

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION / AGENDA TUESDAY, JUNE 30, 2015
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 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.

2:00 p.m.

CALL TO ORDER

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

2:00 p.m. [Tanawashee Subdivision Plat](#) – Ben Beseda, Tenneson Engineering

2:10 p.m. [Budget Adjustments](#) – Monica Morris

2:20 p.m. [Center for Living Lease](#) – Fred Davis

2:30 p.m. [LIDAR Amendment](#) – Angie Brewer

2:40 p.m. [Juvenile Crime Prevention Agreement](#) – Molly Rogers

2:45 p.m. [Performance Management Policy](#) – Molly Rogers/Lane Magill

**NEW / OLD BUSINESS
ADJOURN**



WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JUNE 30, 2015

PRESENT: Scott Hege, Commission Chair
Rod Runyon, County Commissioner
Steve Kramer, County Commissioner
STAFF: Kathy White, Executive Assistant
ABSENT: Tyler Stone, Administrative Officer

At 2:00 p.m. Chair Hege opened the Special Session of the Board of Commissioners with the Pledge of Allegiance. Additions to the Discussion List:

- Staff Resignation
- Clerk's Position

Agenda Item – Tawnawashee Subdivision Plat

Ben Beseda from Tenneson Engineering explained that this plat is for a twelve-lot subdivision in Mosier; it has been through the City processes and approved and signed by the City of Mosier. He went on to say that this is phase one of a five-phase subdivision; all the infrastructure and improvements are complete.

Commissioner Runyon asked where in Mosier it is located. Mr. Beseda replied that it is between the Mosier Bluff subdivision and the old ODOT quarters where the land is fairly undeveloped.

Commissioner Runyon asked if water will be a problem. Mr. Beseda responded that the city has water available to support the subdivision.

Chair Hege asked if it is being done in phases to see what the market is for homes. Mr. Beseda replied affirmatively.

**{{{Commissioner Runyon moved to approve the Tawnawashee Plat.
Commissioner Kramer seconded the motion which passed unanimously.}}}**

Agenda Item – Budget Adjustments

Finance Director Monica Morris stated that the 911 budget has been a struggle; this is an example of why communication between department directors and staff is key. She explained that personnel is budgeted to what is known at the time the budget is adopted; if changes are not communicated as soon as they are known, it can be costly. She noted that this is the second time this has happened at 911.

Ms. Morris stated that 911 had some unexpected issues arise and staff were working so much that they could not use their vacation and holiday and when those reached their maximums, they had to be cashed out.

Chair Hege said that this seems to be a management issue. Ms. Morris agreed that it is a big part of it – she has talked with Chief Deputy Lane Magill. He is now apprised of the situation and has some changes going forward for managing that program. She said that another occurrence that has impacted the budget is the additional cost of insurance for one member of the 911 staff who had previously not been covered under the County policy. The addition of that person and their family was an increase of \$18,000 – significant enough that it could not be absorbed.

Ms. Morris reported that Sheriff's Office Manager Brenda Borders has worked with 911 Manager Jeanne Pesicka to take as much as possible out of Materials and Services; very little is coming from Contingency. She said that 911 stopped spending from that fund a couple of weeks ago in order to make sure the funds would be available for transfer.

{{{Commissioner Kramer moved to approve Order 15-061 transferring \$12,500 from 911 Communications Fund Materials & Services and \$5,000 Contingency to 911 Communications Personnel Services. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Morris said that the next adjustment is part of a learning curve for the Sheriff's Office and the Emergency Manager Kristy Beachamp. She explained that Ms. Beachamp is paid hourly by choice and therefore qualifies for overtime. She said that this position could be exempt and according to the salary survey, should be exempt. If it is not going to be exempt, then funds should be budgeted for overtime.

Chair Hege asked why the position is not exempt. Ms. Morris said that would be a question for the Sheriff.

{{{Commissioner Kramer moved to approve Order 15-062 transferring \$1,000 from Sheriff Emergency Management Materials and Services to Sheriff Emergency Management Personnel Services. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Morris said that the last adjustment is to pay for the \$32,000 the Board had voted to add to their contribution for Public Health. She explained that the amount budgeted for insurance costs is always based on Courtney insurance projections which are historically a little higher than the bill turns out to be. She said that that is why those funds are available now to transfer to North Central Public Health District; instead of using Contingency, these funds can be transferred.

{{{Commissioner Runyon moved to approve Order 15-063 transferring \$32,000 within General Fund Materials and Services. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Mid-Columbia Center for Living Lease

Facilities Manager Fred Davis said that one of the things he was interested in is changing the term of the lease. Previously the lease was for two years with a two-year extension. The new lease is for four years with two two-year extensions. He noted that it still has a termination clause should either party wish to discontinue the lease. He said that other changes were minor housekeeping issues. He said that there will be insurance documents to file with the lease that designate the County as additional insured. He reported that Center for Living has reviewed and approved the changes.

Chair Hege disclosed that he sits on the Board of Mid-Columbia Center for Living.

{{{Commissioner Runyon moved to approve the lease agreement between Wasco County and Mid-Columbia Center for Living to be effective 7.1.2015. Commissioner Kramer seconded the motion. Commissioners Kramer and Runyon voted "aye;" Chair Hege abstained from the vote. The motion passed.}}}

Agenda Item – LIDAR Contract Amendment

Planning Director Angie Brewer explained that the original contract had five deliverables; four have been delivered. She said that the amendment is to extend the time for the fifth deliverable as the data needs to be improved. She said that as she understands it, they will not need the full year; it should be done in a couple of months. She said she has talked to GIS Coordinator Tycho Granville, staff at DOGAMI, Finance and Mr. Stone – all are comfortable with the time extension.

{{{Commissioner Runyon moved to approve Amendment 1 to DOGAMI Agreement #413-04112014. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Juvenile Crime Prevention IGA

Youth Services Director Molly Rogers said that this agreement is similar to what the Board has seen in the past; this is basic and the funds have come to the County since 1999. She said that these funds are to pay for juvenile detention at NORCOR.

Chair Hege asked if the costs for NORCOR exceed the funding from this grant. Ms. Rogers replied that they do.

{{{Commissioner Kramer moved to approve Juvenile Crime Prevention Basic Services Agreement 13238 for \$66,568. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion Item – Staff Resignation

Ms. White reported that Finance Director Monica Morris has submitted her resignation. She stated that Mr. Stone is asking to be granted the authority to work with Debbie Smith-Wagar to engage her services to act as Finance Department Director until such time as the County can hire a replacement for Ms. Morris. Ms. White said that Ms. Morris has been in communication with Ms. Smith-Wagar to begin that

transition.

Ms. Morris said that she talked to Mr. Stone on Friday and he had asked that she talk to Ms. Smith-Wagar to work on that.

*****The Board was in consensus to grant Administrative Officer Tyler Stone the authority to engage Ms. Smith-Wagar to act as Finance Director until such time as the County can hire a replacement for Finance Director Monica Morris.*****

Commissioner Kramer thanked Ms. Morris for her services saying that she had provided him with a great deal of valuable education. He said he looks forward to continuing their relationship and wishes her the best. Chair Hege and Commissioner Runyon added their thanks and well-wishes.

Agenda Item – Performance Management Policy

Chair Hege asked Ms. Rogers if she had seen the email outlining CIS's suggested changes to the proposed Policy. Ms. Rogers said that she had. She stated that she and Chief Deputy Magill would recommend passing the policy as proposed and then updating it in the near future. She said that the policy is based on strategic planning and the Compensation Policy. She reported that HR Answers had provided the starting document which she and Chief Deputy Magill had discussed along with Sergeant Chris McNeel. Following those discussion, she and Chief Deputy Magill worked to tailor the policy to Wasco County, took it to Mr. Stone and then to the Management Team for input. Once the final changes were applied, they sent the document back to HR Answers for review and then to County Counsel who asked that language be added to indicate that if there were any conflicts between this policy and the Compensation Policy, the Compensation Policy would prevail; that language was added.

Ms. Roger went on to say that the email from CIS was received following completion of the policy. She said that she understands that the policy may be rigid but she and Chief Deputy Magill felt like they needed to put a "guard rail" on it. She suggested that it come back to the Board in October for review.

Commissioner Runyon asked if the policy might be approved with the suggested changes.

Ms. Rogers replied that she understands CIS's concerns as they are the ones who would

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defend the County in court. She said, as department heads, they have taken it as far as they can and feel some urgency so as to not slow the forward momentum – the process is feeling circular.

Chair Hege asked if what is being suggested is to approve the policy today and come back to the Board with the changes.

Ms. Rogers replied affirmatively saying the Board could set a deadline. Commissioner Runyon suggested September for the deadline.

Chief Deputy Magill said the email came at the 11th hour; it is difficult to make these adjustments so late.

Commissioner Kramer asked if Chief Deputy Magill is in agreement with Ms. Rogers to approve the policy today and come back with changes based on the CIS recommendations. Chief Deputy Magill replied that he is.

Chair Hege said that he thinks the changes can be made sooner; when the attorneys see issues, he does not think it wise to wait that long.

{{{Commissioner Runyon moved to approve the Wasco County Performance Management Policy as written to take effect July 1, 2015 and that the policy be reviewed by the Board at the August 19, 2015 session with special attention to comments from the CIS attorney. Commissioner Kramer seconded the motion which passed unanimously.}}}

Chair Hege adjourned the meeting at 2:45 p.m.

Ms. White stated that one item had been forgotten.

Chair Hege reconvened the meeting at 2:46 p.m.

Agenda Item – Clerk's Position

Chair Hege asked Commissioner Kramer to explain the process the County had used to fill the position of County Clerk. Commissioner Kramer said that there had been a full meeting of the Board on Thursday, June 25th. During that session, the Board and

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staff interviewed five of six applicants, the sixth applicant did not appear for her interview. He said at the end of that process, two candidates were identified as the top contenders for the position. The following day, June 26th, he participated along with County Assessor Jill Amery, County Clerk Linda Brown, Administrative Officer Tyler Stone and Ms. White for a second interview of the two top candidates – these interviews were less formal and allowed significant time for the candidates to ask questions. The candidates also spent time with the Clerk's staff.

Commissioner Kramer reported that the interview team and Clerk's staff unanimously agreed that, although both were excellent candidates, Lisa Gambee was their choice to fill the position.

Ms. White said that the ask today is to approve the offer letter (attached) to be sent to Ms. Gambee.

*****The Board was in consensus to send the offer letter for the position of County Clerk to Ms. Gambee.*****

Chair Hege said that Ms. Gambee is an exceptional person and will be a good addition. He said that up to now she has lived part-time in Tygh Valley and wants to be there full-time; they have owned property in Tygh Valley for 17 years.

Commissioner Runyon pointed out that she is already active in the County as she served as the facilitator for the formation of the South Wasco Alliance.

Chair Hege adjourned the session at 2:53 p.m.

Motions Passed

- To approve the Tawnawashee Plat.
- To approve Order 15-061 transferring \$12,500 from 911 Communications Fund Materials & Services and \$5,000 Contingency to 911 Communications Personnel Services.
- To approve Order 15-062 transferring \$1,000 from Sheriff Emergency Management Materials and Services to Sheriff Emergency Management Personnel Services.
- To approve Order 15-063 transferring \$32,000 within General Fund Materials and Services.

