

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA Wednesday, April 16, 2014**  
**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) [Youth Think Contracts](#), [Road Vacation Report](#), [Preservation Grants](#), [LiDAR Contract](#), [Youth Authority Lease](#), [Treasurer's Report](#), [Watershed Council Requirements](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 4.2.2014 Regular Session](#), [OMG Order](#)

9:30 a.m.      [VSO Quarterly Report](#) – Russell Jones

9:45 a.m.      [Preservation Proclamation](#) – Trish Neal

10:00 a.m.      [Blackburn Fire Rehabilitation Grant](#) – Ryan Bessette

10:15 a.m.      [Marijuana Dispensary Ordinance](#)

10:30 a.m.      [Board of Health](#) – Teri Thalhofer

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



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014

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

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

**Public Comment – County Hours of Operation**

Mike Bertrand of The Dalles asked why the Board holds meetings during the daytime instead of the evening when more people could attend. He also asked why all County offices are not open from 8:00 a.m. to 5:00 p.m.

Chair Hege agreed that it is a good idea to have evening meetings and that it has been a goal of his to do so. He explained that one of the issues is staffing. He also pointed out that when the Board has scheduled evening meetings the attendance has been disappointing – turn out has been very poor. He stated that the Board tries to hold public hearings in the evening to make it easier for citizens to offer testimony.

Commissioner Runyon added that the Board has even held evening meetings in other parts of the County with poor attendance results.

Mr. Bertrand asked about the two County offices that do not open until 10:00 a.m. Chair Hege responded that both of those offices are run by elected official who set their times. He added that in meetings with the assessor candidate he has gotten the

sense that she intends to want to be more accommodating with office hours. He agreed that it would be good to have all the offices open during the same hours.

**Discussion List – Youth Think Contracts**

Youth Services Director Molly Rogers explained that the OHA Grant Agreement adds \$20,000 to continue emotional literacy programs. Youth Think will direct the additional money into the Pocket Full of Feelings program which helps identify and work with children's emotions to improve behaviors for child care providers and in schools; it gives children tools with which to manage their frustrations. Ms. Rogers reported that it has already been implemented with great success at the Great & Small day care center in The Dalles. She added that there will be another contract relating to this in the next couple of weeks.

{{{Commissioner Kramer moved to approve OHA Grant Agreement #145399. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Rogers explained that the Youth Think Grant Agreement with Linda Griswold expands her work to include marketing and community outreach for the Pocket Full of Feelings program supported by the OHA Grant Agreement.

{{{Commissioner Runyon moved to approve the Youth Think Grant Agreement with Linda Griswold. Commissioner Kramer seconded the motion which passed unanimously.}}}

**Discussion List – Road Vacation Report Order**

Public Works Director Marty Matherly explained that the application is for a small section at the end of Bennett Road in the southern part of Wasco County.

Commissioner Kramer asked if this isn't a road on the proposed wind project. Mr. Matherly responded that it is a county road in an area that has that potential. Chair Hege interjected that it will have to be determined if anyone has any concerns in that regard.

Chair Hege asked if there is any fee attached to making a vacation application. Mr. Matherly responded that the fee is \$500.00.



{{{Commissioner Kramer moved to approve Order #14-028 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Bennett Public Road, Tax Lot 900 7S17D Sections 13 and 14 a public road located in Wasco County, Oregon. Commissioner Runyon seconded the motion which passed unanimously.}}}

#### **Discussion List – Preservation Grant**

Mr. Matherly explained that these grants come through the Federal Lands Access Program. It is a preservation call to maintain eligible fixture roads. Wasco County has three that fit well into the request for proposal. He explained that Public Works is seeking the Board's support for the application. He said he is working with the Forest Service to partner on this project and Cameron Sam is working to garner their support.

Chair Hege asked if the roads being proposed are among the most in need of maintenance. Mr. Matherly said that they are not looking for roads that are in need of repair, but rather those on the edge that can be brought back up to good condition without significant repair.

Chair Hege asked if FLAP will approve all the roads submitted as a package or approve each individually. Mr. Matherly replied that when he submitted to this program a few years ago, each submission was considered individually.

Chair Hege asked if matching funds will be required. Mr. Matherly explained that while there is a match requirement of 10.27%, the County is permitted to put forward work to meet the match requirement.

{{{Commissioner Runyon moved to approve Resolution #14-010 in the matter of supporting the Wasco County Public Works Director Roads Preservation Grant projects. Commissioner Kramer seconded the motion which passed unanimously.}}}

#### **Discussion List – LiDAR Contract**

Planning Director John Roberts reminded the Board this project has been discussed at multiple previous Board Sessions. He reported that the contracts are being finalized; he and Finance Manager Monica Morris have both reviewed the contract



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014  
PAGE 4

being considered today. He stated that he anticipates more people joining the effort encouraged by the County's efforts.

Commissioner Runyon asked if the City of The Dalles or the Public Utility District have signed on to the project. Mr. Roberts replied that the PUD has not and he is not confident that the City will join; however the Gorge Commission and others are coming forward to support the effort. Mr. Stone inquired if FEMA would be part of the effort. Mr. Roberts responded that he has been disappointed with FEMA's response in the past as they have made assurances that have never come to fruition. Mr. Stone suggested that a member of the Board contact State FEMA representatives to spur action. Chair Hege suggested that a member of the Board contact one of the senators to act as an advocate for the County.

Chair Hege stated that the total of \$40,186.00 is \$186.00 over the \$40,000.00 allotted. Ms. White reminded the Board that prior to allotting \$40,000.00 the Board had approved \$10,000.00 which would bring the total amount approved to \$50,000.00.

{{{Commissioner Kramer moved to approve DOGAMI Contract #41300-04102014 for LiDAR data in Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}

**Discussion List – Youth Authority Lease**

Mr. Stone explained that this is just an option for renewal being exercised by the Youth Authority. The County holds a long-term lease with the Youth Authority; this will activate the renewal at a 3% increase.

{{{Commissioner Kramer moved to approve the Lease Amendment with the State of Oregon's Youth Authority. Commissioner Runyon seconded the motion which passed unanimously.}}}

**Discussion List – Treasurer's Report**

There were no questions or comments regarding the Treasurer's Report.

**Discussion List – Watershed Council Requirements**

Ms. White explained that the email included in the Board Packet indicated that Anna Buckley, Watershed Council Coordinator, is requesting Board involvement as the councils work to meet new state grant requirements for the formation and operation

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014  
PAGE 5

of the watershed councils. She indicated two upcoming meetings that a member of the Board could participate in.

Commissioner Kramer stated that he could do both meetings. Commissioner Runyon added that he could attend the meeting on June 4<sup>th</sup>. Ms. White said she would relay that response.

**Consent Agenda – 4.2.2014 Minutes & OMG Order**

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

**Agenda Item – Preservation Proclamation**

Trish Neal explained that the month of May is traditionally National Historic Preservation Month. She asked for the support of the County by declaring it so in Wasco County. She noted that the City of The Dalles had done so Monday night, adding that the County has quite a number of historic buildings. She announced that there will be an open house at the Civic on May 18<sup>th</sup> for tours in which people will be able to access parts of the building most have never seen. She expressed hope that the event will help jump start the renovation of the building. She said Main Street will also be involved and plans to showcase several preservation projects that will be going on in the community.

Commissioner Runyon asked if there are other preservation organizations in the County that can be brought into the events. Ms. Neal replied that with the support of the Board she will be contacting others around the County and hopes to have tours of other historic buildings in the County.

Chair Hege read the last paragraph of the proclamation:

NOW, THEREFORE, the Wasco County Board of Commissioners does proclaim May 2014 as: “NATIONAL HISTORIC PRESERVATION MONTH” and call upon the people of Wasco County to join their fellow citizens across the United States in recognizing and participating in this special month through the activities that are happening and participating in this special month through the activities that are happening in our community during the month of May.



{{{Commissioner Kramer moved to so proclaim May as National Historic Preservation Month for 2014 in Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Neal reported that the roof project for the Anderson Barn has been completed.

Chair Hege called for a recess at 9:36 a.m.

The session reconvened at 9:40 a.m.

#### **Agenda Item – VSO Quarterly Report**

Mr. Stone explained that the VSO had mis-calendered his appointment to appear before the Board. He reviewed the report included in the Board Packet explaining that the numbers showcase the good work being done at the Wasco County Veterans Services Office – their award rate is 75% which is significantly higher than other offices around the State.

Further discussion ensued regarding the team of volunteers and staff that have been developed at the Wasco County VSO and the high volume of work that is accomplished there.

Commissioner Runyon reported that the VSO tour had gone very well with the support of many people throughout the County. He outlined the tour route and stated that many good connections were forged through the event. Mr. Stone concurred saying that he has heard from different congressional offices offering assistance.

Commissioner Runyon stated that there has been a good deal of interest in the Wasco County VSO and requests for more information have been coming in as others try to mimic what has been done here.

#### **Agenda Item – Blackburn Fire Rehabilitation Grant**

Ryan Bessette, District Technician / NRCS Planner at Wasco County Soil & Water Conservation District, said that he and Dave Anderson are working on a grant to help restore the 2700 acres of watershed destroyed by the Blackburn fire. He stated that it will cost approximately \$180,000 for replanting and restoring; they are asking for \$120,000.



\*\*\*The Board was in consensus to provide a letter of support for the Blackburn Fire Rehabilitation Grant.\*\*\*

Chair Hege asked how successful the aerial seeding had been. Mr. Bessette replied that he had not seen it, but explained that the seeding was intended to hold the soil in place until they could gather the resources to accomplish a more permanent solution. He said that efforts to obtain financial assistance from FEMA were frustrating and unsuccessful. He concluded by saying that Mother Nature is already making progress in rebuilding the area; this effort will help her along.

#### **Agenda Item – Marijuana Dispensary**

Ms. White reviewed the memo included in the Board Packet. Commissioner Runyon stated that although he does not expect a crowd of people, he would prefer to delay discussion on anything but the mechanics of passage until the appointed time on the agenda.

Chair Hege agreed saying that he is not inclined to take any action on the Ordinance today. He noted that the City of The Dalles has already passed the ordinance at a Public Hearing. He pointed out that the ordinance can be rescinded prior to the end of the moratorium should the State make the rules and regulations more clear.

Further discussion ensued regarding what is being done in other counties and municipalities. Commissioner Runyon observed that if the County passes this ordinance, cities within the County will have an option to follow the County ordinance without having to draft one of their own.

Commissioner Kramer reported that he has heard that there are 385 prescriptions for medical marijuana in the Wasco County and there have been no applications for a dispensary.

Some discussion ensued as to where in the County a dispensary might be placed. At 10:15 a.m. the Board began to discuss how to proceed with the proposed Ordinance. Commissioner Runyon read the title of the ordinance into the record:

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014  
PAGE 8

Ordinance #14-001 In the matter of an ordinance declaring a moratorium on medical marijuana facilities in Wasco County, and declaring an emergency.

\*\*\*The Board was in consensus to entertain final passage of the Medical Marijuana Dispensary Moratorium Ordinance at a Special Session to be held at the Wasco County Courthouse at 5:30 p.m. on April 30, 2014.\*\*\*

**Agenda Item – Board of Health Requests**

Public Health Director Teri Thalhofer came forward to make two requests on behalf of the Board of Health. She handed documents to the Board outlining both requests (attached).

The first request Ms. Thalhofer addressed was the Household Hazardous Waste (HHW) fees that come into Wasco County for the Tri-County Hazardous Waste Program overseen by the Tri-County Hazardous Waste Steering Committee. When the North Central Public Health District separated from Wasco County in January, HHW funds were transferred to Public Health to maintain the program through the end of the fiscal year. Ms. Thalhofer reviewed the handout explaining the BOH request for HHW funds.

Chair Hege noted that at the most recent City of The Dalles Council meeting, they confirmed that the IGA they signed as a member of the Steering Committee assigned Wasco County as the Lead Agency and they expect the County to continue in that role. Commissioner Kramer added that in a memo he received from the City, they feel that the County violated the agreement when Public Health was designated to take on that role on behalf of the County. He said that there is a tentative agreement to make that change by the end of the fiscal year. Ms. Thalhofer disagreed saying that the agreement is to create a transition and warned that Sherman County has threatened to withdraw if Wasco County is the Lead Agency.

Chair Hege stated that discussions are continuing to occur. Ms. Thalhofer said that each member of the Steering Committee has agreed to take it to their governing body for clear direction.

Mr. Stone stated that the County is planning for the program to return to Wasco County. Ms. Thalhofer responded that the program is in the Public Health budget.



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014  
PAGE 9

Chair Hege asked Ms. Thallofer for further explanation. Ms. Thallofer said that the surcharge is coming into Wasco County but not being transferred to NCPHD. Money was transferred at the uncoupling but those funds will eventually be depleted.

Finance Director Monica Morris said that the future of the program is unknown at this point; if the program is coming back to Wasco County then NCPHD has sufficient funding to run the program through June, 2014. If the decision is made to leave the program at NCPHD, then it makes sense to transfer the funds. If that is the case then Wasco County can act as a pass-through agency for the funds or a resolution could be passed to have the payments go directly to NCPHD.

Chair Hege stated that it seems as though the question of Lead Agency should be resolved before budget. Commissioner Kramer stated that he believes they can move forward now as all that was holding them up was the decision of the City of The Dalles which they now have. Chair Hege said that he does not think this needs to be done today but should be readdressed once there is a decision from the Steering Committee.

**\*\*\*The Board was in consensus to defer the decision as to whether or not to transfer Household Hazardous Waste surcharge funds to NCPHD until such time as all signers to the IGA have been polled.\*\*\***

Ms. Thallofer read the second handout outlining the BOH request for contingency funds in the amount of \$12,561 which is the additional amount that the BOH had requested when the 2013-2014 Wasco County Budget had been set. She explained that year-to-date revenue should be at 75% budgeted but as a result of health care reform they are at 56% of budgeted revenue.

Some discussion ensued regarding the impact and mechanics of the Health Care Reform Act as well as the possible consequences of reduced services.

Commissioner Runyon asked Mr. Stone and Ms. Morris to offer an opinion. Mr. Stone replied that there is a contingency fund available to the Board but that there are really no numbers to document the request so it is difficult to address with just the information being provided here. He stated that he would need to see the budget and the budget to actual to be able to speak to the request being made. He added that



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014  
PAGE 10

Public Health should have been monitoring revenues throughout the year and reacting to reductions in revenue. He noted that the Road and Weed departments are facing reductions as well.

Commissioner Kramer suggested that Public Health Business Manager Kathi Hall and Ms. Morris should share numbers and develop a plan as this issue is prolonging the separation process.

Ms. Thalhoffer replied that if directed by the Board, they can do that. She said that she believes lack of direction has caused this chaos.

Commissioner Runyon stated that he is happy to be part of that direction. He stated that what has been provided does not have the necessary level of facts; it does not seem unreasonable on the surface but it lacks the detail necessary to make an informed decision.

Ms. Thalhoffer replied that they would work with Ms. Morris and return to the Board on April 29<sup>th</sup>.

**Commission Call**

Commissioner Runyon said that Senator Wyden held a town hall at OVH where Commissioner Runyon had thanked him for his support. At dinner there was a smaller group of eight including the Mayor, PUD Director, and Commissioner Runyon and others – there were good conversations.

Commissioner Kramer reported that he attended the Cattlemen's association meeting in Maupin where they discussed the formation of the Wolf Compensation Committee. They have set a goal to have that in place by June 18<sup>th</sup> and from there will move forward with the grant application process and ideas for how producers will be protected. He reminded the Board that Wasco County is federally listed; as a result they will follow different guidelines than neighboring counties who are state listed. He said that there will be a presentation before the Board of County Commissioners at the May 7<sup>th</sup> meeting. The Committee should receive \$200,000 for the biennium for compensation which will go not only to compensation but also toward the tools to keep wolves out of the herds.

Chair Hege asked if there will be an application process for the committee members. Commissioner Kramer replied that he is working to develop an application.

Commissioner Runyon observed that the e-coli mystery in Mill Creek has been narrowed to 12 potential source houses. He asked where Public Health is with that issue. Ms. Thalhoffer responded that Public Health has jurisdiction over drinking water but not recreational water which is not routinely tested. This issue came to light when the Soil and Water Conservation District tested the water for pesticide run-off in order to protect aquatic life. All of the homes in the area are on City Water/Sewer and further investigation indicates that it is outside the sewer system. She explained that it is a slow and methodical process. Area residents have been warned to stay out of the creek. DEQ has been contacted but they have limited enforcement resources. She noted that the water draining from the mystery pipe is clear liquid, not obvious sewage. There has been some speculation that some septic fields are draining through and being filtered by the soil before being collected by this pipe and spilling into the creek. The hypothesis is that the pipe was originally placed to access a spring.

Ms. Thalhoffer announced that a NACHO webinar will take place tomorrow afternoon and will cover non-medical marijuana. She noted that it might be useful to the Board as they consider the ordinance. She said Public Health is working to prepare for it.

Chair Hege adjourned the session at 10:58 a.m.

#### **Summary of Actions**

##### **Motions Passed**

- To approve OHA Grant Agreement #145399.
- To approve the Youth Think Grant Agreement with Linda Griswold.
- To approve Order #14-028 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Bennett Public Road, Tax Lot 900 7S17D Sections 13 and 14 a public road located in Wasco County, Oregon.


WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014  
PAGE 12


- To approve Resolution #14-010 in the matter of supporting the Wasco County Public Works Director Roads Preservation Grant projects.
- To approve DOGAMI Contract #41300-04102014 for LiDAR data in Wasco County.
- To approve the Lease Amendment with the State of Oregon's Youth Authority.
- To approve the Consent Agenda – 4.2.2014 BOCC Minutes & OMG Order.
- To so proclaim May as National Historic Preservation Month for 2014 in Wasco County.


Consensus

- To provide a letter of support for the Blackburn Fire Rehabilitation Grant.
- To entertain final passage of the Medical Marijuana Dispensary Moratorium Ordinance at a Special Session to be held at the Wasco County Courthouse at 5:30 p.m. on April 30, 2014.
- To defer the decision as to whether or not to transfer Household Hazardous Waste surcharge funds to NCPHD until such time as all signers to the IGA have been polled.

WASCO COUNTY BOARD  
OF COMMISSIONERS

  
\_\_\_\_\_  
Scott Hege, Commission Chair

  
\_\_\_\_\_  
Rod Runyon, County Commissioner

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



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1. [Youth Think Contracts](#) – Molly Rogers
2. [Road Vacation Report Order](#) – Marty Matherly
3. [Preservation Grant Applications](#) – Marty Matherly
4. [LiDAR Contract](#) – John Roberts
5. [Youth Authority Lease](#)
6. [Treasurer's Report](#)
7. [Watershed Council Requirements](#)

## **Discussion Item**

### **Youth Think Contracts**

- [OHA Grant Agreement #145399](#)
  - [Introductory Email](#)
  - [Contract](#)
- [Youth Think Grant Contract with Linda Griswold](#)



Debby Jones &lt;debbyj@co.wasco.or.us&gt;

---

**Contract #145399 for Signature**

1 message

**Goertzen Tami J** <tami.j.goertzen@state.or.us>

Mon, Mar 31, 2014 at 3:41 PM

To: "debbyj@co.wasco.or.us" &lt;debbyj@co.wasco.or.us&gt;

Wasco County

Acting by and through its Youth Think Youth Services

Attn: Debby Jones

**To ensure timely processing of your contract/amendment, please reply and confirm receipt of this communication.**

Attached, for your signature, is Document #: 145399 with the State of Oregon acting by and through its Department of Human Services and Oregon Health Authority. If you have any questions you may call the contract specialist, April D. Barrett at (503) 945-5821.

Complete and return the following by e-mail or fax:

1. Contractor Data and Certification including insurance (page 3)
2. Signature page - sign and date the signature page (page 5)
3. Contractor Tax Identification Information form
4. Document Return Statement (If this form is completed, please do not return the entire contract.)

Please see signature block below for return contact information. After obtaining the appropriate signatures, an executed document will be forwarded to you for your records.

Important Notice: DHS and OHA no longer issue checks for contract services and supplies. To receive payments, contractors must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. Enrolling in EFT is as easy as completing the Direct Deposit Authorization Form found at: <http://www.oregon.gov/DHS/admin/contracts/>.

Only one form is required per contractor, regardless of how many contracts you have with DHS or OHA. If you already have EFT set up for any type of payment, please do not send in another form. If you have questions regarding EFT, contact the EFT Coordinator at (503) 945-5710.





DHS SHARED SERVICES  
Office of Contracts and Procurement



John A. Kitzhaber, MD, Governor

250 Winter St NE, Room  
306  
Salem, OR 97301  
Voice: (503) 945-5818



Grant Agreement Number 145399



**STATE OF OREGON  
OREGON HEALTH AUTHORITY  
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through the Oregon Health Authority, hereinafter referred to as "OHA," and

**Wasco County  
Acting by and through its Youth Think Youth Services  
610 Court Street  
The Dalles, OR 97058  
Telephone: 541-506-2673  
Facsimile: 541-506-2671  
E-mail address: [debbyj@co.wasco.or.us](mailto:debbyj@co.wasco.or.us)**

hereinafter referred to as "Grantee."

Work to be performed under this Agreement relates principally to the OHA's

**Addictions and Mental Health Division  
500 Summer Street, E86  
Salem, Oregon 97301  
Agreement Administrator: Karen Wheeler or delegate  
Telephone: 503-945-6191  
Facsimile: 503-378-8467  
E-mail address: [karen.wheeler@state.or.us](mailto:karen.wheeler@state.or.us)**

**1. Effective Date and Duration.**

This Agreement shall become effective on March 1, 2014. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on August 31, 2015. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

**2. Agreement Documents.**

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Transforming Health through Emotional Literacy Prevention Project
- (2) Exhibit A, Part 2: Disbursement
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Insurance Requirements
- (5) Exhibit D: Required Federal Terms and Conditions
- (6) Attachment 1: Program Narrative & Successes Report

There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

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

**3. Grant Disbursement Generally**

In accordance with the terms and conditions of this Agreement, OHA shall provide the Grantee with a maximum amount of \$50,000.00 (the "Grant") as described in Exhibit A., Part 2.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

☒ Grantee is a sub-recipient; OR ☐ Grantee is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.959



5. **Grantee Data and Certification**

- a. **Grantee Information.** Grantee shall provide information set forth below. This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

Grantee Name (exactly as filed with the IRS): Wasco County / Youththink

Street address: 511 Washington, Ste 207

City, state, zip code: The Dalles, Oregon. 97058

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

Telephone: (541) 506-2673 Facsimile: (541) 506-2671

Federal Employer Identification Number: 93-6003315

**Proof of Insurance:**

Workers' Compensation Insurance Company: SAIF Corp.

Policy #: 482892 Expiration Date: 6/30/14

The above information must be provided prior to Agreement approval. Grantee shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Grantee and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee. Without limiting the generality of the foregoing, by signature on this Agreement, the Grantee hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., Grantee Data and Certification, is Grantee's true, accurate and correct information;

- (3) To the best of the undersigned's knowledge, Grantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (4) Grantee and Grantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - (5) Grantee is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at:  
<https://www.sam.gov/portal/public/SAM/>; and
  - (6) Grantee is not subject to backup withholding because:
    - (a) Grantee is exempt from backup withholding;
    - (b) Grantee has not been notified by the IRS that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified Grantee that Grantee is no longer subject to backup withholding.
- c. Grantee is required to provide its Federal Employer Identification Number (FEIN). By Grantee's signature on this Agreement, Grantee hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Grantee is also required to provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY  
ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT,  
AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**6. Signatures:**

**Wasco County acting by and through its Youth Think Youth Services**

**By:**

_____	Chair Wasco County Board of Commissioners	April 16, 2014
Authorized Signature	Title	Date

**State of Oregon acting by and through its Oregon Health Authority pursuant to ORS 190**

**By:**

_____	_____	_____
Authorized Signature	Title	Date

**Approved for Legal Sufficiency:**

_____	Exempt per OAR 137-045-0030(l)(a)
Assistant Attorney General	Date

**OHA Program:**

Approved via email by Arlenia Broadwell	3/28/2014
Name	Date

**Office of Contracts and Procurement:**

_____	_____
Contract Specialist	Date

APPROVED AS TO FORM:

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

## **EXHIBIT A**

### **Part 1**

#### **Transforming Health through Emotional Literacy Prevention Project**

1. **Name of Innovative Prevention Project:** Transforming Health through Emotional Literacy
2. **Purpose:** Transforming Health through Emotional Literacy project will consist of introducing the concept and importance of emotional literacy to a variety of individuals and organizations. Special emphasis will focus on children ages 2-7 and those in the Hispanic and Native American communities. Utilizing a strategy that provides a new way of looking at wellness by strengthening and creating new parenting programs in addition to incorporating physical and behavioral health at the earliest of ages in order to create lasting behavior change and an increase in long term wellness.
3. **Description of allowable activities:** this Grant shall only be used in activities related to the innovative prevention project named above and in response to RFGP 3680. Activities must include:
  - a. Creating and implementing a networking strategy and strategic marketing plan with an expectation of increased knowledge of emotional literacy by targeting health care providers, key child serving stakeholders, and parents and community members at large.
  - b. Completing the Tri-Ethnic community readiness assessment with emotional literacy as a key question.
  - c. Conducting "Pocket Full of Feelings Parenting Boot Camp" training with a minimum of six sessions completed while building capacity for family utilization.

