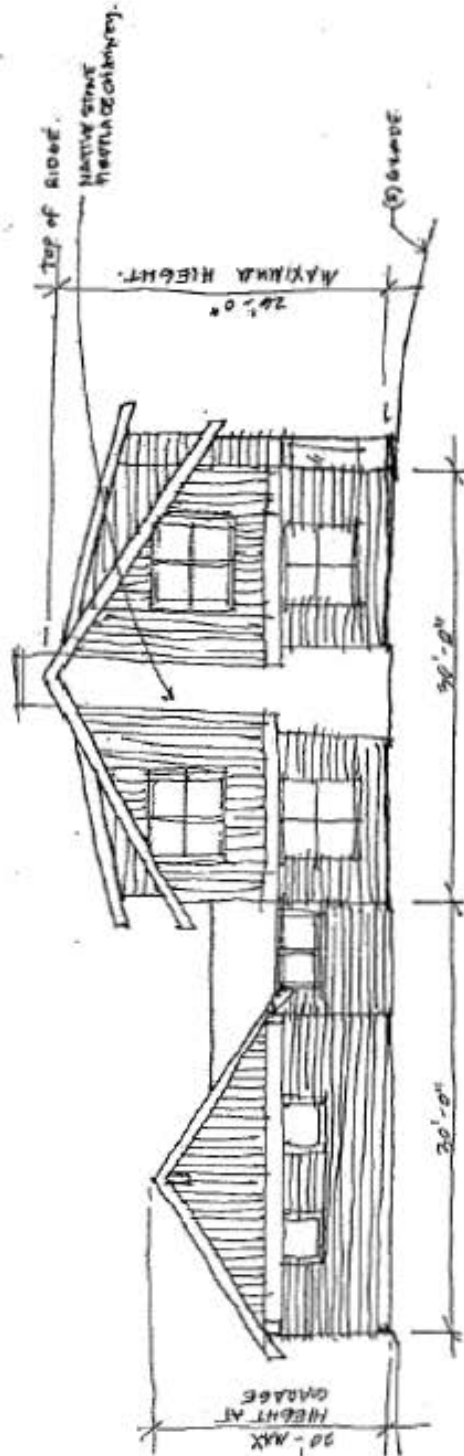
**Exhibit C**



NORTH ELEVATION  
 $\frac{1}{8"} = 1'-0"$

order	Eastern Bluebird
time	4-7-2012
price	MSA - 1000000

Exhibit D

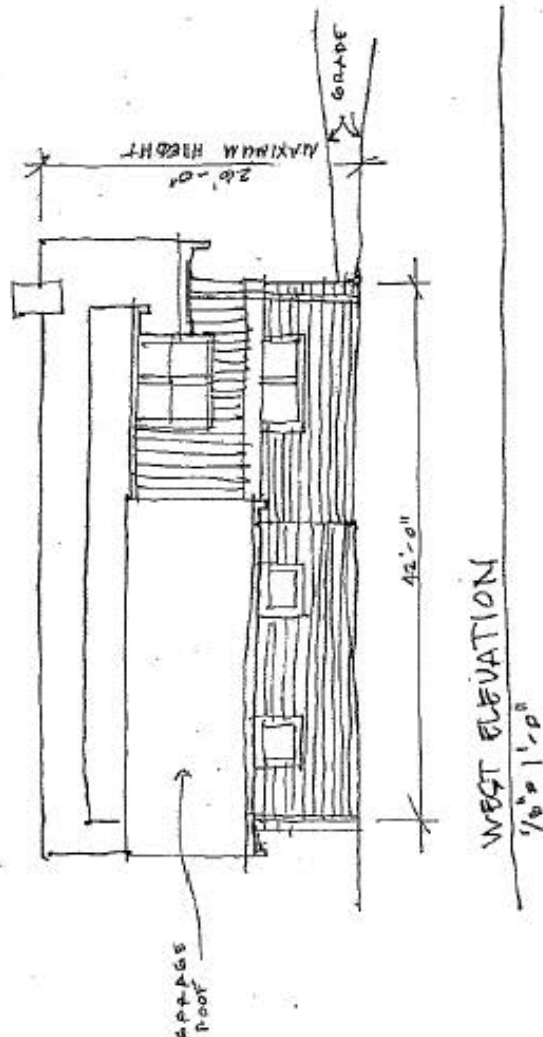


SOUTH ELEVATION  
1/8" = 1'-0"

**EXHIBITS A – E**  
**Revised Site Plan, Landscaping Plan and Elevation Drawings**

project	Easton Residential
date	4-17-2013
plan	NSA Review
<small>         prepared and drawn by: [signature]          checked by: [signature]          approved by: [signature]          date: 4-17-2013       </small>	

**Exhibit E**



**Agenda Item**  
**SWAC Rate Increase Proposals**

- [SWAC Rate Increase Proposals](#)

## **Solid Waste Advisory Committee (SWAC) Meeting**

Thursday November 21, 2013

10:00am

Annex C Meeting Room – North Central Public Health District (419 East 7<sup>th</sup> St.)

**541-506-2600**

### **AGENDA**

10:00 a.m. – Welcome & Introductions (if necessary)

- Discuss rate increase request for Wasco County Landfill & Mel's Sanitation, make recommendations to County Court for 2014 rate increase.



# Wasco County Landfill

2550 Steele Rd  
The Dalles, OR 97058  
541/296-4082  
FAX 541/296-6449

Revised: November 6, 2013

October 30, 2013

John Zalazik  
Wasco County Public Health Department  
419 East Fifth Street, Room 100  
The Dalles, OR 97058

RE: Wasco County Landfill, 2014 Rate Change

Dear John Zalazik:

In accordance with the current license agreement between the Wasco County Landfill (WCL) and Wasco County, we plan to adjust our rates in 2014. A summary of the rate change is as follows:

The Consumer Price Index (CPI) for the Standard Metropolitan Statistical Area (West-C 1982-84=100) for 2013 is 1.21%. Eighty-five percent of the CPI is 1.03%. The new rates for the year 2014 will reflect 1.03% increase.

The Wasco County license fee for 2013 was \$105,613.00 this will increase to \$106,701.00 in 2014 due to the 1.03% CPI.

The County's Host Fee will change from \$1.46 to \$1.48 per ton in 2014 due to the 1.03% CPI.

The HHW Fee will change from \$7.62 to \$7.70 per ton in 2014 due to the 1.03% CPI.

A proposed rate schedule for 2014 is attached for your reference.

Please feel free to contact me if you have any questions.

Sincerely,



Nancy Mitchell  
Wasco County Landfill  
Site Manager



**Wasco County Landfill**  
**New Rates effective January 1, 2014**

**Wasco County**

\$ 32.70 per ton + \$7.70 (HHW Fee) = \$ 40.40 per ton

**Hood River and Sherman County**

\$ 36.56 per ton + \$7.70 (HHW Fee) = \$ 44.26 per ton

**Out of County**

\$36.56 per ton

**ACM: In-County**

\$ 82.27 per ton

**ACM: Out of County**

\$ 83.87 per ton

**PCS: In-County**

\$ 30.05 per ton

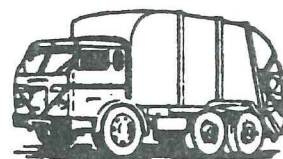
**PCS: Out of County**

\$ 31.74 per ton

**Public minimum is \$40.00**

# Mel's Sanitary Service, Inc.

*"Serving Most of Wasco County"*



November 06, 2013

Dear Commissioners/Council Members:

Mel's Sanitary Service Inc. last rate adjustment went into effect January 1, 2013. Since that time our collection costs have increased in all phases of our operation. That is why I am requesting a rate increase and are proposing new rates as set forth On the enclosed rate sheet to become effective January 1, 2014. The increase is 84% of the CPI for Wasco County.

The proposed schedule will raise the collection fees by approximately 1% When approved by Wasco County, City of Maupin, City of Dufur & N.W. Land Management ( U.S.F.S.).

The increase of 1% calculates to Landfill .10%, Purchase of new Truck, Business operations, Payroll taxes, PUC license and permits etc. .90%.

Respectfully,  
Mel Barlow Sr



Wasco County  
New Rates Effective Jan 1<sup>st</sup> 2014

1 can oaw	22.12	On call service	9.60 per can
1 can tam	14.01	Extra can	6.73 each
1 can oam	9.21		
2 cans oaw	34.06		
3 cans oaw	45.23		
1.5yd oaw	113.76	1.5yd cleanup	34.10
1.5yd tam	74.08		
1.5yd oam	57.34		
2yd oaw	141.83	2yd cleanup	43.56
2yd tam	91.98		
2yd oam	65.49		
3yd oaw	227.48	3yd cleanup	68.16
3yd tam	148.07		
3yd oam	114.55		
4yd oaw	283.56	4yd cleanup	87.07
4yd oam	131.01		
1.5yd taw	204.09	Cleanup container del fee	32.83
2yd taw	252.32		
3yd taw	408.10		
4yd taw	565.11		
30yd Drop Box	416.03	Plus Disposal Fee	After 5 Days 18.61 per day rental
20yd Drop Box	329.10		Drop Box Delivery Fee 53.33
10yd Drop Box	242.18		Drop Box P.U. Fee 53.33

**Agenda Item**  
**Home at Last Proposal**

- [Proposal](#)
- [Deeds for Review](#)



Home At Last Humane Society  
Proposal to Wasco County Commissioners

Requesting: The gift of the property and facility at 200 River Road with a reversionary clause.

Thank you for your time and dedication to the community and also for your consideration of Home At Last's request.

The Continued support of Wasco County has been integral to the development of Home At Last Humane Society.

The County has allowed Home At Last (HAL) to operate as a shelter rent free for many years. It would simply be impossible to operate the shelter without this consideration.

We know that The County has faced budget cut back as we have felt them as well.

- In 2011 HAL received \$100,000 from Wasco County
- In 2012 HAL received \$80,999 from Wasco County
- In 2013 HAL received \$18,754 from Wasco County

HAL must now look to other sources for financial support. An important source of support is funding from Foundations. HAL's chances of obtaining Foundation support will be increased greatly if HAL owns the land and facility. Owning the land will be integral to building a new shelter so that we can continue to provide quality services to the community. Owning the land assures that we are viewed as a stable organization that is valued by our community and is worthy of investment.

This is not an unprecedented request, Wasco County has gifted property with a reversionary clause to The Girl Scouts, The Arts Council and The National Guard.

I have attached copies of those deeds for your review.

Thank you so much for your continued support of HAL and for considering this request. Together we can make a great community.

Kris Boler  
Executive Director

# BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that CITY OF THE DALLES, a municipal corporation of the State of Oregon, with its principal offices located in the City Hall located at 313 Court Street, The Dalles, Oregon, hereinafter called "Grantor", for the consideration hereafter stated, does hereby grant, bargain, sell and convey unto THE DALLES ART ASSOCIATION, a corporation of the State of Oregon, with its principal offices located at 220 East Fourth Street, The Dalles, Oregon, hereinafter called "Grantee", and unto Grantee's heirs, successors and assigns, all that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Wasco, State of Oregon, described as follows, to-wit:

All of Lot 1 and the East 42 feet of Lot 2, Block Nine, of Dalles City Proper.

The property is shown on the map attached as Exhibit "A".

## SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. This deed is executed for the special purpose of allowing the Grantee, and any successor organization, to continue maintenance and operation of the art gallery located on the premises as a cultural and public service center for the promotion, understanding and appreciation of the arts in the community.
2. The Grantee shall not encumber the property in any manner, or pledge the property as collateral for a loan, without the Grantor's prior consent. The Grantee shall pay all contractors who provide materials and services to Grantee in a prompt manner to avoid any construction liens being filed against the property.
3. The Grantee shall be responsible for maintaining the building in a good state of repair, and making improvements when necessary. The building located on the premises shall remain on the National Register of Historic Places.
4. The Grantee will maintain insurance policies on the building, in addition to maintaining general liability coverage and coverage on contents. The policies shall be maintained with companies acceptable to the Grantor, with coverage limits approved by the Grantor. Grantee shall furnish proof of coverage to Grantor upon an annual basis.
5. If Grantee, or Grantee's heirs, successors, or assigns, shall fail to comply strictly with the use provided for herein, or if the Grantee, or Grantee's heirs, successors, or assigns, shall fail to comply with any of the restrictions or obligations set forth in this deed, or if the Grantee, or Grantee's heirs, successors, or assigns, shall be dissolved or liquidated, Grantor and its successors, may at any time thereafter serve on Grantee a notice in writing specifying the particular or particulars in which a breach thereof has been made and directing Grantee to remedy said breach. Should Grantee thereafter for a period of thirty (30) days (time being of the essence of this provision) fail fully and entirely to remedy such breach or reasonably begin such remedial action, then a notice in writing may be served on Grantee by Grantor, notifying Grantee that Grantor elects that the title to the whole of the conveyed premises shall revert to Grantor; and thereupon the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Grantor, revert to and remain in grantor, and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures thereon, and Grantor shall have the right of re-entry to the property conveyed by this instrument.

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is ONE AND NO/100 DOLLAR (\$1.00).

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor executed this instrument this 8<sup>th</sup> day of July, 1997, and has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its governing body.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

City of The Dalles

Nolan K. Young  
Nolan K. Young, City Manager

STATE OF OREGON, County of Wasco ss.

On the 8<sup>th</sup> day of July, 1997, Nolan K. Young, City Manager, as an officer of the City of The Dalles on behalf of whom this instrument was executed, being duly authorized by the City Council of said City, personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed.



Nancy A. Ayres  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 12/5/98

Grantor's Name and Address  
City of The Dalles  
313 Court Street  
The Dalles, Oregon 97058

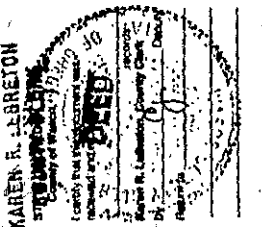
After Recording Return To  
The Dalles Art Association  
220 East Fourth Street  
The Dalles, Oregon 97058

Grantee's Name and Address:  
The Dalles Art Association  
220 East Fourth Street  
The Dalles, Oregon 97058

All Tax Statements Should  
Be Sent To:  
The Dalles Art Association  
220 East Fourth Street  
The Dalles, Oregon 97058

973045 (2)  
FILED WASCO CO. OR.  
JUL 11 11 20 AM '97

KAREN R. LEBRETON  
COUNTY CLERK  
COUNTY OF WASCO, OREGON



973045 (2)

22

Block 1, West 50 feet of Lot 1, Crossen's Addition to  
City of The Dalles, County of Wasco and State of Oregon.

The true and actual consideration for this conveyance  
is \$5.00.

Until a change is requested, all tax statements shall be sent to the following address: Columbia River Girl Scout Council, 4747 SW Kelly, Portland, Oregon 97201.

May 30 , 1978.