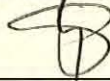
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- To approve the lease agreement between Wasco County and Mid-Columbia Center for Living to be effective 7.1.2015.
- To approve Amendment 1 to DOGAMI Agreement #413-04112014...
- To approve Juvenile Crime Prevention Basic Services Agreement 13238 for \$66,568.
- To approve the Wasco County Performance Management Policy as written to take effect July 1, 2015 and that the policy be reviewed by the Board at the August 19, 2015 session with special attention to comments from the CIS attorney.

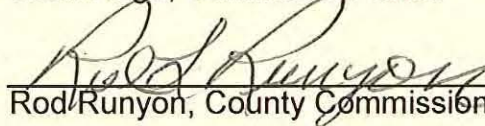
Consensus

- To grant Administrative Officer Tyler Stone the authority to engage Ms. Smith-Wagar to act as Finance Director until such time as the County can hire a replacement for Finance Director Monica Morris.
- To send the offer letter for the position of County Clerk to Ms. Gambee.

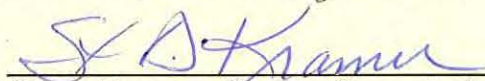
WASCO COUNTY BOARD
OF COMMISSIONERS



Scott Hege, Commission Chair



Rod Runyon, County Commissioner

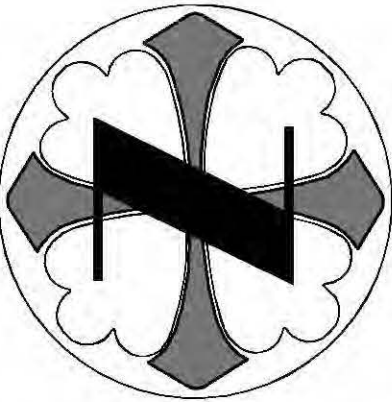


Steve Kramer, County Commissioner

Agenda Item

Tanawashee Subdivision Plat

- [Plat Drawings](#)
- [Plat Notes](#)
- [Surveyor's Certificate, Approvals, Dedication, Acknowledgement, Narrative](#)



0' 60' 120' 240'
SCALE IN FEET

TANAWASHEE SUBDIVISION, PHASE 1

TAX LOTS 02N-11E-1CC 2200, 4000, AND 4100
LYING IN THE W1/2 OF THE MOSIER DLC AND IN
GOV'T LOT 4, SECTION 1, TOWNSHIP 2 N., RANGE 11 E., W.M.
CITY OF MOSIER, WASCO COUNTY, OREGON
JUNE 17, 2015

WASCO COUNTY
SURVEYOR'S OFFICE

Survey No. _____
Filed _____
By _____

RECORDING INFORMATION

Document Number _____
Plat Number _____
Slide Number _____

OWNER:

MOSIER HEIGHTS, LLC
01421 SW MILITARY ROAD
PORTLAND, OREGON 97219
STEVE BACHELDER, MANAGER

SHEET INDEX:

- SHEET 1: OVERALL MAP AND INDEX
- SHEET 2: LOTS 1-11 DETAIL AREA
- SHEET 3: LOT 1 DETAIL AREA
- SHEET 4: REFERENCES, PLAT NOTES, CURVE AND LINE TABLES
- SHEET 5: SIGNATURE BLOCKS, NARRATIVE SURVEYOR'S CERTIFICATE AND SPECIAL EXCEPTION LISTING

LEGEND:

- ⊙ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "B BESEDA PLS 50800"
- ⊙ FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.
- (E) EXISTING

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



REGISTERED
PROFESSIONAL
LAND SURVEYOR

FOR REVIEW ONLY

OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

EXPIRES: 12/31/2015

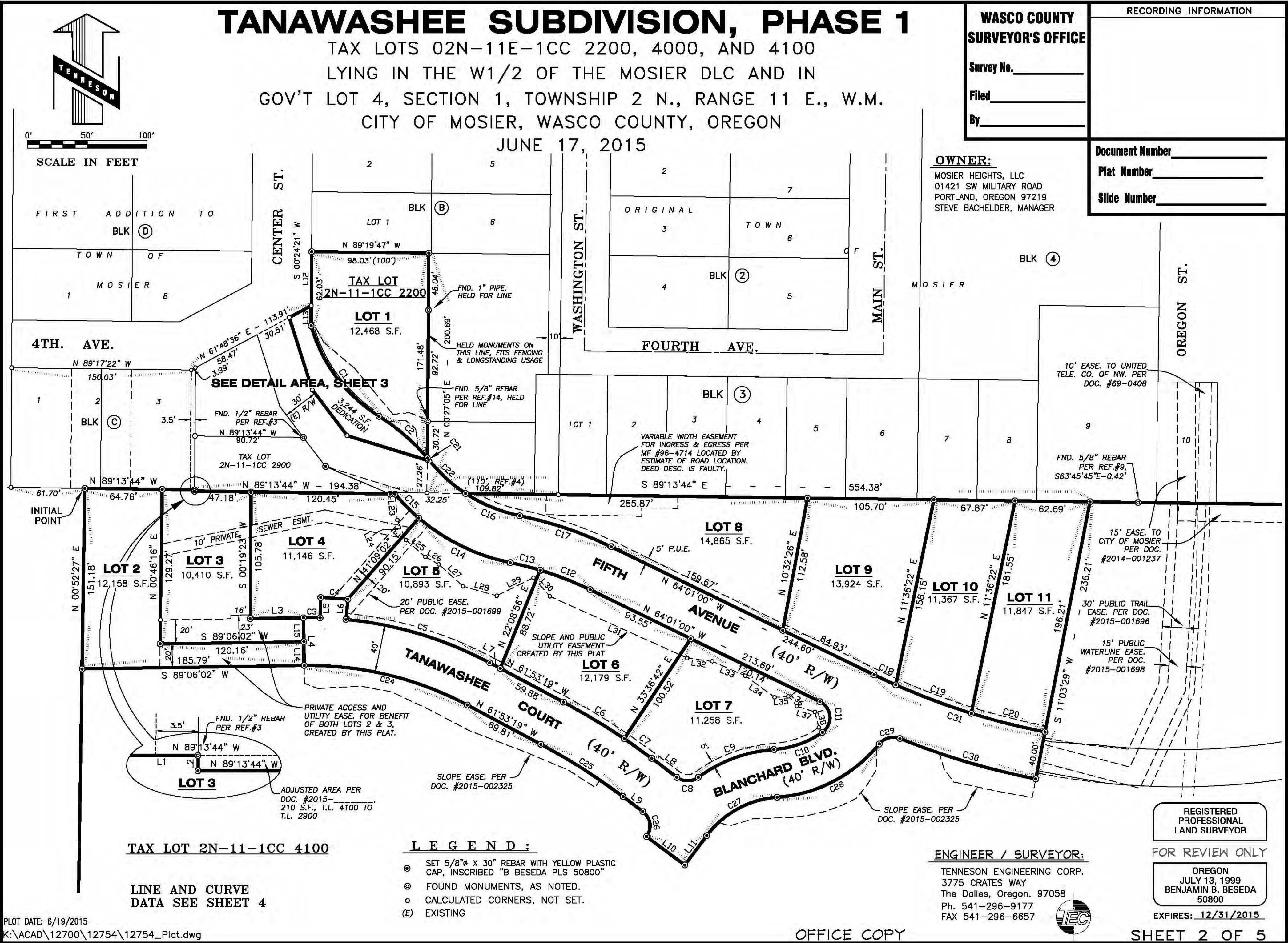
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SHEET 1 OF 5

W.O. #12754plat

PLOT DATE: 6/17/2015

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TANAWASHEE SUBDIVISION, PHASE 1

TAX LOTS 02N-11E-1CC 2200, 4000, AND 4100
LYING IN THE W1/2 OF THE MOSIER DLC AND IN
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CITY OF MOSIER, WASCO COUNTY, OREGON

JUNE 17, 2015

WASCO COUNTY
SURVEYOR'S OFFICE

Survey No. _____

Filed _____

By _____

PLOT DATE: 6/19/2015

RECORDING INFORMATION

Document Number _____

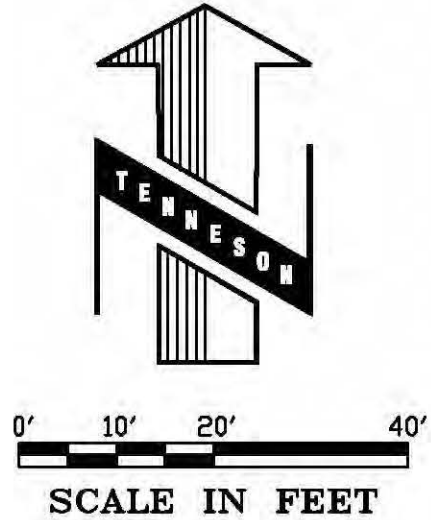
Plat Number _____

Slide Number _____

OWNER:

MOSIER HEIGHTS, LLC
01421 SW MILITARY ROAD
PORTLAND, OREGON 97219
STEVE BACHELDER, MANAGER

LINE	BEARING	DISTANCE
L16	N 64°44'50" W	16.77'
L17	S 84°06'19" W	13.79'
L18	N 39°38'30" W	27.62'
L19	N 40°09'24" W	22.86'
L20	N 49°44'45" W	33.50'
L21	N 28°43'45" W	21.85'
L22	S 00°24'21" W	5.40'



LEGEND:

- T — T — T — OVERHEAD TELEPHONE CABLE
- DHE — OVERHEAD ELECTRIC POWER LINE
- PP ● EXISTING POWER POLE
- x-x-x-x-x-x-x-x-x-x- EXISTING FENCE LINE

LEGEND:

- ⊙ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "B BESEDA PLS 50800"
- ⊙ FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.
- (E) EXISTING

