

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, OCTOBER 15, 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) [IGA 143684 Amendment 3, Transition Facilitator](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 10.1.2014 Regular Session Minutes](#)

9:30 a.m. [Surplus Vehicles](#) – Lane Magill

9:40 a.m. [Fort Dalles Museum Report](#) – Eric Gleason/Paula Kuttner

10:00 a.m. [Home at Last Request](#) – Diana Bailey

10:45 a.m. [Executive Session](#) – In accordance with ORS 192.660(2)(d) – Labor Negotiator Consultations

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

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
10/15/2014

PRESENT: Scott Hege, Commission Chair
Rod Runyon, County Commissioner
Steve Kramer, County Commissioner
STAFF: Tyler Stone, Administrative Officer
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. The following addition was made to the Discussion List:

- Road Surveyor Position

Discussion List – Road Surveyor Position

Mr. Stone said that Wasco County Road Surveyor Lyle Stevens is retiring; as that date approaches, there has been consideration of the possibility of combining the positions of County Surveyor and Road Surveyor. He stated that there is potential for that although not everyone is convinced it is the right solution. One scenario is to replace the Road Surveyor position and work that into doing some of the County Surveyor duties to narrow the County Surveyor position. He added that in order to make it more efficient and get down to one position, the Road Department would need to purchase \$25,000-\$30,000 worth of equipment which would allow a 2-person job to be a 1-person job. He advised that if the intention is to keep both surveyor positions, the equipment does not make sense; however, if the intention is

to downsize, then the purchase is justified.

Some discussion ensued regarding the current work relationship between the two positions. Public Works Director Marty Matherly stated that they do go out alone but get help as needed. Project Manager Arthur Smith explained that the current EDM is a viable piece of equipment for a multi-person crew. The robotics in the proposed equipment is not new technology, but it allows the work to be done by one person. He said that the top applicant for the Road Surveyor position is proficient with the robotic equipment.

Mr. Stone said that this information provides background for the request being made today. He stated that Mr. Matherly has the authority to hire at Step 2. Mr. Matherly is asking to hire the new Road Surveyor at Step 6 which is one step below the top step. Mr. Stone said with the candidate's experience, that range is justifiable. Mr. Matherly added that the individual is skilled – right along with the level of the current Road Surveyor who is above scale. Mr. Smith stated that he will be a great person to work with and is turn-key.

Finance Director Monica Morris said that she has been talking about this with Mr. Matherly throughout the process; the steps in the salary structure allow for the consideration of experience, education and skillset. The candidate, Brad Cross, has demonstrated that he has those. She added that if he came from another area, she would not support the increase step as he would have to learn the area but he is already familiar with Wasco County. She cautioned that he must understand that he is close to maxed out at Step 6.

Chair Hege asked if there is any impact to the budget. Ms. Morris said that Mr. Matherly has the funding for this. Mr. Matherly added that Mr. Cross is ready to start work on Monday, October 20th.

Commissioner Kramer asked that in the future when a complicated issue is being discussed that he receives information earlier in the process so he can be more informed and have time to explore the issue.

Chair Hege asked what the normal procedure is. Ms. Morris replied that the policy states that any hire above Step 2 goes to the Administrative Officer who can decide

on his own or choose to bring it to the Commission.

Mr. Matherly noted that Shop Supervisor Dan Sanders will be leaving November 1st and he will also be asking to hire above Step 2. Mr. Stone interjected that he only got that material yesterday and would like to table that discussion until he has had more time to gather information.

Chair Hege asked for Mr. Stone's recommendation regarding the Road Surveyor. Mr. Stone stated that he would move forward, but wanted to make sure the Board is informed. Mr. Matherly agreed saying that once Mr. Cross is settled in, they can get his input for the possible equipment purchase. Mr. Smith said that while they acknowledge the plan, it is hard to assess the combining of the positions when both are filled.

Chair Hege asked if they believe Mr. Cross is capable of doing additional functions. Mr. Matherly replied that Mr. Cross is very skilled. Chair Hege observed that one person cannot do the work of two, so there would be service reductions as a result of combining the positions; however, we must face the budget challenges. He added that the market survey will increase wages over time.

Commissioner Runyon asked if the robotic equipment will come up for consideration in the next budget cycle. Mr. Matherly replied that they will continue to research it and may bring it to the next budget session.

*****The Board was in consensus to authorize the hiring Mr. Cross as the Road Surveyor at Step 6.*****

Discussion List – IGA 143684 Amendment 3

District Attorney Eric Nisley explained that this is an amendment to the Title IV funding expanding the not-to-exceed amount. He explained that when he first got this, he did not realize it was a new agreement. He stated that Senior Deputy District Attorney Wolf spends hours documenting her time in order to receive this funding.

Ms. Morris added that this is just greater revenue. the expense is already budgeted; this compensates for some of her wages.

{{{Commissioner Kramer moved to approve the State of Oregon Intergovernmental Agreement 143684 Amendment 3. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Surplus Vehicles

Chief Deputy Lane Magill referred to his memo included in the Board Packet. He said that they already have “homes” for a couple of the vehicles but they have to be surplussed before any action can be taken. Ms. Morris asked if any of them are being given away. Chief Deputy Magill replied that they will all be sold.

{{{Commissioner Runyon moved to approve Order # 14-081 surplussing County vehicles. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – Transition Facilitator

Mr. Stone explained that he is bringing this issue to the Board for input; no decision will be needed. He said that as staff is working on transitioning AFSCME employees to non-represented employees. He stated that a group composed of both former AFSCME members and non-represented employees has been formed. Mr. Stone stressed the importance of getting this right to prevent another union from coming into the County. He said there have been some informal meetings to form the group but he cautioned that talking about people’s benefits and wages is personal and discussions around that can be emotionally charged. He said he would like to bring in a facilitator to lead the group. He said that it is an expensive process but compared to the legal fees spent working with unions, it is a good investment. He said he is asking the Board if that is something they would support.

Commissioner Kramer asked what the cost would be for the facilitator. Mr. Stone said that the facilitator he has talked to charges \$225 per hour. He noted that the union attorney is \$325 per hour.

Commissioner Runyon asked how much of Mr. Stone’s time this will take. Mr. Stone responded that due to the importance of the process he will have to initially be involved. He added that it is his intention that this group and the Employee Benefits Advisory Committee be employee-led groups. Commissioner Runyon stated that he would not want to see the Administrator placed in a bad position between the two

groups; it would be advantageous to have a facilitator.

Agenda Item - Fort Dalles Museum Report

Eric Gleason, President of the Wasco County/City of The Dalles Museum Commission, and Museum Director Paula Kuttner came forward to present the Museum's Annual report. Mr. Gleason said that the Museum Commission is pleased to have the museum become more integrated with the County. He noted recent changes to the Museum Commission with long time member Sam Woolsey retiring from the Commission and the passing of another long-time member, Robert Carson – both of whom reminded us all that history is important to the future. New members, Delia Thompson and Trish Neal have brought new energy and new ideas. He added that they are currently without a treasurer (a city appointed position) and have lost a couple of docents, but they are managing. Mr. Gleason went on to review the report included in the Board Packet.

Ms. Kuttner provided a spreadsheet listing the Museum revenues for fiscal year 2013-2014 and 2014-2015 (attached). She explained that the handwritten notes are the first three months of the 2013-2014 fiscal year to provide a comparison with the first three months of the current fiscal year; the highlighted items indicate cruise ship admissions to demonstrate the impact of the tours. The cruise ships did not begin running until September of last year; they ran the entire season this year.

Ms. Kuttner stated that one of the challenges of the cruise ships is that they allow the passengers to determine the in-town tour destinations. This means that the museum must staff for each cruise ship coming through but will only randomly be selected as an in-town destination. She stated that they had four of these last-minute cancellations this season. In response to this challenge, Museum staff is planning to develop more specialized volunteer training.

Chair Hege noted that the Museum is closed in December and January. Ms. Kuttner said that they occasionally open for pre-arranged tours during those months. In the last two years, they have used those months to work on special projects at the Museum.

Ms. Kuttner said they are trying to track from where Museum visitors are coming; not everyone signs the guest book, so the numbers are just a sampling. She hopes to

have that data included in next year's report.

Mr. Stone commended the Museum Commission and staff for the work they have done to integrate more fully with the County and address some challenging procedural issues.

Chair Hege noted that the Fort Dalles Museum is the oldest operating Museum in Oregon. He suggested that the annual report be made available on the Museum website.

Agenda Item – Home at Last Request (HAL)

Chair Hege explained that the County has had a long relationship with Home at Last and the two entities continue to work together. Currently, the work centers on the shelter facility. He stated that the County is interested in HAL's continued success and will continue to work with them. He reminded everyone that a group had been formed to explore options and the HAL letter in the Board Packet is a response to the recommendation of the exploratory group. The group wanted to go forward with a 20 year lease and the HAL Board is looking for something else.

Diana Bailey, President of Home at Last, said that she and another HAL board member had met with Commissioner Kramer and Mr. Stone. The group decided to remove the deed from the discussion and look at the long-term lease and determine what would be best for both entities. The changes to the lease recommended by the group were to set the term of the lease at 20 years and extend the termination clause from 90 days to 6 months. Those recommendations were rejected by the HAL Board whose goal is to obtain the deed and replace the current facility.

Chair Hege asked for comments from the audience.

Bridget Bailey asked if the inventory of county properties, discussed at a previous meeting, had been pursued. Chair Hege replied that they had looked at the County-owned properties; with the exception of the 10th Street property, there really isn't anything large enough in or close to The Dalles. Diana Bailey added that there are also zoning issues to be considered.

Bob Francis, HAL Board member, asked why ownership had been taken off the

table when the group began to explore options. Mr. Stone said that he had stated that he was not in support of the deed transfer and wanted to find a way to craft a long-term lease that would work. Commissioner Kramer interjected that the constituents he has heard from do not want the County to give away the land which is why he wanted it off the table. He said that in looking at Mr. Hutchinson's report, only one question was asked of grantors which did not paint a complete picture.

Ken Polchn stated that he supports HAL but is also a tax payer and believes the County should retain ownership of the property and provide HAL with a long-term lease.

DA Nisley pointed out that this is an emotional issue. He reminded the group that it used to be a kill-shelter. There are advantages to the community to have a no-kill shelter – the volunteers do the work because they believe in it; you cannot buy that kind of passion. He cautioned that how the Board proceeds can have a long-term impact on the community; having HAL run the shelter has been good for the County.

Chair Hege asked Diana Bailey if any dogs are euthanized at HAL. Ms. Bailey responded that they are; HAL is a high-save shelter. She explained that they do a behavioral and health assessment to determine whether or not to euthanize.

Chair Hege said for him the issue of lease vs. deed is not paramount; the important consideration is HAL's success. From a County perspective, HAL provides a benefit that is important to both the County and the City of The Dalles. The cell tower located on the property provides revenue to the County and we want to reserve the right to expand that. He stated that he would not be in support of HAL using the property as collateral as he would not want the property to revert to the County encumbered. He said that the reversionary clause is important as well as the possibility of euthanasia for law enforcement.

Diana Bailey stated that HAL has the same concerns and wants to work as a team to address those concerns. She added that there is no intent to remove the law-enforcement piece.

Chair Hege asked Commissioner Kramer if he had talked to one of the funding

agencies. Commissioner Kramer replied that he had. He reported that the agency representative had been asked only one question. He said he asked if a long-term lease agreement with a private/public partnership with zero funding would be considered stable for grant funding. The agency representative had replied that her agency would consider that very stable and would definitely consider funding on that basis. He went on to say that this a vital service and he supports working together toward a solution but there are still too many questions for him to make this decision now: Does HAL have a business or building plan? Why are HAL Board meetings invitation only; where is the transparency? Has the project been listed with Agora?

Chair Hege asked Diana Bailey what would be her best-case scenario. Ms. Bailey replied that she would like for HAL to not have to exist but realistically, she wants HAL to be able to continue to serve. It is clear that the current building is no longer meeting the needs of the community. She hopes to use population growth predictions to make the new building large enough to meet current and future needs. She asked for the Board's support in achieving that goal.

Commissioner Runyon said that he was involved with HAL when it was still located on 2nd Street and has continued to be involved when he came to the Commission. He said that for a time, he and Mr. Stone attended almost every HAL meeting. He said that the cell tower is an important consideration and the City/County partnership is important as both are required to provide animal control. In addition, the agreement would have to include language prohibiting the use of the land as collateral. He said he believes it is up to HAL to manage their staff and resources. He said he has not found a compelling reason to not deed the property over to HAL. He said there are many things that will need to be addressed in an agreement and he would like to have some of Commissioner Kramer's questions answered before going forward. He said that his primary concern is that HAL continue to operate – the County does not want to take back direct management of the animal shelter.

Commissioner Kramer restated that he thinks there are still questions to be answered. If forced to choose today, he would favor a lease but is really not ready to make that decision today.

Commissioner Runyon suggested that a committee be formed to work out the details of deeding the property over with a reversionary clause. Diana Bailey stated that

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HAL's intent today is to get direction. HAL wants to work in the direction of a deed, but if the Board chooses to do a long-term lease, HAL still wants to partner. She added that there are maintenance issues in the current building which HAL will not want to fund without owning the property – the County will have to bear that cost. Mr. Stone pointed out that the County does not charge rent – the cost savings should help pay for maintenance.

Chair Hege said that the Board is entrusted with representing the tax-payer and he does not think giving the land away is something to be taken lightly. He pointed out that the service provided by HAL is of great value and both the deed and the lease can continue that service. He observed that in either case, the County will get the land back should HAL fail.

