

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, DECEMBER 16, 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
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [Regional Airports Letter to TSA](#), [Appointments](#), [Letter of Appreciation](#), [Connect America Letter](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 12.2.2015 Regular Session](#), [Reappointment Orders](#)

9:00 a.m. [Coordinated Transportation Plan](#) – Michele Spatz

9:10 a.m. [Library and Extension Service District Meetings – Budget Appointments](#)

9:15 a.m. [Watershed Councils Update](#) – Abbie Simmons/Pat Davis

9:30 a.m. [Open to Public Comment](#)

10:00 a.m. [Coordinated Care Organization Update](#) – Karen Joplin/Coco Yakley

10:15 a.m. [North Central Public Health District Funding Proposal](#) – Teri Thalhofer

10:25 a.m. [Community Corrections Biennial Plan](#)
[Justice Reinvestment Funds Agreements](#) } Molly Rogers

10:40 a.m. [Regional Foodbank](#) – Sharon Thornberry

10:55 a.m. [Office Move](#) – Jill Amery/Lisa Gambee

11:05 a.m. [State Marijuana Laws Discussion/Update](#) – Angie Brewer

NEW / OLD BUSINESS
ADJOURN



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 16, 2015

PRESENT: Scott Hege, Commission Chair
Rod Runyon, County Commissioner
Steve Kramer, County Commissioner

STAFF: Tyler Stone, Administrative Officer
Kathy White, Executive Assistant

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

Agenda Item – Coordinated Transportation Plan

Michele Spatz, MCEDD Project/Mobility Manager, stated that she wanted to make the Board aware that the Coordinated Transportation Plan will be updated this year; it is a necessary component in applying for State and Federal Special Transportation grant funding. She stated that the last plan was completed in 2009. She said that they are currently talking with stakeholders to identify service gaps with a focus on the four populations they serve – seniors, low income, disabled and limited English. She added that they are also updating their plans for Hood River and Sherman Counties with a goal to have the plan in place by November, 2016. She handed out a list of stakeholders and asked the Board to notify her if anyone should be added to the list.

Agenda Item – Service District Meetings

At 9:05 a.m. Chair Hege recessed the session to open Library Service District and 4H & Extension Service District meetings.

The session reconvened at 9:09 a.m.

Agenda Item – Watershed Councils Update

Pat Davis, Chair of the Wasco County Watershed Coordinating Board and Co-Chair of the White River Watershed Council, said that the Watershed Coordinating Board has been busy this year. This the Coordinating Board is a new concept intended to consolidate information and cut-down on reporting; they have finished their reorganization and set standards for how the watersheds should conduct business. He said that the Watershed Coordinating Board has established bylaws; each watershed council has bylaws that fit in with the Board's bylaws. He explained that there had been a concern that the individual councils might lose some of their local identity as they integrated with the Coordinating Board. In response, the Coordinating Board came up with a method to preserve the integrity and focus of the individual councils while still consolidating reporting.

Mr. Davis went on to say that the Coordinating Board negotiated an MOU with the Wasco County Soil and Water Conservation District (WCSWCD) to act as the fiscal sponsor; they take care of administering grants and employ staff for projects. He reported that Salem has said they will use the Wasco County Watershed Coordinating Board as a model as we are out front in developing the system for this. In addition, the WCSWCD, in conjunction with the Watershed Councils' Co-Chairs, has developed a new system to allocate staff time in support of the Watershed Councils; each Watershed has an assigned technical advisor.

Mr. Davis went on to report on each of the Councils:

15-Mile has gone through their first season using a program for warm water situations. Agricultural water users agree that they will divert water to the creek to bring the temperature down when appropriate. That process was initiated twice this year with good success – there was not a single instance of warm water salmon death. It is one of the few examples in the country where that program is working well. They also finished the design for an off-channel water reservoir that can be used to provide agricultural water and maintain stability in the creek. In addition, they are looking at a subterranean reservoir which will be cooler with no evaporation; they are looking for a good spot and hope to move forward next year.

The Dalles Watershed completed their Mill Creek project. They are pursuing the Greenway project from the bridge and working with the City of The Dalles and WCSWCD to obtain funding for the engineering. They have great volunteers doing clean-up work with lots of interest from the community. One issue for that project is what to do with the homeless population that locate there.

Mosier Watershed was successful in their efforts to secure \$1 million in funding to remediate co-mingling wells which are very expensive to identify and mitigate. They are on track to deal with about 90% of those; the work will start in 2016-2017. They also did a lot of work to get rules passed for well-drillers so that this will not happen in the future; it will be easier for the Water Resources Department to monitor that.

White River Watershed received a NRCS RCP grant for \$1.8 million for conservation through the piping of irrigation ditches.

Bake Oven Watershed began range land assessments this year and should get some grant funding for that work.

WCSWCD Watershed Coordinator Abbie Simmons added that OWEB awards Sherman and Wasco Counties \$100,000 for a small grants program administered by WSCWCD. Last year 10 landowners submitted for funding; 8 were approved.

Departments and Public Comment

Interim Finance Director Debbie Smith-Wagar stated that they have faced challenges in efforts to find a permanent replacement for her position. She said that using a firm for a nationwide search is an idea that has been discussed. The firm would target CPAs and other certification groups; it would be a more focused search. She explained that it would cost approximately \$20,000 but would be worth it to get the right person.

Mr. Stone added that the County has been looking since July and not had much response. He reported that one candidate withdrew because of the salary; this is the fourth or fifth time we have gone out for applications. He noted that the compensation program allows the County to put a premium on hard-to-fill positions. He said that he will be asking HR Answers to look at that. He said that the County has been out locally, regionally, state wide, posted to the Association of City and

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County Finance site, government finance sites, AOC, the Oregonian and Craig's List. Ms. Smith-Wagar stated that most applicants don't even know where The Dalles is; it will be important to market the community as well as the position.

Mr. Stone asked the Board for direction regarding the expansion of the search and the funding of the position.

Commissioner Runyon asked where the funding for the search would come from. Ms. Smith-Wagar replied that contingency, which is intended for unforeseen expenses, has money for this.

Chair Hege stated that there are really two requests being made; he would like to move forward with one or the other. He said that if the problem is the salary, he would like to adjust that and see if that alone can attract a candidate. If that is not successful, then the County can look at engaging a recruiter.

Mr. Stone observed that even if a recruiter is engaged, the salary is still an issue. Chair Hege agreed and suggested that the salary be adjusted, see if the County can find someone at the new rate and then look at a recruiter if the increase alone is unsuccessful.

*****The Board was in consensus to have Mr. Stone work with HR Answers to set a new salary for the Finance Director's position. They asked that Mr. Stone bring that information back to the Board.*****

Discussion Item – TSA Letter Regarding Klamath Regional Airport
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Commissioner Runyon stated that this letter is to offer support for the TSA re-federalization of Crater Lake Klamath Regional Airport. He explained that when the TSA pulled out, commercial entities pulled out which crippled the airport. He said that although our local airport is not yet commercial, it may be in the future. He said that the TSA workforce does not require highly skilled personnel and could use retired military to fill the need in rural areas.

*****The Board was in consensus to sign the letter supporting the re-federalization of the Crater Lake Klamath Regional Airport.*****

Discussion List - Appointments

Ms. White reviewed the memo in the Board Packet regarding the appointments being considered by the Board.

{{{Commissioner Kramer moved to approve Order 15-086 appointing Human Resources Manager Paula Brunt as the Wasco County ADA Coordinator. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Runyon moved to approve Order 15-141 appointing Community Corrections Manager Fritz Osborne to the Local Public Safety Coordinating Council. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Order 15-087 appointing the Wasco County Finance Director as the Wasco County Budget Officer. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Runyon moved to approve Order 15-118 appointing Mike Davis to the Wasco County Planning Commission. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Order 15-098 appointing Chief Deputy Lane Magill to the Local Public Safety Coordinating Council. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Runyon moved to approve Order 15-130 appointing Herb Snodgrass to the White River Watershed Council. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – Letter of Appreciation: Tom Linhares

Mr. Stone reminded the Board that Mr. Linhares, who recently completed his work for the County, had stepped in to fill the Assessor position following the sudden passing of Wasco County Assessor Tim Lynn in January, 2014. He said that the County will probably never fully realize what he did to save the County at a time when we were in disaster recovery mode. He said that he wants to recognize Mr.

Linhares efforts to take that on along with fostering the transition to and mentoring of Jill Amery, current Wasco County Assessor.

The Board was in consensus that Tom Linhares was a critical member of the Wasco County team and that a letter of appreciation should be sent to him.

Discussion List – Connect America Letter of Support

Commissioner Runyon stated that during an EDC meeting in Maupin he had suggested a letter writing campaign; Carrie Pipinich, in conjunction with Lisa Gambee and Mike Davis, put together the letter.

Chair Hege asked Commissioner Runyon to identify the goal of the letter. Commissioner Runyon replied that Century Link gets a lot of money each year for work in Wasco County; they should communicate with the local population to collaborate for a better outcome – better communication is the goal.

Chair Hege suggested that the request in the letter be made more specific.

County Clerk Lisa Gambee stated that she will work with Commissioner Runyon and Ms. Pipinich to make revisions. She said that Senator Merkley's aide Phil Chang suggested the letter be written to ask for intervention that may open the conversation and ensure efforts would not be duplicated. She reported that Mr. Chang has already had some talks with Senator Merkley. She said that they would talk with Mr. Chang regarding the strengthening of language in the letter.

The Board was in consensus to sign a letter, with possible changes, to Senator Merkley regarding the Connect America program.

Consent Agenda – Minutes/Re-Appointments

Chair Hege noted that the minutes included a passage in which Kathleen Cantrell stated that Wasco County falls under a rule that requires us to place the marijuana measures on the 2016 November ballot; that information is clearly not accurate. He asked if that has been cleared up. Mr. Stone replied that Planning Director Angie Brewer had been able to talk to Ms. Cantrell that day and explain the process to her.

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

Agenda Item – Coordinated Care Council Update
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Coco Yakley, Columbia Gorge Region CCO Operations Coordinator, and Dr. Kristen Dillon, Pacific Source Columbia Gorge Region CCO Director, reviewed the presentation included in the Board Packet. Ms. Yakley explained that State standards are raised each year for quality incentives; there are very precise qualifying requirements. While the Columbia Gorge Region does not receive all available funding, they are at a 70% payout; if they can turn one red to green the payout will go to 80% - if they can turn two, the payout will increase to 100%. An advisory panel has been tasked to prepare proposals on how to meet those goals. Dr. Dillon stated that they continue to improve in all areas but as goals are reached, qualifying standards are strengthened to continue to incentivize improvements.

Chair Hege noted that there are some areas in which we have failed three years running. Dr. Dillon responded that those failures do not indicate a lack of improvement but rather a failure to improve enough. The CCO continues to strive to meet goals in all areas. Ms. Yakley added that there is a delay between when surveys are taken and information is available regarding status of care. In addition, while capacity for care has not increased, the patient load has increased. She went on to say that we are in the top 40% in the state – compared to other CCOs we are doing well.

Ms. Yakley reported that emergency department use in The Dalles is high and they are looking at causes – could be the time of day, access to care, or marketing among other factors. They are looking for detail that will support a conclusion.

Dr. Dillon pointed out that most other developed countries already have regional health care; America does not. It is a great way to get the full spectrum of care providers together to improve care – it is very powerful to create one voice.

Chair Hege asked what the overall decision making process is. Dr. Dillon replied that it really depends on the question – operationally decisions are made by Pacific Source in collaboration with the CCO; funding decisions are made by the Health Council.

Molly Rogers, Youth Services Director and Wasco County representative to the

CCO, stated that there is a third community involved – a finance group works to bring recommendations and keep the Council within guidelines.

Karen Joplin, Hood River County Commissioner and Board Chair of the Columbia Gorge Health Council, stated that the Health Council provides guiding principles which Pacific Source develops.

Mr. Stone asked how the incentive funding is used. Ms. Yakley replied that not all funds have been distributed but are split 50/50 between the Health Council and Pacific Source. They are both looking at a range of investments to help evolve and improve services. Ms. Joplin added that the money is intended to help improve performance allowing them to increase that funding the next year.

Chair Hege asked how much funding they have received. Ms. Yakley replied that it is in the \$400,000 range; transformation funds were \$1.3 million. She added that they know a lot more now than when they started and continue to learn.

Ms. Joplin thanked the Board for their appointment of Molly Rogers to the Council; she is an important member at the table.

Chair Hege asked if Wasco County has a representative on the finance committee. Ms. Rogers replied that we did and once a new Finance Director is hired, they hope to add that voice back to the finance group.

Chair Hege thanked them for all the information and invited them to stay for the Public Health discussion.

Agenda Item – North Central Public Health District Funding Proposal
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NCPHD Executive Director Teri Thalsofer reported that funding reductions that occurred in July resulted in the clinic hours being reduced from five days a week to two afternoons a week. There was hope that those patients would go to primary care but there is limited access and Public Health continues to turn patients away – 35 clients in the last two months.

Chair Hege asked how many of those who are turned away are served later. Ms. Thalsofer replied that she does not have the staff to track that. She said that they

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discuss coverage and hours with the patients. Chair Hege noted that some are probably being seen but we do not know.

Ms. Thalhoffer went on to say that the patients are coming in for contraception, immunizations and STD testing; STD rates are escalating. She reported that access to primary care can take three to five months. She said that to increase the clinic hours they will need to hire a nurse and a .6 admin person.

Chair Hege asked if that will put the clinic back to five days and if it is a temporary measure while the CCO is getting up to speed. Ms. Thalhoffer replied that we do not have enough providers.

Commissioner Runyon asked where One Community Health fits in. Ms. Thalhoffer replied that they have a walk-in clinic with limited access; their requirements for patient care are around undocumented patients. Commissioner Runyon asked if Public Health patients are directed to One Community Health. Ms. Thalhoffer replied that they are.

Chair Hege asked if the CCO has anything to add to the discussion; he asked if there is more of an access issue in Wasco County than there is in Hood River County.

Dr. Dillon replied that this is an example of why regional care makes a difference – the overall goal is good access to good care. She stated that there is active recruiting for more providers for both dental and medical health care. She said that the CCO needs to look at the access in Wasco County. Ms. Yakley concurred saying that the easiest patient route is to call 9-1-1 – it is also the most expensive. She said the whole system needs to be evaluated.

Mr. Stone stated that we need to bridge the gap to transition patients from Public Health to private care; we need work together to accomplish that.

Ms. Thalhoffer stated that they believe in that model but access is currently a problem; Public Health is the stop-gap.

Ms. Yakley said that they have not yet reached that goal but are moving toward that; the CCO wants to work with Public Health to collaborate on a solution for the

community.

Ms. Joplin reported that the Health Council is concerned about this; Oregon underfunds public health care and is 51st in the country for mental health funding.

Chair Hege said that he appreciates Ms. Thalsofer coming forward and would like to see some conversations between the CCO and Public Health to look at solutions to health care access.

Agenda Item – Community Corrections Plan

Ms. Rogers reminded the Board that they had already approved this plan submitted by former Community Corrections Manager Robert Martin. The State responded that not all the dollars were accounted for in the plan as not all the funding decisions had been made. Changes have been made to the plan – strictly in the budget, none of the narrative – and it has been accepted by the Department of Corrections.

{{{Commissioner Kramer moved to approve the revised Community Corrections Plan. Commissioner Runyon seconded the motion which passed unanimously.}}}

Chief Deputy Lane Magill introduced newly hired Community Corrections Manager Fritz Osborne. Mr. Osborne stated that he had been a Washington State Parks Ranger and then spent time as a guard at NORCOR. He said that he is very excited to begin work at Community Corrections.

Agenda Item – Reinvestment Contracts

Ms. Rogers explained that the first contract is for reinvestment funding from the State to Wasco County. Chair Hege asked if LPSCC has seen this. Ms. Rogers replied that LPSCC approved both the plan and the state contract.

{{{Commissioner Runyon moved to approve the Criminal Justice Commission Justice Reinvestment Grant Program agreement between Wasco County and the State of Oregon. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Rogers stated that the next two contracts are to disperse reinvestment funding to NORCOR and Haven.

{{{Commissioner Kramer moved to approve the Agreement between Haven and Wasco County for Reinvestment Grant funding. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Runyon moved to approve the Agreement between NORCOR and Wasco County for Reinvestment Grant funding. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Regional Food Bank

Sharon Thornberry, Rural Communities Liaison for Oregon Food Bank, stated that she works with communities to transition to regional foodbanks. She said that there is a core network of food banks for Oregon and Klickitat County, Washington; she wants to help the region meet standards. Ms. Thornberry reviewed the presentation included in the Board Packet. She stated that there is an amazing network of partner agencies in the area that do a great job, but there are gaps. For instance, there is not a pantry in Southern Wasco County and Sherman County's pantry is open only one day a week. She added that they want to collaborate with the CCO; access to produce is a huge piece for nutrition and the control of diabetes. She went on to say that they want to educate about cooking, budgeting and gardening as well as gather information from the hungry to help inform services. She reported that they will have a RARE intern in the fall to help assess needs.

Ms. Thornberry stated that they have partnered with Polehn Farms and are using their docks to make deliveries; they have delivered every Thursday. Commissioner Runyon asked if there is a contract for the use of the docks. Ms. Thornberry replied that there is but it is nominal; Polehn Farms is being very generous.

Ms. Thornberry went on to say that there is a need for repack space with a triple sink. They want to be able to recover meat, deli and produce from grocers. They need coolers as well. She said that she will handle the community process; Adrian Byner is doing the partner work.

Chair Hege asked who pays for warehouses. Ms. Thornberry replied that the Oregon Food Bank puts in some money but most is donations, grants and fund raising.

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Commissioner Runyon asked why they cannot continue to use the current warehouse. Ms. Thornberry responded that it would be too costly to bring it up to standard; it was a beautiful meat processing space but is not suitable for their current needs.

Maryann Durkin, President of the Fish Food Bank in Hood River and CAP Board Member, stated that they are concerned about hunger and food insecurity in Wasco County. She asked why OFB did not come to them 3-4 years ago – CAP has invested in infrastructure and improved access in underserved communities. She said that she is glad to have Ms. Thornberry here and thinks this should have been started long ago; it has been too abrupt. She expressed concern that there has not been an entity identified to take over CAP's role.

Ms. Thornberry stated that the OFB will act as interim and will be hiring staff to help with that. She stated that there are hard questions that she is not able to answer. She said that Suzanna Morgan will be at MCCOG next Tuesday and will be able to address some of those questions. She added that she is from a rural community and understands their needs; she wants to help the community.

Chair Hege thanked Ms. Thornberry and encouraged Ms. Durkin to stay involved in the process. Ms. Durkin replied that she has been involved and will continue to represent CAP throughout the process.

Ms. Thornberry reported that there was a meeting of nearly 40 people last week – every county was represented. The OFB works hard to communicate.

Chair Hege remarked that the presentation was exciting – it is a comprehensive program that will provide a lot if it can be accomplished. Ms. Thornberry assured him that they will meet their goals; she has had exciting calls from partners already – we can do this!

South Wasco Alliance Chair Mike Davis said that there is a need for a food bank in southern Wasco County; he would like for Ms. Thornberry to come speak to the SWA. Ms. Thornberry replied that she would be happy to talk to any group. Commissioner Runyon thanked Ms. Durkin and Ms. Joplin who worked to represent both Wasco and Hood River Counties in this transition.

Sarah Sullivan of Gorge Grown Food Network said that they are interested in supporting the work of the food banks – especially getting more produce to those who need it. She hopes to do more work toward that in all 5 counties of the region.

Agenda Item – Office Move

County Assessor Jill Amery reported that they are on budget and on schedule for the move that will see the Assessor and Clerk's offices trade spaces. The move is planned to take place starting at noon on Friday, January 8th and concluding at noon on Monday, January 11th. Staff from the Clerk's office and Assessor's office will be available in Room 302 while the offices are closed. They will begin painting the spaces tomorrow night.

Chair Hege commented that it is very exciting to see the team work going on to make this happen.

Agenda Item – State Marijuana Laws

Planning Director Angie Brewer introduced newly hired Long-Range Planner Kelly Housely-Glover who began Monday and brings a lot of experience to the County. Ms. Housely-Glover holds a PHD in planning and taught at PSU. Economic Development was the focus of her PHD.

Chair Hege welcomed Ms. Housely-Glover stating that it has been more than a decade since the County has had a long-range planner.

Ms. Brewer stated that the 1st Planning Commission Hearing for the LUDO revisions regarding time, place and manner regulations for marijuana production, processing and sale will take place this afternoon at 3:00 p.m. with another hearing scheduled for December 21st. Since there needs to be at least 20 days between the Planning Department notification mailing and Board action, the December 28th Board Hearing will take place and then be continued to January 11, 2016. She reported that there has not been much feedback from the public which she believes is in part due to the fact that the Planning Commission has been building on good work done by other counties.

Ms. Brewer reported that she has received a couple of emailed suggestions and she

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anticipates feedback from the rural residential and forest zone residents. She stated that the current draft will prohibit uses in those zones. She said that there is still work to be done on procedures for the intake of applications including a decision on whether or not to charge a fee. That process needs to be in place in the next couple of weeks.

Chair Hege said that he has inquired about the response time for applications and learned that we have 21 days; we should have our rules in place by then. Ms. Brewer stated that the Planning Commission anticipates the Board will consider the ordinance revisions as an emergency which would allow immediate implementation.

Ms. Brewer went on to say that she has spoken to the Columbia River Gorge Commission to let them know that the County needs information as to their position; otherwise, we will have to follow the State regulations. They have agreed to put something together. They believe that grows cannot occur in the scenic area since there are federal laws that would prohibit that activity.

Commissioner Kramer asked DA Eric Nisley if there are any federal/state conflicts for him. DA Nisley replied that for the most part, unless there is a huge grow, the federal government is not interested in pursuing cases – they have turned down cases as large as 50 pounds. He said that it is interesting because although the feds do not want to pursue the case, the DA's office cannot return the product as they would violate federal law in doing so. He said that the biggest issue he sees is in the "gray market;" while it is legal for anyone to have up to four plants, it is illegal to transport across state lines or to sell to friends. He added that it invites criminal activities noting that people involved in this industry are often criminal.

Commissioner Runyon noted that no smoking signage will need to be changed as marijuana use is not permitted in public; he noted that he had recently observed someone using a marijuana bowl near the 9-1-1 annex. DA Nisley added that the edible products will be a problem; images are directed toward children.

Commissioner Kramer asked if there will be any budget implications for the DA's Office. DA Nisley responded that he does not think so; it will create only a few more cases. Commissioner Kramer said that he would like to see DUII tracking over the next year to know if there is an increase in marijuana related DUIIs. He thanked DA

Nisley for taking the time to attend the session.

Chair Hege adjourned the session at 11:37 p.m.

Summary of Actions

Motions Passed

- To approve Order 15-086 appointing Human Resources Manager Paula Brunt as the Wasco County ADA Coordinator. Commissioner Runyon seconded the motion which passed unanimously.
- To approve Order 15-141 appointing Community Corrections Manager Fritz Osborne to the Local Public Safety Coordinating Council.
- To approve Order 15-087 appointing the Wasco County Finance Director as the Wasco County Budget Officer.
- To approve Order 15-118 appointing Mike Davis to the Wasco County Planning Commission.
- To approve Order 15-098 appointing Chief Deputy Lane Magill to the Local Public Safety Coordinating Council.
- To approve Order 15-130 appointing Herb Snodgrass to the White River Watershed Council.
- To approve the Consent Agenda – 12.2.2015 Minutes & Reappointments.
- To approve the revised Community Corrections Plan.
- To approve the Criminal Justice Commission Justice Reinvestment Grant Program agreement between Wasco County and the State of Oregon.
- To approve the Agreement between Haven and Wasco County for Reinvestment Grant funding.

- To approve the Agreement between NORCOR and Wasco County for Reinvestment Grant funding.

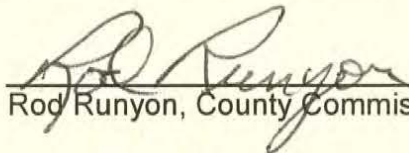
Consensus

- To have Mr. Stone work with HR Answers to set a new salary for the Finance Director's position.
- To sign the letter supporting the re-federalization of the Crater Lake Klamath Regional Airport.
- That Tom Linhares was a critical member of the Wasco County team and that a letter of appreciation should be sent to him.
- To sign a letter, with possible changes, to Senator Merkley regarding the Connect America program.