OHA reserves the right to recover any funds as described in Exhibit B., Section 6., "Recovery of Overpayments"

#### **4. Reporting Requirements:**

Grantee shall capture Transforming Health through Emotional Literacy prevention project activity by submitting semi-annual activity reports as described in Attachment #1 to OHA. Grantee shall also provide an end of prevention project completion report which shall include number of people served and a list of all major project outcomes.

#### **Semiannual and Final Completion report shall be submitted to the following:**

Addictions and Mental Health Services

Attn: Contract Administrator

500 Summer Street NE – E86

Salem, OR 97301-1118

amhcontract.administrator@state.or.us



## **EXHIBIT A**

### **Part 2 Disbursement**

1. **Disbursement Provisions:** Upon execution of this Agreement and acceptance of a completed invoice, OHA will disburse the entire Grant amount to Grantee.
2. **Travel and Other Expenses:** OHA shall not reimburse Grantee for any travel or additional expenses under this Agreement.

## **EXHIBIT B**

### **Standard Terms and Conditions**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Grantee and OHA, 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties**
  - a. Grantee represents and warrants as follows:
    - (1) **Organization and Authority.** Grantee is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action by Grantee and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of 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 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 Grantee of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) Grantee has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Grantee will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Grantee's industry, trade or profession;
- (5) Grantee shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) Grantee prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b. OHA represents and warrants as follows:**

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (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 OHA is a party or by which OHA 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 OHA of this Agreement, other than approval by the Department of Justice if required by law.



- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, 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. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 5. **Funds Available and Authorized Clause.**
  - a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Grantee is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
  - b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Grantee shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Grantee shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. Grantee shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Grantee elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Grantee shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Grantee.
- 6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between Grantee and OHA, result in payments to Grantee to which Grantee is not entitled, OHA, after giving to Grantee written notification and an opportunity to object, may withhold from payments due to Grantee such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if Grantee objects to the withholding or the amount

proposed to be withheld, Grantee shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. **Compliance with Law.** Nothing in this Agreement shall require Grantee or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

8. **Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "Grantee Intellectual Property" means any intellectual property owned by Grantee and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Grantee.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by Grantee or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the Grantee owns, Grantee grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. If state or federal law requires that OHA or Grantee grant to the United States a license to any intellectual property, or if state or federal law requires that the OHA or the United States own the intellectual property, then Grantee shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by Grantee in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to Grantee to use, copy, distribute, display, build upon and improve the intellectual property.
- d. Grantee shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. **Grantee Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;



- b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by Grantee is untrue in any material respect when made;
  - c. Grantee (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) takes any action for the purpose of effecting any of the foregoing; or
  - d. A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (3) 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 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).
- 10. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
  - a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
  - b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by Grantee to measure performance by OHA is untrue in any material respect when made.
- 11. **Termination.**
  - a. **Grantee Termination.** Grantee may terminate this Agreement:
    - (1) For its convenience, upon at least 30 days advance written notice to OHA;
    - (2) Upon 45 days advance written notice to OHA, if Grantee does not obtain funding, appropriations and other expenditure authorizations from Grantee's governing body, federal, state or other sources sufficient to permit Grantee to satisfy its performance obligations under this Agreement, as determined by Grantee in the reasonable exercise of its



administrative discretion;

- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Grantee may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Grantee no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to Grantee;
- (2) Upon 45 days advance written notice to Grantee, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to Grantee or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to Grantee if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to Grantee, if any license or certificate required by law or regulation to be held by Grantee or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that Grantee or a subcontractor no longer meets requirements to perform the Work. This termination right

may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;

- (6) Immediately upon written notice to Grantee, if OHA determines that Grantee or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

**12. Effect of Termination.**

a. **Entire Agreement.**

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay Grantee under this Agreement.
- (2) Upon termination of this Agreement, Grantee shall have no further obligation to perform Work under this Agreement.

- b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**13. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**14. Insurance.** Grantee shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**15. Records Maintenance; Access.** Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation



arising out of or related to this Agreement, whichever date is later. Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires Grantee or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Grantee or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Grantee shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or Grantee, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
  - a. Grantee shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **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.
20. **Subcontracts.** Grantee shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Grantee shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Grantee with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.



21. **No Third Party Beneficiaries.** OHA and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Grantee's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed 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. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
250 Winter St NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile Number: 503-378-4324

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments 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 and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Construction.** [Reserved]
30. **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 Grantee (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 Grantee in such proportion as is appropriate to reflect the relative fault of the State 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 State 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 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 Grantee is jointly liable with the State (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 State in such proportion as is appropriate to reflect the relative fault of the Grantee 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 Grantee 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 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.

31. **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 ("Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
32. **Stop-Work Order.** OHA may, at any time, by written notice to the Grantee, require the Grantee to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Grantee shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
  - a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination. If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Grantee, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.



## EXHIBIT C

### Subcontractor Insurance Requirements

**General 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 as specified in this Exhibit C and meeting all the requirements under this Exhibit C 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 OHA. 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 whom the Grantee directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **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). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Professional Liability.**

☐ Required by OHA ☒ Not required by OHA

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 the following, as determined by OHA:

3. **Commercial General Liability.**

☒ Required by OHA ☐ Not required by OHA

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. 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 OHA:

**Bodily Injury/Death:**

☒ Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$2,000,000.  
From July 1, 2015 and every year thereafter the adjusted limitation as determined by the  
State Court Administrator pursuant to ORS 30.271(4).

☒ Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ..\$4,000,000.  
From July 1, 2015 and every year thereafter the adjusted limitation as determined by the  
State Court Administrator pursuant to ORS 30.271(4).

**AND**

**Property Damage:**

☒ Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014: ...\$200,000.  
From July 1, 2014 and every year thereafter the adjusted limitation as determined by the  
State Court Administrator pursuant to ORS 30.273(3).

☒ Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2014: ...\$600,000.  
From July 1, 2014 and every year thereafter the adjusted limitation as determined by the  
State Court Administrator pursuant to ORS 30.273(3).

**4. Automobile Liability Insurance.**

☐ Required by OHA ☒ Not required by OHA

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").

- 5. Additional Insured.** The Commercial General Liability insurance and Automobile  
Liability insurance must include the State of Oregon, its officers, employees and agents  
as Additional Insureds but only with respect to the contractor's activities to be performed  
under the Subcontract. Coverage must be primary and non-contributory with any other  
insurance and self-insurance.
- 6. "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 Grantee'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 OHA may  
grant approval of the maximum "tail" coverage period reasonably available in the

marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** Grantee 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.



## EXHIBIT D

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Grantee shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental

Protection Agency. Grantee shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Grantee certifies, to the best of the Grantee's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to Grantee under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.



- f. No part of any federal funds paid to Grantee under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to Grantee under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. Grantee shall determine if Grantee will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that Grantee will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, Grantee shall comply and cause all subcontractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Grantee and OHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that Grantee is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, Grantee shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 *et. seq.*, or



OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or by looking up form number 2090 on the OHA web site at <https://apps.state.or.us/cf1/FORMS/>.

- b. Data Transactions Systems. If Grantee intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Grantee shall execute an EDI Trading Partner Agreement with OHA and shall comply with OHA EDI Rules.
  - c. Consultation and Testing. If Grantee reasonably believes that the Grantee's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Grantee shall promptly consult the OHA Information Security Office. Grantee or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- 7. **Resource Conservation and Recovery.** Grantee shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 8. **Audits.**
  - a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
- 9. **Debarment and Suspension.** Grantee shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 10. **Drug-Free Workplace.** Grantee shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Grantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a



controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Grantee's workplace or while providing services to OHA clients. Grantee's notice shall specify the actions that will be taken by Grantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Grantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Grantee, or any of Grantee's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Grantee or Grantee's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Grantee or Grantee's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** Grantee shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
12. **Medicaid Services.** Grantee shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Grantee shall acknowledge Grantee's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **Agency-based Voter Registration.** If applicable, Grantee shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care



entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
  - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
  - d. Grantee shall make the disclosures required by this Section 14. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
15. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Grantee agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

**Attachment 1**  
**Oregon Health Authority**  
**Addictions and Mental Health Division**

**Innovative Prevention Project Narrative & Successes Report**

- ☐ March 2014 through June 30, 2014
- ☐ July 1, 2014 through Dec 31, 2014
- ☐ January 1, 2015 through June 31, 2015

**Grantee Name:** \_\_\_\_\_

**Grant Agreement Number:** \_\_\_\_\_

The “success stories” and other activities used in answers to the questions below will be used to highlight prevention services across the state in our Annual Substance Abuse Prevention Report. You may include pictures and/or relevant graphics, charts, or graphs to further explain your successes. Please indicate whether or not you grant AMH permission to use these items in creating the statewide annual report.

Referring to your innovative prevention project of this Grant Agreement during the current reporting time frame, please answer the following questions:

1. Which objectives or activities do you consider to have been the most successful and why?
2. Which objectives or activities that you had planned to implement did not work out as you had hoped or expected, and why?
3. What overall challenges or obstacles did you encounter?
4. What factors were already in place that contributed to your success?
5. What percent of budget has been spent to date?
6. How could we provide you with improved support at the state level?

FAX: (503) 373-7365

## DOCUMENT RETURN STATEMENT

March 31, 2014

**Re:** Document #: 145399, hereinafter referred to as "Document."

Please complete the following statement and return it along with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable).

**Important:** If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Noemi Arismendez at (503) 945-6841.

I Scott Hege, Chair - Board of CC  
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Wasco County Acting by and through its Youth Think Youth Services, by e-mail from Eileen Blackman on March 31, 2014.

On \_\_\_\_\_, I signed the electronically transmitted Document without  
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

\_\_\_\_\_  
(Authorizing Signature)

\_\_\_\_\_  
(Date)



**CONFIDENTIAL**  
**Contractor Tax Identification Information**  
For Accounting Purposes Only

March 31, 2014

Wasco County Acting by and through its Youth Think Youth Services

Re: Document #: 145399

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Business Name (tax filing): Wasco County  
Billing Address: 511 Washington Suite 207  
City: The Dalles State: OR Zip: 97058  
Phone 541-506-2770  
FEIN: 93-6003315 or  
SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Please return this completed form to:

Eileen Blackman  
Department of Human Services  
Office of Contracts and Procurement  
250 Winter St NE  
Salem, OR 97301  
eileen.blackman@state.or.us  
Phone: (503) 947-5474  
Fax: (503) 373-7365

**A. Grant Description      Amended**

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

**Grantee:** Linda Griswold  
2617 E. 10<sup>th</sup> St.  
The Dalles, Or. 97058  
**Grant Title:** Marketing Consultant  
**Total Grant Amount:** \$15,230.00  
**Grant Period:** April 1, 2014 thru June 30, 2015

Grant Amount	Funding Stream Overview	OAR	ORS	Approved Program Description
	AD70 / State Innovation Grant			<p><u><b>Desired Outcome:</b></u> Assist YOUTHTHINK in its sustainability planning and strategy implementation as well as expansion of the YOUTHTHINK name and brand.</p> <p><u><b>Strategies to implement:</b></u></p> <ol style="list-style-type: none"><li>1. Provide consultation services to YOUTHTHINK and county youth in implementing Challenge Day, Above the Influence and other media campaigns such as Parents Who Host Lose the Most and Most Of Us Don't campaigns.</li><li>2. Provide consultation services to youth and web designer in establishing YOUTHTHINK video shorts in conjunction with website as well as a corporate web blog.</li><li>3. Responsible for promotion of the following community events:<ol style="list-style-type: none"><li>a. Saturday Family Movie Program</li><li>b. Challenge Day</li><li>c. Above the Influence</li><li>d. Parents Who Host Lose the Most</li><li>e. Additional events as presented</li></ol></li><li>4. Assist in Youth/Community Emotional Literacy initiative<ol style="list-style-type: none"><li>a. Provide consultation services to YOUTHTHINK Coordinator and designated community sponsors for the sustainability of YOUTHTHINK.</li></ol></li></ol> <p>Total work load not to exceed an average of 20 hours a month</p>



---

## B. GRANT REQUIREMENTS

---

- a. This grant is made subject to the condition that the amount of up to \$15,230 will be expended for the purposes of providing services as identified under the approved program description, designated funding stream, and/or in accordance with state statute and administrative code.
- b. The Grantor must be promptly notified about any of the following during the grant period:
  - 1. Change in program contact personnel of the organization
  - 2. Change in address or phone number
  - 3. Change in name of the organization
  - 4. Change in 501c3 non-profit status
  - 5. Any development that significantly affects the operation of the program or organization.
- c. The Grantee shall provide the Grantor with the program and financial reporting documents outlined in Section E of this agreement.
- d. The Grantee shall abide by all provisions of this grant agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.
- e. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, or if Grantee materially breaches this grant agreement, all grant funds that may be deemed unearned, unjustified, or inappropriately expended must be returned to the Grantor.
- f. Grantee is solely responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through this grant. All persons employed by the Grantee shall be employees of the Grantee. Except for claims arising solely from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and hold the County harmless from and against all actions, suits, claims and demands for loss of damage, including property damage, personal injury, and wrongful death, arising out of or in connection with Grantees performance of this grant agreement.
- g. Perform services as an equal opportunity employer. Grantee shall not deny services or discriminate on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in selection, compensation, or other employment practices with respect to personnel coming under the auspices of the Grantee, and the Grantee will otherwise comply with the provision and requirements of Title IV of the Civil Rights Act of 1974, and all requirements issued by the Department of Justice.
- h. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.
- i. Grantee acknowledges and agrees for the purposes of this Agreement that they shall comply with all provisions of ORS 419B.005 through ORS 419B.045.
- j. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access Law, ORS 417.270.
- k. Grantee acknowledges and agrees to be culturally competent. Culturally competency means the development of behaviors, attitudes and policies that enable providers to deliver services in ways that meet the needs of a variety of diverse cultures.
- l. Grantee acknowledges that any and all products provided by the grantor for use or implementation of this grant are the sole property of the grantor and must be returned upon completion of the grant.



---

### **C. Grant Payment**

---

1. Upon receipt of the signed grant agreement, the Grantor will be paid \$982 a month for 15 months. Grant payments are contingent upon the Grantee satisfactorily conducting the previous program substantially as reflected in timely reports required herein.
2. Grant payments are subject to the availability of funds. In the event that sufficient funds shall not be appropriated for the payment of consideration required under this grant agreement, and if Grantor has no funds legally available for such consideration from other sources, then Grantor may terminate the grant agreement with written thirty (30) day notice.
3. A total of \$500 of this grant has been identified for administrative costs. Administrative expenses are not to exceed \$500. Grantee must bill for administrative costs with normal monthly billing.

---

### **D. Unexpended Funds**

---

If the funds have not been completely expended at the end of the grant period, June 30, 2015 then Grantee agrees to immediately notify the Grantor. All funds determined to be under-expended, unexpended, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment; and as needed refunded to the State or original funding source.

---

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

---

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

---

### **E. IRS Status**

---

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

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

## Project Budget 2014 - 2015

REVENUE SOURCES		TOTAL
2014-2015 AD70 Funds		\$ 8,900.00
2014 -2015 State Innovation Prevention Grant		\$ 6,330.00
<b>TOTAL REVENUE</b>		<b>\$15,230.00</b>
<b>EXPENCES</b>		
Monthly Contract Fee		\$14,730.00
Payment will be split into 15 equal payments of \$982. Grantee shall invoice YOUTHTHINK by the 10 <sup>th</sup> of each month.		
Administrative Cost (to be billed by contractor)		\$ 500.00
<b>TOTAL Expenses</b>		<b>\$ 15,230.00</b>

---

F. Signatures

---

Grantee:

  
\_\_\_\_\_  
Linda Griswold

4-8-2014  
\_\_\_\_\_  
Date

Grantor:

\_\_\_\_\_  
Scott Hege, Wasco County Commissioner, Chair

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Molly Rogers, Director  
Wasco County Youth Services

4-8-2014  
\_\_\_\_\_  
Date

☐ Approved to Form

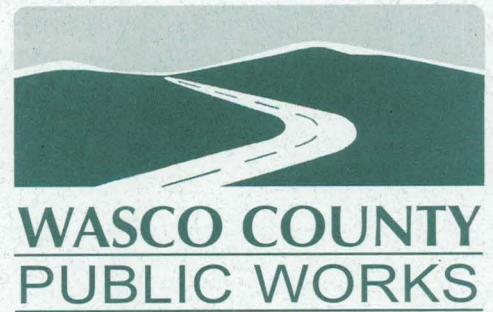
\_\_\_\_\_  
Eric Nisley, Wasco County District Attorney

\_\_\_\_\_  
Date



**Discussion Item**  
**Road Vacation Report Order**

- [Road Master Memo](#)
- [Petition](#)
- [Exhibit A](#)
- [Exhibit B](#)
- [Order #14-028 Directing the Public Works Director  
to Prepare a Report](#)



April 10, 2014

2705 EAST 2ND STREET  
THE DALLES, OR 97058-4097

541-506-2640  
FAX-506-2641

To: Wasco County Board of Commissioners

From: Marty Matherly *Marty*  
Public Works Director  
Wasco County

Re: Petition to Vacate  
A portion of Bennett Road No. 300

The Wasco County Road Department received a petition meeting the requirements under ORS 368.326 to 368.366 requesting the vacation of a portion of Bennett Road, No. 300 in Section 13 and 14, T.7N, R17E, W.M.

The petition included the required information:

1. A legal description of the road proposed to be vacated.
2. A statement of the reason for requesting the vacation of the road.
3. Names and addresses of all persons affected by the road proposed to be vacated.
4. Notarized signatures of either owner's of 60 percent of the land abutting the road proposed to be vacated or 60 percent of the owners of land abutting the road proposed to be vacated.

***Action needed: The County Governing Body shall direct the County Road Official to prepare and file with the governing body a written report.***

The report must contain:

1. An assessment of whether the vacation would be in the public interest.
2. A description of the ownership of the road proposed to be vacated.
3. A description of the present use of the road proposed to be vacated.



P E T I T I O N

TO THE WASCO COUNTY COURT  
511 WASHINGTON STREET  
THE DALLES, OREGON 97058

Gentlemen:

We the following undersigned property owners of Wasco County, hereby petition you to vacate the following described portion of:

DESCRIPTION (Bennett Road extending into Tax Lot 900  
(2517E Sections 13 and 14 owned by  
(Black Rock Grazing Cooperative  
(

Attached hereto and by this reference made a part hereof is a map marked Exhibit "A", which shows in detail the above described road or street.

REASON TO VACATE (Portion of Bennett Road is unmaintained.  
(Property adjacent to Bennett Road owned by  
(Black Rock Grazing Cooperative. Road is exclusively  
(privately used by Black Rock Grazing Cooperative.

List of All Abutting Landowners

Address

Black Rock Grazing Cooperative Inc

63711 Coelsch Rd Meru OR 97039

Ron Bobley member

PO Box 362 Kent OR 97033

Leo + Krista Coelsch member

63711 Coelsch Rd Meru OR 97039

Mark + Sharon Spencer member

66902 Hwy 97 Meru OR 97039

Art + Shirley Decker member

PO Box 523 Kent OR 97033

Stan + Tonga Decker member

PO Box 1667 The Dalles OR

Bryce + Kristie Coelsch

66101 Hwy 97 Meru OR 97039

All petitioners must be owners of property abutting the road sought to be vacated. Each petitioner must attach a signature page signed before a Notary. If 100% of the abutting landowners sign the petition, the road may be vacated without Public Hearing.

Received:  
Jan. 22, 2014  
MM }



PETITIONED ROAD: Bennett Road

NAME OF PETITIONER: Stanley Roy Decker

Tonya Gwen Decker

PO Box 1667 The Dalles OR 97058

(ADDRESS)

Stanley Roy Decker  
(SIGNATURE)  
Tonya G Decker

STATE OF Oregon )

COUNTY OF Wasco )

ss.

Date Jan 8, 2014

Personally appeared the above named Stanley R. Decker & Tonya G. Decker  
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Shae R. Kasinger  
Notary Public for Oregon (State)  
My Commission Expires: 10.31.16

Note: If ownership is jointly held, simply add another signature line.

PETITIONED ROAD: Bennett Road

NAME OF PETITIONER: J Arthur Decker

Shirley Lee Decker  
PO Box 523 Kent OR 97033  
(ADDRESS)

J Arthur Decker  
(SIGNATURE)

Shirley Lee Decker

STATE OF Oregon )

COUNTY OF Wasco ) ss.

Date Jan 8, 2014

Personally appeared the above named J. Arthur Decker & Shirley L. Decker  
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Shae R. Kasinger  
Notary Public for Oregon (State)  
My Commission Expires: 10.31.16

Note: If ownership is jointly held, simply add another signature line.



PETITIONED ROAD: Bennett Road

\* NAME OF PETITIONER: Bryce + Kristie Coelsch

66101 Hwy 97  
Moro, OR 97039  
(ADDRESS)

\* Bryce Coelsch  
(SIGNATURE)

\* Kristie Coelsch

STATE OF Oregon)

COUNTY OF Sherman)

ss.

Date Jan 10, 192014

Personally appeared the above named Bryce Coelsch + Kristie Coelsch  
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Jennifer J. Miller  
Notary Public for Oregon (State)  
My Commission Expires: July 7, 2014

Note: If ownership is jointly held, simply add another signature line.



PETITIONED ROAD: Bennett Road

✓ NAME OF PETITIONER: Mark & Sharon Spencer

66902 Hwy 97

MORO, OR 97039  
(ADDRESS)

✓ Sharon Spencer  
(SIGNATURE)

✓ Mark H. Spencer

STATE OF Oregon

COUNTY OF Sherman

ss.

Date Jan 15, 2014

Personally appeared the above named Mark and Sharon Spencer,  
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Jennifer J. Miller  
Notary Public for Oregon (State)  
My Commission Expires: July 7, 2014

Note: If ownership is jointly held, simply add another signature line.

PETITIONED ROAD: Bennett Road

NAME OF PETITIONER: Leo & Krista Coelsch

63711 Coelsch Rd

Moore, Ore 97037  
(ADDRESS)

Leo M. Coelsch  
(SIGNATURE)

Krista L. Coelsch

STATE OF Oregon

COUNTY OF Sherman

ss.

Date 1-13, 192014

Personally appeared the above named Leo and Krista Coelsch  
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Jennifer J. Miller

Notary Public for Oregon (State)

My Commission Expires: July 7, 2014

Note: If ownership is jointly held, simply add another signature line.

PETITIONED ROAD: Bennett Road

NAME OF PETITIONER: Ron Mobley

P.O. Box 362

Kend, OR 97033  
(ADDRESS)

[Signature]  
(SIGNATURE)

STATE OF Oregon

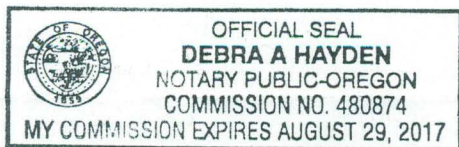
COUNTY OF Sherman

ss.

Date Jan 17, 19 2014

Personally appeared the above named Ron Mobley  
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:

[Signature]



Notary Public for Oregon (State)  
My Commission Expires: 8-29-2017

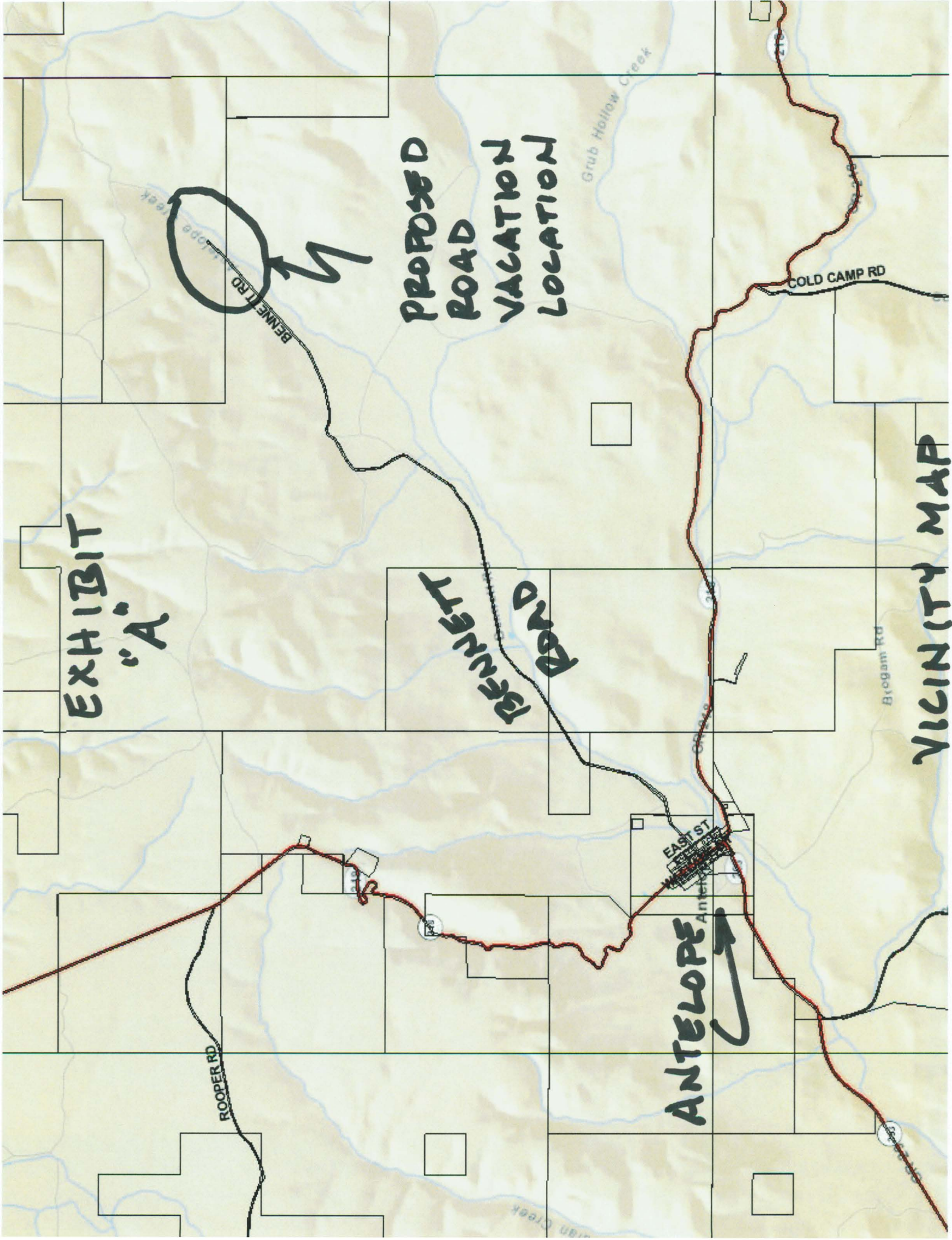
Note: If ownership is jointly held, simply add another signature line.