By [Signature]  
Mayor

ATTEST: John B Thomas  
City Clerk

STATE OF OREGON       )  
                              ) ss  
County of Wasco       )

May 31, 1978.

Personally appeared JOHN LUNDELL and JOHN B. THOMAS who, being sworn, each for himself, said that the former is the Mayor and the latter is the City Clerk of the City of The Dalles, Oregon, a municipal corporation, and that they signed and caused to be affixed the seal of the City to the foregoing instrument by authority of the City Council; and each of them acknowledged said instrument to be the voluntary act and deed of the City of The Dalles.

Before me:

Notary Public for Oregon  
My Commission expires: 12/31/2011

Page 1 - DEED

781962

INDEXED  
4/13/92



DEED

THIS INDENTURE, Made this 14<sup>th</sup> day of February, 1951,  
between Wasco County, Oregon, a municipal corporation,  
hereinafter referred to as the First Party, and the State  
of Oregon, hereinafter referred to as the Second Party,

W I T N E S S E T H : -

WHEREAS, Wasco County acquired title to the following  
described real property, together with other real property  
by deed, from The Dalles City Park Association, said deed  
being recorded in Book 59 of the Deed Records of Wasco County,  
Oregon, on page 182 thereof ; and

WHEREAS, the First Party is not now using, nor does it  
contemplate using said property for a public use; and

WHEREAS, said property has not been used for public use  
since its acquisition; and

WHEREAS, the State of Oregon, desires to acquire said  
property for the purpose of making a military use thereof by  
constructing an Armory on said premises;

NOW THEREFORE, pursuant to the law, and Order of the  
County Court of Wasco County, Oregon, and for and in consider-  
ation of the sum of One and No/100 (\$1.00) Dollar, paid to  
Wasco County, Oregon, receipt whereof is hereby acknowledged,  
Wasco County, Oregon, has sold and does hereby sell to the  
State of Oregon, the following described real property, to-wit:

Beginning at a point 60.27 feet that is  
N 40° 10' W. from the Northeast corner of  
Wasco County Poor Farm Property. Thence  
N 40° 10' W. 300.0 feet. Thence S 44° 22'  
W. 200.0 feet. Thence S 40° 10' E. 300.0  
feet. Thence N 44° 22' E. 200.0 feet to  
point of beginning. Containing 1.377 acres.

NOW, THEREFORE, KNOW YE, that Wasco County, Oregon, acting through the County Court of said County, and in consideration of the premises and by virtue of the statutes of the State of Oregon, in such cases made and provided, does hereby grant, bargain, sell and convey unto the State of Oregon, the said real property hereinabove described, as fully and completely as the First Party can, by virtue of the premises, convey the same.

This conveyance is made to the State of Oregon, upon the premise that such Grantee shall use the premises hereby conveyed for military purposes.

In the event such Grantee, or its assigns, does not use said premises for military purposes, or abandons said property, said property shall revert to the Grantor herein, namely, Wasco County, Oregon.

GIVEN under the seal of Wasco County, Oregon, this 14<sup>th</sup> day of February, 1951.

WASCO COUNTY, OREGON

By [Signature]  
County Judge

[Signature]  
Commissioner

[Signature]  
Commissioner

Attest:  
[Signature]  
County Clerk

By [Signature]  
Return to [Signature]  
Street US 101  
City Wasco

D. V. BOLTON, County Clerk

Witness my hand and seal of office affixed at

In Book 120 On Page 343

D. V. BOLTON  
COUNTY CLERK

1951 FEB 19 PM 2 38

COUNTY CLERK'S OFFICE

STATE OF OREGON  
County of Wasco  
I, D. V. BOLTON, County Clerk and ex officio Recorder of Conveyances, in and for said county, do hereby certify that the within instrument of writing was received for record and recorded in the record of  
DEEDS  
of said county at  
FILED  
COUNTY CLERK'S OFFICE  
76097

THIS INDENTURE, Made this 30<sup>th</sup> day of September, 1952, between WASCO COUNTY, OREGON; a municipal corporation, hereinafter referred to as the First Party, and the STATE OF OREGON, hereinafter referred to as the Second Party,

WITNESSETH:

That whereas, Wasco County acquired title to the property hereinafter described, together with other real property, by deed from The Dalles City Park Association, said deed being recorded in Book 59 of the Deed Records of Wasco County, Oregon on Page 182 thereof, and

Whereas, the First Party is now using only a portion of said real property for public use and does not contemplate using all of said property for public use, and

Whereas, the State of Oregon desires to acquire said property for the purpose of making military use thereof by constructing an armory on said premises.

NOW, THEREFORE, pursuant to law and an order of the County Court of Wasco County, Oregon, and for and in consideration of the sum of One Dollar paid to Wasco County, Oregon, receipt whereof is hereby acknowledged, Wasco County, Oregon has sold and does hereby sell to the State of Oregon the following described property, to-wit:

A parcel of land 200.0 feet by 150.0 feet described as follows: Beginning at a point that is N 40° 10' W. 360.27 feet from the N.E. corner of Wasco County Poor Farm property, thence N 40° 10' W. 200.0 feet. Thence S. 44° 22' W. 150.0 feet. Thence S. 40° 10' E. 200.0 feet. Thence N. 44° 22' E. 150.0 feet to point of beginning, containing 0.688 acres.

Attached hereto and this reference made a part hereof is a map showing in detail the above description. All in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 33, Township 2 North, Range 13 East of the Willamette Meridian, Wasco County, Oregon.

NOW, THEREFORE, KNOW YE, that Wasco County, Oregon, acting through the County Court of said County, and in con-

sideration of the premises and by virtue of the statutes of the State of Oregon in such cases made and provided, does hereby grant, bargain, sell and convey unto the STATE OF OREGON the said real property hereinabove described as fully and completely as the First Party can by virtue of said premises convey the same.

This conveyance is made to the STATE OF OREGON upon the premise that such Grantee shall use the property hereby conveyed for military purposes. In the event that such Grantee, or its assigns, does not use said property for military purposes, or abandon said premises, the same shall revert to the Grantor herein, namely, WASCO COUNTY, OREGON.

Given under the seal of Wasco County, Oregon, this 30<sup>th</sup> day of September, 1952.

WASCO COUNTY, OREGON

By W. R. L. L. L.  
County Judge

By D. M. H. H.  
Commissioner

By W. R. L. L. L.  
Commissioner

ATTESTED:

D. V. Bolton  
County Clerk



INDEXED

80983

DEED

WASCO COUNTY, a Municipal Corporation

to

STATE OF OREGON

STATE OF OREGON,  
County of Wasco, } ss

I, D. V. BOLTON, County Clerk and ex officio Recorder of Conveyances, in and for said county, do hereby certify that the within instrument of writing was received for record and recorded in the record of

DEEDS

of said county, at

FILED  
COUNTY CLERK'S OFFICE

1952 OCT 9 PM 4 15

D. V. BOLTON  
COUNTY CLERK

In Book

124

On Page

411

Witness: D. V. Bolton, County Clerk, attested at

By D. V. Bolton, County Clerk

Return to D. V. Bolton, Deputy

Street

1000

**Agenda Item**  
**Community Corrections Agreements**

- [M57 Grant IGA 4880](#)
- [Level II Substance Abuse Treatment Program](#)

INTERGOVERNMENTAL AGREEMENT #4880  
BETWEEN THE STATE OF OREGON AND WASCO COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Wasco County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between COUNTY corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

## **I        DEFINITIONS**

- A.     Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, excluding the Duration of the Agreement. Plan Modifications are **NOT** Amendments.
- B.     Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- C.     Corrections Information System (CIS): A DEPARTMENT software program containing a data base of information about inmates in prison and on probation, parole and post-prison supervision;
- D.     County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- E.     County Corrections Intervention Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan.
- F.     County Intervention Plan (Plan): A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY’s approach to providing

effective interventions for drug addicted offenders under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.

- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Intervention Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY's Intervention Budget Summary is described in Exhibit A.
- I. M57 Tx: CIS Code provided in the treatment module, for which COUNTY must use to identify the Participants with their program.
- J. Participant: An offender, under supervision of the COUNTY and enrolled in the Plan.
- K. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan; or the Duration of the Agreement.
- L. Sanctions: A response to Participant violations of conditions of the Plan.
- M. Supervisory Authority: The local corrections official or officials designated by COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- N. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

## **II AUTHORITY AND DURATION**

### **A. Authority**

This Agreement is entered into pursuant to the provisions of ORS 423.520.

### **B. Duration**

This Agreement will become effective on the date it is signed by every party to the Agreement and all approvals have been obtained, and will remain in effect until June 30, 2014 or until terminated according to Section XI (*Termination*).

## **III PLAN; PLAN MODIFICATIONS**

- A. The Plan must be received and approved by DEPARTMENT before allocations of funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the



need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

#### **IV AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

#### **V DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
  - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
  - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
  - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
  - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
  - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
  - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
  8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
  9. Co-ed treatment shall be avoided if possible.
  10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
  11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
  2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module
  3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into CIS in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

## **VI DEPARTMENT RESPONSIBILITIES**

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- G. DEPARTMENT will automate both the required Texas Christian University assessment tool and the M57 Tx data field.

## **VII PERFORMANCE GOALS**

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated offenders.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

## VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made within 15 days after execution of this Agreement.
- C. DEPARTMENT will submit payment to COUNTY to the Authorized Representative identified in Section XVIII.
- D. Both parties agree that all reallocations of funds within programs shall require a Plan Modification, in accordance with Section III of this Agreement.
- E. Unexpended Funds: Fund balances remaining after June 30, 2014 may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan. To retain the unexpended funds COUNTY must submit a Plan Modification to DEPARTMENT reflecting the on-going services and requesting an extension of the Duration of the Agreement.
- F. Unauthorized Expenditures: Any grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- G. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$42,888. The maximum grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- H. Disbursement of Grant Funds under this agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## IX NONCOMPLIANCE

- A. The Administrator or designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

**X INDEMNIFICATION.** See Exhibit B.

**XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

**XII COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

**XIII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than three years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

#### **XIV SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

#### **XV GOVERNING LAW; JURISDICTION; VENUE**

This Agreement will be governed by and construed according to the laws of the State of Oregon without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between DEPARTMENT (and/or any other Agency or department of the State of Oregon) and COUNTY that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of MARION County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no way will this Section or any other provision of this Agreement be construed as a waiver by the DEPARTMENT or the State of Oregon of any form of defense or immunity, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

#### **XVI WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

#### **XVII EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

#### **XVIII NOTICE**

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

business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT:       Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
2575 Center St. NE  
Salem, OR 97301  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY:             Robert Martin, Director  
Wasco County Community Corrections  
421 E 7<sup>th</sup> Street Annex B  
The Dalles, OR 97058  
Telephone: 541-506-2570  
Fax: 541-506-2571  
E-mail: robert.v.martin@cc.doc.state.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

#### **XIX   MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

WASCO COUNTY APPROVALS

\_\_\_\_\_  
Jeremiah Stromberg, Assistant Director

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
December 4, 2013  
Date

Reviewed by the  
Oregon Attorney General's Office:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
*/s/ Dee K. Carlson*  
Senior Assistant Attorney General, 6/24/13

\_\_\_\_\_  
December 4, 2013  
Date

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

\_\_\_\_\_  
December 4, 2013  
Date

APPROVED AS TO FORM:

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



**EXHIBIT A**  
**COUNTY INTERVENTION PLAN and BUDGET SUMMARY**  
**WASCO COUNTY**  
**2013-2014 M57 Supplemental Funds**  
**Intervention Program Budget Summary**

<b>Program Expenses</b> (please be detailed)	<b>11-13 M57 Supplemental Funds Carryover</b>	<b>13-14 M57 Supplemental Funds</b>	<b>Other State Funds</b>	<b>County/Local Funds</b>	<b>Total</b>
<b>A. Supervision Related Personnel Costs</b>  Salaries and wages (include position FTE and type)  Payroll taxes and benefits	0.00	0.00	0.00	0.00	
<b>B. Materials and Services</b>	NA	NA	NA	NA	
<b>C. Treatment Provider and/or Contracted Professional Services</b>	\$1,900	\$42,888	NA	NA	\$44,788
<b>D. Sanction Costs (by type)</b>	NA	NA	NA	NA	
<b>E. Capital Outlay and Start- Up Costs</b>	NA	NA	NA	NA	
<b>Total</b>	\$1,900	\$42,888			\$44,788

### **Wasco County Community Corrections M57 2013-2014 Intervention Summary**

Wasco County contracts a level II substance abuse intensive outpatient treatment program with Crossroads Counseling in The Dalles, OR. This program provides three group meetings per week as well as one-on-one meetings with the counselor for clients in the program. The program provides random weekly drug testing and also provides various incentives at various stages of treatment. Crossroads supplies monthly status reports to our office on participants. Our POs work closely with Crossroads to provide the greatest opportunity for participants' successful completion of the program. The program utilizes the TCU treatment process model.

**EXHIBIT B  
INDEMNIFICATION**

**WASCO COUNTY**

**Contribution**

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

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

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

**Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

### **Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

### **Subcontractor Insurance Requirements**

#### **GENERAL.**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### **TYPES AND AMOUNTS.**

#### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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

# **Wasco County Community Corrections**

## **Contract Agreement**

### **Level II Substance Abuse Treatment Program**

Contract is entered into by and between Wasco County Community Corrections, hereinafter referred to as WCCC, and Anne Webber (Crossroads Counseling), sometimes referred to as Provider, for providing substance abuse treatment services to WCCC High and Medium risk Community Corrections clients.

#### **SECTION 1: PROVIDER**

Provider agrees to provide intensive outpatient Level II substance abuse treatment programming to referred WCCC clients as agreed upon in this contract. This contract describes the relationship between WCCC and Provider as a contractor of services for WCCC. The services agreed to be provided by Provider for WCCC clients will include:

A.) Consultation with the WCCC staff regarding the Level II program clients, to include: strategies, goals, achievements, problems, and client disciplinary actions. Provider will communicate with WCCC regarding clients as needed and as requested by WCCC.

B.) Monthly client status reports to WCCC on each client participating in the program that reflects the offender's compliance and progress in the program, attendance, drug tests, and relevant issues.

C.) Provider will assess and evaluate clients for appropriate level of treatment using the American Society of Addiction Medicine (ASAM) standards.

D.) Provider will give the clients a written set of rules, requirements, and expectations, including consequences for non-compliance and incentives for success upon entry into the program.

E.) Provider will provide material incentives for encouraging client's successful completion of programming in the form of \$5.00 gift cards for local coffee shops and/or fast food establishments to be provided for successfully achieving specific bench marks in treatment. There shall be not less than three separate and specific benchmarks during the course of treatment for which three separate incentives will be rewarded.

F.) The treatment program will be based on an evidence based curriculum approved by this department (which will include work books and home work), and address issues of client motivation. Treatment options shall be available consistent with the client's assessed stage of change.

