

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, JULY 1, 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 may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments to five minutes, unless extended by the Chair.

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

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

9:00 a.m.

CALL TO ORDER

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

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [Friend & Reagan 2015 Letter of Understanding](#), [Paint Care Program Participation Letter](#), [APHIS Agreement](#), [Commissioner Appointments](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Reappointment](#)
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9:30 a.m. [NORCOR Matrix](#) – Rick Eiesland

9:45 a.m. [Western Federal Lands Funds Transfer Agreements](#) – Arthur Smith

9:55 a.m. [Recess to 4H and Extension Service District Meeting](#)

10:05 a.m. [Surplus Vehicle](#) – Lane Magill

10:15 a.m. [Executive Session](#) – Pursuant to ORS 192.660(2)(h) Conferring with Legal Counsel regarding litigation

**NEW / OLD BUSINESS
ADJOURN**

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 1, 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 9:00 a.m. Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Changes to the Agenda:

- Remove the Executive Session
- Clerk's Position Modified Offer Letter
- Citizen comment regarding fireworks

Public Comment

Mike Bertrand of The Dalles said he had had a conversation with Mr. Stone regarding the non-disclosure agreement. He stated that he believes that the NDA was for the second phase of Google which is complete and the NDA should be null and void; further negotiations would require a new agreement. He said that he has retyped the NDA because it was in print too small to read; he has made comments throughout the agreement. He suggested that the Board should get a legal opinion on the agreement before signing it; it does not represent the Board or their constituents. He pointed out that it is under the laws of the State of New York; fighting a case in New York would be prohibitively expensive for the County. He said that the agreement is intimidating.

Mr. Bertrand went on to say that he sent the agreement to a Portland attorney for an

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opinion. That attorney thought the agreement was one-sided and should not be signed. He stated that we have abated over \$300 million in taxes for Google; Eric Schmidt got a \$100 million bonus each year; Google's market capital is the third largest in the world – they need to pay their taxes.

Wayne Lease, a master electrician from Washington State licensed to work in Oregon, provided a hand-out to the Board (attached). Mr. Lease reviewed the document with the Board. He said that MCCOG is not honoring the statutes and no other building codes entity is doing this except MCCOG.

Commissioner Hege asked if when an entity requests a change in fee, do they send out the request to interested parties such as contractors. Mr. Lease replied that they do and it is important because the building codes program belongs to the State and that means it belongs to the people. He said the State gives the counties the opportunity to run the program but it is a service and not a profitable business. He pointed out that Wasco is the biggest stakeholder in the 5-county entity that is MCCOG. He said that what MCCOG is doing is unethical – it is under-declaring fees that have been collected and using funds inappropriately and needs to disclose increases to customers not just those who collect the fees.

Discussion List – Paint Care Letter

Commissioner Kramer explained that this letter is to get Paint Care to cover the extra 75¢ for the paint disposal fee. Hazardous waste groups feel we are being charged double; Senator Johnson has been working on this in Salem. This program makes it so we are not paying the extra money. This is a simple solution for now; there will continue to be work on this issue. If the paint is dried out, it can go to the landfill.

**{{{Commissioner Kramer moved to approve the Paint Care Letter.
Commissioner Runyon seconded the motion which passed unanimously.}}}**

Discussion List - APHIS

Ms. White explained that this is the standard agreement the Board has signed in the past for response to wild animal incidents in Wasco County. The set amount of \$5,000 is in the budget.

Chair Hege asked if there have been an incidents with feral pigs. Commissioner Kramer replied that there have been no complaints.

{{{Commissioner Kramer moved to approve USDA APHIS Wildlife Services Work and Financial Plan for the 2015-2016 Fiscal Year. Commissioner Runyon seconded the plan which passed unanimously.}}}

Agenda Item – NORCOR Matrix

Sheriff Eiesland reported that the Sheriffs discussed this at the last NOROCR board meeting. He said that Sherman County had made a motion to consolidate the matrix system to apply to all the NORCOR participating counties. He said that they are basically using the system developed by Wasco County changing everything over to NORCOR for a maximum of 125 beds with 25 of those beds being rentals. He said that there is a guarantee of 100 beds for the four counties. This new system will nullify the existing Wasco County matrix system to be replaced by a NORCOR-wide matrix system.

Commissioner Runyon asked if the County Sheriffs will be working together to make release decisions. Sheriff Eiesland replied that instead of Wasco County having a set number there is a collective set number. The Judges can still override. This will allow Counties to keep the most egregious offenders incarcerated throughout the four-county region. He said that his recommendation is to pass the resolution to join the system.

Chair Hege asked if it is effectively already working this way. Sheriff Eiesland replied that they started today. He said that in today's decision Wasco County had higher numbers in the matrix and so other counties will be releasing prisoners today.

Chair Hege asked if the judges support this. Sheriff Eiesland responded that they do because they understand the need to manage the population – we work together knowing that the money will only stretch so far.

Chair Hege asked what the benefit is to Wasco County. Sheriff Eiesland said that today Wasco County is at 50 prisoners and would have released four people under the old matrix system while other counties lesser offenders remained incarcerated. He said this system will allow a better needs assessment for both the counties and NORCOR. Chief Deputy Magill said that he thinks it will be a much easier system to manage and allows law enforcement to continue to work with the Court.

Chair Hege asked if the system will be managed by NORCOR or the Sheriffs. Sheriff Eiesland stated that it is the responsibility of the Sheriffs; they will all get the list and

communicate about releases.

{{{Commissioner Kramer moved to approve Resolution #15-007 amending the capacity management plan for inmates confined at Northern Oregon Corrections. Commissioner Runyon seconded the motion which passed unanimously.}}}

Commissioner Runyon said that a citizen asked this morning about the heat and fireworks and why we do not have a ban going on as Klickitat County, Washington just imposed.

Rodger Nichols noted that the ban still allows fireworks from 9:00 a.m. to 11:00 p.m. on July 4th.

Sheriff Eiesland said that for 28 years Wasco County has followed State law. He said that there was an effort in the early 2000s to restrict fireworks but much like the helmet law there is just not staff to enforce it; there will always be those who just do not get it.

Chief Deputy Magill added that they have had good success with education and they do enforce for the more dangerous activities such as roman candles. He said that he is not aware of any major incidents related to fireworks in the County; the city has more issues with that activity.

Agenda Item – Western Federal Lands Funds Transfer Agreements

Public Works Director Arthur Smith said that some time ago the County applied for funding and approved contracts with matching funds for roads projects with the Federal Government. He said that the funds transfer agreements are for the payment of matching funds which the County has budgeted to pay – these agreements confirm that the County will provide its share of the funding. He added that these are deposits – if it turns out to be less, the County will receive a refund. He said that on the Wamic Grade project, we may get some back. They are breaking ground on that project this week.

Chair Hege said he thought there would be a notice for the work. Mr. Smith said they are supposed to get that out so that no one is surprised. He reported that there are two federal inspectors using space at Public Works; their job is to insure compliance with the project agreement.

{{{Commissioner Kramer moved to approve the Funds Transfer Agreement for Western Federal Lands Highway Division, FHWA Agreement #DTFH70-15-E-00026 in the amount of \$20,850. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Funds Transfer Agreement for Western Federal Lands Highway Division, FHWA Agreement # DTFH70-14-00012 – Amendment 2 in the amount of \$235,762. Commissioner Runyon seconded the motion which passed unanimously.}}}

Chair Hege called for a recess at 9:55 a.m. to open a meeting of the Wasco County 4-H and Extension Service District.