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Scott Hege, Commission Chair



Rod Runyon, County Commissioner



Steve Kramer, County Commissioner

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DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Regional Airports Letter](#) – Commissioner Runyon
2. [Appointments](#) – Kathy White
3. [Letter of Appreciations](#) – Tyler Stone
4. [Connect America Letter](#) – Commissioner Runyon

Discussion Item
Regional Airports – Letter to TSA

- [Letter supporting re-federalization of Crater Lake
Klamath Regional Airport](#)



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*

Tina Burke
Stakeholder & Customer Support Manager, Oregon
Transportation Security Administration
8338 NE Alderwood Road, Suite 200

RE: Re-Federalization of the Crater Lake Klamath Regional Airport

December 16, 2015

Dear Ms. Burke,

We are writing in support of the re-federalization of the Crater Lake Klamath Regional Airport. Having a small airport in our region, we understand the significant impact a small airport can have in rural counties.

Small regional airports provide a base for agricultural spraying, livestock searches as well as crop and forest inspections. In addition to supporting agriculture, regional airports offer support for business recruitment, economic development, and recreational tourism. Beyond the economic benefits, regional airports are vital to public safety, law enforcement, national defense, emergency response, disaster relief and fire control in regions with limited resources.

It is clear to us that regional airports are important to the quality of life in small Oregon counties; we urge the TSA to seriously consider the re-federalization of the Crater Lake Regional Airport.

Thank you,
Wasco County Board of Commissioners

Scott C. Hege, Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

Discussion Item

Appointments

- [Staff Memo](#)
- [Order 15-086 Appointing Paula Brunt as ADA Coordinator](#)
- [Order 15-141 Appointing Fritz Osbourne to LPSCC](#)
- [Order 15-087 Appointing Finance Director as Wasco County Budget Officer](#)
- [Order 15-118 Appointing Mike Davis to the Planning Commission](#)
- [Order 15-098 Appointing Lane Magill to LPSCC](#)
- [Order 15-130 Appointing Herb Snodgrass to White River Watershed Council](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: APPOINTMENTS
DATE: 12/11/2015

BACKGROUND INFORMATION

ADA Coordinator – this appointment has been designated to our HR Generalist Barbara Case as Wasco County did not have a Human Resources Manager. In November, 2015 the County hired Paula Brunt as our HR Manager; with Ms. Case's appointment expiring, it is appropriate to appoint Ms. Brunt as the ADA Coordinator.

LPSCC has statutory membership requirements that include Community Corrections. Fritz Osbourne was recently hired as the manager of Wasco County Community Corrections and will fill that position on the Council.

Budget Officer – In years past the Finance Director has been personally named as the budget officer. Since the person in that position can change, it has been determined that it is more effective to designate the position rather than the specific person.

Planning Commission – A few years ago the Wasco County Planning Department created two alternate positions as an "on-ramp" to the Planning Commission. This system allows the alternates to attend and participate in Commission meetings for on-the-job training to prepare them to move in to a Commissioner position when Commissioners retire. Mike Davis was appointed as an alternate one year ago and has consistently attended and participated in Planning Commission meetings.

LPSCC – In light of the upcoming retirement of Sheriff Eiesland, Council Chair feels it is appropriate to have the Chief Deputy appointed to provide continuity for the group.

White River Watershed Council – John McElheran resigned his position on the Council. The White Water River Watershed Council recommends Herb Snodgrass' appointment to fill that vacancy.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF)
PAULA BRUNT AS WASCO COUNTY'S) O R D E R
AMERICAN DISABILITY ACT COORDINATOR.) #15-086

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 due to the requirements of
the American Disability Act, Wasco County is required to appoint an American
Disability Act Coordinator; and

IT FURTHER APPEARING TO THE BOARD: That Paula Brunt,
Human Resources Manager, is willing and is qualified to be appointed to serve as
Wasco County's American Disability Act Coordinator.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Paula Brunt
be and is hereby appointed as Wasco County's American Disability Act
Coordinator, said term to expire on December 31, 2017.

DATED this 16th day of December, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

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

IN THE MATTER OF THE APPOINTMENT OF)
FRITZ OSBOURNE TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-141

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Fritz Osbourne is
willing and is qualified to be appointed to the Wasco County Local Public Safety

Coordinating Council to represent the Community Corrections Manager position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Fritz Osbourne be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT)
OF WASCO COUNTY'S FINANCE DIRECTOR) ORDER
AS WASCO COUNTY'S BUDGET OFFICER) #15-087

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 current Wasco County
Budget Officer Monica Morris is no longer employed with Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County's Finance Director is qualified to be appointed to serve as the Wasco County Budget Officer.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the Wasco County Finance Director be and is hereby reappointed as the Wasco County Budget Officer; said term to expire on December 31, 2016.

DATED this 16th day of December, 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

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF)
MIKE DAVIS TO THE WASCO COUNTY) O R D E R
PLANNING COMMISSION, POSITION #5.) #15-118

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 Kenneth McBain has
announced his retirement effective at the end of his current term on the Planning
Commission; and

IT FURTHER APPEARING TO THE BOARD: That Mike Davis has
served as an alternate on the Planning Commission since December, 2014; and

IT FURTHER APPEARING TO THE BOARD: That Mike Davis is
willing and is qualified to be appointed to the Wasco County Planning
Commission to fill the vacancy.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Davis
be and is hereby appointed to the Wasco County Planning Commission, Position
#5; said term to expire on December 31, 2019.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE APPOINTMENT OF)
LANE MAGILL TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-098

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Lane Magill is willing
and is qualified to be appointed to the Wasco County Local Public Safety
Coordinating Council to represent an At-Large position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lane Magill be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE APPOINTMENT)	
OF HERB SNODGRASS TO THE WHITE RIVER)	ORDER
WATERSHED COUNCIL)	#15-130

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

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

IT FURTHER APPEARING TO THE BOARD: That John McElheran has resigned his appointment to the White River Watershed Council creating a vacancy on that Council; and

IT FURTHER APPEARING TO THE BOARD: That Herb Snodgrass is willing and is qualified to be appointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Herb Snodgrass
be and hereby is appointed to White River Watershed Council for a term to expire on
December 31, 2018.

DATED this 16th day of December, 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

Discussion Item
Letter of Appreciation

- [Letter to Tom Linhares](#)



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*

Tom Linhares
740 Golden Pheasant Drive
Redmond, OR 97756

December 16, 2015

Dear Tom,

In January of 2014, Wasco County suffered the sudden and tragic loss of our County Assessor Tim Lynn. Such a critical position cannot remain vacant for long and the County immediately began to search for someone qualified who could steer the department until the County could appoint someone. Tom, we were so fortunate to find you! You came in and not only kept the boat afloat, but supported the Assessor's staff through a trying time.

Once we found someone to step into the position of Assessor on a more permanent basis, you stayed to help guide and mentor her to ensure a smooth transition and continued to return to help us solidify and document processes for the Assessor's Department.

Wasco County will be forever grateful to you for your grace and professionalism throughout the time you spent with us – you will always be part of the Wasco County family!

Wasco County
Board of Commissioners

Scott C. Hege, Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

Discussion Item
Connect America Letter

- [Staff Memo](#)
- [Letter to Senator Merkley](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: CONNECT AMERICA LETTER
DATE: 12/11/2015

BACKGROUND INFORMATION

Commissioner Runyon's attendance and participation in a November Broad Band Forum in South County sparked communications with Regional Solutions, the Economic Development Commission and Senator Merkley's office regarding the need for collaboration to advance broad band expansion that can "change lives and build an economy in our most rural sectors." This letter is a result of those communications. The letter is a final draft; however the intent is to have more than just the Board of Commissioners sign-on to this effort. A signature page is forthcoming.

December XXXX, 2015

The Honorable Senator Jeff Merkley
United State Senate
313 Hart Senate Office Building
Washington DC 20510-3705

RE: Connect America Fund II Rural Broadband Investment Coordination Opportunities

Dear Senator Merkley,

We applaud the significant investment that the Connect America Fund II is making to improve rural broadband access in Oregon. This is a step in the right direction to address the challenges our communities face in accessing true broadband services.

Broadband is a key link to markets, customers, and services for Wasco County businesses, and resources for health care, education, and public safety for residents. However, due to our rural nature, and challenging and diverse terrain, building the broadband infrastructure to meet our county's business and community needs can be incredibly costly for a limited customer base. CAF awards are a key piece for addressing these needs that have not been met.

Our region has come together for many years, since the Gorge Teleconsortium in the early 2000s, to support and partner with internet service providers to bring access to our most un-and under-served areas. This letter is indication of the importance of this work to Wasco County-with diverse organizations coming together to address these issues. Signatories include Wasco County, South Wasco Alliance, City of Maupin, Q-Life Intergovernmental Agency, and Mid-Columbia Economic Development District, but supporters of increased broadband access in the region include many more of our residents, businesses and organizations.

As a result of these coordination efforts, and prioritization of broadband access by the North Central Regional Solutions Advisory Committee, the region has also received an investment of approximately \$1.2 million from the State of Oregon through Governor Kate Brown's Regional Solutions program to invest in open access middle mile broadband delivery in Sherman and Wasco Counties. In addition to this state investment, Q-Life, an intergovernmental agency formed by the City of The Dalles and Wasco County, is considering additional local investment to move a project forward in the Maupin area.

With investments coming from CAF II of \$671,366 per year in Wasco County to connect 1,345 locations, we see an opportunity to collaborate with CenturyLink as they invest these federal funds alongside state resources to enhance their impact for communities and businesses. We seek your support in bringing together CenturyLink representatives with local and regional leaders to discuss their build out plans in Wasco County. The focus of this effort is identification of opportunities to leverage these funds to further increase access for our rural communities in desperate need of these connections.

The FCC's Connect America Fund II investment in rural broadband will increase connectivity, but we see opportunities to increase its effect through this coordination. CAF II is just the beginning of the needed

investment to connect our rural communities, and we hope that this round can set an example of the power of communication and leveraging in partnership with states and rural areas to improve the impact of this significant federal investment now and moving forward.

Thank you,

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 16, 2015**

CONSENT AGENDA

1. [12.2.2015 Regular Session Minutes](#)
2. [Reappointments](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 2, 2015

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

At 9:00 a.m. Acting Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. He announced that Chair Hege is absent due to the birth of his first grandchild. He added a volunteer award to the agenda.

Volunteer Award

Acting Chair Runyon commended Jennifer Borne, Work Source Disabled Veterans Employment Representative and member of the Wasco County Veterans Services Advisory Committee, for her work in organizing a Veterans Stand Down at the Civic Auditorium in The Dalles. He stated that the event was an excellent service to the community and presented Ms. Borne with a certificate of appreciation.

Ms. Borne said that the event served 45 veterans – 39 male veterans and 6 female veterans. Most of the veterans were from The Dalles area but there were some from other areas – 3 from Portland, 1 from Hood River, 1 from Mosier, 1 from Eugene, 1 from Carson, Washington, 5 from Dallesport, 2 from Salem, 1 from Ranier, 1 from Wasco, 1 from Springfield and 1 from Wishram, Washington. Ten of the veterans were identified as homeless. Fourteen veterans received dental care – some of it extensive. Other services that were provided included mental health, eyeglasses from

the Lions, housing and shelter, employment and job training assistance, veterans benefit counseling, personal hygiene kits and haircuts.

Ms. Borne reported that 22 veterans received surplus. She said that 27 volunteers participated in the event from various local and out-of-area organizations including the Lions Club, Red Hat Society, Hope for Heroes, the Veterans Services Advisory Committee, Salvation Army, VFW Auxiliary, and the Veterans Ad Hoc Committee. She added that she has a list of additional providers she would like to have join the event next year: the DMV, legal services, flu shots, medical screenings, audiometry, faith counseling, social security and substance abuse.

Discussion List – VOCA Grant

Victims Assistance Coordinator Judy Urness said that they have someone on staff that will be working for three hours a day in the Victims Assistance program; the DA's Office is looking for someone to cover the reception desk for those three hours. She said that they hope to hire that part-time position by January 1, 2016.

Commissioner Kramer asked about the gap between the end of the grant and the reporting requirement deadline. He also noted that the contract appears to say that we do not have to report and yet sets a timeline for reporting. Ms. Urness replied that she does have to report; legal would have to explain the contradiction. She stated that they allow one month for staff to complete and submit the report following the end of the grant cycle.

Acting Chair Runyon asked about the requirement to return unused funds. Ms. Urness responded that although funds have been carried over, to her knowledge none have had to be returned.

{{{Commissioner Kramer moved to approve the 2015-2017 VOCA and CFA Non-competitive Grant Agreement VOCA/CFA-2015-WascoCo.DAVAP-0005. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Discussion List – Records Retention Policy

Ms. White explained that the County has followed the Secretary of State's retention schedule but has never formally adopted a policy that directs the use of the State's retention schedule. This policy will correct that oversight.

{{{Commissioner Kramer moved to approve Resolution #15-016 in the matter

of adopting the Wasco County General Records Retention Schedule. Acting Chair Runyon seconded the motion which passed unanimously.}}

Discussion List – Courthouse Improvement IGA

Mr. Stone explained that this IGA is for the improvements to the Courthouse regarding the emergency generator. The IGA formalizes OJD's financial contribution. It is great that we have gotten a grant; this will update the Courthouse electrical including the generator – it has been on the capital improvement list for 10 years.

{{{Commissioner Kramer moved to approve the Courthouse Improvement Intergovernmental Agreement OJD Contract #160027. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Discussion List – Home at Last Deed Donation

Mr. Stone reported that the County has been working on this for some time. Since County Counsel drafted both documents, he is comfortable moving forward in her absence. Ms. White explained that there is a consideration to be paid by Home At Last to cover the County's legal costs for the donation; she asked that if the Board approves the deed sale, that they do so pending payment.

{{{Commissioner Kramer moved to approve the Memorandum of Donation Agreement whereby Wasco County will donate certain property to Home at Last Animal Friends, Inc. Acting Chair Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Statutory Bargain and Sale Deed with Possibility of Reverter pending Home at Last's payment of consideration for County legal expenses. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Public Comment – Marijuana Options

Kathleen Cantrell of Dufur Valley Road asked if the Board has made a determination regarding the possibility of opting out of the State laws on marijuana. She provided the Board with a print out of a web page and said that Wasco County automatically falls under the rule that states we must put it on the ballot. She stated that she has been in contact with many agencies including OLCC and suggested that the Board make contact with them as well – she spoke to Roslynn @ 503.872.6366. She said that it is

not in the Board's hands and we may not need to invest anymore time.

Acting Chair Runyon said that one thing the Board has learned is that this is a complex issue. He said that the information will be passed on to County Counsel and the AOC representative to get it sorted out.

Consent Agenda – 11.4.2015 Minutes & Property Lien

Ms. White explained that the property lien is the last step in a process already approved by the Board. The Codes Violation carried with it a daily fine which cumulatively cannot exceed \$10,000; that maximum fine has been reached which triggers the lien.

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

Agenda Item – Road Renaming Application

Associate Planner Dawn Baird reviewed the staff report included in the Board packet. She said that the applicant, John Blanck, had wanted to attend but icy road conditions prevented him from traveling. Ms. Baird reported that the application submission had been triggered when Mr. Blanck and Ms. Bushman requested a street address for a residence they will be building. She explained that there is no state law governing the naming/renaming of streets; each local jurisdiction is free to develop their own process – Wasco County has established a process which is being followed. She stated that all the affected property owners support the change and the Planning department recommends approval.

{{{Commissioner Kramer moved to approve Order 15-140 in the matter of the request by John Blanck and Mary Bushman to rename the portion of Dell Vista Drive located between Mount View Way and Dundas Way to Dundas Way. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Planning Director Angie Brewer announced that Associate Planner Patricia Neighbor had family business to attend to and has left her position with Wasco County. She went on to say that her department has recently added three new staff members; there is still one position they are working to fill and will now begin the process to fill Ms. Neighbor's position.

Commissioner Runyon noted that the new positions have been planned for some time and are in the budget. Ms. Brewer concurred, saying that the positions are not new but had been vacated due to previous budget concerns; these additions to the staff are building the department back as well as part of transition planning.

Agenda Item – Road Vacation Report

Public Works Director Arthur Smith stated that the road being proposed for vacation is part of a 1910 subdivision that has never been developed; the road is unbuildable and there is no public need for a road at that location. He reported that there is one utility easement and that will remain in place. He observed that the petitioning landowner owns both sides of the road.

Commissioner Kramer noted that this is an area motorcyclists have been using but is private property all around. He asked if there are fences on the property lines. Mr. Smith replied that there are no fences but they have a temporary cable gate where their ownership begins. He stated that the landowner's intention would be to fence it to delineate where their line is for development. He pointed out that there is still the west end of Road H that is accessible for us with a dedicated public right-of-way that will still be there. He said that nothing has happened with this road in over 100 years and he has no expectation that anything will. He said that the petitioner's fee was adequate to cover the costs of research and reporting.

Acting Chair Runyon asked when development will begin. Mr. Smith replied that he expects site prep will begin soon with building to start in the spring.

It was noted that the title of the vacation order was inaccurate; Ms. White said that she would get it corrected before the Board signs.

{{{Acting Chair Runyon moved to approve Order 15-039 with the following corrected title: In the matter of the proposed vacation of a portion of Public Road "H", within Fruitland Park Addition, adjoining Lots 46, 47, 59 and 60, Section 5, T1N, R13E, and Section 32, T1N, R13E, W.M. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Youth Think AMA Healthy Living Grant Contract

Prevention Coordinator Debby Jones explained that this is the third time in eight years the County has received this award. The AMA does not allow any entity to receive the

grant funding in consecutive years. She said that the current plan for this funding is to run an intense three-month campaign much like the Parents-Who-Host campaign. She said that part of the campaign will be presentations by Dr. McElvane for the public, in schools and for medical providers. She noted that this grant was significant in getting the local law enforcement on board for a drug box turn-in program which has been very successful.

Commissioner Kramer said that he would like to meet with Ms. Jones to talk about how to tie her efforts in with the Hazardous Waste program to get more drop boxes in place.

{{{Commissioner Kramer moved to approve the AMA Foundation 2015 Healthy Living Grant Agreement for prescription drug safety. Acting Chair Runyon seconded the motion which passed unanimously.}}}

The Board asked Ms. Jones to weigh in on the current discussions regarding the State marijuana laws. Ms. Jones replied that in a perfect world Youth Think would have liked for voters to have voted down the marijuana law. She said that they would like to know from the cities and County if they are marijuana friendly or marijuana restrictive; they want to see families and children protected. She added that Youth Think would like for cities and the County to consider the 3% local tax to address the social debris that will result from legalization.

Acting Chair Runyon called a recess at 10:02 a.m.

The session reconvened at 10:10 a.m.

Agenda Item – LUDO Update Resolution

Ms. Brewer stated that this resolution formalizes the Board's direction from the October 21, 2015 Board Session and is a necessary part of the process to implement their direction to develop time, manner and place regulations for the growing of marijuana.

Acting Chair Runyon observed that the Board decided to do this regardless of any future decision regarding opting out of the State marijuana laws. Ms. Brewer added that these developing regulations will have no effect on the opt-out process.

{{{Commissioner Kramer moved to approve Resolution 15-017 in the matter of

directing and authorizing the Wasco County Planning and Development Department to initiate a legislative text amendment to the Land Use and Development Ordinance pursuant to changes resulting from HB 3400 of the 2015 Oregon Legislative Session (File Number PLALEG-15-11-0001). Acting Chair Runyon seconded the motion which passed unanimously.}}

Agenda Item – State Marijuana Laws Discussion
--

Ms. Brewer reported that the Planning Commission has been working through the draft ordinance; it is posted on their Long-Range Planning web page and they have sent out Measure 56 notices. She stated that they have not had many people attending the work sessions but Ms. Jones and the Water Master have attended. She reported that they are modeling after the Clackamas County ordinance which Deschutes County is also using. She stated that the ordinance being developed at the Wasco County Planning Commission is a little more restrictive – the current draft prevents residential and rural residential zones from growing; most of the growing will be in agricultural and forest zones with processing restricted to industrial and light industrial. She said that it imposes 1,000 foot setbacks from schools, parks, etc. She pointed out that it is still a draft and subject to change. The first hearing is scheduled for December 16th with a built in continuance for December 21st. It is scheduled to come before the Board of Commissioners on December 28th.

Acting Chair Runyon said that he has looked at the documents that are posted online; there is a lot of good information there. He added that the Planning Commission meetings begin at 3:00 p.m. and are held at the Discovery Center.

Acting Chair Runyon went on to say that Ms. Cantrell had brought forward some information earlier in the session – looking at it, Wasco County is doing just what it should do. He noted that the piece missing from Ms. Cantrell's information was what the County can do under the legislation – if the County chooses to opt out, it will automatically go to the ballot; if the County does nothing, it will not go to the ballot unless the public takes it there. Ms. Brewer pointed out that the current work being done by the Planning Commission has no effect on that process.

Ms. Jones said that she appreciates the foresight being exercised to amend the ordinance which will prevent grandfathered uses. Acting Chair Runyon reminded everyone that these regulations will only apply to the unincorporated portions of the County.

WASCO COUNTY BOARD OF COMMISSIONERS
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Ms. Brewer stated that the Planning Commission wanted to start with a draft that is protective of families and residences and then let developers make their arguments for revisions – the Planning Commission is trying to consider both sides.

Mr. Stone asked if there is a way for people to find out where they will fall in the proposed zoning restrictions. Ms. Brewer responded that on the home page of the Planning website there is a tool; staff is available to help the public navigate that if they have any problems. Mr. Stone asked if there is any way to simplify the map. Ms. Brewer said she would talk to the GIS Coordinator to see what can be done.

Owen Papworth asked how the proposed language will impact patients who want to grow their own. Ms. Brewer responded that the County has no role in personal grows of up to four plants. She said that they are still looking at the medical program. Mr. Papworth cautioned against restricting patients' rights; these are the people who get the most benefit. He said that he thinks the Clackamas ordinance makes sense. Ms. Brewer asked that he submit his comments in writing and encouraged him to attend the December 16th Planning Commission hearing.

The Dalles Chronicle Reporter Derek Wiley asked how long an ordinance would take to go into effect. Ms. Brewer replied that it can be done as an emergency ordinance which would take effect upon adoption.

Acting Chair Runyon stated that he is pleased with the County response to a difficult issue; there have been town halls and it has remained on the agenda for many sessions. He said that the County is trying to be open and educational along with taking input from the public. Ms. Brewer reported that she is the only staff working on this right now; she has received voice mails on both sides of the issue and is continuing to receive public input.

John Pearson of Mosier said that he appreciates the town halls and information. He said that he did not know there had been Planning Commission work sessions. Ms. Brewer said that the work sessions are open to the public and have been noticed in both the local paper and on the Planning website. She said that no more work sessions are planned but they will do more outreach before the December 16th hearing. She said she would be happy to talk with him further and accept comments for the hearing.

Ms. Brewer thanked Ms. Jones and Juvenile Director Molly Rogers for the time they

have given to help and the input from the leadership team.

Commission Call

Commissioner Kramer stated that he would like to invite the District Attorney's Office to provide input regarding the ramifications of Measure 91 and House Bill 3400. He shared a draft letter extending that invitation and asked if the Board would like to join him in the invitation or prefer that he send it under his own name. Acting Chair Runyon said that he would be glad to sign the letter.

*****The Board was in consensus to send a letter to the District Attorney's Office inviting them to the December 16th Board session to provide input regarding the ramifications of Measure 91 and House Bill 3400.*****

Acting Chair Runyon recessed the session at 10:30 a.m. noting that the session would reconvene at 5:30 p.m. for a scheduled discussion of the future of Building Codes in Wasco County.

The session reconvened at 5:33 p.m.

Agenda Item – Building Codes in Wasco County

Acting Chair Runyon stated that the Board is here to listen; the County is working through a process. He noted that neither he nor Commissioner Kramer has participated on any committees and no vote is being proposed at this time.

Mr. Stone reminded everyone that several weeks ago the Commission tasked administration to put together a group to look at Building Codes Services as they are offered in Wasco County. He said that the group determined that in order to start that process they should determine what would be good for Wasco County – what would be the ideal service? He said that through that process, in a limited time frame, they produced a report that they knew would need additional information and adjustments – there are a number of areas that need to be added.

Acting Chair Runyon said it is key to understand that this is moving the discussion forward.

Mr. Stone went on to say that they compared different models to the vision of the ideal, evaluating the current model as well as a model housed and operated under Wasco County, a contracted model and a State-run model against that ideal. He noted

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 2, 2015
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that there was no weighting of factors – one standard was not deemed more important than another. He said that if the Board determines that one factor is more important than another, they would re-evaluate based on that input. He said that the report has not been revised since issued; new information has come in that will need to be analyzed. In addition, public input on the vision will have an impact. He stated that the vision is the most important aspect to come out of the process – if the vision is right, then whatever is chosen can move toward that vision.

Acting Chair Runyon observed that Hood River has already chosen to pull out of MCCOG for their Building Codes services and did so without public input. Mr. Stone reported that Wasco County did not send Building Codes to MCCOG; MCCOG asked for it from the State – it should have come through the County. There is no agreement between the County and MCCOG for Building Codes services.