G.) Treatment shall be based on cognitive and behavioral interventions and social learning approaches. The treatment program will be of sufficient length and intensity to produce stable behavioral changes based on replacing thinking errors with pro-social cognitive skills and practicing new skills for avoiding drug use.

H.) Provider will conduct weekly random "observed" drug tests on all participants. Tests will be conducted by the provider (urine or saliva). Testing frequency may decrease to random tests twice per month after the client has had 60 days in treatment without a positive drug test. Random drug tests will continue after that point but may be reduced to twice per month (random). If the client does not admit to a positive test result (as per a signed admission) the sample will be sent to a toxicology lab and confirmed results obtained. Drug test results (both positive and negative) will be forwarded in hard copy to WCCC in a timely manner.

I.) Client consequences for program violations shall utilize a graduated continuum of sanctions in concert with WCCC to address failings and redirect clients towards continuation and completion of the program prior to a termination action.

J.) Treatment shall include: relapse prevention planning and comprehensive transition planning and after-care planning to insure ongoing success.

K.) Provider will have treatment staff that are certified in Oregon as Certified Alcohol and Drug Counselors (CADC).



L.) Provider will have Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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

## **SECTION 2: WCCC**

A.) WCCC will provide referral forms and release of information forms for referred clients to the provider along with additional information pertaining to the client's behavior, compliance, and pertinent issues, as necessary to affect positive outcomes in treatment.

B.) WCCC will consult with the Provider as needed and requested regarding client issues.

C.) WCCC will work in concert with Provider to implement graduated sanctions as consequences for program violations to address failings and redirect clients towards continuation and completion of the program prior to a termination action.

## **SECTION 3: PAYMENT**

A.) WCCC agrees to pay \$824.00 per week for service of up to seven (7), "client slots" to receive the previously described intensive outpatient level II treatment services. The weekly amount will cover all associated requirements and programming, evaluations, drug testing, and incentives as outlined in this document.

## **SECTION 4: CONTRACTUAL REQUIREMENTS**

### **A. AUTHORITY TO ENTER CONTRACTS**

Anne Webber hereby certifies they possess the legal authority to enter into this contract.

### **B.) SUBCONTRACTS**

To ensure compliance with program requirements, Anne Webber shall not subcontract or assign services under this Contract to any other individual or organization, without the written authorization of WCCC.

C.) CHANGES

Anne Webber or WCCC may, from time to time, request changes in the scope of the services to be performed under the Contract. Such changes, including any increase or decrease in the contract amount, which are mutually agreed upon by and between Anne Webber and WCCC, must be incorporated by written amendments to this Contract, and must be signed, dated by both parties.

D.) TERMINATION OF THE CONTRACT

For any reason, Anne Webber or WCCC may, by written notice, suspend activities or terminate this Contract with 30 day notice; otherwise this Contract shall continue in operation until written notification of termination.

**SECTION 5: INDEMNIFICATION**

A.) Provider: Anne Webber (Crossroads Counseling):

Anne Webber shall defend, save, hold harmless, and indemnify WCCC, their officers, employees, agents and members from and against all claims, suits, or actions, losses, damages, and liabilities of any nature whatsoever resulting from, arising out of, as relating to the activities of WCCC, under this Contract.

B.) WCCC

WCCC shall defend, save hold harmless, and indemnify Anne Webber (Crossroads Counseling), from and against all claims, suits, or actions, losses, damages, and liabilities of any nature whatsoever resulting from, arising out of, as relating to the activities of Anne Webber (Crossroads Counseling), under this Contract.

**SECTION 6: DISPUTES**

A.) WCCC and Anne Webber jointly agree to attempt to resolve any disputes arising from this contract by negotiation and to exhaust all administrative remedies prior to bringing litigation in court.

B.) If any Contract provision shall be held invalid or unenforceable by any court, such holdings shall not invalidate or render unenforceable any other contract provision.

**SECTION 7: ENTIRE CONTRACT**

A.) This contract constitutes the entire subject matter thereto, superseding all negotiations, prior discussions and preliminary contracts made prior to the effective date of the Contract. All modifications of the Contract shall be in writing and shall be signed by an authorized representative of each party.



## SECTION 8: MANIFESTATION OF MUTUAL ASSENT

This Contract is in effect for twelve (12) months beginning on the 1<sup>st</sup> day of JANUARY, 2014 (year) and ending on the 31<sup>st</sup> day of DECEMBER, 2014 (year), by mutual assent of WCCC and ANNE WEBBER.

## SECTION 9: SIGNATURES

For:

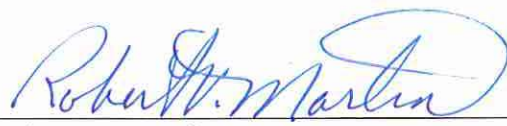
Anne Webber, CADIC I, Crossroads Counseling  
508 Washington St.  
The Dalles, OR 97058

  
\_\_\_\_\_  
Anne Webber

11/5/13  
\_\_\_\_\_  
DATE

For:

Wasco County Community Corrections

  
\_\_\_\_\_  
Robert V. Martin  
Director of Community Corrections

11-5-13  
\_\_\_\_\_  
DATE

For : Wasco County

\_\_\_\_\_  
Rod Runyon  
Wasco County Commissioner

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Scott Hege  
Wasco County Commissioner

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Steve Kramer  
Wasco County Commissioner

\_\_\_\_\_  
DATE

APPROVED BY COUNTY COUNSEL:

By \_\_\_\_\_  
Eric Nisley  
District Attorney

\_\_\_\_\_  
DATE

## **Agenda Item Budget Adjustments**

- [M57 Grant](#)
- [Veterans Outreach Grant](#)
- [CAMI Grant](#)
- [Homeland Security Program Grant](#)

## **Budget Adjustments M57 Grant**

- [Budget Request](#)
- [Resolution #13-122 Accepting & Appropriating  
M57 Grant Funds](#)

<b>Date</b>	11/16/13	<b>Department</b>	Community Corrections
<b>Amount Requested</b>	8,878	<b>Requested By</b>	Robert Martin
<b>Description of Need</b>	The M57 Grant (supports level II out patient treatment) was budgeted at anticipated amount of \$35,910. The award amount is more than anticipated by \$8,878. The increased amount will be spent on a contract with Crossroads Counseling, increasing their service. This lives in the Community Corrections Fund 227.		
<b>Exp</b>	Line Item In:		
	Line Item Out: 227.16.5227.52427 Contr srvcs – Outpatient A/D		
<b>Grant</b>	Rev Line Item: 227.16.5227.412.610 Treatment Grants		
	Exp Line Item:		
<b>Signature</b>	MONICA MORRIS		
	Resolution please		

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

IN THE MATTER OF ACCEPTING AND	)	
APPROPRIATING UNANTICIPATED STATE	)	RESOLUTION
OF OREGON M57 GRANT FUNDS	)	#13-122
IN THE AMOUNT OF \$8,878.00 FOR THE	)	
2013-2014 FISCAL YEAR	)	

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

IT APPEARING TO THE BOARD: That at the time of the adoption of the 2013-2014 Budget Document Wasco County's Community Corrections Department did not anticipate an increase of \$8,878.00 in M57 Grant funds to support Level II outpatient treatment during said Fiscal Year; and

IT FURTHER APPEARING TO THE BOARD: That the Wasco County Community Corrections Department will receive \$8,878.00 in unanticipated M57 Grant funds for services during Fiscal Year 2013-2014.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$8,878.00 in unanticipated State of Oregon funds are accepted to the Community Corrections Department Account #227.16.5227.412.610 entitled "Treatment Grants" and are appropriated to the Community Corrections Account #227.16.5227.52427 entitled "Contract Services – Outpatient A/D" for the delivery of services during Fiscal Year 2013-2014.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Chair of Commission

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Scott C. Hege, County Commissioner

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Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney

## **Budget Adjustments Veterans Outreach Grant Funds**

- [Budget Request](#)
- [Resolution #13-123 Accepting & Appropriating  
Veterans Outreach Grant Funds](#)

<b>Date</b>	11/01/13	<b>Department</b>	VETERANS
<b>Amount Requested</b>	10,000	<b>Requested By</b>	RUSSELL JONES
<b>Description of Need</b>	The state has sent to the County's an Extended Outreach Grant. Wasco County's grant is \$10,000 and covers two years. Our Veterans Service Officer has chosen to spend this by increasing the hours the Veterans Intake Coordinator works by 4.5 hours per week this fiscal year only.		
<b>Exp</b>	Line Item In:		
	Line Item Out: 101.18.5153.51024 OFFICE SPECIALIST II		
<b>Grant</b>	Rev Line Item: 101.18.5153.412.681 STATE GRANT		
	Exp Line Item:		
<b>Signature</b>	MONICA MORRIS		
	Resolution please		



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

IN THE MATTER OF ACCEPTING AND	)	
APPROPRIATING UNANTICIPATED STATE	)	RESOLUTION
EXTENDED OUTREACH GRANT FUNDS	)	#13-123
IN THE AMOUNT OF \$10,000.00 FOR THE	)	
2013-2014 FISCAL YEAR	)	

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

IT APPEARING TO THE BOARD: That at the time of the adoption of  
the 2013-2014 Budget Document Wasco County's Veterans Services  
Department did not anticipate receiving \$10,000.00 in Extended Outreach  
Grant funds during said Fiscal Year; and

IT FURTHER APPEARING TO THE BOARD: That the Wasco County  
Veterans Services Department will receive \$10,000.00 in unanticipated  
Extended Outreach Grant funds which the Veterans Service Officer intends

to use to increase the hours of the Veterans Intake Coordinator by 4.5 hours per week during Fiscal Year 2013-2014 only.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$10,000.00 in unanticipated State of Oregon funds are accepted to the Wasco County Veterans Services Department Account #101.18.5153.412.681 entitled "State Grant" and are appropriated to the Veterans Services Department Account #101.18.5153.51024 entitled "Office Specialist II" for wages during Fiscal Year 2013-2014.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Chair of Commission

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Scott C. Hege, County Commissioner

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Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney

## **Budget Adjustments CAMI Grant**

- [Grant](#)
- [Budget Request](#)
- [Resolution #13-124 Accepting & Appropriating  
CAMI Grant Funds](#)

ELLEN F. ROSENBLUM  
Attorney General



**DEPARTMENT OF JUSTICE**  
Crime Victims' Services Division

**Received**  
MARY H. WILLIAMS  
Deputy Attorney General  
OCT 9 2013

Department of Justice  
Crime Victims' Services Division  
Grant Unit

**2013-2015 STATE CHILD ABUSE MULTIDISCIPLINARY  
INTERVENTION (CAMI) GRANT PROGRAM AWARD**

<b>1. Applicant Agency's Name and Address</b>  Wasco County, acting by and through its District Attorney's Office 511 Washington St., Ste. 304 The Dalles, Oregon 97058-2231  Contact Name: Ms. Leslie Wolf Telephone: (541) 506-2680 Fax: (541) 506-2681 E-mail: lesliew@co.wasco.or.us	<b>2. Special Conditions:</b>  This grant project is approved subject to such conditions or limitations as set forth in ORS 418.746-418.793 and the grant application instructions.  <b>3. Statutory Authority for Grant:</b>  ORS 418.746
<b>4. Award Number:</b>  CAMI-MDT-2013-WascoCo, DAVAP-00033	<b>5. Award Date:</b>  July 1, 2013
<b>6. Grantee Tax Identification Number:</b>  95-6002315	<b>7. Type of Recipient:</b>  District Attorney's Office/Victim Assistance Program
<b>8. Project Period:</b>  July 1, 2013 – June 30, 2015	<b>9. Total Grant Award Amount:</b>  Allocation Amount: \$ 93,030.66 Carry Over Amount: \$ 1,450.44 Total Amount: \$ 94,481.10
<b>10. Semi-Annual Progress Reports:</b>  January 31, 2014 July 20, 2014 January 31, 2015 July 20, 2015 (final)	<b>11. Financial Reports Due Dates:</b>  October 31, 2013      October 31, 2014 January 31, 2014      January 31, 2015 April 30, 2014      April 30, 2015 July 20, 2014      July 20, 2015 (final)
This award is contingent upon the contractor agreeing to the attached assurances and terms of award for the grant entitled "State Child Abuse Multidisciplinary Intervention (CAMI) Grant Award". This award document, the certified assurances and terms of award must be signed by an authorized official in order to validate the acceptance of this award.	

DM #4648522

OREGON DEPARTMENT OF JUSTICE  
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT

INTERGOVERNMENTAL GRANT AGREEMENT  
CAMI-MDT-2013-WASCO Co.DAVAP-00033

**BETWEEN:** State of Oregon, acting by and through (Grantor)  
its Department of Justice,  
1162 Court St. NE  
Salem, Oregon 97301-4096  
Facsimile Number: (503) 378-5738

**AND:** Wasco County, acting by and through its (Grantee)  
District Attorney Office  
511 Washington St., Ste. 304  
The Dalles, Oregon 97058-2231  
Facsimile Number: (541) 506-2681

**PROJECT START DATE:** July 1, 2013

GRANT AWARD PROVISIONS

SECTION 1  
LEGAL BASIS OF AWARD

Section 1.01. Legal Basis for Award. Pursuant to ORS 418.746, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. This Agreement will become effective on the date when all required signatures have been obtained, including any necessary approvals.

Section 1.04. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement (except Exhibits and documents incorporated herein), Exhibits A through C, Grant Management Handbook, the grant RFA, Grantee's Application, and progress report(s). In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

## TERMS AND CONDITIONS

### SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$93,030.66 (the "Grant") from the Child Abuse Multidisciplinary Intervention Account to financially support and assist Grantee's implementation of the Grantee's Application submitted in E-Grants and dated as of April 18, 2013, as updated by supplemental information submitted by Grantee to Grantor on October 1, 2013, all of which are incorporated herein by this reference and collectively referred to as the "Project." Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Child Abuse Multidisciplinary Intervention Account program and other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall carry out this Agreement on behalf of the multidisciplinary team. The multidisciplinary team shall implement the Project, using CAMI grant funds only for Project purposes.

Section 2.03. Disbursement of Grant Moneys. Subject to Sections 2.04, 2.05 and 2.06, Grantor shall disburse the Grant moneys to Grantees on a quarterly basis.

(a) Additionally, up to \$1,450.44 on the date of this Agreement by hereby permitting Grantee to retain (and expend in accordance with this Agreement) funds previously provided to Grantee in prior grant periods, which funds remained unexpended by Grantee on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee is in compliance with all reporting requirements of all active or prior CAMI grants through the CAMI grant program, including, but not limited to:
  - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.05) appropriately describing the expenses incurred during the previous quarter.
  - (ii) Grantor has received a copy of the completed semi-annual summary to report on the progress of the Project Goals, Objectives and Performance Measures as described in Section 5.05(b).

(iii) Grantor has received sufficient information in CVSD E-Grants to compile 2013-2014 and future annual reports as described in Section 5.05(c).