The session reconvened at 10:00 a.m.

Agenda Item – Surplus Vehicle

Chief Deputy Lane Magill said that there has been a 1981 Ford Pick-up in storage for years and they have finally located the title for the truck. He said that he wants to get it surplussed so that they can move on it when they get the opportunity. He said that it is titled to Wasco County doing business as Columbia Basin Nursing Home. He reported that years ago it transitioned from the Nursing Home to the Fair Grounds and then came back to the County ending up at the old County shop. He said that it has taken him six months to locate the title.

Chair Hege asked if they have the keys to the vehicle. Chief Deputy Magill replied that they do have the keys.

{{{Commissioner Runyon moved to approve Order #15-060 surplussing the 1981 Ford Pickup VIN #1FTCF10EXBRA31011. Commissioner Kramer seconded the motion which passed unanimously.}}}

Chair Hege asked for an update on What the Festival 2015. Chief Deputy Magill reported that it was a very good year with 4800 people including staff; 4,000 tickets were sold. They stopped under twenty people and ticketed only two. He said that Dr. Wherly reported that he was following a vehicle weaving on the road. When the driver stopped, Dr. Wherly determined he was intoxicated and took the driver's keys. The driver was arrested and taken to MCMC where he tested .45 which is the highest in Wasco County history.

Chief Deputy Magill went on to say that for two hours he had watched the Dufur exit where signs had been placed for the event. He said that in that time only two people missed the signs and had to turn around. He said that there was one noise issue Friday and one of the organizers took care of that immediately. There were two noise complaints but they were before the noise curfew.

Chair Hege asked if there had been any drug issues. Chief Deputy Magill replied that there had been no arrests although organizers did seize some drugs. The Sheriff's Department took the drugs in evidence and will destroy them. He said that there will be a meeting with the organizers in July for an after action report.

Discussion List – Friend & Reagan Letter of Understanding

Ms. White explained that she is still waiting for determination on who should sign the management line of the letter and suggested that the item be postponed to the next regular session of the Board.

*****The Board was in consensus to postpone deliberation on the Friend & Reagan Letter of Understanding to the next regularly scheduled session of the Board.*****

Discussion List – Commissioners' Appointments

Chair Hege asked if any Board member wished to make any adjustments to their current appointments.

Commissioner Kramer stated that his appointment to NCPHD runs until 2016 and he would like to continue to see if he can pull the group together as one – the NCPHD Board is fragmented and he would like to see it come together.

Chair Hege asked that the Board appointment spread sheet be made available to the Board on Google docs. Ms. White agreed to do so.

Discussion List – Modified Offer Letter for County Clerk

Ms. White explained that during the process of offering the position of County Clerk to Ms. Gambee, the Administrative Officer had had a conversation with Ms. Gambee that did not come to light until after the original offer letter had been sent. Although the Administrative Officer had left a message for Ms. White prior to the Board's decision to make the original offer, she had not gotten the message until after the offer had been made. The discussion between Mr. Stone and Ms. Gambee had been for a different rate

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of pay and included earlier access to vacation than what is provided for newly hired employees. However, if the Board were to appoint Ms. Gambree as Clerk rather than hiring her as Interim Clerk, the sick time and vacation policy would not apply. The new rate of pay would be Step 1 plus 5%.

A phone call to Human Resources revealed that Step 2 plus 5% would be closer to Step 2 pay than Step 1.

Commissioner Runyon noted that they had originally believed they could not appoint a clerk who had not already met the residency requirements but through consultation with the Secretary of State had discovered that they could appoint a non-resident.

Commissioner Kramer said he likes the idea of the appointment over hiring as an interim position. Commissioner Runyon agreed saying that he was glad that the issue of residency had been cleared up.

Chair Hege noted that the Clerk is the only elected position on the Salary Survey which is partially because of the change of the scope of what the Clerk does in Wasco County and the County wanted a sense of what that new value was. He said that going forward he believes that all of the elected positions salaries will be determined by the Compensation Committee.

*****The Board was in consensus to appoint a Clerk rather than hire an interim Clerk.*****

Commissioner Kramer observed that the Board has already authorized the Administrative Officer to negotiate the salary.

{{{Commissioner Kramer moved to send the modified job offer as presented with Step 1 plus 5% as offered by the Administrative Officer. Commissioner Runyon seconded the motion which passed unanimously.}}}

Consent Agenda – MCEDD Appointment

Commissioner Runyon said that he had suggested an addition to the title of the order to highlight the fact that this appointment is for a representative of all cities in Wasco County. Ms. White has made that change (attached).

{{{Commissioner Kramer moved to approve Order 15-063 with the change to the title to indicate the appointment is for a representative of all cities in Wasco County. Commissioner Runyon seconded the motion which passed

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unanimously.}}}

Chair Hege adjourned the meeting at 10:30 a.m.

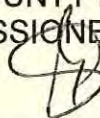
Motions Passed

- To approve the Paint Care Letter.
- To approve Resolution #15-007 amending the capacity management plan for inmates confined at Northern Oregon Corrections.
- to approve the Funds Transfer Agreement for Western Federal Lands Highway Division, FHWA Agreement #DTFH70-15-E-00026 in the amount of \$20,850.
- to approve the Funds Transfer Agreement for Western Federal Lands Highway Division, FHWA Agreement # DTFH70-14-00012 – Amendment 2 in the amount of \$235,762.
- To approve Order #15-060 surplussing the 1981 Ford Pickup VIN #1FTCF10EXBRA31011.
- To send the modified job offer as presented with Step 1 plus 5% as offered by the Administrative Officer.
- To approve Order 15-063 with the change to the title to indicate the appointment is for a representative of all cities in Wasco County.

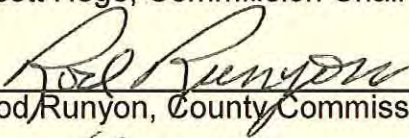
Consensus

- To postpone deliberation on the Friend & Reagan Letter of Understanding to the next regularly scheduled session of the Board.
- To appoint a Clerk rather than hire an interim Clerk.

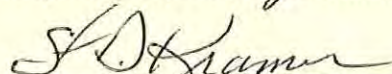
WASCO COUNTY BOARD
OF COMMISSIONERS



Scott Hege, Commission Chair



Rod Runyon, County Commissioner



Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 1, 2015**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Friend & Reagan 2015 Letter of Understanding](#)
2. [Paint Care Program Letter](#)
3. [APHIS Agreement](#)
4. [Commissioner Appointments](#)

Discussion Item
Friend & Reagan
2014-2015 Audit Letter of Understanding

- [Introductory Letter](#)
- [Letter of Understanding](#)



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June 08, 2015

To the County Commissioners
Wasco County, Oregon

We are engaged to audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Wasco County for the year ended June 30, 2015. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

- 1) Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.
- 2) As part of our audit, we will consider the internal control of Wasco County. Such considerations will be solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.
- 3) We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

As stated in our engagement letter dated June 08, 2015, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis and the schedule of funding progress, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the schedule of expenditures of federal awards, the combining and individual nonmajor fund financial statements, schedule of accountability of elected officials, and the schedule of property tax transactions, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory section and the schedule of insurance in force, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit in September and issue our report no later than December 31, 2015. Carol D. Friend is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the board of commissioners and management of Wasco County and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Friend & Reagan, P.C.