Diana Bailey pointed out that HAL has 14 years of history with a dedicated staff, board and community. She said that HAL has had its struggles but has also had great successes.

Commissioner Kramer moved to go forward with a long-term lease. The motion died with no second.

Commissioner Runyon moved to proceed with the transfer of deed and title with the next step to be to work out the details with a group composed of HAL and County representatives. Chair Hege asked for clarification – sale agreement or deed transfer? Commissioner Runyon stated that it should be determined by the group assigned. Mr. Stone said he could have an attorney draw up the documents. Chair Hege seconded the motion.

DISCUSSION

Commissioner Runyon said that he hopes the County will be invited to attend future meetings of the HAL Board. He said that he believes the citizens know that the City, County and HAL have worked well together. The Board of Commissioners will still want to hear reports.

Chair Hege asked if the HAL Board meetings are closed. Diana Bailey replied that they are but she is open to negotiating a change to that. Chair Hege commented that

the better scenario is to be open and transparent.

Mr. Polchn said that the City of the Dalles has a lot at stake and should be included in the group moving this forward. Chair Hege agreed.

The motion passed unanimously.}}

Consent Agenda – 10.1.2014 Regular Session Minutes

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

Chair Hege called for a break at 11:04 a.m.

The Session reconvened at 11:08 a.m.

Chair Hege recessed at 11:08 and moved into Executive session in accordance with ORS 192.660(2)(d) – Labor negotiator Consultations.

At 11:45 a.m. Chair Hege returned to the regular session and called for a lunch recess.

At 1:06 p.m. Chair Hege reconvened the regular session and recessed to continue the Executive session.

At 3:03 p.m. reconvened the regular session and adjourned.

Summary of Actions

Motions Passed

- To approve the State of Oregon Intergovernmental Agreement 143684 Amendment 3.
- To approve Order # 14-081 surplussing County vehicles..
- To proceed with the transfer of deed and title with the next step to be to work out the details with a group composed of HAL and County

representatives.

- To approve the Consent Agenda – 10.1.2014 Regular Session Minutes.

Consensus

- To authorize the hiring Mr. Cross as the Road Surveyor at Step 6.

WASCO COUNTY BOARD
OF COMMISSIONERS



Scott C. Hege, Commission Chair



Rod L. Runyon, County Commissioner



Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 15, 2014**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Amendment 3 Contract 143684](#) – Elizabeth Osborne
2. [Transition Facilitator](#) – Tyler Stone

Discussion Item
Contract 143684 Amendment 3

- [Memo](#)
- [Introductory Email](#)
- [Contract 143684](#)
- [Amendment 1](#)
- [Amendment 2](#)
- [Processing Form](#)
- [Amendment 3](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: CONTRACT 143684
DATE: 10/8/2014

BACKGROUND INFORMATION

I am including the original contract and one previous amendment in your packet to allow you to see the changes as a whole.

**Fwd: Increase NTE on Title IV-E Agreement ?****Eric Nisley** <erich@co.wasco.or.us>

Tue, Oct 7, 2014 at 8:57 AM

To: Monica Morris <monicam@co.wasco.or.us>, Kathy White <kathyw@co.wasco.or.us>, Tyler Stone <tylers@co.wasco.or.us>

Cc: Elizabeth Osborne <elizabethos@co.wasco.or.us>

The amendment that we sent down to Kathy is sent for the reasons in this email from Elizabeth Lair. Doesn't mean we WILL get more money but it means we could. Thanks, give a call if anyone has any questions.

I am hoping this can be done at the next meeting.

Eric

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

From: **LAIR Elizabeth** <elizabeth.lair@state.or.us>

Date: Fri, Jun 6, 2014 at 4:17 PM

Subject: Increase NTE on Title IV-E Agreement ?

To: "Leslie Wolf (lesliew@co.wasco.or.us)" <lesliew@co.wasco.or.us>, "Eric Nisley (erich@co.wasco.or.us)" <erich@co.wasco.or.us>

Cc: KUHN Sherril <sherril.kuhns@state.or.us>

Hi Leslie and Eric-

While monitoring the NTE on your Title IV-E IGA with us and it appears we may want to submit an amendment for the 5 remaining quarters on the current IGA to ensure you have enough in the contract to cover your office's expenses for legal services.

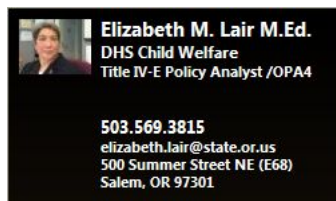
Based on your first 3 claims we may exceed the \$3,709.36 balance left on the agreement. Since your average claim is around \$1,430 I suggest we do an amendment to add an additional \$7,500.00 to the current NTE of \$8K which includes some variance of expected expenses.

Wasco	\$1,336.37	\$1,277.83	\$1,676.44						\$4,290.64	\$8,000.00	\$3,709.36
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The NTE really isn't very meaningful for an entitlement program such as Title IV-E, but since it is a requirement it will become a limiting factor should your expenses remain around the same rate. I am prepared to do that for you. Let me know if I should go ahead with an amendment. Thanks.

Regards,


Liz Lair



FILED
WASCO COUNTY

2014

2004 FEB 10 A 11:53

 **DHS** LINDA BROWN
Oregon Department of Human Services
COUNTY CLERK

Agreement Number 143684

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Agreement is among the State of Oregon, acting by and through its Department of Human Services through its

Child Welfare, CW-SS Operations Administration
500 Summer Street NE, E93
Salem, OR 97301
Agreement Administrator: Stephanie Hoskins or delegate
Telephone: (503) 945-6274
Facsimile: (503) 373-7492
E-mail address: stephanie.k.hoskins@state.or.us

("DHS"), and

Wasco County
Rod Runyou, Chairman
511 Washington Street, Suite 302
Dalles, OR 97058
Telephone: (541) 506-2520
Facsimile: (541) 506-2551
Email: RodR@co.wasco.or.us

("County"), and

Wasco County District Attorney
Eric J. Nisley
511 Washington Street, Suite 302
Dalles, OR 97058
Telephone: (541) 506-2680
Facsimile: (541) 506-2681
ericn@co.wasco.or.us

(the "District Attorney," or "DA,") acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

RECITALS

1. Pursuant to ORS Chapter 180, the Attorney General, through the Department of Justice ("DOJ"), generally advises the State and its various agencies, departments, boards, bureaus, commissions, and officers, and provides legal services to the State, without depriving the district attorneys of any of their authority; and
2. Pursuant to ORS Chapter 419B, DHS carries out the policy of the State of Oregon to protect the interests of children in Oregon who may be removed from the custody of a parent in the case of abuse, neglect, or abandonment; and
3. Pursuant to ORS 419B.875 and ORS 8.685, district attorneys may appear on behalf of the state in juvenile court in any matter within the jurisdiction of the court; and
4. To ensure consistent statewide practices related to juvenile dependency proceedings, the District Attorneys, County, DHS and DOJ began to cooperate for the expressly limited purpose of participating in court appearances and related activities in juvenile dependency proceedings that occur at any time between the filing of a dependency petition or subsequent related dependency petitions pursuant to ORS 419B.809 and the entry by a court of a dispositional order on the merits on all allegations in that petition or petitions; and
5. The District Attorney, County and DHS wish to continue to cooperate to ensure consistent statewide practice with respect to juvenile dependency proceedings as described above; and
6. The alignment of interests between District Attorneys and DHS helps ensure that the focus of juvenile dependency proceedings is on the safety, permanency and well being of Oregon's children, and that, where appropriate, reasonable or active efforts are made to preserve and reunify families; and
7. The Legislative Assembly appropriated funds to DHS for the 2013-2015 biennium to help support District Attorneys in every county in Oregon in their continued involvement in juvenile dependency proceedings occurring at any time between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a dispositional order on the merits on all allegations in that petition;
8. The Legislative Assembly intended that its appropriation of funds will increase involvement in, improve the quality of, or otherwise assist to maintain a successful and effective juvenile dependency litigation program in every county in Oregon;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained in this Intergovernmental Agreement ("Agreement") and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AGREEMENT

I. EFFECTIVE DATE AND DURATION

This Agreement when fully executed by all parties and approved as required by applicable law shall become effective **July 1, 2013** through **June 30, 2015**, unless terminated earlier in accordance with its terms. Agreement termination or expiration shall not extinguish or prejudice any party's right to enforce this Agreement with respect to any default by another party that has not been cured.

II. AGREEMENT DOCUMENTS

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

Exhibit A, Part 1:	Description of Work and General Requirements
Exhibit A, Part 2:	Payment and Financial Reporting
Exhibit A, Part 3:	Special Terms and Conditions
Exhibit B:	Standard Terms and Conditions
Exhibit C:	Insurance Requirements

Exhibits A, B and C are attached and incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement among the parties on the subject matter in it. 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: (a) This Agreement without Exhibits, (b) Exhibit C, (c) Exhibit A, (d) Exhibit B.

III. SERVICES TO BE PERFORMED

A. For purposes of this Agreement, "Work" means specific acts to be performed and requirements to be fulfilled by County and District Attorney as set forth in Exhibit A.

B. County and District Attorney shall perform the Work in accordance with the terms and conditions of this Agreement.

IV. PAYMENTS

A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is **\$14,114.00**. DHS shall not pay County any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.

- B. DHS shall pay only for performed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

V. DISTRICT ATTORNEY AND COUNTY DATA AND CERTIFICATION

- A. District Attorney and County Tax Identification. County and District Attorney shall provide County's and District Attorney's federal tax ID number(s) and the additional information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information.

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

Address 511 Washington St Rm 304, The Dalles, OR 97058

Telephone: 541 506-2680 Facsimile: 541 506-2681

Federal Tax I.D. 931002315

The above information must be provided prior to Agreement approval. DHS may report the information set forth above to the Internal Revenue Service ("IRS") under the name and taxpayer identification number provided.

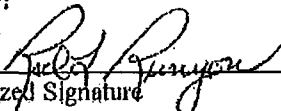
- B. Certification. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

1. The Federal Tax number shown in Section V(A) is County's and District Attorney's correct taxpayer identification and all other information provided in Section V(A) is true and accurate; and
2. County and District Attorney are not subject to backup withholding because:
 - i. County and District Attorney are exempt from backup withholding;
 - ii. County and District Attorney have not been notified by the IRS that either County or District Attorney is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.


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.

SIGNATURES:

County:

 Chair, Multisector County Commission 12/4/13
Authorized Signature Title Date

District Attorney:

 District Attorney 12-10-13
Authorized Signature Title Date

Department of Human Services:

sandy.dugan@dhsosha.state.or.us Digitally signed by sandy.dugan@dhsosha.state.or.us
DN: cn=sandy.dugan@dhsosha.state.or.us
Date: 2013.12.16 15:32:45 -08'00'
Authorized Signature Title Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Assistant Attorney General Date

Office of Contracts and Procurement:

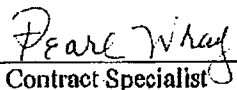
 12-30-13
Contract Specialist Date

EXHIBIT A

Part 1

Description of Work and General Requirements

County and District Attorney shall, to the extent that resources permit and in proportion to the payments made pursuant to this Agreement, augment, improve or otherwise maintain the quality of the juvenile dependency litigation program in accordance with the following procedural and operational requirements:

A. Hearings: The District Attorney shall prepare for, and an attorney shall actively participate in the following juvenile dependency events occurring in the county at any time between the filing of any dependency petition or subsequent related petitions and entry of a disposition order on the merits on all allegations in the petition(s):

- Contested shelter hearings;
- Jurisdiction hearings;
- Disposition hearings (whether held with or separately from the jurisdiction hearing);
- Formal and informal settlement and pretrial conferences; and
- Aggravated circumstances hearings.

In addition, to the extent that remaining available resources permit, the District Attorney shall ensure that an attorney prepares for and actively participates in other hearings that are contested or likely to be contested and occur at any time between the filing of any dependency petition and entry of disposition orders on the merits on all allegations in the petition(s).

B. Conduct at Hearing: The District Attorney shall:

- Present the State of Oregon's case-in-chief;
- Present evidence regarding DHS's "reasonable/active efforts" to prevent removal and to make it possible for the child to safely return home and present evidence regarding whether it is in the "best interest of the child" to be removed from home;
- Present and examine witnesses and, when appropriate, present or object to exhibits, settlements and stipulations;
- Make opening and closing statements, when appropriate, to aid the court in understanding the issues; and
- Perform other actions appropriate to active participation in a hearing.

C. Hearing Preparation and Post-Hearing Work: In dependency cases, from the time the child is taken into custody through the jurisdiction and disposition hearings, the District Attorney shall perform the following functions as to juvenile dependency proceedings:

- Review for legal sufficiency, as appropriate, petitions, summons, stipulated orders, and other orders and documents;
- Prepare pick-up orders (warrants), if needed;
- Take statutorily required steps to ensure that all necessary parties are properly given notice or served and summoned to court. If necessary to accomplish this, the District Attorney

shall file motions for alternative service or service by publication or other motions to ensure that proper notice has been given prior to taking a default judgment against a parent;

- Prepare witness lists, issue witness subpoenas and arrange for service;
- Prepare, as necessary, witnesses for hearing;
- Draft necessary motions and pleadings and ensure that proper notice is provided to all parties;
- Review discovery material from other parties and follow-up as necessary;
- Stipulate to, litigate or otherwise resolve pre-hearing motions as appropriate;
- Prepare stipulated orders as appropriate and ensure that proper notice is provided to all parties; and
- Prepare orders when requested to do so by the court or when otherwise appropriate, and ensure that proper notice is provided to all parties and the order is signed by the judge.