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



REGISTERED
PROFESSIONAL
LAND SURVEYOR

FOR REVIEW ONLY

OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

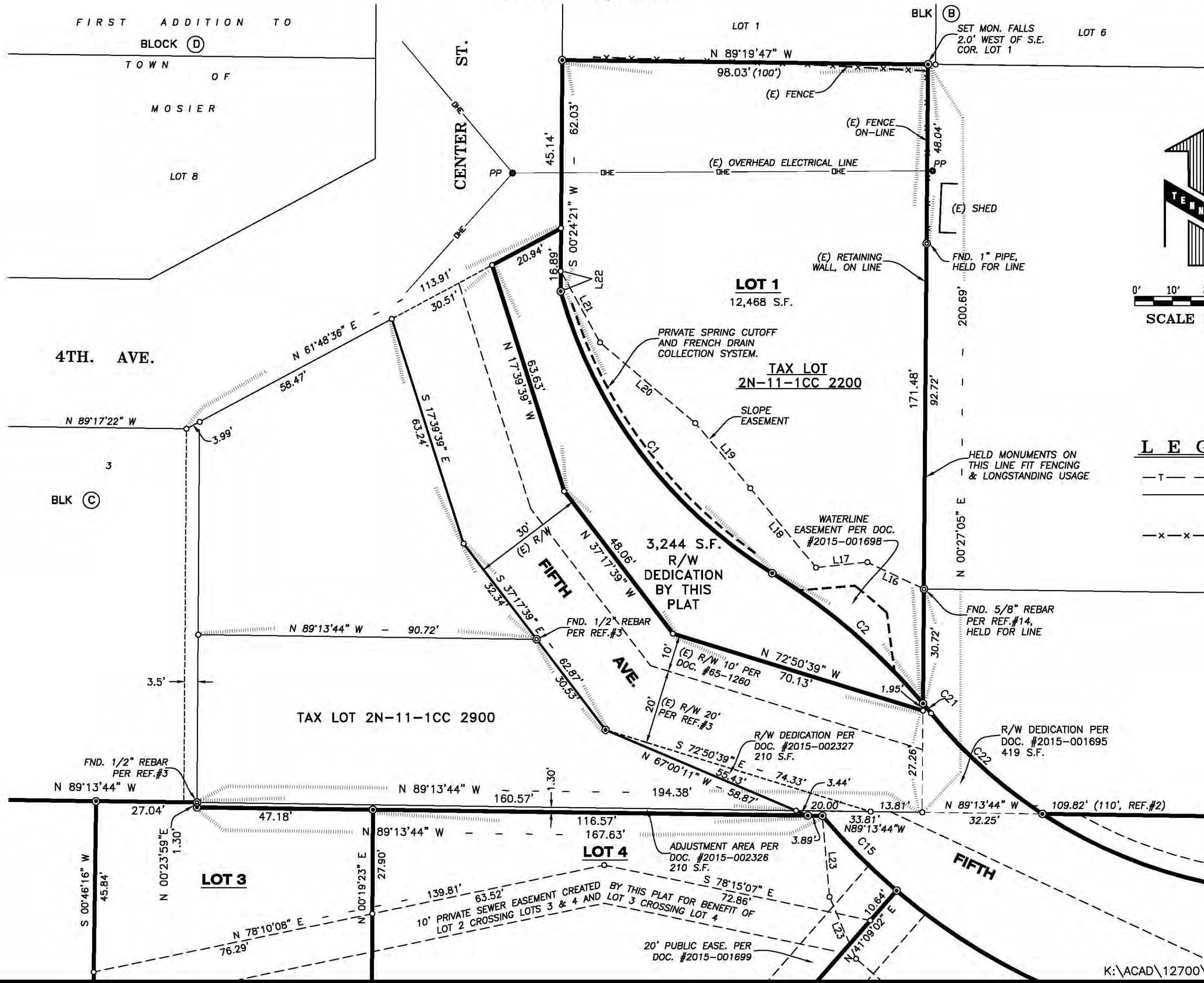
EXPIRES: 12/31/2015

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SHEET 3 OF 5

W.O. #12754plat

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TANAWASHEE SUBDIVISION, PHASE 1

TAX LOTS 02N-11E-1CC 2200, 4000, AND 4100
LYING IN THE W1/2 OF THE MOSIER DLC AND IN
GOV'T LOT 4, SECTION 1, TOWNSHIP 2 N., RANGE 11 E., W.M.
CITY OF MOSIER, WASCO COUNTY, OREGON

JUNE 17, 2015

REFERENCES:

- 1) MOSIER MONUMENT SURVEY
BY HANER, ROSS & SPORSEEN
FEBRUARY 1976
CS #E-15-7
- 2) FIRST ADDITION TO TOWN OF MOSIER
BY A. W. MOHR
RECORDED DECEMBER 29, 1909
SLIDE A-002
- 3) PARTITION PLAT 94-0039
FOR BLANCHARD
BY WYEAST SURVEYS
RECORDED DECEMBER 28, 1994
MICROFILM #94-5726 (SLIDE B-187)
C.S. #9-081
- 4) PROPERTY LINE ADJUSTMENT
FOR L. ROUCHES
BY WYEAST SURVEYS
APRIL 1997
C.S. #10-094
- 5) PROPERTY LINE ADJUSTMENT
FOR T. WATSON
BY WYEAST SURVEYS
JULY 1994
C.S. #9-027
- 6) SURVEY IN BLOCK 9, TOWN OF MOSIER
FOR M. KOERNER
BY WYEAST SURVEYS
OCTOBER 1998
C.S. #11-022
- 7) SURVEY IN BLOCK 9, TOWN OF MOSIER
FOR BYRD & KOERNER
BY DLC SURVEYING
MARCH 1988
C.S. #5-182
- 8) PARTITION PLAT 2003-0011
FOR WALLACE & LONG BY
TENNESON ENGINEERING CORP (WO#10756)
RECORDED JULY 3, 2003
MF#2003-3836 (SLIDE C-193B)
C.S. #12-163
- 9) SURVEY FOR GARY & DON BLANCHARD
BY HANER, ROSS & SPORSEEN
SEPTEMBER 1978
C.S. #D-15-6
- 10) SURVEY FOR D. BLANCHARD
BY DLC SURVEYING
SEPTEMBER 1981
C.S. #4-137
- 11) SURVEY FOR B. SIMPSON
BY DLC SURVEYING
DECEMBER 1981
C.S. #4-155
- 12) SURVEY FOR D. BLANCHARD
BY DLC SURVEYING
JUNE 1982
C.S. #5-017
- 13) FIELD NOTES AND SURVEY OF
TOWN OF MOSIER
FOR J. N. MOSIER
BY A. W. MOHR
RECORDED MAY 31, 1904
VOLUME 37, PAGE 596
- 14) SURVEY FOR REMAX RESULTS INC.
BY WYEAST SURVEYS
FILED FEBRUARY 25, 2008
C.S. #15-100
- 15) SURVEY OF LOT 1, BLOCK 3
TOWN OF MOSIER
BY C.DENNIS KRAMER
APRIL 1989, REV. JUNE 3, 1996
C.S. #1939

PLAT NOTES:

- 1. BEARINGS BASED ON THE SOUTH LINE OF THE MOSIER D.L.C. No. 37 AS USED IN REFERENCE No. 1. ESTABLISHED BETWEEN THE MONUMENT FOUND AT THE SOUTHWEST CORNER AND ONE-HALF POINT ON THE SOUTH LINE AS SHOWN ON SHEET 1.
- 2. THE SUBJECT PROPERTIES LIE IN ZONE "X" ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 410234 0001B FOR THE CITY OF MOSIER, WASCO COUNTY, OREGON EFFECTIVE DATE, FEBRUARY 19, 1989.
- 3. ARCHAEOLOGY: IF DURING DEVELOPMENT ACTIVITIES CULTURAL MATERIAL IS ENCOUNTERED (E.G. PREHISTORIC STONE TOOLS OR FLAKING DEBRIS, HUMAN REMAINS, HISTORIC MATERIAL CACHES) ALL ACTIVITIES SHALL CEASE AND A PROFESSIONAL ARCHAEOLOGIST SHALL BE CONTACTED TO EVALUATE THE DISCOVERY. IMPACTS TO ARCHAEOLOGICAL OR NATIVE AMERICAN GRAVES AND CULTURAL ITEMS ARE PUNISHABLE UNDER STATE LAW (ORS 358.905 TO 358.955 & ORS 97.740 TO 97.760) WHETHER OR NOT A CULTURAL RESOURCE INVENTORY HAS BEEN COMPLETED.
- 4. SYSTEM DEVELOPMENT CHARGES: SYSTEM DEVELOPMENT CHARGES (SDC'S) FOR EACH LOT IN THIS SUBDIVISION SHALL BE PAID PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR EACH HOME. THE APPLICABLE SDC SHALL BE THE CHARGE IN EFFECT AT TIME OF BUILDING PERMIT APPLICATION.
- 5. BUILDING CODE: ALL BUILDING, CONSTRUCTION AND DEVELOPMENT OCCURRING ON THIS PROPERTY SHALL BE IN ACCORDANCE WITH THE STATE'S BUILDING AND FIRE CODES.
- 6. GRADING PLAN AND EROSION CONTROL: GRADING PLANS FOR INDIVIDUAL LOTS WILL BE REVIEWED BY THE CITY ENGINEER FOR COMPLIANCE WITH THE EROSION CONTROL PLAN AND ANY SPECIAL REQUIREMENTS TO HELP ENSURE ALL MATERIALS, INCLUDING BOULDERS, STAY ON SITE. NO WORK SHALL BEGIN AND NO BUILDING PERMITS SHALL BE ISSUED UNTIL THE CITY ENGINEER APPROVES THE GRADING PLANS.
- 7. GRADING SETBACKS: LOTS WERE APPROVED AT THE SIZE AND DIMENSION SHOWN TO ACCOMMODATE SINGLE-FAMILY DEVELOPMENT. SLOPES AT THE SITE ARE SUCH THAT EXTENSIVE GRADING MAY BE REQUIRED TO ACCOMMODATE DWELLINGS, ACCESS AND ACCESSORY STRUCTURES. CUT AND FILL MUST BE RESOLVED OR RETAINED TO MEET EXISTING GRADE NO CLOSER THAN 5 FEET FROM THE SIDE AND REAR PROPERTY LINES OF EACH LOT TO ENSURE THAT GRADING ACTIVITY ON ONE LOT DOES NOT ADVERSELY AFFECT THE ABILITY TO DEVELOP AN ADJOINING LOT. THIS CONDITION MAY BE WAIVED WHEN A SINGLE DEVELOPER DEVELOPING LOTS ON BOTH SIDES OF A COMMON PROPERTY LINE CAN DEMONSTRATE THAT HOMES ON BOTH LOTS CAN SAFELY BE DEVELOPED WITHOUT COMPROMISE TO EITHER BUILDING SITE WITHOUT IMPOSITION OF THE SPECIAL GRADING SET BACK. ALL SITE GRADING DONE TO ACCOMMODATE RESIDENTIAL UNITS SHALL BE PERFORMED IN COMPLIANCE WITH STATE OF OREGON STRUCTURAL SPECIALTY CODE, CHAPTER 29, AND APPENDIX CHAPTER 70 OF THE UNIFORM BUILDING CODE.
- 8. STORMWATER MANAGEMENT: STORMWATER GENERATED ON SITE SHALL BE RETAINED ON SITE SO THAT POST-DEVELOPMENT RATES OF DISCHARGE DO NOT EXCEED PRE-DEVELOPMENT RATES OF DISCHARGE. LOW IMPACT DEVELOPMENT METHODS SHALL BE EMPLOYED ON EACH LOT TO FACILITATE OF STORMWATER INFILTRATION.
- 9. FURTHER DIVISION: NONE OF THE LOTS OR TRACTS CREATED IN THIS PLAT SHALL BE FURTHER DIVIDED.
- 10. SUBDIVISION MONUMENTS STARTED ON FEBRUARY 18 AND COMPLETED ON APRIL 9, 2015.
- 11. 40 FOOT AMENDED ACCESS AND UTILITY EASEMENT PER DOCUMENT #2015-001700, 2015-001701, 2015-001702, AND 2015-001703. THESE DOCUMENTS REPLACED PREVIOUS ACCESS AND UTILITY EASEMENTS BENEFITING ADJOINING TAX LOTS 2N-11E-1CC 4200 AND 4201 AND TAX LOTS 2N-11E-01CD 1500, 1700, 1800 AND 1900. DOCUMENT #82-1591 REMAINS THE APPURTENANT ACCESS EASEMENT FOR TAX LOT 2N-11E-01CD 1900. THIS DOCUMENT IS NOT MAPPED. DOCUMENT 82-1591 UTILIZED OREGON STREET TO ACCESS THE EXISTING ROADS ON THE SUBJECT PROPERTY AND THENCE TO THE BENEFITING PROPERTIES. THE OREGON STREET ROUTE IS NO LONGER DRIVABLE. THE OWNER OF TAX LOT 2N-11E-01CD 1900 HAS LONG UTILIZED CENTER STREET/FIFTH AVENUE TO ACCESS OTHER ROADS ON THE SUBJECT PROPERTY AND THENCE THEIR LAND. THIS HAS BEEN DONE WITHOUT PERMISSION OR EASEMENT FROM THE OWNER OF THE SUBJECT PROPERTY. EASEMENT PER DOCUMENT #2003-3692 REMAINS APPURTENANT TO TAX LOTS 02N-11E-01CD 4200 & 4201 AND IS ALSO SHOWN ON THE MAP. THE PROPERTY REMAINS SUBJECT TO UTILITY AGREEMENT PER DOCUMENT #81-2852 ALTHOUGH NO FUNCTIONING UTILITIES FROM THIS AGREEMENT ARE BELIEVED TO REMAIN IN PLACE.
- 12. THE TANAWASHEE SUBDIVISION, PHASE 1 IS SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS RECORDED AT DOCUMENT #2015-00____, DEED RECORDS OF WASCO COUNTY.
- 13. ALL DWELLING UNITS WITHIN THE TANAWASHEE SUBDIVISION, PHASE 1 SHALL BE EQUIPPED WITH ON-SITE FIRE SUPPRESSION SPRINKLERS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13-D.