**EXHIBIT  
"A"**

**PROPOSED  
ROAD  
VACATION  
LOCATION**

**VICINITY MAP**



**BENNETT  
ROAD**

**ANTELOPE**

**EAST ST**

**COLD CAMP RD**

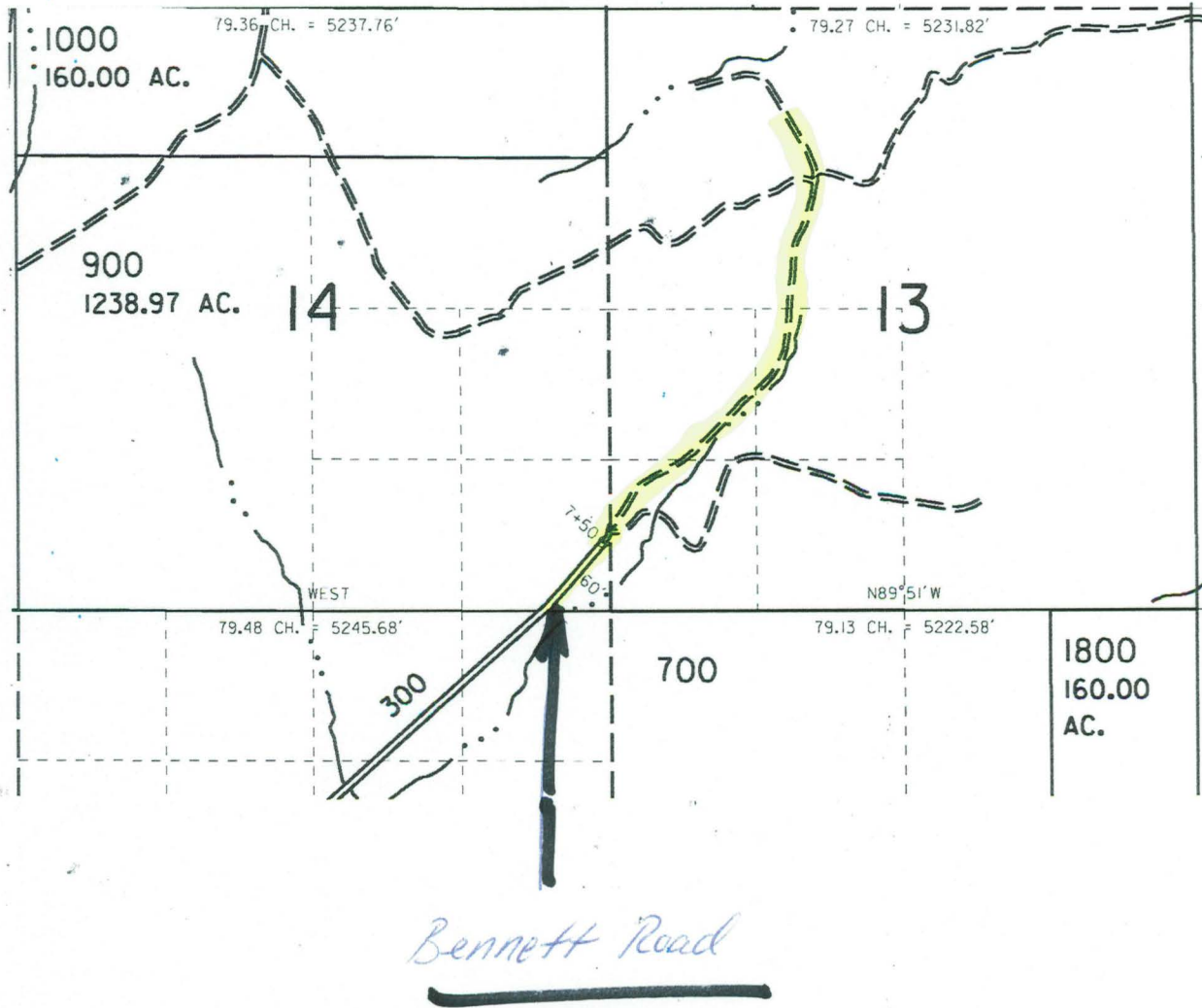
**ROOPER RD**

**Brogan Rd**

**Grub Hollow Creek**

**Antelope Creek**

# EXHIBIT B



LOCATION MAP

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

IN THE MATTER OF DIRECTING THE	)	
PUBLIC WORKS DIRECTOR TO PREPARE	)	
HIS REPORT ON THE PROPOSED VACATION	)	ORDER
OF A PORTION OF BENNETT PUBLIC ROAD,	)	#14-028
TAX LOT 900 7S17E SECTIONS 13 AND 14	)	
A PUBLIC ROAD LOCATED IN WASCO	)	
COUNTY, OREGON.	)	

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

IT APPEARING TO THE BOARD OF COMMISSIONERS: That a Petition, a copy of which is attached hereto and by this reference made a part hereof, has been duly filed seeking the vacation of a portion of St. Charles Avenue located in Wasco County, Oregon described as follows:

A PORTION OF BENNETT PUBLIC ROAD

LEGAL  
DESCRIPTION

That portion of Bennett Road extending into Tax Lot 900 7S17E sections 13



and 14, owned by Black Rock Grazing Cooperative, Wasco County, Oregon.

Attached hereto and by this reference made a part hereof are maps marked Exhibit "A" and Exhibit "B" showing the location of the above described road.

IT FURTHER APPEARING TO THE BOARD OF COMMISSIONERS:

That pursuant to ORS 368.346 when a vacation proceeding has been initiated by  
Petition the Wasco County Board of Commissioners shall direct the County Road  
Official to prepare and file with the County Board of Commissioners a written report  
pursuant to ORS 368.346(1).

NOW, THEREFORE, IT IS HEREBY ORDERED: That the County Director of  
Public Works examine the above-described road and file a written report pursuant to ORS  
368.346(1).

DATED this 16<sup>th</sup> day of April, 2014.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Scott C. Hege, Commission Chair

APPROVED AS TO  
FORM:

---

Eric J. Nisley  
Wasco County District Attorney

---

Rod L. Runyon, County Commissioner

---

Steve D. Kramer, County Commissioner

## **Discussion List**

### **Preservation Grant Applications**

- [FLAP RFP](#)
- [Rail Hollow Proposal](#)
- [Rail Hollow Maps](#)
- [Rock Creek Proposal](#)
- [Rock Creek Maps](#)
- [Tygh Wamic Proposal](#)
- [Tygh Wamic Maps](#)
- [Project Pictures](#)
- [Resolution #14-010 Supporting Wasco County  
Public Works Department Roads Preservation  
Grant Projects](#)



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

Western Federal Lands Highway Division  
610 E. Fifth Street  
Vancouver, WA 98661  
Phone 360-619-7700  
Fax 360-619-7846

March 5, 2014

In Reply Refer To: HFL-17

Federal Land Managers  
Oregon Department of Transportation  
Regional, County & Local Governments  
Tribal Governments

Greetings:

Request for Preventive Maintenance Project Proposals  
2014 Oregon Federal Lands Access Program

The Oregon Federal Lands Access Program is soliciting preventive maintenance proposals for projects in FY 2014 and FY 2015. Project approvals will be contingent upon availability of funds.

***What is the purpose of the Federal Lands Access Program?***

The purpose of the Federal Lands Access Program is to provide safe and adequate transportation access to and through Federal Lands for visitors, recreationists, and resource users.

***Who may apply?***

All proposals must be submitted jointly by the entity with title or maintenance responsibility (State, county, town, township, tribal, municipal or local government) and the Federal Land Management Agency(ies) being accessed by the project. Proposals must be signed by officials authorized to commit the agency to the project. These would include ODOT regional managers, county commissioners, or tribal leaders and federal land unit managers such as park superintendents, forest Supervisors or district managers.

***Where can projects be located?***

Proposed projects must be located on a public highway, road, or bridge that is located on, is adjacent to, or provides access to Federal lands for which title or maintenance responsibility is vested in a State, county, town, township, tribal, municipal, or local government.

***What types of proposals will be considered?***

Roadway surface preservation is the primary focus for this call for projects. The eligible surface preservation activities are described below. In addition, the subsidiary activities described below are also eligible. Subsidiary activities will be considered if they fall within the limits of the surface preservation project and are minor in comparison to the preservation work. All work activities should be contained within the existing, previously disturbed roadway prism.



The following types of work activities are eligible:

- Surface Preservation – Thin lift asphalt overlays (not to exceed 2”), chip sealing, crack sealing, fog sealing, slurry seals, and aggregate courses on gravel roads including stabilization (4” to 6” depth).
- Subsidiary Activities – replacement of existing signs to meet current standards, striping, guardrail replacement, minor bridge deck repairs, bridge deck resurfacing, minor pavement repair, minor shoulder work, and ancillary parking areas.

The thin lift overlays will be limited to surface conditions where that work has economic value. Surfacing in too poor of condition for these preservation activities will not be considered for this call for projects. In addition, no widening of the existing surface will be considered.

Proposed improvement projects should also be consistent with a statewide, regional, county, local, or tribal transportation plan and a Federal Land Management Plan. Projects that are specifically identified in a transportation plan will receive additional consideration.

***What size of project will be considered?***

The Oregon Federal Lands Access Program has about \$5 million available for this call for projects. Projects in funding amounts between \$100,000 and \$500,000 will be considered and evaluated. However, due to limited program funding amounts, projects will receive additional consideration when funding leveraged from other sources is also available.

***Will matching funds be required?***

The program requires matching funds of **10.27%** of the total project costs. The match will follow the current guidance requirements established by the Oregon Department of Transportation for matching funds on Federal-Aid projects. This includes “soft matches” or “in-kind matches” such as donated funds, materials, and services. Funds authorized under the Tribal Transportation Program and the Federal Lands Transportation Program as well as other Federal funds not authorized under Title 23 or 49 may also be used to satisfy the match.

***Who will be the lead agency for project delivery?***

The lead agency for project delivery will be the Western Federal Lands Highway Division of the Federal Highway Administration. Project delivery consists of federal environmental compliance, design, construction contract advertisement, and construction contract administration. The project proponents may request another agency take the lead for project delivery. If another agency is recommended by the project proponents to be the lead agency, then they must provide rationale for the request. The rationale should include why another agency should take the lead, previous experience in delivering Federal-Aid funded projects, any certifications to deliver Federal-Aid funded projects, and ability to satisfy Federal Highway Administration project delivery requirements.

***How do I submit a proposal?***

The best available data should be used in completing the project proposal forms. Maps and photos should be included to support the proposal. Maps should include project locations, project termini, and show the Federal Lands accessed by the route. Letters of support may also be included.

Email the completed project proposal form with all required maps, signatures, letters of support, and photos to:

[WFL.CallForProjects@dot.gov](mailto:WFL.CallForProjects@dot.gov)

The proposal must be received by **April 18, 2014**. The proposal, maps, and photos should be submitted as a single PDF file. The total file size for the proposal form (including maps and photos) should not exceed 10 megabytes and the total page length should not exceed 20 pages.

Copies of this letter, the Project Proposal form, and evaluation criteria can also be downloaded from the following website.

<http://www.wfl.fhwa.dot.gov/programs/flap/or/index.htm>

***How will the projects be evaluated?***

A Technical Advisory Group (TAG) will review the proposed projects according to following areas: Safety, Preservation, Recreation, Economic, and Mobility. Preference shall be given to projects that provide access to, are adjacent to, or are located within high-use Federal recreation sites or Federal economic generators, as identified by the Federal Land Management Agency.

The TAG will be facilitated by the Federal Highway Administration, and include representatives from the Oregon Department of Transportation, Association of Oregon Counties, U.S. Forest Service, National Park Service, U.S. Fish and Wildlife Service, Bureau of Land Management, and the U.S Army Corp of Engineers.

***How will a final decision be made on the proposals?***

The Program Decision Committee (PDC) made up of representatives from Federal Highway Administration, Oregon Department of Transportation, and Association of Oregon Counties, will make a final decision on the project proposals. The PDC will make these decisions based on recommendations of the TAG and while also considering such things as project support, project readiness, agency priorities, applicant's share of project costs, availability of funds, and project development delivery schedules. The Program Decision Committee will also coordinate with the Federal Land Management Agencies prior to making a final decision. The final decision on the project proposals should be made by summer 2014.

***Who should I contact if I have questions?***

Please contact George Fekaris or the Federal Lands Access Program coordinator for your agency:

Agency	Contact	Phone	Email Address
Federal Highway Administration	George Fekaris	(360) 619-7766	<a href="mailto:george.fekaris@dot.gov">george.fekaris@dot.gov</a>
Oregon Department of Transportation	Patricia Fisher	(503) 986-3528	<a href="mailto:patricia.r.fisher@odot.state.or.us">patricia.r.fisher@odot.state.or.us</a>

Association of Oregon Counties	Emily Ackland	(503) 585-8351	<a href="mailto:eackland@aocweb.org">eackland@aocweb.org</a>
US Forest Service	Amy Thomas	(503) 808-2473	<a href="mailto:aethomas@fs.fed.us">aethomas@fs.fed.us</a>
National Park Service	Justin De Santis	(415) 623-2278	<a href="mailto:Justin_DeSantis@nps.gov">Justin_DeSantis@nps.gov</a>
Bureau of Land Management	Dick Bergen	(503) 808-6100	<a href="mailto:rbergen@blm.gov">rbergen@blm.gov</a>
US Fish & Wildlife Service	Jeff Holm	(503) 231-2161	<a href="mailto:jeff_holm@fws.gov">jeff_holm@fws.gov</a>
US Army Corp of Engineers	Scott Moore	(503) 808-4306	<a href="mailto:Scott.a.Moore@usace.army.mil">Scott.a.Moore@usace.army.mil</a>

Additional information, guidance, and FAQs regarding the Federal Lands Access Program may be found at the following websites:

<http://www.wfl.fhwa.dot.gov/programs/flap/>

<http://www.fhwa.dot.gov/map21/guidance/guideflap.cfm>

<http://www.fhwa.dot.gov/map21/qandas/qaflap.cfm>

Sincerely yours,



George Fekaris  
Transportation Planner

Enclosures:

Project Proposal Form

Project Evaluation Criteria



**2014 Project Evaluation Criteria  
Preventive Maintenance Projects  
Oregon Federal Lands Access Program**

*Maximum Points*

<p><b>1. Safety</b></p> <p>Improvement of the Transportation Network for the safety of its users.</p> <ul style="list-style-type: none"> <li>▪ Improves existing signing</li> <li>▪ Improves existing guardrail</li> </ul>	<b>20</b>
<p><b>2. Preservation</b></p> <p>Improvement of the Transportation Network for economy of operation and maintenance.</p> <ul style="list-style-type: none"> <li>▪ Improves surface condition</li> <li>▪ Reduces annual maintenance costs</li> <li>▪ Improves service life of bridge deck.</li> </ul>	<b>40</b>
<p><b>3. Recreation and Economic</b></p> <p>Development, utilization, protection, and administration of the Federal Lands and its resources.</p> <ul style="list-style-type: none"> <li>▪ Accesses high-use Federal recreation site or Federal economic generator</li> <li>▪ Amount of Federal Land area accessed</li> </ul> <p>Enhancement of economic development at the local, regional, or national level, including tourism and recreational travel.</p> <ul style="list-style-type: none"> <li>▪ Supports community economic goals/needs</li> <li>▪ Designated Scenic Byway (Federal, State, Local, other)</li> </ul>	<b>20</b>
<p><b>4. Mobility</b></p> <p>Continuity of the transportation network serving the Federal Land and its dependent communities.</p> <ul style="list-style-type: none"> <li>▪ Need identified in a transportation plan, Federal Land Management plan, or County Comprehensive plan</li> <li>▪ Specific project identified in plan</li> <li>▪ Route is connected to a designated route on the FLMA inventory for the FLTP</li> <li>▪ Sole access to area</li> </ul> <p>Mobility of the users of the transportation network and the goods and services provided.</p> <ul style="list-style-type: none"> <li>▪ Increases comfort and convenience</li> <li>▪ Major traffic generator (destination, resource extraction)</li> </ul>	<b>10</b>
<p><b>5. Other</b></p> <p>Other factors to be considered as part of the evaluation.</p> <ul style="list-style-type: none"> <li>▪ Project support (letters) and agency priorities.</li> <li>▪ Applicant's share of project costs, availability of funds, and previous federal investment from the Oregon Forest Highway program</li> <li>▪ Project readiness, project development delivery schedules.</li> </ul>	<b>10</b>
<i>Total available Points</i>	<b>100</b>

## 2014 Oregon Federal Lands Access Program

### Preventive Maintenance Project Proposal Form

(To be completed jointly by Federal Land Manager and State/County/Local/Tribal Government)

<b>Project Name</b>	Rail Hollow Overlay				
<b>Route Name/Number</b>	Dufur Market Road / 104				
<b>Federal Land(s) Accessed</b>	Mt Hood National Forest (Barlow Ranger District)				
<b>Agency (ies) with Title to Project</b>	Wasco County Public Works				
<b>Agency (ies) with Maintenance Responsibility</b>	Wasco County Public Works				
<b>Proposed Work Summary</b>	Perform road prep work including sweeping, cleaning, crack sealing and patching Place 2" asphalt overlay Apply new pavement markings				
<b>Primary Visitor Destinations</b>	Camp Baldwin, Billy Bob snow park, Lower Eight-mile Crossing campground				
<b>High Use Federal Recreation Sites and/or Federal Economic Generators (as determined by Federal Land Management Agency)</b>	Recreation - Camp Baldwin; Economic - fuels reduction projects, timber sales and commercial harvest of special forest products.				
<b>Project Termini (Location)</b>		<b>Mile Posts</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Project Length (miles)</b>
	<b>Begin</b>	0.00	45 26' 49.9" N	121 07' 54.1" W	2.30
	<b>End</b>	2.30	45 26' 14.9" N	121 10' 31.8" W	
<b>Estimated Total Project Costs</b>		\$376,562.00			
<b>Funds Requested from Federal Lands Access Program</b>		\$337,889.00			
<b>Required Local Match (10.27%)</b>		\$38,673.00	<b>From</b>	Wasco County Public Works	
<b>Other Funding Contributions to Project</b>			<b>From</b>		
<b>Acres of Federal Land Accessed by the Project</b>		90,000			

Functional Classification of the Roadway (Show official designations of route)					
<input type="checkbox"/> National Highway System		<input type="checkbox"/> Arterial		<input type="checkbox"/> Major Collector	
<input type="checkbox"/> Minor Collector		<input type="checkbox"/> Local Road			
Traffic Volumes	Current		20 Year Projections	Basis for Projections? (e.g. Transportation Plan, population growth rate...)	
Actual Counts	Estimated				
Average Daily Traffic (ADT) on Highway	720		1070	2% yearly traffic increase for population growth, parcel development, increased tourism and forest related trips.	
Seasonal Average Daily Traffic (peak season) (SADT) on Highway					
% Trucks	20%		30%	Increase in commercial truck traffic from new emphasis on forest-related work.	
% Federal Land Related	48%		50%	Slight increase from population growth, additional tourism and commercial traffic use.	
<b>Note:</b> If no counts are available, please estimate range (<200, 200-500, 500-1000, >1000 vehicles/day)					
		NBI Structure Number	Dimensions (Overall Length x Width)	Bridge Type	No. of Spans
NBIS Sufficiently Rating (1-100)					
+ -					
<p><b>Problem Statement:</b> What purpose does this roadway serve? What is the need for this project? Who will this project serve (such as skiers, communities, hiker, etc)? What are the conditions requiring relief? Describe the consequences if these conditions are not addressed. Describe physical and functional deficiencies, anticipated changes in road use, bridge deficiencies, pavement condition, and surface condition, etc.</p> <p>The Dufur Market Road connects US 197 to Highway 35 and provides access for the administration, protection and utilization of eastern portions of the Mt Hood National Forest (Barlow Ranger District). The road is open year-round and provides access for multiple recreational uses on the National Forest including dispersed camping, hiking, hunting, fishing and wilderness access. In addition to the heavy use by local residents and tourists, this road is also the sole farm-to-market route for the many farmers, ranchers and orchardists in this area. The principal commercial use is the transportation of agricultural products and commercially harvested timber.</p> <p>This section of Dufur Market Road is experiencing weathering, some raveling and is also developing some minor rutting in the wheel lanes. There has been a loss of skid resistance and a reduction in ride quality.</p> <p>If not addressed, increased rutting would lead to structural failure of the pavement with standing water permeating into the road base. Further loss of surfacing and skid resistance would lead to higher incidences of skid related accidents. A preservation treatment performed now will increase the life of this pavement and prevent the need for a costly reconstruction project or full structural overlay.</p>					
<p><b>Detailed description of proposed work:</b> Describe surfacing type, surfacing widths, surfacing depth, ancillary parking areas, signing improvements, guardrail replacement, and pavement marking. Include any work affecting bridges.</p> <p>The roadway width in this section is 24 feet and the paved surface consists of multiple chip seals.</p> <p>This project proposes placing a 2" asphalt overlay over the entire road section. Prior to the overlay, the road would be cleaned and swept and any cracks filled with hot sealant material. A tack coat of liquid asphalt would then be applied to promote bonding. The asphalt overlay would be placed in one lift with two 12' wide panels. Pavement markings would then be placed on the new road surface.</p>					
<b>Project is identified within the following</b> (Check all that apply and show plan name)					
<input type="checkbox"/> System Transportation Plan					
<input type="checkbox"/> Land Management Plan					
<input type="checkbox"/> Regional Transportation Plan					
<input checked="" type="checkbox"/> County Transportation System Plan	Wasco County Pavement Management Plan				
<input type="checkbox"/> Tribal Transportation Plan					



Which of the following environmental and social issues are within the project area:		Could the proposed project affect this issue?
T&E Species	No	No
Other Fish & Wildlife & Habitat	No	No
Wildlife Movement Corridors	No	No
Non-Attainment Air Quality Areas	No	No
<p><b>Describe any other environmental or social issues that should be considered that are within the project area:</b> Is the route included in an area receiving special management considerations for water quality, wildlife security, connectivity?</p> <p>This route is not located in any special management area. The project will follow best management practices and current construction standards. No special environmental or land use issues are anticipated.</p>		
<p><b>The lead agency for project delivery will be WFLHD.</b> The project proponents may request another agency take the lead for project delivery. If recommending a different agency be lead, indicate below which agency and provide rationale for the recommendation. The rationale should include why another agency should take the lead, previous experience in delivering Federal-Aid funded projects, any certifications to deliver Federal-Aid funded projects, and ability to satisfy Federal Highway Administration project delivery requirements:</p> <p>Agree with WFLHD as lead agency.</p>		

<b>Total Project Cost Estimate</b>	

Fill-in estimates for appropriate items. Add items as needed. **Use Current Unit Prices.**

Quantity	Item	Unit Price	Unit	Total
10,000	Crack Seal	\$0.35	Linear Feet	\$3,500.00
	Chip Seal		Square Yards	
	Fog Seal, Slurry Seal		Square Yards	
34,150	Asphalt Concrete Pavement	\$8.00	Square Yards	\$273,200.00
	Aggregate Base (includes stabilization)		Tons	
	Signing		Square Feet	
12,150	Pavement Marking	\$0.15	Linear Feet	\$1,822.50
	Roadside Safety (barriers, guardrail)		Linear Feet	
	Bridge Deck Repairs/Resurfacing		Square Feet	
Sub-Total				\$278,522.50
	Mobilization (10% of Sub-Total)		Lump Sum	\$27,852.25
	Contingencies (20% of Sub-Total)		Lump Sum	\$55,704.50
Total Estimated Construction Cost				\$362,079.25
Estimated Preliminary Engineering Costs (As a percentage of the Total Estimated Construction Cost) Typically 5 to 10 percent, depending upon project scope and complexity. Input estimated percentage in decimal form. For example: 0.1				0.02
Estimated Preliminary Engineering Costs				\$7,241.59
Estimated Construction Engineering Costs (As a percentage of the Total Estimated Construction Cost) Typically 5 to 10 percent, depending upon project scope and complexity. Input estimated percentage in decimal form. For example: 0.1				0.02
Estimated Construction Engineering Costs				\$7,241.59
Total Project Costs				\$376,562.42

**Required Local Contribution to Project:** (Describe the type and source of funds to provide the required 10.27% local match.  
\$38,673 - Wasco County Road Fund - In lieu of a total cash payment, the county is proposing to perform all road prep work, including crack sealing and patching; provide all Traffic Control for the project, including warning signs, flagging and pilot cars; and provide all necessary pavement markings upon project completion - total estimated value of all proposed force account work: \$17,823, leaving \$20,850 to be paid by the county road fund.