City Councilman, Contractor and Project Team Member Taner Elliot said that most of what he heard from contractors at the last Board session is a concern that they would lose the relationships they have built with inspectors. He pointed out that there are very few people in this area with the expertise to be an inspector – whatever the model, it is likely that the current inspectors will be retained to provide the service. He said that we are here to be transparent; these models need to be considered. He said that although the Project Team worked on a short timeline, there were in-depth, detailed discussions and the meat of the report is solid and consistent.

Master Electrician Wayne Lease said that the report has merit and the team did a good job. He pointed out that his complaints have never been about Building Codes; they have been about MCCOG's governance of Building Codes. He pointed out that out of the 132 Building Codes entities in the State, two are run by the State. He said that he believes giving it back to the State will reduce the cost to the consumer by 15-20% and encouraged the Board to consider that.

Mr. Stone asked Mr. Lease to elaborate on how those savings would be realized. Mr. Lease said that if you look at the permit fees for the State-run entities, they are less. Mr. Elliot noted that the State does not want to run local building codes offices. Mr. Lease replied that it is irrelevant.

A discussion ensued regarding how the State's 12% surcharge is applied. Mr. Lease pointed out that it is essentially a tax on a tax. He said that the Board is his representative and has a responsibility to him. Mr. Taner noted that Mr. Lease is not a

resident of Oregon.

Acting Chair Runyon asked what option Mr. Lease thinks is best, noting that it is clear that Mr. Lease does not want it to stay under MCCOG. Mr. Lease replied that he believes the only choice is to give it to the State. Mr. Stone asked what impact Mr. Lease believes that choice would have on the service level. Mr. Lease responded that the law requires certain service levels be maintained. He said that everything he says can be supported with documentation. Commissioner Kramer asked if he could have a copy of the notebook Mr. Lease maintains on this issue. Mr. Lease declined to share that with the Board. He said that he would let Mr. Kramer look at it in his presence, but would not provide a copy of the documents.

Acting Chair Runyon stated that this is not the end of this issue; the County is in the beginning stages and the discussion will continue. Mr. Lease asked if the Board will allow for written comment. Acting Chair Runyon replied that the Board is always open to written comment.

Commission Call – Forest Collaborative Funding

Commissioner Kramer reported that there has been a delay in the State's funding process for the Forest Collaboratives which will leave the local Collaborative with two months that are not funded. He said that although the facilitator has reduced his fee, there will still be a short-fall. Regional Solutions is looking for funding to help fill that gap, but that funding has not yet been identified. He said that the Collaborative's work needs to continue and he would like to use up to \$2,000 of Special Projects funds to push the work forward until the State funding is in place.

{{{Commissioner Kramer moved to use up to \$2,000 to fund the Wasco County Forest Collaborative Group in the absence of State funding. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Acting Chair Runyon adjourned the session at 6:39 p.m.

Summary of Actions

Motions Passed

- **To approve the 2015-2017 VOCA and CFA Non-competitive Grant Agreement VOCA/CFA-2015-WascoCo.DAVAP-0005.**

- To approve Resolution #15-016 in the matter of adopting the Wasco County General Records Retention Schedule.
- To approve the Courthouse Improvement Intergovernmental Agreement OJD Contract #160027.
- To approve the Memorandum of Donation Agreement whereby Wasco County will donate certain property to Home at Last Animal Friends, Inc.
- To approve the Statutory Bargain and Sale Deed with Possibility of Reverter pending Home at Last's payment of consideration for County legal expenses.
- To approve the Consent Agenda: 11.4.2015 Regular Session Minutes & Property Lien.
- To approve Order 15-140 in the matter of the request by John Blanck and Mary Bushman to rename the portion of Dell Vista Drive located between Mount View Way and Dundas Way to Dundas Way.
- To approve Order 15-039 with the following corrected title: In the matter of the proposed vacation of a portion of Public Road "H", within Fruitland Park Addition, adjoining Lots 46, 47, 59 and 60, Section 5, T1N, R13E, and Section 32, T1N, R13E, W.M.
- To approve the AMA Foundation 2015 Healthy Living Grant Agreement for prescription drug safety.
- To approve Resolution 15-017 in the matter of directing and authorizing the Wasco County Planning and Development Department to initiate a legislative text amendment to the Land Use and Development Ordinance pursuant to changes resulting from HB 3400 of the 2015 Oregon Legislative Session (File Number PLALEG-15-11-0001).
- To use up to \$2,000 to fund the Wasco County Forest Collaborative

Group in the absence of State funding.

Consensus

- **To send a letter to the District Attorney's Office inviting them to the December 16th Board session to provide input regarding the ramifications of Measure 91 and House Bill 3400.**

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott Hege, Commission Chair

Rod Runyon, County Commissioner

Steve Kramer, County Commissioner

Consent Agenda Reappointments

- [Staff Memo](#)
- [Budget Committee](#)
- [Tri-County Hazardous Waste Steering Committee](#)
- [Hospital Facility Authority Board](#)
- [Economic Development Commission](#)
- [Watershed Councils](#)
- [Public Works Building Safety Committee](#)
- [Wasco County/The Dalles Museum Commission](#)
- [Mid-Columbia Economic Development District
Board of Directors](#)
- [Mid-Columbia Council of Governments](#)
- [Local Public Safety Coordinating Council](#)
- [Planning Commission](#)
- [QLife Budget Committee](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: RE-APPOINTMENTS
DATE: 12/11/2015

BACKGROUND INFORMATION

All of the orders on the Consent Agenda are re-appointments. The Board has previously seen and approved all of these volunteers' applications; all have been recommended by the entity to which they are being appointed and have agreed to the re-appointment.

Reappointments Budget Committee

- [Order 15-088 Reappointing John Carter to Wasco
County Budget Committee](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF)
JOHN CARTER TO THE WASCO COUNTY) ORDER #15-088
BUDGET COMMITTEE.)

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: John Carter's appointment to the
Wasco County Budget Committee expires on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That John Carter is willing
and is qualified to be reappointed to the Wasco County Budget Committee for
another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Carter be and is hereby reappointed to the Wasco County Budget Committee; said term to expire on December 31, 2018.

DATED this 16th day of December, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Reappointments
Tri-County Hazardous Waste Steering
Committee

- [Order 15-126 Reappointing Bruce Lumper](#)
- [Order 15-127 Reappointing John Zalaznick](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF)
BRUCE LUMPER TO THE TRI-COUNTY) O R D E R
HAZARDOUS WASTE STEERING COMMITTEE) #15-126

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

IT APPEARING TO THE BOARD: That the Tri-County Hazardous
Waste Steering Committee (HHW) has determined the Committee will benefit
from the input of non-voting members; and

IT FURTHER APPEARING TO THE BOARD: That Bruce Lumper's
appointment to the Tri-County Hazardous Waste Steering Committee will expire
on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Bruce Lumper is willing and is qualified to be re-appointed to the Tri-County Hazardous Waste Steering Committee as a non-voting member.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bruce Lumper be and is hereby re-appointed to the Tri-County Hazardous Waste Steering Committee as a non-voting member for a term to expire on December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
JOHN ZALAZNICK TO THE TRI-COUNTY) O R D E R
HAZARDOUS WASTE STEERING COMMITTEE) #15-127

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

IT APPEARING TO THE BOARD: That the Tri-County Hazardous
Waste Steering Committee (HHW) has determined the Committee will benefit
from the input of non-voting members; and

IT FURTHER APPEARING TO THE BOARD: That John Zalaznick's
appointment to the Tri-County Hazardous Waste Steering Committee will expire
on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That John Zalaznick is willing and is qualified to be re-appointed to the Tri-County Hazardous Waste Steering Committee as a non-voting member.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Zalaznick be and is hereby re-appointed to the Tri-County Hazardous Waste Steering Committee as a non-voting member for a term to expire on December 31, 2018.

DATED this 16th day of December, 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

Reappointments
Hospital Facility Authority Board

- [Order 15-131 Reappointing David Griffith](#)
- [Order 15-142 Reappointing John Mabrey](#)
- [Order 15-143 Reappointing Sidney Rowe](#)
- [Order 15-144 Reappointing Dennis Haener](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF)	
DAVID GRIFFITH TO THE WASCO COUNTY)	ORDER
HOSPITAL FACILITY AUTHORITY BOARD)	#15-131
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 under ORS 441.540 the
Board of Commissioners shall appoint a Hospital Facility Board of Directors;
and

IT FURTHER APPEARING TO THE BOARD: That David Griffith's
appointment to the Hospital Facility Board of Directors expires December 31,
2015; and

IT FURTHER APPEARING TO THE BOARD: That David Griffith is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Griffith be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)	
JOHN MABREY TO THE WASCO COUNTY)	ORDER
HOSPITAL FACILITY AUTHORITY BOARD)	#15-142
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 under ORS 441.540 the
Board of Commissioners shall appoint a Hospital Facility Board of Directors;
and

IT FURTHER APPEARING TO THE BOARD: That John Mabrey's
appointment to the Hospital Facility Board of Directors expires December 31,
2015; and

IT FURTHER APPEARING TO THE BOARD: That John Mabrey is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Mabrey be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)	
SIDNEY ROWE TO THE WASCO COUNTY)	ORDER
HOSPITAL FACILITY AUTHORITY BOARD)	#15-143
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 under ORS 441.540 the
Board of Commissioners shall appoint a Hospital Facility Board of Directors;
and

IT FURTHER APPEARING TO THE BOARD: That Sidney Rowe's
appointment to the Hospital Facility Board of Directors expires December 31,
2015; and

IT FURTHER APPEARING TO THE BOARD: That Sidney Rowe is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Sidney Rowe be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)	
DENNIS HAENER TO THE WASCO COUNTY)	ORDER
HOSPITAL FACILITY AUTHORITY BOARD)	#15-144
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 under ORS 441.540 the
Board of Commissioners shall appoint a Hospital Facility Board of Directors;
and

IT FURTHER APPEARING TO THE BOARD: That Dennis Haener's
appointment to the Hospital Facility Board of Directors expires December 31,
2015; and

IT FURTHER APPEARING TO THE BOARD: That Dennis Haener is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dennis Haener be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2018.

DATED this 16th day of December, 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

Reappointments

Economic Development Commission

- [Order 15-132 Reappointing Mary Kramer](#)
- [Order 15-135 Reappointing Gary Grossman](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF MARY)	
KRAMER TO THE WASCO COUNTY ECONOMIC)	ORDER
DEVELOPMENT COMMISSION POSITION #2)	#15-132

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 Mary Kramer's appointment to the Wasco County Economic Development Commission expires on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Mary Kramer is willing and is qualified to be reappointed to the Wasco Economic Development Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mary Kramer be
and is hereby reappointed to the Wasco County Economic Development
Commission in Position #2; said term to expire on December 31, 2019.

DATED this 16th Day of December, 2015

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF GARY)
GROSSMAN TO THE WASCO COUNTY ECONOMIC) ORDER
DEVELOPMENT COMMISSION POSITION #9) #15-135

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 Gary Grossman's appointment to
the Wasco County Economic Development Commission expires on December 31,
2015; and

IT FURTHER APPEARING TO THE BOARD: That Gary Grossman is
willing and is qualified to be reappointed to the Wasco Economic Development
Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Gary Grossman
be and is hereby reappointed to the Wasco County Economic Development
Commission in Position #9; said term to expire on December 31, 2019.

DATED this 16th Day of December, 2015

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Reappointments Watershed Councils

- [Mosier Watershed Council](#)
 - [Order 15-112 Reappointing Bryce Molesworth](#)
 - [Order 15-113 Reappointing Karen Bailey](#)
 - [Order 15-114 Reappointing Mike Igo](#)
- [White River Watershed Council](#)
 - [Order 15-128 Reappointing Pat Davis](#)
 - [Order 15-129 Reappointing Robert Larsell](#)
- [The Dalles Watershed Council](#)
 - [Order 15-124 Reappointing Dan Richardson](#)
 - [Order 15-125 Reappointing Ken Bailey](#)

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

IN THE MATTER OF THE REAPPOINTMENT)	
OF BRYCE MOLESWORTH TO THE MOSIER)	ORDER
WATERSHED COUNCIL)	#15-112

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

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

IT FURTHER APPEARING TO THE BOARD: That Bryce Molesworth appointment to the Mosier Watershed Council expires on December 31, 2015; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bryce Molesworth
be and hereby is re-appointed to Mosier Watershed Council for a term to expire on
December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT)
OF KAREN BAILEY TO THE MOSIER) ORDER
WATERSHED COUNCIL) #15-113

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

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

IT FURTHER APPEARING TO THE BOARD: That Karen Bailey appointment to the Mosier Watershed Council expires on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Karen Bailey is willing and is qualified to be re-appointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Karen Bailey be and hereby is re-appointed to Mosier Watershed Council for a term to expire on December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT)
OF MIKE IGO TO THE MOSIER) ORDER
WATERSHED COUNCIL) #15-114

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

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

IT FURTHER APPEARING TO THE BOARD: That Mike Igo appointment to the Mosier Watershed Council expires on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Mike Igo is willing and is qualified to be re-appointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Igo be and hereby is re-appointed to Mosier Watershed Council for a term to expire on December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT)	
OF PAT DAVIS TO THE WHITE RIVER)	ORDER
WATERSHED COUNCIL)	#15-128

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

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

IT FURTHER APPEARING TO THE BOARD: That Pat Davis' appointment to the White River Watershed Council expires on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Pat Davis is willing and is qualified to be re-appointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Davis be and hereby is re-appointed to White River Watershed Council for a term to expire on December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT)
OF ROBERT S. LARSELL TO THE WHITE RIVER)
WATERSHED COUNCIL) ORDER
#15-129

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

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

IT FURTHER APPEARING TO THE BOARD: That Robert S. Larsell's
appointment to the White River Watershed Council expires on December 31, 2015;
and

IT FURTHER APPEARING TO THE BOARD: That Robert S. Larsell is
willing and is qualified to be re-appointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Robert S. Larsell
be and hereby is re-appointed to White River Watershed Council for a term to expire
on December 31, 2018.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
DAN RICHARDSON TO THE THE DALLES) O R D E R
WATERSHED COUNCIL) #15-124

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

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

IT FURTHER APPEARING TO THE BOARD: That Dan Richardson's
appointment to The Dalles Watershed Council expired on December 31, 2015;
and

IT FURTHER APPEARING TO THE BOARD: That Dan Richardson is willing and is qualified to be re-appointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan Richardson be and is hereby re-appointed to the The Dalles Watershed Council for a term to expire on December 31, 2018.

DATED this 16th day of December, 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

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF)
KEN BAILEY TO THE THE DALLES) O R D E R
WATERSHED COUNCIL) #15-125

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

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

IT FURTHER APPEARING TO THE BOARD: That Ken Bailey's
appointment to The Dalles Watershed Council expired on December 31, 2015;
and

IT FURTHER APPEARING TO THE BOARD: That Ken Bailey is willing and is qualified to be re-appointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Bailey be and is hereby re-appointed to the The Dalles Watershed Council for a term to expire on December 31, 2018.

DATED this 16th day of December, 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

Reappointments
Public Works Building Safety Committee

- [Order 15-117 Reappointing Don Uhalde](#)
- [Order 15-119 Reappointing David Troxel](#)
- [Order 15-120 Reappointing Jeff McCall](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF)
DON UHALDE TO THE WASCO COUNTY) ORDER
PUBLIC WORKS BUILDING SAFETY COMMITTEE.) #15-117

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 Don Uhalde's term on the
Wasco County Public Works Building Safety Committee will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Don Uhalde is
willing and is qualified to be reappointed to the Wasco County Public Works
Building Safety Committee as a Management Representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Don Uhalde
be and is hereby reappointed to the Wasco County Public Works Building Safety
Committee; said term to expire on December 31, 2017.

DATED this 16th day of December, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF)
DAVID TROXEL TO THE WASCO COUNTY) ORDER
PUBLIC WORKS BUILDING SAFETY COMMITTEE.) #15-119

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 David Troxel's term on the
Wasco County Public Works Building Safety Committee will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That David Troxel is
willing and is qualified to be reappointed to the Wasco County Public Works
Building Safety Committee as a Management Representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Troxel
be and is hereby reappointed to the Wasco County Public Works Building Safety
Committee; said term to expire on December 31, 2017.

DATED this 16th day of December, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF)
JEFF MCCALL TO THE WASCO COUNTY) ORDER
PUBLIC WORKS BUILDING SAFETY COMMITTEE.) #15-120

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 Jeff McCall's term on the
Wasco County Public Works Building Safety Committee will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Jeff McCall is
willing and is qualified to be reappointed to the Wasco County Public Works
Building Safety Committee as a Management Representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeff McCall
be and is hereby reappointed to the Wasco County Public Works Building Safety
Committee; said term to expire on December 31, 2017.

DATED this 16th day of December, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
County Counsel

Reappointments
Wasco County/The Dalles Museum Commission

- [Order 15-115 Reappointing Heather Hopkins](#)
- [Order 15-121 Reappointing Marvin Polehn](#)

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF)	
HEATHER HOPKINS TO THE WASCO COUNTY/)	ORDER
THE DALLES MUSEUM COMMISSION.)	#15-115

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 Court being present; and

IT APPEARING TO THE COURT: That Heather Hopkins' appointment to the Wasco County/The Dalles Museum Commission expires on December 31, 2015; and

IT FURTHER APPEARING TO THE COURT: That Heather Hopkins is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Heather Hopkins be and is hereby appointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2018.

DATED this 16th day of December, 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

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF)	
MARVIN POLEHN TO THE WASCO COUNTY/)	ORDER
THE DALLES MUSEUM COMMISSION.)	#15-121

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 Court being present; and

IT APPEARING TO THE COURT: That Marvin Polehn' appointment to the Wasco County/The Dalles Museum Commission expires on December 31, 2015; and

IT FURTHER APPEARING TO THE COURT: That Marvin Polehn is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Marvin
Polehn be and is hereby appointed to the Wasco County/The Dalles Museum
Commission; said term to expire on December 31, 2018.

DATED this 16th day of December, 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

Reappointments
Mid-Columbia Economic Development District

- [Order 15-109 Reappointing Rod Runyon](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF)
ROD RUNYON TO THE MID-COLUMBIA ECONOMIC) ORDER
DEVELOPMENT DISTRICT BOARD OF DIRECTORS) #15-109

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

IT APPEARING TO THE BOARD: That Rod Runyon's term on the Wasco
Mid-Columbia Economic Development District Board of Directors will expire on
December 31, 2015; and

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

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

DATED this 16th day of December, 2015.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Reappointments
Mid-Columbia Council of Governments

- [Order 15-108 Reappointing Rod Runyon](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF)
ROD RUNYON TO THE MID-COLUMBIA COUNCIL) ORDER
OF GOVERNMENTS BOARD OF DIRECTORS) #15-108

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

IT APPEARING TO THE BOARD: That Rod Runyon's term on the Wasco
Mid-Columbia Council of Governments Board of Directors will expire on December
31, 2015; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rod Runyon be and is hereby reappointed to the Mid-Columbia Council of Governments Board of Directors; said term to expire on December 31, 2017.

DATED this 16th day of December, 2015.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Reappointments

Local Public Safety Coordinating Council

- [Order 15-093 Reappointing Tara Koch](#)
- [Order 15-094 Reappointing Thomas Peachey](#)
- [Order 15-095 Reappointing Eric Nisley](#)
- [Order 15-096 Reappointing Jay Waterbury](#)
- [Order 15-097 Reappointing Rick Eiesland](#)
- [Order 15-099 Reappointing Pat Shortt](#)
- [Order 15-100 Reappointing Janet Stauffer](#)
- [Order 15-101 Reappointing Teri Thalhofer](#)
- [Order 15-102 Reappointing Molly Rogers](#)
- [Order 15-103 Reappointing Donna Mc Clung](#)
- [Order 15-104 Reappointing Barbara Seatter](#)
- [Order 15-105 Reappointing Andrew Carter](#)
- [Order 15-106 Reappointing Rod Runyon](#)
- [Order 15-110 Reappointing Bryan Brandenburg](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF)
TARA KOCH TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-093

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Tara Koch's as an At-
Large member of the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Tara Koch is willing and is qualified to be reappointed to an At-Large position on the Wasco County Local Public Safety Coordinating Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Tara Koch be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
THOMAS PEACHEY TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-094

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Thomas Peachey's
Term on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Thomas Peachey is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the City Representative Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Thomas Peachey be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
ERIC NISLEY TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-095

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Eric Nisley's Term on
the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Eric Nisley is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the District Attorney Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Eric Nisley be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
JAY WATERBURY TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-096

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Jay Waterbury's Term
on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Jay Waterbury is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Police Chief Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jay Waterbury be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
RICK EIESLAND TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-097

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Rick Eiesland's Term
on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Rick Eiesland is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the County Sheriff Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rick Eiesland be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on April 30, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
PAT SHORTT TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-099

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Pat Shortt's Term on
the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2014; and

IT FURTHER APPEARING TO THE BOARD: That Pat Shortt is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the non-voting Oregon State Patrol Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Shortt be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
JANET STAUFFER TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-100

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Janet Stauffer's Term
on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Janet Stauffer is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the State Court Judge Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Janet Stauffer be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
TERI THALHOFER TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-101

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Teri Thalhofer's
Term on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Teri Thalhofer is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Public Health Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Teri Thalhofer be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
MOLLY ROGERS TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-102

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Molly Rogers's Term
on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Molly Rogers is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Juvenile Department Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Molly Rogers be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
DONNA MC CLUNG TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-103

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Donna Mc Clung's
Term on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Donna Mc Clung is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the non-voting Oregon Youth Authority Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Donna Mc Clung be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
BARBARA SEATTER TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-104

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Barbara Seatter's
Term on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Barbara Seatter is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Mental Health Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Barbara Seatter be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
ANDREW CARTER TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-105

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Andrew Carter's
Term on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Andrew Carter is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the City Representative Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Andrew Carter be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
ROD RUNYON TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-106

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Rod Runyon's Term
on the Wasco County Local Public Safety Coordinating Council will expire on
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Andrew Carter is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the County Commissioner Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rod Runyon be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

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

IN THE MATTER OF THE REAPPOINTMENT OF)
BRYAN BRANDENBURG TO THE WASCO COUNTY) ORDER
LOCAL PUBLIC SAFETY COORDINATING COUNCIL) #15-110

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required by ORS 423.560 to appoint individuals to represent
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Bryan Brandenburg's
appointment as an At-Large Member of the Local Public Safety Coordinating Council
expires on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Bryan Brandenburg is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent an At-Large position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bryan Brandenburg be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2016.

DATED this 16th day of December, 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

Reappointments Planning Commission

- [Order 15-116 Reappointing Russell Hargrave](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF)
RUSSELL HARGRAVE TO THE WASCO COUNTY) O R D E R
PLANNING COMMISSION, POSITION #2.) #15-116

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 Russell Hargrave's
appointment to the Wasco County Planning Commission expires on December
31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Russell Hargrave
is willing and is qualified to be reappointed to the Wasco County Planning
Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Russell
Hargrave be and is hereby reappointed to the Wasco County Planning
Commission, Position #2; said term to expire on December 31, 2019.

DATED this 16th day of December, 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

Reappointments

QLife Budget Committee

- [Order 15-122 Reappointing Douglas Quisenberry to the Quality Life Budget Committee](#)

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

IN THE MATTER OF THE APPOINTMENT OF)
DOUGLAS QUISENBERRY TO THE QUALITY) ORDER #15-122
LIFE BUDGET COMMITTEE.)

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

IT APPEARING TO THE BOARD: That the governing body of Wasco
County, Oregon, is required to appoint two representatives to the Quality Life
Budget Committee; and

IT APPEARING TO THE BOARD: That Douglas Quisenberry's term on
the Quality Life Budget Committee expires on December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Douglas Quisenberry is willing and is qualified to be reappointed to the Wasco County Budget Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Douglas Quisenberry be and is hereby reappointed to the Quality Life Budget Committee; said term to expire on December 31, 2018.

DATED this 16th day of December, 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
Coordinated Transportation Plan

- [Briefing Paper](#)



WASCO COUNTY COORDINATED TRANSPORTATION PLAN 2016 UPDATE Briefing Paper

Background

The Wasco County Coordinated Transportation Plan 2016 Update will be prepared by Mid-Columbia Economic Development District to meet state and federal requirements for Special Transportation Fund (STF) agencies to develop a coordinated transportation plan. The Plan focuses on addressing the transportation needs of four target populations residing in Wasco County: low income individuals, individuals with disabilities, Seniors and Limited English Proficiency individuals. The transportation plan looks at gaps in services and prioritizes needs to assist in:

- improving transportation services for the four target populations by identifying opportunities to coordinate existing resources;
- providing a strategy to guide investment of financial resources; and
- guiding the acquisition of future funds and grants



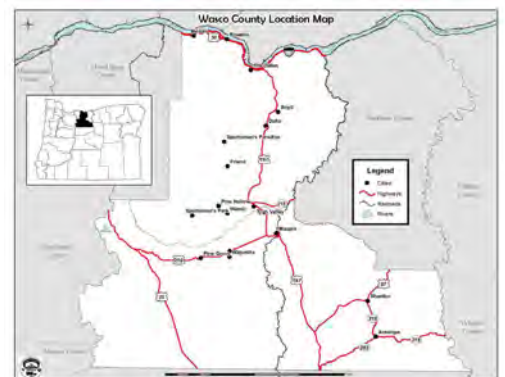
This document will update the 2009-2012 Wasco County Coordinated Transportation Plan.