FRIEND & REAGAN, P.C.
Certified Public Accountants

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June 08, 2015

Wasco County, Oregon
511 Washington St. Rm 201
The Dalles, OR 97058

We are pleased to confirm our understanding of the services we are to provide Wasco County for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Wasco County as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Wasco County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Wasco County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress: Other Postemployment Benefits – Healthcare Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies Wasco County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Nonmajor Fund Financial Statements
- 3) Schedule of Accountability of Elected Officials
- 4) Schedule of Property Tax Transactions

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Schedule of Insurance in Force

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report

on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Wasco County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain

other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Wasco County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Wasco County's major programs. The purpose of these procedures will be to express an opinion on Wasco County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also assist in preparing the financial statements, adjusting journal entries, depreciation schedule, schedule of expenditures of federal awards, and related notes of Wasco County in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all

accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2015.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements,

performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Friend & Reagan, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Friend & Reagan, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in September and to issue our reports no later than December 31, 2015. Carol D. Friend is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be in accordance with our contract dated February 18, 2015. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The contract fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Wasco County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

6

Very truly yours,



Friend & Reagan, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Wasco County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: Scott C. Hege, Chair Wasco County Board of Commissioners

Date: July 1, 2015

APPROVED AS TO FORM:

Kristen Campbell

Wasco County Counsel

Discussion Item
Paint Care Program
Participation Letter

- [Participation Letter](#)



WASCO COUNTY

Board of County Commissioners

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

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

July 1, 2015

Jeff Wasikowski
c/o ACA/PaintCare Inc.
1500 Rhode Island Ave., NW
Washington, DC 20005

RE: PaintCare Collection Sites

Dear Mr. Wasikowski:

The purpose of this letter is to acknowledge Tri-County Hazardous Waste & Recycling Program's desire to participate in the PaintCare program as set forth in this letter.

As the party responsible for Household Hazardous Waste (HHW) collection in Hood River, Wasco and Sherman counties, Tri-County Hazardous Waste & Recycling Program entered into an agreement with PSC regarding the collection, transportation, and processing/proper disposal of paint and hazardous waste at and from permanent HHW collection sites and temporary collection events.

With the enactment of the Oregon Architectural Paint Recovery Program (Chapter 777 of the 2009 Oregon Laws and Chapter 146 of the 2011 Oregon Laws, as amended in 2013 by HB2048 Enrolled), a new option exists for the collection, transportation, processing, and disposal of post-consumer paint. Utilizing this option, Tri-County Hazardous Waste & Recycling Program hereby authorizes PSC to contract with PaintCare with respect to the collection, transportation, and recycling/proper disposal of post-consumer paint that PSC manages for Tri-County Hazardous Waste & Recycling Program at permanent HHW collection sites or through temporary collection events. Tri-County Hazardous Waste & Recycling Program acknowledges that through its continued participation in the PaintCare program, (i) PaintCare will pay PSC for the costs of post-collection transportation and recycling/disposal of paint, and (ii) the paint transported and recycled/disposed of through an agreement with PaintCare and PSC will be tracked and reported upon through final disposition on behalf of the Tri-County Hazardous Waste & Recycling Program.

If you have any questions or need further information, please do not hesitate to contact me.

Wasco County
Board of Commissioners

Scott Hege
Commission Chair

Rod Runyon
County Commissioner

Steve Kramer
County Commissioner

Cc: Roy Weedman, Oregon Program Manager, PaintCare
Marjaneh Zarrehparvar, Executive Director, PaintCare

Discussion Item

APHIS Agreement

- [USDA APHIS Wildlife Services Work & Financial Plan](#)

USDA APHIS WILDLIFE SERVICES WORK AND FINANCIAL PLAN

COOPERATOR:	WASCO COUNTY
VENDOR IDENTIFICATION NO.:	6013684
COOPERATIVE AGREEMENT NO.:	15-73-41-5129
ACCOUNT NO.:	AP.RA.RX41.73.0144
AGREEMENT DATES:	July 1, 2015 – June 30, 2016
AGREEMENT AMOUNT:	\$5,000.00

Pursuant to Cooperative Service Agreement No. 13-73-41-5129 (signature year) between Wasco County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget for the cooperative wildlife services program in Wasco County for the period of July 1, 2015 through June 30, 2016.

OBJECTIVES/GOALS

The objective of the Wildlife Services program in the County is to resolve wildlife/human conflicts related to damage caused by predatory animals to livestock and human health and safety. Cooperative efforts between APHIS-WS and the County will maximize existing resources to accomplish the goals of this Plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

Anticipated project results and benefits:

1. To provide assistance to county residents experiencing wildlife conflicts caused by predatory animals.
2. To provide assistance in the form of educational information or when appropriate to utilize the most effective and safe control tools and techniques available.
3. To provide a mechanism that enables other entities to participate in the program with shared responsibilities for funding, planning and evaluation.

PLAN OF ACTION

The objectives of the wildlife damage control program will be accomplished in the following manner:

1. APHIS-WS will provide a part-time Wildlife Specialist to respond to damage situations in Wasco County involving predatory animals that threaten human health and safety, livestock, and other property.
2. Patrick Smith, District Supervisor, at the District Office in La Grande, Oregon (541) 963-7947 will be responsible for training, day-to-day supervision and monitoring of the cooperative program.
3. *APHIS-WS will bill the County quarterly for actual costs* associated with this work and financial plan not to exceed \$5,000.00.

PROCUREMENT

APHIS-WS will provide vehicles, and the initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS

APHIS-WS will cooperate with the Oregon Department of Agriculture, Oregon Fire Marshal's Office, Oregon Department of Fish and Wildlife (ODFW), and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.

COST ESTIMATE FOR SERVICES

Salary/Benefits	\$ 2,839.38
GSA Vehicle	602.66
Hires and reimbursements	404.42
Supplies and Materials	85.91
Subtotal	3,932.37
Pooled Job Costs	432.56
Overhead	635.07
Total	\$5,000.00

Note: Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the aggregate total of \$5,000.00.

AUTHORIZATION:

Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

Scott C. Hege, Commission Chair

7.1.2015
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

State Director, Oregon

Date

Director, Western Region

Date

ATTACHMENT 1

NOTE: NOT FOR FMFI USE. This Attachment provides information on the cooperative budget for services within the County. The tables below include the cooperative funding for the County and estimated expenses for those cooperative funds.

PROPOSED BUDGET PLAN FOR SERVICES

Salary/Benefits	\$ 9,716.05
GSA Vehicle	602.66
Hires and reimbursements	404.42
Supplies and materials	85.91
Subtotal	\$ 10,809.04
APHIS Overhead	117.97
Total Expenses	10,927.01

Note: Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement.