(d) No default as described in Section 6.03 has occurred;

(e) Grantee has submitted the required information to resolve all of the conditional eligibility criteria by the deadlines set forth in the CVSD E-Grants Modification Announcement found in CVSD E-Grants;

(f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

"None at this time."

Section 2.06. Grant Availability Termination. Except for the final payment, the availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.03 shall end on June 30, 2015 (the "Availability Termination Date"). Grantor will disburse final Grant payment after the Availability Termination Date subject to Grantee's successful submission of final Grant financial report as provided in Section 5.05(c).

### SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to conduct an activity or complete a project falling within a Service Area, as described in Exhibit A, and is further limited as set forth in Exhibit B. Grantee's use of Grant moneys is further limited by the following budget categories set forth in the revised budget (the "Budget") submitted to Grantor on October 1, 2013: Personnel, Services and Supplies, and Other Expenses (the "Budget Categories"). Grantee's use of Grant moneys in a particular Budget Category may not exceed the amount specified therefore in the Budget. Grantee may not transfer Grant moneys between or among Budget line items except with the prior written approval of Grantor. At no time may a budget modification change the scope of the original grant application or grant agreement.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement or to replace funds previously allocated by Grantee for child abuse intervention.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor or, with Grantor's prior written approval, carried over to another award from the Child Abuse Multidisciplinary Intervention Account. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have

elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

#### SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

#### SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the Project Start Date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Start Date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than June 30, 2015 provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, the Grantee shall not be required to complete the project.

Section 5.03. Service Area Activities. Grantee shall conduct at least one activity or complete at least one project falling within at least one of the Service Areas no later than the Availability Termination Date.



Section 5.04. Confidentiality. In order to ensure the safety of child victims and non-offending family members of child abuse, domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the recipient of services or the recipient's responsible parent or guardian about whom information is sought, whether for this Project or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual of a victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.

Section 5.05. Reporting Requirements. Grantee shall submit all reports through the CVSD E-Grant system at [www.cvsdegrants.com](http://www.cvsdegrants.com).

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending: September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports as described in the CVSD E-Grant system.
- (b) Semi-Annual Program Report. Twice in each year of the grant, Grantee shall submit program progress and service information describing the activities of the Multidisciplinary Team (MDT) for that six-month period. Reports will be due no later than 30 days after the end of the calendar quarters ending December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall prepare and submit. These reports will document grant-funded activity as listed in the Intervention Plan, described in ORS 418.746(5)(a), and will document the number of children served by the MDT, the types of services provided, and compliance with Karly's Law (ORS 419B.022 *et. seq.*).

- (c) Annual Report. Combined, through CVSD E-Grants, the Quarterly Financial Report and the Semi-Annual Program Report, due no later than 30 days after the close of the 12 month period (June 30, 2014 and June 30, 2015) may replace Grantee's formal submission of an Annual Report. Otherwise, an Annual Report, through CVSD E-Grants, will be due no later than 90 days after the final payment of the fiscal year (July, 2014 and July, 2015). Grantor reserves the right to request further information in accordance with the need to compile annual program service and financial information.

Section 5.06. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.07. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other State or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.

Section 5.08 Meeting Documentation. MDT Administrative Business. The MDT must keep minutes from each MDT administrative meeting or any administrative discussion during any meeting. Grantee shall ensure that the MDT keeps proper minutes from each MDT administrative meeting as it occurs. Administrative discussion includes but is not limited to the changes to the grant Intervention Plan, requests to redirect grant funds, and changes to roles or personnel on the MDT. Per 5.09 below, Grantor periodically may request to review meeting minutes. Grantor will require meeting minutes as part of any budget revision discussion, indicating the MDT's approval for any change to the MDT budget.

Section 5.09. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Availability Termination Date set forth in Section 2.06 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Grantor's Child Abuse Multidisciplinary Intervention Account coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee's use of the Grant moneys.

Section 5.10. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.11. Grant Management Handbook. Grantee shall comply, and cause its subgrantees to comply, with the terms of the Grant Management Handbook available at <http://www.doj.state.or.us/victims/cami.shtml>, and incorporated herein.

## SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination for Convenience; Termination by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other

expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Child Abuse Multidisciplinary Intervention Account to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (b) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (c) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If a party's default is not cured within fifteen (15) days of written notice thereof to the other party (or such longer period as the notifying party may authorize in its sole discretion), the notifying party may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future CAMI Account awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantor terminates this Agreement as a result of Grantee's default, Grantee shall return all unexpended

funds to Grantor. The parties shall engage in nonbinding discussions to give the alleged defaulting party an opportunity to present reasons why it believes it is not in default or that the default is not material and give the notifying party an opportunity to withdraw its notice. The parties may also negotiate an appropriate resolution of the default, including without limitation the amount of any misexpended funds.

## SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants.

Section 7.05. Subcontracts, Successors and Assignments.

a. Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Oregon Criminal Fines Account or General Funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

- (e) **Indemnification by Subcontractors.** Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.
- (f) **Subcontractor Insurance Requirements.** Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS on Exhibit C, attached hereto and incorporated by reference herein, and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. **False Claim Act.** Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. **Time is of the Essence.** Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. **Survival.** All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.09, Records and Inspection; and Section 7, MISCELLANEOUS, and any other provisions that by their terms are intended to survive termination of this Agreement.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

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



STATE OF OREGON

Acting by and through its Department of Justice

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

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: \_\_\_\_\_

10/15/13

AUTHORIZED AGENT FOR GRANTEE

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

Name: Eric J. Nisley

Title: Wasco District Attorney

Date: \_\_\_\_\_

10-8-13

DM #4648522



**EXHIBIT A**  
**GRANT AWARD SERVICE AREAS**

The Grant moneys are awarded solely for activities and projects falling within the following Service Areas:

**1. Assessment Services.** Assessment services are medical assessments of, intervention services to or psycho-social assessments of children in Oregon suspected of being victims of abuse or neglect. For purposes of this description, the phrases medical assessment, intervention service and psycho-social assessment have the following meanings:

**Medical Assessment** means an assessment by or under the direction of a physician who is licensed to practice medicine in Oregon and trained in the evaluation, diagnosis and treatment of child abuse and includes, but is not limited to, the taking of a thorough medical history, a complete physical examination, an interview for the purpose of making a medical diagnosis, a determination of whether or not the child has been abused or neglected, and identification of appropriate treatment or referral for follow-up for the child.

**Intervention Service** means a service provided by criminal justice or child protective services staff to intervene effectively in a case of suspected child abuse.

**Psycho-Social Assessment** means an evaluation of the child and his or her family to determine the need for services to reduce the adverse reaction to victimization and the availability of resources to meet those needs.

**2. Advocacy Services.** Advocacy services are services that reduce additional trauma to children (and their families) in Oregon suspected of being victims of abuse or neglect or that support the identification and development of therapeutic services to such children (and their families). Advocacy services include, but are not limited to, protective services, intervention advocacy, prevention advocacy and professional training and education, all as described below:

**Protective Services** means activities that are required to protect the child, prevent future abuse, and support the healing process associated with the abuse or neglect related trauma.

**Intervention Advocacy** means activities identified at the local and state level to provide more effective intervention for victims of child abuse or neglect.

**Prevention Advocacy** means activities associated with local and state fatality reviews or subsequent prevention strategies to reduce abuse or neglect related fatalities.

**Professional Training and Education** means support for professional training and education or for educational resources such as a clearinghouse, speakers bureau, or library, for professionals involved in child abuse and neglect intervention.

3. **Treatment Services.** Treatment services are information, referral or treatment for child abuse or neglect victims and their families. For purposes of this description, the words information, referral and treatment have the following meanings:

**Information** means providing information regarding treatment resources.

**Referral** means referral to therapeutic services.

**Treatment** means providing and coordinating therapeutic treatment intervention.

**Exhibit B**  
**ELIGIBLE EXPENSES**

Grant moneys may be used only for the following expenses necessarily incurred by Grantee in conducting an activity or completing a project falling within a Service Area:

1. Costs for staff, interviewers, interpreters, prosecutors (Deputy District Attorneys) and expert witnesses.
2. Costs for services, supplies, rent, and capital equipment.
3. Other operational expenses necessarily incurred in connection with a particular project or activity falling within a Service Area.

**EXHIBIT C**  
**SUBCONTRACTOR INSURANCE REQUIREMENTS**

**A. REQUIRED INSURANCE.** Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

☒ Required by Agency   ☐ Not required by Agency.

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

☒ Required by Agency   ☐ Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontractor shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

☒ Required by Agency   ☐ Not required by Agency.

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

☒ Required by Agency   ☐ Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned,

or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

**B. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**C. "TAIL" COVERAGE.** If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

**D. CERTIFICATE(S) OF INSURANCE.** Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.

<b>Date</b>	11/01/13	<b>Department</b>	District Attorney
<b>Amount Requested</b>	7,241	<b>Requested By</b>	ERIC NISLEY
<b>Description of Need</b>	<p>Child Abuse Multidisciplinary Intervention (CAMI) Grant has been awarded for more than what was anticipated and budgeted. This adjustment is for the increase in award only. The grant amount already budgeted is \$40,000 and the newly awarded amount is \$47,241, resulting in the budget adjustment being the \$7,241 increase.</p>		
<b>Exp</b>	<p>Line Item In:</p> <p>Line Item Out: 101.19.5133.52703 \$2500 Training &amp; Education-CAMI</p> <p>Line Item Out: 101.19.5133.52331 \$4741 Medical Care &amp; Assessment</p>		
<b>Grant</b>	<p>Rev Line Item: 101.19.5133.412.617 CAMI Grant</p> <p>Exp Line Item:</p>		
<b>Signature</b>	MONICA MORRIS		
	Resolution please		

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

IN THE MATTER OF ACCEPTING AND	)	
APPROPRIATING UNANTICIPATED ADDITIONAL	)	
CHILD ABUSE MULTIDISCIPLINARY	)	RESOLUTION
INTERVENTION (CAMI) GRANT FUNDS	)	#13-124
IN THE AMOUNT OF \$7,241.00 FOR THE	)	
2013-2014 FISCAL YEAR	)	

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

IT APPEARING TO THE BOARD: That at the time of the adoption of  
the 2013-2014 Budget Document the Wasco County District Attorney's Office  
budgeted \$40,000 for the CAMI Grant; and

IT FURTHER APPEARING TO THE BOARD: That the CAMI Grant  
came in for \$47,241 - \$7,241 more than the budgeted amount; and

IT FURTHER APPEARING TO THE BOARD: That the Wasco County District Attorney's Office did not anticipate the additional \$7,241 in CAMI Grant funding for the 2013-2014 Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$7,241 in unanticipated CAMI Grant funds are accepted to the Wasco County District Attorney's Account #101.19.5133.412.617 entitled "CAMI Grant" and are appropriated to the District Attorney's Accounts:

#101.19.5133.52703 entitled Training & Education – CAMI \$2,500

#101.19.5133.52331 entitled Medical Care & Assessment \$4,741

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Chair of Commission

---

Scott C. Hege, County Commissioner

---

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney



## **Budget Adjustments Homeland Security Program Grant**

- [Grant](#)
- [Budget Request](#)
- [Resolution #13-125 Accepting & Appropriating  
Homeland Security Program Grant Funds](#)

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
STATE HOMELAND SECURITY PROGRAM GRANT  
CFDA # 97.073  
WASCO COUNTY  
Wasco County Communications Enhancement Program  
\$96,122  
Grant No: 13-242**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Wasco County**, hereinafter referred to as “Subgrantee,” and collectively referred to as the “Parties.”

**1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2013** and ending, unless otherwise terminated or extended, on **August 31, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

**2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subcontractor Insurance**

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

**3. Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$96,122** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2013 State Homeland Security Grant Program (SHSP). Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.

**4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

**5. Reports.** Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

**a. Performance Reports.**

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones, goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2013 State Homeland Security Grant Program and how they address identified project specific milestones, goals and objectives.
- ii. Reports are due to OEM on or before the 15<sup>th</sup> day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

**b. Financial Reimbursement Reports.**

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than one month following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

**c. Audit Reports.** Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

**6. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the State Homeland Security Program (SHSP) Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA) , that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at [http://www.oregon.gov/OMD/OEM/Pages/plans\\_train/grant\\_info.aspx](http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx).

- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
  - iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Subgrantee.** Subgrantee represents and warrants to OEM as follows:

- a. Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subgrantee is a party or by which Subgrantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subgrantee of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subgrantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2013 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through the OEM at  
[http://www.oregon.gov/OMD/OEM/Pages/plans\\_train/NIMS.aspx](http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx).

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

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

- a. Records, Access to Records and Facilities.** Subgrantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subgrantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. Audits.**
  - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
  - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
  - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

**9. Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

- a. Subagreements.** Subgrantee may enter into agreements (hereafter “subagreements”) for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
  - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
  - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
  - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee’s property or equipment inventory system.
  - ii. Subgrantee’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
  - iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
  - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
  - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
  - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
  - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
  - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Grant Program.
- c. **Subagreement indemnity; insurance.** *Subgrantee's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

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

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

## 10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
  - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. GENERAL PROVISIONS

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



With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim ), OEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of Subgrantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subgrantee on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subgrantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

- f. No Third Party Beneficiaries.** OEM and Subgrantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- j. Insurance; Workers' Compensation.** All employers, including Subgrantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS

656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

**Wasco County**

By Lane Magill

Name Lane Magill  
(printed)

Date 10/29/13

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required for Subgrantee)

By [Signature]  
Subgrantee's Legal Counsel

Date 11-4-13

**Subgrantee Program Contact:**

Lane Magill  
Chief Deputy Sheriff  
Wasco County Sheriff's Office  
511 Washington Street, Ste 102  
The Dalles, OR 97058  
541-506-2592  
lanem@co.wasco.or.us

**Subgrantee Fiscal Contact:**

Monica Morris  
Finance Manager  
Wasco County  
541-506-2770  
monicam@co.wasco.or.us

**OEM**

By Matthew T. Makheine

Name Matthew T. Makheine  
(printed)

Title Manager Plans & Training

Date 11/5/13

**APPROVED AS TO FORM**

By: Keith L. Kutler, via email  
Assistant Attorney General

Date: October 3, 2013

**OEM Program Contact:**

Sidra Metzger-Hines  
Grants Coordinator  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-2911 extension 22251  
sidra.metzgerhines@state.or.us

**OEM Fiscal Contact:**

Dan Gwin  
Grants Accountant  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-2911 extension 22290  
dan.gwin@state.or.us

## **EXHIBIT A**

### **Project Description and Budget**

#### **I. Project Description**

Project Title: Wasco County Communications Enhancement Program

Purchase and equip local rural fire/EMS agencies with P25 compliant, narrow band capable portable and mobile radios and ancillary radio equipment. Provide pager coverage to all rural first responders.

Provide enhanced radio coverage throughout Wasco County through the acquisition and deployment of a vehicular repeater.