Occurring simultaneously will be 2016 updates to the Hood River County Coordinated Transportation Plan and Sherman County Coordinated Transportation Plan.

Purpose of the Plan

The Wasco County Coordinated Transportation Plan 2016 Update is designed as a tool to help local transportation providers and communities improve transportation services, increase efficiency of service delivery, and expand outreach to meet growing needs. It provides a framework to guide the investment of transportation resources. As such, this plan:

- evaluates community resources;
- assesses and documents transportation needs of the four target populations;
- identifies strategies to address gaps in transportation services as well as in efficiencies of service delivery; and,
- establishes relative priorities of the strategies.



Project Timeline

Plan Element	Date
Task 1. Stakeholder Engagement	
Task 1.a Identify Stakeholders in Wasco County	Dec '15
Task 1.b Gather Stakeholder Input via meetings in Maupin, Dufur and The Dalles.	May '16
Task 1.c. County Commission & STF Committee	Dec '15
Task 2. Evaluate Existing Transportation Services and Resources	
Task 2.a Prepare description of Wasco County's Existing Transportation Services & Resources	Jan '16
Task 3 Prepare Special Needs Baseline Data	
Task 3.a Prepare Demographic report and maps	Jan '16
Task 3.b Design, conduct and data roll-up - Community Surveys	Feb '16
Task 3.c Identify Common Origins report	Mar '16
Task 3.d Identify Common Destinations report	Mar '16
Task 4 Identify Unmet Transportation Needs	
Task 4.a Identify Wasco County Unmet Transportation Needs	Apr '16
Task 5. Develop Transportation Priorities	
Task 5.a Develop Draft Transportation Priorities	Jun/Jul '16
Task 6. Plan Review and Adoption	
Task 6.a Develop First-Draft Coordinated Human Services Plan	Jun/Jul '16
Task 6.b Review draft at County Stakeholder meetings in Maupin, Dufur and The Dalles.	Aug '16
Task 6.c Prepare Final Draft Plan	Sept '16
Task 6.d Plan Adoption/Plan Finalized	Oct '16

FOR MORE INFORMATION

For more information about the Wasco County Coordinated Transportation Plan 2016 Update, please contact Michele Spatz, Mid-Columbia Economic Development District (MCEDD): michele@mcedd.org or 541-296-2266.

MCEDD is an equal opportunity employer, lender and provider.

Agenda Item
District Meetings

- [Link to Library District Packet](#)
- [Link to 4H & Extension Service District Packet](#)

Agenda Item
Watershed Councils Update

- [No documents have been submitted for this item](#)
[– Return to Agenda](#)

Agenda Item
Coordinated Care Organization Update

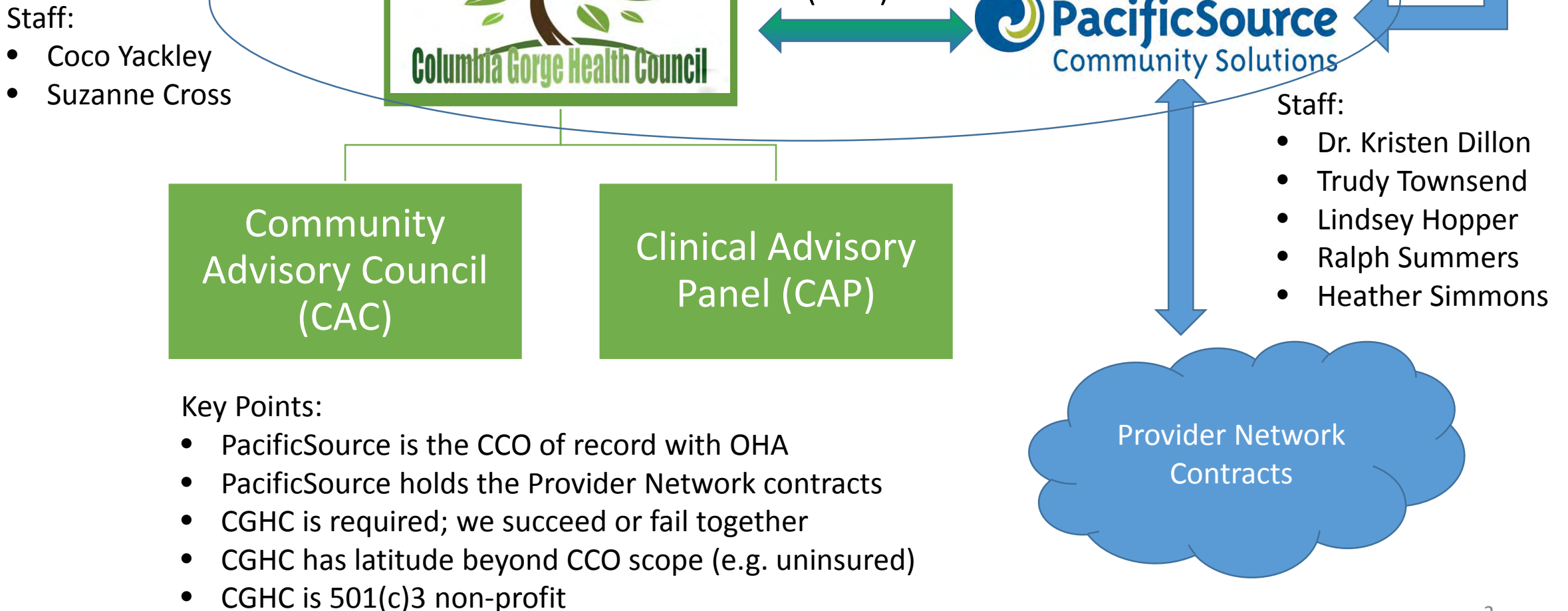
- [Columbia Gorge CCO Update](#)
- [Patient Centered Primary Care Home Program –
Overview](#)

Columbia Gorge CCO Update

Dr. Kristen Dillon

Coco Yackley

Columbia Gorge CCO Model



What's happened in 3 Years?

Nov 2012

- 7,300 Members
- Patient Centered Primary Care Homes just rolling out
- No Adult Dental coverage
- Physical Health + Behavioral Health
- CAC, CAP just forming
- Combined with Central Oregon
- DHS handled enrollment

Nov 2015

- 12,900 Members -- 75% ↑
- >90% of community members have PCPCH Level 3
- >30% had dental visit
- + Dental, Non-Emergency Med Transport
- 53 CAC members; 17 Clinical Providers
- Separated out effective Jan 1, 2014
- Distributed enrollment assistors
 - Revel Coy partnership – 440 enrollment

100% Payout of Quality Incentive Measures for 2013 & 2014

CCO Incentive Measures	2013	2014	2015 YTD	2016
Adolescent well-care visits	x	x	x	x
Alcohol or other substance misuse (SBIRT)	x	x	x	x
Ambulatory care: emergency department	x	x	x	x
CAHPS composite: access to care	x	x	x	x
CAHPS composite: satisfaction with health plan	x	x	x	x
Childhood Immunizations				x
Colorectal cancer screening	x	x	x	x
Controlling high blood pressure	x	x	x	x
Dental sealants			x	x
Depression screening and follow-up plan	x	x	x	x
Developmental screening (0-36 months)	x	x	x	x
Diabetes: HbA1c poor control	x	x	x	x
Early Elective Delivery	x	x		
Effective contraceptive use			x	x
Electronic health record adoption	x	x	x	
Follow-up hospitalization for mental illness	x	x	x	x
Health assessments for children DHS custody	x	x	x	x
PCPCH enrollment	x	x	x	x
Timeliness of prenatal care	x	x	x	x
Tobacco prevalence				x
Challenge Pool Measures	2013	2014	2015	2016
SBIRT	x	x	x	x
Developmental screenings			x	x
Depression screening and follow-up plan	x	x	x	x
Diabetes HbA1c poor control	x	x	x	x
PCPCH Adoption	x	x		

Quality Incentive Measures - An Ever Changing Landscape

Just when we figure it out, it changes

Meeting metric = hitting at least CCO-specific target or state benchmark

CCO-specific targets move each year until they reach state benchmark (demanding improvement each time)

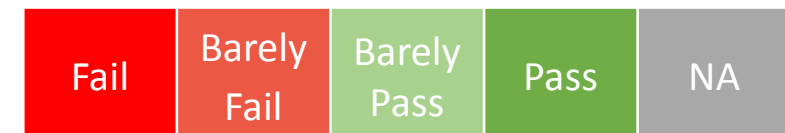
High statewide performance → Incentive metric dropped

Low statewide performance → added Incentive metric

Metrics are Pass/Fail with precision (e.g. 74.2 and not 74)

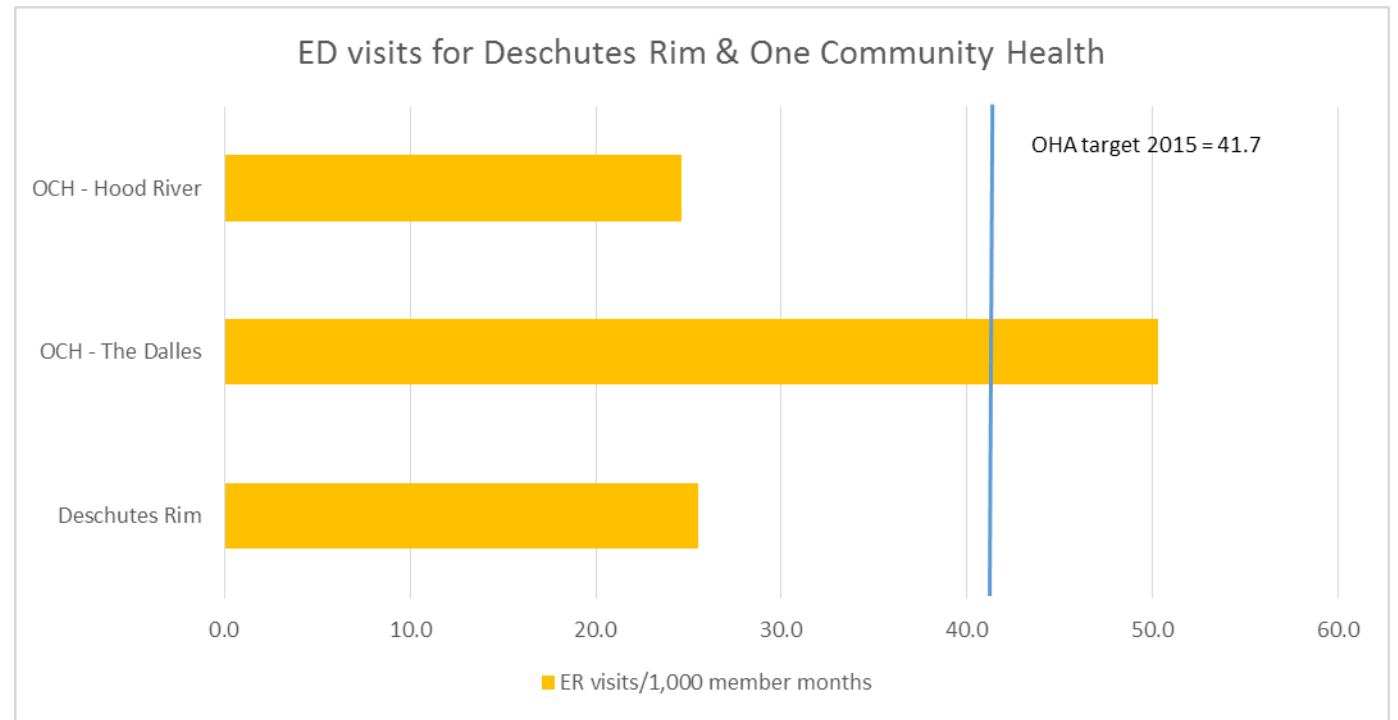
Work must be done by 'qualifying providers'

Some metrics require reporting from Electronic Health Record systems (not claims data)



Access – What does it look like?

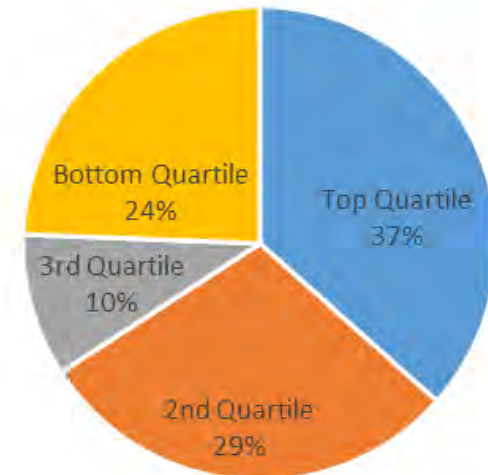
- 75% more covered lives on Medicaid
 - Newly Covered Adults are main increase
- For newly covered Adults:
 - Largest age category is 25-34
 - Almost 50% had PCP visit
 - 10% had Behavioral Health visit
- Small increase in provider network
 - Satisfaction Survey results dropped
- ED Utilization
 - Newly covered Adults use ED more
 - ED usage varies by zip code
 - Many anecdotal stories; no comprehensive study ...yet



Glass Empty or Full?

- 16 CCOs in Total
- All compared using same 40 metrics
- Gorge is in Top Quartile for 15 metrics
- 2/3 of Gorge metrics are in Top Half
- Bottom Items
 - Tobacco Cessation
 - Chlamydia Screening
 - Substance Abuse Treatment
 - Asthma

Gorge CCO Performance compared to Peers



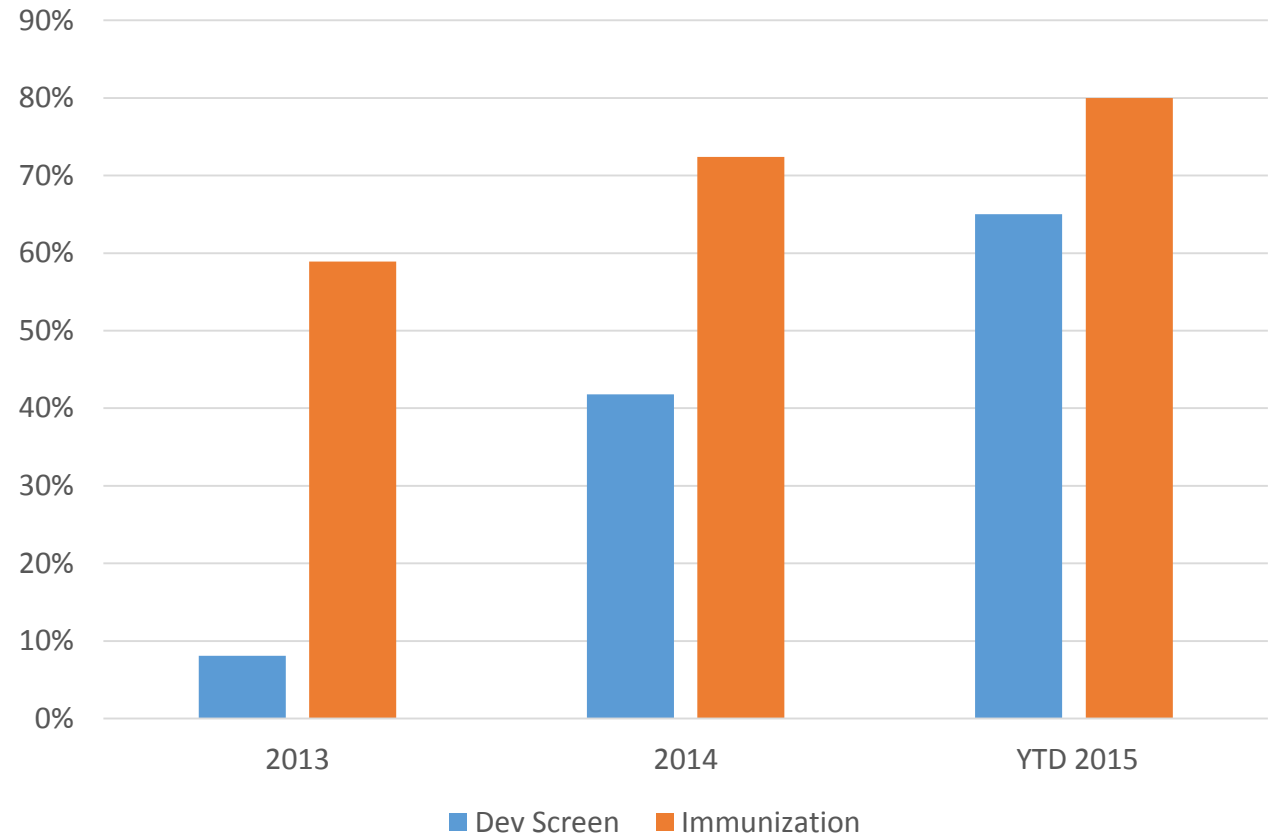
Raising all boats - Developmental Screening

Developmental Screening = screening of 0-3 year olds using a standard tool and the results reviewed by the PCP with the parents/caregiver

Clinic workflows altered to address Developmental Screening resulted in improving other Well Child care metrics

Improvements developed for Medicaid benefits all community members

Ages 0-3 Developmental Screening & Immunization Rates



Community & Provider Engagement

- Clinical Advisory Panel
 - Mix of 17 healthcare providers and Medical Directors
 - Over half of voting members are from the start
 - Sharing clinic-level data; working together to set clinical standards
 - Meet 1st Thursday 6-8pm; alternate between MCMC & Providence
- Community Advisory Council (CAC)
 - 10 consumers + 4 agency voting members + 35+ additional agency members
 - Move meeting rooms to accommodate size of group
 - Mix of local and external presenters – 211
 - Voice of ‘customer’; sets priorities for Community Health Improvement Plan
 - Meet 4th Monday 3-5pm; alternate between MCMC & Providence



Overview of the Patient-Centered Primary Care Home Program

Nicole Merrithew, MPH
PCPCH Program Director

June 25, 2015

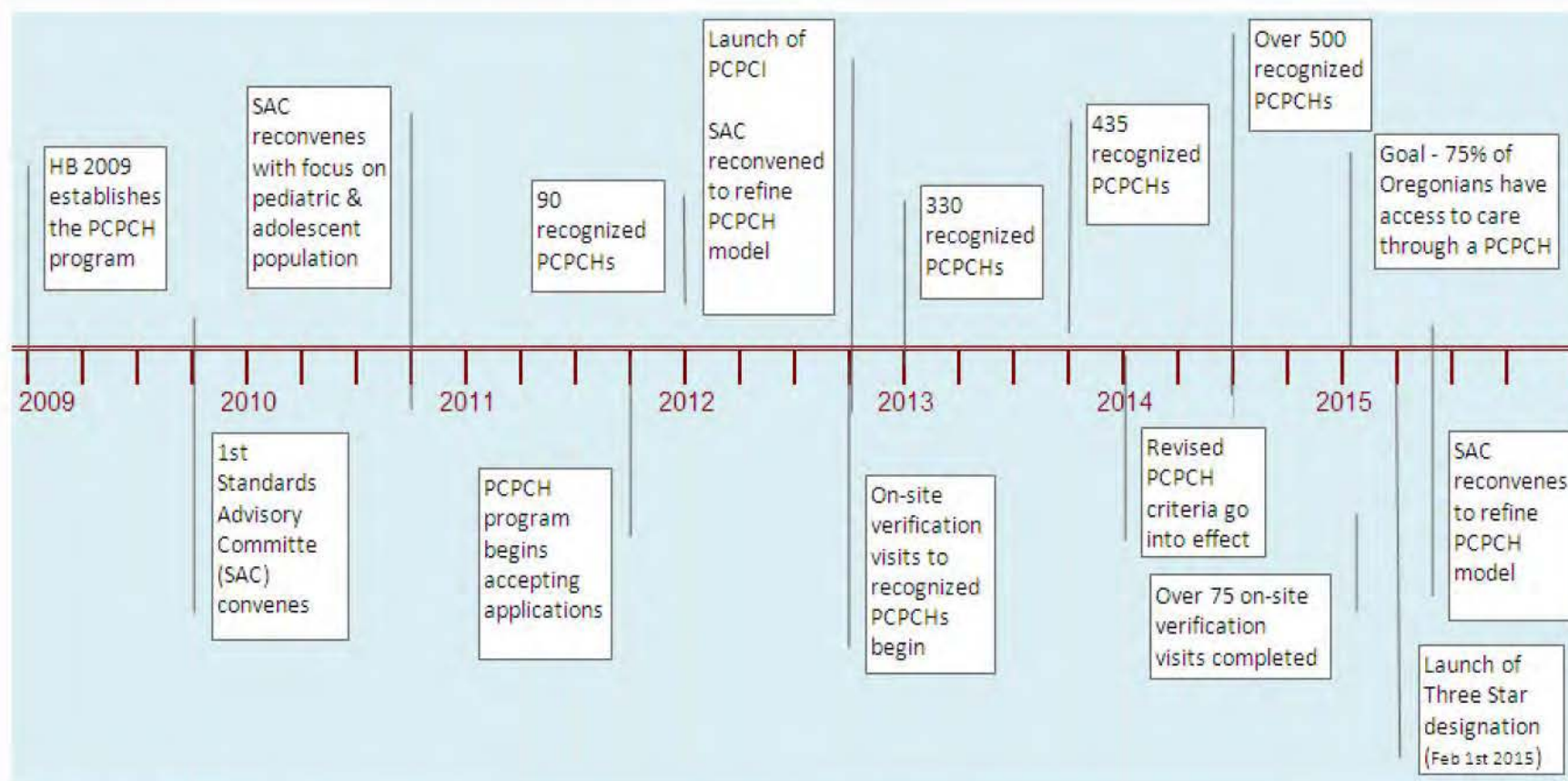
PATIENT  **CENTERED**
PRIMARY CARE HOME PROGRAM

Oregon
Health
Authority

Patient-Centered Primary Care Home Program

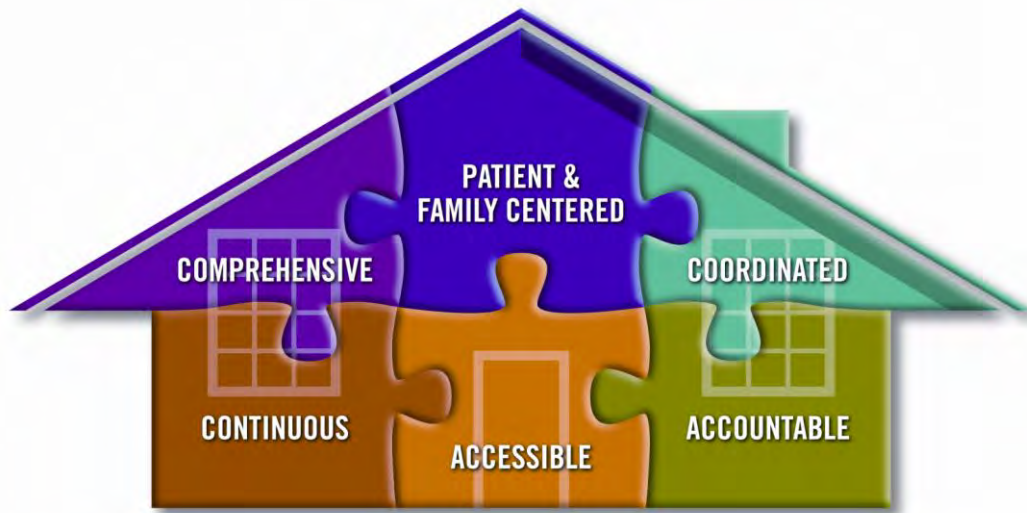
- HB 2009 established the PCPCH Program:
 - Create access to patient-centered, high quality care and reduce costs by supporting practice transformation
- Key PCPCH program functions:
 - PCPCH recognition and verification
 - Refinement and evaluation of the PCPCH standards
 - Technical assistance development
 - Communication and provider engagement
- Goals:
 - All OHA covered lives receive care through a PCPCH
 - 75% of all Oregonians have access to a PCPCH by 2015
 - Align primary care transformation efforts by spreading the model to payers outside the OHA

PCPCH Program Timeline



Oregon's Primary Care Home Model

- The PCPCH model is defined by six core attributes, each with specific standards and measures.
- There are 10 “must pass” measures all clinics must meet.
- Clinics can achieve three different Tiers of recognition depending on the criteria they meet.