The District Attorney may delegate functions described above in this subsection to a non-lawyer working under the supervision of the District Attorney or at the District Attorney's direction to the extent that the function does not require the exercise of independent legal judgment.

D. Casework Procedures:

- *Consultation:* The District Attorney is authorized by DOJ to consult with DHS as described herein. Prior to and, as appropriate, during negotiations, formal or informal settlement conferences and hearings, the District Attorney shall consult with DHS and consider DHS' position on decisions about:
 1. The need to remove a child from the child's home or to return the child to a parent;
 2. The need to obtain jurisdiction pursuant to certain allegations, at any point in the dependency proceedings, in order for DHS and the court to require parents to complete services related to the allegation; and
 3. Whether to accept, reject, litigate or otherwise resolve any offers of settlement or compromise on individual petition allegations and on any other issues that arise in the course of the case.
- *Differences in Position:* Prior to the hearing and as soon as practically possible, if the District Attorney determines that the fundamental nature of the State of Oregon's position or recommendations on an individual case is significantly different from what DHS has indicated its position or recommendations would be, the District Attorney shall promptly inform the local DHS District Manager or Child Welfare Program Manager of the nature and extent of the differences.
- *Exceptional Circumstances:* If after full and informed consultation with the DHS District Manager or Child Welfare Program Manager, the District Attorney determines that the State of Oregon's position or recommendations on an individual case remains in conflict with DHS' position or recommendations, then the District Attorney may elect not to continue to consult with or appear and present information in conjunction with DHS and may elect to appear in court only to present the State of Oregon's position or recommendations on an individual case. A related criminal case should not automatically constitute an exceptional circumstance.

- *Presentation of DHS Position:* If the position or recommendations to the court expressed by the District Attorney are significantly different from DHS' position or recommendations, and DOJ is not appearing in a hearing on behalf of DHS, the District Attorney shall describe the differences to the court.

E General Requirements: The District Attorney shall:

- Promote timely hearings and strive to reduce case continuances;
- Cooperate and communicate on a regular basis with other professionals and parties in a case, including DM;
- Provide that all attorney staff who work on these cases fully understand and comply with all relevant federal and state laws, regulations, policies, rules and the requirements of this Agreement; and
- Provide that all attorney staff who perform legal work on these cases receive at least one day's training on the juvenile dependency process and legal issues arising therein each year.

F. Resources: County and District Attorney shall make sufficient resources available to enable District Attorney to meet these procedural and operational requirements. Moneys provided pursuant to this Agreement may be used by County and District Attorney only to augment, improve the quality of, or continue to maintain a juvenile dependency litigation program that meets or exceeds the goals of this Agreement. None of the additional funds paid pursuant to this Agreement may be applied to any other non-juvenile dependency expenses, including service or supply costs.

G. Allocation of costs other than personnel costs. Notwithstanding paragraph F above, the District Attorney and County may continue to assign responsibility for payment of costs, including the cost of retaining experts and serving process or subpoenas, between the District Attorney, County, and DHS as those parties may have divided such costs on or before the effective date of this Agreement.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Of the not to exceed amount listed in Article IV of this Agreement, DHS will pay one-eighth of the NTE amount at the end of each quarter, in equal installments, in accordance with requirements set forth under paragraph 3 of this Exhibit. DHS will not pay County and District Attorney any amount in excess of the amount stated in Article IV of this Agreement for completing the Work, will not pay County or District Attorney severally and will not pay for Work performed after the termination or expiration of the Agreement. DHS also will not pay for work performed on cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.
2. DHS may examine invoices and audit and review the actual expenses of the County and District Attorney to ensure that the payments under this Agreement are reasonable and necessary, and to ensure that the County's and DA's expenses are in accordance with applicable federal regulations and this Agreement. If DOJ, DHS, the Oregon Secretary of State's Office or the federal government finds, from an audit and review, that the County or District Attorney has made expenditures from the funds under this Agreement for expenses that are not reasonable and necessary or are not in accordance with applicable federal regulations or this Agreement, County and District Attorney shall promptly refund the monies so expended to DHS upon request.
3. The County or District Attorney shall invoice DHS quarterly for Work performed on electronic form templates provided by DHS. A supply of the DHS forms shall be sent to the County or District Attorney by DHS. Invoices shall include the following information:
 - The names and dates of birth of all children whose juvenile dependency cases were worked on during the quarter. Include only those children whose cases were at a point in the period between the filing of a juvenile dependency petition and entry of a disposition order on the merits on all allegations in the petition. Do not include children in cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

A list of the names of employees of the District Attorney who, during the quarter, worked on juvenile dependency cases that involved at least one or more of the children included in the list of names described immediately above. Include the total personnel costs for each listed employee doing that work during the quarter, and estimate the overall percentage of time that each listed employee spent working, during the quarter, on juvenile dependency cases which were at some point in the period between the filing of a dependency petition and the entry by a court of a disposition order on the merits on all allegations in that petition (Qualifying Cases). [For audit purposes, this quarterly estimate of time spent working on juvenile dependency cases must be supported by records retained by the District Attorney's office that indicate on a pay period or monthly basis the estimated time spent by each employee working on such cases.] Exclude from the quarterly percentage of time calculation the amount of time spent working on juvenile cases where the fundamental nature of the District Attorney's position or recommendations were significantly different

from DHS' position or recommendations. Do this by subtracting the estimate of each individual's time spent working on cases where the District Attorney's fundamental position was significantly different from DHS' position from the estimated time that person spent working on Qualifying Cases, and then calculating the percentage of time spent on such dependency cases as a function of the total time spent working. The District Attorney is responsible for the accuracy of estimates.

• Each invoice must be accompanied by the District Attorney's certification in the following form:

- (a) The District Attorney performed all Work for which reimbursement is sought in accordance with Exhibit A, Part I.
- (b) The Work performed improved the quality of the juvenile dependency litigation program in comparison to the program as it would have existed in the absence of the requested reimbursement.
- (c) The cost of the Work performed is not less than the amount of reimbursement sought.

Invoices must be sent to DHS for review and approval to:

Stephanie Hoskins
500 Summer Street NE, 93
Salem, OR 97301

Questions about invoices may be made to Stephanie Hoskins at the above address or at Stephanie.k.hoskins@state.or.us . Phone inquiries may be made to her at (503) 945-6274

DHS must receive all quarterly invoices by October 1, 2015. County and District Attorney lose the right to reimbursement for any claims for amounts not included on invoices received by DHS as of that date.

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EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

Confidential information provided to the District Attorney or County with respect to DHS client information is confidential and protected by state and federal law, and shall only be used and disclosed as authorized by law.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:

- (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
- (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.

- b. DHS further reserves the right to amend the Description of Work and General Requirements for the following:

- (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
- (2) Implement additional phases of the Work; or
- (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

3. Background Checks.

- a. The County or DA shall verify that any County or District Attorney employee working with children who are the subject of a dependency petition that is covered by this Agreement has not been convicted of any of the following crimes: child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with such children. The County or DA shall establish verification by:
 - (1) For applicants for employment, having the applicant, as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which shall be shared with the County or DA,
 - (2) For applicants and employees, obtaining from the OSP for an "Oregon only" criminal history check on the applicant or employee. The County or DA shall give OSP the applicant's or employee's name, birth date and social security number, or
 - (3) Any other process by which the County or DA obtains the employee's or applicant's criminal history.
 - b. The County or DA shall determine, after receiving the applicant's or employee's criminal history, whether the applicant or employee has been convicted of any crime listed above, and whether these convictions pose a risk to working safely with such children. If the County or DA learns of a conviction of any of the above listed crimes from the applicant or employee's record, and the County or DA chooses to hire the employee or applicant, the County or DA shall confirm in writing the reasons for hiring the individual. These reasons shall address how the applicant/employee is presently suitable or able to work with such children in a safe and trustworthy manner. The County or DA shall place this information, along with the applicant's or employee's criminal history check, in the employee's personnel file, and make it available upon request in a review or audit.
4. **Equal Access to Services.** County or DA shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
 5. **Media Disclosure.** The County or DA will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
 6. **Mandatory Reporting.** The County or DA shall immediately report any evidence of child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

7. **Nondiscrimination.** The County or DA must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

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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 County and DHS, 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 County or DA 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. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County 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 County'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 County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County 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 County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS 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 DHS of this Agreement (a) have been duly authorized by all necessary action by DHS 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 DHS is a party or by which DHS 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 DHS 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 DHS and constitutes a legal, valid and binding obligation of DHS, 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 DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. 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. DHS 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, County or DA shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County or DA 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. County or DA shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.
6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County, DA and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County 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 County objects to the withholding or the amount proposed to be withheld, County shall notify DHS 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 County, DA or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
8. **County Default.** County or DA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (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 County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **DHS Default.** DHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. DHS 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 DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.
10. **Termination.**
- a. **County Termination.** County or DA may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

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

11. Effect of Termination

a. Entire Agreement.

- (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County or DA under this Agreement.
- (2) Upon termination of this Agreement, County 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.

12. 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.

13. Insurance. Insurance. Agency shall maintain insurance as set forth in Exhibit C, which is attached hereto.

14. Records Maintenance; Access. County or DA shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS 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. County 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. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. Information Privacy/Security/Access. If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.

16. **Force Majeure.** Neither DHS, County or DA 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 DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS 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.
17. **Assignment of Agreement, Successors in Interest.**
 - a. County nor DA shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **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.
19. **Subcontracts.** County nor DA shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** DHS, County and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS 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.
21. **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.
22. **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.

23. **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.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County, DA or DHS 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 received and 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 addressees.

DHS: Child Welfare, CW-SS Operations Administration
500 Summer Street NE, E93
Salem, OR 97301
Telephone: 503-945-6274
Facsimile: 503-373-7492

COUNTY: Wasco County
Rod Runyou, Chairman
511 Washington Street, Suite 302
Dalles, OR 97058
Telephone: (541) 506-2520
Facsimile: (541) 506-2551
Email: RodR@co.wasco.or.us

DA: Wasco County District Attorney
Eric J. Nisley
511 Washington Street, Suite 302
Dalles, OR 97058
Telephone: (541) 506-2680
Facsimile: (541) 506-2681
erickn@co.wasco.or.us

25. **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.
26. **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.
27. **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.
28. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

29. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("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 County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the 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.
30. **Stop-Work Order.** DHS may, at any time, by written notice to the County or DA, require the County or DA 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, County 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, DHS 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, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

Remainder of page left blank intentionally

EXHIBIT C

Insurance Requirements

Agencies shall agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

Remainder of page intentionally left blank



Agreement Number 143684

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 1 to Agreement Number 143684 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Wasco County District Attorney
Eric J. Nisley
511 Washington Street, Suite 302
Dalles, OR 97058
Telephone: (541) 506-2680
Facsimile: (541) 506-2681
ericn@co.wasco.or.us**

(the "District Attorney," or "DA,") acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
 2. The Agreement is hereby amended as follows:
 - a. Under section "IV PAYMENTS" on page 3 of 24, the maximum not-to-exceed amount payable is amended to add funding in the amount of \$8,000; the language to be deleted or replaced is struck through; **new language is underlined and bold.**
- IV. PAYMENTS**
- A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is ~~\$14,114~~ **\$22,114**. DHS shall not pay County any amount in excess of

the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.

- b. Section "II A. AGREEMENT DOCUMENTS" is amended as follows, to add Exhibit A, Part 4:

Exhibit A, Part 4: District Attorney Title IV-E Reimbursement Appendix

- c. As a result of adding Exhibit A, Part 4; the following Attachments have been incorporated into the Agreement:

Attachment A: Oregon District Attorney Title IV-E Claim Form Instructions

Attachment B: Example Title IV-E Claim Form

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

Remainder of page left blank intentionally

4. DISTRICT ATTORNEY AND COUNTY DATA AND CERTIFICATION

- A. District Attorney and County Tax Identification. County and District Attorney shall provide County's and District Attorney's federal tax ID number(s) and the additional information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information.

Name (exactly as filed with the IRS) _____

Address 511 Washington Street, Suite 101

Telephone: 541-806-2520 Facsimile: 541-806-2551

Federal Tax I.D. _____

The above information must be provided prior to Agreement approval. DHS may report the information set forth above to the Internal Revenue Service ("IRS") under the name and taxpayer identification number provided.

- B. Certification. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

1. The Federal Tax number shown in Section V(A) is County's and District Attorney's correct taxpayer identification and all other information provided in Section V(A) is true and accurate; and
2. County and District Attorney are not subject to backup withholding because:
 - i. County and District Attorney are exempt from backup withholding;
 - ii. County and District Attorney have not been notified by the IRS that either County or District Attorney is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.

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

5. Signatures.

**Wasco County District Attorney
Approved by:**

 District Attorney 2-27-14
Authorized Signature Title Date

State of Oregon acting by and through its Department of Human Services

By:

 Wasco County Board
of Commissioners - Chair 3-5-14
Authorized Signature Title Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)
Assistant Attorney General Date

Office of Contracts and Procurement:

Contract Specialist Date

FILED
WASCO COUNTY

2014 JUN 6 AM 11 37

LINDA BROWN
COUNTY CLERK



Agreement Number 143684

AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 02 to Agreement Number 143684 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Wasco County
511 Washington Street, Suite 302
The Dalles, Oregon 97058
Telephone: 541-506-2520
Facsimile: 541-506-2551

hereinafter referred to as "County," and

Wasco County District Attorney
Eric J. Nisloy
511 Washington Street, Suite 302
The Dalles, Oregon 97058
Telephone: 541-506-2680
Facsimile: 541-506-2681
ericn@co.wasco.or.us

hereinafter referred to as "District Attorney."