PROPOSED COOPERATIVE FUNDING SOURCES

USDA	\$ 2,403.85
ODA Funds	1,572.53
ODFW – General Funds	1,572.53
ODFW – Furbearer Funds	378.10
Wasco County Funds	5,000.00
Total	\$ 10,927.01

Discussion Item

Commissioner Appointments

- [List of Current Appointments](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: BOARD ASSIGNMENTS
DATE: 6/27/2015

BACKGROUND INFORMATION

My records show the following current assignments for each of the Wasco County Commissioners:

Scott C. Hege		Rod L. Runyon		Steven D. Kramer	
Assignment	Expiration Date	Assignment	Expiration Date	Assignment	Expiration Date
Hospital Facility Board of Directors	12.31.2016	Local Public Safety Coordinating Council	12.31.2015	Central Workforce Consortium	12.31.2015
Mid-Columbia Center for Living Board of Directors	Term of Office	Mid-Columbia Community Action Council	Term of Office	Crates Point Board of Directors	Term of Office
Mid-Columbia Council of Government Board of Directors	12.31.2015	Mid-Columbia Council of Governments Board of Directors	12.31.2015	Mt. Hood Economic Alliance	12.31.2016
Board of Property Tax Appeals	6.30.2016	Mid-Columbia Economic Development District	12.31.2015	North Central Public Health Board of Directors	12.31.2016
QLife Board of Directors	Term of Office	Mid-Columbia Housing Authority	12.31.2018	Tri-County Hazardous Waste Steering Committee	Term of Office
NORCOR Board of Directors Alternate	Pleasure of the Board	NORCOR Board of Directors	Pleasure of the Board	Wolf Depredation Compensation Committee	12.31.2016
Strategic Investment Program Advisory Committee	Pleasure of the Board	Oregon Consortium	Pleasure of the Board	Urban Renewal Advisory Committee	6.30.2017
Wildland Urban Interface Classification Committee	12.31.2016				

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 1, 2015**

CONSENT AGENDA

1. [Re-appointment](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF)
STEVE LAWRENCE TO THE MID-COLUMBIA) O R D E R
ECONOMIC DEVELOPMENT DISTRICT BOARD) #15-063
OF DIRECTORS.)

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

IT APPEARING TO THE BOARD: That Steve Lawrence was
appointed to complete the term of Dan Spatz who resigned from his term as a
City Representative on the Mid-Columbia Economic Development District
Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That the term of that
appointment will expire on August 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Steve Lawrence is
willing and is qualified to be reappointed to the Mid-Columbia Economic

Development District Board of Directors as the Cities of Wasco County representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Lawrence be and is hereby reappointed to the Mid-Columbia Economic Development District Board of Directors; said term to expire on August 31, 2017.

DATED this 1st day of July, 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

NORCOR Matrix

- [Resolution 15-007 Amending the Capacity Management Plan](#)
- [Amended Plan](#)
- [Reduced Custody Scoring Mechanism](#)
- [Exhibit B Release Mechanisms](#)
- [Matrix Release Criteria](#)
- [Scoring Sheet](#)
- [Matrix Release Court Date Guide](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING A RESOLUTION)
TO AMEND THE CAPACITY MANAGEMENT) RESOLUTION
PLAN FOR INMATES CONFINED AT) #15-007
NORTHERN OREGON CORRECTIONS .)

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

WHEREAS: That the Presiding Judge, District Attorney and Sheriff support the proposed amendments to the capacity management plan; and

WHEREAS, the Sheriff has worked with the State of Oregon and law enforcement agencies in developing the proposed amendments;

NOW, THEREFORE, BE IT RESOLVED that the capacity management plan attached hereto as Attachment A, and by this reference incorporated herein, shall take effect on July 1, 2015, and shall supersede prior capacity management plans; and

BE IT FURTHER RESOLVED that the capacity management plan adopted

as part of Resolution No. 14-030, is hereby superseded and of no further force or effect.

DATED at The Dalles, Oregon this 1st day of July, 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 Sheriff's Office
Capacity Management Plan As Amended
Date: July 1, 2015
Pursuant to ORS 169.042 through 169.046
Effective immediately upon signing**

The operational capacity of the Northern Oregon Correction for Gilliam, Hood River, Sherman and Wasco Counties is set at 100 inmates. The NORCOR Administrator and Jail Captain are directed to maintain this as a cap for the annual average daily population. To facilitate this directive the NORCOR Administrator and Jail Captain are authorized to use the existing matrix plan and exemption plan at any time the jail population exceeds 100 and the annual average daily population is at or above 100.

All individuals who are brought to the Northern Oregon Corrections after arrest for misdemeanors or felonies will be booked in and evaluated for release on personal recognizance or security release. Arrestees not released on personal recognizance or security release will be considered for lodging. Individuals sentenced or ordered to custody by the courts, or sanctioned for parole or probation violations will be considered for lodging.

The Jail's operational capacity is managed through a process of reviewing and scoring inmates based on their risk to public safety, and then by subsequently releasing or reducing the custody level of the lowest scoring inmate when appropriate. The resulting scores will create a combined list of pretrial and sentenced inmates who are eligible for release or custody level reduction under this capacity management plan.

See the Jail Reduced Custody Scoring Mechanism attached as Exhibit A.

Except as provided below, pretrial inmates will be considered for release under this plan at any time after booking. **Inmates held pre-trial for either a Measure 11 offense or a domestic violence offense will not be considered for release under this plan.**

When the Northern Oregon Corrections population exceeds the established operational capacity, a population emergency is deemed to exist. The Sheriff is authorized to give the notice required by ORS 169.046(1), and the Sheriff may release inmates pursuant to ORS 169.042 to 169.046, using the criteria scoring system as outlined herein.

When the operational capacity of Northern Oregon Corrections is reached, the next person considered for lodging will be scored as an inmate in accordance with this plan. The lowest scoring inmate will be released or moved to a reduced custody level in accordance with the **Release Mechanisms - Continuum** attached as Exhibit C.

Inmates held in disciplinary or administrative segregation will not be moved to a lesser custody or force released.

In the event a sentenced inmate must be moved to a reduced custody level for capacity management purposes, the move will be under the authority of the **County Supervisory Authority**.

In the event a sentenced inmate must be released for capacity management purposes, the release will be under the authority of the **Emergency Jail Population Control**. Staff will indicate "Release under Sheriff's Authority ORS 169.046."

In the event pretrial inmate must be released for capacity management purposes, the release will be under the authority of the **Emergency Jail Population Control**. Staff will indicate "Forced Release Under ORS 169.046." A forced release agreement will be prepared and will include appropriate release conditions, court date, time and location.

A Sheriff, may request an Override for an inmate who represents a danger to a victim, self, or the public, or who otherwise represents a significant public safety risk. An inmate represents a public safety threat if that inmate is reasonably likely to cause serious physical harm if released or has threatened to cause serious physical harm to themselves or others. That inmate will not be considered for release or for movement to a reduced custody level when the operational capacity of the Jail is reached;

Nothing stated herein shall be construed as limiting the authority of the Sheriff to release inmates when in his judgment the safety and security of Northern Oregon Corrections and Other custody programs so require.

Exhibit A

Northern Oregon Corrections

Reduced Custody Scoring Mechanism

This mechanism will be used to evaluate and score inmates for release eligibility under the capacity management plan. Inmates who have been arrested, sentenced or sanctioned on a domestic violence offense or a Measure II offense shall not be eligible for release. **Inmates who are** ordered to be booked and **released shall not be scored utilizing** this system. This mechanism evaluates and scores inmates based on risk to public safety.

The following will be factors considered in calculating an inmate's score:

- Prior Felony Convictions: Person Crimes add 3 points; Non-Person 2
- Prior Misdemeanor Convictions: Person crimes 2 Points, Non-Person 1
- Current Crime: Person Crime 2 points, non-person crime 1 point
- Child Victim: Add 2 points.
- Multiple Custody Cycles: 1 additional point for every 10 arrest cycles
- Domestic Violence History: 1 additional point per prior arrest
- Prior person crime arrests: 1 point per arrest
- Non-person crime arrests: 1/2 point per arrest
- Failures to Appear: 1 point per failure to appear
- Contempt of court adjudications: 1 point per adjudication
- Out of State arrests and convictions shall be considered in the same manner as Oregon arrests and convictions.