#### **II. Budget**

Interoperable Communications	\$96,122
<b>Total</b>	<b>\$96,122</b>

## EXHIBIT B

### Federal Requirements and Certifications

**I. General.** Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

### II. Specific Requirements and Certifications

**A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.

**B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.

**C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:

1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation for the active tracking and monitoring of property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2, including without limitation, as provided in 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies.
3. Audit Requirements set forth in OMB Circular A-133.
4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. The Freedom of Information Act (FOIA), 5 USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
6. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.

7. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
8. Protection of Human Subjects, set forth in 45 CFR Part 46.
9. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.b
10. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
11. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
12. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
13. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
14. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
15. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

**D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.**

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, as amended.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
  - d. Age Discrimination Act of 1975, 42 USC § 6101.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.

3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

**E. Environmental and Historic Preservation.**

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
  - b. National Historic Preservation Act, 16 USC § 470 et seq.
  - c. Endangered Species Act, 16 USC § 1531 et seq.
  - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

**F. Drug Free Workplace Requirements (2 CFR Part 3001).** Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

**G. Classified National Security Information.** No funding under this Agreement shall be used to support a contract, subgrant or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection



against unauthorized disclosure and is marked to indicate its classified status when in documentary form. See award notification.

**H. Human Trafficking (2 CFR Part 175).** Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

**I. Fly America Act of 1974.** Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

**J. Activities Conducted Abroad.** Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**K. Acknowledgement of Federal Funding from DHS.** Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**L. Copyright (44 CFR Part 13.34).** Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

**M. Use of DHS Seal, Logo and Flags.** Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**N. Personally Identifiable Information (PII).** Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

- O. No supplanting.** Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.
- P. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

## **EXHIBIT C**

### **Subagreement Insurance Requirements**

#### **GENERAL.**

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

#### **TYPES AND AMOUNTS.**

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

ii. **COMMERCIAL GENERAL LIABILITY.**

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

**Bodily Injury, Death and Property Damage:**

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

**Bodily Injury, Death and Property Damage:**

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

**“TAIL” COVERAGE.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor’s completion and Subgrantee’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

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

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

<b>Date</b>	11/06/13	<b>Department</b>	Sheriff's Office
<b>Amount Requested</b>	\$96,122	<b>Requested By</b>	Lane Magill
<b>Description of Need</b>	Oregon Military Dept Office of Emerg Mgmt has awarded Wasco County a State Homeland Security Program Grant to enhance communications. This competitive grant is for \$96,122 and will be used to purchase communications equipment for a number of emergency agencies around the county in this fiscal year.		
<b>Exp</b>	Line Item In: Line Item Out: 101.16.5131.53309 Equipment - Communications		
<b>Grant</b>	Rev Line Item: 101.16.5131.413.912 State Homeland Security #97.073 Exp Line Item:		
<b>Signature</b>	MONICA MORRIS		
	Resolution please		

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

IN THE MATTER OF ACCEPTING AND )  
APPROPRIATING UNANTICIPATED STATE )  
HOMELAND SECURITY PROGRAM GRANT ) RESOLUTION  
FUNDS IN THE AMOUNT OF \$96,122.00 ) #13-125  
IN THE 2013-2014 FISCAL YEAR )

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

IT APPEARING TO THE BOARD: That at the time of the adoption of  
the 2013-2014 Budget Document the Wasco County Sheriff's Department did  
not anticipate the award of \$96,122 State Homeland Security Grant award  
from the Oregon Military Department Office of Emergency Management; and

IT FURTHER APPEARING TO THE BOARD: That the Wasco County  
Sheriff's Department will receive \$96,122 in unanticipated Homeland Security  
Grant funds to be used to purchase communications equipment for a number  
of emergency agencies around the County this fiscal year; and

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$96,122 in unanticipated State Homeland Security Program Grant funds are accepted to the Wasco County Sheriff Department's Account #101.16.5131.413.912 entitled "State Homeland Security #97.073" and are appropriated to the Sheriff Department's Account 101.16.5131.53309 entitled Equipment – Communications.

DATED this 4<sup>th</sup> day of December, 2013.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Chair of Commission

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Scott C. Hege, County Commissioner

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Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney

**Agenda Item**  
**Vehicle Purchase**

- [Gresham Ford Quote](#)
- [Suburban Auto Group Quote](#)
- [Schultens Motors Fleet Concession Quote](#)
- [Quote Requests](#)



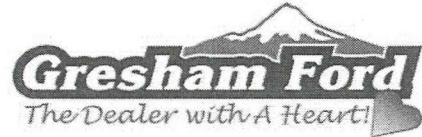
Annette Wetzel  
Municipal/Commercial Fleet Manager  
Office 503.489.1605  
Cell 503.969.4184  
Fax 503.665.0497

Annette@GreshamFord.com

Awarded the State of Oregon Contract #0434

**Gresham Ford Fleet Department**

1999 East Powell Blvd  
Gresham OR 97080



Special Bid Worksheet -	
Unit Type - New 2014 Police Interceptor Utility	Item - K8A/500A
State of Oregon 2014 Model Year Base Price	\$25,128.58
99R - 3.7L V6 Ti-VCT	standard equipment
44C - Six Speed Automatic Transmission	standard equipment
YZ - Oxford White	standard equipment
9W - Front Cloth Buckets/Rear Vinyl Bench	standard equipment
52P - Hidden Door Lock Plunger & Inoperable rear door handles	\$140.00
595 - Keyless w/o Pad	\$227.00
60A - Grill Wiring	\$45.00
Power Drivers Seat	standard equipment
Delivery to Salem	Included
Delivery to The Dallas	\$60.00
Total Purchase Order Price per Vehicle	<b>\$25,600.58</b>
Phone #	541.506.2592
Contact Name	Lane McGill
E-Mail	lanem@co.wasco.or.us

12-14 week production estimate

Eco-Boost Engine now available in the PI Utility \$3120

**Prepared For:**  
Lane Magill  
Wasco County

**Prepared By:**  
DJ ANDERSON  
Suburban Auto Group  
36936 Hwy. 26  
Sandy, OR 97055  
Phone: (503) 454-4960  
Fax: (503) 668-4359  
Email: dj@suburbanautogroup.com

## **2014 Ford Utility Police Interceptor**

### **K8A AWD 4dr**

Photo may not represent exact vehicle or selected equipment.

**\$25,701.00 Per State of Oregon Price Agreement #0429**  
Delivered to Wasco County

Welcome r-schul7!



# Fleet Concession Management

HOME

CONCESSION TUTORIAL

CONCESSION LOOKUP TUTORIAL

CONCESSION LOOKUP

CONCESSION REQUEST ENTRY

CONCESSION REQUEST REVIEW/EDIT

## FLEET CONCESSION MANAGEMENT : SEARCH

► State/Fed:  ▼

► Model Year:  ▼

► Vehicle:  ▼

► Body Type:  ▼

► GPC TYPE:  ▼

BID AND ORDER MUST BE SUBMITTED BY EXPIRATION DATE

VEHICLE	BODY	GPC \$	PRICE_LEVEL	REF DATE	REF#_FIN	GPC TYPE	EXPIRATION DATE
27-Police Interceptor Utility	K8A- Utility AWD	1800	400	3/20/2013	01301E	Local	N/A
27-Police Interceptor Utility	K8A- Utility AWD	2300	415	6/19/2013	05351E	Piggyback	N/A

**25,861.41**

QY 768  
Wasco Co.  
Sheriff



## 2014 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 4942 Priority: A3 Ord FIN: QY768 Order Type: 5B Price Level: 420  
Ord Code: 500A Cust/Flt Name: WASCO CO SHER PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$29960	\$28238.00	REMARKS TRAILER		
.112.6" WB			SP DLR ACCT ADJ		(1220.00)
YZ OXFORD WHITE			SP FLT ACCT CR		(381.00)
9 CLTH BKTS/VNL R			FUEL CHARGE		10.41
W BLACK INTERIOR			B4A NET INV FLT OPT	NC	7.00
500A EQUIP GRP			PRICED DORA	NC	NC
99R .3.7L V6 TIVCT	NC	NC	DEST AND DELIV	895	895.00
44C .6-SPD AUTO TRAN	NC	NC	TOTAL BASE AND OPTIONS	31325	27961.41
52P DR LOCK PLUNGER	160	140.00	TOTAL	31325	27961.41
FRT LICENSE BKT	NC	NC	*THIS IS NOT AN INVOICE*		
422 CALIF EMISSIONS	NC	NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
595 KEYLESS W/O PAD	260	227.00			
60A GRILL WIRING	50	45.00			
JOB #2 ORDER					
794 PRICE CONCESSN					



Lane Magill &lt;lanem@co.wasco.or.us&gt;

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## Using the State of Oregon Contract Pricing

1 message

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Lane Magill <lanem@co.wasco.or.us>

Thu, Nov 7, 2013 at 12:01 PM

To: dfrezza@landmarkford.com, DJ Anderson <DJ@suburbanautogroup.com>, Annette Wetzel  
<Annette@greshamford.com>

To All:

The Wasco County Sheriff's Office is requesting pricing for three (3) 2014 Ford Police Interceptor SUV's. Vehicle ordering code KA8. Additionally the following options need to be added to the cost of each vehicle:

- 1) Pre-wiring Harnesses (Ford Code 60A)
- 2) Power Driver Seats (Unknown Ford Code)
- 3) Rear Door Lock Inoperable (Ford Code 52P)
- 4) Remote Keyless Entry (Ford Code 595)
- 5) Single color of White

If you have further questions please feel free to give me a call at the listed phone number.

—  
Lane Magill  
Chief Deputy  
Wasco County Sheriff's Office  
The Dalles Oregon  
541-506-2592 (Desk phone)  
541-506-2580 (Main desk phone)  
lanem@co.wasco.or.us



Lane Magill &lt;lanem@co.wasco.or.us&gt;

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## Request for Vehicle Bid

1 message

---

Lane Magill <lanem@co.wasco.or.us>

Fri, Nov 8, 2013 at 9:31 AM

To: Robert Schultens <robertschultens@schultensmotors.com>

Bob:

The Wasco County Sheriff's Office is requesting pricing for three (3) 2014 Ford Police Interceptor SUV's. Vehicle ordering code KA8. Additionally the following options need to be added to the cost of each vehicle:

- 1) Pre-wiring Harnesses (Ford Code 60A)
- 2) Power Driver Seats (Unknown Ford Code)
- 3) Rear Door Lock Inoperable (Ford Code 52P)
- 4) Remote Keyless Entry (Ford Code 595)
- 5) Single color of White

—

Lane Magill

Chief Deputy

Wasco County Sheriff's Office

The Dalles Oregon

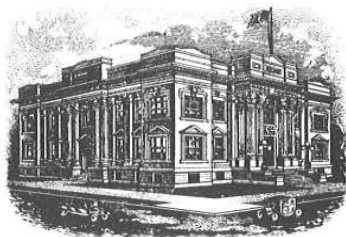
541-506-2592 (Desk phone)

541-506-2580 (Main desk phone)

lanem@co.wasco.or.us

**Agenda Item**  
**Haven Agreements**

- [CYF and Family Support Funding Agreement](#)
- [Youth Investment Funding Agreement](#)



## WASCO COUNTY

Department of Youth Services  
202 East Fifth Street  
The Dalles, OR 97058

### FUNDING AGREEMENT

#### A. Description

---

This agreement is entered into on behalf of Wasco County (designated in this document as the "Grantor") and the entity below (designated in this document as "grantee"). Wasco County is represented in the negotiation of this agreement through Wasco County Department of Youth Services. The contact person regarding this agreement is the Director of Youth Services.

**Grantor Contract:** Molly Rogers, Director  
Wasco County Youth Services  
(541) 506-2667

**Grantee Contract:** Tara Koch, Executive Director  
**HAVEN**  
P.O. Box 576  
The Dalles, OR 97058

Total Amount: \$14,576.00  
Funding Period: November 1, 2013 through June 30, 2014

Amount	Funding Stream	Desired Outcome	Approved Program Description
\$8,355	Children, Youth and Families	Stable and Safe Homes	Co-located domestic violence advocate in DHS office in The Dalles
\$6,221	Family Support Services		

#### B. Requirements

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1. This funding is made subject to the condition that the entire amount will be expended for the purposes of providing services as identified:
  - a. Under the approved program description
  - b. Designated funding stream
  - c. In accordance with Oregon Statute and administrative code



2. The Grantor must be promptly notified about any of the following during the funding period.
  - a. Change in program contact personnel of the organization
  - b. Change in address or phone number
  - c. Change in name of the organization
  - d. Change in 501c3 non-profit status
  - e. Any development that significantly affects the operation of the program or organization.
3. The grantee shall provide the Grantor with reporting documentation as outlined in Section E of this agreement.
4. The Grantee shall abide by all provisions of this agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.
5. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, then Grantee may terminate the agreement with thirty (30) day written notice.
6. Grantee is sole responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through these funds. All persons employed by the Grantee shall be employees of the Grantee and not the Grantor. Except claims arising soles from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and hold the Grantor harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury, and wrongful death, arising out of in connection with Grantee's performance of this agreement.
7. The Grantee will 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.
8. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.
9. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access law, ORS 417.270
10. 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.

11. Grantee acknowledges that any and all products provided by the Grantor for use or implementation of the approved program description are the sole property of the Grantor and must be returned upon completion of the program and/or funding period.

#### C. PAYMENT

---

1. Upon receipt of the signed agreement, Grantor will forward payment for the first funding period. Subsequent payments will be made upon the receipt of the Reporting documents as outlined in Section E.

a. Funding Period 1: December 1, 2013 – March 1, 2014	\$7,288
b. Funding Period 2: March 1, 2014 – June 30, 2014	<u>\$7,288</u>

TOTAL      \$14,576

2. Payments are contingent upon the Grantee satisfactorily conducting the program substantially as reflected in timely reports required herein.
3. Payments are subject to availability of funds. In the event that sufficient funds shall not be appropriated for the payment of consideration required under this agreement, then Grantor may terminate the agreement with written thirty (30) days notice.
4. 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 agreement, all funds that may be deemed unearned, unjustified, or inappropriately expended must be returned.

#### D. UNEXPENDED FUNDS

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If the funds have not been completely expended at the end of the funding period, June 30, 2014 then Grantee agrees to immediately notify the Grantor's designated contact person. All funds determined to be under-expended, unexpected, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment.

## E. REPORTS and EVALUATIONS

---

1. Within 2 weeks of receiving the signed copy of the agreement, the following reporting forms are due.
  - a. Project Cover Sheet
  - b. Work Plan Description identifying
    - i. Activities planned, Outcome Statement, Target Population, and Output Targets.
2. The Oregon Early Learning Division and Wasco County Youth Services request updated reporting on the work plan on the following schedule:

	Reporting Due Date
Interim Report 1	April 30, 2014
Final Report	July 30, 2014

- a. The report information required at each reporting period includes:
    - i. Budget Worksheet
    - ii. Participant Monitoring and Services
    - iii. Comments & Signatures
3. At any time, the Grantor may request a representative of the program to appear at a regularly scheduled meeting to provide updates.
4. At any time, the contract person or their designee may conduct site visit of the program.
5. A final report and/or presentation may be requested by the Grantor. This report may include program challenges and successes, a detailed summary of progress on the approved programs, as well as a dialog with the Grantor regarding future program goals and targets.

