

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, MAY 4, 2016
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 from three 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. If you require an interpreter, please contact the Commission Office at least 7 days in advance. **Las reuniones son ADA accesibles.** Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

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) [Assigning Supervisory Authority to Sheriff](#), [Scott Edwards Architects Agreement](#), [OYA Lease](#), [VSAC Appointment](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 4.20.2016 Regular Session](#)

9:30 a.m. [Supplemental Budget Hearing](#) – Debbie Smith-Wagar

9:45 a.m. [QLife Budget](#) – Kate Mast

9:55 a.m. [Design, LLC Enterprise Zone Update](#) – Daniel Hunter

10:05 a.m. [Wolf Depredation Compensation Committee](#)

10:20 a.m. [Public Works Contracts](#) – Arthur Smith

10:35 a.m. [Janitorial Services](#) – Fred Davis

10:50 a.m. [Assessment & Taxation IGAs](#) – Jill Amery

11:00 a.m. [BOPTA Report](#) – Jill Amery, Lisa Gambee, David McGaughey

11:10 a.m. [South Wasco Parks and Recreation District Bylaws](#) – Lisa Gambee

LUNCH

1:30 p.m. [Annual Tour of the Northern Oregon Regional Correctional Facility](#)

**NEW / OLD BUSINESS
ADJOURN**

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MAY 4, 2016

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

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

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

Public Comment

Wayne Lease, Washington State resident, said that he is confused as to why the issue of GASB 54 has not been broached regarding the permit fee funds at MCCOG. He said that he does not think the Board is responsible for what has happened but it is accountable. He stated that he has received an email invitation to talk with County Counsel Kristen Campbell about his concerns. He said that non-compliance with GASB 54 is a nationwide problem.

Discussion List – Assigning Supervisory Authority

Ms. White explained that since publishing the Board Packet she had discussed this process with Sheriff Magill and his Office Manager, Brenda Borders. This conversation was followed by a discussion with Ms. Campbell. Everyone agreed that rather than assigning the authority to Sheriff Magill specifically, it makes sense to assign the authority to the Wasco County Sheriff; that way it does not have to re-assigned each time there is a new Sheriff elected/appointed. She said that the

language in the order has been revised to reflect that change.

}}}Commissioner Kramer moved to approve Order 16-036 appointing the Wasco County Sheriff as Wasco County's Supervisory Authority. Commissioner Hege seconded the motion which passed unanimously.}}

Discussion List – Scott Edwards Architects Agreement

Mr. Stone stated that he is prepared to sign the architect's agreement for the Mid-Columbia Center for Living's Mental Health Clinic Community Development Block Grant project. He reported that the agreement has been vetted by both County Counsel and the Infrastructure Finance Authority.

Chair Runyon asked if there have been any significant changes to the original contract. Mr. Stone replied that the scope of work was negotiated and legal language added to bring it into line with standard County contracting agreements. He stated that the time frame has been adjusted and low voltage placement added back into the scope of work.

Commissioner Hege noted that he has reviewed the contract several times – it is a lot of money but the agreement is acceptable. He pointed out that the funding is from Center for Living and the CDBG funds; it is not funded by the County.

Mr. Stone stated that the timeline for completion has been reduced from 12 to 9 months. Commissioner Hege commented that the shortened timeline will reduce costs.

Mr. Stone concluded by saying that the Board has granted him signing authority for the MCCFL project; he brought this forward to keep the Board informed.

Discussion List – Oregon Youth Authority Lease

Mr. Stone explained that this is a lease for the County building located at 606 Court Street which has been leased to the OYA for about 8 years. He went on to say that the lease is on a two-year cycle with a 3% inflator. He added that the OYA has been a good tenant.

}}}Commissioner Hege moved to approve the State of Oregon

Intergovernmental Office Space Lease Agreement for office space located at 606 Court Street, The Dalles, Oregon. Commissioner Kramer seconded the motion which passed unanimously.}}

Discussion List – Veterans Services Advisory Committee Appointment

Chair Runyon noted that there is a vacancy on the VSAC; the Committee has recommended Mr. Vaughn for the appointment.

{{{Commissioner Kramer moved to approve Order 16-037 appointing Charles A. Vaughn to the Wasco County Veterans Services Advisory Committee. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Consent Agenda – 4.20.2016 Minutes

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

Agenda Item – Supplemental Budget Public Hearing

Chair Runyon opened the hearing at 9:20 a.m. explaining the process for the hearing to be a staff report, questions from the Board, and public comment followed by Board deliberations and a vote on the supplemental budget.

Interim Finance Director Debbie Smith-Wagar noted that this is the third major update to the budget this fiscal year. She explained that rather than bringing many smaller items to the Board, she prefers to bring things all at once. She then reviewed the budget updates included in her report.

Mr. Smith-Wagar explained:

- The Sheriff's overtime budget has been exceeded due to the hours spent assisting with the Harney County events. Although she expects that the Sheriff's Department will be reimbursed for their expenditures, the overrun needs to be recognized in the budget.
- The Medical Examiner costs have exceeded the budget; these costs were unknown when the budget was set and therefore had to be estimated. The costs this year will help inform next year's budget for this line item.

- Household Hazardous Waste (HHW), which came to the County this fiscal year, is under budget for cell phone service and over budget for postage.
- The third Design LLC enterprise zone initial payment of \$1.45 million has been received by the County; \$250,000 will go toward community projects, \$600,000 will go to the City of The Dalles and the remainder will go into the County budget.
- The Fort Dalles Museum has reduced paid staff and elected to contract for landscaping services. In addition, utilities have increased due to the decision to keep the Museum open on a reduced schedule through the winter. In order to reflect these changes, \$6,300 will be moved from personnel to materials and services.
- The dispatch center faced staffing challenges due to a retirement and another staff member quitting; this has caused overtime to go up.
- The Commission on Children and Families had a grant carry-over that was not expected. They are spending that money so the funding needs to be appropriated. It will not impact the ending fund balance.