WASCO COUNTY
SURVEYOR'S OFFICE

Survey No. _____

Filed _____

By _____

PLOT DATE: 6/17/2015

OWNER:

MOSIER HEIGHTS, LLC
01421 SW MILITARY ROAD
PORTLAND, OREGON 97219
STEVE BACHELDER, MANAGER

RECORDING INFORMATION

Document Number _____

Plat Number _____

Slide Number _____

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	42°38'32"	130.00'	96.75'	50.74'	S 36°51'27" E	94.53'
C2	18°05'02"	170.00'	53.66'	27.05'	S 49°08'12" E	53.43'
C3	02°29'52"	320.00'	13.95'	6.98'	S 89°39'01" E	13.95'
C4	03°52'17"	337.00'	22.77'	11.39'	S 86°27'57" E	22.77'
C5	22°38'29"	320.00'	126.45'	64.06'	S 73°12'34" E	125.63'
C6	05°58'13"	570.00'	59.40'	29.72'	N 58°54'13" W	59.37'
C7	02°50'49"	570.00'	28.32'	14.16'	N 54°29'42" W	28.32'
C8	73°24'09"	15.00'	19.22'	11.18'	S 89°46'22" E	17.93'
C9	32°35'14"	120.00'	68.25'	35.08'	S 69°49'11" W	67.33'
C10	31°12'03"	80.00'	43.56'	22.34'	N 70°30'46" E	43.03'
C11	118°55'45"	15.00'	31.14'	25.43'	N 04°33'08" W	25.84'
C12	09°11'13"	280.00'	44.90'	22.50'	N 68°36'37" W	44.85'
C13	05°17'40"	280.00'	25.87'	12.95'	N 75°51'03" W	25.86'
C14	28°58'29"	170.00'	85.97'	43.92'	S 64°00'39" E	85.06'
C15	09°32'24"	170.00'	28.31'	14.19'	S 44°45'13" E	28.27'
C16	21°44'15"	130.00'	49.32'	24.96'	S 67°37'46" E	49.03'
C17	14°28'53"	320.00'	80.88'	40.66'	N 71°15'27" W	80.66'
C18	01°58'33"	580.00'	20.00'	10.00'	S 65°00'17" E	20.00'
C19	06°40'20"	580.00'	67.54'	33.81'	S 69°19'43" E	67.50'
C20	06°16'38"	580.00'	63.54'	31.80'	S 75°48'12" E	63.51'
C21	01°08'54"	170.00'	3.41'	1.70'	S 39°31'14" E	3.41'
C22	17°48'52"	130.00'	40.42'	20.37'	S 47°51'13" E	40.26'
C24	29°00'38"	280.00'	141.77'	72.44'	N 76°23'39" W	140.26'
C25	08°49'02"	530.00'	81.56'	40.86'	N 57°28'48" W	81.48'
C26	89°41'16"	15.00'	23.48'	14.92'	N 08°13'39" W	21.16'
C27	49°29'49"	80.00'	69.11'	36.88'	S 61°21'53" W	66.98'
C28	47°19'20"	120.00'	99.11'	52.58'	N 62°27'08" E	96.32'
C29	73°14'00"	15.00'	19.17'	11.15'	S 75°24'28" W	17.89'
C30	10°57'58"	620.00'	118.67'	59.51'	S 73°27'32" E	118.49'
C31	14°55'30"	580.00'	151.09'	75.97'	S 71°28'46" E	150.66'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 89°13'44" E	27.04'	L20	N 49°44'45" W	33.50'
L2	N 00°23'59" E	1.30'	L21	N 28°43'45" W	21.85'
L3	S 89°06'02" W	44.48'	L22	S 00°24'21" W	5.40'
L4	S 00°53'58" E	40.00'	L23	S 05°06'52" E	21.88'
L5	N 01°35'55" E	17.00'	L24	S 23°07'13" E	18.02'
L6	S 05°28'11" W	17.00'	L25	S 49°05'57" E	21.69'
L7	N 61°53'19" W	9.92'	L26	S 60°45'59" E	12.84'
L8	N 53°04'17" W	26.20'	L27	S 47°48'36" E	27.34'
L9	N 53°04'17" W	20.74'	L28	S 74°28'07" E	29.23'
L10	N 53°23'01" W	40.00'	L29	N 64°02'06" E	34.29'
L11	S 36°36'59" W	30.70'	L30	S 41°13'30" E	20.72'
L12	S 00°24'21" W	45.14'	L31	S 65°47'51" E	125.93'
L13	S 00°24'21" W	16.89'	L32	S 82°26'14" E	21.08'
L14	S 00°53'58" E	20.00'	L33	S 66°25'33" E	30.03'
L15	N 00°53'58" W	20.00'	L34	S 53°43'04" E	30.49'
L16	N 64°44'50" W	16.77'	L35	N 85°40'11" E	11.58'
L17	S 84°06'19" W	13.79'	L36	S 40°32'58" E	10.90'
L18	N 39°38'30" W	27.62'	L37	S 72°02'05" E	15.79'
L19	N 40°09'24" W	22.86'	L38	S 14°45'05" E	13.41'

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



REGISTERED
PROFESSIONAL
LAND SURVEYOR

FOR REVIEW ONLY

OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

EXPIRES: 12/31/2015

Agenda Item

Budget Adjustments

- [Department Request for 15-061](#)
- [Order 15-061 911 Budget Adjustment](#)
- [Department Request for 15-062](#)
- [Order 15-062 Emergency Management Budget Adjustment](#)
- [Department Request for 15-063](#)
- [Order 15-063 Special Payments Budget Adjustment](#)

Date	06/24/2015	Department	911 Communications
Amount Requested	\$18,000	Requested By	Jeanne Pesicka
Description of Need	Because of unanticipated employee extended absences, the new bargained agreement amounts and a tight operating budget, we are asking for a budget adjustment totaling \$18,000. The current budget will be reduced in materials and services and contingency and increase personnel services.		
Exp	Line Item In: 220.16.5220.51117 – 911 Comm Operators - \$15,000 Line Item In: 220.16.5220.51681 – Comp/Holiday Cashout - \$3,000		
	Line Item Out: see attached report		
Grant	Rev Line Item:		
	Exp Line Item:		
Signature	M Morris	order please	

		911 Budget Adjustment			
		2014-15 Fiscal Year			
		June 23, 2015			
June payroll need (estimate)			\$ 66,000.00		
Personal Service Balance (5-31-15 is \$47,997.21)			\$ 48,000.00		
Difference			\$ 18,000.00	amount short in personal service	
Amounts/line items in Materials/Services					
that can be moved to Person Service					
220.16.5220.52221	911 Tax-Pass through		\$ 500.00		
220.16.5220.52306	Employee Meals		\$ 1,000.00		
220.16.5220.52329	LE Tests		\$ 800.00		
220.16.5220.52337	Pre-Employment Testing		\$ 1,400.00		
220.16.5220.52398	Administrative Cost		\$ 4,000.00		
220.16.5220.52601	Equipment - NonCapital		\$ 1,000.00		
220.16.5220.52701	Training and Education		\$ 2,800.00		
220.16.5220.12801	Bldg Repair & Maint		\$ 500.00		
220.16.5220.52937	Supplies - Public Ed		\$ 500.00		
	TOTAL from Materials/		\$ 12,500.00		
	Services to Personal				
	Services				
	From Contingency		\$ 5,500.00		

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

IN THE MATTER OF TRANSFERRING \$12,500)
FROM 911 COMMUNICATIONS FUND MATERIALS &) ORDER
SERVICES AND \$5,500 CONTINGENCY TO 911) #15-061
COMMUNICATIONS PERSONNEL SERVICES)

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

IT APPEARING TO THE BOARD: That there have been extended
employee absences in 911 Communications along with change in benefits status; and

IT FURTHER APPEARING TO THE BOARD: That these absences and
benefits changes were unanticipated when the 2014-2015 fiscal year budget was
adopted; and

IT FURTHER APPEARING TO THE BOARD: That \$12,500 of the
shortfall can be filled by delaying expenses in Materials & Services: and

IT FURTHER APPEARING TO THE BOARD: That the remaining \$5,500
is available in Contingency.

NOW, THEREFORE, IT IS HEREBY ORDERED: That \$18,000.00 be transferred in the amounts indicated from the following line items

220.16.5220.52221	911 Tax Pass-through	\$ 500.00
220.16.5220.52306	Employee Meals	\$1,000.00
220.16.5220.52329	LE Tests	\$ 800.00
220.16.5220.52337	Pre-Employment Testing	\$1,400.00
220.16.5220.52398	Administrative Cost	\$4,000.00
220.16.5220.52601	Equipment – Noncapital	\$1,000.00
220.16.5220.52701	Training & Education	\$2,800.00
220.16.5220.12801	Building Repair & Maintenance	\$ 500.00
220.16.5220.52937	Supplies – Public Education	\$ 500.00
220.99.9220.57220	Contingency	\$5,500.00

into the following line items:

220.16.5220.51117	911 Communications Operators	\$10,000.00
220.16.5220.51681	Comp/Holiday Cashout	\$ 3,000.00
220.16.5220.51729	Health	\$ 5,000.00

DATED this 30th day of June, 2015.