Core Attribute 1: ACCESS TO CARE

“Health care team, be there when we need you”

Must Pass Measure Intent:

1.C.0 - The PCPCH provides continuous access to clinical advice by telephone:

- Patients, caregivers and families get clinical advice from a live person at all times
- Decreases emergency and urgent care utilization

Example:

Business and After hours calls answered by:

- Live person and referred to a clinician (or care team) for clinical advice
- On-call provider or nurse
- Nurse triage live answering service (forwarded to on call clinician or nurse as appropriate)

Core Attribute 2: ACCOUNTABILITY

“Take responsibility for making sure we receive the best possible health care”

Must Pass Measure Intent:

2.A.0 - The PCPCH tracks one quality metric from the core or menu set of PCPCH Quality Measures:

- Demonstrate capacity to monitor clinical quality data to improve clinic performance and quality improvement

Example:*

- Colon Cancer Screening (NQF0034)
- Diabetes Care: HbA1c testing (NQF0057)
- Diabetes Care: HbA1c control (NQF0575)
- Adolescent well-care
- Developmental screening for 0-3 yrs. (NQF1399)

*Examples based on alignment with CCO Incentives Measures: www.oregon.gov/oha/Pages/CCO-Baseline-Data.aspx

Core Attribute 3: COMPREHENSIVE WHOLE PERSON CARE

“Provide or help us get the health care, information, and services we need.”

Must Pass Measure Intent:

3.B.0 - The PCPCH routinely offers the following:

- Acute care
- Management of chronic conditions and coordination of care
- Office-based procedures
- Diagnostic tests
- Patient education and Self Management Support

Must Pass Measure Intent:

3.C.0 - The PCPCH has a screening strategy for mental health, substance abuse and developmental conditions with documentation for on-site and local referral resources:

- Associated with improved health outcomes
- Core component of whole person primary health care

Core Attribute 4: CONTINUITY

“Be our partner over time in caring for us.”

Must Pass Measure Intent:

4.A.0 - PCPCH reports the % of active patients assigned to PCP/team

4.B.0 - PCPCH reports the % of patient visits with assigned PCP/team

- Promote patients' relationship with PCP/team
- Shared responsibility and communication

Example:

- Integration of team-based care
 - Allows team approach for comprehensive, continuous patient care
 - Allows for provider coverage
 - Allows for enhanced communication and coordination of patient care
- Empanelment
 - Appropriate work distribution
 - Understand supply/demand

Core Attribute 4: CONTINUITY

“Be our partner over time in caring for us.”

Must Pass Measure Intent:

4.C.0 - PCPCH maintains and updates a health record for each patient

- Need up-to-date records that are comprehensive
- Essential for safe transition of care between clinicians and facilities

4.E.0 - PCPCH has a written agreement with its usual hospital providers or directly provides routine hospital care

- Appropriate care transition is important for patient safety
- PCPCH facilitates relationship and communication for hospital care

Example:

Written agreement with usual providers of hospital care that includes:

- Process for requesting admission
- Process for communication at time of admission, discharge and follow-up
- Performance expectations at time of admission, discharge and follow-up
- Process for record sharing

Core Attribute 5: COORDINATION AND INTEGRATION

“Help us navigate the health care system to get the care we need in a safe and timely way.”

Must Pass Measure Intent:

5.F.0 - PCPCH has a process to offer or coordinate hospice and palliative care and counseling

- Responsibility of PCPCH to coordinate end of life care
- Ensures that the patients wishes are documented and being met, when the time comes

Example:

- Care coordination around:
 - Palliative care discussions with patient and family
 - Coordination of services
- Group visits for POLST discussion and end of life planning
- Documentation in EHR for end of life care resources

Core Attribute 6: PERSON AND FAMILY CENTERED CARE

“Recognize that we are the most important part of the care team - and that we are ultimately responsible for our overall health and wellness.”

Must Pass Measure Intent:

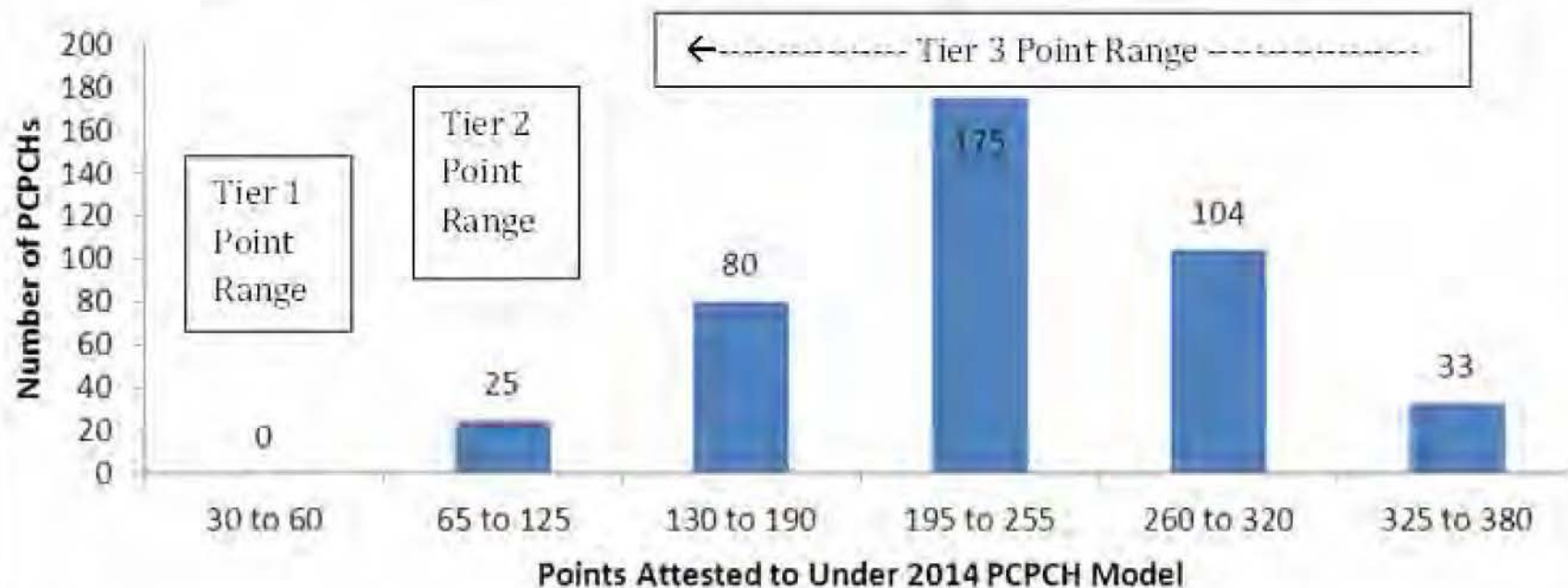
6.A.0 - PCPCH offers language interpretation services, either by:

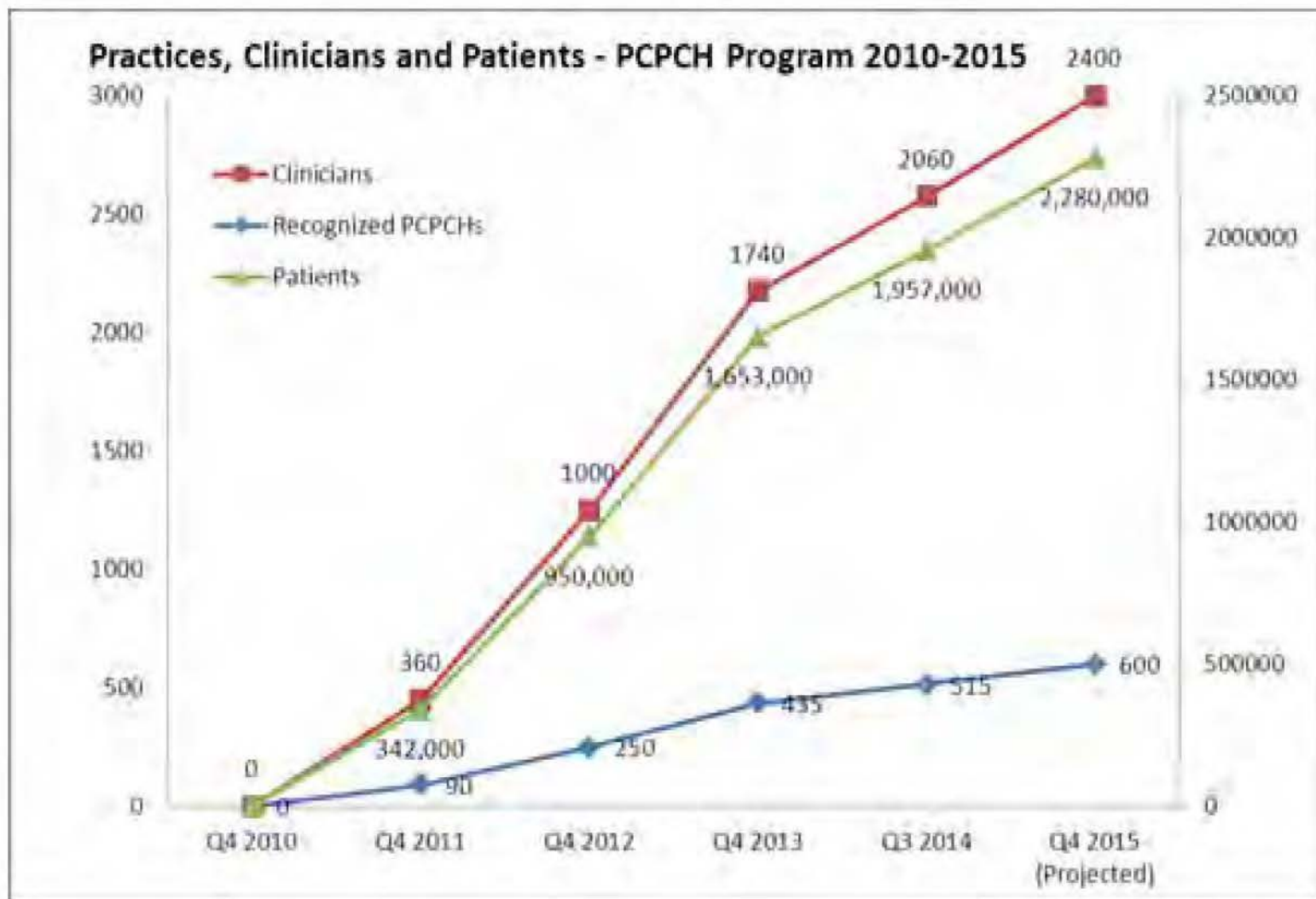
- Providers who speak a patient and family’s language at time of service
- In-person interpreters
- Telephonic trained interpreters

Example:

- Update hiring policies to include certified bilingual personnel
- Contract with interpretive service
- Use EHR to document patient language preference
- Offer translated written materials

Distribution of Points by PCPCHs under 2014 Model





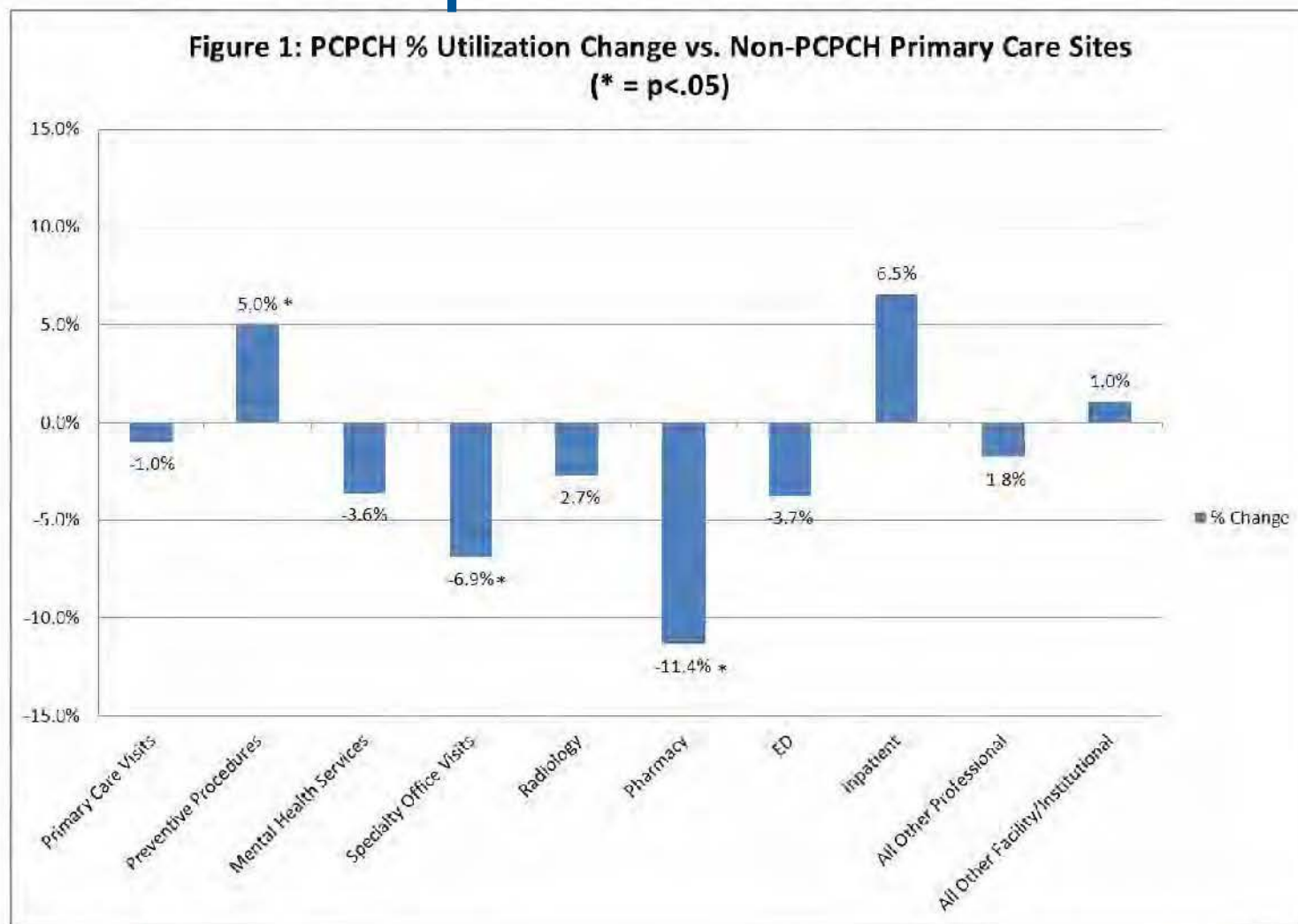
What do PCPCHs look like?

- **Staffing**
 - Average # providers = 5.1 (1-39 FTE)
 - Average # other clinical staff = 9.4 (0-70 FTE)
 - Average # annual visits = 14,539 (229-134,000)
- **Services**
 - Majority serve adult and pediatric populations
 - Majority provide obstetrics care
 - < 20% offer CAM
- **Ownership**
 - Nearly half owned by a larger system
 - 40% independent and unaffiliated
 - About 10% independent but in alliances
- **Implementation**
 - Over 80% (N=252) of survey respondents needed to add new services in order to implement the model

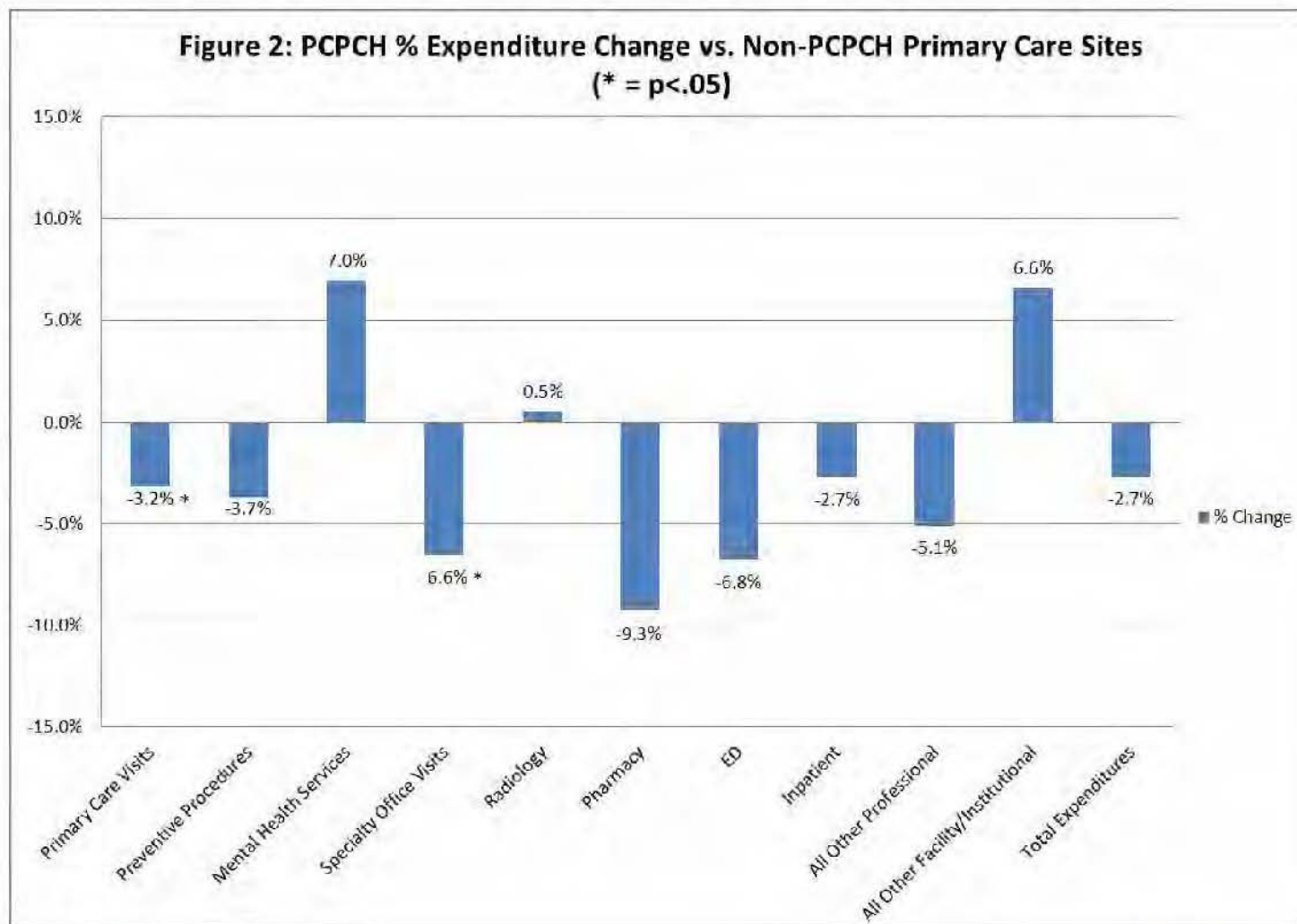
Where are PCPCHs?



Impact on Utilization

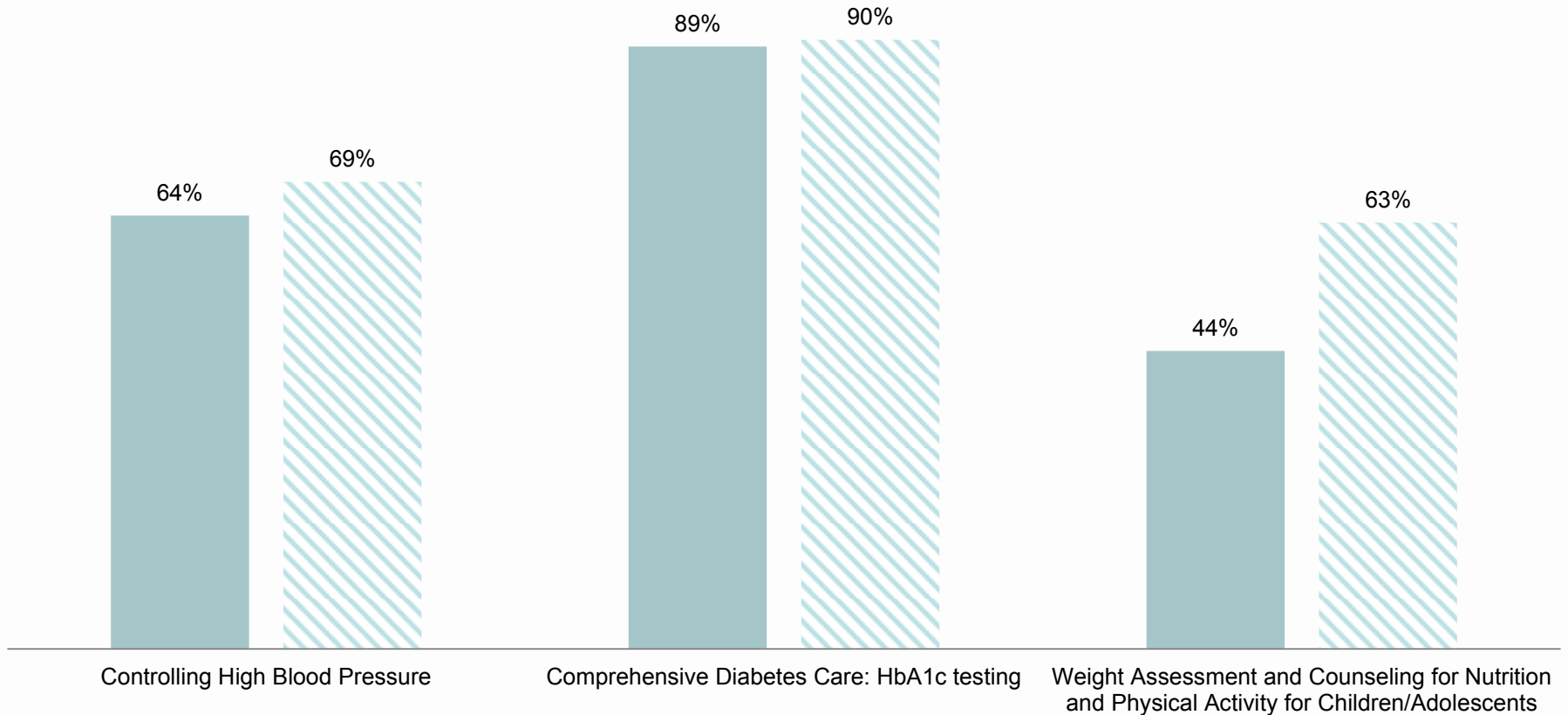


Impact on Expenditures



Clinical Quality Measures

■ HEDIS 2014 National 50th percentile (Commercial) ■ PCPCH



Measure	Mean PCPCH Clinic Score (n)	Mean Non-PCPCH Clinic Score (n)	Percent Difference	p-value
Chlamydia Screening	42.9% (175)	38.7% (130)	+10.9	0.011
Diabetes Eye Exam	62.4% (210)	59.9% (199)	+4.2	0.030
Diabetes Kidney Disease Monitoring	80.4% (210)	76.5 (199)	+5.1	<0.001
Appropriate Use of Antibiotics for Children with Sore Throats	83.4% (58)	75.0% (47)	+11.2	0.030
Well Child Visits in the 3 rd , 4 th , 5 th and 6 th Years of Life	63.3% (148)	55.3% (152)	+14.5%	<0.001

Oregon Health Care Quality Corporation. (2013). *Information for a Healthy Oregon: Statewide Report on Health Care Quality.*