**Other Contributions to the Project:** (Describe any additional contributions secured or being sought to implement the project proposal. Does this opportunity possibly leverage other funds?)  
None

## How does the project relate to the following evaluation criteria?

### 1. SAFETY

#### **Improvement of the Transportation Network for the safety of its users.**

- a) How does the project improve safety through replacement of existing signing and/or guardrail?

No signing or guardrail improvements are proposed. The proposed pavement preservation will improve transportation safety in several ways: Reduce the incidences of skid related accidents by restoring the road surface and improving the ride quality; and eliminate the standing water on the roadway and improve the road drainage by repairing the wheel lane rutting and restoring the road crown.

### 2. PRESERVATION

#### **Improvement of the transportation network for economy of operation and maintenance.**

- a) What is the current condition of the existing surfacing? If the surfacing is pavement, what is the Pavement Condition Index (PCI) or PASER rating? If the surface is gravel, what is the PASER rating? How would the project improve the surface condition?
- b) How would the project impact maintenance or operating costs? How will the project reduce these costs?
- c) If the proposal includes bridge deck resurfacing, how will the project improvements extend the service life of the bridge deck?

The majority of the existing pavement surface is rated as "Good" condition, although a few segments do show distresses with higher severity levels such as rutting - Wasco County Pavement Management System PCI: 84. The most effective and cost efficient way to address the minor rutting and maintain this pavement is to apply a 2" asphalt overlay. The proposed work would significantly improve the roadway by eliminating the rutting, restoring the road crown and protecting the pavement structure.

The proposed project would have a positive impact to the level of maintenance and operating costs for this section of roadway. With the proposed improvements, it is anticipated that the maintenance and operation costs for this section of roadway could be reduced by at least one-half. The amount of damage to the road ditch and shoulders from motorists accidents should be greatly reduced because of the upgrades to the roadway surface. The proposed improvements should also help reduce the amount of sanding needed in the winter months, as the new roadway will be easier to traverse in inclement weather and should not have any additional issues with standing water or ice build-up in the wheel lanes. Because the county's available funding, staff, and equipment is severely limited, this reduction in maintenance would be tremendously beneficial.

### 3. RECREATION AND ECONOMIC

#### **Development and utilization of the Federal Land and its resources.**

- a) Describe any high use recreation sites or Federal economic generators (as determined by the Federal Land Manager) that are accessed by this project. How many visitors access/use the site annually? How does the project enhance access to these sites?
- b) Which Federal Lands are accessed by this project? How much Federal Land (acres) is accessed by the project? If multiple Federal Lands are accessed, itemize acreage by agency.

#### **Enhancement of economic development at the local, regional, or national level, including tourism and recreational travel.**

**Note:** Direct effects of implementing the project, i.e. construction employment will not be scored.

- c) Identify the community or communities economically dependent on the network, and the elements that comprise the economy (e.g. timber, tourism, etc.) How is the economy tied to the transportation network? How will the proposed project improve the transportation network and support the community's economic goals/needs or other economic plan?
- d) If the proposed project is located on a designated federal, state, or county scenic byway, identify the scenic byway and explain the anticipated benefit related to the byway. Would the project meet the needs identified in the Byway's management plan?

The Dufur Market Road provides direct access to several important high use recreation sites:

Camp Baldwin - Established in 1962, this 700 acre property hosts hundreds of boy scouts each year. While the camp is accessible year round and does host many winter campers, Camp Baldwin is considered the premier summer camp for boy scouts in the state. The diverse activities including horseback riding, rock climbing and mountain biking. The camp's lake also allows for swimming, boating and fishing. Estimated annual visitor use: 15,000 days.



Billy Bob and Little John Snow Parks are also directly accessed by this roadway. These snow play areas allows for a wide variety of winter recreation including sledding, tubing and snow shoeing as well as trail-heads for cross country skiing and snow mobiles. Estimated annual visitor use: 15,000 days.

Because the Dufur Market Road also connects US 197 to Highway 35, this project also provides indirect access to Government Camp, an unincorporated community located within the Mt Hood Scenic Byway, just south of Mount Hood. Government Camp is the gateway to several ski resorts, including Timberline Lodge, Mount Hood Ski bowl and Summit Ski area. There is also a vast network of trails for cross-country skiing. In the spring and summer months, these trails are also used for hiking and mountain biking. This area sees approximately 500,000 visits each year.

This route provides the principal access to approximately 90,000 acres of the eastern portion of the Mt Hood National Forest within the Barlow Ranger District. It also serves residential, commercial, and recreational traffic within this segment of national forest and connects with other forest roads accessing adjacent forest lands. In addition to improving the transportation system that allows for management of public land in this area, this road also makes direct access from Highway 197 to the National Forest available and is therefore a vital route for the protection of forest lands and improves response to wildfires, medical or other emergencies.

There are also many important Federal economic generators accessed by this project. The commercial extraction of natural resource products such as timber and common minerals; contracts for fuels reduction and pre-commercial thinning; the harvest of special forest products such as Christmas trees, firewood, mushrooms, edible berries and ornamental products such as cones and evergreen boughs.

This project would enhance the access along an important forest highway route by providing an upgraded and safer roadway. This route provides the principal access to the eastern portion of the Barlow Ranger District and also serves residential, commercial, and recreational traffic within this segment of National Forest and connects with other forest roads accessing adjacent forest lands. In addition to helping maintain the transportation system that allows for management of public land in this area, this road also makes direct access from Highway 197 (Dufur) to the National Forest available and is therefore a vital route for the protection of forest lands and response to fire, medical or other emergencies.

The community of Dufur is heavily dependent on this route, as this Forest Highway goes through the heart of the town. Year round, tourists and other visitors traveling to National Forest lands need and utilize many local services such as Kramer's Market, the Balch Hotel, the Pastime Restaurant and the Dufur Hardware Store. The dollars these visitors spend have a strong and positive impact on this small rural community and its economy.

The principal commercial use of this roadway is the transportation of agricultural products from the surrounding farms and ranches and commercially harvested timber, minerals and floral supplies. This roadway is a vital route for the transportation of products grown in and extracted from this area.

This route does provide access to the eastern portion of the Mt. Hood Scenic Byway.

#### **4. MOBILITY**

##### **Continuity of the transportation network serving the Federal Land and its dependent communities.**

- a) Identify all planning documents related to this project. Is the project specifically identified in any of these plans? What is the local or regional priority (high, medium, low) of the project considering the Federal Land, State or County network? How does this proposal fit with the Federal Land Management Plan? How does the proposal fit with the county comprehensive plan? How does the proposal fit with any Transportation System Plans or Corridor Plans? What are the consequences to the transportation system of not addressing these needs?
- b) Does the proposed project connect to a designated route on the Federal Land Management Agency inventory? Are there any future improvements planned on the designated route?
- c) Is the road the sole access to the area?

##### **Mobility of the users of the transportation network and the goods and services provided.**

- d) How would the proposed improvements increase comfort and convenience for the user?
- e) What are the major traffic generators within the Federal Land for this route?

This project is identified in Wasco County's Pavement Management Plan. The needs identified in the plan for this section of road are to eliminate the rutting and restore the road crown to ensure that water will correctly shed off of the roadway. Additionally, improving the ride quality and restoring the skid resistance are also needs that were identified.

This project has a high priority in terms of both the local and regional transportation network. This project meets the objectives of the Forest Plan by providing an improved, safer route for visitors and by providing an enhanced transportation system to help support fire protection, fuels treatment and pest management programs. This project meets the comprehensive plan goals to enhance the existing road system for the benefit of the general public and improving access to public lands.

This project would be an important system linkage improvement, as this route is the primary east-west major collector in moving regional traffic in the area and providing improved connectivity for multiple modes of transportation along the forest highway corridor. In terms of the local transportation network, this route is absolutely vital to the communities of Pine Hollow, Tygh Valley and Wamic. This route is the sole access from Hwy 197 to this section of the forest.

If these needs are not addressed, the roadway will continue to deteriorate and will eventually lead to failure of the pavement. This would have a negative effect on the serviceability of this route and would also lead to higher incidences of accidents. A preservation treatment performed now will increase the life of this pavement and prevent the need for a costly reconstruction project or full structural overlay.

The users of this route would include: Residents of Dufur, local farmers, ranchers and orchardists, visitors and tourists accessing the various camping, hiking, bicycling, hunting and fishing opportunities and diverse wilderness sites. This is also the sole route for the City of Dufur to access their watershed.

This is also an important route for the transport of commercial agriculture products such as wheat, hay, cattle and cherries. Additionally, this road is also the main route for Azure Standard Farm which is a bulk shipper of natural organic foods. This company delivers directly to customers, buying clubs and retailers by semi truck and UPS.

In terms of the local transportation network, this route is absolutely vital to the entire community in and around the Dufur Valley.

## 2014 Oregon Federal Lands Access Program

JOINT ENDORSEMENT- This project is supported and endorsed by (add agency endorsements as needed)

<b>Federal Land Agency (ies)</b>	
<b>* Federal Land Unit Manager Name</b>	
<b>*** Handwritten Signature is required</b>	
<b>Date</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>Point of Contact</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>State, County, Local, or Tribal Government</b>	
<b>** Authorized Official</b>	
<b>*** Handwritten Signature is required</b>	
<b>Date</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>Point of Contact</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Telephone</b>	



*\* Unit manager such as Park Superintendent, Forest Supervisor, Fish and Wildlife Project Leader, Field Manager, District Manager, etc.*

*\*\* Official authorized to commit agency to project such as ODOT Region Manager, County Commissioner, Tribal leader, etc.*

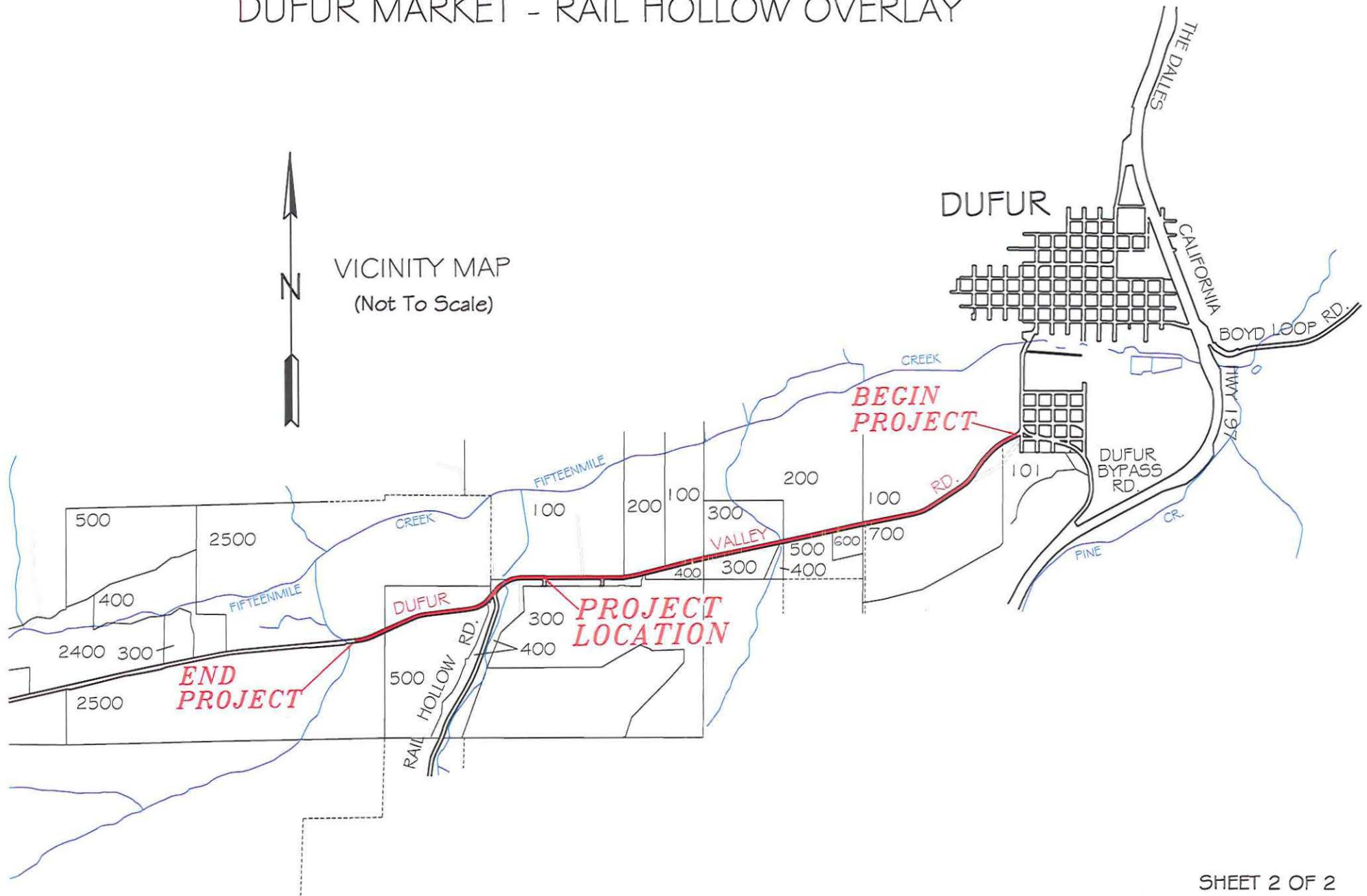
***\*\*\*Signatures are required from BOTH the Federal Land Management Agency being accessed and the State, County, Local, or Tribal Government.  
Print this page and sign legibly. After signing, scan to PDF, and attach.***



# VICINITY MAP DUFUR MARKET - RAIL HOLLOW OVERLAY



# DUFUR MARKET - RAIL HOLLOW OVERLAY



## 2014 Oregon Federal Lands Access Program

### Preventive Maintenance Project Proposal Form

(To be completed jointly by Federal Land Manager and State/County/Local/Tribal Government)

<b>Project Name</b>		Rock Creek Chip Seal			
<b>Route Name/Number</b>		Cody Road / 102			
<b>Federal Land(s) Accessed</b>		Mt Hood National Forest (Barlow Ranger District)			
<b>Agency (ies) with Title to Project</b>		Wasco County Public Works			
<b>Agency (ies) with Maintenance Responsibility</b>		Wasco County Public Works			
<b>Proposed Work Summary</b>		Perform road prep work including sweeping, cleaning, crack sealing and patching Apply chip seal Apply new pavement markings			
<b>Primary Visitor Destinations</b>		Badger Creek Wilderness, Government Camp, Pine Hollow Reservoir, Rock Creek Reservoir			
<b>High Use Federal Recreation Sites and/or Federal Economic Generators (as determined by Federal Land Management Agency)</b>		Recreation – Badger Creek Wilderness, Government Camp, Rock Creek Campground, Rock Creek OHV area. Economic – fuels reduction projects, timber sales, stewardship contracts and the commercial harvest of special forest products.			
<b>Project Termini (Location)</b>		<b>Mile Posts</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Project Length (miles)</b>
	<b>Begin</b>	6.16	45 13' 21.4" N	121 16' 38.0" W	3.97
	<b>End</b>	10.13	45 13' 21.4" N	121 21' 31.0" W	
<b>Estimated Total Project Costs</b>		\$127,067.00			
<b>Funds Requested from Federal Lands Access Program</b>		\$114,017.00			
<b>Required Local Match (10.27%)</b>		\$13,050.00	<b>From</b>	Wasco County Public Works	
<b>Other Funding Contributions to Project</b>			<b>From</b>		
<b>Acres of Federal Land Accessed by the Project</b>		130,000			



**Functional Classification of the Roadway** (Show official designations of route)
☐ National Highway System    ☐ Arterial    ☐ Major Collector    ☐ Minor Collector    ☐ Local Road

Traffic Volumes	Current		20 Year Projections	Basis for Projections? (e.g. Transportation Plan, population growth rate...)
	Actual Counts	Estimated		
Average Daily Traffic (ADT) on Highway	1068		1590	2% yearly traffic increase for population growth, parcel development, increased tourism and forest related trips.
Seasonal Average Daily Traffic (peak season) (SADT) on Highway				
% Trucks		20%	30%	Increase in commercial truck traffic from new emphasis on forest-related work.
% Federal Land Related	48%		50%	Slight increase from population growth, additional tourism and commercial traffic use.

**Note:** If no counts are available, please estimate range (<200, 200-500, 500-1000, >1000 vehicles/day)

	NBI Structure Number	Dimensions (Overall Length x Width)	Bridge Type	No. of Spans	NBIS Sufficiently Rating (1-100)
+	-				

**Problem Statement:** What purpose does this roadway serve? What is the need for this project? Who will this project serve (such as skiers, communities, hiker, etc)? What are the conditions requiring relief? Describe the consequences if these conditions are not addressed. Describe physical and functional deficiencies, anticipated changes in road use, bridge deficiencies, pavement condition, and surface condition, etc.

The Cody Road connects US 197 to Highway 35 and provides access for the administration, protection and utilization of eastern portions of the Mt Hood National Forest (Barlow Ranger District). This road is the main route that connects the towns of Tygh Valley with Wamic and it is the primary road used to access Pine Hollow Reservoir (a man-made lakeside development and resort). The road is open year-round and provides access for multiple recreational uses on the National Forest including dispersed camping, hiking, hunting, fishing and wilderness access. The principal commercial use is the transportation of agricultural products and commercially harvested timber. In addition to the heavy use by local residents and tourists, this road is also the sole farm-to-market route for the many farmers, ranchers and orchardists in this area.

The project section starts from the Smock Road intersection and ends at the entrance to the National Forest. The elevation for this section of roadway is over 2000 feet, so it is subject to frequent freeze-thaw cycles. The roadway has held up very well since the last pavement preservation, but the surface is experiencing some weathering and raveling, with loss of skid resistance and a reduction in ride quality. There are also some minor longitudinal and transverse cracks (less than 3/8" inch width) developing.

If not addressed, the surface cracks will eventually lead to structural failure of the pavement with standing water permeating into the road base. Further loss of surfacing and skid resistance would lead to higher incidences of skid related accidents. A preservation treatment performed now will greatly increase the life of this pavement and prevent the need for more costly preservation treatments.

**Detailed description of proposed work:** Describe surfacing type, surfacing widths, surfacing depth, ancillary parking areas, signing improvements, guardrail replacement, and pavement marking. Include any work affecting bridges.

The roadway width in this section is 30 feet and the paved surface consists of multiple chip seals.

This project proposes placing a 2" asphalt overlay over the entire road section. Prior to the overlay, the road would be cleaned and swept and any cracks filled with hot sealant material. A tack coat of liquid asphalt would then be applied to promote bonding. The asphalt overlay would be placed in one lift with two 15' wide panels. Pavement markings would then be placed on the new road surface.

<b>Project is identified within the following</b> (Check all that apply and show plan name)		
<input type="checkbox"/> System Transportation Plan		
<input type="checkbox"/> Land Management Plan		
<input type="checkbox"/> Regional Transportation Plan		
<input checked="" type="checkbox"/> County Transportation System Plan	Wasco County Pavement Management Plan	
<input type="checkbox"/> Tribal Transportation Plan		
<b>Which of the following environmental and social issues are within the project area:</b>		<b>Could the proposed project affect this issue?</b>
T&E Species	No	No
Other Fish & Wildlife & Habitat	No	No
Wildlife Movement Corridors	No	No
Non-Attainment Air Quality Areas	No	No
<p><b>Describe any other environmental or social issues that should be considered that are within the project area:</b> Is the route included in an area receiving special management considerations for water quality, wildlife security, connectivity?</p> <p>This route is not located in any special management area. The project will follow best management practices and current construction standards. No special environmental or land use issues are anticipated.</p>		
<p><b>The lead agency for project delivery will be WFLHD.</b> The project proponents may request another agency take the lead for project delivery. If recommending a different agency be lead, indicate below which agency and provide rationale for the recommendation. The rationale should include why another agency should take the lead, previous experience in delivering Federal-Aid funded projects, any certifications to deliver Federal-Aid funded projects, and ability to satisfy Federal Highway Administration project delivery requirements:</p> <p>Agree with WFLHD as lead agency.</p>		

<b>Total Project Cost Estimate</b>	

Fill-in estimates for appropriate items. Add items as needed. **Use Current Unit Prices.**

Quantity	Item	Unit Price	Unit	Total
10,000	Crack Seal	\$0.35	Linear Feet	\$3,500.00
69,872	Chip Seal	\$1.25	Square Yards	\$87,340.00
	Fog Seal, Slurry Seal		Square Yards	
	Asphalt Concrete Pavement		Square Yards	
	Aggregate Base (includes stabilization)		Tons	
	Signing		Square Feet	
20,965	Pavement Marking	\$0.15	Linear Feet	\$3,144.75
	Roadside Safety (barriers, guardrail)		Linear Feet	
	Bridge Deck Repairs/Resurfacing		Square Feet	
Sub-Total				\$93,984.75
	Mobilization (10% of Sub-Total)		Lump Sum	\$9,398.48
	Contingencies (20% of Sub-Total)		Lump Sum	\$18,796.95
Total Estimated Construction Cost				\$122,180.18
Estimated Preliminary Engineering Costs (As a percentage of the Total Estimated Construction Cost) Typically 5 to 10 percent, depending upon project scope and complexity. Input estimated percentage in decimal form. For example: 0.1				0.02
Estimated Preliminary Engineering Costs				\$2,443.60
Estimated Construction Engineering Costs (As a percentage of the Total Estimated Construction Cost) Typically 5 to 10 percent, depending upon project scope and complexity. Input estimated percentage in decimal form. For example: 0.1				0.02
Estimated Construction Engineering Costs				\$2,443.60
Total Project Costs				\$127,067.38

**Required Local Contribution to Project:** (Describe the type and source of funds to provide the required 10.27% local match.  
\$13,050 - Wasco County Road Fund - In lieu of a total cash payment, the county is proposing to perform all road prep work, including crack sealing and patching and provide all necessary pavement markings upon project completion - total estimated value of all proposed force account work: \$6,645, leaving \$6,405 to be paid by the county road fund.



**Other Contributions to the Project:** (Describe any additional contributions secured or being sought to implement the project proposal. Does this opportunity possibly leverage other funds?)

None

## How does the project relate to the following evaluation criteria?

### 1. SAFETY

#### **Improvement of the Transportation Network for the safety of its users.**

- a) How does the project improve safety through replacement of existing signing and/or guardrail?

The proposed project would improve safety by providing a new wearing course, improving skid resistance and improving the ride quality of the roadway. No signing or guardrail work is proposed.

### 2. PRESERVATION

#### **Improvement of the transportation network for economy of operation and maintenance.**

- a) What is the current condition of the existing surfacing? If the surfacing is pavement, what is the Pavement Condition Index (PCI) or PASER rating? If the surface is gravel, what is the PASER rating? How would the project improve the surface condition?
- b) How would the project impact maintenance or operating costs? How will the project reduce these costs?
- c) If the proposal includes bridge deck resurfacing, how will the project improvements extend the service life of the bridge deck?

The overall pavement condition for this roadway is "Good" condition - Wasco County Pavement Management System PCI: 88. The most effective and cost efficient way to address the surface loss and cracks is to apply a single lift Chip Seal. The proposed work would improve the roadway in several ways: Seal the surface cracks and waterproof the road surface, provide a new wearing course, improve skid resistance and improve the ride quality.

The proposed improvements would not have a significant impact on the maintenance costs for this roadway, but it would have a considerable positive affect on the county's pavement management budget. Because the staffing, equipment and funding is severely limited, receiving some financial assistance to complete this project would be tremendously beneficial.

### 3. RECREATION AND ECONOMIC

#### **Development and utilization of the Federal Land and its resources.**

- a) Describe any high use recreation sites or Federal economic generators (as determined by the Federal Land Manager) that are accessed by this project. How many visitors access/use the site annually? How does the project enhance access to these sites?
- b) Which Federal Lands are accessed by this project? How much Federal Land (acres) is accessed by the project? If multiple Federal Lands are accessed, itemize acreage by agency.

#### **Enhancement of economic development at the local, regional, or national level, including tourism and recreational travel.**

**Note:** Direct effects of implementing the project, i.e. construction employment will not be scored.

- c) Identify the community or communities economically dependent on the network, and the elements that comprise the economy (e.g. timber, tourism, etc.) How is the economy tied to the transportation network? How will the proposed project improve the transportation network and support the community's economic goals/needs or other economic plan?
- d) If the proposed project is located on a designated federal, state, or county scenic byway, identify the scenic byway and explain the anticipated benefit related to the byway. Would the project meet the needs identified in the Byway's management plan?