## F. 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.

If there is any change in the Grantee's status or classification, the Grantee must promptly notify the Grantor's designated contact person.

## G. SIGNATURES

---

Grantee

\_\_\_\_\_  
Tara Koch, HAVEN Executive Director

\_\_\_\_\_  
Date

Grantor

\_\_\_\_\_  
Rod Runyon, Chair, Wasco County Commissioners

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

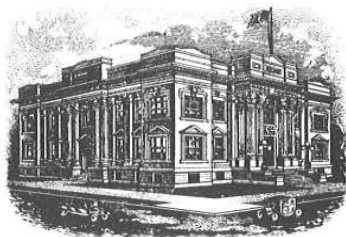
\_\_\_\_\_  
Steve Kramer, Wasco County Commissioner

\_\_\_\_\_  
Date

☐ Approved to Form

\_\_\_\_\_  
Eric Nisley, Wasco County District Attorney

\_\_\_\_\_  
Date



## WASCO COUNTY

Department of Youth Services  
202 East Fifth Street  
The Dalles, OR 97058

### FUNDING AGREEMENT

#### A. Description

---

This agreement is entered into on behalf of Wasco County (designated in this document as the "Grantor") and the entity below (designated in this document as "grantee"). Wasco County is represented in the negotiation of this agreement through Wasco County Department of Youth Services. The contact person regarding this agreement is the Director of Youth Services.

**Grantor Contract:** Molly Rogers, Director  
Wasco County Youth Services  
(541) 506-2667

**Grantee Contract:** Tara Koch, Executive Director  
**HAVEN**  
P.O. Box 576  
The Dalles, OR 97058

Total Amount: \$9,052.00  
Funding Period: December 15, 2013 through June 30, 2014

Amount	Funding Stream	Desired Outcome	Approved Program Description
\$9,052	Youth Investment	Pro Social Skills & Behaviors	Teen HAVEN for NWCS#21, Dufur, Maupin

#### B. Requirements

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1. This funding is made subject to the condition that the entire amount will be expended for the purposes of providing services as identified:
  - a. Under the approved program description
  - b. Designated funding stream
  - c. In accordance with Oregon Statute and administrative code

2. The Grantor must be promptly notified about any of the following during the funding period.
  - a. Change in program contact personnel of the organization
  - b. Change in address or phone number
  - c. Change in name of the organization
  - d. Change in 501c3 non-profit status
  - e. Any development that significantly affects the operation of the program or organization.
3. The grantee shall provide the Grantor with reporting documentation as outlined in Section E of this agreement.
4. The Grantee shall abide by all provisions of this agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.
5. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, then Grantee may terminate the agreement with thirty (30) day written notice.
6. Grantee is sole responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through these funds. All persons employed by the Grantee shall be employees of the Grantee and not the Grantor. Except claims arising from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and hold the Grantor harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury, and wrongful death, arising out of in connection with Grantee's performance of this agreement.
7. The Grantee will 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.
8. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.
9. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access law, ORS 417.270
10. 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.

11. Grantee acknowledges that any and all products provided by the Grantor for use or implementation of the approved program description are the sole property of the Grantor and must be returned upon completion of the program and/or funding period.

#### C. PAYMENT

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1. Upon receipt of the signed agreement, Grantor will forward payment for the first funding period. Subsequent payments will be made upon the receipt of the Reporting documents as outlined in Section E.

a. Funding Period 1: December 15, 2013 – March 15, 2014	\$4,526
b. Funding Period 2: March 1, 2014 – June 30, 2014	<u>\$4,526</u>

TOTAL      \$9,052

2. Payments are contingent upon the Grantee satisfactorily conducting the program substantially as reflected in timely reports required herein.
3. Payments are subject to availability of funds. In the event that sufficient funds shall not be appropriated for the payment of consideration required under this agreement, then Grantor may terminate the agreement with written thirty (30) days notice.
4. 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 agreement, all funds that may be deemed unearned, unjustified, or inappropriately expended must be returned.

#### D. UNEXPENDED FUNDS

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If the funds have not been completely expended at the end of the funding period, June 30, 2014 then Grantee agrees to immediately notify the Grantor's designated contact person. All funds determined to be under-expended, unexpected, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment.

## E. REPORTS and EVALUATIONS

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1. Within 2 weeks of receiving the signed copy of the agreement, the following reporting forms are due.
  - a. Project Cover Sheet
  - b. Work Plan Description identifying
    - i. Activities planned, Outcome Statement, Target Population, and Output Targets.
2. The Oregon Early Learning Division and Wasco County Youth Services request updated reporting on the work plan on the following schedule:

	Reporting Due Date
Interim Report 1	April 30, 2014
Final Report	July 30, 2014

- a. The report information required at each reporting period includes:
    - i. Budget Worksheet
    - ii. Participant Monitoring and Services
    - iii. Comments & Signatures
3. At any time, the Grantor may request a representative of the program to appear at a regularly scheduled meeting to provide updates.
4. At any time, the contract person or their designee may conduct site visit of the program.
5. A final report and/or presentation may be requested by the Grantor. This report may include program challenges and successes, a detailed summary of progress on the approved programs, as well as a dialog with the Grantor regarding future program goals and targets.

## F. 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.

If there is any change in the Grantee's status or classification, the Grantee must promptly notify the Grantor's designated contact person.



## G. SIGNATURES

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Grantee

\_\_\_\_\_  
Tara Koch, HAVEN Executive Director

\_\_\_\_\_  
Date

Grantor

\_\_\_\_\_  
Rod Runyon, Chair, Wasco County Commissioners

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

☐ Approved to Form

\_\_\_\_\_  
Eric Nisley, Wasco County District Attorney

\_\_\_\_\_  
Date

**Agenda Item**  
**Secure Rural Schools Funding**

- [Introductory Email](#)
- [Memo of Explanation](#)
- [Estimated SRS Payment](#)
- [Annual Receipts for Rolling Average](#)



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

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## SRS 2013 Election Step By Step Explanation and Instruction Memo Coming Monday

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

Tue, Dec 3, 2013 at 8:06 AM

From: **Rocky McVay** <rocky@blupac.com>  
Date: Fri, Nov 29, 2013 at 4:32 PM  
Subject: SRS 2013 Election Step By Step Explanation and Instruction Memo Coming Monday

Good afternoon,

As you are aware and extension of SRS was passed by Congress several months ago. The legislation that passed and was signed by the President October 1<sup>st</sup> neglected to address a number of requirements like cut off dates for counties electing to opt in the program or take the 7 year rolling average of actual receipts, county elections for percentage going to Title II & III, Title II project review and recommendation from a RAC and reauthorization of RAC members and RAC Charters. A process to proceed has been established and it put counties on a FAST TRACK for completion of election requirements. We will be sending out the necessary explanation and instructions for SRS 2013 receiving counties to complete the process in a timely manner. We will also be doing follow up phone calls next week to assure you have the information you need to make your required elections by COB December 13<sup>th</sup>. Please provide us with the appropriate contact person to work with. Thanks,

Rocky McVay & Kevin Davis

541-412-1624

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** SRS FUNDING  
**DATE:** 12/3/2013

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PROCESS

Step 1. Determine your county's estimated SRS total payment amount: **\$1,012,211** (Based on the Projected FY2013 Forest Service Payments to States, Page 12, Wasco County, OR)

Step 2. Decide whether your county will accept the SRS payment or will instead elect to receive payment based on the 7-year rolling average of 25% timber harvest payments - **\$485,355** (calculated on the annual receipts chart for Wasco County 2006-2012)

If your county elects to receive the 7-year rolling average payment, nothing more is required except to notify the Governor's office as provided in Step 5.

**Action 1) Choose to accept the SRS payment or instead be paid based on the 7-year rolling average of timber harvests. (motion)**

**Sample Motions:**

I move to accept the estimated Secure Rural Schools payment for the 2013 Fiscal Year.

**Or**

I move to receive payment for the Secure Rural Schools based on a 7-year rolling average.

Step 3. If your county elects to receive its share of the State payment (its SRS payment) then the county must elect how much of that SRS payment it will allocate to projects and then further allocate between Titles II and III.

*Title II projects are projects recommended by Resource Advisory Committees and may include:*

- Watershed restoration and maintenance
- Restoration, maintenance and improvement of wild-life and fish habitat
- Improvements in forest ecosystem health
- Road, trail and infrastructure maintenance or obliteration
- Soil productivity improvement
- Control of noxious and exotic weeds
- Re-establishment of native species

50% of project funds must be for:

- Road maintenance/obliteration or
- Watershed improvement/restoration

*Authorized uses for Title III projects include:*

- To carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on and assistance with implementing, techniques in home siting, home construction and home landscaping that can increase the protection of people and property from wildfires;
- To reimburse the participating county for search and rescue and other emergency services, including firefighting that are:
  - Performed on Federal land after the date on which the use was approved
  - Paid for by the participating county
- To develop community wildfire protection plans in coordination with the appropriate Secretary concerned.

If the County share of the State payment is \$350,000 or greater, the County must allocate 15-20% of its share to Title II or Title III or a combination of both.

**Action 2) Decide the percentage (15-20%) of the total payment to be allocated to Title II and Title III projects.(motion)**

If the actual award is \$1,012,211 - 15% would be \$151,831

Sample Motion:

I move to allocate \_\_\_\_\_ percent of the Secure Rural Schools funding for Fiscal Year 2013 to Title II and/or Title III projects.

**Action 3) Decide the split of project funds between Titles II and III.(motion)**

Last year the Board explored the possibility of using Title III funding for the Firewise Communities program and a community wildfire protection plan and determined there would not be a need for either in the near future and staffing challenges would make the execution of either difficult. Since search and rescue activities are reactive and the funding for those activities, once obligated, rolls forward for future use, the Board allocated the maximum allowable to Search and Rescue.

The allocation for Title III projects may not exceed 7%, therefore you may allocate up to 20% to Title II but no more than 7% to Title III; the combination of the allocations may not fall below 15% or exceed 20%. Last year Board split the allocation 8% to Title II and 7% to Title III – for a total Title II/Title III allocation of 15%. The 7% allocation to Search and Rescue last year was \$74,423.83, none of which has been spent as of 12.3.2013.

If the actual award is \$1,012,211 - 8% would be \$80,977 and 7% would be \$70,854 (for a total of 15%)

Sample Motion:

I move to allocate \_\_\_\_\_ percent of the Secure Rural Schools funding for Fiscal Year 2013 to Title II projects and \_\_\_\_\_ percent to Title III (Search and Rescue) Projects, for a total of \_\_\_\_\_ percent of the funding.

Up to the full percentage allocated in Action 2 and when added to the Title III percentage does not exceed the amount allocated in Action 2

No more than 7%

Same as the amount allocated in Action 2

**ACTIONS 1-3 MUST BE COMPLETED AND REPORTED TO THE GOVERNOR'S OFFICE NO LATER THAN FRIDAY, DECEMBER 13<sup>TH</sup>.**

**Secure Rural Schools Act, PL 110-343, projected FY2013 Forest Service Payments to States, as of September 30, 2013.**  
**(Does not include payments for O&C Lands administered by Bureau of Land Management in Oregon.)**  
**The FY2013 projected payments may differ from actual payments due to updates in factors such as per capita personal income (PCPI) and acres.**  
**The most recent PCPI (2011 data published by BEA in November 2012) was used in these computations. \* The last year for TRANSITION PAYMENTS was FY2010.**