Provider Perceptions

Improving outcomes

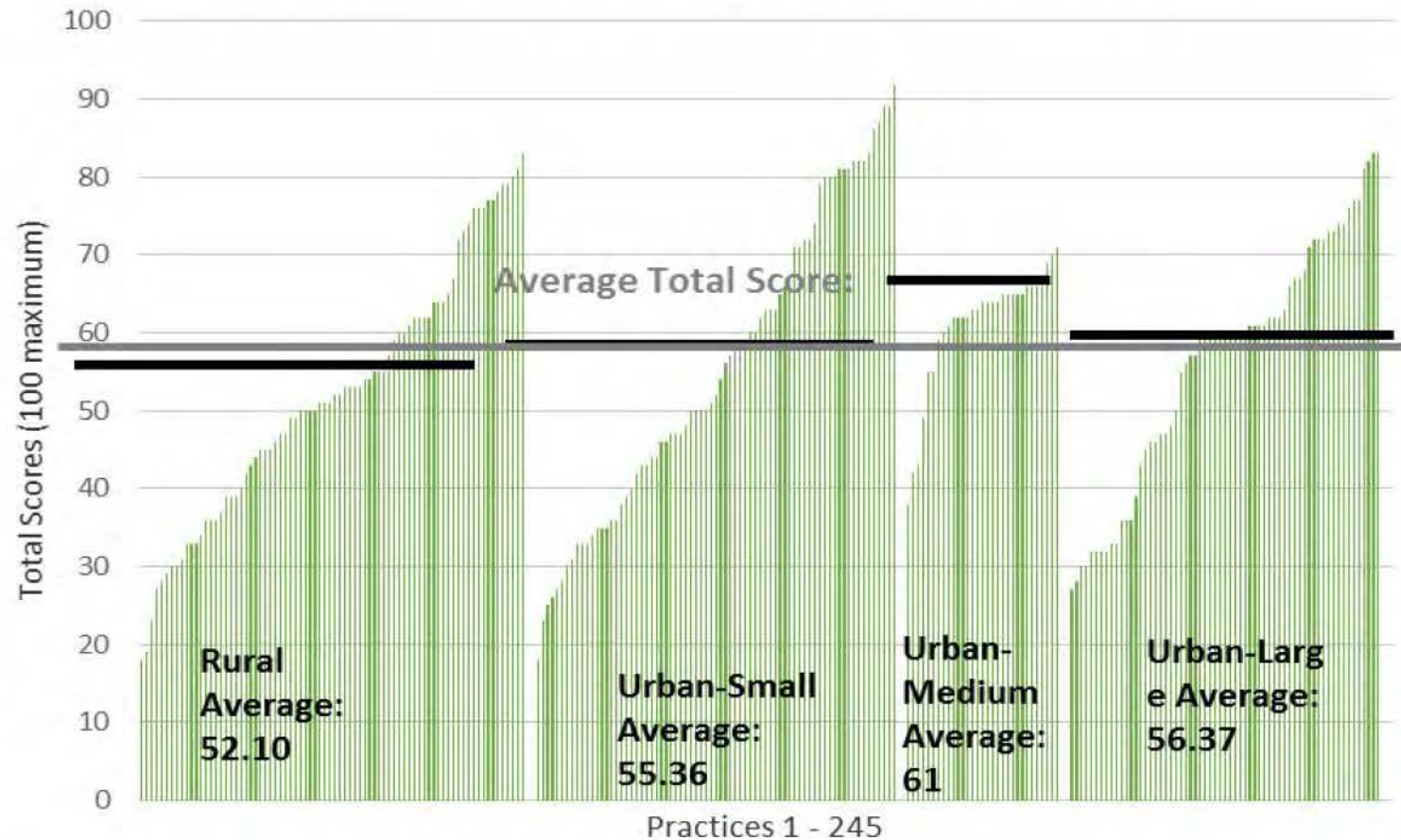
- 85% feel the model is helping their practice increase the quality of care

Improving access and experience of care

- 75% feel the model is helping their practice increase access to services
- 85% of those surveyed believe the PCPCH model is helping them improve the individual experience of care
- 82% report the model is helping them improve population health management

PCPCH Total Attribute Scores

Total Scores, Urban/Rural Categorization (N=245)



Most Common and Least Common Attested To Measures

Standards Attested to by 90% or more of PCPCHs include:

- 1.C.1 – When patients receive clinical advice via telephone, these telephone encounters (including after-hours encounters) are documented in the patient's medical record
- 1.D.1 – PCPCH provides same day appointments
- 3.D.1 – PCPCH provides comprehensive health assessment and interventions, when appropriate, for at least three health risks or developmental promotion behaviors
- 5.1.a – PCPCH demonstrates the ability to identify, aggregate, and display up-to-date data regarding its patient populations

Most Common and Least Common Attested To Measures

Standards Attested to by 10% or less of PCPCHs include:

- 2.C.1 – PCPCH involves patients, caregivers, and patient-defined families as advisors on at least one quality or safety initiative per year
- 2.C.3 – Patient, caregiver and family-defined family advisors are integrated into the PCPCH and function in peer support or in training roles
- 4.G.2 – PCPCH tracks the percentage of patients whose medication regimen is reconciled
- 6.C.3 – PCPCH surveys a sample of its population at least annually on their experience of care using one of the CAHPS survey tools and meets benchmarks on the majority of the domains regarding provider communications, coordination of care and practice staff helpfulness

Verification Site Visits

- Launched in September 2012
- Conducted more than 80 site visits to-date
- Goals:
 - Verification
 - Assessment
 - Collaboration
- All recognized practices will be visited within five years
- Site visit teams:
 - Compliance specialist
 - Practice Enhancement Specialist
 - Clinical Transformation Consultant
- Before the visit:
 - Site visit team will conduct a pre-visit call
 - Clinics have about 5-6 weeks to prepare for site visit
- After the visit:
 - 90 days to draft an improvement plan (if needed)
 - OHA provides TA for all clinics and coordinates with other TA sources

Recent Key Activities

- Focus on technical assistance
 - Patient-Centered Primary Care Institute
 - Site visits: clinical champion/practice coach team approach
- 3 STAR designation
 - Winding Waters Clinic in Enterprise was awarded the 1st 3 STAR designation in the state in June 2015.
- Payment Reform
 - 2013 Multi-payer agreement
 - SB 231

Legislative Updates from the 2015 Session

- SB 231
 - Passed both the Oregon Senate and the House, currently in Committee
 - Directs prominent carriers in the state as well as PEBB and OEBC to report the proportion of their expenses allocated to primary care by the end of 2015.
 - OHA will work with the Department of Consumer and Business Services to develop criteria and processes for the collection and reporting of these data.
 - OHA will convene a primary care payment reform collaborative to develop and share best practices around reimbursement and investments in primary care that support and facilitate health care innovations and improvements.

Legislative Updates from the 2015 Session

- SB 832
 - Passed in the Oregon Senate, currently in House Committee
 - Requires the OHA to develop standards for achieving the integration of behavioral health services and physical health services in PCPCHs and behavioral health homes
 - Defines behavioral health home as a mental health disorder or substance use disorder treatment organization that provides integrated health care to individuals whose primary diagnoses are mental health disorders or substance use disorders.
 - Defines integrated health care and behavioral health clinician
 - Allows providers in PCPCHs and behavioral health homes to use billing code applicable to the behavioral health and physical health services that are provided.

What's Next for PCPCH Program

- Continued focus on technical assistance
- Program Evaluation
 - Case study of 30 exemplary PCPCHs
- 2014 Annual Report
- PCPCH Standards Advisory Committee
 - Meeting from June – November 2015 to review the model
 - Focus on behavioral health & primary care integration

Thank you!

Nicole Merrithew, MPH
Director, PCPCH Program
nicole.merrithew@state.or.us

www.PrimaryCareHome.oregon.gov
pcpch@state.or.us

Agenda Item
North Central Public Health District Funding
Proposal

- [No documents have been submitted for this item](#)
 - [Return to Agenda](#)

Agenda Item
Community Corrections Biennial Plan

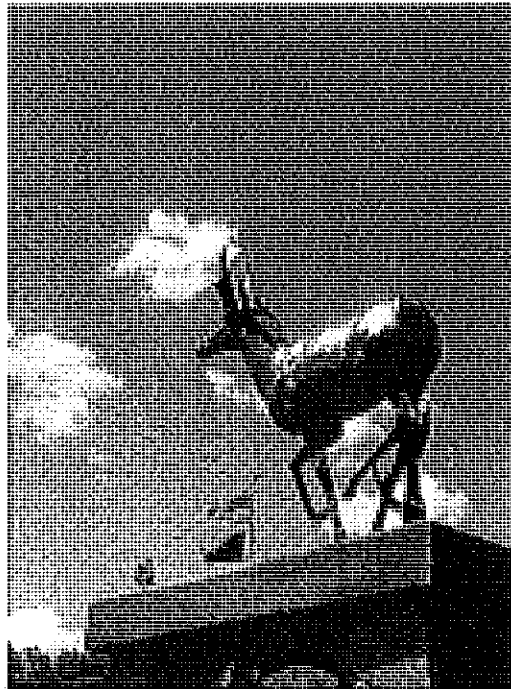
- [2015-2017 Wasco County Community Corrections Plan](#)

Wasco County Community Corrections

Biennial Corrections Plan

2015-2017

Robert Martin



Wasco County 2015-2017 Community Corrections Biennial Plan

Department of Corrections 2575 Center Street NE Salem, Oregon 97310	<div style="text-align: right; border: 1px solid black; padding: 2px;"><i>For Office Use Only</i></div> <div style="border: 1px solid black; padding: 2px;">Date Received:</div>
Address: 421 East Seventh Street, (Annex B), The Dalles, OR 97058 Telephone: 541-506-2570 Fax: 541-506-2571	
Community Corrections Director/Manager: Currently - Vacant Position Address: 421 East Seventh Street, (Annex B), The Dalles, OR 97058 Phone: 541-506-2570 Fax: 541-506-2571 Email:	
Sheriff: Rick Eiesland Address: 511 Washington Street, The Dalles, OR 97058 Phone: 541-506-2580 Fax: 541-506-2581 Email: Ricke@co.wasco.or.us	
Jail Manager: Bryan Brandenburg Address: 201 Webber Street, The Dalles, OR 97058 Phone: 541-298-1576 Fax: 541-298-1361 Email: bbrandenburg@norcor.co	
Supervisory Authority: Rick Eiesland Address: 511 Washington Street, The Dalles, OR 97058 Phone: 541-506-2580 Fax: 541-506-2581 Email: ricke@co.wasco.or.us	
LPSCC Contact: Molly Rogers, Director Wasco County Youth Services Address: 202 East Fifth Street, The Dalles, OR 97058 Phone: 541-506-266 Fax: 541-506-2661 Email: mollyr@co.wasco.or.us	
<u>Biennial Budget</u>	
State Grant-in-Aid Fund:	\$2,473,851.00
Inmate Welfare Release Subsidy Fund:	\$7,210.00
County General Fund:	\$0.00
Supervision Fees:	\$184,120.00
Other Fees:	\$6,800.00
Other:	\$439,450.00
<u>Total:</u>	<u>3,111,431.00</u>

Executive Summary

By

Robert Martin

Wasco County Community Corrections

Wasco County Community Corrections continually endeavors to achieve a standard of excellence in the performance of our mission. The pursuit of excellence requires the efficient use of resources and continuing efforts to enhance effectiveness in performing our duties and accomplishing our mission for the community. Our resources consist of state grant funds, equipment, facilities, and local community partnerships, and our department personnel. However, our most valuable resource is our employees. Wasco County Community Corrections has employees who are exceedingly dedicated, well trained, and effectively respond to a plethora of complex and varied demands.

Since 2002, Community Corrections has embraced Evidence-Based Practices (EBP) as a guiding philosophy in supervising our clientele. We have implemented program elements to address cognitive issues and criminal thinking. Staff have received training in Motivational Interviewing, an approach that has been identified as an EBP of “what works” in motivating offenders towards positive change. We have implemented the Level of Service/Case Management Inventory (LS/CMI) as a risk/needs assessment tool long before it was a requirement. We have implemented the Moral Reconciliation Therapy program to address offender motivation and thinking errors and thereby reduce offender risk to reoffend. Additionally, the department has worked with local programs to have them evaluated with the DOC’s Correctional Program Checklist (CPC), which is a program assessment designed to determine how closely programs meet known principles of effective intervention, and we are continuing to work towards a goal of having all our local treatment programs evaluated to determine overall effectiveness. Internally, our EBP implementation has focused our efforts on three key principles of best practices in community corrections outlined below.

Risk Principle: Offenders who pose the higher risk of continued criminality receive the most intensive oversight and programming. This principle is addressed through the use of the Level of Service/Case Management Inventory (LS/CMI), a validated risk and needs assessment, to determine whom our highest risk offenders are. All PO staff have been trained on and utilize the LS/CMI assessment tool.

Need Principle: Our treatment programs target needs that influence criminal behavior and which effectively address criminal thinking, substance abuse and addiction, problem solving skills, impulse control skills, and enhance motivation for change. As with risk, these needs are identified through the use of the LS/CMI tool.

Responsivity Principle: This refers to the way in which correctional programs should target the identified risk and need factors, utilizing programs that address behaviors. Currently Community Corrections utilizes

skills, impulse control skills, and enhance motivation for change. As with risk, these needs are identified through the use of the LS/CMI tool.

Responsivity Principle: This refers to the way in which correctional programs should target the identified risk and need factors, utilizing programs that address behaviors. Currently Community Corrections utilizes the University of Rhode Island Change Assessment (URICA) to determine an offender's "stage of change". The URICA indicates the offender's current level of motivation to address and change a problem area in their lives. Offenders "not ready" to change are referred to motivation and cognitive programming in our MRT group designed to enhance motivation to change. Offenders who are "ready" to change proceed with referrals to other programming as needed. Additionally, the use of Motivational Interviewing by PO staff helps the offenders resolve ambivalence to change.

Activities/Partnerships

MRT: Our Moral Reconciliation Therapy (MRT) program has continued to provide programming for both female and male offenders in two separate gender specific program groups. Male MRT groups have average 8-10 clients while female MRT groups have average slightly less. Successful completions from both groups have been above expectations. The program is facilitated by Ron Webber as a private provider who is trained and certified in this field to facilitate the program.

Crossroads: Currently we are providing level one outpatient substance abuse treatment programming through a partnership with Crossroads Counseling in The Dalles. This program allows our offenders to access this type of needed programming without cost or administrative issues being a barrier to access treatment. In funding this program it allows our offenders to have quick access to the needed treatment and support they need to address substance abuse issues in their lives.

We also have a very active level II substance abuse intensive outpatient treatment program that is funded via the Measure 57 grant that we are awarded and administer for this purpose. The level II program is facilitated by Crossroads Counseling in The Dalles and provides intensive outpatient treatment groups three times a week as well as one-on-one counseling for those offenders whose level of need is above what is provided by the less intensive level one program.

TSI: We have a longstanding partnership with Therapeutic Solutions Inc. (TSI) for the treatment of Domestic Violence offenders and Sex offenders. We provide funding for access to treatment programming for indigent offenders and under employed offenders to provide opportunity for rehabilitation of the offender and to make a safer community and decrease future offences and victimization. TSI has been analyzed and rated by the Oregon Department of Corrections as meeting the required criteria for an approved sex offender program. The program is also a certified sex offender treatment program by the state of Oregon.

Katherine Gotch: We also partner with Katherine Gotch for sex offender evaluations. Katherine has a long career with the evaluation and treatment of sex offenders for Multnomah County Community Corrections as well as her own private practice. She is active with the Sex Offender Supervision Network (SOSN) chartered by the Oregon Association of Community Corrections Directors. And she has recently been the Administrator of Public Affairs with the Association for the Treatment of Sexual Abusers (ATSA). We are happy to have regular access to her expertise and insights in dealing with this population group.

Monty Buettner (polygraphs): In addition to TSI, and Katherine Gotch, as part of our team to address sexual offenders we have Monty Buettner providing polygraph services for us. Monty is a certified polygraph examiner who did his internship under Dr. James Konopasek who was our polygrapher and sex offender treatment provider for many years.

2015-2017 Biennial Plan

Grace House: The Grace House is another local partnership we have been involved in with positive results. The Grace house is the only clean and sober living program for adult males in north central Oregon. This is a faith based program that provides drug and alcohol free housing to those who voluntarily desire to participate.

The Grace House has helped many clients get back on their feet, obtain employment, maintain accountability, and restore self-worth and a new start in the community. The house is run by a board that is often comprised of past residents. Over time the Grace House has been a key player in helping many offenders turn their lives around. We have valued the partnership we have with the Grace house in supporting offenders participating in their program.

Drug Court: Community Corrections also partners with the Wasco County Drug Court and Family Court to provide supervision services and accountability for clients enrolled in these programs. We believe that our participation in these programs has been a valuable asset for the community and our clients and we support the mission of these specialized Courts. The PO assigned to these specialized courts plays a key role in these programs but due to staffing shortages has not been able to be a part of the drug court meetings for nearly a year. It is hoped that that PO staffing will be increased and once again allow us to be intimately involved in the drug court as we were in the past.

The professionals we have built partnerships with over the years help us provide state of the art care in addressing the evaluation, treatment, and accountability for our offender programming and in doing so we are having a positive effect on reducing recidivism and decreasing further victimizations throughout our community.

Goals/Projects

WINGS: Looking at the needs of Community Corrections offenders in our county, the prominent need identified is the need for more resources in the area of community based transitional housing programs with wrap-around community services.

Allyson Pate founder of WINGS (a transition house based in Hood River), and I have discussed this concept at length. Allyson is excited about the possibility of collaborating on a transitional program here with Community Corrections. She is willing to work with and partner with Community Corrections to establish a transitional house in our county to provide the same type of wrap around services as the program that has been established in Hood River.

WINGS has a track record as a very successful program that is well established and has helped many find a road to success. WINGS is already operating a female program in The Dalles and working with the females in a slightly different model which could also be part of expanding the partnership.

Give Them Wings, Inc. is a 501(c)(3) nonprofit corporation doing business as WINGS. WINGS is a two-phase program that provides housing, work, education and wrap-around services for young men who are currently homeless and in need have wrap around support to integrate into a productive life in the community.

WINGS opened its doors on December 1, 2008, and has changed the lives of over 85 young men. As this is a self-paced program, they expect that Phase 1 will last between six and nine months. As the young men show that they have learned the skills to be employable and sustainable, they graduate to Phase Two, where they have their own job and place to live. Through a housing grant with HUD, they are able to offer seven to ten graduates a place to live in the Hood River program. At the time of graduation from the program, the young men will be ready to live and work independently.

WINGS operates with a grant from HUD which provides the housing and provides some funding for the program. The program also is supported by numerous fund raisers and community supporters and contributors. To start a new program here will require WINGS hiring additional staff as 24 hour supervision is provided and there are other expenses as well. It is hoped that someone on the County level will catch the vision of this project and move forward with developing a community partnership with Allyson Pate and WINGS as I vacate the Management position with Community Corrections. It has been anticipated that HB 3194 funding would be adopted for funding this project and partnership and this concept has been presented to the Local Public Safety Coordinating Council (LPSCC).

(For more information about WINGS see their web site : http://getwings.net/what_is.html)

MRT: Our Moral Reconation Therapy (MRT) is nationally recognized as the premier cognitive program for impacting parole and probation clients. The MRT program has been adapted to several different areas of treatment for addressing addictions, domestic violence, and other issues and is nationally accepted as an effective evidence based program. We have continued to provide MRT programming inside the NORCOR facility which dovetails with our MRT program outside the jail wherein offenders who are normally difficult to engage in the MRT program can become engaged while serving a period of time inside NORCOR and then continue to complete the program upon release with our regular MRT program. We have found this to be a successful strategy for reaching some of our hardest to reach offenders. It is hoped that this project can be continued and expanded to include a female in-custody MRT group to impact the female incarcerated clients in a similar fashion. It is hoped that the Community Corrections MRT program inside NORCOR can continue and expand as it should.

Funding

Community Corrections is funded by a grant from the State of Oregon which is disbursed by the Oregon State Department of Corrections (DOC) through an intergovernmental agreement with Wasco County. The allocation is based on the current state funding formula addressing felony offender supervision. Additional funds are generated by client supervision fees that make up about 6% of the overall budget.

Only felony cases are funded by the state grant that we operate under. The funding is calculated to supply enough resources to adequately supervise the number of felony offenders we have assigned to our caseload. Misdemeanors are not "funded" cases in regard to the Community Corrections grant. Misdemeanor cases currently account for about 20+% of our caseload. The DOC grant funding designed and allocated to address the supervision of the felony offender population is currently being utilized to provide for management of the misdemeanor caseload population as well. The county does not contribute any funds to Community Corrections from the county general fund.

Outcome Measures

Wasco County Community Corrections is monitored by the State Department of Corrections in regard to specific outcome measures:

- Community Service (hours completed)
- Employment (percentage of employed offenders)
- Positive Case Closures (completion as opposed to revocation)
- Recidivism (new crime)
- Restitution (payments to victims)
- Treatment (percentage engaged)

Conclusion

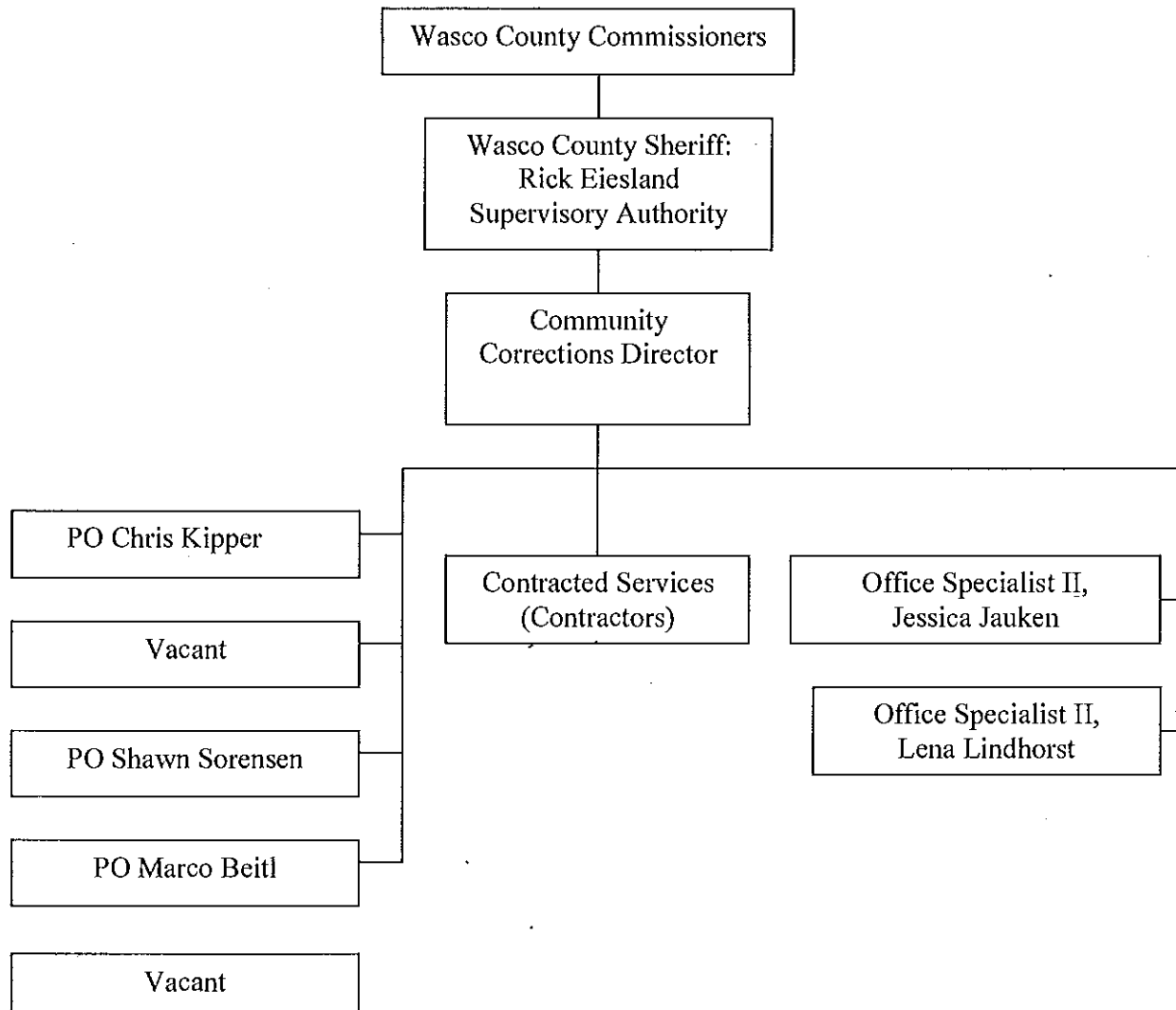
Our highest priority is always community safety, but we value the goal of offender rehabilitation for future benefit and safety of the community as well. When offenders return to their homes in our communities after serving a jail sentence, generally nothing has changed much for them. In all likelihood some things may have gotten worse for them in some ways than before they were arrested. Upon release they often find themselves back where they left off, still addicted to drugs or alcohol, perhaps now without housing, often they have lost their job, and possibly viewing the world through a more hopeless mindset. Offenders return to the local community often more hopeless, and more criminally oriented than before. Community Corrections plays a key role in influencing those we supervise towards making positive changes in their lives. The positive impact on the community by a life “turned around” enhances the safety and the quality of life for all. The rehabilitative work facilitated by Community Corrections through providing evidence based treatment programming, clean and sober housing, and counseling that addresses their criminogenic needs, is the only rehabilitative help that most adult offenders will ever receive in the criminal justice system.

We believe that holding offenders accountable yet also providing and enhancing the means and opportunity for them to positively address their issues has a ripple effect on the entire community. The value of success represented by the crimes that were not committed and people that were not victimized, and the lives that are positively impacted is immeasurable. The negative impacts of crime and addiction and the associated tragedies that continue to occur related to such behaviors is statistically measurable but cannot be correlated to a dollar amount in the toll it takes on victim’s lives. Therefore your support of the work that Community Corrections does on behalf of the citizens in our County is greatly appreciated.

Robert Martin

Director, Community Corrections

Wasco County Community Corrections
Organization Chart
2015-2017



Program Name:	Administration
Program Category:	Administration
Program Description:	Provides for the necessary resources and infrastructure of the department. Provides the hardware, software, training, facilities, and associated infrastructures and maintenance and expenses required to operate community corrections.
Program Objectives:	To provide the necessary skills training for Community Correction staff and operational infrastructure and resources to adequately operate the department effectively.
Method(s) of Evaluation:	State of Oregon Outcome Measure Reports and department special reports and evaluation by the County.