WASCO COUNTY, OREGON
COMMISSIONER'S JOURNAL

CJ2014-000076

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section IV Payments, is deleted in its entirety and restated with the following:
 - A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes allowable expenses, is \$22,114. DHS shall not pay County any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.
 - B. DHS shall only pay for performed Work under this Agreement, and may make interim payment as follows:

Designated Funds	Effective Dates	Amount	Quarterly Payment
State General Funds	July 1, 2013 -- June 30, 2015	\$14,114	NTB \$1,764.25 per Exhibit A, Part 2
Title IV-B Funds (CFDA #93.658)	July 1, 2013 -- June 30, 2015	\$8,000	Calculated in accordance with Exhibit A, Part 4

3. Certification.
 - a. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
 - (1) The information shown in Data and Certification, of original Agreement or as amended is County's and District Attorney's true, accurate and correct information; and
 - (2) County and District Attorney are not subject to backup withholding because:
 - (a) County and District Attorney are exempt from backup withholding;
 - (b) County and District Attorney have not been notified by the IRS that County or District Attorney are subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.
 - b. County and District Attorney hereby certify that the FEIN provided to DHS is true and accurate. If this information changes, County and District Attorney are also required to provide DHS with the new FEIN within 10 days.
 - c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County

and District Attorney certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Signatures.

Wasco County
By:




Authorized Signature Scott C. Hege

Title Chair, Wasco County
Board of Commissioners

5.7.2014

Date

Wasco County District Attorney



Eric J. Nisley

5-5-14

Date

State of Oregon acting by and through its Department of Human Services
By:

sandy.dugan@dhsosha.state.or.us

Digitally signed by sandy.dugan@dhsosha.state.or.us

DN: cn=sandy.dugan@dhsosha.state.or.us

Date: 2014.05.14 16:34:20 -07'00'

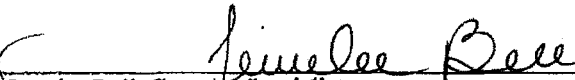
Authorized Signature

Title

Date

Approved for Legal Sufficiency
Not required per OAR 137-045-0030(1)(a)

Office of Contracts and Procurement



Jewellee Bell, Contract Specialist

5/20/14

Date

Wasco County Contract Processing Form

To be completed prior to submission to the Board of Commissioners

Date: 10/3/2014 Title of Contract/Agreement: Amendment to State of Oregon Intergovernmental Agreement (3rd amendment Agreement number 143684)

Department: DA

Responsible Staff: Eric Nisley

Information Systems

Will computer rotation be necessary? ☐ Yes ☐ No

Will this include ☐ Software Purchase ☐ Installation ☐ Maintenance Agreement?

Will this include a licensing fee? ☐ Yes ☐ No ☐ One-time ☐ Recurring

☐ Information Systems has reviewed this agreement ☒ N/A

Notes: _____

Facilities

Will this agreement require any ☐ maintenance work ☐ new construction?

☐ Facilities has reviewed this agreement. ☒ N/A

Notes: _____

Finance

Is this ☐ a new service or ☐ increasing an existing service? ☒ maintaining an existing service

Dollar Value of Agreement: \$15,000 increase of 7500 / total = \$29,614 for 13-15

Is there a match requirement? ☐ Yes ☒ No ☐ Cash ☐ In-kind

Are these funds ☒ already budgeted ☐ need a budget adjustment? ☐ Other – Explain below

Can this agreement be altered as work progresses? ☒ Yes ☐ No

Beginning date of agreement: July 1, 2013

Ending date of agreement: July 1, 2014 June 30, 2015

Notes: normal IGA amendment.

☒ REVIEWED BY FINANCE M.M.

10-3-14



Agreement Number 143684

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **03** to Agreement Number 143684 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Wasco County
511 Washington Street, Suite 302
The Dalles, Oregon 97058
Telephone: 541-506-2520
Facsimile: 541-506-2551**

hereinafter referred to as "County," and

**Wasco County District Attorney
Eric J. Nisley
511 Washington Street, Suite 302
The Dalles, Oregon 97058
Telephone: 541-506-2680
Facsimile: 541-506-2681
erien@co.wasco.or.us**

hereinafter referred to as "District Attorney."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section IV Payments, is amended as follows: language to be deleted or replaced is struck through; **new language is underlined and bold.**
 - A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes allowable expenses, is ~~\$22,114~~ **\$29,614.** DHS shall not pay County any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.
 - B. DHS shall only pay for performed Work under this Agreement, and may make interim payment as follows:

Designated Funds	Effective Dates	Amount	Quarterly Payment
State General Funds	July 1, 2013 – June 30, 2015	\$14,114	NTE \$1,764.25 per Exhibit A, Part 2
Title IV-E Funds (CFDA #93.658)	July 1, 2013 – June 30, 2015	\$8,000 <u>\$15,500</u>	Calculated in accordance with Exhibit A, Part 4

3. **Certification.**

- a. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
 - (1) The information shown in Data and Certification, of original Agreement or as amended is County's and District Attorney's true, accurate and correct information; and
 - (2) County and District Attorney are not subject to backup withholding because:
 - (a) County and District Attorney are exempt from backup withholding;
 - (b) County and District Attorney have not been notified by the IRS that County or District Attorney are subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.
- b. County and District Attorney hereby certify that the FEIN provided to DHS is true and accurate. If this information changes, County and District Attorney are also required to provide DHS with the new FEIN within 10 days.

- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County and District Attorney certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.


5. Signatures.

Wasco County

By:

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

Wasco County District Attorney


Eric J. Nisley

7-17-14
Date

State of Oregon acting by and through its Department of Human Services

By:

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

Approved for Legal Sufficiency

Not required per OAR 137-045-0030(1)(a)

Office of Contracts and Procurement

Jewelee Bell, Contract Specialist	Date
-----------------------------------	------

Discussion Item
Transition Facilitator

- [No documents have been submitted for this item](#)
 - [RETURN TO AGENDA](#)

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 15, 2014**

CONSENT AGENDA

1. [10.1.2014 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
10/1/2014

PRESENT: Scott Hege, Commission Chair
Rod Runyon, County Commissioner
Steve Kramer, County Commissioner
STAFF: Tyler Stone, Administrative Officer
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. The following additions were made to the Discussion List:

- Product Tasting Funding
- BPA Weed Control Contract
- Environmental Impact Survey

Discussion List – Weed Control Contracts

Public Works Director Marty Matherly explained that both the Warms Springs and BPA weed control contracts are anticipated renewals and included in the 2014-2015 fiscal year budget in the amounts listed.

Mr. Stone pointed out that both contracts contain requirements for an affirmative action plan. He explained that while Wasco County is an equal opportunity employer, there is not a plan in place; it will cost between \$6,000 and \$10,000 to create a plan. He recommended that a plan be developed for adoption.

Commissioner Runyon asked what the County has. Mr. Stone replied that the County does some reporting on equal opportunity measures. He explained that the requirement activates when the County becomes a federal contractor or subcontractor. Mr. Matherly added that he had spoken to County Counsel about having the clause removed but it is a federal requirement.

Commissioner Kramer stated that since the County has been doing these contracts for some time, he would support going forward with the contracts while the plan is being developed. Mr. Matherly noted that the plan will cover all of Wasco County, not just the Weed Department.

Mr. Stone agreed and added that there will be an ongoing cost to keeping the plan updated. He said that he has been through a start-up audit; it is a significant process. However, penalties are stiff for non-compliance.

Chair Hege suggested that there may be other entities in the County who are federal contractors with whom we might be able to co-op for the plan development.

Chair Hege observed that the Warm Springs contract refers to rates in conjunction with a scope of work; however, he cannot find those outlined within the contract. Mr. Matherly stated that the Weed Department meets with the Tribe to discuss target areas; the rate is based on our overhead rate. The Tribe is aware of the rate and their intended scope of work. Project Manager Arthur Smith added that the contract is for a lump sum payment up to \$18,000. Chair Hege stated that he is fine with the contract but would prefer the rates be in writing.

{{{Commissioner Kramer moved to approve Weed Control Contract #T-16747-14 with the Confederated Tribes of the Warm Springs Reservation of Oregon. Commissioner Runyon seconded the motion which passed unanimously.}}}

Chair Hege said he has read the Finance comments regarding the budgetary possibility that the weed control program as it relates to outside contracting may or may not continue in years to come. Mr. Matherly stated that the contracts have termination clauses which could be activated should the County decide to discontinue the program outside of meeting County needs.

{{{Commissioner Kramer moved to approve Intergovernmental Weed Control Contract #66742 with the Bonneville Power Administration. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – NACo Membership

{{{After a brief discussion, Commissioner Kramer moved to continue with NACo membership for \$504.00 in annual dues. Commissioner Runyon seconded the motion which passed unanimously.}}}

**Discussion List – Wolf Depredation Compensation Committee
Appointments**

Commissioner Kramer, who chairs the Wolf Committee, reported that the Committee has unanimously agreed to recommend Mike Urness and Brandon Ayers for appointment as business representatives on the Committee. He said that the title on the order needs to be corrected to read: Wasco County Wolf Depredation Compensation Committee.

{{{Commissioner Kramer moved to approve Order #14-079, with corrected title, appointing Mike Urness to the Wasco County Wolf Depredation Compensation Committee. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Order #14-080, with corrected title, appointing Brandon Ayers to the Wasco County Wolf Depredation Compensation Committee. Commissioner Runyon seconded the motion which passed unanimously.}}}

Commissioner Runyon said he thought that the idea of having an alternate might be worth pursuing. Commissioner Kramer replied that he would take that up with the Committee at the next meeting.

Discussion List – Product Tasting Funding

Ms. White reported that when Commissioner Runyon had contacted a local catering business to participate in the AOC Product Tasting event, the owner had asked if there would be money available to pay for the product. She noted that there have

been instances where that has been the case in the past and is bringing it to the Board for consideration.

Mr. Stone stated that he believes there is plenty without paying for anything more. There was also some discussion regarding the fact that this is a caterer rather than someone who produces a specific product; perhaps it is not a good fit for this event.

Chair Hege suggested that The Dalles and Maupin Chambers of Commerce be contacted for other businesses that might participate in the event.

Discussion List – Environmental Impact Survey

Mr. Stone reported that he is ready to move forward with the level one environmental assessment for the old armory and adjacent properties; the bids for the work are around \$3,000. He added that if the County is going to survey the corner lot, they might as well do all the County property at that location.

Chair Hege asked if the Guard has agreed to do the lot they had occupied. Mr. Stone replied that they have but there is still discussion regarding adjacent property they had used for parking vehicles, etc. Chair Hege stated that if there are issues in that area, it should be at their cost. Mr. Stone said it is a negotiation.

Chair Hege noted that there are trespassing signs up at the old armory property. He asked what was being done with the property between now and when a decision is made as to what to do with the property. He added that businesses have parked vehicles there for a long time; in addition, we could see some vendors trying to use that property. Mr. Stone replied that the signs are up for safety and liability issues around the loading docks – there are chains up along with the no trespassing signs. He agreed that people have been using that lot for years – Burger King's oversized vehicle customers, sporting event attendees, etc.

Commissioner Runyon observed that a complaint about the weeds on the lot has been addressed. He agreed that the loading docks can be a danger, especially at night.

Agenda Item – Integrated 3-D Enterprise Zone

Mr. Stone announced that he has a conflict of interest for this item and excused himself from the discussion.

City of The Dalles Economic Development Specialist Dan Durow reported that since he was last before the Board regarding the 3-D Enterprise Zone application, he has been able to meet with School District 21's CFO Randy Anderson to get input from the District. As a result, some minor changes have been made to the agreement to coincide with the school year. In addition, it has been clarified with the District that the three annual classes are to be one each for the middle school, the high school and the community college. He added that there was further discussion regarding the amount of print time to be allowed for each class – if each student is to make something then their projects would be minimal. However, if the class wanted to do a project or two as a group, they would be able to do something more complicated. Those decisions will be made by the teacher and class.

Mr. Durow went on to say that everything else in the contract remains unchanged. The City Council will meet on this October 13th. He stated that he expects it will pass through City Council.

Chair Hege asked if the School District is on board for the agreement. Mr. Durow replied that they are excited about it and they will have 3 years to work it into their curriculum.

{{{Commissioner Runyon moved to approve Resolution #14-023 Approving the Integrated 3D LLC Extended Abatement Agreement along with the agreement itself. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Flood Response & Paint Project Addendum
--

FLOOD RESPONSE

Facilities Manager Fred Davis explained that following the last week's flood in the basement of the Courthouse, the initial goal was to just get things cleaned up. They have now entered the process for repairs and he is requesting that an emergency procurement exemption to expedite the work in order to make the work and meeting spaces available for use as soon as possible.

{{{Commissioner Kramer moved to declare an emergency and exempt the contracting process for the Courthouse flood response from competitive

bidding based on Section 15 #10 of the County Contracting Rules.

Commissioner Runyon seconded the motion which passed unanimously.}}

Chair Hege asked for a progress report on the flood response. Mr. Davis said that a drywall contractor was in yesterday; he expects a quote today or tomorrow. He has already received a quote for painting. All quotes are going through the insurance adjuster. He added that there are a couple of areas that just need cleaning. He stated that the color scheme will match that of the Administrative offices that were done as a result of a flood that occurred last fall. He concluded by saying that the hose bibs will be changed to locking units and hoses will no longer be stored outside to prevent a recurrence if this incident.

PAINT PROJECT CONTRACT ADDENDUM

Mr. Davis explained that the addendum is a waiver for a bond. He stated that he should have removed the bond requirement from the contract. He went on to say that it is in the standard contract to protect the equipment, however, the paint project will not entail heavy equipment – just paint and painting supplies. The bond would be an additional and unnecessary cost that would be passed on to the County.