The Cody Road provides direct access to many high use recreation sites:

Badger Creek Wilderness - Established in 1984, this 29,000 acre wilderness area is one of just six designated in the Mount Hood National Forest. High use recreational activities include hiking, horseback riding, wildlife watching and in the winter months, cross-country skiing. There are approximately 55 miles of developed trail in the wilderness, including the Badger Creek National Recreation Trail, which follows the length of the creek in the wilderness, a distance of 11.9 miles. The most popular recreation sites include Lookout Mountain, Flag Point, Badger Lake and several primitive campsites. Estimated annual visitor use: 15,000 days.



Rock Creek Campground and OHV area are also directly accessed by this project. The Rock Creek Campground sits on the shores of the 180 acre Rock Creek Reservoir. It is a family friendly campground, with many of the 32 sites right on the water's edge and offers accommodations for both tents and RV camping. The campground provides access to a variety of recreational activities such as boating, canoeing, fishing and swimming. A boat ramp, picnic area and hiking trail are available at the adjacent day-use area. The brand new Rock Creek OHV area has about 50 miles of marked trails. There are two staging areas and some primitive camping is permitted. Estimated annual visitor use: 50,000 days.

Because the Cody Road also connects US 197 to Highway 35, this project also provides indirect access to Government Camp, an unincorporated community located within the Mt Hood Scenic Byway, just south of Mount Hood. Government Camp is the gateway to several ski resorts, including Timberline Lodge, Mount Hood Ski bowl and Summit Ski area. There is also a vast network of trails for cross-country skiing. In the spring and summer months, these trails are also used for hiking and mountain biking. This area sees approximately 500,000 visits each year.

This route provides the principal access to approximately 130,000 acres of the eastern portion of the Mt Hood National Forest, and nearly 75% of all forest assets managed for the public within the Barlow Ranger District. It also serves residential, commercial, and recreational traffic within this segment of national forest and connects with other forest roads accessing adjacent forest lands. In addition to improving the transportation system that allows for management of public land in this area, this road also makes direct access from Highway 197 to the National Forest available and is therefore a vital route for the protection of forest lands and improves response to wildfires, medical or other emergencies.

There are also many important Federal economic generators accessed by this project. The commercial extraction of natural resource products such as timber and common minerals; Stewardship contracts for fuels reduction and pre-commercial thinning; the harvest of special forest products such as Christmas trees, firewood, mushrooms, edible berries and ornamental products such as cones and evergreen boughs.

The communities of Tygh Valley and Wamic are both heavily dependent on this route, as this Forest Highway goes through the middle of both towns. Year round, tourists and other visitors traveling to National Forest lands need and utilize many local services and the dollars these visitors spend have a strong positive impact on these small rural communities and their economies.

Improvements to this roadway will also help make this route more inviting and much safer for recreational users and tourists looking to travel to the National Forest. This project would also enhance the current access and capacity for commercial traffic by providing a new roadway surface and upgraded safety features (guardrail). Diverse forest related recreational opportunities include - camping, hunting and fishing and improved access to hundreds of miles of trail for hiking, horseback riding, mountain biking and off-highway vehicles (OHV). This route is also the sole access from Highway 197 to the Pine Hollow and Rock Creek Reservoirs, which are man-made lakeside resorts. These reservoirs allow tourists opportunities for boating, fishing and other water related recreation.

The principal commercial use of this roadway is the transportation of agricultural products from the surrounding farms and ranches and commercially harvested timber, minerals and floral supplies. This roadway is a vital route for the transportation of products grown in and extracted from this area.

This route does provide access to the southern portion of the Mt. Hood Scenic Byway.

#### **4. MOBILITY**

##### **Continuity of the transportation network serving the Federal Land and its dependent communities.**

- a) Identify all planning documents related to this project. Is the project specifically identified in any of these plans? What is the local or regional priority (high, medium, low) of the project considering the Federal Land, State or County network? How does this proposal fit with the Federal Land Management Plan? How does the proposal fit with the county comprehensive plan? How does the proposal fit with any Transportation System Plans or Corridor Plans? What are the consequences to the transportation system of not addressing these needs?
- b) Does the proposed project connect to a designated route on the Federal Land Management Agency inventory? Are there any future improvements planned on the designated route?
- c) Is the road the sole access to the area?

##### **Mobility of the users of the transportation network and the goods and services provided.**

- d) How would the proposed improvements increase comfort and convenience for the user?
- e) What are the major traffic generators within the Federal Land for this route?

This project is identified in Wasco County's Pavement Management Plan. The needs identified in the plan for this section of road are to seal the surface cracks and waterproof the road surface and provide a new wearing course. Additionally, improving the ride quality and restoring the skid resistance are also needs that were identified.

This project has a high priority in terms of both the local and regional transportation network. This project meets the objectives of the Forest Plan by providing an improved, safer route for visitors and by providing an enhanced transportation system to help support fire protection, fuels treatment and pest management programs. This project meets the comprehensive plan goals to enhance the existing road system for the benefit of the general public and improving access to public lands.

This project would be an important system linkage improvement, as this route is the primary east-west major collector in moving regional traffic in the area and providing improved connectivity for multiple modes of transportation along the forest highway corridor. In terms of the local transportation network, this route is absolutely vital to the communities of Pine Hollow, Tygh Valley and Wamic. This route is the sole access from Hwy 197 to this section of the forest.

If these needs are not addressed, the roadway will continue to deteriorate and will eventually lead to failure of the pavement. This would have a negative effect on the serviceability of this route and would also lead to higher incidences of accidents. A preservation treatment performed now will greatly increase the life of this pavement and prevent the need for a more costly preservation treatment or full structural overlay.

Last year, Wasco County was awarded a capital improvement project along this route. The Wamic Grade reconstruction project, located several miles to the east of this road section is anticipated to start sometime in 2015.

The proposed improvements would increase the convenience of use by providing new surfacing. These improvements would help ensure travel along this Forest Highway is more enjoyable and safer. The project improvements would also help limit the obstruction of passage due to accidents and inclement weather.

The major traffic generators within federal land include: Residents around Rock Creek Reservoir, commercial agriculture and timber haulers, regional traffic travelling from US 197 to Highway 35, and tourists accessing the various boating, camping, hiking, bicycling, hunting and fishing opportunities and diverse wilderness sites.

### **2014 Oregon Federal Lands Access Program**

**JOINT ENDORSEMENT-** This project is supported and endorsed by (add agency endorsements as needed)



## 2014 Oregon Federal Lands Access Program

JOINT ENDORSEMENT- This project is supported and endorsed by (add agency endorsements as needed)

<b>Federal Land Agency (ies)</b>	
<b>* Federal Land Unit Manager Name</b>	
<b>*** Handwritten Signature is required</b>	
<b>Date</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>Point of Contact</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>State, County, Local, or Tribal Government</b>	
<b>** Authorized Official</b>	
<b>*** Handwritten Signature is required</b>	
<b>Date</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>Point of Contact</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Telephone</b>	

\* Unit manager such as Park Superintendent, Forest Supervisor, Fish and Wildlife Project Leader, Field Manager, District Manager, etc.

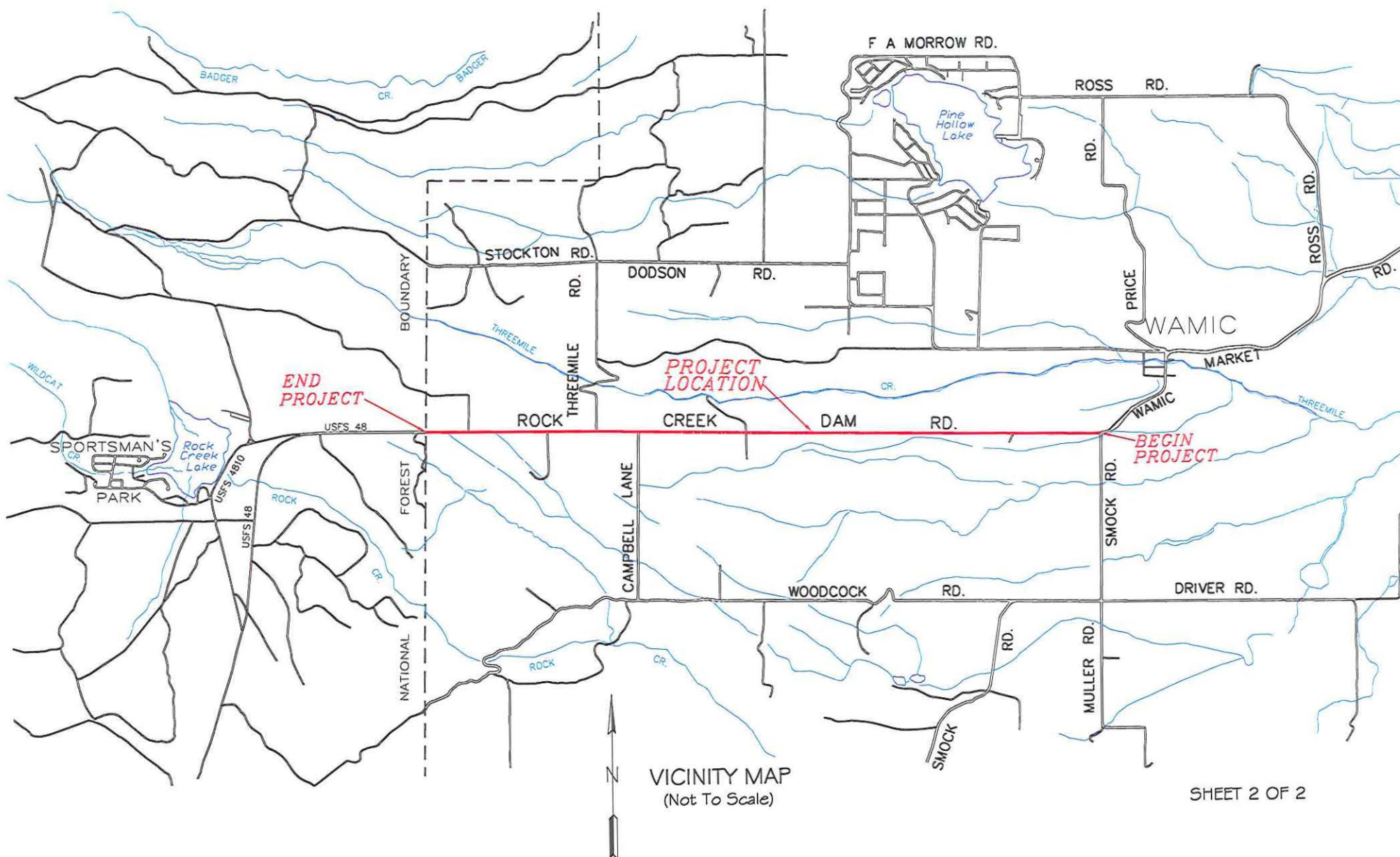
\*\* Official authorized to commit agency to project such as ODOI Region Manager, County Commissioner, Tribal leader, etc.

\*\*\*Signatures are required from BOTH the Federal Land Management Agency being accessed and the State, County, Local, or Tribal Government.  
Print this page and sign legibly. After signing, scan to PDF, and attach.

# CODY ROAD-ROCK CREEK CHIP SEAL



# CODY ROAD-ROCK CREEK CHIP SEAL





## 2014 Oregon Federal Lands Access Program

### Preventive Maintenance Project Proposal Form

(To be completed jointly by Federal Land Manager and State/County/Local/Tribal Government)

<b>Project Name</b>		Tygh Valley-Wamic Overlay			
<b>Route Name/Number</b>		Cody Road / 102			
<b>Federal Land(s) Accessed</b>		Mt Hood National Forest (Barlow Ranger District)			
<b>Agency (ies) with Title to Project</b>		Wasco County Public Works			
<b>Agency (ies) with Maintenance Responsibility</b>		Wasco County Public Works			
<b>Proposed Work Summary</b>		Perform road prep work including sweeping, cleaning, crack sealing and patching Place 2" asphalt overlay Replace sub-standard guardrail Apply new pavement markings			
<b>Primary Visitor Destinations</b>		Badger Creek Wilderness, Government Camp, Pine Hollow Reservoir, Rock Creek Reservoir			
<b>High Use Federal Recreation Sites and/or Federal Economic Generators (as determined by Federal Land Management Agency)</b>		Recreation – Badger Creek Wilderness, Government Camp, Rock Creek Campground, Rock Creek OHV area. Economic – fuels reduction projects, timber sales, stewardship contracts and the commercial harvest of special forest products.			
<b>Project Termini (Location)</b>		<b>Mile Posts</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Project Length (miles)</b>
	<b>Begin</b>	0.00	45 14' 50.4" N	121 10' 21.5" W	.75
	<b>End</b>	0.75	45 14' 32.7" N	121 10' 55.0" W	
<b>Estimated Total Project Costs</b>		\$187,035.00			
<b>Funds Requested from Federal Lands Access Program</b>		\$167,826.00			
<b>Required Local Match (10.27%)</b>		\$19,209.00	<b>From</b>	Wasco County Public Works	
<b>Other Funding Contributions to Project</b>			<b>From</b>		
<b>Acres of Federal Land Accessed by the Project</b>		130,000			

**Functional Classification of the Roadway** (Show official designations of route)
☐ National Highway System    ☐ Arterial    ☐ Major Collector    ☐ Minor Collector    ☐ Local Road

Traffic Volumes	Current		20 Year Projections	Basis for Projections? (e.g. Transportation Plan, population growth rate...)
	Actual Counts	Estimated		
Average Daily Traffic (ADT) on Highway	1068		1590	2% yearly traffic increase for population growth, parcel development, increased tourism and forest related trips.
Seasonal Average Daily Traffic (peak season) (SADT) on Highway				
% Trucks		20%	30%	Increase in commercial truck traffic from new emphasis on forest-related work.
% Federal Land Related	48%		50%	Slight increase from population growth, additional tourism and commercial traffic use.

**Note:** If no counts are available, please estimate range (<200, 200-500, 500-1000, >1000 vehicles/day)

	NBI Structure Number	Dimensions (Overall Length x Width)	Bridge Type	No. of Spans	NBIS Sufficiently Rating (1-100)
+	-				

**Problem Statement:** What purpose does this roadway serve? What is the need for this project? Who will this project serve (such as skiers, communities, hiker, etc)? What are the conditions requiring relief? Describe the consequences if these conditions are not addressed. Describe physical and functional deficiencies, anticipated changes in road use, bridge deficiencies, pavement condition, and surface condition, etc.

The Cody Road connects US 197 to Highway 35 and provides access for the administration, protection and utilization of eastern portions of the Mt Hood National Forest (Barlow Ranger District). This road is the main route that connects the towns of Tygh Valley with Wamic and it is the primary road used to access Pine Hollow Reservoir (a man-made lakeside development and resort). The road is open year-round and provides access for multiple recreational uses on the National Forest including dispersed camping, hiking, hunting, fishing and wilderness access. The principal commercial use is the transportation of agricultural products and commercially harvested timber. In addition to the heavy use by local residents and tourists, this road is also the sole farm-to-market route for the many farmers, ranchers and orchardists in this area.

The project section starts from Tygh Valley and ends just before the Wamic Grade. The roadway has held up fairly well since the last pavement preservation, but the surface is experiencing weathering and raveling, with loss of skid resistance and a reduction in ride quality. There is also some minor rutting developing in the wheel lanes and minor longitudinal and transverse cracks (less than 3/8" inch width) are also present. Additionally, there are three (3) sections of sub-standard guardrail located along this route, which includes approximately 800 feet of cable rail.

If not addressed, increased rutting and the surface cracks will eventually lead to structural failure of the pavement with standing water permeating into the road base. Further loss of surfacing and skid resistance would lead to higher incidences of skid related accidents. A preservation treatment performed now will increase the life of this pavement and prevent the need for a costly reconstruction project or full structural overlay. Because of the steepness of the terrain and the fairly high traffic use, the possibility of roll-over accidents has been a great concern. Replacing the sub-standard guardrail would substantially reduce the the potential for serious accidents.

**Detailed description of proposed work:** Describe surfacing type, surfacing widths, surfacing depth, ancillary parking areas, signing improvements, guardrail replacement, and pavement marking. Include any work affecting bridges.

The roadway width in this section is 24 feet and the paved surface consists of multiple chip seals.

This project proposes placing a 2" asphalt overlay over the entire road section. Prior to the overlay, the road would be cleaned and swept and any cracks filled with hot sealant material. A tack coat of liquid asphalt would then be applied to promote bonding. The asphalt overlay would be placed in one lift with two 12' wide panels. Pavement markings would then be placed on the new road surface.

The project also proposes to remove three sections of sub-standard guardrail along this road section, approximately 1000 feet in total length, and replace with new W-beam rail and install appropriate end treatments.



<b>Project is identified within the following</b> (Check all that apply and show plan name)		
<input type="checkbox"/> System Transportation Plan		
<input type="checkbox"/> Land Management Plan		
<input type="checkbox"/> Regional Transportation Plan		
<input checked="" type="checkbox"/> County Transportation System Plan	Wasco County Pavement Management Plan	
<input type="checkbox"/> Tribal Transportation Plan		
<b>Which of the following environmental and social issues are within the project area:</b>		<b>Could the proposed project affect this issue?</b>
T&E Species	No	No
Other Fish & Wildlife & Habitat	No	No
Wildlife Movement Corridors	No	No
Non-Attainment Air Quality Areas	No	No
<p><b>Describe any other environmental or social issues that should be considered that are within the project area:</b> Is the route included in an area receiving special management considerations for water quality, wildlife security, connectivity?</p> <p>This route is not located in any special management area. The project will follow best management practices and current construction standards. No special environmental or land use issues are anticipated.</p>		
<p><b>The lead agency for project delivery will be WFLHD.</b> The project proponents may request another agency take the lead for project delivery. If recommending a different agency be lead, indicate below which agency and provide rationale for the recommendation. The rationale should include why another agency should take the lead, previous experience in delivering Federal-Aid funded projects, any certifications to deliver Federal-Aid funded projects, and ability to satisfy Federal Highway Administration project delivery requirements:</p> <p>Agree with WFLHD as lead agency.</p>		



<b>Total Project Cost Estimate</b>	

Fill-in estimates for appropriate items. Add items as needed. **Use Current Unit Prices.**

Quantity	Item	Unit Price	Unit	Total
8,000	Crack Seal	\$0.35	Linear Feet	\$2,800.00
	Chip Seal		Square Yards	
	Fog Seal, Slurry Seal		Square Yards	
10,560	Asphalt Concrete Pavement	\$8.75	Square Yards	\$92,400.00
	Aggregate Base (includes stabilization)		Tons	
	Signing		Square Feet	
3,960	Pavement Marking	\$0.15	Linear Feet	\$594.00
1,000	Roadside Safety (barriers, guardrail)	\$35.00	Linear Feet	\$35,000.00
	Bridge Deck Repairs/Resurfacing		Square Feet	
Sub-Total				\$130,794.00
	Mobilization (10% of Sub-Total)		Lump Sum	\$13,079.40
	Contingencies (20% of Sub-Total)		Lump Sum	\$26,158.80
Total Estimated Construction Cost				\$170,032.20
Estimated Preliminary Engineering Costs (As a percentage of the Total Estimated Construction Cost) Typically 5 to 10 percent, depending upon project scope and complexity. Input estimated percentage in decimal form. For example: 0.1				0.05
Estimated Preliminary Engineering Costs				\$8,501.61
Estimated Construction Engineering Costs (As a percentage of the Total Estimated Construction Cost) Typically 5 to 10 percent, depending upon project scope and complexity. Input estimated percentage in decimal form. For example: 0.1				0.05
Estimated Construction Engineering Costs				\$8,501.61
Total Project Costs				\$187,035.42

**Required Local Contribution to Project:** (Describe the type and source of funds to provide the required 10.27% local match.  
\$19,209 - Wasco County Road Fund - In lieu of a total cash payment, the county is proposing to perform all road prep work, including crack sealing and patching; provide all Traffic Control for the project, including warning signs, flagging and pilot cars; and provide all necessary pavement markings upon project completion - total estimated value of all proposed force account work: \$6,094, leaving \$13,115 to be paid by the county road fund.

**Other Contributions to the Project:** (Describe any additional contributions secured or being sought to implement the project proposal. Does this opportunity possibly leverage other funds?)

None

## How does the project relate to the following evaluation criteria?

### 1. SAFETY

#### **Improvement of the Transportation Network for the safety of its users.**

- a) How does the project improve safety through replacement of existing signing and/or guardrail?

The proposed project would greatly improve unsafe conditions in several ways. The new pavement surface will reduce the incidences of skid related accidents by restoring the road surface and improving the ride quality; and replacing the sub-standard guardrail, including 800 feet of cable rail, will substantially reduce the the potential for serious accidents, such as roll-over crashes. It is unlikely that the existing rail system would perform adequately and help redirect vehicles back onto the roadway.

### 2. PRESERVATION

#### **Improvement of the transportation network for economy of operation and maintenance.**

- a) What is the current condition of the existing surfacing? If the surfacing is pavement, what is the Pavement Condition Index (PCI) or PASER rating? If the surface is gravel, what is the PASER rating? How would the project improve the surface condition?
- b) How would the project impact maintenance or operating costs? How will the project reduce these costs?
- c) If the proposal includes bridge deck resurfacing, how will the project improvements extend the service life of the bridge deck?

The majority of the existing pavement surface is rated in " Good" condition, although a few segments do show distresses with higher severity levels such as rutting - Wasco County Pavement Management System PCI: 83. The most effective and cost efficient way to address the minor rutting and preserve this pavement is to apply a 2" asphalt overlay. The proposed work would improve the roadway in several ways: Eliminate the rutting and restore the road crown, protect the pavement structure, restore skid resistance and improve the ride quality.

With the proposed improvements, it is anticipated that the maintenance and operation costs for this section of roadway could be greatly reduced. The amount of damage to the road ditch and shoulders from motorists accidents should curtailed because of the upgrades to the roadway surface and installation of safety devices. The proposed improvements should also help reduce the amount of sanding needed in the winter months, as the new roadway will be easier to traverse in inclement weather and should not have any additional issues with standing water or ice build-up in the wheel lanes. Because the county's staffing and equipment is severely limited, this reduction in maintenance would be tremendously beneficial. The replacement of the guardrail would be even more significant, as the county lacks the funds for a guardrail program.

### 3. RECREATION AND ECONOMIC

#### **Development and utilization of the Federal Land and its resources.**

- a) Describe any high use recreation sites or Federal economic generators (as determined by the Federal Land Manager) that are accessed by this project. How many visitors access/use the site annually? How does the project enhance access to these sites?
- b) Which Federal Lands are accessed by this project? How much Federal Land (acres) is accessed by the project? If multiple Federal Lands are accessed, itemize acreage by agency.

#### **Enhancement of economic development at the local, regional, or national level, including tourism and recreational travel.**

**Note:** Direct effects of implementing the project, i.e. construction employment will not be scored.

- c) Identify the community or communities economically dependent on the network, and the elements that comprise the economy (e.g. timber, tourism, etc.) How is the economy tied to the transportation network? How will the proposed project improve the transportation network and support the community's economic goals/needs or other economic plan?
- d) If the proposed project is located on a designated federal, state, or county scenic byway, identify the scenic byway and explain the anticipated benefit related to the byway. Would the project meet the needs identified in the Byway's management plan?



The Cody Road provides direct access to many high use recreation sites:

Badger Creek Wilderness - Established in 1984, this 29,000 acre wilderness area is one of just six designated in the Mount Hood National Forest. High use recreational activities include hiking, horseback riding, wildlife watching and in the winter months, cross-country skiing. There are approximately 55 miles of developed trail in the wilderness, including the Badger Creek National Recreation Trail, which follows the length of the creek in the wilderness, a distance of 11.9 miles. The most popular recreation sites include Lookout Mountain, Flag Point, Badger Lake and several primitive campsites. Estimated annual visitor use: 15,000 days.

Rock Creek Campground and OHV area are also directly accessed by this project. The Rock Creek Campground sits on the shores of the 180 acre Rock Creek Reservoir. It is a family friendly campground, with many of the 32 sites right on the water's edge and offers accommodations for both tents and RV camping. The campground provides access to a variety of recreational activities such as boating, canoeing, fishing and swimming. A boat ramp, picnic area and hiking trail are available at the adjacent day-use area. The brand new Rock Creek OHV area has about 50 miles of marked trails. There are two staging areas and some primitive camping is permitted. Estimated annual visitor use: 50,000 days.

Because the Cody Road also connects US 197 to Highway 35, this project also provides indirect access to Government Camp, an unincorporated community located within the Mt Hood Scenic Byway, just south of Mount Hood. Government Camp is the gateway to several ski resorts, including Timberline Lodge, Mount Hood Ski bowl and Summit Ski area. There is also a vast network of trails for cross-country skiing. In the spring and summer months, these trails are also used for hiking and mountain biking. This area sees approximately 500,000 visits each year.

This route provides the principal access to approximately 130,000 acres of the eastern portion of the Mt Hood National Forest, and nearly 75% of all forest assets managed for the public within the Barlow Ranger District. It also serves residential, commercial, and recreational traffic within this segment of national forest and connects with other forest roads accessing adjacent forest lands. In addition to improving the transportation system that allows for management of public land in this area, this road also makes direct access from Highway 197 to the National Forest available and is therefore a vital route for the protection of forest lands and improves response to wildfires, medical or other emergencies.