Monthly Average to be Served: 360

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low
☒ Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$156,160.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	
<input type="checkbox"/> County General Fund	
<input checked="" type="checkbox"/> Supervision Fees	\$30,400.00
<input checked="" type="checkbox"/> Other Fees	\$0.00
<input checked="" type="checkbox"/> Other Justice Re-Investment	\$15,365.00

Additional Comments:

Program Name:	NORCOR Jail Facility
Program Category:	Custodial/Sanction Beds
Program Description:	Provides access to jail beds for offender sanctions and 1145 inmates.
Program Objectives:	Provides a resource to fund local incarceration for violations and 1145 inmates
Method(s) of Evaluation:	State of Oregon Outcome Measures

Monthly Average to be Served: 35

Type of Offender(s) Served:	Crime Category:	Gender:	Risk Level:
<input checked="" type="checkbox"/> Probation	<input checked="" type="checkbox"/> Felony	<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> High
<input checked="" type="checkbox"/> Parole/Post-Prison	<input checked="" type="checkbox"/> Misdemeanor	<input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> Medium
<input checked="" type="checkbox"/> Local Control			<input checked="" type="checkbox"/> Low
			<input checked="" type="checkbox"/> Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie. Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$780,258.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	_____
<input type="checkbox"/> County General Fund	_____
<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Other Fees	_____
<input type="checkbox"/> Other	_____

Additional Comments:

Program Name:	Supervision
Program Category:	Supervision
Program Description:	All associated functions and tasks related to monitoring and supervising offenders placed on probation, post-prison supervision, and parole. Staff track and monitor programming, treatment, and sentences. Officers oversee compliance to conditions of supervision and address and address criminogenic needs, making referrals to appropriate treatment programs based on conditions and needs. Offenders are held accountable for their actions and compliance to conditions of supervision through a continuum of sanctions. Reports and other services are provided for the Courts, the Department of Corrections, the Parole Board, as well as the Interstate Compact Division.
Program Objectives:	To enhance public safety, reduce recidivism, and reduce additions and criminality.
Method(s) of Evaluation:	State of Oregon Outcome Measure Reports

Monthly Average to be Served: 360

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low
☒ Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- | | |
|--|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$1,186,790.00 |
| <input type="checkbox"/> Inmate Welfare Release Subsidy Fund | |
| <input type="checkbox"/> County General Fund | |
| <input checked="" type="checkbox"/> Supervision Fees | \$22,304.00 |
| <input type="checkbox"/> Other Fees | |
| <input type="checkbox"/> Other | |

Additional Comments:

Program Name:	Comprehensive Transition Services
Program Category:	Transition Services
Program Description:	Financial assistance for qualifying offenders for transportation, food, clothing, or other necessary items, as well as crisis and transitional housing (both individual and group housing options).
Program Objectives:	To enhance public safety, reduce recidivism by enhancing offenders' opportunities for success within the community.
Method(s) of Evaluation:	State of Oregon Outcome Measure Reports

Monthly Average to be Served: 5

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low
☒ Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
WINGS	Transitional Housing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Grace House	Safe and Sober Housing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$142,599.00
<input checked="" type="checkbox"/> Inmate Welfare Release Subsidy Fund	\$7,210.00
<input type="checkbox"/> County General Fund	
<input checked="" type="checkbox"/> Supervision Fees	\$102,900.00
<input type="checkbox"/> Other Fees	
<input checked="" type="checkbox"/> Other Justice Re-Investment & M57	\$127,342.00

Additional Comments: \$115,242 from Justice Reinvestment & \$12,100 from Measure 57 Supplemental Funding

Program Name:	Sex Offender Treatment Services
Program Category:	Sex Offender Services
Program Description:	Provides subsidy funding assistance for qualifying offenders for the costs of sex offender evaluations, treatment, polygraphs, and plethysmograph testing.
Program Objectives:	To enhance public safety by addressing offender treatment needs. Reducing recidivism and criminality.
Method(s) of Evaluation:	State of Oregon outcome reports and Corrections Program Checklist (CPC) assessment.

Monthly Average to be Served: 20

Type of Offender(s) Served:	Crime Category:	Gender:	Risk Level:
<input checked="" type="checkbox"/> Probation	<input checked="" type="checkbox"/> Felony	<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> High
<input checked="" type="checkbox"/> Parole/Post-Prison	<input checked="" type="checkbox"/> Misdemeanor	<input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> Medium
<input checked="" type="checkbox"/> Local Control			<input type="checkbox"/> Low
			<input type="checkbox"/> Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
Therapeutic Solutions, Inc	Sex Offender Treatment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	63%
Integrated Clinical & Correctional Services, LLC	Sex Offender Evaluations	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$32,200.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	_____
<input type="checkbox"/> County General Fund	_____
<input type="checkbox"/> Supervision Fees	_____
<input checked="" type="checkbox"/> Other Fees	\$6,800.00
<input type="checkbox"/> Other	_____

Additional Comments: Fees paid by offenders based on treatment planning and ability to pay.

Program Name:	Substance Abuse Outpatient Treatment
Program Category:	Substance Abuse
Program Description:	Provides financial assistance for qualifying offenders to access various types of substance abuse treatment and evaluations. Provides for drug testing and lab expenses for monitoring drug and alcohol abuse by offenders
Program Objectives:	To enhance public safety, reduce recidivism by reducing substance abuse and addiction and supporting addiction recovery
Method(s) of Evaluation:	State of Oregon Outcome Measure Reports and Corrections Program Checklist assesment

Monthly Average to be Served: 20

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low
☒ Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie, Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
Crossroads Counseling	Outpatient Substance Abuse Treatment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Center For Living	Outpatient Substance Abuse Treatment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$63,644.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	
<input type="checkbox"/> County General Fund	
<input checked="" type="checkbox"/> Supervision Fees	\$8,000.00
<input type="checkbox"/> Other Fees	
<input checked="" type="checkbox"/> Other Juvenile Re-investment & M57	\$162,841.00

Additional Comments: \$69,145.00 from Justice Reinvestment Funding and \$93,696.00 through Measure 57 Supplemental Funding.

Program Name:	Domestic Violence Services
Program Category:	Other Programs
Program Description:	Provides subsidized access to evaluation and appropriate programming for qualifying offenders.
Program Objectives:	To enhance public safety, reduce recidivism by addressing treatment needs for offenders with criminogenic risks for domestic violence.
Method(s) of Evaluation:	State of Oregon Outcome Measure Reports

Monthly Average to be Served: 29

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low
☒ Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
Treapeutic Solutions Inc.	Domestic Violence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	63%
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$11,200.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	
<input type="checkbox"/> County General Fund	
<input checked="" type="checkbox"/> Supervision Fees	\$15,160.00
<input type="checkbox"/> Other Fees	
<input type="checkbox"/> Other	

Additional Comments:

Program Name:	Other Programs/Services
Program Category:	Other Programs
Program Description:	Provides assistance in accessing various types of treatment, evaluations, and programming. Programming includes support of cognitive and Moral Recognition Therapy; mental health screening, evaluation, and treatment; transportation to inpatient treatment programs; contingency funding in support of programs and services; Interpreters for offenders with English as a second language (including American sign language). Specific programs include MRT, Theft Talk, Job Readiness, Anger Management, Community Work projects.
Program Objectives:	To enhance public safety, reduce recidivism by assisting and promoting the rehabilitation of offenders
Method(s) of Evaluation:	State of Oregon Outcome Measure Reports; Consultation with treatment providers and staff

Monthly Average to be Served: 10

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low
☒ Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
Ron Webber	Moral Recognition Therapy	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Theft Talk Online Services	Theft Talk classes and Anger Management	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Center For Living	Mental Health	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$101,000.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	
<input type="checkbox"/> County General Fund	
<input checked="" type="checkbox"/> Supervision Fees	\$5,356.00
<input type="checkbox"/> Other Fees	
<input checked="" type="checkbox"/> Other Justice Re-investment	\$57,620.00

Additional Comments: Mid-Columbia Council of Governments, MCCOG, will be in negotiations for the job readiness programming as part of the Justice Reinvestment funding.

Program Name:	Jail Services/Re-entry
Program Category:	Other Programs
Program Description:	Providing case management services and cognitive based programming within the NORCOR Regional Jail as part of the evidence based re-entry program
Program Objectives:	To enhance public safety, reduce recidivism by assisting offenders to safely integrate back into community following local incarceration
Method(s) of Evaluation:	State of Oregon Outcome Measure Reports;

Monthly Average to be Served: 15

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low
☒ Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
NORCOR	Cognitive /Re-entry	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- ☐ State Grant-In-Aid Fund
☐ Inmate Welfare Release Subsidy Fund
☐ County General Fund
☐ Supervision Fees
☐ Other Fees
☒ Other Justice Re-investment

\$76,282.00

Additional Comments: This is an addition to the 2015-2017 Plan - this is an identified project for the funds set back with CJC to provide evaluation.

Wasco County 2015-2017 Sanctions and Services

Please indicate the **monthly average** number of offenders that participate in the sanctions/services listed below; regardless of the funding source or how the sanction/service is paid for. In other words, even if it's paid for by grants, levy's, or the offender, it should be counted in the total.

Custody

Corrections/Work Center 0

Electronic Home Detention 0

Jail 35

Substance Abuse - Inpatient 4

Non-Custody

Community Service/Work Crew 20

Cognitive 12

Day Reporting Center 13

Domestic Violence 29

Drug Court 6

Employment 5

Intensive Supervision 13

Mental Health Services 4

Polygraph 1.5

Sex Offender 20

Subsidy 6

Substance Abuse - Outpatient 18

Transition Services 5

Urinalysis 20

2015-2017 Biennial Plan

Wasco County
2015-2017 Community Corrections Budget Summary

Program Name	Grant in Aid Fund	Release Subsidy	Supervision Fees	Other Funds and Fees	Total
Administration	\$156,160.00		\$30,400.00	\$15,365.00	\$201,925.00
Custodial/Sanction Jail Beds	\$780,258.00				\$780,258.00
Sex Offender Treatment	\$32,200.00			\$6,800.00	\$39,000.00
Supervision	\$1,186,790.00		\$22,304.00		\$1,209,094.00
Transitional Services	\$142,599.00	\$7,210.00	\$102,900.00	\$127,342.00	\$380,051.00
Domestic Violence Treatment	\$11,200.00		\$15,160.00		\$26,360.00
Substance Abuse Treatment	\$63,644.00		\$8,000.00	\$162,841.00	\$234,485.00
Other Program Services	\$101,000.00		\$5,356.00	\$57,620.00	\$163,976.00
Other Program - Reentry				\$76,282.00	\$76,282.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total	\$2,473,851.00	\$7,210.00	\$184,120.00	\$446,250.00	\$3,111,431.00

Agenda Item
Justice Reinvestment Program Agreements

- [Wasco County Award Letter](#)
- [Wasco County Reinvestment Grant Agreement](#)
- [Haven Justice Reinvestment Contract](#)
- [NORCOR Justice Reinvestment Contract](#)



Oregon

Kate Brown, Governor

Criminal Justice Commission

885 Summer St NE
Salem, OR 97301-2522
TEL: 503-378-4830
FAX: 503-378-4861

December 1, 2015

Michael Schmidt
Executive Director

Molly Rogers
Wasco County Youth Services
202 East Fifth Street
The Dalles, OR 97058

COMMISSIONERS:

Darryl Larson
Chairman
Sen. Floyd Prozanski*
Rep. Andy Olson*
Walter Beglau
Rob Bovett
Mark Eddy
Greg Hazarabedian
Kiki Parker-Rose
Lee Ayers-Preboski
*Non-Voting

Dear Molly:

This letter serves as the official **Grant Award Letter** for your **2015-17 Justice Reinvestment Grant** from the Criminal Justice Commission (CJC). The CJC received 15 grant applications by the expedited deadline. The evaluation of your application is complete and the CJC Commissioners approved awards and guidelines for CJC staff to commence with the awarding process.

This grant period will run from July 1, 2015 – June 30, 2017. Funding for the grants will be through state funds.

Generally the proposals requested assistance to increase opportunities for downward departures, STTL, and meeting offender needs for successful rehabilitation.

- Risk and needs assessment for services
- Case planning to address the specific risk, need, responsivity, and dosage
- Reach-in services
- Re-entry programs
- Housing assistance
- Jail beds for swift and certain sanctions
- Local jail treatment programs

Please read the following very carefully as it contains important and time sensitive information.

The amount of your award eligibility was determined in accordance with the formula used to distribute baseline funding under ORS 423.483.

After the applications were evaluated by CJC staff and the Community Based Victims Advisory Panel, they were advanced to the Grant Review Committee. On November 12th, the Grant Review Committee approved your application to be moved forward to the Commissioners. On November 23rd, the CJC Commissioners approved your award as follows:

Program Funding: \$ 334,201
10% Victims Funding: \$ 38,414
Total Funding Award: \$ 372,615

The CJC will disburse the grant funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016. ***The Year 1 award amount will be \$ 186,307.50.***

NEXT STEPS IN ACCEPTING THIS AWARD

1. Please sign and return **two original copies** via U.S. mail service to CJC ***as soon as possible***.
2. CJC management will then sign the Grant Award Agreements and return a fully executed copy to you for your files.

ADDITIONAL GRANT REQUIREMENTS/INFORMATION

QUARTERLY PROGRESS REPORTS

Grantees are required to submit quarterly **Progress Reports**. Your Grant Analyst will provide the template for Progress Reporting by Tuesday, December 22, 2015. Deadline details for these reports will be listed in the Grant Award Agreement.

PROOF OF INSURANCE

Successful Grantee(s) must provide all required proofs of insurance within fourteen 14 calendar days of receipt of Grant Award Letter. Failure to provide the required documents within the fourteen 14 calendar-day period may result in Application rejection. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in Exhibit C of the Grant Award Agreement.

AWARD DECISIONS & PERFORMANCE MEASURES

The **Criminal Justice Commissioners** make **final** award decisions. CJC may negotiate the program performance measures and other components of the Award. Performance measures will include outcome measures as proposed in its Application and the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization). In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by CJC, then CJC reserves the right to cancel the award with the Grantee.

SUBAWARD CONTRACTS/AGREEMENTS

CJC reserves the right to obtain copies of all of our grantees' sub award contracts/agreements. As a grantee you are responsible to flow down all requirements your agreement with CJC to your sub awardees.

If you have additional questions please do not hesitate to contact your Grant Analyst, Madeleine Dardeau at Madeleine.E.Dardeau@oregon.gov or (503) 378-6374.

Sincerely,



Paul Egbert
Operations Manager
Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301-2524

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM

885 Summer Street NE
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC”, and **Wasco County** hereinafter referred to as “Grantee”. CJC and Grantee are hereinafter referred to individually without distinction as “Party” and collectively as the “Parties”.

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.

2. Agreement Documents. This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Subcontractor Insurance**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$372,615** (“Grant Funds”) for eligible costs described in Section 6 hereof.

4. Project. The Grant Funds shall be used solely for the project described in Exhibit A (“Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.c hereof.

5. Reports. Grantee shall submit the reports required by this Section.

a. Progress Reports. Grantee shall submit a report quarterly on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by CJC. Each progress report must include data on the extent to which Grantee met its outcome or performance measures (as proposed in its Application, as defined below, and agreed to by CJC) and

achieved the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization) in the quarter just ended, and if Grantee has not fully met its outcome or performance measures or achieved said criteria, a detailed explanation for any shortfall. Reports must be received by CJC no later than the 10th day of each January, April, July and October, commencing January 10, 2016. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.f.

The term “Application” means the application of the Grantee dated October 15, 2015, which is on file with CJC. The Grantee agrees to comply with the terms of the Application, to the extent they do not conflict with this Agreement.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee’s subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for expenses incurred by Grantee prior to the Project Start Date. CJC will disburse the Grant Funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016.

b. Conditions Precedent to Disbursement. CJC’s obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. The Justice Reinvestment Account (“Account”) has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.

iii. Grantee is in compliance with the terms of this Agreement.

iv. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter and organic documents, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

8. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon (“Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

9. Grantee Sub agreements and Procurements

a. Sub agreements. Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, “sub agreements”) for performance of the Project.

i. All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub

agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. Sub agreement indemnity; insurance.

Each sub agreement shall require the other party to such sub agreement, if that party is not a unit of local government as defined in ORS 190.003 or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's sub agreement or any of such party's officers, employees, agents, subgrantees or subcontractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of CJC, be indemnified by the other party to Grantee's sub agreement from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's subgrantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subgrantee, subcontractor or contractor is prohibited from defending State, that Grantee's subgrantee, subcontractor or contractor is not adequately defending State's interests, that an important governmental principle is at issue, or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's subgrantee, subcontractor or contractor if State elects to assume its own defense.

Grantee shall require the other party or parties to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

c. Procurements.

Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

10. Termination

a. Termination by CJC. CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement, including but not limited to failure to meet, to the satisfaction of CJC, any of its outcome or performance measures(as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization; or

iii. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iv. The Justice Reinvestment Account fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

v. Grantor has been notified by the Oregon Legislature or otherwise that the funds in the Account will be reduced for the biennium in which this Agreement becomes effective or for any biennium thereafter;

vi. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

vii. The Project would not produce results commensurate with the further expenditure of funds.

b. Remedies of CJC. In the event of termination by CJC pursuant to Section 10.a.i. or ii. above, CJC may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to CJC to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including but not limited to the following remedies and actions:

- i. Terminating all further disbursements of Grant Funds.
 - ii. Demanding repayment of all or a portion of the Grant moneys previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.
 - iii. Declaring Grantee ineligible to receive future awards from CJC.
 - iv. Applying amounts otherwise due to Grantee from the State of Oregon to payment of the amounts due under this Agreement, as provided by Oregon law.
- c. **Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

11. General Provisions

meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments; Budget Changes. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total Budget amount. The proposed changes to the Budget will be effective

without a written amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.f.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

e. No Third Party Beneficiaries. CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

g. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

h. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

i. Insurance; Workers' Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

j. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

l. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

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

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Grantee

By:

December 16, 2015

Signature of Grantee

Date

Scott C. Hege, Chair Wasco County Board of Commissioners

Name & Title

93-6002315

Federal Tax ID Number

State Tax ID Number

APPROVED AS TO FORM: _____ Kristen Campbell

Criminal Justice Commission

Wasco County Counsel

By:

Michael Schmidt, Executive Director

Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Lynn Nagasako by email dated November 25, 2015.

Lynn Nagasako

Date

CJC Grant Administrator
Madeleine Dardeau
885 Summer St. NE
Salem, OR 97301-2524
Madeleine.Dardeau@oregon.gov
(503) 378-6374

Grantee Contact
Molly Rogers
202 East Fifth Street
The Dalles, OR 97058
mollyr@co.wasco.or.us
531-506-2660

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 by reducing prison populations and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach that: (1) analyzes criminal justice trends to understand drivers of local prison use; (2) promotes the effective implementation of investments that increase public safety and improve offender accountability; (3) measures the impact of the policy changes and reinvestment resources; and (4) ties results to funding.

This Agreement funds the **Wasco County Justice Reinvestment Program**.

Project Start Date: July 1, 2015

GRANT #: JR-15-017

PROGRAM CONTACT: Molly Rogers

EMAIL: mollyr@co.wasco.or.us

TELEPHONE: 541-506-2660

Project End Date: June 30, 2017

FISCAL CONTACT: Debbie Smith-Wagar

EMAIL: mollyr@co.wasco.or.us

TELEPHONE: 541-506-2770

BUDGET SUMMARY:

	Grant Funds Requested
Program 1: NORCOR Reentry	\$76,828
Program 2: Community Based Cognitive Behavior Programming	\$126,766
Program 3: Transitional Housing	\$115,242
Program 4: Parole and Probation Training	\$15,365
10% Victims: Haven	\$38,414
Total	\$372,615

EXHIBIT B

Sub agreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this Section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

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

ii. PROFESSIONAL LIABILITY

☒ Required by CJC ☐ Not required by CJC.

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

☒ \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

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

Bodily Injury, Death and Property Damage:

☒ \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

☒ Required by CJC ☐ Not required by CJC.

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

Bodily Injury, Death and Property Damage:

☒ \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include CJC, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

contractor may request and CJC may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

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

The Grantee shall immediately notify the CJC of any change in insurance coverage.

Wasco County Board of County Commissioners

Justice Reinvestment Grant Program

511 Washington Street

The Dalles, OR 97058

This agreement is made and entered into by and between **Wasco County**, hereafter referred to as “**County**”, and **HAVEN – Help Against Violent Encounters Now**, hereinafter referred to as “**Grantee**”. County and Grantee are hereinafter referred to individually without distinction as “**Party**” and collectively as the “**Parties**”.

1. **Effective Date; Availability of Grant Funds.** This Agreement shall become effective on or later of **January 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and Project End Date are provided in Exhibit A.
2. **Agreement Documents.** This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, County shall provide Grantee an amount not to exceed \$38,414 (“Grant Funds”) for eligible costs described in Section 6 hereof.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (“Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any to the Project unless such changes are approved by County by amendment pursuant to Section 10.c hereof.

5. **Reports.** Grantee shall submit reports required by this Section.

- a. **Progress Reports.** Grantee shall submit a report quarterly on its progress in meeting each of the agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by County. Each progress report must include data on the extent to which Grantee met the its outcome or performance measures or achieved said criteria. If Grantee has not fully met its outcomes or performance measures or achieved said criteria a detailed explanation for any shortfall. Reports must be received by County no later than the 5th of each January, April, July and October, commencing April 5th, 2016. Grantee must receive prior approval from County to extend the due date of a progress report. County may adjust this reporting schedule on an as needed-basis upon notice to the Grantee as provided in Section 10.f.

6. **Disbursement and Recovery of Grant Funds**

- a. **Disbursement Generally.** County shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee's subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. Not Grant Funds may be used for expense incurred by Grantee prior to the Project Start Date. County will distribute the Grant Funds in quarterly installments, no later than February 15, 2016 and then no later than fourteen days following the receipt of Grantee's quarterly reports received by County.
- b. **Conditions Precedent to Disbursement.** County's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. County has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make the disbursement.
 - ii. The Justice Reinvestment Account ("Account") has received funding, appropriations, limitations, allotments or other expenditure authority

sufficient to allow County, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.

- iii. Grantee is in compliance with the terms of this Agreement.
- iv. Grantee has, to the satisfaction of County and the Local Public Safety Coordinating Council, met its outcome or performance measures (as proposed in its Application and agreed to by County) and achieved the criteria.
- v. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

- c. **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provision of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier termination or expiration of this Agreement ("Unexpended Funds") must be returned to County. Grantee shall return Misexpended Funds to County promptly after County's written demand and no later than 15 days after County's written demand. Grantee shall return all Unexpended Funds to County within 14 days after the earlier of expiration or termination of this agreement.

7. Representation and Warranties of Grantee. Grantee represents and warrants to County as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter and organic documents, if applicable, (3) do

not and will not result in the breach of, or constitute a default or require any consent under any other agreement or be bound or affected. No authorization, consent, license, approval of , filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipalities corporations. Grantee shall ensure that each of its sub-grantees and sub-contractors complies with these requirements, as applicable. County, Wasco County Finance Department, and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, and Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition County, Finance Department and their duly authorized representatives may make and retain excerpts, copies, and

transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of County and the Finance Department to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project of a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.
- c. **Expenditure Records.** Grantee shall document the expenditure of all Grant Funds disbursed by County under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the moneys were expended.

9. Termination

- a. **Termination by County.** County may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by County in such written, of:
 - i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement, including but not limited to failure to meet, to the satisfaction of County, any of its outcome or performance measures and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction in prison utilization; or

- iii. County fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iv. The Justice Reinvestment Account fails to receive funding, appropriations, limitations of other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- v. County has been notified by Oregon Criminal Justice Commission by the Oregon Legislature or otherwise that the funds in the Account will be reduced for the biennium in which this Agreement becomes effective or for any biennium thereafter;
- vi. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vii. The Project would not produce results commensurate with the further expenditure of funds.

b. **Remedies of County.** In the event of termination by County pursuant to Section 9.a.i. or ii above, County may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to County to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including by not limited to the following remedies and actions:

- i. Terminating all further disbursements of Grant Funds.
- ii. Demanding repayment of all or a portion of the Grant money previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.

- iii. Declaring Grantee ineligible to receive future awards from County.
 - iv. Applying amounts otherwise due to Grantee from the State of Oregon payment of the amounts due under this Agreement, as provided by Oregon law.
- c. **Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to County, or at such a later date as may be established by Grantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond the Grantee's reasonable control; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible **for** funding under this Agreement.