WASCO COUNTY
BOARD OF COMMISSIONERS

Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

Rod L. Runyon, County Commissioner

Kristen Campbell
Wasco County Counsel

Steven D. Kramer, County Commissioner

Date	06/24/2015	Department	Sheriff
Amount Requested	\$1,000	Requested By	K Beachamp
Description of Need	Due to the unanticipated overtime, Kristy is requesting to move \$1000 from materials and services to personnel services.		
Exp	Line Item Out: 101.16.5126.52701 – Training & Education		
	Line Item In: 101.16.5126.51602 - Overtime		
Grant	Rev Line Item:		
	Exp Line Item:		
Signature	M Morris order please		

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

IN THE MATTER OF TRANSFERRING \$1,000)	
FROM SHERIFF EMERGENCY MANAGEMENT)	ORDER
MATERIALS & SERVICES TO SHERIFF)	#15-062
EMERGENCY MANAGEMENT)	
PERSONNEL SERVICES)	

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

IT APPEARING TO THE BOARD: That the Emergency Manager worked overtime; and

IT FURTHER APPEARING TO THE BOARD: That this overtime was unanticipated when the 2014-2015 fiscal year budget was adopted.

NOW, THEREFORE, IT IS HEREBY ORDERED: That \$1,000.00 be transferred from Sheriff Emergency Management Training & Education line item #101.16.5126.52701 into Sheriff Emergency Management Overtime line item #101.16.5126.51602 during Fiscal Year 2014-2015.

DATED this 30th day of June, 2015.

WASCO COUNTY
BOARD OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Date	06/24/2015	Department	Commissioners
Amount Requested	\$32,000	Requested By	Commissioners
Description of Need	Due to the unanticipated revenue drops due to ACA and not dropping service levels this fiscal year, request from NCPHD is an additional \$32,000. The budget will be reduced in the General Fund Administration and increased in General Fund Special Payments		
Exp	<p>Line Item Out: 101.18.5117.52113 – Insurance \$ Bonds - \$27,000</p> <p>Line Item Out: 101.18.5117.52114 – Insurance \$ Bonds-Fair - \$5,000</p> <p>Line Item In: 101.18.5159.52229 – NCPHD - \$32,000</p>		
Grant	<p>Rev Line Item:</p> <p>Exp Line Item:</p>		
Signature	M Morris order please		

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

IN THE MATTER OF TRANSFERRING)	
\$32,000 WITHIN GENERAL FUND)	ORDER
MATERIALS & SERVICES)	#15-063

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

IT APPEARING TO THE BOARD: That North Central Public Health District (NCPHD) has experienced reduced revenues due to the Affordable Care Act; and

IT FURTHER APPEARING TO THE BOARD: That NCPHD has not reduced service levels during this fiscal year; and

IT FURTHER APPEARING TO THE BOARD: That these circumstances were unanticipated when the 2014-2015 fiscal year budget was adopted; and

IT FURTHER APPEARING TO THE BOARD: That NCPHD has requested \$32,000 in additional funding to meet their budget shortfall.

NOW, THEREFORE, IT IS HEREBY ORDERED: That \$32,000 be transferred from Administration Insurance & Bonds as follows:

101.18.5117.52113	Insurance & Bonds	\$27,000
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101.18.5117.52114	Insurance & Bonds – Fair	\$ 5,000
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into 101.18.5159.52229 Special Payments – NCPHD.

DATED this 30th day of June, 2015.

WASCO COUNTY
BOARD OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Agenda Item
Mid-Columbia Center for Living Lease

- [MCFL Lease](#)

Lease Agreement

This Lease Agreement ("Lease") is made effective as of July 1, 2015, by and between Wasco County, 511 Washington Street, The Dalles, Oregon, 97058, a political subdivision of the State of Oregon ("Landlord"), and Mid-Columbia Center for Living, ("Tenant").

1. **PREMISES:** In consideration of the Lease payments provided in this Lease, Landlord leases to Tenant approximately 5637 square feet of space (more or less). This is comprised of 5637 square feet (more or less) located in Annex A (2nd floor) at the location commonly known as 419 E 7th Street, The Dalles, OR 97058.
2. **USE OF PREMISES:**
 - 2.1 Permitted Use: The Premises shall be occupied by Tenant for use as a mental health office facility and for other lawful uses related thereto.
Any other use of the Premises during the term of this Lease is prohibited unless approved in writing by Landlord.
 - 2.2 Restrictions on Use: In connection with the use of the Premises, Tenant shall:
 - (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

- (b) Conform to Landlord's Rules for Tenant's, a copy of which is attached hereto as Exhibit A.
- (c) Refrain from any activity that would make it impossible to insure the Premises, would increase the insurance rate, or would prevent Landlord from taking advantage of any rule allowing Landlord to obtain reduced insurance premium rates, unless Tenant pays the additional cost of insurance.
- (d) Refrain from any use that would be reasonably offensive to other tenants or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Landlord or the Premises.
- (e) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer, architect or licensed Electrician selected by the Landlord.
- (f) Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial, or other device, to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord.
- (g) Conform to any Energy Conservation Plan developed by Landlord, which includes, but not limited to, Tenant's obligation to submit a plan developed by Tenant detailing steps Tenant will take to conserve energy at the Premises and Tenants procedures for enforcing the Energy Conservation Plan.

3. ACCEPTANCE OF PREMISES: Tenant has examined the Premises and accepts them in "as is" condition. Except as specifically set forth, no representations or warranties as to the condition of the Premises have been made by Landlord or its agents. Absent a breach by the Landlord of its obligations set forth in Section 14 of

this Lease Landlord shall have no liability to Tenant for any damage or injury caused by the condition of the Premises.

All furnishings, appliances, fixtures, improvements, surface coverings, decoration, and other contents of the Premises shall be provided by Tenant at its own expense, as further provided in this Lease. Landlord hereby represents that, as of the date of commencement of the Lease, the plumbing is in working order, and the Premises are served by a heating and cooling system suitable for the proposed use.

4. **SQUARE FOOTAGE:** Tenant's signature to this Lease indicates Tenant agrees that the Premises contain the square footage recited in Section 1. The monthly rent and any other charges provided by this Lease shall not be adjusted by reason of any claimed variation in square footage by either party.
5. **TERM:** Tenant has been holding over pursuant to a prior Lease since _____. The term of this Lease shall be from July 1, 2015 through June 30, 2019 unless sooner terminated as expressly provided in this Lease.
6. **TERMINATION:** Either party may terminate the Lease at any time upon 90 days prior written notice to the other party. Tenant may terminate all or part of this agreement with thirty (30) days notice if funding to Tenant from other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Landlord understands that funding is dependent on state and federal sources which may fluctuate; however, Tenant must use best efforts to maintain or replace funding.
7. **EXTENSION:** If Tenant is not in default, the Landlord and Tenant shall have the option to extend this Lease for two (2) additional 2 year terms from July 1, 2019 through June 30, 2023. To extend, the parties shall execute a renewal of this Lease. Each additional term shall commence on the day following expiration of the immediately preceding term. Tenant must provide Landlord with no less than 90 days' notice of its intent to renew. Landlord shall then have 45 days to provide

Tenant with notice of its intent to agree to such renewal, or of its election not to renew. If the Landlord does not provide Tenant with notice of its intent to agree to such renewal within 45 days of Tenant's notice of intent to renew, Landlord will be deemed to have elected not to renew.

Landlord's notice of election not to renew the Lease shall be binding on both parties, and the Lease shall expire at the end of the original term. The terms and conditions of the Lease for each renewal term shall be identical with the original term except for Lease payments as set forth in this Lease.

8. LEASE PAYMENTS:

8.1 The rent shall be payable on the first day of each month. All rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, and at such place or places as may be designed from time-to-time by Landlord.

8.2 No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of rent or other charges or fees shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of rent or other charges or fees shall be deemed an accord and satisfaction.

Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent or other charges or fees, or pursue any other remedies available to Landlord.

8.3 For the original term, Tenant shall pay to Landlord as base rent the sum of \$4,312.30 per month. This monthly sum is based on \$0.765 per square foot.

8.4 Escalation: The base rent provided in Section 8.3 shall be increased for each year by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics for the

Portland Metropolitan Area using the U.S. City Average-All Urban Consumers.

Such percentage increase shall take effect on July 1st of each year beginning July 1, 2016. In no event shall the change exceed four percent (4%) a year.

8.5 Lease payments shall be made payable to Wasco County and shall be mailed to Wasco County, Facilities Operations Manager, Facilities Services Department, Suite 101, 511 Washington Street, The Dalles, Oregon, 97058, which address may be changed from time to time.

9. **POSSESSION:** Tenant shall be entitled to possession of the Premises on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

10. **HOLDOVER/PERSONAL PROPERTY:**

10.1 If Tenant does not vacate at the time required, Landlord shall have the option to treat Tenant as month-to-month Tenant, subject to all terms of this Lease except for term and renewal. Failure to remove personal property, fixtures, or other items in accordance with this Lease may, at the option of Landlord, be deemed a holdover.

Such tenancy shall be terminable at the end of any monthly rental period upon 15 days' written notice from Landlord. Tenant waives any right to any other notice.

10.2 At the end of the Lease term, Tenant shall remove from the Premises all of its personal property. If requested to do so by Landlord, Tenant shall also remove all fixtures provided by Tenant. Failure to remove any such item at expiration or termination may, at the option of Landlord, be deemed abandonment of such property.

Landlord may retain the property and all rights of Tenant to it shall cease or, by 15 days' notice to Tenant, Landlord may hold Tenant to its obligation to remove and Landlord may thereafter remove said items and place them in public storage on Tenant's account. Tenant shall be liable to Landlord for reimbursement of all costs incurred by Landlord.

11. ALTERATIONS:

11.1 Alterations Prohibited: Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written approval. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

11.2 Ownership and Removal of Alterations: All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise.

Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of the Lease unless the applicable Landlord's consent specifically provides otherwise.

12. REMODELING OR STRUCTURAL IMPROVEMENTS:

12.1 Subject to the requirements of Section 11 Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required or desired by Tenant to use the Premises as specified in Section 2. Tenant may also construct or install such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes, subject to Landlord's review and approval as described below.

- 12.2 Before construction or remodel of said Premises, Tenant agrees to prepare, or cause to be prepared, and to submit to the Landlord for its approval, two sets of fully dimensioned one-quarter inch (1/4") scale drawings showing the layout of the demised Premises and any other matter that would affect the construction design of the demised Premises, Tenant's estimated costs, and the names of all of Tenant's contractors and subcontractors. Landlord's approval of all the above shall not be unreasonably withheld.
- 12.3 Landlord's approval of the plans, specifications, and working drawings from Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities.
- 12.4 All work performed by Tenant on the Premises shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances and Tenant shall secure all necessary permits for the work to the extent required by law. All plans for construction, alteration, or changes shall be signed and sealed by an architect or engineer licensed by the State of Oregon.
- 12.5 Tenant shall keep the Premises free from all liens in connection with any work. All work performed by Tenant shall be carried forward expeditiously, shall not interfere with Landlord's work, and shall be completed within a reasonable time. All work shall be completed in a good workmanlike manner.

Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of the work. Tenant agrees to provide Landlord with an "as built" sepia of the Premises and the improvements at completion of Tenant's construction.

- 12.6 All Construction, alterations, or other work performed on or about said Premises shall be done in such a way as to interfere as little as reasonably possible with the use of the adjoining Premises by other Tenants.

12.7 Tenant shall be responsible for payment of any system development fee or tax, including but not limited to sewer connection charges, associated with its interior improvements to the Premises. Tenant shall also be responsible for any other charges, fees, or licenses necessary to obtain utility service, permit occupancy, or operate its business within the Premises.