Full Funding Amount:		\$500,000,000			\$450,000,000			\$405,000,000			\$364,500,000		\$346,275,000		\$328,961,250	
Fiscal Year:		FY2008			FY2009			FY2010			FY2011		FY2012		FY2013	
State	Eligible County	FY2008 25% (7-year rolling average) Payment	County Share of State Payment	County Share of Transition Payment	FY2009 25% (7-year rolling average) Payment	County Share of State Payment	County Share of Transition Payment	FY2010 25% (7-year rolling average) Payment	County Share of State Payment	County Share of Transition Payment	FY2011 25% (7-year rolling average) Payment	County Share of State Payment	FY2012 25% (7-year rolling average) Payment	County Share of State Payment	FY2013 25% (7-yr Rolling Average) Projected Payment	Projected County Share of State Payment
OR	Hood River			\$2,674,077			\$2,406,669			\$2,168,974		\$1,123,197		\$1,015,144		\$966,441
OR	Jackson			\$5,784,830			\$5,206,347			\$4,692,140		\$2,307,250		\$2,302,651		\$2,154,026
OR	Jefferson			\$779,124			\$701,212			\$631,956		\$560,636		\$619,480		\$590,068
OR	Josephine			\$2,756,526			\$2,480,873			\$2,235,849		\$1,654,373		\$1,667,124		\$1,468,495
OR	Klamath			\$15,481,437			\$13,933,294			\$12,557,166		\$9,042,361		\$8,833,292		\$8,387,799
OR	Lake			\$5,117,843			\$4,606,059			\$4,151,140		\$3,108,888		\$2,981,677		\$2,839,997
OR	Lane			\$30,751,059			\$27,675,953			\$24,942,526		\$11,944,513		\$11,423,941		\$10,795,300
OR	Lincoln			\$4,765,855			\$4,289,270			\$3,865,638		\$1,797,641		\$1,778,691		\$1,693,004
OR	Linn			\$10,253,598			\$9,228,238			\$8,316,807		\$5,159,758		\$5,015,397		\$4,773,364
OR	Malheur			\$8,663			\$7,797			\$7,027		\$12,569	\$359		\$359	\$0
OR	Marion			\$3,854,444			\$3,469,000			\$3,126,382		\$1,585,692		\$1,518,030		\$1,445,010
OR	Morrow			\$342,351			\$308,116			\$277,685		\$316,066		\$196,143		\$186,915
OR	Multnomah			\$961,835			\$865,651			\$780,155		\$277,322		\$265,888		\$253,136
OR	Polk			\$8,858			\$7,972			\$7,185		\$5,484		\$5,094		\$3,694
OR	Tillamook			\$2,547,533			\$2,292,779			\$2,066,332		\$1,012,713		\$943,308		\$897,842
OR	Umatilla	\$128,454			\$126,569			\$116,348			\$100,579		\$87,313		\$87,313	\$0
OR	Union			\$953,950			\$858,555			\$773,759		\$1,025,991		\$989,938		\$943,639
OR	Wallowa			\$1,273,620			\$1,146,258			\$1,033,048		\$1,554,277		\$1,462,077		\$1,393,985
OR	Wasco			\$2,687,997			\$2,419,197			\$2,180,264		\$1,103,745		\$1,063,198		\$1,012,211
OR	Washington			\$0			\$0			\$0		\$0		\$0		\$0
OR	Wheeler			\$1,078,645			\$970,780			\$874,901		\$792,750		\$726,839		\$692,199
OR	Yamhill			\$707,091			\$636,382			\$573,529		\$279,062		\$265,166		\$252,386
PA	Elk	\$1,002,837			\$951,774			\$871,595			\$798,233		\$646,485		\$646,485	\$0
PA	Forest			\$1,354,803			\$1,219,323			\$1,098,896		\$1,088,098		\$1,143,488		\$1,088,678
PA	Mc Kean	\$1,213,548			\$1,151,759			\$1,054,737			\$965,966		\$782,340		\$782,340	\$0
PA	Warren			\$1,671,262			\$1,504,136			\$1,355,579		\$807,607		\$849,807		\$849,807
PR	Canovanas		\$15,330			\$13,520			\$14,073			\$11,647		\$10,780		\$10,279
PR	Ceiba		\$16,066			\$14,169			\$14,749			\$12,207		\$11,297		\$10,772
PR	Fajardo		\$4,488			\$3,958			\$4,120			\$3,410		\$3,156		\$3,010
PR	Juncos		\$118			\$104			\$109			\$90		\$83		\$80
PR	Las Piedras		\$9,482			\$8,362			\$8,704			\$7,204		\$6,667		\$6,358
PR	Luquillo		\$26,653			\$23,506			\$24,467			\$20,250		\$18,743		\$17,873
PR	Naguabo		\$40,186			\$35,441			\$36,891			\$30,532		\$28,258		\$26,946
PR	Rio Grande		\$97,081			\$85,619			\$89,121			\$73,760		\$68,267		\$65,097
SC	Abbeville			\$136,376			\$122,738			\$110,616		\$109,513		\$105,951		\$100,907
SC	Aiken			\$2,726			\$2,453			\$2,211		\$914		\$874		\$832
SC	Berkeley			\$639,244			\$575,319			\$518,498		\$477,644		\$412,518		\$393,024
SC	Charleston			\$205,391			\$184,852			\$166,595		\$93,468		\$85,687		\$81,640
SC	Chester			\$72,812			\$65,531			\$59,058		\$52,583		\$52,545		\$50,044
SC	Edgefield			\$182,127			\$163,914			\$147,725		\$104,370		\$92,265		\$87,872
SC	Fairfield			\$65,122			\$58,610			\$52,821		\$48,818		\$50,839		\$48,418
SC	Greenwood			\$62,883			\$56,595			\$51,005		\$40,461		\$39,189		\$37,324
SC	Laurens			\$123,137			\$110,824			\$99,878		\$95,404		\$80,291		\$76,468
SC	Mc Cormick			\$288,618			\$259,757			\$234,102		\$252,904		\$219,814		\$209,351
SC	Newberry			\$332,812			\$299,531			\$269,947		\$234,308		\$218,506		\$208,107
SC	Oconee			\$470,064			\$423,057			\$381,274		\$254,785		\$267,691		\$254,954
SC	Saluda			\$25,698			\$23,128			\$20,844		\$13,431		\$12,406		\$11,815

State Code (41)

STATE	COUNTY	FY 2002 Receipts	FY 2003 Receipts	FY 2004 Receipts	FY 2005 Receipts	FY 2006 Receipts	FY 2007 Receipts	FY 2008 Receipts	FY 2009 Receipts	FY 2010 Receipts	FY 2011 Receipts	FY 2012 Receipts
Oregon	Baker	\$743,111.98	\$758,723.42	\$1,183,583.40	\$632,943.18	\$253,094.25	\$349,698.80	\$214,853.32	\$225,093.23	\$180,685.69	\$226,035.39	\$218,418.61
Oregon	Benton	\$28,035.28	\$59,086.88	\$68,742.28	\$85,719.96	\$113,715.09	\$63,008.86	\$51,754.34	\$28,279.46	\$40,297.38	\$52,972.90	\$58,335.90
Oregon	Clackamas	\$1,654,810.08	\$1,159,310.13	\$1,775,353.25	\$2,812,659.56	\$1,675,475.16	\$1,184,862.88	\$709,930.68	\$783,352.74	\$1,157,972.32	\$1,178,490.55	\$1,407,650.47
Oregon	Coos	\$30,843.62	\$82,565.77	\$209,230.52	\$220,893.32	\$279,484.04	\$168,126.68	\$72,425.74	\$45,951.26	\$42,083.34	\$67,238.95	\$92,217.94
Oregon	Crook	\$163,657.92	\$108,846.91	\$169,145.90	\$148,390.56	\$145,679.05	\$185,723.35	\$181,902.30	\$430,921.69	\$155,583.93	\$210,816.67	\$392,909.55
Oregon	Curry	\$144,085.43	\$512,230.43	\$1,942,093.76	\$1,945,894.05	\$2,420,217.26	\$1,498,803.46	\$449,983.59	\$321,732.67	\$180,150.19	\$378,592.79	\$633,307.56
Oregon	Deschutes	\$3,064,917.98	\$2,061,496.34	\$2,752,873.06	\$6,585,408.67	\$3,827,936.51	\$1,591,517.17	\$2,154,875.89	\$1,610,708.84	\$2,058,909.80	\$1,694,283.47	\$2,095,227.98
Oregon	Douglas	\$2,168,937.80	\$2,580,759.28	\$4,207,365.28	\$3,616,340.24	\$2,258,432.88	\$4,974,153.90	\$3,762,800.31	\$1,216,498.39	\$970,782.22	\$2,604,923.90	\$3,590,931.97
Oregon	Grant	\$2,029,783.23	\$1,016,680.16	\$3,804,907.80	\$2,234,776.84	\$1,948,373.97	\$1,323,480.62	\$582,960.68	\$594,415.07	\$517,642.57	\$550,104.21	\$870,297.98
Oregon	Harney	\$500,730.88	\$183,457.23	\$918,317.40	\$502,381.37	\$464,991.28	\$316,499.30	\$163,293.28	\$275,121.20	\$151,902.33	\$209,127.55	\$351,280.10
Oregon	Hood River	\$678,494.00	\$475,100.01	\$725,592.86	\$1,150,954.88	\$685,540.29	\$496,697.36	\$289,751.89	\$319,981.81	\$473,167.85	\$480,975.96	\$574,507.02
Oregon	Jackson	\$937,396.55	\$622,109.13	\$703,772.75	\$1,165,061.96	\$678,156.04	\$1,789,069.56	\$630,813.68	\$442,628.29	\$858,132.43	\$1,129,841.20	\$1,019,761.90
Oregon	Jefferson	\$521,100.43	\$351,353.33	\$475,260.02	\$1,116,720.94	\$649,864.22	\$273,440.76	\$363,009.75	\$273,774.53	\$350,844.82	\$292,016.20	\$360,565.02
Oregon	Josephine	\$109,236.53	\$281,542.91	\$1,002,377.51	\$1,023,358.25	\$1,242,292.20	\$823,159.57	\$249,454.62	\$178,993.61	\$124,589.94	\$234,307.59	\$356,790.05
Oregon	Klamath	\$2,029,845.53	\$2,377,359.72	\$4,386,119.25	\$3,708,925.50	\$3,741,837.17	\$4,061,798.67	\$2,167,121.45	\$1,206,325.08	\$2,177,899.33	\$2,425,170.74	\$1,737,139.62
Oregon	Lake	\$843,626.85	\$1,045,393.04	\$1,773,190.63	\$1,738,935.46	\$859,893.70	\$458,866.56	\$735,431.63	\$746,952.44	\$642,254.94	\$869,518.73	\$939,489.89
Oregon	Lane	\$3,396,499.17	\$3,746,321.42	\$10,886,603.96	\$12,573,640.93	\$8,688,371.27	\$5,184,830.35	\$3,862,866.04	\$2,703,606.11	\$2,582,924.66	\$4,626,111.75	\$5,519,943.71
Oregon	Lincoln	\$295,623.51	\$627,860.57	\$731,625.74	\$912,319.55	\$1,211,389.69	\$671,223.92	\$551,321.64	\$331,529.92	\$472,420.22	\$621,019.70	\$683,892.01
Oregon	Linn	\$1,291,036.21	\$1,208,304.70	\$4,450,029.91	\$5,187,012.79	\$3,216,161.78	\$1,714,161.33	\$1,230,853.11	\$1,017,312.47	\$897,115.93	\$1,675,915.64	\$1,996,108.28
Oregon	Malheur	\$4,415.18	\$4,148.03	\$7,236.06	\$3,846.84	\$1,803.41	\$2,107.24	\$1,214.37	\$1,247.08	\$1,037.27	\$1,310.56	\$1,327.97
Oregon	Marion	\$604,207.30	\$512,650.71	\$1,548,529.66	\$1,906,159.92	\$1,172,721.65	\$661,865.66	\$457,890.30	\$405,069.09	\$420,482.75	\$652,016.53	\$777,130.43
Oregon	Morrow	\$155,266.39	\$193,408.65	\$223,961.17	\$241,168.97	\$195,779.25	\$193,518.57	\$123,835.45	\$142,568.94	\$93,490.79	\$52,233.45	\$105,687.08
Oregon	Multnomah	\$251,976.60	\$176,589.22	\$269,694.53	\$427,796.71	\$255,288.74	\$184,965.41	\$107,925.78	\$119,203.79	\$176,270.64	\$179,188.61	\$214,033.80
Oregon	Polk	\$546.61	\$1,152.03	\$1,342.42	\$1,673.97	\$2,220.67	\$1,230.46	\$1,010.68	\$552.25	\$786.94	\$1,034.47	\$1,139.21
Oregon	Tillamook	\$157,190.08	\$331,292.26	\$386,044.22	\$481,387.79	\$638,603.37	\$353,846.38	\$290,643.01	\$158,812.32	\$226,302.80	\$297,486.21	\$327,632.50
Oregon	Umatilla	\$436,175.06	\$538,756.70	\$587,628.28	\$657,140.94	\$521,983.32	\$521,319.57	\$333,695.41	\$383,406.13	\$252,575.45	\$146,084.19	\$285,689.30
Oregon	Union	\$682,200.08	\$757,929.85	\$1,043,905.03	\$647,569.17	\$302,080.63	\$403,126.21	\$260,336.37	\$284,303.87	\$209,706.91	\$214,831.84	\$240,058.73
Oregon	Wallowa	\$644,094.62	\$438,847.74	\$467,609.64	\$386,819.69	\$315,887.39	\$315,630.57	\$267,079.28	\$593,369.91	\$226,433.50	\$235,429.10	\$230,688.45
Oregon	Wasco	\$705,467.07	\$495,180.89	\$756,261.23	\$1,199,986.65	\$714,908.66	\$418,090.68	\$306,990.18	\$338,804.99	\$501,038.44	\$509,306.47	\$608,346.72
Oregon	Wheeler	\$92,332.84	\$86,789.48	\$113,304.37	\$111,983.60	\$98,398.48	\$109,657.75	\$88,903.12	\$168,152.60	\$72,541.22	\$77,332.80	\$146,476.31
Oregon	Yamhill	\$43,699.63	\$92,100.90	\$107,322.22	\$133,828.20	\$177,534.92	\$98,371.06	\$80,800.21	\$44,150.62	\$62,913.31	\$82,702.65	\$91,075.50
Annual Total		\$24,409,344.44	\$22,887,347.83	\$47,679,024.12	\$53,561,700.43	\$38,758,116.35	\$30,392,852.66	\$20,745,728.10	\$15,392,820.40	\$16,278,939.91	\$21,976,420.77	\$25,928,061.56

## County commissioner meeting 12/4/2013

My name is Gayle Ordway. I live at [REDACTED] The Dalles.

I'm here to talk about the Music Festival held on Walston Grade the past holiday weekend.

I've been told that there are no noise regulations for Wasco County.

I believe that the music directed at my house at a high volume is a violation of my rights. This is a technique that is used in prison camps to break down prisoners. I am not in prisoner.

The volume varied very little for three days. I heard the music over TV sitting in my living room. Outside my house I could hear the words to the music. I could hear the beat while in my bed.

I had grandchildren visiting aged 4, 12, and 14. The lyrics were definitely inappropriate for this age group. They would not have been allowed into the festival, but they could hear the words as if they were there. It's like we were in the back row, only we would have to leave our home to get away from the obnoxious music.

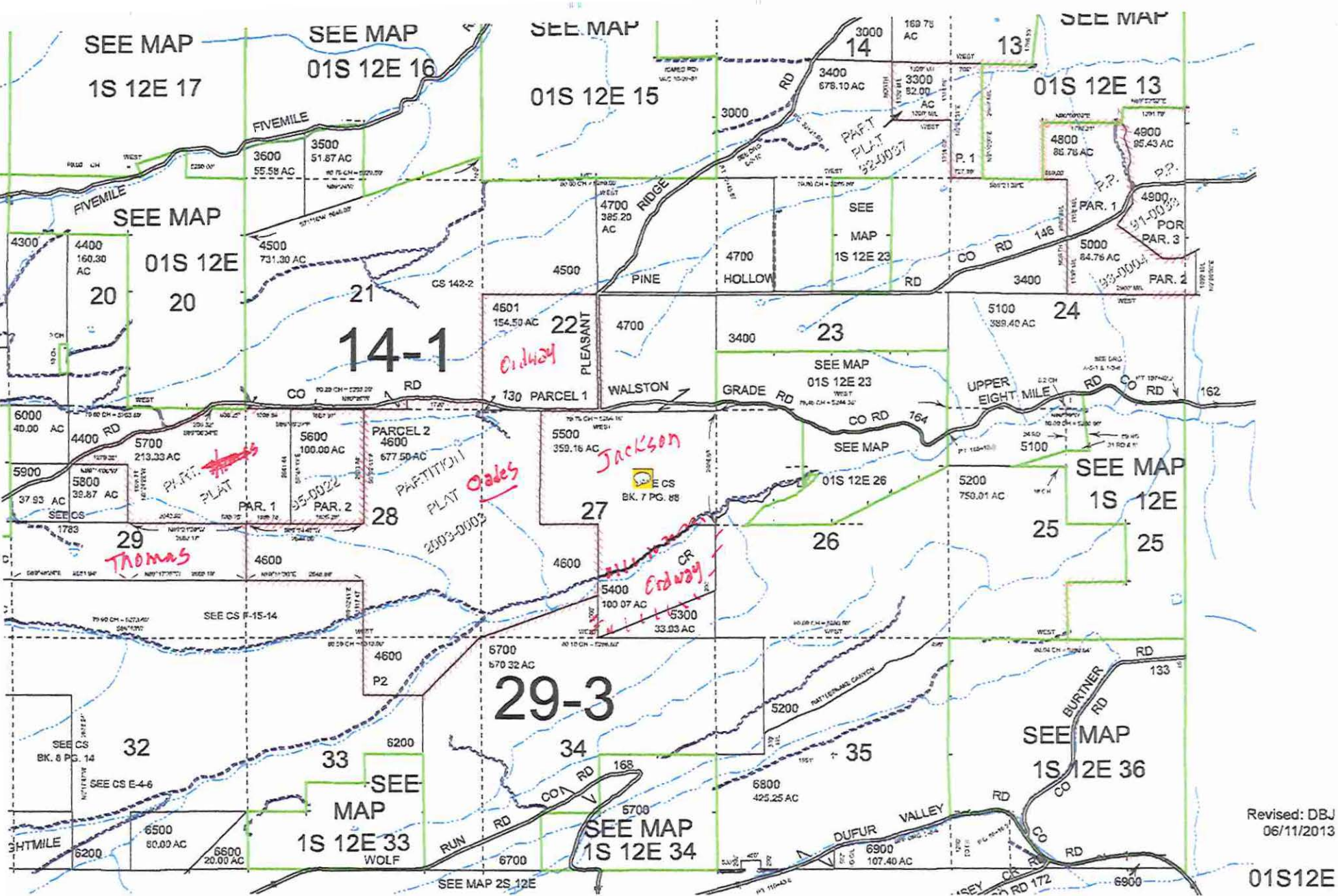


I feel the commissioners should look at the land use laws, zoning, etc to come up with a compromise to protect the rights of the people in the vicinity of the Music Festival. I don't believe the answer is they can do what they want on their property even if it affects the neighbors.