Inmates with the lowest scores shall be considered for release first.

Every effort shall be made to calculate an inmate's score correctly.

When evaluating out of state convictions and arrests, calculation of the score will be done with due diligence recognizing that the information available may not be complete or totally accurate.

Where a person has multiple counts of conviction in a single criminal episode, each conviction shall count.

Exhibit B

WASCO COUNTY - RELEASE MECHANISMS - CONTINUUM

Release Lowest Score First

1145
Parole/Probation Sanctions
Jail Sentences
Executed Sentences
(Excluding No 936)

No Supervision
No PO listed

Supervised
PO Listed

30 days or less-Always use
Emergency Jail Population Control
ORS 169.046 Sheriffs Release
Authority-no conditions)
Release Choice:
Release to street unsupervised

1145 Cases: Always use
Supervisory Authority/Transitional
leave (30 days or more should be a
priority transfer to Work Center)
Transfer to Work Center if space
available

31 days or more-Always use
Supervisory Authority

Release Choice:
Transfer to Work Center if space
Available

OR
Transitional leave to report to 1145 PO
within 24 hours of release. Advise of
Form.

Parole/Probation Sanctions or
Sentences

OR

Day reporting

Transfer to Work Center if space
Available (Use Supervisory Authority)

OR
Release to field supervision to report
To P.O. within 24 hours. (Use
Emergency Jail Population Control)

Always check Judgments to make sure that the Judge has not noted any exclusion from early release. If you have any question do not release and contact the supervisor for direction/clarification.

MATRIX RELEASE CRITERIA

Matrix is for Wasco County only.

Matrix release is based on score only.

Matrix release is not dependent on release date.

Matrix release is not dependent on length of sentence.

Matrix release is not dependent on portion of sentence served.

Matrix release is not dependent on whether inmate is sentenced or not.

If an inmate is in MRT, do not release if score is among the top-5 MRT attendees.

Inmates with Measure 11 and Domestic charges are ineligible for Matrix, otherwise only the County Sheriff can designate an inmate as Matrix-ineligible.

If an inmate has regular charges and has been to court,
release them with court data on the Court Appearance Book.

If an inmate has regular charges and has not been to court,
release them with court data on the Court Appearance Book.

If inmate has warrants only and has been to court,
release them with court data on the Court Appearance Book.)

If inmate has warrants only and has not been to court,
release them with court data on the Court Appearance Book.

If an inmate is in on a PV warrant only, and has been to court, release them
with court data on the Court Appearance Book.

If an inmate is in on a PV warrant only, and has not been to court, release
them with a court date of the next upcoming Monday at 8:30am.

If an inmate is in on a PV detainer only that specifies "sanction",
release them without a court date, but to appear at the P&P office on the next
business day.

If an inmate is in on a PV detainer that says "Community Corrections" or "Court" or
"requests hearing" release them with court data on the Court Appearance Book...

Wasco County Matrix Form

Date: _____ Time: _____

Inmate Name: _____ Inmate File #: _____

*Excluded from matrix: Inmates who have been arrested, sentenced or sanctioned on a domestic violence offense or a Measure 11 offense shall not be eligible for release. Inmates booked and released shall not be scored utilizing this system. *Please refer to Exhibit A & Exhibit B for information about the scoring mechanism to the Matrix.*

(CURRENT CRIME)

Current Crime	Types of Charges	Point System	# of arrests	Total PTS
Current Crime	Non Person	1		
Current Crime	Person	2		
Child Victim	Person	2		

(CONVICTIONS)

Convictions	Types of Charges	Point System	# of arrests	TOTAL PTS
Prior Felony	Non Person Crimes	2		
Prior Felony	Person Crimes	3		
Prior Misdemeanor	Non Person Crimes	1		
Prior Misdemeanor	Person Crimes	2		

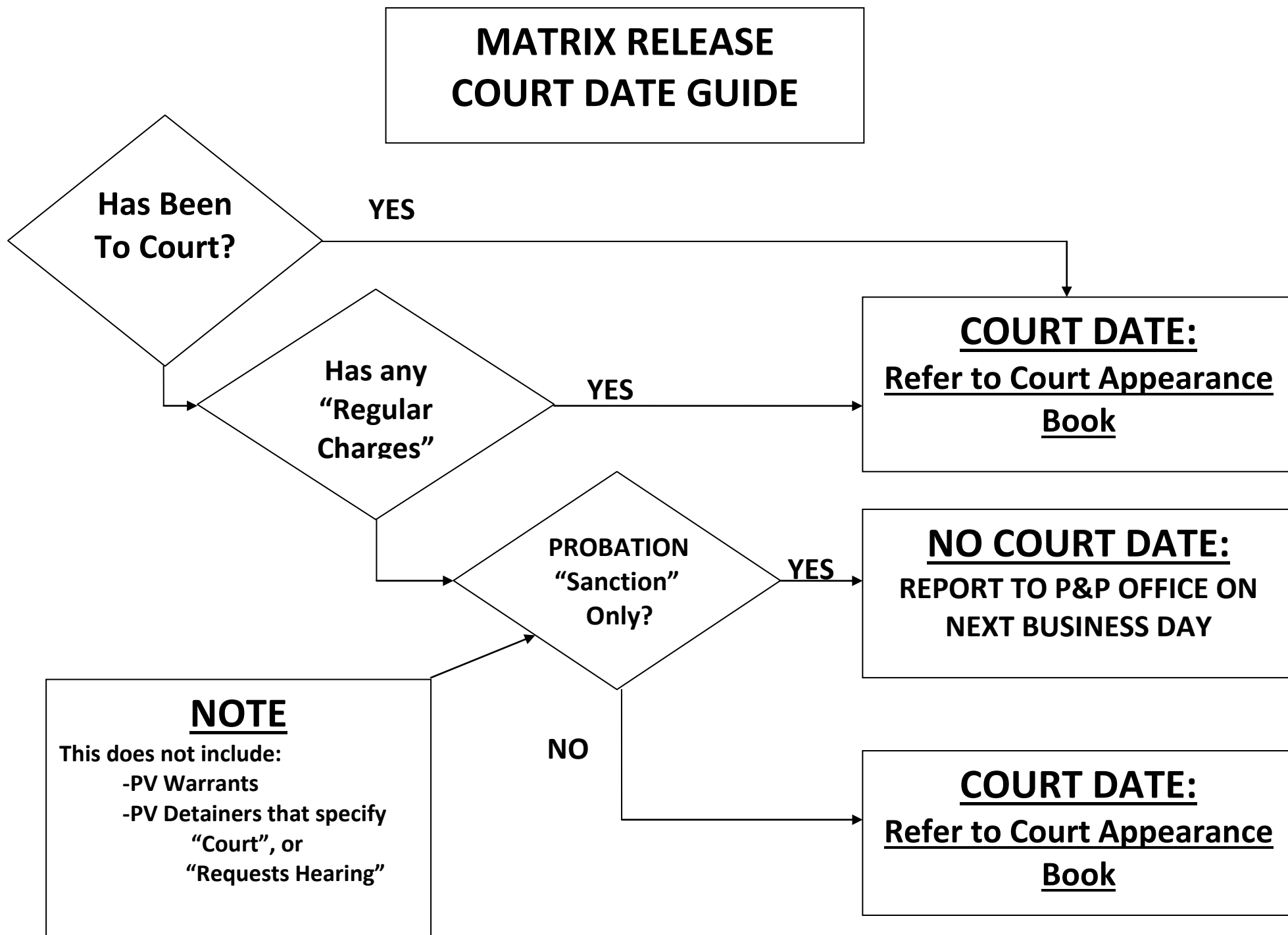
(ARRESTS)