There are also many important Federal economic generators accessed by this project. The commercial extraction of natural resource products such as timber and common minerals; Stewardship contracts for fuels reduction and pre-commercial thinning; the harvest of special forest products such as Christmas trees, firewood, mushrooms, edible berries and ornamental products such as cones and evergreen boughs.

The communities of Tygh Valley and Wamic are both heavily dependent on this route, as this Forest Highway goes through the middle of both towns. Year round, tourists and other visitors traveling to National Forest lands need and utilize many local services and the dollars these visitors spend have a strong positive impact on these small rural communities and their economies.

Improvements to this roadway will also help make this route more inviting and much safer for recreational users and tourists looking to travel to the National Forest. This project would also enhance the current access and capacity for commercial traffic by providing a new roadway surface and upgraded safety features (guardrail). Diverse forest related recreational opportunities include - camping, hunting and fishing and improved access to hundreds of miles of trail for hiking, horseback riding, mountain biking and off-highway vehicles (OHV). This route is also the sole access from Highway 197 to the Pine Hollow and Rock Creek Reservoirs, which are man-made lakeside resorts. These reservoirs allow tourists opportunities for boating, fishing and other water related recreation.

The principal commercial use of this roadway is the transportation of agricultural products from the surrounding farms and ranches and commercially harvested timber, minerals and floral supplies. This roadway is a vital route for the transportation of products grown in and extracted from this area.

This route does provide access to the southern portion of the Mt. Hood Scenic Byway.



#### 4. MOBILITY

##### **Continuity of the transportation network serving the Federal Land and its dependent communities.**

- a) Identify all planning documents related to this project. Is the project specifically identified in any of these plans? What is the local or regional priority (high, medium, low) of the project considering the Federal Land, State or County network? How does this proposal fit with the Federal Land Management Plan? How does the proposal fit with the county comprehensive plan? How does the proposal fit with any Transportation System Plans or Corridor Plans? What are the consequences to the transportation system of not addressing these needs?
- b) Does the proposed project connect to a designated route on the Federal Land Management Agency inventory? Are there any future improvements planned on the designated route?
- c) Is the road the sole access to the area?

##### **Mobility of the users of the transportation network and the goods and services provided.**

- d) How would the proposed improvements increase comfort and convenience for the user?
- e) What are the major traffic generators within the Federal Land for this route?

This project is identified in Wasco County's Pavement Management Plan. The needs identified in the plan for this section of road are to eliminate the rutting and restore the road crown to ensure that water will correctly shed off of the roadway. Additionally, improving the ride quality and restoring the skid resistance are also needs that were identified.

This project has a high priority in terms of both the local and regional transportation network. This project meets the objectives of the Forest Plan by providing an improved, safer route for visitors and by providing an enhanced transportation system to help support fire protection, fuels treatment and pest management programs. This project meets the comprehensive plan goals to enhance the existing road system for the benefit of the general public and improving access to public lands.

This project would be an important system linkage improvement, as this route is the primary east-west major collector in moving regional traffic in the area and providing improved connectivity for multiple modes of transportation along the forest highway corridor. In terms of the local transportation network, this route is absolutely vital to the communities of Pine Hollow, Tygh Valley and Wamic. This route is the sole access from Hwy 197 to this section of the forest.

If these needs are not addressed, the roadway will continue to deteriorate and will eventually lead to failure of the pavement. This would have a negative effect on the serviceability of this route and would also lead to higher incidences of accidents. A preservation treatment performed now will increase the life of this pavement and prevent the need for a costly reconstruction project or full structural overlay.

Last year, Wasco County was awarded a capital improvement project along this route. The Wamic Grade reconstruction project, located just west of this road section is anticipated to start sometime in 2015. The proposed preservation project, along with the capital improvement work would address the last two deficient segments of this forest highway.

The proposed improvements would increase the convenience of use by providing new asphalt surfacing and updated guardrail. These improvements would help ensure travel along this Forest Highway is more enjoyable and safer. The project improvements would also help limit the obstruction of passage due to accidents and inclement weather.

The major traffic generators within federal land include: Residents around Rock Creek Reservoir, commercial agriculture and timber haulers, regional traffic travelling from US 197 to Highway 35, and tourists accessing the various boating, camping, hiking, bicycling, hunting and fishing opportunities and diverse wilderness sites.

## 2014 Oregon Federal Lands Access Program

JOINT ENDORSEMENT- This project is supported and endorsed by (add agency endorsements as needed)

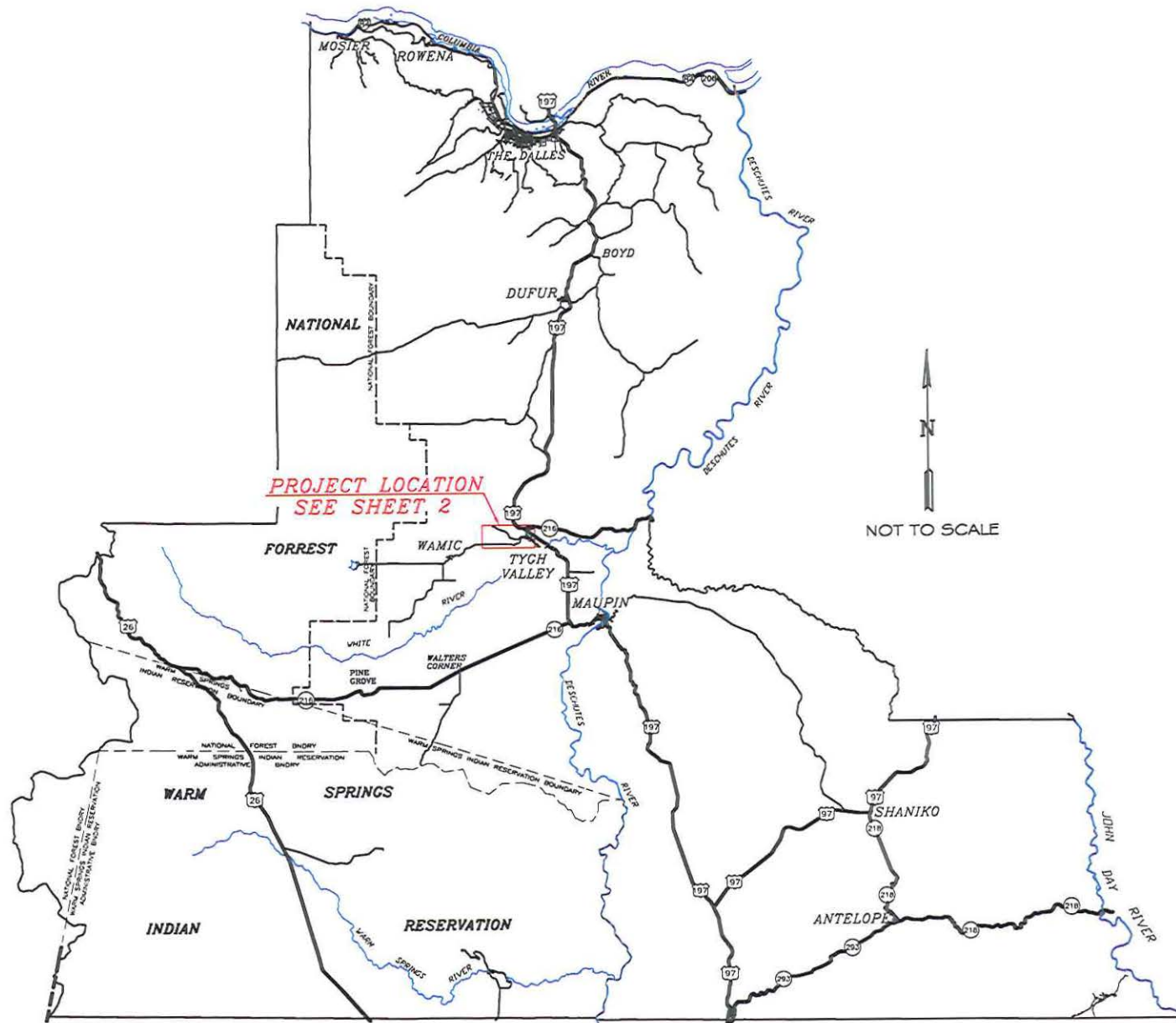
<b>Federal Land Agency (ies)</b>	
<b>* Federal Land Unit Manager Name</b>	
<b>*** Handwritten Signature is required</b>	
<b>Date</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>Point of Contact</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>State, County, Local, or Tribal Government</b>	
<b>** Authorized Official</b>	
<b>*** Handwritten Signature is required</b>	
<b>Date</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>Point of Contact</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Telephone</b>	

\* Unit manager such as Park Superintendent, Forest Supervisor, Fish and Wildlife Project Leader, Field Manager, District Manager, etc.

\*\* Official authorized to commit agency to project such as ODOT Region Manager, County Commissioner, Tribal leader, etc.

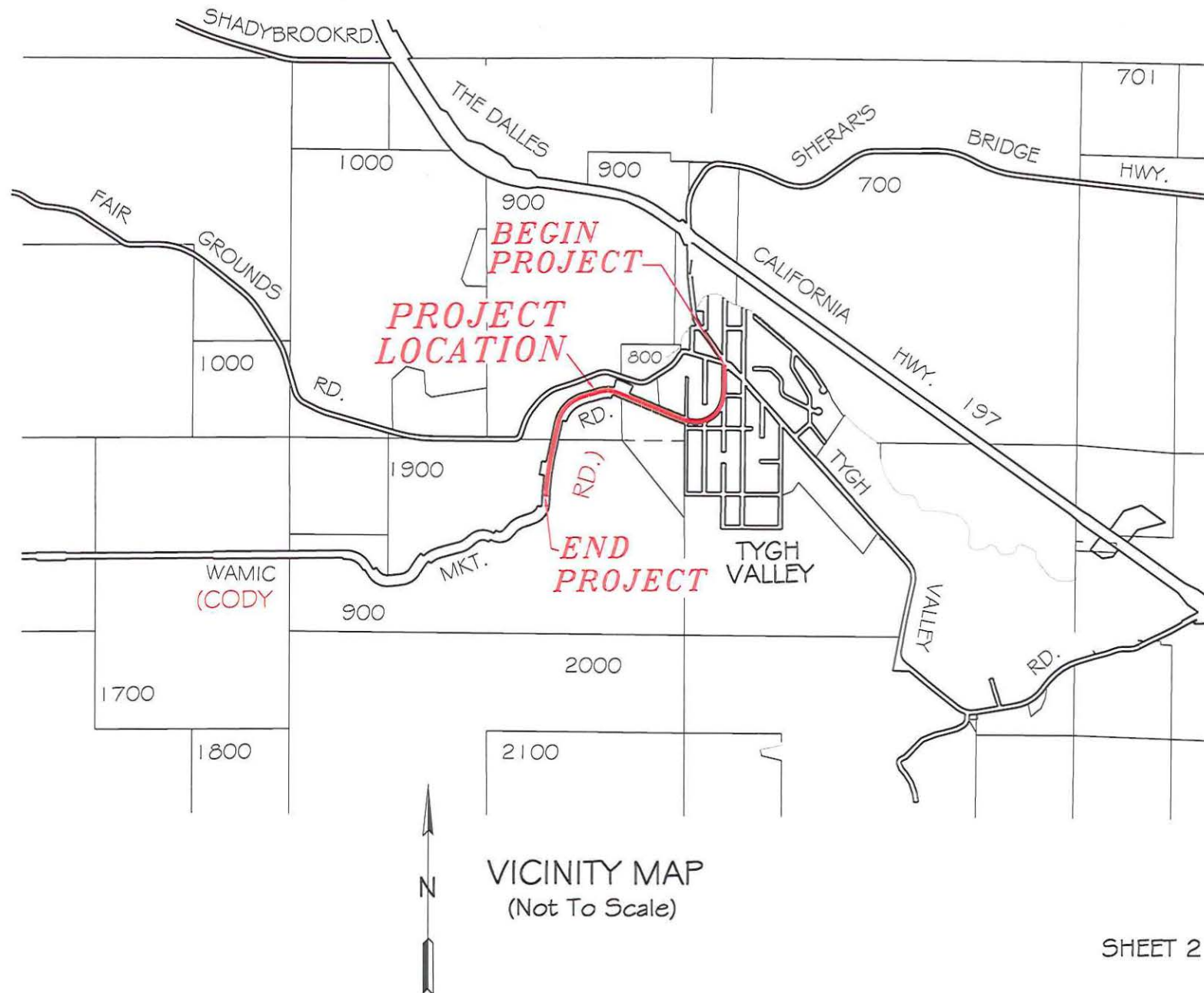
\*\*\*Signatures are required from BOTH the Federal Land Management Agency being accessed and the State, County, Local, or Tribal Government.  
Print this page and sign legibly. After signing, scan to PDF, and attach.

# VICINITY MAP CODY ROAD - TYGH / WAMIC OVERLAY





# CODY ROAD - TYGH / WAMIC OVERLAY





**Dufur Market Road – Rail Hollow Overlay**

**Project Beginning**



**Dufur Market Road – Rail Hollow Overlay**

**Project Mid-point**





**Dufur Market Road – Rail Hollow Overlay**

**Project Ending**



**Cody Road – Tygh/Wamic Overlay**

**Project Beginning**





**Cody Road – Tygh/Wamic Overlay**

**Guardrail segment #1**





**Cody Road – Tygh/Wamic Overlay**

**Guardrail segment #2**



**Cody Road – Tygh/Wamic Overlay**

**Guardrail segment #3**





**Cody Road – Tygh/Wamic Overlay**

**Project Ending**





**Cody Road – Rock Creek Chip Seal**

**Project Beginning**



**Cody Road – Rock Creek Chip Seal**

**Project Mid-point**





**Cody Road – Rock Creek Chip Seal**

**Project Ending**



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

IN THE MATTER OF SUPPORTING	)	
THE WASCO COUNTY PUBLIC WORKS	)	RESOLUTION
DEPARTMENT ROADS PRESERVATION	)	#14-010
GRANT PROJECTS	)	

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

WHEREAS funding for road maintenance and improvement has declined significantly as a result of reductions in federal funding; and

WHEREAS Wasco County Roads will continue to deteriorate without proper maintenance; and

WHEREAS maintaining the Wasco County road system is less expensive and more effective than rebuilding them once they have deteriorated beyond our ability to repair them; and

WHEREAS the roads proposed for maintenance provide access for the administration, protection and utilization of eastern portions of the Mt. Hood National Forest (Barlow Ranger District).

NOW, THEREFORE, IT IS HEREBY RESOLVED: That the Wasco County Board of Commissioners strongly supports the efforts of the Wasco County Public Works Department to obtain needed funding through the Preventive Maintenance Project Oregon Federal Lands Access Program.

IT IS HEREBY FUTHER RESOLVED: that a well-maintained road system provides access to local recreational destinations in the Mt. Hood National Forest for both residents and visitors of Wasco County and is vital to economic growth.

DATED this 16<sup>th</sup> day of April, 2014.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Scott C. Hege, Chair

APPROVED AS TO FORM:

---

Rod L. Runyon, County Commissioner

---

Eric J. Nisley  
Wasco County District Attorney

---

Steve D. Kramer, County Commissioner

## **Discussion List**

### **LiDAR Contract**

- [Memo](#)
- [Contract 41300-04112014 Lidar Data for Wasco County](#)



---

---

**MEMORANDUM**

---

---

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** LIDAR CONTRACT  
**DATE:** 4/15/2014

---

**BACKGROUND INFORMATION**

At the Dec. 18, 2013 Board Session, Planning Director John Roberts brought to the attention of the Board an opportunity for the County to participate in a LiDAR mapping project being facilitated by the Wasco County Soil and Water Conservation District.

At the February 19, 2014 Board Session, Mr. Roberts provided further information and outlined the areas he would propose the County sponsor for mapping. The Board directed Mr. Roberts to contact local businesses, agencies and government entities to determine their level of interest in participating in the project. In addition, they asked Mr. Roberts to explore how much county funding could be made available.

At the March 5, 2014 Board Session, Mr. Roberts reported that the City of The Dalles, FEMA, USGS and the Department of Forestry are all looking at participating in the mapping project. The Board committed \$10,000 to the LiDAR mapping project and asked Mr. Roberts to work with Finance Manager Monica Morris to identify further County funding sources.

At the March 19, 2014 Board Session, the Board approved up to an addition \$40,000 in funding for the LiDAR mapping process as follows:

1. \$5,000 from Planning
2. \$5,000 from Public Works
3. \$5,000 from the Surveyor
4. \$5,000 from 9-1-1
5. \$20,000 from Facility Capital Fund

**STATE OF OREGON**  
**CONTRACT 41300-04112014**  
*Lidar Data for Wasco County*

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through the Department of Geology and Mineral Industries, hereinafter referred to as “**DOGAMI**,” and Wasco County, hereafter known as “**County**”.

Unless otherwise stated, the designees named below shall be the contact for all activities relating to the Work / Services to be performed under this Agreement.

<b>COUNTY Designates:</b>	<b>DOGAMI Designates:</b>
Name/Title: John Roberts, AICP Planning Director	Name/Title: Ian Madin, Chief Scientist
Address: 2705 East Second Street	Address: 800 NE Oregon St, Suite 965
City, State zip code: The Dalles, OR 97058	City, State, zip code: Portland, OR 97232
Phone: (541) 506-2563	Phone: 971-673-1542
Fax:	Fax: (971) 673-1562
Email: johnr@co.wasco.or.us	Email: <a href="mailto:ian.madin@dogami.state.or.us">ian.madin@dogami.state.or.us</a>

**I. EFFECTIVE DATE AND DURATION:**

This Agreement becomes effective on the date at which **County** and **DOGAMI** both have signed this Agreement. Unless earlier terminated or extended, this Agreement expires when **DOGAMI's** completed performance has been accepted by **County**, or June 30<sup>th</sup>, 2015, whichever date occurs first.

**II. AMENDMENTS:**

This Agreement may be amended. No changes to or waivers of provisions of this Agreement will be valid until they have been reduced to writing, approved and signed by all parties.

**III. AUTHORITY:**

Intergovernmental cooperation Pursuant to ORS Chapter 190.110 (1) In performing a duty imposed upon it, in exercising a power conferred upon it or in administering a policy or program delegated to it, a unit of local government or a state agency of this state may cooperate for any lawful purpose, by agreement or otherwise, with a unit of local government or a state agency of this or another state, or with the United States, or with a United States governmental agency, or with an American Indian tribe or an agency of an American Indian tribe. **DOGAMI** is the “Authorized Purchaser” to acquire lidar data under State of Oregon Agency-Specific Price Agreement 8865 (Price Agreement) and the manager of the Oregon LIDAR Consortium.

#### IV. STATEMENT OF WORK:

Under such authority, DOGAMI has established a large, multi-partner lidar collection called the "Wasco County 2014 Lidar Project", and **COUNTY** is a funding partner in that project. As depicted in Exhibit A attached hereto and by this reference made a part hereof, the Wasco County 2014 Lidar Project is planned to cover at least 1234 square miles. **DOGAMI** and **COUNTY** agree that **COUNTY** shall provide funding for 71 square miles of the total under a separate agreement. Lidar data specifications and standard lidar deliverables are described in "Exhibit A to Amendment 5 of Agreement # 8865", attached hereto as Exhibit B and by this reference made a part hereof. DOGAMI shall acquire the specific deliverables identified in Exhibit B section 2.1-2.4. As a funding partner, **COUNTY** is entitled to receive all data collected for the Wasco County 2014 Lidar Project. Data will be provided to **COUNTY** when it has been finalized, and will be copied onto an external hard drive that **COUNTY** shall provide.

The Wasco County 2014 Lidar Project is greater than 250 square miles, so the **Contractor** price for the **COUNTY** area of interest is set at \$451 per square mile. **DOGAMI** shall add a 25.6% project management and quality control services fee (\$115 per square mile) in addition to the direct costs charged by the **Contractor** to acquire the LIDAR data and Price Agreement deliverables, as defined Exhibit B. This 25.6% fee corresponds to the current effective federally negotiated Indirect Cost rate for DOGAMI. The net unit cost to **COUNTY** is \$566 per square mile.

**DOGAMI** shall collaborate with **COUNTY** on a best efforts basis in directing the **Contractor** to acquire data during leaf-off, low-water and snow-off conditions. However, given the large scope, variable terrain, unpredictable weather, and general need to acquire lidar data in an efficient manner and on a timely basis, **COUNTY** hereby agrees that **DOGAMI** has the sole authority to plan and authorize data acquisition by **Contractor** and accept or reject the final deliverables from the **Contractor**. **COUNTY** may communicate with the **Contractor** exclusively through **DOGAMI**.

**DOGAMI** shall provide **COUNTY** with regular updates, nominally on a monthly basis, regarding the project status including amounts of data collection and data processing by the **Contractor** and status of deliverables.

#### V. CONSIDERATION:

- A. **COUNTY** agrees to pay **DOGAMI** an amount not to exceed **\$40,186** for performance of this agreement. The basis for this cost estimate is: 71 square miles x \$566 per square mile.
- B. **DOGAMI** shall invoice **COUNTY** in accordance with the payment terms of OPA 8865 that follow three project sequencing milestones, as follows:
  - a. 40% \$16,074 upon **DOGAMI** issuing formal purchase order to **Contractor** or Upon June 1<sup>st</sup>, 2014, whichever comes first.
  - b. 30% \$12,056 upon **Contractor** delivering initial raw data to **DOGAMI** for quality control purposes.



- c. 30% \$12,056 upon **DOGAMI** acceptance of final deliverables as defined by OPA 8865 by **Contractor**.
- C. **COUNTY** shall make payment to **DOGAMI** within 30 days after the invoice date. **COUNTY** agrees that such payment is necessary for **DOGAMI** to pay **Contractor**.
- D. **DOGAMI** agrees to submit a final invoice for work completed under this agreement, not later than 45 days after the expiration date of this agreement.
- E. **DOGAMI** agrees to submit invoices for payment to the **COUNTY** Designate named above.

#### **VI. SUBCONTRACTS:**

**DOGAMI** shall not enter into any additional subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from **COUNTY**.

#### **VII. TERMINATION:**

This agreement may be terminated at any time by mutual written consent of both parties. If contract is terminated by **DOGAMI** after **COUNTY** has made payment to **DOGAMI**, and **DOGAMI** is unable to deliver LIDAR data to **COUNTY**, all funds will be returned to **COUNTY** within 60 days of termination.

**COUNTY** may terminate this agreement effective upon delivery of written notice to **DOGAMI**, or at such later date as may be established by **COUNTY**, under any of the following conditions:

- A. If **DOGAMI** fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- B. If **DOGAMI** fails to perform any of the other provisions of this agreement or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from **COUNTY** fails to correct such failures within ten days or such longer period as **COUNTY** may authorize.

Termination of this agreement does not prejudice any rights or obligations accrued to the parties prior to termination.

**VIII. COMPLIANCE WITH APPLICABLE LAW:**

**DOGAMI** shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are incorporated by reference. Without limiting the generality of the foregoing, **DOGAMI** expressly agrees 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 the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**IX. RECYCLED PAPER:**

**DOGAMI** agrees to use recycled paper for all reports which are prepared as part of this Agreement. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

**X. NON-APPROPRIATION:**

The State of Oregon's obligations under this Agreement are conditioned upon Agency's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

**XI. MERGER CLAUSE:**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.

**DOGAMI** and **COUNTY** acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.

AGREED:

**Department of Geology & Mineral Industries:**

Approved By: _____	<u>93-6001955</u>
Name/Title    Vicki McConnell, Director                      Date	Federal ID #

**Wasco County**

Approved By: _____	<u>4.16.2014</u>
Name/Title    Scott Hege, Chair Board of County Commissioners	Date

Federal ID #93-6002315

APPROVED AS TO FORM:

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



**Discussion Item**  
**Youth Authority Lease**

- [Introductory Email](#)
- [Youth Authority Lease Amendment](#)



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

---

## Re: Wasco Co. Lease #1770 With Youth Authority

2 messages

---

**Tyler Stone** <tylers@co.wasco.or.us>

Tue, Apr 8, 2014 at 9:17 AM

To: CRAIN Joshua \* EAM <joshua.crain@state.or.us>

Cc: Fred Davis <FredD@co.wasco.or.us>, Monica Morris <monicam@co.wasco.or.us>, Kathy White <kathyw@co.wasco.or.us>

Thanks Joshua,  
We will get the amendment signed. Tyler

Tyler Stone  
Administrative Officer  
Wasco County  
511 Washington St. Suite 101  
The Dalles, OR 97058  
541-506-2552  
[www.co.wasco.or.us](http://www.co.wasco.or.us)

On Thu, Apr 3, 2014 at 3:00 PM, CRAIN Joshua \* EAM <joshua.crain@state.or.us> wrote:

Tyler,

My name is Joshua Crain and I am handling the file for Oregon Youth Authority in regards to the lease you have with them at 606 Court St. in The Dalles. I have attached a draft for your review – Please let me know of any changes needed in the documentation. As to the rent/schedule we are utilizing our first of two options to extend at the agreed upon price. Please verify receipt as well if possible on this e-mail.