I think the commissioners should get together with county residents, Music Festival People, Landowners of festival sites, and Legal people to come up with some rules that will be agreeable to affected neighbors and be satisfactory to festival attendees.

I don't believe the answer is to do nothing.

I have a DVD to submit to the commissioners of some of the festival from my house for them to evaluate.



Revised: DBJ  
06/11/2013

01S12E



CONSCIOUS COLLABORATIONS PRESENTS:

1ST ANNUAL

# FALL <sup>in</sup>to WINTER


NOV. 29TH - DEC. 2ND 2013

Desert  Dwellers

 ill:esha

LAFA TAYLOR

SUBAQUEOUS

 DUBVIRUS

PSY FI

SMOKE / SIGN

SPOREANIC ALEX HORIZON AXIDENTAL ALBINO GORILLA DISCO LEMONADE MIKE LUCID  
JOSHUA LEE AARON JACKSON DEAD AIR DJ WUWEI NINJAMONK GNARNAR IMFX  
UNCOMMON SENSE NORDIC SYMPTOM ORION ARTOFFACT KID LOGIC FYREWOLF  
UNDERMIND LURKY STORME NOKKTIS MRA AVARICE GUDA TOXIK  
AVARDE DANCIN DJ CABLE MICHAEL FRIEDMAN JAMES BONES DJ MOM & MORE

ARTWORK FROM: SARA LEBECK AXIDENTAL & JT DYL HOUSE PHOTOGRAPHY FROM: JOSHUA LEE AIMEE MILLER HELIOS

VENDORS: ROSHAMBO TESLA PENS SACRED 6 ACCESSORIES LACY LAPLANT DESIGNS TIMELESS CREATIONS

DAILY WORKSHOPS, FIRE SPINNING SHOWCASES, POI AND HOOPING SHOWCASES AND MUCH MORE!



WWW.FALLINTOWINTER.COM  
BY DUDDY DESIGNS

ON SITE MEDICAL / SECURITY / FIRE SAFETY / KARMA PATROL

NO DRUGS, GUNS / WEAPONS OR BAD VIBES

TICKET TIER:

0-250 = \$45 251-500 = \$55

500-1500 = \$60 DAY PASS IS \$20 RV PARKING PASS IS \$20

## The 1st Annual: Fall Into Winter Festival

Public · By [Greg Jackson](#), [Sea Tea](#) and [4 others](#)

### • **Going (364)**



### **Maybe (228)**



### **Invited (11,154)**



November 28 at 10:00am until December 2 at 1:00pm in PST

o

The Dalles, OR

o

Music Artists and Lineup

This is the current lineup of music, subject to change.

Nov 29th 2013 – Fridays Line Up :

...

o **Greg Jackson**

I am so glad that everyone took so many pictures and videos. If you can please post your videos to youtube it would greatly help us out with media exposure for the Spring Break Booty Shake: Part II. Thanks again for taking such awesome pictures and videos! 3 hours ago

▪ Justin Tracy, Nara Reicher, Patrick Tate and 7 others like this.



o

Justin Down



2 hours ago via mobile

▪

▪ Adam Yoder, Nathaniel Clubine, Alex DjKb Smith and 4 others like this.



■ [View all 6 comments](#)

**Greg Jackson**

I am so glad that everyone took so many pictures and videos. If you can please post your videos to youtube it would greatly help us out with media exposure for the Spring Break Booty Shake: Part II. Thanks again for taking such awesome pictures and videos!

Top of Form

○ **Eli Currey**

Hey everyone! It was so wonderful too meet so many of you! and thank you all for kicking such awesome ass up on the ranch

many of you I talked to throughout the weekend were interested in building/playing/sculpting up on the property, keep an eye out here, we will be launching a Workshop Weekend website soon with info about all the structures that we will be building, along with what days Greg, Jenna and I, and any others that want to join, will be out there building and working.

also, Send me an E-mail at [elicurrey@gmail.com](mailto:elicurrey@gmail.com) with the subject, "workshop weekends" and Ill add you to our list serve for the property!

Hope you all had a safe and pleasant drive home,  
sending love and light,

Bottom of Form

○ **Greg Jackson**

Ohhhh my god I am exhausted. That was a blast and thank you for everyone who came out. You were all total troopers and amazing people to be around. Be on the lookout for our Spring Break party!!!!!!!

Top of Form

○  
○  
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○  
○  
○

○ **Jennaration Hobson**

What a freaking freezing awesome gathering!!! So radicool meeting a lot of you, running into homies, dancing between huge fires, puppies and feeling an awesome sense of community and love surrounding us all♥ The future is bright for Jackson Ranch!!! Were so amped!!!!!! The succession of weather events was very appropriate; Fall into Winter literally happened(Sun to rain to snow). — feeling blessed.

ours ago



Greg Jackson

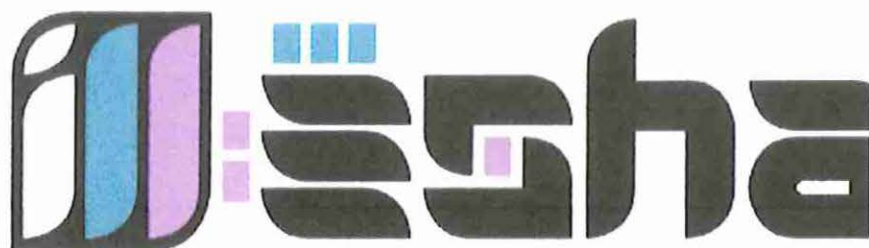
The statue that was built during the party. We will gather a bigger crowd and burn it in the spring. Thank you Buddy Love and crew for all the hard work. You guys rock!!!!

These comments on "The Fall into Winter", facebook site made between December 1 to December 3, 2013

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## Menu

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## Music Artists and Lineup

This is the current lineup of music, subject to change.

Nov 29th 2013 – Fridays Line Up :

1:00pm – 2:00pm – Fett  
2:00pm – 3:00pm – Avarice  
3:00pm – 4:00pm – Word  
4:00pm – 5:00pm – Storme  
5:00pm – 6:00pm – Alexx Horizon  
6:00pm – 7:00pm – Uncommon Sense  
7:00pm – 8:00pm – Toxik  
8:00pm – 9:00pm – Albino Gorilla  
9:00pm – 10:00pm – DanCin  
10:00pm – 11:00pm – Undermind  
11:00pm – 12:00am – Ill-Esha  
12:00am – 1:00am – Axidental  
1:00am – 2:00am – Artofact  
2:00am – 3:00am – Dwrekz  
3:00am – 4:00am – Fyrewolf  
4:00am – 5:00am – Kid Logic  
5:00am – 6:00am – Ninja Monk



**Nov 30th 2013 – Saturdays Line Up :**

1:00pm – 2:00pm – ORION  
2:00pm – 3:00pm – GitDown  
3:00pm – 4:00pm – Undermind  
4:00pm – 5:00pm – MRA  
5:00pm – 6:00pm – Storme  
6:00pm – 7:00pm – ixebache  
7:00pm – 8:00pm – Nordic  
8:00pm – 9:00pm – Lurky  
9:00pm – 10:00pm – Gnarnar  
10:00pm – 11:00pm – Aaron Jackson  
11:00pm – 12:00am – Albino Gorilla  
12:00am – 1:00am – Sporeganic  
1:00am – 2:00am – Cable  
2:00am – 3:00am – Desert Dwellers  
3:00am – 4:00am – Kid Logic  
4:00am – 5:00am – Audio Mirage  
5:00am – 6:00am – Michael Friedman

**Dec 1st 2013 – Sundays Line Up :**

1:00pm – 2:00pm – Uncommon Sense  
2:00pm – 3:00pm – Kid Logic  
3:00pm – 4:00pm – Guda  
4:00pm – 5:00pm – Brainfunk  
5:00pm – 6:00pm – Britz  
6:00pm – 7:00pm – IMFX  
7:00pm – 8:00pm – Avarice  
8:00pm – 9:00pm – Dubvirus  
9:00pm – 10:00pm – Psyfi  
10:00pm – 11:00pm – MaDD HaDDeR  
11:00pm – 12:00am – Social Alchemy  
12:00am – 1:00am – Lafa Taylor  
1:00am – 2:00am – Dj Mom  
2:00am – 3:00am – Smoke-Sign  
3:00am – 4:00am – Man Vs Machine  
4:00am – 5:00am – DJ WuWei  
5:00am – 6:00am – Subaqueous

[Buy Tickets](#)

## 2013-2015 CAMI GRANT

[illegible]

Hi there,

We're ready to get this 2013-2015 CAMI MDT Grant season off the ground and I wanted to give you a few bits of information to be prepared for next steps.

In the next couple days, I will be sending your MDT grant applications back to you for updates. Mostly, you will have to make budget updates to reflect the actual allocation amounts for 2013-2015. We didn't have award figures when the applications were submitted so I asked that everyone use their old award number as a placeholder.

We do have 2013-2015 awards now and I'm pleased to tell you that everyone's allocations are well-up from 2011-2013. Your individual award amount is listed on a modification page in Egrants, which you will receive asap. I hope to have overall allocations posted to CAMI's website by early next week, but want to get the modifications out to you before I deal with webpage updates.

The question of carryover – unspent money from 2011-2013 – has come up and with this year's CAMI grant our policy is to allow programs to keep 5% of their 2011-2013 allocation. This is 2011 money that you may bring into your 2013-2015 budget. Specific information about your carryover, if you have any, is included in the modification requests that I'll send out shortly.

We will not be asking anyone to physically return money to DOJ, but will offset payments...will reduce payments in this next year...while you spend down the 2011-2013 money that isn't counted in your 5% allowance. This is the practice that we used in 2009-2011 and is consistent with the plan that CVSD has for managing grants moving forward.

Once we get our budget modifications taken care of in E-Grants, we'll put grant agreements into place. I'm available to answer any specific questions that you have, but please hold off on anything regarding overall state awards until we get that information posted next week.

In terms of budgets, this is a very exciting grant season for CAMI. I look forward to working with you in this new biennium!

Best regards,

Mike

Michael Maryanov | CAMI Grant Coordinator | Crime Victims Services Division | Oregon Department of Justice |  
503 378-5307

\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\*

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents





## WHAT WE DO

Through the support of our community

Home At Last Humane Society is honored to provide a variety of services to the Columbia Gorge Area

- ♦ Temporary housing and love for homeless companion animals
- ♦ Rehabilitation for homeless companion animals
- ♦ Each adopted animal is spayed/neutered, micro-chipped and vaccinated
- ♦ Low cost community spay/neuter vouchers
- ♦ Emergency food for pets
- ♦ Animeals: provide dog and cat food for Meals on Wheels Participants
- ♦ In school education programming
- ♦ Kids summer camp
- ♦ Low cost vaccination clinics
- ♦ Volunteer opportunities for community members
- ♦ A cans and bottles recycling drop off facility
- ♦ Pet visitors to area assisted living homes
- ♦ Dog training assistance

**ADOPT. FOSTER. DONATE. CARE. 🐾**



# FRIENDS OF THE COLUMBIA GORGE

**December 4, 2013**

**Friends of the Columbia Gorge  
Comments on Easton and Kuehn's application  
#PLASAR-11-10-0014 to construct a single-family dwelling**

**Submitted by  
Nathan Baker, Staff Attorney**

Dear Commissioners:

Friends of the Columbia Gorge has reviewed and would like to comment on the above-referenced application. Friends is a non-profit organization with approximately 5,000 members dedicated to protecting and enhancing the resources of the Columbia River Gorge. Our membership includes hundreds of citizens who reside within the Columbia River Gorge National Scenic Area.

Friends previously commented on the proposed development and participated in subsequent appeals of the Planning Director's decision. Pursuant to that appeal process, Friends entered into a settlement agreement with the applicants to resolve appeal issues and reduce the scenic impacts of the proposed development.

Friends recommends that the Commissioners adopt the conditions of approval for the proposed development as recommended by County Staff.

Thank you for this opportunity to comment on this matter.

*Easton Hearing*

**APO 200': 2N 12E 3C 2800**

**Rowena Dell  
Subivision**

Columbia

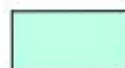
**Subject Property  
Lot 8**

Rowena Creek

***Proposed Development  
on 0.79 acre parcel  
(Rowena Dell Lot 8)***

Prepared November 4, 2013  
By: John Roberts

**Legend**



Easton



Adjacent Property Owners 200'



Taxlots



0 0.05 0.1 0.2 Miles



































# WASCO COUNTY

## *Board of County Commissioners*

511 Washington Street, Suite 302  
The Dalles, Oregon 97058-2237  
(541) 506-2520  
Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*  
Scott Hege, *County Commissioner*  
Steve Kramer, *County Commissioner*

December 4, 2013

To Whom It May Concern

The Dalles Community Based Outpatient Clinic operates to serve the needs of Columbia Gorge Veterans and it is appropriate that it be christened with a name that honors those men and women. Loren R. Kaufman, born in The Dalles, Oregon, gave his life in the service of his country and is the only Medal of Honor recipient whose home town is listed as The Dalles; it is appropriate that a clinic serving local veterans bear his name. Therefore, the Wasco County Board of Commissioners is in support of changing the name of The Dalles Community Based Outpatient Clinic to the Loren R. Kaufman Memorial Veteran Medical Clinic.

Respectfully,

The Wasco County  
Board of Commissioners

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steve D. Kramer, County Commissioner