Arrest	Point System	# of arrests	Total Pts
Prior Non Person Crime Arrests	1/2 pt		
Prior Person Crime Arrests	1		
Failures to Appear	1 per FTA charge		

Domestic Violence History	Prior arrests	1 pt per arrest	
Contempt of Court/Adjudications	Per arrest	1 pt per adjudication	
Multiple Custody Cycle	(Multiple arrests)	1 pt for every prior	
*Out of State arrests and convictions shall be considered in the same manner as Oregon arrests and convictions.			
TOTAL MATRIX SCORE —			

Officer Signature _____

Date _____



Agenda Item
Western Federal Lands
Funds Transfer Agreements

- [Rail Hollow FLAP Agreement](#)
- [Rail Hollow Funds Transfer Agreement](#)
- [Cody Road/ Wamic Grade FLAP Agreement](#)
- [Cody Road/Wamic Grade Funds Transfer Agreement](#)

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: OR WASCO 104(1), Rail Hollow Overlay

Project Route: Dufur Market Road, County Road 104

State: Oregon

County: Wasco

Owner of Federal Lands to which the Project Provides Access: Mount Hood National Forest

Entity with Title or Maintenance Responsibility for Facility: Wasco County

Type of Work: Final development of plan; specification; and estimates; and construction management for surfacing overlay construction of approximately 2.30 miles of road.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Wasco County, Oregon.

The Program Decision Committee approved this project on June 18, 2014.


AGREED:



Wasco County, Oregon

2.18.2015

Date

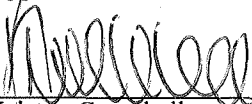


Western Federal Lands Highway Division

2.6.2015

Date

Approved as to Form:



Kristen Campbell

Wasco County Counsel

WASCO COUNTY, OREGON
COMMISSIONER'S JOURNAL

CJ2015-000022

FILED
WASCO COUNTY
2015 FEB 19 AM 10 35
LINDA BROWN
COUNTY CLERK

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process). Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Wasco County agrees to provide a match funding according to the Match Agreement signed on January 7, 2015.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

Wasco County, Oregon has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Wasco County has coordinated project development with the Mount Hood National Forest, Barlow Ranger District.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the Mount Hood National Forest.

E. PROJECT BACKGROUND / SCOPE:

The proposed project would begin at the intersection of the Dufur Bypass Road and the Dufur Valley Road, approximate Milepost (MP) 0.00 and would end at approximate MP 2.30 of Dufur Valley Road. This project is located in Sections 33, 34, and 35, Township 1 South, Range 13 East, Willamette Meridian.

The project should include cleaning, sweeping, crack sealing, tack coat of asphalt, asphalt concrete pavement overlay, application of aggregate for shoulder and approach transitions and striping for MP 0.00 to MP 2.30.

The project will be designed in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highway and Streets, 2004 Edition.

F. PROJECT BUDGET:

See the Match Agreement signed on January 7, 2015.

G. ROLES AND RESPONSIBILITIES:

FHWA is responsible for obtaining environmental clearance for the proposed roadway improvements, and will administer the other phases of project development such as survey, geotechnical investigation, preliminary and final design. The FHWA will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits. FHWA will seek input from Wasco County Public Works Department throughout development of the project.

The Wasco County Public Works Department will participate in the project's development to the extent that their capabilities and resources permit.

During Project Development, Wasco County will:

- Appoint a representative who will be the primary contact for FHWA's Project Manager.
- As applicable, provide overall direction regarding agency policy, standards, procedures and administration.
- Review and approve the plans and specifications at each phase of the design.
- Ensure that completed plans, specifications and estimates (PS&E), are consistent with the intended outcome.
- Upon receipt of acceptable plan, specifications and estimates (PS&E), provide written concurrence prior to bids being solicited by FHWA for construction.

During the construction phase, FHWA will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the FP-14, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects. The Project Engineer is FHWA's designated contact during the construction phase.

The Wasco County Public Works Department will:

- Appoint a representative who will be the primary contact for FHWA's Project Engineer.
- Assist FHWA in considering proposed design changes, evaluate change impacts, and provide construction oversight as needed in issues related to their respective agency, and ensuring that requests meet the requirements intended in the PS&E.
- Review for approval all proposed design changes (change orders).
- As "in-kind" match, will prepare the road surfacing for overlay by cleaning, sweeping and crack sealing prior to the FHWA contractor mobilization on site.
- As "in-kind" match, after the asphalt overlay is complete, will construct aggregate transitions on shoulders & approaches and stripe the new pavement throughout the project.
- Attend final inspection upon completion of construction.
- Upon completion of construction, a final inspection will be convened by FHWA with attendees from the Mount Hood National Forest and Wasco County Public Works Department, and if it is determined the project has been constructed in substantial conformity with the approved plans and specifications, the Partner Agencies will be asked for their final acceptance of the constructed project.

H. SCHEDULE:

The following project milestones will apply to the project. Significant variation in dates will be addressed via FHWA's Change Management process and coordinated with Wasco County.

NEPA Complete	January 30, 2015
Final PSE Complete	March 13, 2015
Advertisement	April 10, 2015
Construction Start	July 2, 2015

I. PROPOSED DESIGN STANDARDS:

The following design criteria will be applied on the project:

Functional Classification:	Rural Local Access
Design Speed:	35 MPH
Surface Type:	Asphalt Concrete Pavement
Design Volume:	≤ 400 ADT

Isolated exceptions to standards, such as individual curves that will not meet the selected design speed, will be documented and approved by FHWA and presented to the Wasco County Public Works Department for concurrence.

J. FUNDING:

The Match Agreement executed on January 7, 2015 contains the funding source and amounts for the project.

K. MATCHING SHARE REQUIREMENTS:

The Match Agreement executed on January 7, 2015 contains the terms and conditions of how the required match will be met. All records associated with valuations or costs shall be accessible and maintained for three years following project close-out.

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Arthur Smith Acting Public Works Director	Wasco County	(541) 506-2645 arthurs@co.wasco.or.us
Bradley Cross County Road Surveyor	Wasco County	(541) 506-2644 bradleyc@co.wasco.or.us
Scott C. Hege County Commission Chair	Wasco County	
Tom Lonergan Project Manager	FHWA	(360) 619-7899 thomas.g.lonergan@dot.gov
Denise Steele Environmental Specialist	FHWA	(360) 619-7593 denise.steele@dot.gov
Dan Slanina Highway Design Manager	FHWA	(360) 619-7617 dan.slanina@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alters the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.



US Department of Transportation
Federal Highway Administration

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

Funds Transfer Agreement

Wasco County

Providing Funding of \$20,850

Western Federal Lands Highway Division, FHWA Agreement #DTFH70-15-E-00026

Project Number/Name: OR WASCO 104(1), Rail Hollow Overlay

This letter is to confirm that Wasco County has committed to provide through either electronic funds' transfer or by check, \$20,850 to the Western Federal Lands Highway Division, FHWA for project work and/or a construction contract for pavement preservation overlay on Dufur Valley Road.