13. SIGNS: Tenant may install signs at locations approved by the Landlord. Tenant will be responsible for obtaining all necessary sign permits. All signs must meet all City standards and codes. Tenant shall remove its signs at the termination of the Lease. Exterior sign design and placement shall be subject to Landlord's advance written permission.

14. MAINTENANCE AND REPAIRS:

14.1 Landlord Obligations: The following shall be the responsibility of Landlord (except where the maintenance or repair is required as a result of the negligence of Tenant or its invitees, in which case it shall be Tenant's responsibility):

- a. All structural repairs and maintenance to the exterior surfaces of the Premises, which includes the exterior walls, floor columns, roof, and exterior painting.
- b. Repair and maintenance of sidewalks, driveways, service areas, curbs, parking areas and common areas which includes snow removal for sidewalks, driveways and parking areas.
- c. Repair of plumbing, electrical, heating and air conditioning systems within the Premises.
- d. Repair and maintenance of exterior landscaping and irrigation.

- e. Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches.

In performing any repairs, replacements, alterations or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance of the requirements of this provision.

14.2 Tenant's Obligations: The following shall be the responsibility of Tenant except where the repair or damage is due to the failure of Landlord to perform its repair or maintenance or repair obligations there under:

- a. Maintenance and repair of all Tenant's own equipment and equipment installed by Tenant and of all of Tenant's fixtures.
- b. Any interior remodeling or redecorating (i.e. painting, floor coverings, etc.), subject to notice and approval of Landlord.
- c. Regular maintenance of floor coverings.
- d. All other repairs to the Premises which Landlord is not required to make under Section 13.1.

15. LANDLORD ACCESS: Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing same to prospective Tenants, purchasers, or lenders; and making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary or desirable. Regardless of inspections, the duty of Landlord to make repairs shall not mature until a reasonable time after Tenant has provided written notice that repairs are needed.

16. UTILITIES AND SERVICES:

16.1 Landlord shall be responsible for the following utilities and services in connection with the Premises: natural gas, electric, water, garbage and

sewer. Telephone service, janitorial services, and television services are optional and not included in the base rent.

17. INSURANCE:

17.1 Liability Insurance: During the term of this Lease and before using the Premises, Tenant shall obtain and keep in force for the mutual benefit of Landlord and Tenant, comprehensive general liability insurance at Tenant's cost as follows: Comprehensive general liability insurance (in a responsible company) for bodily injury, death, and property damage with limits of not less than \$1,000,000 for each occurrence.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Lease.

Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under this Lease, and shall name, as additional insured, Landlord, and its officers, agents, and employees.

The insurance shall provide that the insurance shall not terminate or be canceled without 30 days' written notice first being given to Landlord. If the insurance is canceled or terminated prior to termination of the Lease, Tenant shall provide a new policy with the same terms. Tenant agrees to maintain continuous, uninterrupted coverage for the duration of the Lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Tenant.

17.2. Certificates of Insurance: Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's

occupancy of the Premises. Tenant shall maintain, on file with Landlord, a certificate of insurance certifying the coverage required in subsection 17.1.

A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit B, if applicable, and shall be incorporated herein and made a term and part of this Lease. The adequacy of the insurance shall be subject to the approval of the Landlord's Risk Manager. Failure to maintain liability insurance shall be cause for immediate termination of this Lease by Landlord.

17.3 Workers' Compensation Insurance:

- a. If Tenant is subject employer under the Oregon Workers' Compensation law, it shall comply with ORS 656.017, by providing workers' compensation coverage for all its subject workers. A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit C, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of Landlord's Risk Manager or Attorney. The Tenant further agrees to maintain workers' compensation insurance coverage for the duration of this Lease. Tenant's failure to maintain insurance providing workers compensation coverage shall be cause for immediate termination of the Lease.

- b. In the event the Tenant's workers compensation insurance coverage is due to expire during the term of this Lease, the Tenant agrees to timely renewal of its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Tenant agrees to provide the Landlord such further certification of workers' compensation insurance as renewals of said insurance occur.

- 18. SUBROGATION:** Tenant shall be responsible for insuring its' personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer, if the policy does not expressly permit a waiver of subrogation.

- 19. HOLD HARMLESS AND INDEMNITY:** Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any act or omission of Tenant or any of its agents, contractors, employees, or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action nor proceeding brought thereon. Nothing contained herein shall be deemed a waiver of any defenses or limits available to Tenant under the Oregon Tort Claims Act.

- 20. DESTRUCTION OR CONDEMNATION OF PREMISES:** If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days, after the occurrence of the destruction, and if the costs or repair is less than \$10,000, Landlord shall repair the Premises. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable.

However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$10,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party. If a material portion of the Premises is acquired through the lawful exercise of the power of eminent domain, material being more than 25% of the square footage, Tenant shall have the option of terminating this Lease by providing Landlord with 30 days written notice of its intent to do so.

If the entire Premises are acquired through the lawful exercise of the power of eminent domain, this Lease shall terminate upon the date the condemning authority takes possession of the Premises, unless an alternative date is agreed upon.

In the case of either a partial or total taking, Landlord is entitled to all proceeds paid by any condemning authority. In no case shall Tenant be entitled to share in any condemnation proceeds.

21. MECHANICS' LIENS: Neither the Tenant nor anyone claiming through the Tenant, shall have the right to file mechanics' lien nor any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers, of goods, labor, or services that such liens will not be valid.

22. DEFAULTS: Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound.

Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease.

Tenant shall pay all costs, damages, and expenses suffered by Landlords by reason of Tenant's defaults.

- 23. ATTORNEY FEES:** If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including attorney's fees that a court may adjudge reasonable on any appeal there under. Any such action shall be in the Circuit Court of Wasco County.
- 24. NOTICE:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid and addressed as follows:

LANDLORD: Wasco County
 Facilities Operations Manager
 Employee & Administrative Services Department
 511 Washington Street
 The Dalles, OR 97058

TENANT: Mi-Columbia Center for Living
 Executive Director
 419 East 7th Street
 The Dalles, OR 97058

Such addresses may be changed from time-to-time by either party by providing notice as set forth above.

- 25. ASSIGNABILITY/SUBLETTING:** No part of the Premises may be assigned, mortgaged or subleased or may a right of use of any portion of the Premises be conferred on any third person by any other means by Tenant, without prior written consent of Landlord, except as noted herein.
- 26. HAZARDOUS MATERIALS:** For purposes of this Lease, "hazardous material" means any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in Resources Conservation and Recovery Act (42 USC 6901 et seq.).

Tenant shall not use, store, generate, release, deposit, or emit any additional hazardous material in connection with its use of the Premises, nor shall Tenant increase the volume or change the manner of use, storage, generation, release, deposit or emission of any hazardous material that has previously been approved by Landlord, without prior written notification to Landlord and Landlord's written approval of the change. Such notification shall inform Landlord about the proposed change, its environmental significance, the classification of any additional waste, and precautions to be taken by Tenant with regard to the additional hazardous material or the increase or change in use, storage, generation, release, or deposit.

Landlord reserves the right, in its sole discretion, to request additional information and to withhold its approval. Tenant shall comply with all laws governing the use, storage, generation, release, deposit, or emission of hazardous material in connection with its use of the Premises.

Tenant shall indemnify, defend (with counsel satisfactory to Landlord), and hold harmless Landlord, its present and future officers, directors, employees, contractors, and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, costs, and expenses incidental thereto, including the cost of defense, settlement, and reasonable attorney's fees, which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination or other adverse effects on the environment, or any violation or alleged violation of any statute, ordinance, order, rule, or regulation of any governmental entity or agency to the extent caused by, arising out of, or connected with the presence of any hazardous material on the Premises, which hazardous material is on the Premises as a result of the act or omission of Tenant, its officers, employees, agents, contractors, or invitees.

This section is not intended to impose on the Tenant an obligation to abate asbestos or mold that was on the Premises prior to the date the Lease commences.

27. DAMAGES:

27.1 In the event of termination or default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

- a. The loss of reasonable rental value from the date of default until an acceptable new Tenant has been or, with the exercise of reasonable efforts, could have been secured.
- b. The reasonable cost of re-entry and re-letting, including without limitation, the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling cost, attorney fees, court costs, broker commissions, and advertising costs.
- c. Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are re-let and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

27.2 Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

28. OBSERVANCE OF LANDLORD'S RULES. Tenant agrees to comply with all reasonable rules and regulations respecting use of the Premises and adjacent areas promulgated by Landlord from time-to-time and communicated to Tenant in writing. Tenant shall permit Landlord to make reasonable inspection of the Premises from

time-to-time to determine whether Tenant is complying with Landlord's rules and regulations and the provisions of this Lease.

29. **ENTIRE AGREEMENT/AMENDMENT:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
30. **SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as to limited.
31. **WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
32. **CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
33. **RIGHT TO SUE MORE THAN ONCE.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
34. **RECORDATION.** This Lease shall not be recorded without the written consent of Landlord.
35. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Oregon.
36. **FORCE MAJEURE:** Neither party hereto shall be deemed to be in default of any provisions of the Lease, for any failure in performance resulting from acts or events beyond the reasonable control of such party.

37. NON-DISCRIMINATION: No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from, this Lease on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Landlord. However, if the discrimination shall have been carried out by an employee who has been trained by Tenant not to discriminate, such violation may not be considered a material breach of this Agreement or grounds for termination by Landlord.

Mid-Columbia Center for Living
Tenant

WASCO COUNTY, OREGON
Landlord

By: _____

By: Wasco County Board of Commissioners

Title: _____

Scott Hege, Commission Chair

Date: _____

Rod Runyon, County Commissioner

Steve Kramer, County Commissioner

Date: _____

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Agenda Item
DOGAMI Agreement Amendment

- [2014 DOGAMI Agreement #41300-04112014](#)
- [Amendment #1](#)

APR 28 2014

DOGAMI

FILED
WASCO COUNTY

2014 MAY 02 PM 1 18

LINDA BROWN
COUNTY CLERKSTATE OF OREGON
CONTRACT 41300-04112014
Lidar Data for Wasco County

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

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

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

I. EFFECTIVE DATE AND DURATION:

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

II. AMENDMENTS:

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

III. AUTHORITY:

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

IV. STATEMENT OF WORK:

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

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

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

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

V. CONSIDERATION:

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

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

VI. SUBCONTRACTS:

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

VII. TERMINATION:

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

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

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

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


XI. MERGER CLAUSE:

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

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

AGREED:

Department of Geology & Mineral Industries:

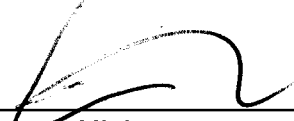
Approved By:  4/30/14 93-6001955
Name/Title Vicki McConnell, Director Date Federal ID #

Wasco County

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

Federal ID #93-6002315

APPROVED AS TO FORM:


Eric J. Nisley
Wasco County District Attorney

**AMENDMENT # 1 to
DOGAMI Agreement # 41300-04112014**

1. This is Amendment No. 1 to Agreement # 41300-04112014, dated April 30, 2014, as amended from time to time ("the Agreement"), by and between the State of Oregon, acting by and through its Department of Geology and Mineral Industries, ("DOGAMI") and Wasco County, ("County"), both individually without distinction as "Party" and collectively as the "Parties". This Amendment is effective on the date it is signed by every party and approved in accordance with applicable law.
2. The purpose of this Amendment is to:
 - Extend the termination date of the Agreement.
3. The Agreement is hereby amended as follows (new language is indicated by underlining in bold and deleted language is indicated by brackets and strikethrough):
 - a. Section I. Effective Date and Duration is hereby amended as follows:
 - I. This Agreement becomes affective on the date at which Forestry and DOGAMI both have signed this Agreement. Unless earlier terminated or extended, this Agreement expires when DOGAMI's completed performance has been accepted by Forestry, or [~~June 30th, 2015~~] **June 30, 2016**, whichever date occurs first.
4. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect.
5. **SIGNATURES:**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its

WASCO COUNTY

Department of Geology and Mineral Industries

By: _____

By: _____

Printed Name

Scott C. Hege

Printed Name

Title

Chair, Wasco County Board of Commissioners

Title

Date

June 30, 2015

Date

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Agenda Item

JCP IGA

- [Document Processing Form](#)
- [JCP IGA #13238 2015-2017](#)

[Return to Agenda](#)

Wasco County Contract Processing Form

To be completed prior to submission to the Board of Commissioners

Date: 6/24/2015 Title of Contract/Agreement: Agreement #13238 Juvenile Crime Prevention Basic

Department: Department of Youth Services

Responsible Staff: Molly Rogers

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: 66,568 for 2 years (33,284 annually)

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

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

This is a continuation agreement for funds from Oregon Youth Authority - budgeted into contribution to NORCOR Juvenile Facility payment from Wasco County

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

Beginning date of agreement: 07/01/15

Ending date of agreement: 06/30/2017

Notes: . Resource Line Item: 101.18.5135.413.876 JUVENILE CRIME PREV - #16.54 Requirement:
101.18.5135.52210 NORCOR - JUVENILE DETENTION

☒ **REVIEWED BY FINANCE**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

AGREEMENT #13238

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT**

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the “Agreement”) is between the State of Oregon acting by and through its Oregon Youth Authority (“OYA”) and Wasco County, a political subdivision of the State of Oregon (“County”).

WHEREAS, pursuant to ORS 190.110 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date and Duration. This Agreement shall become effective as of July 1, 2015. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2017.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-E are attached; Exhibit F is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS
OREGON YOUTH AUTHORITY

By: _____
Name: Shawn Waite
Title: Chief Financial Officer
Date: _____

COUNTY

By: _____
Name: Scott C. Hege
Title: Chair, Wasco County Board of Commissioners
Date: June 30, 2015

APPROVED FOR LEGAL SUFFICIENCY

By: _____
Name: Kristen Campbell
Title: Wasco County Counsel
Date: _____

Reviewed by OYA Contract Specialist: _____ Date: _____

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

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

1. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
3. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **“Claim”** has the meaning set forth in Section 15 of Exhibit B.
5. **“Client”** means any individual who receives a Service.
6. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **“County”** has the meaning set forth in the first paragraph of this Agreement.
9. **“Discretionary Bed Allocation” or “DBA”** means the maximum number of youth from the County who may reside in beds at OYA’s Close Custody Facilities. The method for calculating the maximum number of youth is set forth in OYA’s administrative rules, OAR 416-410-0010 through 416-410-0060. For the purposes of this Agreement, at a minimum, the following youth from the County shall be considered to be residing in beds at OYA’s Close Custody Facilities:
 - a. Youth committed to the custody of the OYA for placement at a Close Custody Facility by the juvenile court of jurisdiction under ORS 419C.478, and
 - b. Youth whose parole from a Close Custody Facility has been revoked under the provisions of ORS 420.045, 420A.115 or 420A.120, except youths whose parole has been revoked and who were originally committed for Rape in the first degree, ORS 163.375, Sodomy in the first degree, ORS 163.405, and Unlawful Sexual Penetration in the first degree, ORS 163.411.

Youth placed at a Close Custody Facility due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Bed Space in accordance with OYA administrative rules OAR 416-410-0010 and 416-410-0020, shall, for purposes of this Agreement, not be counted against the DBA.

10. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.

11. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.

12. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.

13. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.

14. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.

15. **“OYA”** means the Oregon Youth Authority.

16. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

17. **“Public Safety Reserve Bed Space”** means those beds in OYA’s Close Custody Facilities that are reserved for youth who have committed offenses designated by the OYA in its administrative rules OAR 416-410-0010 and 416-410-0020.

18. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.

19. **“Service Plan”** means the County’s plan for 2015-2017 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2015-2017 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.

20. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

21. **“Target Population for Basic Services”** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

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

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2015-2017 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

d. Recovery of Funds. If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

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

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

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

2. Representations and Warranties.

a. County represents and warrants as follows:

(i). **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.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does 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 other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **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.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). Organization and Authority. OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). Due Authorization. The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does 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 OYA is a party or by which OYA 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 OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii). Binding Obligation. This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Expenditure of Funds. County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Basic Services funds solely on Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports. County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan.

5. Provider Contracts. Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) 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.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or

disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

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

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

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

9. Termination.

a. **County Termination.** County may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA 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.

(iii) Upon 45 days advance written notice to OYA, 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.

(iv) Immediately upon written notice to OYA, 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. **OYA Termination.** OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon 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 the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Survival. Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. 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, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Philip Cox
Oregon Youth Authority
530 Center St. NE, Suite 200
Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: 503-373-7921
E-mail: Philip.Cox@oya.state.or.us

To County: Molly Rogers
Wasco County Youth Services
202 E. 5th Street
The Dalles, Oregon 97058
Voice: (541)506-2660x2
Facsimile: (541)506-2661
E-Mail: mollyr@co.wasco.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

13. 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.

14. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15. 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 Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the

State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. 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, 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. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA 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. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA 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.

19. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver

by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from 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.

21. 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.

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

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

b. With respect to a Third Party Claim for which the 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.

c. 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.

24. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, the OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

26. Force Majeure. Neither OYA nor County 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 OYA 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.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

29. 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.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes. County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcome of reducing juvenile recidivism.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i)** Antisocial behavior.
- (ii)** Poor family functioning or poor family support.
- (iii)** Failure in school.
- (iv)** Substance abuse problems.
- (v)** Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Service Plans

a. Service Plan Submission. County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2013-2015 biennium. Until the Service Plan for the 2015-2017 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2013-2015 shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2017-2017 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2013-2015 biennium and be incorporated into and be a part of this Agreement in accordance with Section 2 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

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

5. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

6. Grievance System. During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

7. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by

JJIS policy “Service Tracking in JJIS” as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County’s efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County’s default, as described in Exhibit B.

8. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender’s ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

9. Other Agreement Requirements.

a. At a minimum, the Contractor shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;

(v) Programs and services used by the Contractor to stay within its Discretionary Bed Allocation.

(vi) Revocation Hearings in the community prior to returning a youth to a bed at an OYA Close Custody Facility. Contractor shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

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

2. Provider Insurance Requirements

A. GENERAL.

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

B. TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

ii. PROFESSIONAL LIABILITY

☒ Required by Agency ☐ Not required by Agency.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by the Agency:

☐ \$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

☒ The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the Agency:

Bodily Injury, Death and Property Damage:

☐ \$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount]

per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

☒ The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iv. AUTOMOBILE LIABILITY INSURANCE.

☒ Required by Agency ☐ Not required by Agency.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by the Agency:

Bodily Injury, Death and Property Damage:

☐ \$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

☒ The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

- C. ADDITIONAL INSURED. If the total amount payable under the Provider Contract is greater than \$15,000.00, the Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- D. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and County 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- E. NOTICE OF CANCELLATION OR CHANGE. The Provider or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- F. CERTIFICATE(S) OF INSURANCE. County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
JCP BASIC	\$66,568.00

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.



Oregon

Kate Brown, Governor

**Oregon Youth Authority
Budget & Contracts Office**

530 Center Street NE, Suite 200
Salem, Oregon 97301
Voice: (503) 373-7371
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

June 24, 2015

Re: Document # 13238 hereafter referred to as "Contract."

Please complete the following statement and return it along with the following documents:

- Completed signature page(s)

Important: If you have any questions or concerns with the above referenced Contract, please contact Senior Contract Specialist, Laura Hince at (503) 373-7333.

I _____,
(Name) (Title)

received a copy of the above referenced Contract, consisting of **25** pages between the State of Oregon, acting by and through its Oregon Youth Authority and **WASCO COUNTY** by email from Brandi Potterf on **June 24, 2015.**

On _____, I signed the printed form of the electronically transmitted Contract without change.

(Authorizing Signature) (Date)

Agenda Item

Performance Management Policy

- [Performance Management Policy](#)
- [Evaluation Tool](#)

WASCO COUNTY

SUBJECT: Performance Management Policy

EFFECTIVE DATE:

REVIEW DATE(S): October 1, 2015

APPROVAL: June 30, 2015

I. Introduction

This policy's purpose is to describe the methods, timing, and principles of performance management at Wasco County. Further, each individual who supervises employees and is responsible for their performance shall be held accountable for carrying out these responsibilities in accordance with this policy. This policy also addresses the connection between Performance and Compensation.

II. Philosophy

The philosophy on which the performance management process is built recognizes the following as the most important features of the program:

- Performance management and planning is a two-way process, involving both employees and managers.
- Employee performance is to be assessed on objective, job-related criteria, developed and understood in advance by both the manager and subordinate.
- Job performance evaluation needs to be based on observable job behaviors rather than personality or attitudinal factors.
- Setting objectives for future performance and growth is as important as evaluating past performance.
- Performance management is an ongoing process of coaching, praising, assisting, and correction as needed.
- Employees with positive performance and those that go beyond the requirements of the position should be rewarded with higher levels of pay commensurate with their contributions to the County.

III. Objectives

The objectives of the Performance Management system are:

- To let the employee know how s/he is doing on the job.
- To encourage communication of both the employee's and the Supervisor's expectations and goals.
- To build stronger performance in both employees and supervisors.

- To provide a consistent, objective, and fair means of making pay adjustments or determining Performance Awards.
- To help determine promotions, transfers, and other personnel actions.
- To be a tool for counseling and career planning.
- To build a permanent record of performance.

IV. Ongoing Feedback

Supervisors are expected to provide regular feedback and coaching to all direct reports. Employees are entitled to know how they are doing and to have a supervisor who is invested in their employment success. Conducting an annual evaluation is insufficient to provide employees a sense of their performance and what improvements are needed. Therefore it is expected that Supervisors and Managers will have regular contact with employees regarding their accomplishments and where improvement is needed. These interactions should be informally documented so that the annual evaluation will reflect the ongoing conversations that occurred.

V. Appraisal Procedure

At least one month in advance of the formal evaluation due date, supervisors will be notified that employees are due for review. This should allow adequate time for compiling performance information, completing the evaluation form, and setting an appointment with an employee. Evaluation tools will include generally consistent categories and may be tailored to include additional performance measures specific to each job expectation and department. – See Appendix A

The evaluation discussion then takes place, during which the supervisor and employee establish objectives for the following evaluation period. Employee comments are added in writing during the performance planning and appraisal discussion. Employee and manager both sign the Performance Planning and Evaluation form (the employee's signature does not necessarily mean agreement with the ratings). The completed form along with the recommendations about any step increase or Performance Award is sent with the required paperwork to the next level of management, who signs it and forwards it to payroll and the personnel files. Both the manager and employee are encouraged to retain a copy of the completed Performance Evaluation.