10. General Provisions

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

With respect to a Third Party Claim for which County is jointly liable with Grantee (or would be if joined in the Third Party Claim), County shall contribute to the amount of the expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonable incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expense, judgments, fines or settlement amounts as well as any other relevant equitable considerations. The relative fault of County on the one hand and Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fine or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if County has sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with County (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of County on the other hand in connections with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The Relative fault of Grantee on the one hand and of County on the other hand shall be determined by references to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

- c. **Amendments; Budget Changes.** This Agreement may be amended or extended only by written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total Budget amount. The proposed changes to the Budget will be effective without written amendment to this Agreement upon written approval by County delivered to Grantee as provided in 10.f.
- d. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United State of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** County and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or County Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against County, such facsimile transmission must be confirmed by telephone notice to County Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless

receipt by the other party is expressly acknowledged in writing by the receiving party.

- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arise from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County in the State of Oregon. In no event shall this Section be construed as a waiver by Wasco County or any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment of the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- h. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- i. **Insurance; Types and Amounts**
 - i. **Workers Compensation.** All employers, including Grantee, that employ subject works who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

- ii. **Professional Liability.** Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the 2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
- iii. **Commercial General Liability.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage's that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by County.
 - 1. Bodily Injury, Death and Property Damage; 1,000,000 per occurrence (for all claimants arising out of a single accident or occurrence).
- iv. **Automobile Liability Insurance:** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be not less than the following amounts as determined by County.
 - 1. Bodily Injury, Death and Property Damage; 1,000,000 per occurrence (for all claimants arising out of a single accident or occurrence).

The Commercial General Liability and automobile Liability insurance must include County, its officers, employees and agents as Additional Insured's but only with respect to the contractor's activities to be performed under the Subcontract. Cover must be primary and non-contributory with any other insurance and self-insurance.

- v. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the

contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective dates of the continuous “claims made” coverage is not on or before the effective date of the Subcontract, for a minimum of 24 months following the later of:

1. The contractor’s completion of the Grantee’s acceptance of all Services required under the Subcontract; or
2. The expiration of all warranty periods provided under the Subcontract.

Notwithstanding the foregoing 24 month period requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24 month period described above, then the contractor may request and County may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If County approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

vi. **Certificate(s) of Insurance:** Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or the attached endorsement must specify:

1. all entities and individuals who are endorsed on the policy as Additional Insured, and
2. for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

The Grantee shall immediately notify the County of any change in insurance coverage.

j. **Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of the County. Grantee has no right or authority to incur or create any obligation for or legally bind County in anyway. County cannot and will not control the means or manner by which the Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the

appropriate means and manner of performing the Project. Grantee acknowledges and agrees that the Grantee is not an “officer”, “employee”, or “agent” of County, and those are terms used in ORS 30.265, and shall not make representations to third parties to the contrary.

- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of it authorized representative(s), hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Grantee

By:

_____	_____
Authorized Representative Signature	Date

Printed Name and Title

_____	_____
Federal Tax ID	State Tax ID

County

By:

_____	_____
Chair, Scott Hege	Date

_____	_____
Commissioner Rod Runyon	Date

_____	_____
Commissioner Steve Kramer	Date

Approved for Legal Sufficiency:

_____	_____
Kristen Campbell	Date

EXHIBIT A

Project Description and Budget

The Goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 by:

- Reducing prison populations and averting future prison construction;
- Reducing recidivism through evidence-based practices and data-driven research;
- Increasing public-safety through collaboration; and
- Increasing offender accountability.

Employing an 0.2FTE Housing Advocate, emergency services to survivors of domestic violence seeking housing, mileage for the advocate's travel and training to support a disciplinary approach to implementing the Safe & Together Model.

The goals of the Housing Advocate are:

- A) To support survivors of DSV in obtaining safe, stable, affordable housing through one-on-one advocacy and material support such as deposit assistance and/or emergency assistance;
- B) To leverage HAVEN's strong collaborative relationships with local and regional social service organizations, faith communities, landlords, and property managers to increase access to safe, stable, affordable housing for survivors of DSV;

Impact HAVEN's Housing Advocacy Program will:

- A) Secure affordable housing for families who are facing homelessness as a result of DSV;
- B) Increase local and regional collaboration between social service and other organizations for the purpose of increasing access to affordable housing survivors of violence.

The goals of the Safe & Together Model training are:

- A) Increase community partners understanding of client's efforts to provide a safe environment for children and case plan actions that may increase danger for children and families;
- B) Train community partners in methods of compassionate case planning, documentation and batterer accountability;
- C) Provide suggestions for case planning and advocacy strategies that empower survivors and reduce victim blaming;
- D) The Out-Stationed leadership team will review and update procedures and practices for screening and serving clients to assure that procedures and practices correspond with Safe & Together Model.

Impact: Continue to strengthen partnership between DV /SA non-profit and community partners:

- A) Advocate, community partner, and client work together to promote family safety, using the Safe & Together Model.
- B) Resulting in strategies for sustainability

This Agreement funds the HAVEN – Community Based Non-Profit Victims Services

Project Start Date: January 1, 2016
2017

Project End Date: June 30,

Program Contact: Tara Koch
Email: tara@haventhedalles.org
Telephone: 541-298-2065

Fiscal Contact: Tara Koch
Email: tara@haventhedalles.org
Telephone: 541-298-2065

Budget Summary:

Description	Budget
0.2 FTE Housing Advocate	14,144
Taxes and Benefits	4,627
Mileage	690
David Mendel & Associates	5,000
Portland State Technical Assistance	8,000
Emergency Services for Victims' Services	5,953
TOTAL	38,414

Wasco County Board of County Commissioners

Justice Reinvestment Grant Program

511 Washington Street

The Dalles, OR 97058

This agreement is made and entered into by and between **Wasco County**, hereafter referred to as “**County**”, and **Northern Oregon Regional Correctional Facility**, hereinafter referred to as “**Grantee**”. County and Grantee are hereinafter referred to individually without distinction as “**Party**” and collectively as the “**Parties**”.

1. **Effective Date; Availability of Grant Funds.** This Agreement shall become effective on or later of **January 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and Project End Date are provided in Exhibit A.
2. **Agreement Documents.** This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, County shall provide Grantee an amount not to exceed \$76,828.00 (“Grant Funds”) for eligible costs described in Section 6 hereof.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (“Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any to the Project unless such changes are approved by County by amendment pursuant to Section 10.c hereof.

5. **Reports.** Grantee shall submit reports required by this Section.

- a. **Progress Reports.** Grantee shall submit a report quarterly on its progress in meeting each of the agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by County. Each progress report must include data on the extent to which Grantee met the its outcome or performance measures or achieved said criteria. If Grantee has not fully met its outcomes or performance measures or achieved said criteria a detailed explanation for any shortfall. Reports must be received by County no later than the 5th of each January, April, July and October, commencing April 5th, 2016. Grantee must receive prior approval from County to extend the due date of a progress report. County may adjust this reporting schedule on an as needed-basis upon notice to the Grantee as provided in Section 10.f.

6. **Disbursement and Recovery of Grant Funds**

- a. **Disbursement Generally.** County shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee's subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. Not Grant Funds may be used for expense incurred by Grantee prior to the Project Start Date. County will distribute the Grant Funds in quarterly installments, no later than February 15, 2016 and then no later than fourteen days following the receipt of Grantee's quarterly reports received by County.
- b. **Conditions Precedent to Disbursement.** County's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. County has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make the disbursement.
 - ii. The Justice Reinvestment Account ("Account") has received funding, appropriations, limitations, allotments or other expenditure authority

sufficient to allow County, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.

- iii. Grantee is in compliance with the terms of this Agreement.
- iv. Grantee has, to the satisfaction of County and the Local Public Safety Coordinating Council, met its outcome or performance measures (as proposed in its Application and agreed to by County) and achieved the criteria.
- v. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

- c. **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provision of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier termination or expiration of this Agreement ("Unexpended Funds") must be returned to County. Grantee shall return Misexpended Funds to County promptly after County's written demand and no later than 15 days after County's written demand. Grantee shall return all Unexpended Funds to County within 14 days after the earlier of expiration or termination of this agreement.

7. Representation and Warranties of Grantee. Grantee represents and warrants to County as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter and organic documents, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or be

bound or affected. No authorization, consent, license, approval of , filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipalities corporations. Grantee shall ensure that each of its sub-grantees and sub-contractors complies with these requirements, as applicable. County, Wasco County Finance Department, and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, and Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition County, Finance Department and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of County and the Finance Department to perform site reviews of the Project, and to inspect all vehicles, real property,

facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project of a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.
- c. **Expenditure Records.** Grantee shall document the expenditure of all Grant Funds disbursed by County under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the moneys were expended.

9. Termination

- a. **Termination by County.** County may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by County in such written, of:
 - i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement, including but not limited to failure to meet, to the satisfaction of County, any of its outcome or performance measures and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction in prison utilization; or
 - iii. County fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow County, in the exercise of its

reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

- iv. The Justice Reinvestment Account fails to receive funding, appropriations, limitations of other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- v. County has been notified by Oregon Criminal Justice Commission by the Oregon Legislature or otherwise that the funds in the Account will be reduced for the biennium in which this Agreement becomes effective or for any biennium thereafter;
- vi. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vii. The Project would not produce results commensurate with the further expenditure of funds.

b. **Remedies of County.** In the event of termination by County pursuant to Section 9.a.i. or ii above, County may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to County to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including by not limited to the following remedies and actions:

- i. Terminating all further disbursements of Grant Funds.
- ii. Demanding repayment of all or a portion of the Grant money previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.
- iii. Declaring Grantee ineligible to receive future awards from County.

- iv. Applying amounts otherwise due to Grantee from the State of Oregon payment of the amounts due under this Agreement, as provided by Oregon law.
- c. **Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to County, or at such a later date as may be established by Grantee in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond the Grantee's reasonable control; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible **for** funding under this Agreement.

10. General Provisions

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

With respect to a Third Party Claim for which County is jointly liable with Grantee (or would be if joined in the Third Party Claim), County shall contribute to the amount of the expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonable incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the

County on the one hand and the Grantee on the other hand in connection with the events which resulted in such expense, judgments, fines or settlement amounts as well as any other relevant equitable considerations. The relative fault of County on the one hand and Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fine or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if County has sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with County (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of County on the other hand in connections with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The Relative fault of Grantee on the one hand and of County on the other hand shall be determined by references to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Amendments; Budget Changes.** This Agreement may be amended or extended only by written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total Budget amount. The proposed changes to the Budget will be effective without written amendment to this Agreement upon written approval by County delivered to Grantee as provided in 10.f.

- d. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United State of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** County and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be give in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or County Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against County, such facsimile transmission must be confirmed by telephone notice to County Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arise from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County in the State of Oregon. In no event shall this Section be construed as a

waiver by Wasco County or any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment of the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- h. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- i. **Insurance; Types and Amounts**

- i. **Workers Compensation.** All employers, including Grantee, that employ subject works who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.
 - ii. **Professional Liability.** Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the 2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 - iii. **Commercial General Liability.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage's that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage

shall be written on an occurrence form basis, with not less than the following amounts as determined by County.

1. Bodily Injury, Death and Property Damage; 1,000,000 per occurrence (for all claimants arising out of a single accident or occurrence).

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

1. Bodily Injury, Death and Property Damage; 1,000,000 per occurrence (for all claimants arising out of a single accident or occurrence).

The Commercial General Liability and automobile Liability insurance must include County, its officers, employees and agents as Additional Insured’s but only with respect to the contractor’s activities to be performed under the Subcontract. Cover must be primary and non-contributory with any other insurance and self-insurance.

- v. **“Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective dates of the continuous “claims made” coverage is not on or before the effective date of the Subcontract, for a minimum of 24 months following the later of:

1. The contractor’s completion of the Grantee’s acceptance of all Services required under the Subcontract; or
2. The expiration of all warranty periods provided under the Subcontract.

Notwithstanding the foregoing 24 month period requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24 month period described above, then the contractor may request

and County may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If County approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

- vi. **Certificate(s) of Insurance:** Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or the attached endorsement must specify:
 - 1. all entities and individuals who are endorsed on the policy as Additional Insured, and
 - 2. for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

The Grantee shall immediately notify the County of any change in insurance coverage.

- j. **Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of the County. Grantee has no right or authority to incur or create any obligation for or legally bind County in anyway. County cannot and will not control the means or manner by which the Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that the Grantee is not an “officer”, “employee”, or “agent” of County, and those are terms used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforces as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative(s), hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Grantee

By:

_____	_____
Authorized Representative Signature	Date

Printed Name and Title

_____	_____
Federal Tax ID	State Tax ID

County

By:

_____	_____
Chair, Scott Hege	Date

_____	_____
Commissioner Rod Runyon	Date

_____	_____
Commissioner Steve Kramer	Date

Approved for Legal Sufficiency:

_____	_____
Kristen Campbell	Date

EXHIBIT A

Project Description and Budget

The Goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 by:

- Reducing prison populations and averting future prison construction;
- Reducing recidivism through evidence-based practices and data-driven research;
- Increasing public-safety through collaboration; and
- Increasing offender accountability.

The NORCOR Re-Entry Program submitted an application for funding proposing the following:

The three phased approach consists of:

- Initial screening, assessment, and referral to inmate programming (Phase One),
- Program completion, release preparation and planning (PhaseTwo), and
- Release to the community supervision, services and ultimately discharge from supervision (Phase Three).

Phase One – dependent on assessment and classification

Substance Abuse; Living in Balance. SAMSHA endorsed evidence-based treatment program consisting of a 12 session core program (completed within 30 days), 21 aftercare or additional core management sessions (provided to augment the core sessions), and a 10 session co-occurring disorders program (for those who are dually diagnosed, completed with 30 days).

The Criminal Attitudes Program (CAP): A comprehensive evidence-based cognitive-behavioral program, that focuses specifically on criminal attitudes, values, beliefs, and rationalizations.

Anger Management: A 12 session Anger Management system utilized to address offenders self regulation, interpersonal coping and anger expression skills.

Parenting: Inside/Out Dads: A 12 session parenting program for incarcerated fathers. **Active Parenting Today** is a six session parenting program for incarcerated moms.

Job Readiness: Teaches money management, resume writing, interviewing and career enhancement skills.

Phase Two

Phase Two will consist of release planning and release preparation. This includes at a minimum a summary of treatment programs completed, programs still need and a release plan that includes an offenders risk/strengths/needs in the areas of housing employment, positive social support, family reunification, aftercare, education, finances, legal obligations, childcare and transportation needs.

Phase Three

Phase Three will consist of release and supervision services. It involves short-term enrollment and/or referrals for services and also involves long-term stabilization of the offender and the development or establishment of relationships with appropriate community support networks. Offenders will be referred to the re-entry program by their Level Services Inventory Revised LSI-R scores conducted by NOR COR staff. All Medium and High risk offenders will be referred for additional screening, pre-testing and programs as indicated.

Output Measures

NORCOR will keep data on demographics of offenders accessing programming to include participation rates, completion of programming, and recidivism of participants and data as it relates to comparison control groups.

- Target of 60% of medium/high risk offenders who are in custody for a minimum of 30 days will have access to programming

Outcome Measures

- Recidivism Rate
- Positive Case Closures
- Collaboration measures with LPSCC and Community Partners

This Agreement partially funds the NORCOR Jail Re-entry Program:

Project Start Date: January 1, 2016

Project End Date: June 30, 2017

Program Contact: Bryan Brandenburg

Email: bbrandenburg@norcor.co

Telephone: 541-298-1576

Fiscal Contact: Juli Twidwell

Email: Jtwidwell@norcor.co

Telephone: 541-298-1576

Budget Summary:

Program 1: NORCOR Re-Entry

\$76,828

Agenda Item

Regional Food Bank

- [A Vision for a New Food Bank](#)
- [Presentation](#)
- [Talking Points](#)



A Vision for a New Regional Food Bank For Hood River, Wasco and Sherman Counties

November 9, 2105

Oregon Food Bank and MCCAC are launching a community process to develop a new regional food bank to eliminate hunger and its root causes in Hood River, Wasco and Sherman counties.

Approximately 8,000 men, women and children in these three counties face hunger. The need has outgrown MCCAC's food center in The Dalles. We believe MCCAC can best serve these communities going forward by focusing on one of the most critical root causes of hunger, affordable housing.

We envision founding a new regional food bank to address hunger in the following ways:

- **Fresh Foods.** The new food bank will build the relationships and infrastructure to collect the surplus bounty of our orchards and farms and local food companies for distribution to our neighbors facing hunger.
- **Everyone.** The new food bank will honor and serve existing food pantries while also actively seeking expanded and new partnerships and creating new programs to serve both small and large population centers as well as underserved communities such as migrant farm workers, tribes, and seniors.
- **Health.** The new food bank will collaborate deeply with health care to identify food insecurity and develop nutritional interventions.
- **Skill Building.** The new food bank will work with people facing hunger and other community partners to offer resources for education, such as cooking and gardening classes.
- **Voice.** The new food bank will work to amplify the voices of people experiencing hunger, so their experiences can improve social services and public policy.
- **Food Systems.** The new food bank will collaborate deeply with organizations and advocates working to strengthen the local food chain, from farm to fork, throughout these three counties.
- **Best Practices, Local Expertise.** The new food bank will collaborate deeply with the Oregon Food Bank Network to extract the best practices in food banking as well as adapting services to build on the strengths and meet the needs of in these three counties.

Oregon Food Bank will support the existing network of anti-hunger organizations in Hood River, Wasco and Sherman counties during this process to ensure that food assistance is available.



Vision for a New Food Bank

Serving Hood River, Wasco and Sherman Counties

November 30, 2015

A map of Oregon counties, specifically focusing on the area around Hood River, Wasco, and Sherman counties. The map shows various cities and towns, including St. Helens, Hood River, The Dalles, Gilliam, Heppner, Pendleton, Enterprise, La Grande, Condon, and McMinnville. The title "A New Regional Food Bank" is overlaid on the map.

A New Regional Food Bank

Oregon Food Bank and Mid-Columbia Community Action Council (MCCAC) are launching a community process to develop a new food bank serving Hood River, Wasco and Sherman Counties.

A New Vision | Fresh Foods

The new regional food bank will build **relationships** and **infrastructure** to collect surplus **bounty** from orchards, farms and local food companies for distribution to people facing hunger.



A New Vision | Everyone

The new regional food bank will honor and serve existing partner agencies while also actively seeking new and expanded **partnerships**, working to create **new programs** to serve small, large and underserved populations such as migrant farm workers, tribes and seniors.





A New Vision | Health

The new regional food bank will collaborate with **health care** organizations and providers to identify food insecurity and develop nutritional **interventions**.

A New Vision | Skill Building

The new regional food bank will work with people facing hunger and other community partners to offer **educational resources** such as cooking and gardening classes.



A New Vision | Voice

The new regional food bank will work to amplify the **voices** of people affected by hunger so that their experiences can help improve social services and **public policy**.



A New Vision | Food Systems

The new regional food bank will collaborate with organizations and **advocates** working to strengthen the local food chain throughout Hood River, Wasco and Sherman Counties.



A New Vision | Best Practices

The new regional food bank will collaborate with the Oregon Food Bank Network to implement food banking **best practices**, and adapt services to build on the strengths and meet the needs of the region.



A map of Oregon counties is shown in the background. The map highlights several counties in the central and eastern parts of the state, including Hood River, Wasco, Sherman, Gilliam, Morrow, Union, Umatilla, and Wallowa. Major cities like Portland, Salem, McMinnville, Oregon City, The Dalles, Condon, Heppner, La Grande, and Enterprise are also labeled. The title 'Growing Need Spurs Changes' is overlaid on the map.

Growing Need Spurs Changes

- Approximately 8,000 people in Hood River, Wasco and Sherman counties face hunger.
- The need has outgrown Mid-Columbia Community Action Council's capacity.
- A new emphasis on fresh produce requires a different infrastructure to ensure food safety.



A New Focus for MCCAC

- With a new independent regional food bank in place, MCCAC will focus on one of the most critical root causes of hunger: affordable housing.
- MCCAC will shift its focus to critical anti-poverty services such as rent and energy assistance for residents in Hood River, Wasco and Sherman Counties.



Launching a Community Process

Over the next year, Oregon Food Bank's Rural Communities Liaison, Sharon Thornberry, will engage local community members in order to:

- Better understand local resources.
- Refine the vision for a new food bank.
- Identify an organization to manage the new entity.

A map of Oregon showing various counties and cities. Counties labeled include WASH, MULT, CLACKAMAS, WASHCO, UMATILLA, MORROW, GILLIAM, SHERMAN, WALLOWA, and UNION. Cities labeled include St. Helens, Hood River, Moro, Heppner, Pendleton, Enterprise, La Grande, Condon, Oregon City, The Dalles, McMinnville, and Salem. The title 'Current Priorities' is overlaid on the top left of the map.

Current Priorities

- Stabilize existing services
- On-site evaluations
- Hold quarterly meetings
- Plan for inclement weather
- Assess unmet needs
 - Develop new partner agencies or programs that target the need

Pallet Racking & Office Space

Photo: Tillamook County Services

Indoor Cooler & Freezer Pallet Jack Accessible



Photo: CAPECO Food Share in Pendleton



Agency Loading Space

Photo: South Coast Food Share in Coos Bay

Forklift

Photo: CCA Regional Food Bank in
Astoria

The image shows the interior of a large, walk-in cooler or freezer. The walls are made of vertical metal panels. The floor is a light-colored, slightly worn concrete. On the left side, there are several stacks of cardboard boxes. Some boxes are labeled 'WIDNER' and 'BLACK BULL PORTER'. In the center, there is a small stack of boxes, including one labeled 'ChromoSafe'. On the right side, there are more stacks of cardboard boxes, some labeled 'BLACK BULL PORTER'. The overall space is clean and organized, with the boxes neatly stacked. The text 'Cooler & Freezer: space for pallets & produce' is overlaid in the center of the image.

Cooler & Freezer: space for pallets & produce

Photo: Tillamook County Services

Semi Dock Space



Photo: YCAP Regional Food Bank in McMinnville

Mobile & Produce Distributions run by Regional Food Bank



**Photos: Klamath Lake
Counties Food Bank, CCA
Regional Food Bank**

Volunteer Repack: Isolated Space & Food Safe Equipment



Triple Sink & Handwashing Sink For Repack Sanitation



Garden Education



Nutrition Education



Regional D Culling & P



Questions?



Community Process:

Sharon Thornberry

541-609-8903 or 1-800-777-7427

sthornberry@oregonfoodbank.org

Partner Agency Operations:

Adrienne Binder

503-419-4161

abinder@oregonfoodbank.org

Mid-Columbia Community Action Council and Oregon Food Bank
Food Banking for Hood River, Wasco and Sherman Counties
Talking Points

REVISED: November 11, 2015

What changes are happening with food banking in Hood River, Wasco and Sherman Counties?

- As of November 30, Mid-Columbia Community Action Council (MCCAC) will close their food bank in The Dalles.
- Oregon Food Bank (OFB) will supply food directly to food assistance programs in these three counties until a new regional food bank can be established.
- OFB and MCCAC are launching a community process to develop a new regional food bank serving Hood River, Wasco and Sherman Counties.

What is the new regional food bank vision for Hood River, Wasco and Sherman Counties?

- The new regional food bank will provide more food, and particularly fresh produce, to communities throughout the three counties.
- The new regional food bank will focus on health, skill building and community food systems, including collaborative work to strengthen the local food chain.
- The new regional food bank will also actively seek new and expanded partnerships, and create programs for underserved communities such as migrant farm workers, tribes and seniors.

Why does the region need a new food bank?

- Approximately 8,000 people in Hood River, Wasco and Sherman Counties are facing hunger.
- The need has outgrown MCCAC's food center in The Dalles.
- The emphasis on fresh produce requires a different infrastructure. Perishables require a quick turnaround and system changes to ensure food safety.

What will MCCAC do?

- MCCAC will continue exist as a nonprofit to provide critical anti-poverty services such as rent and energy assistance to residents in Hood River, Wasco and Sherman Counties.
- With a new, independent regional food bank, MCCAC will be able to focus on one of the most critical root causes of hunger, affordable housing.

Will this change impact community agencies who rely on MCCAC for food?

- Oregon Food Bank will ensure there is no interruption to the food supply during this process.

What is the community process? What is the timeline?

- The community process includes engaging many community members in determining the existing resources in the community, refining the vision and finding an organization to manage the new regional food bank.
- Anyone interested in participating in this community process should contact Sharon Thornberry (see below).
- We hope to move forward with a new regional food bank with the next year.

Who can I contact for more information?

- Sharon Thornberry at Oregon Food Bank can be reached at 541-609-8903 or 1-800-777-7427.
- MCCAC can be reached at 541-298-5131.

Agenda Item

Office Move

- [No documents have been submitted for this item](#)
 - [Return to Agenda](#)

Agenda Item
State Marijuana Laws Discussion/Update

- [No documents have been submitted for this item](#)
[– Return to Agenda](#)