{{{Commissioner Kramer moved to approve the Courthouse Exterior Clean/Paint Project Contract Addendum. Commissioner Runyon seconded the motion which passed unanimously.}}}

Mr. Davis announced that depending on the arrival of the equipment, the work could begin as early as Monday. He said he will be communicating with staff so they are aware of the process. Work on the entrances is to be done in the evenings and on weekends. Mr. Stone asked if some parking will be blocked off. Mr. Davis said that there will be some parking blocked on the 5th Street side of the building.

Consent Agenda – 9.17.2014 Regular Session Minutes

{{{Commissioner Runyon moved to approve the Consent Agenda. Chair Hege seconded the motion. Chair Hege and Commissioner Runyon voted yay. Commissioner Kramer, who was absent from the 9.17.2014 session, abstained. Motion passed.}}}

Agenda Item – Wasco County Communications Report

Ms. White reviewed the presentation included in the Board Packet. After some discussion, it was decided that the Planning Department's newsletter should go out through newsletter sign-up system. In addition, since the Road Advisory Committee is no longer active, that sign-up option should be removed from the list of possible selections.

Chair Hege stated that he has been disappointed with the sign-up rate for the 9-1-1 notifications. Ms. White suggested that they send information home through the schools. Chair Hege said that when that is done, parents will have to understand that they will need to include the schools address as one of their locations in order to receive alerts about anything that happens in the area of the school.

Chair Hege asked the status of the Road Advisory Committee. He stated that he has heard that a group has broken off and is operating with some misconceptions. Mr. Stone reported that he has met with a representative of that group and talked about that issue. He said the group has invited him, Mr. Matherly and Commissioner Runyon to provide them with some education on the County budget. He said he is also concerned and wants to make sure the group has all the information developed by the RAC.

Chair Hege said it will be a good idea to monitor the situation as it will be challenging for the group if they do not have accurate information. Commissioner Kramer said he believes the RAC will be meeting soon; he is going to contact Mr. Matherly to confirm.

Commission Call

Chair Hege reported that he had received an anonymous email sent through Staples that complained about County Commissioners meeting outside publicly noticed meetings. The author had observed him and Commissioner Runyon together at Burgerville. He said that after receiving the email, he had done further research into the law and contacted an attorney for clarification. In addition, he called Open Oregon, created to keep back door deals from happening, and talked to their president.

Chair Hege said he believes there is a lot of confusion about the law. He explained

that the policy document states that Commission decisions and deliberations are to be made in public – Commissioners are not permitted to meet outside of public sessions to discuss things on which they are deliberating. However, Commissioners can meet separately and talk about other things – for instance, sharing information regarding meetings they attend as representatives of the County or any other item on which they are not deliberating. He said that he cannot be a good Commissioner if the only time he can communicate with fellow Commissioners is in open session – information sharing is important.

Chair Hege concluded by saying that he provided the email and his response to the newspaper to ensure transparency and educate the public. He said that it is disappointing that the author chose to remain anonymous as he would have welcomed the opportunity to have an open discussion to help dispel misconceptions.

Chair Hege stated that there had been a public information request regarding the non-disclosure agreement (NDA) signed by Commissioners and Mr. Stone for the Design LLC Enterprise Zone. The request was specifically asking for any communications from County Counsel Eric Nisley regarding the NDA; those communications are privileged. Chair Hege reported that he had met with Mr. Nisley and does not see any issues with releasing the memo to Mr. Bertrand but that is a decision that has to be made collectively.

*****After further discussion, the Board was in consensus to speak with Mr. Nisley to provide the release of the legal memo written to the Board regarding NDA agreements.*****

Chair Hege called a break at 10:32 a.m.

The Session reconvened at 10:36 a.m.

Commissioner Kramer announced that the newly composed Wolf Depredation Compensation Committee will be meeting to develop applications and forms. Once that process is complete, the committee will only need to meet in response to an incident. Chair Hege asked if the Committee has to apply for money now or only in response to a claim. Commissioner Kramer replied that there is limited money in the State pool; if there is money available at the time of an approved claim, then it will be

paid. He added that there is also a prevention piece that the Committee can pursue once there is known activity; currently there is no confirmed Wolf activity in Wasco County. He concluded by saying that one Committee member has pointed out that there may be grant funding available from conservation groups; he is also working with Phil Chang to make federal contacts for funding.

Chair Hege adjourned the session at 10:42 a.m.

Summary of Actions

Motions Passed

- **To approve Weed Control Contract #T-16747-14 with the Confederated Tribes of the Warm Springs Reservation of Oregon.**
- **To approve Intergovernmental Weed Control Contract #66742 with the Bonneville Power Administration.**
- **To continue with NACo membership for \$504.00 in annual dues.**
- **To approve Order #14-079, with corrected title, appointing Mike Urness to the Wasco County Wolf Depredation Compensation Committee.**
- **To approve Order #14-080, with corrected title, appointing Brandon Ayers to the Wasco County Wolf Depredation Compensation Committee.**
- **To approve Resolution #14-023 Approving the Integrated 3D LLC Extended Abatement Agreement along with the agreement itself.**
- **To declare an emergency and exempt the contracting process for the Courthouse flood response from competitive bidding based on Section 15 #10 of the County Contracting Rules.**
- **To approve the Courthouse Exterior Clean/Paint Project Contract Addendum.**

- to approve the Consent Agenda: 9.17.2014 Regular Session Minutes.

Consensus

- To speak with Mr. Nisley to provide the release of the legal memo written to the Board regarding NDA agreements.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott Hege, Commission Chair

Rod Runyon, County Commissioner

Steve Kramer, County Commissioner

Agenda Item

Surplus Vehicles

- [Sheriff's Memo](#)
- [Order #14-081 Surplussing Vehicles](#)



Wasco County

SHERIFF

511 Washington St., Suite #102

The Dalles, Oregon 97058

Phone 541-506-2580

Fax 541-506-2581

To: Wasco County Board of Commissioners

10/15/2014

Re: Surplus of County Vehicles

Dear Commissioners:

As per the Wasco County Vehicle Program the Wasco County Sheriff's Office is recommending that four county vehicles be surplus for public disposal/auction. The following vehicles listed are the recommended vehicles:

- Unit 04-12, 2004 Dodge Durango (VIN# 1D8HB48D64F145317)
- Unit 04-16, 2004 Crown Victoria (VIN# 2FAHP71W84X132351)
- Unit 04-04, 2004 Dodge Durango (VIN# 1D8HB48D24F145315)
- Unit 02-01, 2002 Chevy Suburban, (VIN# 1GNFK16T12J203947)

The aforementioned vehicles are no longer in use as they have been cycled through to other departments for the purposes of the program.

Thank you for your consideration in this matter.

Sincerely,

Lane Magill
Chief Deputy

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SURPLUSSING SHERIFF'S)	
DEPARTMENT VEHICLES: UNIT #04-12 2004)	
DODGE DURANGO VIN #1D8HB48D64F145317,)	
UNIT #04-16 2004 CROWN VICTORIA VIN)	ORDER
#2FAHP71W84X132351, UNIT #04-04 2004)	#14-081
DODGE DURANGO VIN #1D8HB48D24F145315,)	
UNIT #02-01 CHEVY SUBURBAN, VIN)	
#1GNFK16T12J203947)	

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

IT APPEARING TO THE BOARD: That above said vehicles are no longer required by the County; and

NOW THEREFORE, IT IS HEREBY ORDERED: That above said vehicles will be considered surplus and disposed of by the Wasco County Sheriff's Department, in accordance with state laws governing the disposition of property.

DATED this 15th day of October, 2014

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Agenda Item
Fort Dalles Museum Report

- [2013-2014 FY Report](#)



**Fort Dalles Museum
Report for
FY July 1, 2013 to June 30, 2014**

www.FortDallesMuseum.org



**FORT DALLES MUSUM
FY 2013-2014 ANNUAL REPORT
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Executive Summary

The Fort Dalles Museum complex includes the old Fort Dalles grounds, Surgeon's Quarters, Gardener's Cottage, Transportation buildings, and the Anderson Homestead (house, granary, outhouse, and barn). It is staffed by a Museum Director, Museum Manager, Docents, and Groundskeeper. All staff are part-time employees of Wasco County. Museum Director and Manager work limited hours after the museum closes for the end of the season. Docents are not scheduled to work during the time that the museum is closed.

The museum is jointly operated by Wasco County and City of The Dalles through a Memorandum of Understanding between both governments. Wasco County takes the lead as the governing body (i.e. managing personnel, budgeting, payroll, etc.)

The Wasco County/City of The Dalles Museum Commission is charged by virtue of *Chapter 358 — Oregon Historical and Heritage Agencies, Programs and Tax Provisions; Museums; Local Symphonies and Bands; Archaeological Objects and Sites*, with overseeing the operation of the museum. It is made up of seven members; three members appointed by the city and four members appointed by the county. Two members resigned and one passed away. Two new members were added but there is still one vacancy.

Fort Dalles Museum has had a successful and busy year. The cruise ships calling on The Dalles have been a great benefit for the museum providing unexpected revenue this Spring and Summer. With the added sailings during the 2014 Cruise Ship Season, the museum was busier than usual. The American Empress is the only ship bringing passengers to the museum. No arrangements were made with the other ships to transport passengers to the museum.

Last fall the Fort Dalles Museum hosted the Idaho Civil War Volunteers who recreated a Civil War encampment on the grounds of Old Fort Dalles. The event was a big hit and the group was scheduled to return in September during the time that Cycle Oregon was in The Dalles.

The museum became a certified "Bike Friendly" facility this Spring, joining other local businesses to help The Dalles become "Bike Friendly." A sign has been placed near the front gate to show the services that the museum offers to bicyclists.

Annual events such as 4th Sunday at the Fort Summer Concerts and Fort Dalles Days at the Fort have continued to be successful for the museum.

There have also been changes at the museum. We have lost Docents and hired new Docents this Spring. There is now a cash register to handle admissions and museum store sales. The museum can now accept credit cards through cooperation with Wasco County's services. There are also two new members of the Museum Commission and a vacancy yet to be filled.

With changes, also come progress; but not without hard work. This report is intended to provide information about what the Fort Dalles Museum, Wasco County/City of The Dalles Museum Commission, and the Fort Dalles Museum-Anderson Homestead Foundation have been doing over the past year.

Submitted by,

Trish Neal, Vice-President
Wasco County/City of The Dalles Museum Commission

EXHIBITS/COLLECTION

The museum continues to receive donations of items throughout the year. These items are entered into the PastPerfect software program and then stored for potential future exhibits. Currently, there are no plans for new exhibits at the museum while the museum staff and Museum Commission focus on becoming better organized.

The museum was pleased to receive a copy of a painting of what Fort Dalles looked like in the 1800s from Yale University. Former Docent Mary Davis had been doing some research and happened across the mention of the drawing. Thinking that it was worth a shot, she suggested contacting the university to see if a copy could be purchased from them.

Museum Commission President, Eric Gleason, contacted the university about the drawing and asked about a copy. Not only was it possible, but the university graciously sent the museum a digital copy via email as a courtesy. The drawing was printed on photograph paper and framed and is now hanging in the lobby of the museum. This has been a great addition for the museum to be able to share more about the history of Fort Dalles.

A majority of the museum's photo collection was scanned by the Discovery Center through a grant from the Wasco County Pioneers Association. There are still photos that need to be scanned, as the grant funds were expended before all of the photos could be copied. The digital copies will help preserve the information in each photo for future use. The project was completed early in 2013.

The museum has two oak "Educational Cabinets" that were on exhibit at the 1905 Lewis and Clark Exposition held in Portland, Oregon. A grant from the Wasco County Cultural Trust allowed the museum to scan all of the school work created by students of Wasco County along with the photographs that were included in the exhibit. The project was completed in early 2013.

The Oregon Blue Book was looking for photographs of rural schools in Oregon. Information about the Education Cabinets was sent to the Blue Book. A representative from the Oregon State Archives recently paid a visit to the museum to take photos of the cabinets as well as the school room exhibit in the Anderson Barn. Copies of the scans of the school work were emailed to the state to determine what, if any, photos will be used in the Blue Book. An online exhibit will also be created to be featured on the State Archives' website which is supposed to include photos not published in the Oregon Blue Book.

After a discussion by the Museum Commission in July 2014, it was agreed that the Hotel Dalles Omnibus would be retired from parade duty effective this year. It one of just a few left in the country and it was determined for preservation sake, it was best to retire it.

EDUCATIONAL PROGRAMS

Local school children continue to visit the museum throughout the year. There are also youth groups which use the grounds for their activities as the grounds provides a large area for activities as well as picnic tables to have lunch or arts and crafts.

As part of the grounds tours conducted by some of the cruise ships, the museum is also providing a look at the history on Fort Dalles through the museum. The Museum Director is on hand to provide a brief overview for each bus full of passengers as it stops out front of the museum. When the short lecture is completed, the groups are split up into two or three groups so that they aren't all trying to view the museum or the Anderson House at the same time in a large group. The Anderson Homestead seems to be the most popular part of the museum complex. The Transportation Building is also of interest to many of our visitors.

The “Andrew...the House Mouse” booklet is provided to young visitors to the museum to provide them with an activity to keep them occupied while the adults are viewing the exhibits. The booklet, designed by former Docent Mary Davis, describes the Anderson House and some of the contents that would be found in the homestead house of yesteryear. It sends them on a “treasure hunt.”

The “traveling trunk” tours were discontinued a few years ago due to the need to use those hours at the museum instead of outreach. While donations were contributed towards this program, the way that the museum must work within its budget, the funds could not be used for those Docent hours during the current fiscal year. Thus, the program was discontinued.