Thank you,

**Joshua Crain**

Leasing & Property Agent

Dept. of Administrative Services

Enterprise Asset Management | Real Estate Services

1225 Ferry St, SE, U100 | Salem, OR 97301-4281

503-373-1968 | office |

<http://www.oregon.gov/DAS/EAM>

Data Classification: Level II - Limited

**STATE OF OREGON**  
**INTERGOVERNMENTAL LEASE AMENDMENT**

THIS LEASE AMENDMENT, dated April 4, 2014, is made by and between WASCO COUNTY, a political subdivision of the STATE OF OREGON (Lessor) and the STATE OF OREGON, acting by and through its Oregon Youth Authority (Lessee).

Lessor and Lessee are parties to a lease dated July 1, 2004, as amended or supplemented by lease amendments dated May 1, 2007, January 9, 2009, May 10, 2010, and June 14, 2012 (herein referred to as the Lease), covering Premises described as approximately 1,032 square feet of space (more or less) located at 606 Court Street, The Dalles, Wasco County, Oregon 97058.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the Lease shall be amended or supplemented as follows:

1. **Term.** Lessee has provided timely notice to Lessor of Lessee's election to exercise its first option to extend the Lease as provided in Section 3 – Option to Extend. Accordingly, the Lease is hereby **extended for a period of two (2) years** commencing **July 1, 2014**, and continuing through **June 30, 2016**.

2. **Rent.** The monthly Base Rent for the extension period shall be per the following Rent Schedule:

<u>LEASE PERIOD</u>	<u>BASE RENT</u>
07/01/14 – 06/30/15	\$1,048.33
07/01/15 – 06/30/16	\$1,079.78

Except as expressly amended or supplemented hereby, all other terms and conditions of the Lease shall remain in full force and effect.

**State Workers' Compensation Act.** Should Lessor employ any "subject worker," as defined in ORS 656.005(28), to perform any work required under this Lease, the Lessor shall comply with the Workers' Compensation Law, ORS 656.001, et seq. Lessor, to the extent it employs such "subject worker(s)," and Lessor's contractors or subcontractors, if any, and any employers providing work, labor or materials under this Lease are "subject employers" under the Workers' Compensation Law and shall comply with ORS 656.017, which requires "subject employers" to provide Oregon workers' compensation coverage that conforms to Oregon law for all of their "subject workers", or are exempt under ORS 656.126.



This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the Lease Amendment.

LESSOR: WASCO COUNTY, a political subdivision of the STATE OF OREGON

By \_\_\_\_\_

Date \_\_\_\_\_

LESSEE: STATE OF OREGON, acting by and through its  
Oregon Youth Authority

By  \_\_\_\_\_

Date 7/4/14 \_\_\_\_\_

APPROVAL: STATE OF OREGON, acting by and through its  
Department of Administrative Services

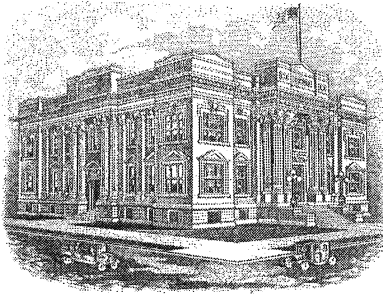
By \_\_\_\_\_

Real Estate Services

Date \_\_\_\_\_

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

- [March 2014 Report](#)
- [April 2014 Report](#)
- [April 2013 Report](#)



# WASCO COUNTY

Finance Department

**Treasury**  
**Chad Krause**  
**Treasurer**

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

March 10, 2014

TO: Wasco County Board of Commissioners

FROM: Chad Krause, Wasco County Treasurer

RE: Monthly Financial Statement

As of March 1, 2014, Wasco County had cash on hand of **\$24,739,398.21**

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

\$ 2,436,091.55

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

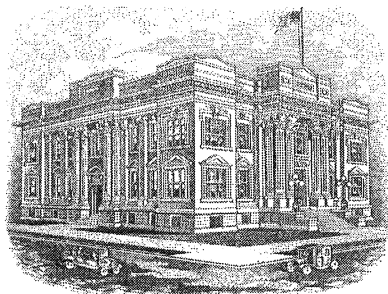
Funds on deposit in the Local Government Investment Pool:

\$ 22,303,306.66

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

Total outstanding checks of Wasco County: \$232,396.83





# 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

April 10, 2014

TO: Wasco County Board of Commissioners

FROM: Chad Krause, Wasco County Treasurer

RE: Monthly Financial Statement

As of April 1, 2014, Wasco County had cash on hand of **\$22,450,528.06**

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

\$ 1,905,527.46

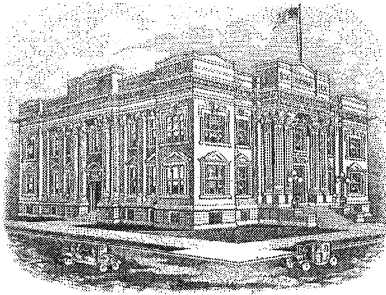
Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 20,545,000.60

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

Total outstanding checks of Wasco County: \$453,292.61



# 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

April 10, 2013

TO: Wasco County Board of Commissioners

FROM: Chad Krause, Wasco County Treasurer

RE: Monthly Financial Statement

As of April 1, 2013, Wasco County had cash on hand of **\$21,018,106.59**

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

\$ 1,026,099.74

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

Funds on deposit in the Local Government Investment Pool:

\$ 19,992,006.85

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

Total outstanding checks of Wasco County: \$251,143.02

## **Discussion List**

### **Watershed Council Requirements**

- [Explanatory Email](#)





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

---

## Re: Watershed Council Appointments & OWEB grant changes

2 messages

---

**Tyler Stone** <tylers@co.wasco.or.us>

Mon, Apr 14, 2014 at 3:45 PM

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

Thanks Anna,  
I have copied Kathy White on this email to set a time for you to present to the Commission. Let me know if I can help. Thanks Tyler

Tyler Stone  
Administrative Officer  
Wasco County  
511 Washington St. Suite 101  
The Dalles, OR 97058  
541-506-2552  
[www.co.wasco.or.us](http://www.co.wasco.or.us)

On Mon, Apr 14, 2014 at 3:40 PM, Buckley, Anna - NRCS - The Dalles, OR <[Anna.Buckley@or.nacdnet.net](mailto:Anna.Buckley@or.nacdnet.net)> wrote:

Hi Tyler – The county's request for an application or letter of support for new watershed council members is very timely. Wasco's watershed councils are in the process of re-drafting by-laws to conform with new OWEB grant requirements for watershed councils. Among other changes in response to OWEB requirements, we are forming a coordinating board which we need to ask for county recognition of (as OWEB is considering it a re-organization) and we will also need to demonstrate a balance of interests reflected in the watershed council membership. I think it would be helpful to discuss these new requirements with the county commission and see about having either you or a commissioner come to our next coordinating board meeting on May 15 at 9 AM or June 4 at 9 AM.

Let me know when would be a good time to meet with you to discuss these changes and identify next steps.

Thanks in advance for your time,

Anna Buckley

Anna Buckley

Wasco Area Watershed Councils Coordinator

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 16, 2014**

**CONSENT AGENDA**

1. [4.2.2014 Regular Session Minutes](#)
2. [Outdoor Mass Gathering Order](#)

## **Consent Item Minutes**

- [4.2.2016 Minutes](#)





WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
April 2, 2014

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

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

**Changes to the Agenda**

Chair Hege added the Jackson Ranch events, the Strategic Plan, the Assessor, and AOC dues to the discussion list. Commissioner Runyon added the Fort Dalles Museum to the Discussion List. Commissioner Kramer added an update on the Wolf Compensation Committee to the Discussion List. Mr. Stone added an update on the Compensation Policy roll-out to the Discussion List.

**Discussion Item: State/Federal Funding Opportunities**

Mr. Stone reported that he had not received any project submissions from department heads. He suggested that the County could use assistance with homeless vouchers. Commissioner Runyon said online certification for Veterans Service Office volunteers would allow them to provide more support for the Veterans Service Officer. Mr. Stone mentioned that he is not sure if the Federal Government would get involved in a parkland project; that would probably fall to Regional Solutions.

Chair Hege said he would forward these suggestions to the State.

**Discussion Item: HB4015**

Chair Hege commented that the language in the AOC memo did not make clear the request being made of counties. Commissioner Runyon wondered what impact, if any, this would have on the Regional Solutions Team. Mr. Stone suggested that if any member of the Board has an interest, that name should be submitted just so Wasco County has a name on the list.

Further discussion ensued speculating on the intent of the AOC memo. Commissioner Runyon expressed an interest in having his name submitted as long as it does not affect his position on the Regional Solutions Team.

**Department Head: District Attorney**

District Attorney Eric Nisley reported that the Administrative Rules for a marijuana dispensary ban were completed yesterday. He stated that he has reviewed an ordinance drafted by the City of the Dalles and recommends the County develop a similar ordinance with emergency passage prior to May 1<sup>st</sup>. Commissioner Runyon interjected that Planning Director John Roberts does not think anyone will apply but that is not a reason to not have an ordinance in place. DA Nisley added that he has spoken to the Sheriff who is in favor of the ordinance.

Chair Hege noted that the State law allows the prohibition of the applications for a year and asked the purpose of that. DA Nisley responded that it gives counties some time. He said some municipalities are going to draft ordinances to prohibit the dispensaries completely. He stated that he could share many stories of homes broken into for their medical marijuana grows. He added that he has provided a copy of the City's draft ordinance to Ms. White for modification for a County ordinance. The Board expressed their appreciation for DA Nisley's assistance.

**Discussion Item: ODOT Contract Amendment**

Chair Hege noted that the amendment increases the dollar amount of the original contract and asked if any portion of the contract funding stays within the County budget. Mr. Stone replied that he believes that the \$38,000 passes through the County to MCCOG and the \$2,000 comes to the County for administration; he will follow-up to confirm.

**{{{Commissioner Kramer moved to approve Amendment Number 1 to the ODOT Agreement No. 29535 with Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Discussion Item: Early Learning**

Commissioner Kramer reported that he had spoken with Youth Services Director Molly Rogers about the ODE transition letter; it will affect one member of Haven who works at DHS – this was an expected outcome. He said Ms. Rogers does not feel it will be an issue for the County.

Chair Hege asked if we have an approved Hub. Commissioner Kramer responded that the group is working on an RFP response which is due sometime in mid-April or early May. Mr. Stone added that this is Phase II for counties who were not selected as part of Hub in Phase I.

Chair Hege asked if we will have a Hub in place by July 1<sup>st</sup>. Commissioner Kramer replied that that is the goal; it will depend upon acceptance by State of the submitted response to their RFP.

Commissioner Runyon pointed out that there is a contingency paragraph for those who do not have a Hub. Commissioner Kramer acknowledged that as a possibility.

**Discussion Item: Fort Dalles Museum**

Commissioner Runyon reminded the Board members that at a previous session there had been some discussion regarding the undesirability of dual appointments to the Museum Board and the Foundation Board, although it was not included in the appointment order. After further consideration, he stated that he is withdrawing that request and leaving it for the Museum Board to address within their bylaws.

Mr. Stone reported that he had attended last night's Museum Board meeting because the Museum and Foundation are facing some challenges regarding roles and responsibilities. He said that without a central coordinator or director they are going in too many directions at once which creates issues for both organizations. He said he had offered two suggestions to the Museum's Board:

1. They work with staff from both entities to develop a list of roles and responsibilities for each and then bring them together for a discussion to iron out the issues; he offered to act as facilitator.
2. His preferred option is that each entity contributes funding to bring in Six Rivers Mediation to work with the groups to find common ground.



He said that they had voted to seek proposals for mediation to facilitate a discussion around roles and responsibilities.

Commissioner Runyon observed that this effort comes back around to his original push for them to establish a set of bylaws. Mr. Stone responded that he believes they voted on bylaws last night.

#### **Discussion Item: Strategic Planning**

Mr. Stone reported that last month the Management Team met for two days – day 1 was spent on the performance evaluation process and how that ties to compensation; day 2 was spent on strategic planning – validating the mission, vision and values developed four years ago; some minor changes were made. They went on to examine overriding focus areas and strategic direction. The County has been on-track with what was decided four years ago and the management team added some to that. At next week's management team meeting they will schedule a day to complete that work.

Chief Deputy Lane Magill interjected that the 2-day work sessions were valuable. Mr. Stone added that within the County, the Sheriff's and Planning Departments have been early adopters of the process; both have developed strategic plans which they use to guide their direction. Chief Deputy Magill added that he is working with Ms. Rogers as her department develops their strategic plan.

#### **Agenda Item: United Way**

Jeff Heater handed out United Way brochures to the Board and showed a video outlining the work supported throughout the Gorge with United Way funding. He explained that a lot of new people are re-energizing the local effort and asked if they could make a presentation to employees to get one-time donations or ongoing payroll deduction donations. He explained that 99¢ of every dollar donated in the Gorge remains in the Gorge to support area programs. Through their recent allocations process they allocated \$185,000 to local programs – an increase of \$30,000 over last year.

Mr. Stone said that in the past the County has attached donation forms to paychecks but have not done payroll deductions. He asked if United Way directly interacts with the employees. Mr. Heater replied that the employee can designate a particular organization or allow United Way to place funding according to need. He explained that they would like to make a personal appeal as they find it to be more effective

than just sending out the forms. He added that donation commitments must be renewed annually which allows the employee to determine each year whether or not they wish to continue their contribution.

Commissioner Runyon suggested that it be brought to a Management Team meeting. Mr. Heater said he would make arrangements for someone to be there.

Chair Hege called for a recess at 9:50 a.m.

The Session reconvened at 9:55 a.m.

**Agenda Item: USFS Contract**

Chief Deputy Magill explained that this is an annually renewed contract. The only difference over last year's contract is a reduction in funding due to a Region 6 issue. Chair Hege noted that this means we will be doing the same work with fewer resources. Chief Deputy Magill said that with changes in the Courthouse Security budget, they will be able to compensate for the loss.

Commissioner Runyon asked if they would be using Reserve Officers. Chief Deputy Magill replied that this dedicated funding stream requires a sworn deputy. Mr. Stone asked if these will be overtime hours. Chief Deputy Magill replied that historically the work has been overtime but with the shift from Courthouse Security, they will be able to do it on regular time.

Commissioner Runyon asked about reimbursements. Chief Deputy Magill explained that damages to equipment along with water or meals during a search are reimbursable.

**{{{Commissioner Runyon moved to approve USDA Contract FS Agreement No. 12-LE-11060600-010 M2 Cooperative Law Enforcement Annual Operating Plan and Financial Plan between the Wasco County Sheriff's Department and the USDA, Forest Service Mt. Hood Forest. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Chair Hege noted that the contract for State Parks should be coming through soon. Chief Magill stated that he has received the finalized draft which counsel has approved as to form and it has been returned to Parks and Recreation. He said they hope to have someone on the river by May 1<sup>st</sup>. He added that they will be moving someone out of the deputy pool and will then hire to fill the vacated position. He said

that he anticipates the loss of an additional deputy to another agency and will be hiring for that position as well.

**Discussion Item: Assessor**

Chair Hege reported that he and Mr. Stone will be meeting with Jill Filla-Amery on Thursday; she is the only candidate for Assessor. He said he is encouraging her to work with Interim Director Tom Linhares to develop a transition plan.

**Discussion Item: AOC Dues**

Mr. Stone asked the Board if they had an interest in being part of any of the voluntary items for which additional dues are paid. He observed that they have participated intermittently in the past depending on the interests of the Board. The additional dues will go toward lobbying efforts for those particular items. Some discussion ensued regarding the merits of each of the three funds.

**{{{Commissioner Runyon moved to approve the AOC dues, including the three voluntary funds. Commissioner Kramer seconded the motion. Chair Hege said he is fine with that decision as long as the funds are available. Commissioner Runyon amended his motion to be subject to the availability of funds. Commissioner Kramer seconded the amended motion which passed unanimously.}}}}**

**Discussion Item: Jackson Ranch**

Chair Hege said that the latest information is that the Jackson's are soliciting volunteers to help prepare for an event for which they do not have a permit. He stated he has spoken to Mr. Roberts who believes the County may be able to secure an injunction against them. He said he believes that there is a requirement for a public hearing for any outdoor mass gathering and he does not believe there is enough time to accomplish that prior to the planned event.

Commissioner Runyon said he had spoken to Senior Planner Joey Shearer who had said there is not enough time at this point to complete the application process. He pointed out that the Planning Department is not a police force and therefore has turned the matter over to the District Attorney and Sheriff's Office. Mr. Stone conferred with DA Nisley and reported that the District Attorney will have an opportunity to bring this issue to a judge next week.



**Discussion Item: Wolf Compensation Committee**

Commissioner Kramer reported that he is working with a group to set-up the Wolf Compensation Committee. There will be a meeting with the Oregon Cattlemen's Association at 6:00 p.m. on April 9<sup>th</sup> at the Imperial River Company in Maupin. He said he has slowed the process a bit to allow more time for thoughtful progression. The resulting committee will be responsible for confirming loss of livestock eligible for compensation.

**Discussion Item: Compensation Survey**

Mr. Stone reported that management is in the process of rolling out the new Compensation Policy and have had mixed feedback. He said they are working with the unions and waiting to see their reaction. He said if it doesn't pass, he believes it will be due to a resistance to change rather than dissatisfaction with pay.

Chair Hege asked about the schedule for implementation. Mr. Stone stated that May 1<sup>st</sup> is the target date for the salary component for non-represented employees. He explained that it will take 3 years for full implementation – next year they will jump steps for those who were not fully brought up to market this year and in year 3 they will begin pay for performance.

**Discussion Item: Regional Solutions**

Commissioner Runyon reported that Regional Solutions has a new Coordinator – Kate Sinner. She will be here today and Thursday; he offered to have her visit with each of the Board members if they are available. He said that he has asked State Director Annette Liebe about addressing the Pine Hollow boat ramp through Regional Solutions; she agrees that it is a good project. Commissioner Runyon would like to put together all the information and send it to her for review. He noted that for at least part of the year, Pine Hollow is the second largest community in the County.

Commissioner Kramer stated that there is an organization that has expressed interest in managing the ramps. He is working to build a file for the State Marine Board; when that is complete he will look to Regional Solutions for help.

**Discussion Item: Armory Site**

Mr. Stone announced that April 17<sup>th</sup> is the opening of the new Armory. He is meeting with a representative from the Oregon Military as well as someone from the

demolition crew for the old armory site; in the next 60 days that site will be cleared. He asked if any member of the Board has an interest in joining him in the process of determining the possible uses for the property. Chair Hege said he would be interested.

Mr. Stone stated that Angelo Planning is working to resolve zoning issues to clear the way forward to look at lot line adjustments.

### **Commission Call**

Commissioner Runyon announced that the tour for the Veterans Committee and State Representatives' staff has been rescheduled for April 11<sup>th</sup>, with 17 confirmed attendees who will tour various facilities throughout the County.

### **Consent Agenda**

Chair Hege noted some corrections to the 3.19.2014 minutes:

- Page 23 – Chris Carey should be identified with “she” rather than “he.”
- The threat to Commissioners regarding not being re-elected if they approve the WTF OMG permit application should be noted in the minutes.
- The WTF OMG Public Hearing portion of the minutes should be reviewed by Planning for accuracy.

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

Chair Hege recessed the session at 10:55 a.m. to be reconvened at 5:00 p.m. at the PUD meeting room for the continuation of the What the Festival Open Mass Gathering Application Public Hearing.

Chair Hege reconvened the session at 5:00 p.m. and immediately re-opened the What the Festival Open Mass Gathering Application Public Hearing. He explained that public testimony had been accepted up to and throughout the March 19<sup>th</sup> public hearing during which the public record was closed and they have reconvened for deliberations.

Chair Hege asked if any Board member wished to disclose any interest, financial or otherwise, that would disqualify them from deliberations regarding the application. There were none.

Chair Hege asked if anyone challenged the right of any member of the Board to act on the application. There were none.

Chair Hege asked if anyone questioned the jurisdiction of the Board to hear and act upon this application. There were none.

Chair Hege asked if any member of the Board wished to disclose any ex parte communication regarding the application. There were none.

Chair Hege called upon staff to present any additional information received since the close of the 3.19.2014 hearing. Senior Planner Joey Shearer reported that on March 26, 2014, the Planning Department had received an email from the applicant's counsel offering a voluntary agreement to a condition that would limit the hours of operation and amplified music on the main stages to midnight which addresses concerns expressed by both staff and the public. He explained that they are agreeing to this in advance; should the Board move to grant the permit, this condition should be included in the motion. He said this was summarized in a memo sent to the Board and included in their packet.

Chair Hege said that one of the reasons the hearing was continued was to allow time to confer with counsel. Commissioner Kramer stated that he has had an opportunity to do that and it appears to him that Moonshine, Inc. has met all the requirements and are set to meet future requirements which satisfied his questions.

Chair Hege asked if any member of the Board had further questions of staff. Commissioner Runyon asked for clarification regarding the new condition for amplified sound. Mr. Shearer read from the staff memo:

- 1) Amplified noise will cease at the main stages (the WTF Stage and the Effin Stage) at midnight on Friday, Saturday and Sunday.
- 2) Moonshine will work with its sound engineers to direct all stage speakers in a way that minimizes, to the extent possible, off-property noise attenuation while maintaining sound quality for festival goers.

Commissioner Runyon pointed out that these are not part of state or local statute, but are voluntary. Taking that into consideration, he asked if the Board is within their prevue to add them as a condition. Mr. Shearer responded that since they are voluntarily agreeing to these conditions in advance, it is not an issue.



Commissioner Runyon noted that this had been of particular concern to him and he very much appreciates efforts by the organizers to address the expressed concerns regarding noise.

Chair Hege asked DA Nisley if he had anything to add. DA Nisley replied that he had provided an opinion in writing and was here to answer any questions the Board might have. The Board thanked him for his input.

Chair Hege asked if there were any further comments or questions from the Board. Commissioner Runyon stated that the Board has substantially explored the state requirements and regulations and have heard from all departments regarding the areas under their jurisdiction – the organizers have met or exceeded all of those items. In addition they have gone the extra mile to address concerns regarding noise.

Commissioner Kramer agreed that the organizers are in compliance above and beyond the requirements which leaves the Board no discretion to withhold the permit.

**{{{Commissioner Kramer moved to approve the application PLAOMG-14-02-0001 for What the Festival Outdoor Mass Gathering with the amended Condition K. Noise listed in the staff report and added to the record. Commissioner Runyon seconded the motion and reaffirmed his appreciation of the organizers response to expressed concerns regarding noise and commended them on their professional attitude and approach. Chair Hege concurred with Commissioner Runyon's comments. The motion passed unanimously.}}}**

Chair Hege closed the hearing at 5:12 p.m.

Ms. White stated that the 3.19.2014 minutes have been reviewed by Planning and corrected and are ready for signature.

Chair Hege adjourned the session at 5:13 p.m.

**Summary of Actions**

**Motions Passed**

- To approve Amendment Number 1 to the ODOT Agreement No. 29535 with Wasco County.
- To approve USDA Contract FS Agreement No. 12-LE-11060600-010 M2 Cooperative Law Enforcement Annual Operating Plan and Financial Plan between the Wasco County Sheriff's Department and the USDA, Forest Service Mt. Hood Forest.
- To approve the AOC dues, including the three voluntary funds subject to the availability of funding.
- To approve the Consent Agenda with noted corrections to the minutes.
- To approve the application PLAOMG-14-02-0001 for What the Festival Outdoor Mass Gathering with the amended Condition K. Noise listed in the staff report and added to the record.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Scott Hege, Commission Chair

---

Rod Runyon, County Commissioner

---

Steve Kramer, County Commissioner

**Consent Item**  
**WTF Outdoor Mass Gathering**

- [Memo](#)
- [OMG Order](#)



---

---

**MEMORANDUM**

---

---

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** WHAT THE FESTIVAL OUTDOOR MASS GATHERING PERMIT APPLICATION  
**DATE:** 4/10/2014

---

**BACKGROUND INFORMATION**

During a public hearing concluding on April 2, 2014, the Wasco County Board of Commissioners voted unanimously to approve the application PLAOMG-14-02-0001 for What the Festival Outdoor Mass Gathering with the amended Condition K Noise. Order #14-027 documents that approval, outlining the agreed-upon conditions.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY BOARD OF	)	
COMMISSIONERS APPROVING AN OUTDOOR MASS	)	ORDER
GATHERING FOR "WHAT THE FESTIVAL," A MUSIC AND	)	#14-027
ART FESTIVAL, JUNE 19-23, 2014	)	
FILE PLAOMG-14-02-0001	)	

NOW ON THIS DAY, the above 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 on March 6, 2014, a complete application was received from Moonshine Events, LLC on behalf of "What the Festival" for an outdoor mass gathering as defined by ORS 433.735. The subject property is located at 78889 Dufur Valley Road, in Dufur, OR; further described as 2S 12E 0 1400 (Assessor Account 9603). The dates of the proposed outdoor mass gathering, a music and art festival, are June 19-23, 2014, with attendees estimated at 3,000-5,000; and

IT FURTHER APPEARING TO THE BOARD: That notice of the complete application was sent to the Wasco County Sheriff, North Central Public Health District, Wasco County Public Works, Oregon State Fire Marshal, and Oregon Department of Forestry. Each agency receiving notice of the application was invited to submit written comments on the application; and

IT FURTHER APPEARING TO THE BOARD: That at 2:00pm on Wednesday, March 19,

2014, the Wasco County Board of Commissioners met to conduct a public hearing on the compliance of the outdoor mass gathering application with the applicable statute and administrative rules. Notice of the hearing was published on March 9, 2014 in *The Dalles Chronicle*, and was mailed to owners of property within 750 feet of the subject parcel. The public hearing was opened, the staff report was presented, and testimony was received. The Board unanimously voted 3-0 to continue the hearing to 5:00pm on April 2, 2014.