Fund Transfer Summary:

Phase	Form	Amount	Due	Received	FTA Number	Amend#	Comment
CN	Cash	\$20,835	6/17/2015	DTFH7015E00000	BASE	Match for CN	
Total:		\$20,835					

The following is the Wasco County's Finance Billing Information:

DUNS# 084-415-959
 Tax ID # 93-6002315
 Finance Contact Monica Morris
 Finance Phone (541)506-2770
 Finance Fax (541)506-2771
 Finance E-mail monicam@co.wasco.or.us
 Project Contact Arthur Smith
 Project Phone (541)506-2640
 Project Fax
 Project E-mail arthurs@co.wasco.or.us
 Street Address 511 Washington Street
2705 E 2nd Street
 City, State, Zip The Dalles, OR 97058

The following is Western Federal Lands Highway Division, FHWA Finance Billing Information:

DUNS# 139-768-597
 Tax ID # 22-3934584
 Finance Contact Genise L. Dance
 Finance Phone (360)619-7534
 Finance Fax (360)619-7945
 Finance E-mail genise.dance@dot.gov
 Project Contact Neal Christensen
 Project Phone (360)619-7780
 Project Fax (360)619-7945
 Project E-mail peter.field@dot.gov

Expiration Date: This Funds Transfer Agreement will expire on **December 31, 2017.**

The current authorized funding is **\$20,835**. In no case shall Wasco County or FHWA exceed this amount or extend the end date of the agreement without a mutually agreed upon written amendment of this Agreement.

7.1.2015

Scott C. Hege, Commission Chair
Wasco County Board of Commissioners

Date

Marlene M. Marcellay, Contracting Officer
Western Federal Lands Highway Division, FHWA

Date

Federal Lands Access Program Project Memorandum of Agreement

Project/Facility Name: OR PFH 102(4) Cody Road - Wamic Market Grade Reconstruction

Project Route: Cody Road

State: Oregon

County: Wasco

Owner of Federal Lands to which the Project Provides Access: Mount Hood National Forest

Entity with Title or Maintenance Responsibility for Facility: Wasco County

Type of Work: Preliminary Engineering; intermediate through final development of plan; specification; and estimates; and construction management for reconstruction of approximately 0.75 mile of Cody Road.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Wasco County, Oregon.

The Program Decision Committee approved this project on June 17, 2013.

AGREED:



Wasco County, Oregon

3-5-14

Date



Western Federal Lands Highway Division

2.27.2014

Date

APPROVED AS TO FORM:



Eric J. Nisley

Wasco County District Attorney

OR PFH 102(4), Cody Road- Wamic Market Grade

Page 1

WASCO COUNTY, OREGON
COMMISSIONER'S JOURNAL

CJ2014-000041

FILED
WASCO COUNTY
2014 MAR - 6 PM 2:53
LINDA BROWN
COUNTY CLERK

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Wasco County agrees to provide a match funding according to the Match Agreement signed on August 24, 2013.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

Wasco County, Oregon has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Wasco County has coordinated project development with the Mount Hood National Forest, Barlow Ranger District.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the Mount Hood National Forest.

E. PROJECT BACKGROUND / SCOPE:

The proposed project would begin at approximate Milepost (MP) 0.75 on Cody Road (Forest Service Route 48) and would end at approximate MP 1.40 near the top of the grade. This project is located in Section 9, Township 4 South, Range 13 East, Willamette Meridian.

The project should include realignment of the existing road to soften curves, installing cross-drain culverts with riprap outlet protection, and conducting the secondary activities needed to support these actions. FHWA would construct two 12-foot lanes with a 2-foot shoulder on the cut side of the road and an 8 foot shoulder on the fill side of the road. Guardrails would be installed to protect motorists from the steep fill slopes. Include a scenic viewpoint with interpretive display kiosk and revegetation of cut and fill slopes.

The project will be designed in accordance with the American Association of State Highway & Transportation Officials (AASHTO) Policy on Geometric Design of Highway and Streets, 2004 Edition.

F. PROJECT BUDGET:

See the Match Agreement signed on August 24, 2013.

G. ROLES AND RESPONSIBILITIES:

FHWA is responsible for obtaining environmental clearance for the proposed roadway improvements, and will administer the other phases of project development such as survey, geotechnical investigation, preliminary and final design. The FHWA will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits. FHWA will seek input from Wasco County Public Works Department throughout development of the project.

The Wasco County Public Works Department will participate in the project's development to the extent that their capabilities and resources permit.

During Project Development, Wasco County will:

- Appoint a representative who will be the primary contact for FHWA's Project Manager.
- As applicable, provide overall direction regarding agency policy, standards, procedures and administration.
- Review and approve the plans and specifications at each phase of the design and for each project.
- Ensure that completed plans, specifications and estimates (PS&E), are consistent with the intended outcome.
- Upon receipt of acceptable plan, specifications and estimates (PS&E), provide written concurrence prior to bids being solicited by FHWA for construction.

During the construction phase, FHWA will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the FP-03, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects. The Project Engineer is FHWA's designated contact during the construction phase.

The Wasco County Public Works Department will:

- Appoint a representative who will be the primary contact for FHWA's Project Engineer.
- Assist FHWA in considering proposed design changes, evaluate change impacts, and provide construction oversight as needed in issues related to their respective agencies, and ensuring that requests meet the requirements intended in the PS&E,
- Review for approval all proposed design changes (change orders).
- Attend final inspection upon completion of construction.
- Upon completion of construction, a final inspection will be convened by FHWA with attendees from the USFS Mount Hood National Forest and Wasco County Public Works Department, and if it is determined the project has been constructed in substantial conformity with the approved plans and specifications, the Partner Agencies will be asked for their final acceptance of the constructed project.

H. SCHEDULE:

The following project milestones will apply to the project. Significant variation in dates will be addressed via FHWA's Change Management process and coordinated with Wasco County.

Preliminary Design Complete

June 11, 2014

NEPA Complete	August 13, 2014
Plan-in-hand (70%) Design Complete	October 20, 2014
Final PSE Complete	February 26, 2015
Advertisement	March 31, 2015
Construction Start	June 22, 2015

I. PROPOSED DESIGN STANDARDS:

The following design criteria will be applied on the project:

Functional Classification:	Rural Major Collector
Design Speed:	45 MPH
Surface Type:	Asphalt Concrete Pavement
Design Volume:	2400 ADT

Isolated exceptions to standards, such as individual curves that will not meet the selected design speed, will be documented and approved by FHWA and presented to the Wasco County Public Works Department for concurrence.

J. FUNDING:

The Match Agreement executed on August 24, 2013 contains the funding source and amounts for the project.

K. MATCHING SHARE REQUIREMENTS:

The Match Agreement executed on August 24, 2013 contains the terms and conditions of how the required match will be met. All records associated with valuations or costs shall be accessible and maintained for three years following project close-out.

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each parties role and responsibility for this agreement.