However, we have recently learned that funds can be contributed for special projects so that funds can be used in the current fiscal year. The Fort Dalles Museum-Anderson Homestead Foundation was able to work this out starting with the FY 2013-2014. This should enable us to resurrect the “traveling trunk” show to take to the local schools once we have enough Docents trained to do this.

SPECIAL EVENTS FY 2013-2014

Fort Dalles Days

Fort Dalles Days at the museum has traditionally been a family-oriented event. FDD begins with a grand parade and culminates at Fort Dalles Museum. In July 2013, several of the local history venues were invited to participate as a way to work cooperatively with each other. The Original Wasco County Courthouse, Sherman County Historical Museum, the Discovery Center, and others participated. The groups brought information about their respective facilities and items from their museum stores to sell. The event was free to the public.

The wagon rides have always been a hit with event goers. The rides take passengers to the Rorick House for a tour through the historic home and then return them to Fort Dalles Museum. Wagon rides were free. The cost of renting the wagon and horses was shared by the museum and the Wasco County Historical Society.

Last year was the first time vendors had been charged a vendor fee. This was implemented to cover some of the costs of putting on this event at Fort Dalles Museum.

A blacksmith demonstrated the art of making horseshoes. A rope maker provided a fun activity for children that allowed them to make their own length of rope. Native American Drummers were on hand to share their culture with participants. One of the local 4-H groups brought farm animals to the Anderson Barn and there were pony rides. The Discovery Center brought their birds of prey show to the event which proved to be a very popular demonstration of these majestic birds.

4th Sunday at the Fort

The 4th Sunday at the Fort concerts were the brainchild of former Museum Commissioner, Sam Woolsey. The informal concerts are situated on the museum’s grounds with the band set up in front of the wagon leanto. The admission is free, but a donation jar is set out for donors to contribute. The musicians have been performing as a benefit to the museum. The average attendance was about 70 people or more per concert.

Wasco County Fair

Fort Dalles Museum was represented at the Wasco County Fair last summer. An exhibit cooperatively created with the Original Wasco County Courthouse and the Rorick House was on display during the fair. The display was assembled and installed by Former Museum Docent Mary Davis and Original Wasco County Courthouse board president, Sandy Bisset.

Civil War Encampment

The Idaho Civil War Volunteers brought to life a Civil War encampment on the grounds of Old Fort Dalles on September 7 and 8, 2013. Activities included Union and Confederate camps; artillery and cannon firing demonstrations; camp life of the average soldier; black powder musket drills; and an 1860s Union Gatling Gun. Admission was free for the event. The event was deemed a huge success!

Reconnect to the River

October found the Fort Dalles Museum participating in Reconnect to the River once again. This provided another way for the museum to do outreach in the community and connect with other history venues during the day.

Christmas Open House

The museum, Original Wasco County Courthouse, and Rorick House rotate the holiday gathering so that each venue has a chance to host the event. Last December the event was hosted by OWCC. Coffee, cookies, Santa Claus, and music were provided for guests. Each venue offers items for sale from their venue as well as an opportunity to join their respective organization.

History Business After Hours

Oregon's birthday was celebrated by the local history venues at History Business After Hours in February 2014. It was hosted by the Wasco County Historical Society at the Riverenza. The event was organized by Jean Vercourteran; something that she has wanted to do for some time. This was well-attended by many local history groups and their members. It was a good time to network and hear what each venue was doing. There are plans for future gatherings.

DAR Presentation

The Celilo Chapter of the National Daughters of the American Revolution presented a plaque to Fort Dalles Museum to designate the Surgeon's Quarters as the last remaining original building of Fort Dalles. The special dedication ceremony took place in front of the SQ on April 11, 2014. A nice sized group was present to witness the moving ceremony. Dave Cutler, Columbia Gorge Studios of Mosier donated the rock engraving and the placement of the stone. It is located near the front gate.

It is interesting to note that this is not the first time the DAR has honored the museum. There is another rock with a plaque that was presented in 1933 by the now-defunct Quenett Chapter of the DAR. This stone sits up in the corner of the grounds at 15th and Garrison. Even the current DAR organization does not know why it was presented as it is not listed on the state DAR's list of plaques. Further research will be done to find out more about the plaque.

The Civic Open House

The museum's historic preservation projects were featured at the recent Open House hosted by The Dalles Civic Auditorium in May. This was a wonderful opportunity to conduct outreach about the museum and show that the museum is a good steward of the buildings that make up the entire complex. We have been invited to attend next year.

BUILDINGS AND GROUNDS

Anderson Barn Roof Replacement

A grant to replace the Anderson Barn roof was applied for and received from Oregon Parks and Recreation Department (ORPD) and the Oregon Heritage Commission. The grant, written by Trish Neal last Fall, was a matching grant in the amount of \$12,685.00. The Wasco County Board of Commissioners approved the application and acceptance the grant funds. Brown's Roofing was the winning bidder for the project and provided over \$2,035 in-kind services which was the cost of the fire retardant treatment of the shingles. The project was completed late March 2014.

The steps and railing leading to the upper portion of the barn were replaced in May by Museum Commission President, Eric Gleason.

Mold in the Basement of Surgeon's Quarters

It was reported last Fall by a few museum staff that there appeared to be a strong smell emanating from under the museum. Eric Gleason and Sam Woolsey did some investigation and found that the odor was coming from the basement. They discovered mold growing on the wall behind the hot water heater due to high moisture content in the basement.

After consulting with the county maintenance people and doing some research, Eric designed a process to remove the mold and what needed to be done to make sure that the mold didn't return. All items stored in the basement were brought upstairs for inspection and cleaning.

Part of the issue of the basement floor being damp was determined to be overwatering near the building. Rain water may have also played a part in this. The situation will be closely monitored from now on. Nothing will be stored in the basement in the future. Controlling the humidity and temperature seems to be the key in controlling the mold without incurring additional expense.

Surgeon's Quarters

Heating and Cooling

An air conditioner was brought in this summer to assist in cooling the building. The small window unit was too small to do much more than cool the office area. Museum Commission member Marv Polehn brought in a larger unit which helped. This is a serious issue that needs to be addressed. Heating the office and efficiently heating the SQ is also a problem during the winter months. An assessment of the museum's heating system needs to be conducted and a solution found to both heat and cool the building. The hot weather in the summer impacts not only our staff but visitors to the museum.

Roof

The roof needs to be resealed to help preserve it. In addition, bricks fell off of one of the chimneys and requires repairs. Due to the need of some type of scaffolding or lift, the cost of replacing a few bricks makes it a very expensive project. Estimates have run over \$4,000.00.

Siding

The siding on the SQ needs to be treated. Discussion on the appropriate type of treatment continues.

Museum Grounds

The Museum Commission has become concerned about the **high water bills** that are incurred each year as well as the recent problem with mold in the basement. Part of the moisture on the floor of the basement was tracked back to too much watering of the grounds near the building.

The Grounds and Building Maintenance Committee was formed this year and will be looking at ways to reduce the high cost of maintaining the grounds which includes watering, grass, fertilizing, etc. Suggestions of converting to more native plants that do not require as much water, reducing the grassy areas around the museum, and being more diligent about use of water have been discussed by the commission.

The Grounds and Building Maintenance committee conducted a tour of the museum complex in May. The **large fir tree** next to the vehicle building has several broken branches that need to be removed. It was also recommended that the lower branches be removed as they are getting low to the ground. This was approved to be done immediately but finally accomplished in July 2014 prior to Fort Dalles Days.

The **tree stumps left on the corner** of the grounds on the 15th and Garrison corner need to be removed. They are rotting into the ground creating holes that may become a safety issue for visitors.

Gardener's Cottage

This building was moved from the high school area to its current location near 15th and Garrison Streets. It is planned to restore the building in the near future. Some work has been accomplished but not sufficient to allow visitors to view the interior of the building.

MSDS Information

Museum Commission member Heather Hopkins took on the task of identifying all hazardous or potentially hazardous materials or liquids at the museum. This information is maintained in binders in the Transportation Building near where the groundskeeper stores supplies and equipment, at the museum, and at the Anderson House.

Anderson Homestead

There should be further development of the Anderson Homestead into more of a living history museum. It will take some time to develop this but having this segment of the museum complex developed will enhance the interpretation of our local history. There is a problem with cracked flooring in the upstairs of the house in the Boy's bedroom. This has been an ongoing situation for several years. The Museum Commission addressed this issue this summer and the room has been blocked to prevent visitors from entering the room. Visitors can look into the room but cannot enter it. Repairing the flooring is a complex project but one that we hope can be accomplished during the winter months.

The roof needs to be replaced on the granary building but may be okay for another year. The Anderson House roof needs to be resealed.

The smoke alarm at the Anderson House became unstable setting off at various times of the day and evening requiring the fire department to show up in case there was a fire. Hire Electric determined that because the house is not well insulated, this would continue. The smoke alarm was replaced with a heat sensor. All alarms were checked and cleaned around the museum complex.

Transportation Buildings

The Fort Dalles Museum-Anderson Homestead Foundation continues to work on generating funds to build the new Transportation Building. The project remains on the City of The Dalles priority list but has dropped off the top ten list. The antique vehicles and wagons are popular with visitors.

MUSEUM GOODWILL

Hospitality University and Q Care

The Museum Commission deemed it important that Museum Staff attend Hospitality University through The Dalles Area Chamber of Commerce and participate in Q Care through Travel Oregon. Hospitality University is sponsored by The Dalles Area Chamber of Commerce. All staff have completed the course and received their certification. Q Care is an online short course produced by Travel Oregon.

Blue Star Museums Program

The museum has participated in the Blue Star Museums program for a number of years. The program provides free admission for military personnel and their families. This is a nation-wide program.

Bike Friendly Certification

The museum was recently certified as Bike Friendly by Travel Oregon. The application process was completed by Museum Commission member Trish Neal so that the museum could be included in the

directory along with other The Dalles businesses and other facilities. The certification allows the museum to purchase a small sign which depicts icons on the services it can provide to visiting bicyclists. The services the museum will provide are: Restrooms, Wi-Fi, Water , and Charging of electronic devices). The sign will be placed outside on the fence near the front gate. The museum also allows cyclists to store backpacks in the museum during their visit. The museum does not have a bike rack but is looking at ways to purchase or build an appropriate rack for cyclists.

Free Admission/Father's Day

The will be the first year that free admission will be offered to Fathers. Mother's Day will be implemented next year.

Oregon Museums Association Membership

The museum renewed its membership in the state-wide organization. This places the museum within the online directory of museums. The OMA publishes a rack card that directs people to their website for information on Oregon museums.

MUSEUM STAFF

Fort Dalles Museum complex is managed by Museum Director, Paula Kuttner and Museum Manager, Hilary Hines. They oversee the day-to-day management of the museum complex. The management is assisted by Docents hired to provide tours of the museum and to work on projects as assigned. A part-time Groundskeeper maintains the grounds of Fort Dalles and the Anderson Homestead. The Museum Commission has oversight of the management team as well as operation of the museum through Oregon Statutes.

Two long-time Docents resigned their positions this Spring during the time that the Museum Commission was reviewing and updating the Docent job description. Without an approved job description, hiring replacements was delayed. That stretched the management and remaining staff a bit as the arrival of cruise ships the middle of March started the summer season early. The Museum Commission also requested that the museum be open for Spring Break for Oregon and Washington schools. Two new Docents were hired by April.

The museum management and commission have acknowledged that a strong volunteer program is needed so that staff wages can be stretched to meet the needs of the museum as well as be open longer hours. The Museum Commission has requested that the museum be open for all cruise ships; not just the ships that provide transportation for their passengers.

The museum's budget for staff was projected to have a short fall before the end of the fiscal year. This was due to the cruise ships arriving in March. In addition, being open during spring break, also added to the depletion of the budgeted funds. The Museum Commission voted to transfer \$6,000.00 from Contingency Funds to the Personal Services account to make sure that staff wages would be covered.

MUSEUM OPERATIONS

A Volunteer Program needs to be implemented. Losing two long-time Docents and then adopting and waiting for approval of an updated Docent job description stretched the museum staff to the limit. Volunteers help stretch the Docent wages and are necessary to cover the hours needed to keep the museum open more hours as well as to host special events.

The Personnel and Volunteer Committee that has been set up will be addressing volunteers. Current membership stands at about 100 members. The Membership Committee that has recently been implemented will be looking conducting a membership drive, reviewing when dues are renewed, etc.

A cash register was purchased to better track admissions and sales in March. The cash register was purchased for the museum by the Fort Dalles Museum-Anderson Homestead Foundation. Through Wasco County, the museum is now able to accept credit cards. Visitors are charged a \$2.00 fee per \$75.00. Staff informs the visitors of the fee. While some decline to use their credit card, it hasn't hampered sales by credit card all that much.

Bank deposits are now being done directly at the bank at the night deposit drop. This saves time trying to find someone to accept the funds at the county and is a much safer option and can be used 24/7. The Museum Director is now reviewing bills and time sheets, writing the appropriate account code on the bill, and signing off prior to the bills and time sheets being taken to the county for processing. In the past, management had depended on the county to do this. The Museum Commission directed that these duties be done by the management.

ADMINISTRATION/MUSEUM COMMISSION

Long time Museum Commission member Sam Woolsey resigned his unexpired term on December 31, 2013. His leaving the commission was followed by the unexpected passing of long time supporter and commission member Robert Carsner. Both gentlemen have been missed.