VI. Schedule

Performance evaluations are scheduled as follows:

- At end of probation period
- 12 months after hire and then annually at the beginning of each calendar year, to be completed by January 31st. The intent of this policy is that no more than one performance review will be conducted within a fourteen month period of time.

This schedule can be modified at the time of promotion or position re-classification. Increases may occur at the time of each evaluation up to the employee reaching the Award Point, but they are not guaranteed. No performance-related increase can happen without a completed appraisal. Once an employee has reached the Award Point of the pay range, no more base pay increases will be given until the range maximum has moved up, but the employee may receive a Performance Award if the criteria for such an award have been met.

VII. Completing the Evaluation Process

This process is designed primarily to help employees and supervisors do a better job. It is very important that employees know where they stand in relation to established Department and County standards of performance and Performance Award criteria. An employee is done a disservice by an evaluation that is non-specific, glosses over areas that need improvement, or is unduly harsh.

If evaluations are done with great care, searching thought, and analysis of each employee's achievements, the end result will be a highly reliable evaluation. Evaluations done hastily or without conscientious review of each employee's performance over the entire rating period will inevitably result in inequities and eventual dissatisfaction with the system.

Each evaluation should be personalized for each employee. Each manager should feel free to add statements to clarify any aspects that deserve special attention.

VIII. Performance Award Criteria

The pay ranges for Wasco County have been developed in anticipation that employees will move through the pay range steps based on performing satisfactorily and learning the identified skills and knowledge expected for each new step. The step increases cease at a level designed to ensure that competent, proficient employees are paid slightly above the market average for the work being performed. Once this Award Point has been reached, no additional base pay increases will occur until the market research suggests that the pay structure needs to be adjusted to maintain the desired market position.

Employees reaching the Award Point can become eligible for a Performance Award by meeting certain requirements. These requirements will be defined on an annual basis so that employees eligible for such payments are well aware of the criteria that must be met. Identifying the expectations or criteria that must be met is to be done at the time of the employee reaches the last step increase of the pay range so that both the supervisor and the employees are similarly informed as to the expectations to be met to reach award status.

For additional information about how Performance Awards and step increases are administered, please refer to the County's Compensation Policy.

Adopted this 30th day of June, 2015.

WASCO COUNTY
BOARD OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

WASCO COUNTY

PERFORMANCE EVALUATION FORM

Statement of Policy

Wasco County believes in regularly scheduled performance evaluations of employees. The evaluation will be a formal written document to assist the employee in his/her development and to provide the basis for compensation, promotion, transfer, and retention. This process assumes, and designates as a supervisory responsibility, that mutually agreed upon standards for performance will be set and used to evaluate employees. The overall evaluation will be conducted on a job-related basis, and will consider both supervisory observation and the opinions of other relevant individuals. The Evaluation will serve as a major consideration in the determination of pay as outlined in the Performance Management and Compensation Policies.

It is the Manager's responsibility to monitor employees' efforts continuously through communication and counseling, and the written appraisal must be consistent with such prior discussions.

The County will maintain appropriate records of employee accomplishments and behavior to assure that the information incorporated into the appraisal is accurate, representative, and relevant to the entire evaluation period.

An employee's performance is confidential and guarded from inappropriate disclosure. Completed evaluation forms and their content should not be discussed outside authorized management channels. Employees should regard appraisals, compensation, promotion, retention, or similar information as personal and recognize that not all employees are comfortable sharing such information. Each employee must receive a copy of their completed evaluation for their own records.

Name: _____ Date: _____

Job Title: _____

Rate the employee on the job behaviors inside this form and circle the number corresponding to the most appropriate response:

NEEDS IMMEDIATE IMPROVEMENT - Not performing to the requirements of the job. Needs a high degree of supervision and direction. May not have background to grasp the work. Needs to be aware of performance deficiencies and work immediately to correct.

APPROACHING STANDARDS - Usually performs at or close to job requirements, however, needs supervision for complete and on time results. Could result from being new to the position.

CONTRIBUTORY PERFORMANCE - Performance is what is expected of a fully qualified and competent person in the position. Sometimes performs with excellence, but not consistently.

OUTSTANDING - Far exceeds normal expectations. Seldom equaled in overall contribution to Wasco County and/or its efforts on behalf of the public.

EVALUATORS MUST ADD EXAMPLES REGARDING EACH CRITERION TO EXPLAIN OR ILLUSTRATE THE JOB BEHAVIOR. In addition, please list the action item(s) the employee will complete in order to improve upon their performance (if applicable). The action item should be created by using S.M.A.R.T. goals. The action item should be, specific, measurable, attainable, realistic, and timely.

Appendix A

JOB KNOWLEDGE - Consider the depth and breadth of information concerning work duties, processes and Wasco County procedures which are required for competent performance.

- ☐ - Lacks understanding of many work aspects or tasks. Makes little effort to upgrade self.
- ☐ - Lacks knowledge of some procedures and/or duties. Makes an effort to improve.
- ☐ - Has necessary knowledge level and works to keep it current so that job responsibilities are fully met.
- ☐ - Has broad knowledge base of own job and Wasco County as a whole. Takes advantage of every opportunity to improve self.

Examples:

Action Items:

ANALYTICAL ABILITY - Ability to gather information and draw sound conclusions. Consider problem solving ability. Able to foresee concerns.

- ☐ - Exhibits poor problem-solving skills. Fails to apply critical thinking to breaking down and assessing possible solutions. Needs substantial improvement to be effective.
- ☐ - Not always certain how to interpret data to make sound decisions. May fail to anticipate future concerns.
- ☐ - Effective in organizing data and drawing proper correlations. Able to interpret trends, identify anomalies, and apply sound reasoning.
- ☐ - Exceptional analytical skills. Ability to come to conclusions based on synthesis of information obtained. Outstanding capacity to apply logic to problems and arrive at solutions, adept at identifying implications and longer term consequences.

Examples:

Action Items:

PROFESSIONALISM - Consider adherence to courtesy, honesty and accountability when interacting with individuals or other organizations.

- ☐ - Requires repeated and detailed guidance or corrective action regarding demeanor, interactions and work ethic.
- ☐ - Sometimes responds casually to situations. Does not demonstrate consistent attention to detail in handling of business relationships and/or work presentation.
- ☐ - Respectful of others' time and concerns in work interactions. Exhibits desire for mutually beneficial outcomes. Present self in positive and business manner.
- ☐ - Exhibits exemplary ethical conduct and takes responsibility for actions. Projects positive demeanor in creating win-win solutions to problems. Impeccable interpersonal interactions.

Examples:

Action Items:

Appendix A

COOPERATION - Consider willingness to assist others, contribute to problem-solving instead of blaming, and work toward common goals.

- ☐ - Exhibits unwillingness to work with others. Not seen as a team player, entrenched opinions can be obstacles to accomplishing goals.
- ☐ - Prefers to work independently. Not quick to share information, resources, or efforts, but will when asked.
- ☐ - Understands and supports working together or with other individuals to solve work problems. Quick to volunteer in assisting others.
- ☐ - Actively seeks opportunities to build teams and consensus. Provides input to resolve issues without being asked. Provides leadership in creating a cohesive/helpful work environment.

Examples:

Action Items:

INITIATIVE - Consider the tendency to contribute, develop, and/or carry out new ideas or methods. Consider tendency to respond or react without being prompted.

- ☐ - Rarely initiates or suggests new approaches. Prefers no change.
- ☐ - Shows initiative occasionally. Needs to improve.
- ☐ - Is resourceful, suggests or implements change and improvements. Understand that change is necessary and expected
- ☐ - Suggests new methods or processes without being asked. Provides imaginative and creative solutions and proactive steps. Acts on own initiative to accomplish assignments or identify work to be done.

Examples:

Action Items:

JUDGMENT – Consider how well priorities are made, effectiveness of work methods, results and long-term soundness of decisions.

- ☐ - Unable to make consistently good decisions. Often cannot explain rationale for actions taken.
- ☐ - Occasional mistakes or poor judgment incidents. Needs to develop critical thinking skills and apply to situations encountered.
- ☐ - Uses reliable methods to come to conclusions regarding work projects. Able to determine priorities well. Make solid decisions regarding balancing various needs and activities.
- ☐ - Consistently makes sound judgments regarding work activity. Well-ordered sense of priorities on consistent basis. Others seek input for work decisions. Understands consequences and implications of decisions or options.

Examples:

Action Items:

Appendix A

QUALITY OF WORK - Consider the completeness, thoroughness and forethought of work product an individual completes on a regular basis as compared to established procedures and methods.

- ☐ - Makes errors in judgment and work is inconsistent with desired quality.
- ☐ - Meets standards of accuracy on most occasions. Makes occasional mistakes and is not able to catch own errors.
- ☐ - Meets requirements of work expected. Is exact, precise and complete most of the time.
- ☐ - Work product is regularly reliable without review. Accuracy and quality of work are a priority. Has established quality processes in place to ensure high caliber work.

Examples:

Action Items:

DEPENDABILITY/TIMELINESS - Consider level of planning, organizing information, prioritizing tasks, and utilizing resources to meet needs; level of dependability in meeting deadlines.

- ☐ - Crisis work style. No planning evident. Poor utilization of resources. Misses important deadlines.
- ☐ - Deals with current situation only. Needs more planning to meet deadlines and handle multiple tasks.
- ☐ - Not only thinks ahead, sees needs and reacts quickly to new priorities. Good at planning for future situations. Work is completed on time.
- ☐ - Thinks strategically and is able to combine resources and information with exceptional skill to deal with current and future work. Meets deadlines consistently. Efficiency and effectiveness at the highest level.

Examples:

Action Items:

PUBLIC SERVICE - Consider relationship with the public served; consider the extent to which the employees extends themselves to ensure positive service behaviors.

- ☐ - Does not demonstrate interest in others' needs or concerns. Care for the public served is not evident in the work performed.
- ☐ - Occasionally places operational tasks above the needs or concerns of the public. Needs to value people and service to the community more highly.
- ☐ - Interacts well with others. Acts effectively and cooperatively to solve problems in a timely fashion. Knows value of public service and positive interactions. Tries hard to achieve desired results for citizens.
- ☐ - Treats others as top priority. Clearly communicates their importance. Demonstrates consistent effort to meet all requests and needs.

Examples:

Action Items:

EMPLOYEE COMMENTS (use additional paper if necessary for full detail)

Pay Adjustment Section

Enter the Employee's existing pay range and identify the current step level:

Pay Range Minimum \$_____ to Pay Range Maximum \$_____
Current Employee Pay \$_____ Step # _____

Is the employee eligible for a step increase? If yes, please enter the new amount to be paid and its effective date.

\$_____ Date: _____

If no increase will be given, please explain: If the employee has reached Award Point of the pay range and therefore is ineligible for a step increase, please reference the next section.

1st Level Supervisor Signature

Date

2nd Level Supervisor/Manager

Date

Your signature does not imply you agree with any or all of the evaluation remarks, only that you have been given an opportunity to participate in the process and have seen this review.

Employee Signature

Date