On April 2, 2014, The Board re-opened the hearing, considered the matter, and based upon evidence and testimony presented at the hearings, unanimously voted 3-0 to approve the application for the outdoor mass gathering.

### **FINDINGS OF FACT**

1. Upon examination of the permit application and information in the record, The Board finds the outdoor mass gathering creates a potential for injury to persons or property, and therefore requires an insurance policy of not less than \$1,000,000 described below in Condition #2.
2. In making its decision, The Board recognizes the procedural and legal requirements of Oregon Revised Statute, Oregon Administrative Rule, and the Wasco County Land Use and Development Ordinance, and weighed fully Applicant's demonstrated compliance, or ability to comply, with the health and safety rules governing outdoor mass gatherings.
3. Any decision of a county governing body on an application for a permit to hold an outdoor mass gathering may be appealed to a circuit court for the county as provided in ORS 34.020 to 34.100.
4. The Board adopts findings and conditions contained in the Summary of Information and Staff Report published on March 12, 2014 and the additional condition addressed in the supplemental Memorandum dated March 28, 2014.

### **CONDITIONS**

- A. Applicant and property owners shall comply with the application as submitted and reviewed in the staff report, which is available at the Wasco County Planning Department. This report details the restrictions on aspects of the proposed development including but not limited to location, dimensions and use. This decision does not constitute tacit approval for any other development or use.



- B. Attendance:** Maximum attendees for What the Festival 2014 shall be 5,000, including staff and volunteers necessary to operate the event safely and effectively, as described in the Staff Report.
- C. Insurance:** Applicant shall provide a Commercial General Liability insurance policy of not less than \$1,000,000, specific to What the Festival, and naming Wasco County, its officers, agents volunteers and employees as an additional insured. Applicant shall furnish Wasco County Planning with a Certificate of Insurance including a copy of the Additional Insured Endorsements that is attached to, and part of, the insurance policy by June 1, 2014.
- D. Water Supply System Construction, Maintenance, and Design:** The temporary water system shall be inspected by Wasco County or partner agencies prior to the event for compliance with *OAR 333-039-0015(3)(a) through (3)(l)*.
- E. Greywater:** Greywater tanks shall be located not more than 50 feet from the food vendors and labeled with a sign stating "Waste Water Disposal". The seepage pit shall be constructed and ready for inspection by June 1, 2014 and shall be at least three feet deep covering an area not less than 32 square feet. The pit shall be backfilled with clean, coarse rock and be protected by a one-fourth inch screen which shall be removed, with any waste being appropriately disposed, and cleaned every 24 hours during the event.
- F. Food and Sanitary Food Service:** All food vendors shall comply with the applicable food and sanitary food service requirements listed in *OAR 333-039-0035* (Summary of Information - Attachment E), and make themselves available for inspection during the event. Furthermore, only vendors with valid licenses, as provided by the Oregon Health Authority, shall be contracted to prepare and provide food for the event.
- G. Oregon Liquor Control Commission (OLCC):** If the submitted Temporary Sales License (TSL) is approved by the OLCC, Applicant shall submit a copy to Wasco County Planning.
- H. Emergency Medical Facilities:**
- 1) One licensed physician and one licensed nurse shall be present during the operating hours of the event.
  - 2) The medical tent shall contain the facilities listed in *333-039-0040(2)-(7)*, and be inspected by Wasco County or partner agencies.
- I. Fire Protection:** Applicant shall comply with the Wildland Fire Prevention Plan detailed in the Oregon Department of Forestry letter (Summary of Information – Attachment F).
- J. Traffic:** Each vehicle parking space shall have a minimum width of 10' and minimum length of 20' and parking shall be clearly marked. Furthermore, parking shall be arranged to provide clear access to exits at all times.
- K. Noise:**

- 1) Amplified noise will cease at the main stages (the WTF Stage and the Effin Stage) at midnight on Friday, Saturday and Sunday.
- 2) Moonshine will work with its sound engineers to direct all stage speakers in a way that minimizes, to the extent possible, off-property noise attenuation while maintaining sound quality for festival goers.

### **CONCLUSIONS OF LAW**

1. This request is for an outdoor mass gathering entitled "What the Festival," a music and art festival, June 19-23, 2014.
2. With findings of fact in the Summary of Information and Staff Report published on March 12, 2014 and the additional condition addressed in the Memorandum dated March 28, 2014, The Board's decision is consistent with Oregon Revised Statute, Oregon Administrative Rules, and the Wasco County Land Use and Development Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the Wasco County Board of Commissioners approves the request for an outdoor mass gathering, subject to the conditions listed herein.

SIGNED THIS 16<sup>th</sup> DAY OF APRIL, 2014.

APPROVED AS TO FORM:

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Eric J. Nisley  
Wasco County District Attorney

---

Scott C. Hege, Commission Chair

---

Rod L. Runyon, County Commissioner

---

Steve D. Kramer, County Commissioner

**Agenda Item**  
**VSO Quarterly Report**

- [CVSO Activity Report](#)



## CVSO Activity Report March 2014

Month	Retroactive Payments	Monthly Payments	Decisions Received	Decisions with Award	Issues Awarded	Issues Denied	Claims Filed	Informal	Readjudications and Appeals Filed	Healthcare Applications	Contacts	Volunteer Hours
July 2013	\$87,586.00	\$5,502.00	11	8			6	3	2	18	315	299
August 2013	\$9,446.00	\$3,392.00	9	5			8	14	1	22	456	251
September 2013	\$88,431.00	\$6,400.00	20	13			10	10	0	22	348	220
October 2013	\$66,098.00	\$8,681.00	19	7			14	2	1	38	434	278
November 2013	\$135,147.00	\$8,882.00	15	10			7	12	2	19	303	233
December 2013	\$41,820.00	\$3,735.34	5	4			5	5	2	20	264	250
January 2014	\$17,204.94	\$2,910.26	13	7	9	22	4	19	0	19	519	281
February 2014	\$26,659.55	\$3,794.30	17	7	9	13	7	11	3	14	237	261
March 2014	\$35,874.75	\$5,538.27	12	9	11	11	15	18	5	18	587	282
April 2014												
May 2014												
June 2014												
2014	\$508,267.24	\$48,835.17	121	70	29	46	76	94	16	190	3,463	2,355
Cumulative Monthly Payments	\$254,749.01											
Total Cumulative + Retroactive	\$763,016.25											

### March 2014

27.95 Contacts per working day (Includes in-person, telephone, email and regular mail)  
 0.71 Formal Claims per working day  
 1.57 Formal + Informal claims per working day

75.00% Claim award rate  
 50.00% Issue award rate

6.48 Average Age (months) of claims awarded (Retro divided by monthly)  
 8.54 Portland VARO average completion time March 2014 from VA Monday Morning Report March 31, 2014

### Fiscal Year to Date 2014

18.32 Contacts per working day (Includes In-person, telephone, email and regular mail)  
 0.40 Formal Claims per working day  
 0.90 Formal + Informal claims per working day

57.85% Claim award rate  
 38.67% Issue award rate

10.41 Average Age (months) of claims awarded (Retro divided by monthly)  
 9.93 Portland VARO average completion (based on 30 day month) from VA Monday Morning Report March 31, 2014

### Misc.

2 Gift Cards Remaining  
 1 Work Study student (4 applicants for Spring Term)

**Agenda Item**  
**Preservation Proclamation**

- [Letter of Support from Original Courthouse  
Preservation Corporation](#)
- [Letter of Support from City of The Dalles](#)
- [Proclamation for National Historic Preservation  
Month 2014](#)



1859

## Original Wasco County Courthouse

*Oldest Courthouse west of the Rocky Mountains*

410 West 2<sup>nd</sup> Place  
PO Box 839  
The Dalles, Oregon 97058  
541-296-4798

[historicthedalles.org/  
wcoc/original\\_wasco\\_co\\_courthouse.htm](http://historicthedalles.org/wcoc/original_wasco_co_courthouse.htm)

March 31, 2014

Board of County Commissioners  
Wasco County  
511 Washington Street  
The Dalles, Oregon 97058

Re: Proclamation – National Historic Preservation Month

Dear Commissioners;

The Original Courthouse Preservation Corporation, Inc., doing business as the Original Wasco County Courthouse, is dedicated to the preservation of not only the 1859 Courthouse but the preservation of history in all forms in Wasco County and The Dalles. If it were not for historic preservation efforts on numerous fronts the Original Courthouse would have been lost as a valuable reminder of The Dalles as a frontier town, and Wasco County in its immensity.

The Original Courthouse Preservation Corporation Board of Directors unanimously endorses the request to have Wasco County recognize the month of May as National Historic Preservation Month. The Board supports, encourages, and advocates for recognition of historic preservation in our community.

Thank you for your consideration and support.

Sincerely,

Sandy Bisset  
President, Board of Directors  
Original Courthouse Preservation Corporation, Inc.





## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481 ext. 1125  
FAX: (541) 298-5490  
PLANNING DEPARTMENT

March 28, 2014

Wasco County Commissioners  
Wasco County Courthouse  
511 Washington  
The Dalles, OR 97058

Re: Proclamation – National Preservation Month

Dear Commissioners;

The City of The Dalles Historic Landmarks Commission was established by the City of The Dalles to protect historic and cultural resources; to enhance the areas attractiveness to visitors and residents and stimulate business, industry, and tourism; and to educate the citizens and visitors concerning the area heritage.

The Historic Landmarks Commission unanimously endorses the request to have Wasco County recognize the month of May as the National Historic Month. The Commission supports, encourages and advocates any recognition to historic preservation awareness in our community and surrounding areas.

Thank you for your consideration and support.

Sincerely,

Dawn Marie Hert, Senior Planner  
& Historic Landmarks Coordinator/Secretary  
Planning Department



## PROCLAMATION FOR NATIONAL HISTORIC PRESERVATION MONTH 2014

### PROCLAMATION

WHEREAS, *"New Age of Preservation: Embark, Inspire, Engage,"* is the theme for National Historic Preservation Month, May 2014; and

WHEREAS, Wasco County has a number of Historic Buildings worth seeing, saving and celebrating; and

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is inherently economically, environmentally, and socially sustainable, fostering a culture of reuse and maximizing the life cycle of all resources through conservation; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, many Wasco County residents, groups and organizations work hard to preserve Wasco County's past for future generations; and

WHEREAS, the City of The Dalles Historic Landmarks Commission is supportive of National Historic Preservation Month; and

WHEREAS, the City of The Dalles Historic Landmarks Commission is supportive of National Historic Preservation Month.

NOW, THEREFORE, the Wasco County Board of Commissioners does proclaim May 2014 as:

**"NATIONAL HISTORIC PRESERVATION MONTH"**

and call upon the people of Wasco County to join their fellow citizens across the United States in recognizing and participating in this special month through the activities that are happening and participating in this special month through the activities that are happening in our community during the month of May.

APPROVED AND DATED THIS 16<sup>TH</sup> DAY OF APRIL, 2014

WASCO COUNTY BOARD OF COMMISSIONERS

---

Scott C. Hege  
Commission Chair

---

Rod L. Runyon  
County Commissioner

---

Steve D. Kramer,  
County Commissioner

**Agenda Item**  
**Blackburn Fire Rehabilitation Grant**

- [Letter of Support](#)





# WASCO COUNTY

## *Board of County Commissioners*

511 Washington Street, Suite 302

The Dalles, Oregon 97058-2237

(541) 506-2520

Fax: (541) 506-2521

Scott Hege, *Chair of the Board*

Rod Runyon, *County Commissioner*

Steve Kramer, *County Commissioner*

April 16, 2014

Oregon Watershed Enhancement Board

775 Summer Street NE Suite 360

Salem, OR 97301

Subject: OWEB Grant Application – Blackburn Fire Rehabilitation

Dear OWEB,

Wasco County supports the subject project proposal for restoration assistance to replant and seed areas of The Dalles City Municipal Watershed that were severely burned during the August, 2013 Government Fire Complex fire. Significant damage to the vegetation left hundreds of acres with exposed bare soil. This added with the steep topography has significantly increased the chances for soil erosion and poor water quality. These factors will negatively impact Mid-Columbia River Steelhead that reside in both the South Fork of Mill Creek and Mill Creek. The city's water treatment plant has already documented negative water quality impacts from the fire that will continue for years without active restoration efforts.

Sincerely,

WASCO COUNTY

BOARD OF COMMISSIONERS

---

Scott C. Hege, Chair

---

Rod L. Runyon, County Commissioner

---

Steve D. Kramer, County Commissioner

**Agenda Item**  
**Marijuana Dispensary Ordinance**

- [AOC Introduction](#)
- [Memo](#)
- [Ordinance #14-001](#)

## **Medical Marijuana Facility Moratorium Ordinance**

### **Introduction**

In March, 2014, the Oregon Legislature passed Senate Bill 1531, which purports to restrict local government regulation of medical marijuana facilities to only time place and manner restrictions,<sup>1</sup> unless a city or county (local jurisdiction) enacts<sup>2</sup> an ordinance declaring a moratorium and notifies the Oregon Health Authority of such moratorium by May 1, 2014. SB 1531 limits the moratorium to May 1, 2015, after which it is replaced by the time, place, and manner restrictions.

To aid local jurisdictions in implementing local decisions, the League of Oregon Cities (LOC) and the Association of Oregon Counties (AOC) have prepared this model moratorium ordinance.

The model is not a substitute for legal advice. Any local jurisdiction considering a moratorium should consult with legal counsel to obtain advice regarding the advantages, disadvantages, limitations, and applicability of such an ordinance to local circumstances. This sample is intended to be a starting, not an ending point, for any jurisdiction considering a moratorium on medical marijuana facilities. The law in this area is complex, and jurisdictions might face unintended consequences by simply adopting the following model without adequate legal counsel.

This model is predicated on the understanding that the moratorium represents an exercise of the jurisdiction's home rule authority and police powers to prohibit certain activities within the territorial limits of the city or county.<sup>3</sup> Pursuant to SB 1531, the moratorium has the additional effect of removing the immunity provisions of the Oregon Medical Marijuana Act for anyone operating a medical marijuana facility in an area of a moratorium, notwithstanding that they may be a medical marijuana card holder or previously registered with the Oregon Health Authority under ORS 475.314.

Jurisdictions that adopted a moratorium type ordinance prior to the effective date of SB 1531 are advised to consult with legal counsel to determine the adequacy of the prior enactment and its relationship to SB 1531.

Finally, it is important to note the jurisdictions that adopt a moratorium must notify the Oregon Health Authority. The Oregon Health Authority is currently developing a process by which local jurisdictions may provide such notice. LOC and AOC are monitoring that issue and will provide additional guidance when known.



---

---

**MEMORANDUM**

---

---

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** MEDICAL MARIJUANA FACILITIES MORATORIUM ORDINANCE  
**DATE:** 4/11/2014

---

PROCESS INFORMATION

Under ordinary circumstances an ordinance passed by the Board of County Commissioners requires a majority vote following readings at two sessions a minimum of 13 days apart and does not take effect until 90 days after passage. An emergency ordinance, which can be passed at the same session as its first reading, takes effect immediately upon passage and requires a unanimous vote of the Board.

I have found nothing in statute or in response to my inquiries that precludes the possibility of passing the emergency ordinance after readings at two sessions a minimum of 13 days apart. The emergency language what is necessary for immediate effect.

Lastly, I have spoken to an OHA representative who explained that a copy of our Ordinance must be received by OHA prior to May 1<sup>st</sup>. If the Board chooses to consider the passage of this ordinance over two sessions, the second session can be no sooner than April 29<sup>th</sup> which leaves just one day before the deadline. I have been advised that the Ordinance can be sent via email.

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

IN THE MATTER OF AN ORDINANCE        )  
DECLARING A MORATORIUM ON            ) ORDINANCE  
MEDICAL MARIJUANA FACILITIES         ) #14-001  
IN WASCO COUNTY, AND DECLARING       )  
AN EMERGENCY                               )

WHEREAS, the Oregon Legislature enacted House Bill 3460 (2013) which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities; and

WHEREAS, House Bill 3460 (2013) directed that persons who operate or are employed by a registered medical marijuana facility would enjoy immunity from state prosecution; and

WHEREAS, the issue of whether a local government believes a certain type of business should operate within its jurisdictional limits is a local government decision, the enforcement of which is subject to the general and police powers of that jurisdiction; and

WHEREAS, the Oregon Legislature enacted Senate Bill 1531<sup>1</sup> (2014) which removes immunity from state prosecution for a person who is responsible for or employed by a registered medical marijuana facility located in an area subject to the jurisdiction of a city or county that enacts a moratorium prohibiting the operation of a medical marijuana facility; and

WHEREAS, the Board of Commissioners of Wasco County believes it is in the best interests of the health, safety and welfare of the citizens of Wasco County to enact<sup>2</sup> such a moratorium prohibiting the operation of medical marijuana facilities within the jurisdictional boundaries of Wasco County; and

NOW THEREFORE, BASED ON THE FOREGOING, WASCO  
COUNTY ORDAINS AS FOLLOWS:

MORATORIUM DECLARED<sup>3</sup>. Wasco County hereby prohibits the operation of any medical marijuana facility in any area subject to the jurisdiction of Wasco County. As used in this section, “medical marijuana facility” includes any facility that dispenses marijuana pursuant to ORS 475.314 or any other provision of Oregon law.

DURATION OF MORATORIUM. The moratorium imposed by this ordinance shall be effective until May 1, 2015, unless rescinded sooner.<sup>4]</sup>

ENFORCEMENT. The Wasco County Sheriff is charged with enforcement of the moratorium.

REMEDIES NOT EXCLUSIVE. The remedies available under Senate Bill 1531 (2014) for a violation of the moratorium imposed by this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law. It is within the discretion of Wasco County to seek cumulative remedies for a violation of the moratorium imposed by this ordinance.

SEVERABILITY. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

EMERGENCY. This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this Ordinance takes effect on its passage.<sup>5</sup>

<sup>1</sup> SB 1531 is predicated on the assumption that the preemption in SB 863 (adopted in the 2013 Special Session and codified at ORS 633.738) includes medical marijuana. SB 863, known as the so called “Genetic Modified Organism (GMO) Bill,” preempts local regulations of certain agricultural products. Specifically, SB 1531 states that, notwithstanding the preemption in SB 863, local governments may impose reasonable time, place, and manner regulations on medical marijuana. Likewise, SB 1531 assumes that HB 3460 (the so called “dispensary bill” codified at ORS 475.314) may preempt local authority to regulate medical marijuana facilities. However, it is debatable whether SB 863 or HB 3460 indeed preempt local control of medical marijuana, and if so, whether that preemption is, in turn, preempted by federal law under the analysis set out by the Oregon Supreme Court in *Emerald Steel Fabricators, Inc. v. Bureau of Labor and Industries*, 348 Or. 159, 230 P.3d 518 (2010). Consequently, local jurisdictions are encouraged to consult with their legal counsel to obtain an opinion on the relationship of SB 863 and HB 3460 to SB 1531 and federal law, to determine whether the jurisdiction is limited to only “reasonable time, place, and manner” restrictions, either without or after a moratorium.

<sup>2</sup> SB 1531 expressly uses the term “enact.” The Oregon Court of Appeals has held that the term “enact” refers to the date upon which the governing body took the final action required under its rules, and not necessarily its effective date. *American Energy v. City of Sisters*, 250 Or App 243, 280 P3d 985, rev den 352 Or 377, 290 P3d 813 (2012). In order to make the May 1, 2014, deadline, cities that desire to impose a moratorium should examine their rules and determine whether they are able to suspend certain rules to expedite the adoption of the ordinance.



<sup>3</sup> As an exercise of the jurisdiction's police powers, this model is separate and distinct from a land use moratorium that operates to suspend a local jurisdiction's land use actions for a period of time. Consequently, as drafted, this model prohibits the operation of a medical marijuana facility, but does not suspend the application of business license or land use ordinances, which could already restrict the issuance of a license or permit if the proposed business or land use activity is unlawful under local, state, or federal law. Nonetheless, local jurisdictions should consult with their legal counsel on the applicability of ORS 197.610 to their situation.

<sup>4</sup> Local jurisdictions will want to carefully consider whether to put a sunset provision in the ordinance. It may be that the Legislature in 2015 extends or removes the sunset imposed by SB 1531. In addition, jurisdictions that take the position that neither SB 863 (2013) nor HB 3460 (2013) preempts local regulation of medical marijuana facilities, or that take the position that any such state preemption of local authority is itself preempted by federal law under the overridden by federal law under the analysis set out by the Oregon Supreme Court in *Emerald Steel Fabricators*, 348 Or. 159, and that desire to maintain a moratorium beyond May 1, 2015 should not include this sunset provision in the ordinance.

<sup>5</sup> Although SB 1531 requires a governing body desiring to impose a moratorium to enact the ordinance by May 1, 2014, this ordinance includes an emergency clause to make the ordinance effective upon adoption.

PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF APRIL, 2014.

ATTEST:

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Kathy White  
Executive Assistant  
Wasco County Board of Commissioners

---

Scott C. Hege, Chair

---

Rod L. Runyon, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

---

Steve D. Kramer, County Commissioner

**Agenda Item**  
**Board of Health**

- [Introductory Email](#)
- [HWR Funding Transfer Request](#)



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

---

## Requests for the Board of Commissioners

---

**Teri Thalhofer** <terit@co.wasco.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>

Thu, Apr 10, 2014 at 4:42 PM

Kathy--I have attached a letter on behalf of the Board of Health asking Wasco County to transfer the funds collected for the Tri-county Hazardous waste program to NCPHD so we can continue to operate the program.

Additionally--the Board of Health directed me to ask Wasco County for contingency funding to complete the fiscal year. At the budget hearing last year, our request for increased funding was denied with the instruction that we should return for contingency funding if necessary.

Could you please let me know when these two items might be on the Board of Commissioners agenda?

Thanks so much! Teri

—

Teri L. Thalhofer, RN, BSN  
Director  
North Central Public Health District



**HWR funding transfer request--04102014.doc**

2058K



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

**NORTH CENTRAL PUBLIC HEALTH DISTRICT**

***"Caring For Our Communities"***

419 East Seventh Street, The Dalles, OR 97058

Telephone: 541-506-2600 Fax: 541-506-2601

Website: [www.wshd.org](http://www.wshd.org)

April 9, 2014

Commissioner Steve Kramer  
Commissioner Rod Runyon  
Commissioner Scott Hege

Dear Wasco County Board of Commissioners,

At the April 8, 2014 North Central Public Health District Board of Health meeting, the Board agreed, by consensus to request that Wasco County transfer funds collected for the Tri-County Hazardous Waste and Recycling Program to North Central Public Health District.

The Board acknowledges that the future lead agency for this program is at this time is undetermined, however, NCPHD continues to operate the program without interruption. To continue this service to the partner agencies and communities, we are requesting the funding for operations.

Thank you for your consideration of this manner.

Teri Thalhofer, RN, BSN  
Director  
North Central Public Health District



4/16/2013

For the 2014 budget, North Central Public Health District requested from each of the three participating Counties, a 4% increase in cash support. Several factors supported this request.

First of all, while NCPHD reduced overall personal services and materials and services, the 4% increase represents overall cost increases in those programs most heavily supported with County funds. Second, revenue is decreasing due to a variety of issues including loss of funding due to flat and decreasing federal/state funding and decreasing visits due to health care reform.

The requested amounts of the increase were:

Gilliam	\$ 85,637
Sherman	\$ 84,368
Wasco	\$326,575

NCPHD presented the requests to each of the three counties. Gilliam and Sherman counties approved and adopted the proposed amounts. Wasco County chose not to approve the increase, but to keep their cash support at the 2013 budget amount of \$314,014. The recommendation from the Wasco County Budget Committee was for NCPHD to come back and ask for contingency funds if needed.

In the table below, the difference between the estimated year end revenue and expenditures is \$-33,978. The difference between the Wasco County request and actual is \$12,561. The amount for one month of NCPHD expenditures is a year to date average.

NCPHD requests the contingency amount of \$12,561.

201

2014 Beg Bal		277,461	
Est YE REV	1,865,210		
Est YE EXP	1,899,188		-33,978
Wasco 2014 budget request	326,575		
Wasco actual	314,014		
			12,561
1 mo expenses		155,218	

4-16-2014

At this time the HWR Steering Committee and NCPHD Board of Health continue to work to resolve the issue around the lead agency role. During this period of administrative uncertainty, program work has continued. To continue to serve the community, NCPHD who is the employer of the staff working in the program, requires funding to sustain activities as directed by the Steering Committee. The Board of Health at their April meeting moved to request that surcharge collected in the interim is transferred to NCPHD for continued operations. It is not clear when program transition will be resolved. At their last meeting, the HWR Steering Committee approved the 2015 budget as presented by NCPHD within the NCPHD budget.

Jan - Mar 2014 REV		26,597	
Jan - Mar 2014 EXP	-93,064		
adj for transfer	160,000		
		66,936	
Deficit			-40,339