Kathy McBride representing City of The Dalles joined the commission last year. Daliea Thompson and Trish Neal joined the Museum Commission earlier this year as representatives for Wasco County. Kathy recently resigned her position so the commission is looking for a new member. We hope to find someone with a business or accounting/bookkeeping background to take over the treasurer's duties. Currently the vice-president is handling those duties.

The Museum Commission spent the past several months working on policies and procedures. First to be accomplished was producing the commission's bylaws. The commission had never had bylaws until now. Thanks to Wasco County Commissioner Rod Runyon who assisted in accomplishing this, the bylaws have been adopted by the Museum Commission, approved by the County Commissioners and awaiting approval by The Dalles City Council.

Docents now have an approved job description on file with Wasco County. More updated or new job descriptions are on the horizon as the commission continues to work towards the future. The Procedures Manual was updated. The current Museum Director, Museum Manager and Groundskeeper job descriptions were updated and all adopted by the commission. Other policies and procedures were written, adopted, and implemented. The goal is to have a better organized and functional museum.

The Museum Commission created a more concise Grounds Rental Agreement that covers several issues related to renting the grounds to the public. It is important that not only is the museum covered, but we also protect the county and city. The agreement was reviewed by the Wasco County's attorney, suggested changes were made, and the agreement was approved.

An Events Report Form was created to report on expenses and income relating to all special events. These reports will be reviewed this fall by the Museum Commission to determine how much to raise the rental rates so that staff time, maintenance of the grounds and other expenses are covered.

The Museum Commission directed museum management to be open during spring break. In order to have enough money to cover the additional hours, the commission approved transferring \$6,000.00 out of the Contingency Account to Personnel Services.

Museum policies were drafted. Those included: Museum Code of Ethics, Grounds Rental Agreement, Employee Handbook, and Museum Procedures/Policies.

It was determined that the Employee Handbook was not needed as Wasco County handles the majority of those responsibilities since all staff are county employees. The procedures/policies handbook covers much of what the museum staff needs to know about working at the museum. Museum Staff, Museum Commission members, and Foundation members will all sign the Code of Ethics policy.

The next internal policy to be worked on will be an updated Museum Collections Policy. The current Museum Collections Policy is seriously outdated and needs to be updated so that it complies with current museum standards for preservation of collections.

Oregon Statute gives the Museum Commission the authority to interview, hire, and fire the Museum Director as well as conduct performance reviews. The Fort Dalles Museum is in a unique situation where the position of director was reduced to 21 hours per week. The Museum Manager position is also limited to 21 hours and shares in the operation of the museum.

While these positions are distinct positions, the current director and manager consider their positions as “co-directors.” In this case, the Museum Commission will conduct performance reviews of both positions. The current director, Paula Kuttner, has been at the museum for over 26 years and has never received a performance review. The manager, Hilary Hines, has not had a performance review in the time that she has been employed. Docents and other staff will also receive performance reviews for the first time as well.

There has been discussion by the Museum Commission during its meetings regarding their desire for a full-time salaried Museum Director. Updated job descriptions for the position of Executive Director, Museum Assistant, and Groundskeeper were drafted with the look towards the future. Funding will need to be secured to hire a full-time Executive Director. A part-time 32-hour Museum Director position has also been discussed as a potential as funding for the position might be more easily attainable.

Another project that will take some time is creating the emergency preparedness plan for the museum in case of a catastrophic event. This is vitally important for the museum to be prepared in case of an emergency.

A revised Mission statement was adopted last year. A Vision statement and goals still need to be addressed as well as a five-year plan for the museum complex. The Museum Commission recognizes the need to run the museum in a business-like manner.

PROMOTION

The Fort Dalles Museum is promoted through distribution of its rack card, news releases to promote upcoming events, and by an online presence.

Rack Cards

The rack cards were updated and re-printed last year. These are distributed throughout the community as well as taken to other communities to promote the museum. The rack cards are also included in many of the packets assembled by the local The Dalles Area Chamber of Commerce given out to visitors and groups coming to The Dalles.

Website

The museum’s website was updated in January of this year by Trish Neal as a volunteer. The site had been part of Susan Buce’s “Historic The Dalles” website. The new web site location allows the museum to maintain its own website and is a stand-alone site now. Plans call for at least one of the

Docents to take on the responsibility of maintaining the website. Until then, Ms. Neal continues to maintain the site. The website allows visitors to the site to learn about the Fort's history as well as see photos of the exhibits, recent events, and to keep up to date on future activities.

Facebook Page

The museum's Facebook page also allows the museum to share news about its activities. The page is maintained by commission members Heather Hopkins and Trish Neal as volunteers, and Museum Docent, Elizabeth Wallis. The Facebook page and the museum's website allow for better interaction with the public and provide information to the public.

Historic The Dalles

www.HistoricTheDalles.org – owned by Susan Buce – contains information about local history and a link to the museum's website now that it has been moved off of her website.

Highway Signs and local Directional Signs

The museum is fortunate to have informational signs along I-84 and on Highway 30 (near the roundabout), as well as good directional signs along Union Street and in the area of the museum. The sign located at the corner of Union and 2nd Streets does need to be refurbished. We're looking into how to accomplish this inexpensively.

Travel Writers

The museum has been featured in several articles written about The Dalles. We have been fortunate to have so many writers passing through The Dalles as part of "Familiarization Tours" through The Dalles Area Chamber of Commerce. *True West Magazine* has been a huge supporter of The Dalles in naming it to their Top 10 Western Cities as well as naming Fort Dalles Museum as one of the *Treasures of the Old West*. Much of this is due to the efforts of Susan Buce who has long worked with the magazine to keep The Dalles in the spotlight.

MUSEUM SUPPORT

Wasco County and City of The Dalles have been supporting the museum for many years. The support is appreciated and we hope that this continues for the future. The two governmental bodies jointly operate the museum complex through a Memorandum of Understanding.

Museum Commission member Trish Neal worked with the county to add additional categories to the budget to better track income and expenditures. It is important to the commission to be able to define what is income from events and sales in the museum store as well as expenses. Donations are not all the same.

Changing how donations and admissions are included in the budget will allow for donations that have been designated for certain projects to be accounted for in the budget separate from general donations. To date, all funds have been deposited as "donations" which has meant that donations earmarked for specific projects were not clearly defined.

The county is not able to track all of our donations so it has become apparent that we need to be tracking our expenses ourselves. Project accounting will help in most cases but a bookkeeping system is needed as well as further discussion with the county on how we can use these designated funds without a lot of extra work.

The purpose of the **Fort Dalles Museum/Anderson Homestead Foundation** is to preserve and protect the Fort Dalles Museum and to seek and obtain funding and resources in support of the museum. The Foundation's long-term goal is to establish financial stability through endowments to aid in the future operation of the museum. Short-term goals include the construction of a new vehicle

building to house the historically significant antique vehicle collection and to solicit funds for other immediate needs of the museum.

The Foundation is a member of the **Oregon Cultural Trust**. By making a contribution to the Foundation and making a matching gift to the Cultural Trust, you are able to claim your entire contribution to the Trust as a tax credit. Fort Dalles Museum/Anderson Homestead Foundation is a tax-exempt non-profit 501(c)3 organization. Tax ID number: 30-0589167.

FDMAHF has also been supportive of the museum and Museum Commission in other ways. Being made aware of the need for a cash register for the museum store to provide better control of admissions and sales, the Foundation agreed to purchase a new cash register for about \$400.00 this Spring.

The Museum Commission deemed it important that Museum staff attend Hospitality University and participate in Q Care through Travel Oregon. However, with Docent hours already stretched thin, the commission looked to the Foundation for assistance. The Foundation agreed to cover up to \$110.00 of wages as long as all staff attended the training.

The transportation project has been added to the **AGORA** platform managed through MCEDD. More information will be added. The Foundation has also enrolled in the **Fred Meyer Community Rewards** program.

The Foundation elected to begin publishing a **quarterly newsletter** last winter to keep the public informed on the needs of the museum as well as the Transportation Project. The Foundation publishes the newsletter to promote the work of the Foundation as well as to provide information about the museum. The newsletter has been successful as it has been generating donations from supporters. A summer newsletter was not published. The Foundation will pick up the newsletter again this fall.

Museum Commission, Staff, and Government Information

Museum Commission Members

City of The Dalles Positions

Eric Gleason, President

Museum Emergency Contact #4

[TD 4/30/2016]

704 Case St.

The Dalles OR 97058

541-296-1802 Home

503-505-4121 Cell

egleasonjcheung@gmail.com

Heather Hopkins, Secretary

[TD 04/30/2016 3yr]

PO Box 891, The Dalles OR 97058

509-250-1665

zojila@hotmail.com

Vacant Position

Wasco County Positions

Marv Polehn

[WC exp 12/31/2015]

3573 Olney Rd.

The Dalles OR 97058

541-296-6506 home

donella.polehn@polehnfarms.com

Daliea Woolsey Thompson

[WC exp 12/31/2014]

724 E. 20th

The Dalles OR 97058

Cell: 541-980-7129

Work: 509-710-4609

dalieat@hotmail.com

Trish Neal, Vice-President

Museum Emergency Contact #1

[WC exp 12/31/2014]

1002 Union Street

The Dalles OR 97058

541-404-0724 Cell

trishaneal@hotmail.com

Susan Buce

Museum Emergency Contact #2

[WC exp 12/31/2015]

1006 Verdant St.

The Dalles OR 97058

541-296-3202 cell

buce@charter.net

Museum Staff:

Paula Kuttner, Executive Director

541-296-6715

pdkuttner@hotmail.com

Hilary Hines, Manager

hhines@gorge.net

541-296-8993

Leona McManman, Docent

541-296-3862

leonamcmanman@charter.net

Corinne Seims, Docent

cseims@yahoo.com

541-288-3420

corinneseims@gmail.com

Elizabeth Wallis, Docent/Events

971-225-0506

firefly1345@gmail.com

Davien Lundin, Docent

Museum Emergency Contact #3

503-807-1381

davienlundin@gmail.com

Brittany Bernbaum, Docent

541-993-0408

b_bernbaum@yahoo.com

Bob McNary, Groundskeeper

541-541-296-3313

bgmcnary@charter.net

Sally Forster, Asst. Groundskpr

The Dalles, Oregon

Volunteers

Sam Woolsey

541-980-8640

Government contacts:

City of The Dalles

Julie Krueger, City Clerk

313 Court Street

The Dalles, Oregon 97058

541-296-5481 Ext 8

jkrueger@ci.the-dalles.or.us

Wasco County

Wasco County Board of CC

511 Washington Street, Suite 302,

The Dalles, OR 97058

Scott Hege, Commissioner/Chair

(541) 506-2522 cell: (541) 288-1616

email: ScottH@co.wasco.or.us

Steve Kramer, Commissioner

(541) 506-2524 cell: (541) 993-2051

email: SteveK@co.wasco.or.us

Rod Runyon, Commissioner

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email: RodR@co.wasco.or.us

Kathy White, Executive Assistant

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541-506-2552

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Sue Stephens, Office Manager

511 Washington Street, Suite 101,

The Dalles, OR 97058

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Monica Morris, Finance Manager

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MonicaM@co.wasco.or.us

Chad Krause, County Treasurer

541-506-2772

email: chadk@co.wasco.or.us

Barbara Case, Payroll/HR

(541) 506-2775

BarbaraC@co.wasco.or.us

Fred Davis, Facilities Manager

541-606-2553

email: FredD@co.wasco.or.us

Paul Ferguson, (Information Serv)

541-506-2554

email: PaulF@co.wasco.or.us

Scott Lufkin (Services Tech)

541-506-2549

email: ScottLu@co.wasco.or.us

Fort Dalles Days July 2013



Eagle Quest Drummers at Fort Dalles

Blacksmith Jim Von Mosch will demonstrate the age old art of blacksmithing during Family Fun Day at Fort Dalles Museum and Anderson Homestead on Saturday July 20th. He will forge the metal using tools to hammer, bend, and cut into useful objects. (Photo by Sean Sperry)



2013 was the last ride for the Umatilla House Omnibus. It was retired from parade duty by the Museum Commission in July 2014.

August 2013 Wasco County Fair Exhibit

Cooperative display with Fort Dalles Museum, Original Wasco County Courthouse, and the Rorick House.



Reconnect to the River in October 2013



Reconnect to the River – Fort Dalles Museum with other history venues.



Fourth Sunday at the Fort

Rain or Shine, the summer concerts have been very popular. Admission is free but donations are always accepted.



Museum Commission

Sam Woolsey attended his last Museum Commission meeting in December 2013. He served on the board for almost 2 decades! Here is Randy Kaatz, President of the Ft Dalles Museum/Anderson Homestead Foundation presenting him with some tokens of appreciation. The Museum Commission had a little party for Sam at our December 2013 meeting.

Shortly after Sam retired, the commission lost another member with the passing of Bog Carsner.



2013 Christmas Open House



DAR Commemorates Last Standing Building of Fort Dalles



Celilo Daughters of American Revolution ceremony dedicat-

Preserving Our History

April 4, 2014 The Dalles Chronicle: Jose Ibaira of Brown Roofing Company of The Dalles splits a shake to size as he replaces a roof on the Anderson Homestead barn at Fort Dalles Museum. Piled at his feet are a selection of shakes, which he sorts and splits for placement. The roof is being reconstructed as it was originally built, with the shakes nailed directly to the roofing slats, with no paper or plywood beneath. Half of the \$12,685 project cost was funded through an Oregon Heritage Grant awarded by the Oregon Parks and Recreation Department (ORPD) and the Oregon Heritage Commission. The grant was matched by museum funds. *Photo by Mark Gibson. Reprinted from The Dalles Chronicle.*



Summer Started Early 2014



Visitors arrived early in March this year. The museum was opened in March — the earliest it has opened in several years. Cruise ships and private groups have called on the museum this year.