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Marty Matherly, Public Works Director	Wasco County	(541) 506-2646 martym@co.wasco.or.us
Arthur Smith, Project Manager	Wasco County	(541) 506-2645 arthurs@co.wasco.or.us
Lyle Stevens, Surveyor	Wasco County	(541) 506-2644 lyles@co.wasco.or.us
Tom Lonergan, Project Manager	FHWA	(360) 619-7899 thomas.g.lonergan@dot.gov
Denise Steele, Environmental Specialist	FHWA	(360) 619-7593 denise.steele@dot.gov
Dan Slanina, Highway Design Manager	FHWA	(360) 619-7617 dan.slanina@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alters the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

US Department of Transportation
Federal Highway Administration

Western Federal Lands Highway Division
610 E. Fifth Street
Vancouver, WA 98661

June 19, 2015

Funds Transfer Agreement

Wasco County

Providing Funding of \$235,762

Western Federal Lands Highway Division, FHWA Agreement # DTFH70-14-00012 – Amendment 2

Project Number/Name: OR PFH 102(4) Cody Road – Wamic Market Grade Reconstruction

This letter is to confirm that Wasco County has committed to provide through either electronic funds' transfer or by check, \$235,762 to the Western Federal Lands Highway Division, FHWA for project work and/or a construction contract to decrease the probability and severity of crashes on Cody Road (CR #102) and to provide an interpretive site.

This Agreement is hereby increase by \$235,762 from \$20,000 to new FTA funding level of \$255,762 by reason of this amendment.

Fund Transfer Summary:

Phase	Form	Amount	Due	Received	FTA Number	Amend #	Comment
PE	Cash	\$10,000	1/1/2014	12/13/2013	DTFH7014E00012	Base	Match for PE
PE	Cash	\$10,000	1/1/2015	02/24/2014	DTFH7014E00012	1	Match for PE
PE	Cash	<u>\$235,762</u>	3/1/2015		DTFH7014E00012	2	Match for CN, CM
	Total:	\$255,762					

The following is the Wasco County's Finance Billing Information:

The following is Western Federal Lands Highway Division, FHWA Finance Billing Information:

DUNS# 084-415-959
Tax ID # 93-6002315
Finance Contact Monica Morris
Finance Phone (541) 506-2770
Finance Fax (541) 506-2771
Finance E-mail monicam@co.wasco.or.us
Project Contact Arthur Smith
Project Contact Phone (541) 606-2640
Project Contact Fax
Project Contact E-mail arthurs@co.wasco.or.us
Street Address 511 Washington Street
2705 E 2nd St
City, State, Zip The Dalles, OR 97058

DUNS# 139-768-597
Tax ID # 22-3934584
Finance Contact Genise L. Dance
Finance Phone (360) 619-7534
Finance Fax (360) 619-7945
Finance E-mail genise.dance@dot.gov
Project Contact Neal Christensen
Project Contact Phone (360) 619-7780
Project Contact Fax (360) 619-7945
Project Contact E-mail neal.christensen@dot.gov

Expiration Date: This Funds Transfer Agreement will expire on **December 31, 2017**.

The current authorized funding is \$255,762.00. In no case shall Wasco County or FHWA exceed this amount or extend the end date of the agreement without a mutually agreed upon written modification of this Agreement.

Scott C. Hege, Chair
Wasco County Board of Commissioners
7.1.2015
Date

Marlene M. Marcellay, Contracting Officer
Western Federal Lands Highway Division, FHWA
Date

Agenda Item

Surplus Vehicle

- [Chief Deputy's Memo](#)
- [Certificate of Title](#)
- [Order 15-060 Surplussing 1981 Ford Pickup](#)



Wasco County

SHERIFF

511 Washington St., Suite #102

The Dalles, Oregon 97058

Phone 541-506-2580

Fax 541-506-2581

To: Wasco County Board of Commissioners

6/15/2015

Re: Surplus of County Vehicle

Dear Commissioners:

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

- 1981 Ford Pickup (VIN# 1FTCF10EXBRA31011)

The aforementioned vehicle is no longer in use as has been cycled through to other departments for the purposes of the program.

Thank you for your consideration in this matter.

Sincerely,

Lane Magill
Chief Deputy

OREGON VEHICLE CERTIFICATE OF TITLE

MOTOR VEHICLES DIVISION OF OREGON CERTIFIES THAT THE APPLICANT HAS BEEN REGISTERED AS OWNER OF DESCRIBED VEHICLE AND DOCUMENTS FILED WITH THE DIVISION SHOW THE VEHICLE TO BE SUBJECT TO OWNERSHIP AND INTEREST SPECIFIED.

PLATE NUMBER E173183	TITLE NUMBER 8927243630	REG. DATE 091889	PROCESS DATE 092989	SURVIVOR NO	CONTROL NUMBER 5333860
YEAR 1981	MAKE FORD	STYLE PU	VEHICLE IDENTIFICATION NUMBER 1FTCF10EXBRA31011		EQUIP. NO.
OWNER / LESSEE <i>Wasco County Nursing Home</i>				ODOMETER READING	DATE OF READING

**WASCO COUNTY
DBA COLUMBIA BASIN NURSING HOME
COURTHOUSE
5TH/WASHINGTON
THE DALLES OR 97058**

ODOMETER READING AT THE TIME OF TRANSFER	ODOMETER READING (NOT TENTHS)	Date of Reading (if different from lines 1, 2 or 3):
If this is a motor vehicle not otherwise exempt from odometer reading requirements, I certify that the odometer reads as follows:	<input type="checkbox"/> Miles <input type="checkbox"/> Kilometers	

To the best of my knowledge, the reading is actual unless any of the following are true (check the box if any apply) ☐ The actual mileage is more than 99,999 mi/km; or the odometer reading is not the actual mileage and should not be relied upon; or the odometer was altered, set back or disconnected while I have had the vehicle or while someone else had possession of it. If the odometer was altered for repair or replacement while I have had the vehicle or while someone else had possession of it, I certify that ☐ The odometer was reset to the reading before the service OR ☐ It was reset to show _____ mi/km. The reading before repair or service was _____ mi/km.

SIGNATURE OF OWNER RELEASING INTEREST / CERTIFYING ODOMETER READING (SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)	DATE OF RELEASE
<i>1X Daniel Skovlen FOR WASCO COUNTY</i>	
SIGNATURE OF OWNER RELEASING INTEREST / CERTIFYING ODOMETER READING (SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)	DATE OF RELEASE
<i>2X</i>	
SIGNATURE OF OWNER / LESSEE RELEASING INTEREST (SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)	DATE OF RELEASE
<i>3X</i>	

SECURITY INTEREST HOLDER / LESSOR

NOT ON
VEHICLE LIST -
1981 FORD PU
1FTCF10EXBRA31011

SIGNATURE OF SECURITY INTEREST HOLDER / LESSOR	DATE OF RELEASE
<i>4X 12.30.10</i>	
SIGNATURE OF SECURITY INTEREST HOLDER / LESSOR RELEASING INTEREST	DATE OF RELEASE
<i>5X</i>	
SIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING INTEREST	DATE OF RELEASE
<i>6X</i>	

735-410 (3-89)

Protect your vehicle ownership rights by keeping this document in a safe place, such as a safe deposit box - NOT IN YOUR VEHICLE. Any alteration or erasure voids this title.

FOR OFFICE USE ONLY **E173183 1FTCF10EXBRA31011 8927243630 C**
1380 046 92 V1 T1 02 S8 M1 P5 E1 M0 33

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

IN THE MATTER OF SURPLUSSING 1981 FORD) ORDER
PICKUP VIN #1FTCF10EXBRA31011) #15-060

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

IT APPEARING TO THE BOARD: That said vehicle has reached
the end of its useful life; and

NOW THEREFORE, IT IS HEREBY ORDERED: That
above said vehicle will be considered surplus and the Sheriff is authorized to
dispose of this equipment according to the Wasco County Contracting
Regulations, Section 17 – Use or Disposal of Personal Property.

DATED this 4th day of March, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Agenda Item

Executive Session

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