Bike Friendly and Hospitality Certified

Corrine, Leona, Davien, Paula, Elizabeth, Hilary, and Melanie attended Hospitality U and took the certification course online through Travel Oregon. The museum is one of the few to have all staff trained/certified.

Fort Dalles Museum joined other businesses in The Dalles to become Bike Friendly.

Weddings at Fort Dalles

The historic Fort Dalles grounds has become a popular location at which to get married as well as hold wedding receptions. Docent Elizabeth Wallis has been in charge of events for the museum.

There have been at least one wedding each month during the summer; two weddings on some weekends.

Fourth Sunday at the Fort concerts and Civil War Volunteers Encampment have also been held on the grounds.





Saturday, July 20, 2013

10:00 a.m. to 4:00 p.m.

FORT DALLE'S DAYS

Fort Dalles Museum and
Anderson Homestead
500 W. 15th & Garrison



Activities

Blacksmith Demo - Jim Von Mosch
Rope making for kids — Leon Smith
Wagon rides to the Rorick House 1pm to 4pm
4-H animals in the Anderson barn
Raptor demo by Columbia Gorge Discovery Center
Kid games by Columbia Gorge Discovery Center



Participating Historical Groups

Original Wasco Co. Courthouse
Wasco County Pioneers
Sherman County Historical Museum
Columbia Gorge Genealogy Society
Dufur Historical Society Museum
Wasco Co. Historical Society
Columbia Gorge Discovery Center

Food — 10am to 4pm

Windward Center - Kettle Korn
A.C.T.S. - hamburgers, hot dogs, drinks
Indian Parent Committee - Indian fry bread



Fort Dalles Museum and
Anderson Homestead
Open for Tours
10am-5pm

Bring the Family!

Activities for all Ages!
Something for everyone!



Entertainers:

Dufur Boys - Music 1pm to 4pm
Eagle Quest Drummers
Columbia Gorge Fibre Guild - spinners

Raffle baskets - tickets sold by the Fort Dalles Floozies
Fort Dalles Commissary - Hosted by the Fort Dalles Floozies
The Dalles Area Chamber of Commerce - Charm bracelets for Charm Trail

Vendors from A to Z and more!

Pony Rides—line led rides by Classic Carriages next
to Anderson Barn
Old time photo booth - Kim Morgan Captures



4th Sunday at the Fort!



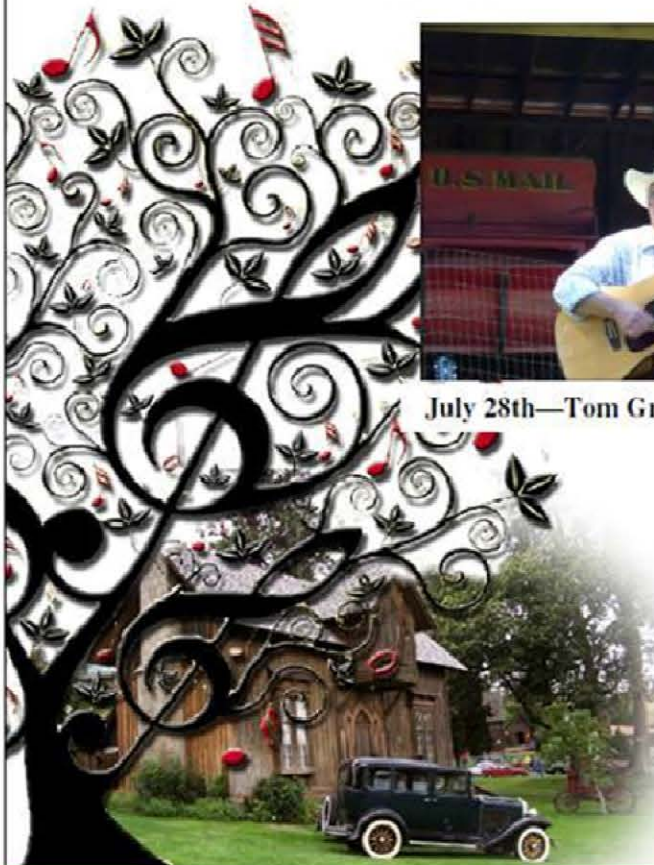
June 23rd - Strawberry Mountain Band.

FREE ADMISSION!

Donations for the museum are appreciated!

4:00 p.m. to 6:00 p.m.

**Come Enjoy the Concerts
on the grounds of old Fort Dalles!**



July 28th—Tom Graff plays Honky Tonk

**Bring your
own chairs,
blankets,
picnic basket
and enjoy the
afternoon!**



August 25th—Gorge Winds Jazz Band.

500 W. 15th and Garrison Street For info: 541-296-4547
Sponsored by the Fort Dalles Museum and Anderson Homestead

Fort Dalles Museum is pleased to welcome
The Idaho Civil War Volunteers

September 7th & 8th, 2013



FREE ADMISSION!

ACTIVITIES INCLUDE

- Union and Confederate Camps
- Artillery and Cannon Firing Demonstrations
- Camp Life of the Average Soldier
- Black Powder Musket Drills
- ...and an 1860's Union Gatling Gun!

OPEN 10:00 AM—5:00 PM

All Ages Welcome!

Fort Dalles Museum 500 W. 15th St. The Dalles OR 97058 541-296-4547
Fort Dalles Museum is on Facebook!



**June 22nd
Strawberry
Mountain Band**



**July 27th
Tom Graff
plays Honky Tonk**



**August 24th
Kelly Martin
Country Bluegrass**

4th Sunday at the Fort

FREE ADMISSION!
Donations for the museum
are appreciated!
4:00 p.m. to 6:00 p.m.
Come and enjoy the music!

Bring your own chairs, blankets, picnic basket and
enjoy the concerts on the grounds of Historic Fort Dalles!

500 W. 15th and Garrison Street For info: 541-296-4547
Sponsored by the Fort Dalles Museum

Agenda Item
Home at Last Request

- [Request Letter](#)

September 30, 2014

Chairman, Commissioner Scott Hege
Wasco County Commission
511 Washington St., #302
The Dalles, Oregon 97058

Re: Home At Last Request for Property

Dear Commissioner Hege,

At the August 20, 2014 Wasco County Commission meeting the Commissioners and Home At Last (HAL) representatives discussed the options presented for ownership and/or lease of the property where the animal shelter is located. The HAL representatives explained the reasoning behind their continued request for ownership of the property.

HAL again asked the Commissioners to respond to HAL's previous request to have the property where the Animal Shelter is currently located deeded to HAL with a revisionary clause returning the property to Wasco County in the event HAL ceased to operate the Shelter. This request has been before the Wasco County Commission for a year.

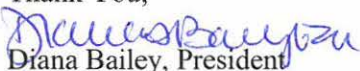
At your direction, as the Chairman of the Wasco County Commission, a Committee of Commissioner Steve Kramer, Tyler Stone, and HAL President Diana Bailey was formed to discuss options and return to the Commission with a recommendation the end of September or first of October. The minutes of that meeting do not reflect that timeline, but those present feel a review of the recording will support their memory.

Due to scheduling conflicts, Tyler Stone and HAL President Diana Bailey were able to meet informally on September 15, 2014. The full committee was not able to meet until September 25, 2014. At the beginning of the September 25, 2014 meeting Commissioner Kramer was asked if the Commission was going to vote on the request. Throughout the course of the meeting various options were discussed on ways Wasco County and HAL could partner in the best interest of providing animal control for Wasco County. When asked again if Wasco County Commissioners were going to vote on the issue Commissioner Kramer and Tyler Stone both stated their recommendation would be to not give the property to HAL. They would support/recommend a 20 year lease with a 6-month termination clause for failure to meet County expectations. HAL President Bailey and Board Member Kathy Norton agreed, in the event Wasco County would not deed the property to HAL, the long-term lease and change in termination clause would be something they could recommend to the HAL Board.

The HAL Board of Directors met Monday, September 29, 2014 to hear a report from President Bailey and Kathy Norton. The consensus of the HAL Board was ownership of the property is still the top priority. Owning the property the animal shelter occupies is the best way to ensure the goals and mission of Home At Last will continue to be met into the future.

This purpose of this letter is to ask that you, as Chairman of the Wasco County Commission, put this issue for response to HAL's request on the Wasco County Commission agenda the first of October as directed at the August 20, 2014 Commission meeting.

Thank You,


Diana Bailey, President
Home At Last Board of Directors

CC: Commissioner Kramer
Commissioner Runyon
HAL Board Members

Agenda Item

Executive Session

- [RETURN TO AGENDA](#)

Fiscal Year 2014-'15

Y-T-D

Y-T-D
13-'14

Account	July	August	September	October	November	December	January	February	March	April	May	June	2014-15 Totals
INCOME													
Regular Admissions	\$1,666.00	\$1,481.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,547.00
Admissions/Cruise Ships	\$1,020.00	\$820.00	\$1,524.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,364.00
Adm/CC(ship and reg)	\$101.50	\$49.00	\$20.00										
Donation Jar	\$187.14	\$94.73	\$166.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$448.14
Donations by Patrons	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
Membership Dues	\$85.00	\$30.00	\$185.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
Museum Store Sales	\$511.70	\$482.60	\$241.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,235.75
Museum Store CC Sales	\$0.00	\$117.30	\$77.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.10
Total Revenue	\$3,569.84	\$3,025.63	\$3,594.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,189.99
Attendance													
Adults	160	115	92	0	0	0	0	0	0	0	0	0	367
Senior	199	185	181	0	0	0	0	0	0	0	0	0	565
Student	70	37	15	0	0	0	0	0	0	0	0	0	122
Group	0	43	11	0	0	0	0	0	0	0	0	0	54
Cruise Ship	207	284	118	0	0	0	0	0	0	0	0	0	609
Memberships	3	2	0	0	0	0	0	0	0	0	0	0	5
Complimentary	15	16	23	0	0	0	0	0	0	0	0	0	54
Total Attendance	654	682	440	0	0	0	0	0	0	0	0	0	1776
Volunteer Hours	89.75	21.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.25
Volunteer Numbers	8	7	0	0	0	0	0	0	0	0	0	0	15

4,226.00
28.001379.28
315.00
38.5001904.85
8
8238.13387
499
124
537
31
266
1367
148
4

FY 2013-'14

Account	July	August	September	October	November	December	January	February	March	April	May	June	2013-14 Totals
INCOME													
Admissions	\$1,528.00	\$1,657.00	\$1,041.00	\$500.00	\$67.00	\$0.00	\$0.00	\$8.00	\$469.00	\$450.00	\$1,796.00	\$996.00	\$8,512.00
Admissions/Cruise Ships	\$0.00	\$0.00	\$28.00	\$504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$832.00	\$1,004.00	\$2,368.00
Donation Jar	\$676.32	\$504.41	\$198.55	\$174.06	\$0.00	\$0.00	\$0.00	\$11.46	\$84.55	\$45.35	\$146.20	\$80.60	\$1,921.50
Donations by Patrons	\$115.00	\$200.00	\$0.00	\$115.00	\$15.00	\$2,057.00	\$425.00	\$100.00	\$0.00	\$0.00	\$0.00	\$135.00	\$3,162.00
Membership Dues	\$300.00	\$85.00	\$0.00	\$1,795.00	\$1,090.00	\$405.00	\$1,050.00	\$170.00	\$30.00	\$15.00	\$100.00	\$205.00	\$5,245.00
Museum Store Sales	\$748.00	\$649.75	\$507.10	\$331.55	\$29.50	\$28.95	\$0.00	\$26.15	\$288.95	\$541.70	\$331.84	\$533.55	\$4,017.04
Museum Store CC Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$3,367.32	\$3,096.16	\$1,774.65	\$3,419.61	\$1,201.50	\$2,490.95	\$1,475.00	\$315.61	\$872.50	\$1,052.05	\$3,206.04	\$2,954.15	\$25,225.54
Attendance													
Adults	151	145	91	28	5	0	0	0	55	50	65	80	670
Senior	162	212	125	87	10	0	0	2	34	38	96	154	920
Student	53	54	17	12	2	0	0	0	15	13	40	92	298
Group	24	10	19	0	0	0	0	0	0	24	15	8	100
Cruise Ship	0	0	7	126	0	0	0	0	14	194	251	249	841
Memberships	20	1	10	2	0	0	0	0	0	0	1	7	41
Complimentary	5	6	255	2	0	0	0	0	6	11	13	19	317
Total Attendance	415	428	524	257	17	0	0	2	124	330	481	609	3187
Volunteer Hours	126.00	0.00	22.00	9.75	7.00	0.00	34.00	0.00	5.00	21.50	15.00	76.75	316.50

Home At Last Thoughts - Hege

Primary Elements:

1. *Home At Last* provides sheltering function for County and City as long as they are in operation as per current agreement or revised agreement
2. All cell tower revenues and rights are maintain by County and additional leases for other towers will not be unreasonably withheld
3. Using the property for collateral for debt financing not allowed
4. Property ownership reverts to County if sheltering services to the County or City cease or *Home At Last* ceases to exist

Other Elements:

- Sheltering services will be not contracted out; *Home At Last* will operate the facility unless otherwise agreed to by the County and City.
- Home At Last will operate animal licensing program and follow applicable ORS for licensing and tracking of the monies and report operations to the County and City on an agreed on timeframe.
- When required by law enforcement or when medically necessary, euthanasia and disposal is the responsibility of the Home At Last.
- No County or City custody dog will be released or disposed of until an intake slip is signed by the agency in custody.
- Property will be returned in good condition if they leave. Property will be clean of any environmental hazards, etc.
- Other elements as agreed on during the development of final documents.