Commissioner Hege asked if the adjustment to HHW will decrease their ending fund balance. Ms. Smith-Wagar replied that it will which means their beginning fund balance will also be reduced; she explained that she does not see it as an issue as they are underspending their budget.

Commissioner Hege asked what impact the changes at the Museum will have on their budget. Ms. Smith-Wagar responded that she expects they will have enough revenue to cover their costs. She went on to say that this supplemental budget puts the County in legal compliance.

Commissioner Hege asked Ms. Smith-Wagar the status of the audit. She answered that a second extension was requested. She stated that at the time of the request the County had a Finance Director candidate who had accepted the position; she expected that with his help they would be able to get the budget completed and she

would have more time to work on the audit. She went on to say that at the last minute that candidate accepted another position and she has had to focus her time on the budget rather than the audit which will further delay completion of the audit. She stated that her business partner will be here on the 18th help and she has been in contact with the State to keep them apprised of the situation. She said that another Finance Director candidate has been extended and accepted an offer; he should be starting on June 18th.

Mr. Lease asked if the budget includes the ending balance numbers from the audit. Ms. Smith-Wagar responded that they do get their beginning fund balance from the previous year's audit; although she is confident that the numbers she is working with are very close, not having a completed audit will make it more challenging.

{{{Commissioner Hege moved to approve Resolution 16-010 appropriating unanticipated resources and transferring contingency in a supplemental budget request. Commissioner Kramer seconded the motion which passed unanimously.}}}

Chair Runyon closed the hearing at 9:31 a.m.

Chair Runyon called a recess at 9:33 a.m.

The session reconvened at 9:44 a.m.

Agenda Item – QLife Budget

City of The Dalles Finance Director Kate Mast stated that the QLife Budget Committee met last week to review the proposed budget and made a single change to the Maupin project budget. She said that the major change to the budget this year was to create the Maupin fund to track the construction and building and keep the operations separate.

Mr. Stone added that some capital initiatives are included in this budget; they are still in the process of vetting those projects. He said that the Maupin project is the single largest project in the budget. He briefly reviewed some of the other projects mentioned in the budget (included in Board packet).

Ms. Mast pointed out that another new item in the Capital Fund is a distribution to a sponsors line item. She stated that QLife has done very well but most of the revenues have been reinvested. She said this is the first year that money's will be given back to the sponsors. She said that the distribution is not certain and will not be considered until the 4th quarter of the next fiscal year.

Mr. Stone added that QLife is a joint City/County entity; the budget will go to the City for approval on May 9th.

Commissioner Hege noted a discrepancy in the Maupin Fund numbers listed on pages 8 and 15; he stated that page 15 had been updated while page 8 had been overlooked and needs to be updated. He explained that it was determined that most of the funds will be expended in the next budget; the hope is to have the project completed by February, 2017. Ms. Mast said that she would correct the number on Page 8.

{{Commissioner Kramer moved to approve the 2016-2017 Quality Life Intergovernmental Agency Fiscal Year Budget as presented. Commissioner Hege seconded the motion.

DISCUSSION

Mr. Lease stated that he does not think they can or should have the distribution to the sponsors; it is contrary to GASB 54. He said that he thinks it should be reviewed with the accountants.

QLife Attorney Keith Mobley responded that he did extensive research on this question and could not find any authority saying that what is being proposed cannot be done. He stated that he also consulted with other counsel who concurred with his conclusion that there is nothing in ORS 190 that would prohibit this action; this can be done.

Chair Runyon pointed out that it was tax dollars that funded this enterprise and nothing has been returned to compensate for the investment that was made; this is an opportunity to return those dollars.

Ms. Mast suggested that because the QLife Board has stated that they will not make a distribution before the fourth quarter, the budget can be approved now with that restriction which will allow time for further exploration. She reported that the auditor actually teaches classes on GASB and is aware of this decision; they have not had an issue with it.

Commissioner Kramer modified his motion to approve the budget pending further research into the sponsor distribution line item. The motion passed unanimously.}}

Agenda Item – Wolf Depredation Compensation Committee

Commissioner Kramer stated that on behalf of the Committee he had applied for grant funding to support non-lethal control of wolves. The funding is to be directed toward the removal of bone piles; the County was approved for \$1,750 – about ¾ of the amount for which they had applied.

Chair Runyon asked if it is a reimbursement grant. Commissioner Kramer replied that the County will receive the money; any unused portion of the grant will be returned to the State on January 1, 2017.

Chair Runyon asked if the County can reapply at that time. Commissioner Kramer replied affirmatively saying that most wolf activity is occurring in Wallowa County which receives 68% of the funding; Wasco County does not yet have any wolf activity. He said that the reason for the application is to let Salem know that we anticipate and are preparing for wolf issues and will need funding in the future.

Commissioner Hege asked about how many livestock that money will cover. Commissioner Kramer explained that the grant money is not intended to reimburse producers for lost livestock; there will be separate funding for that. This grant is for non-lethal measures to reduce wolf depredation, specifically to remove the carcasses of animals that die from other causes and attract wolves. The Committee has determined that it will pay 50¢ per mile for transportation and \$20 for the landfill to dig a hole to bury the carcass; he will address that with the Board through the forms that are on the agenda for approval.

{{{Commissioner Kramer moved to approve the Oregon Department of Agriculture Wolf Compensation & Financial Assistance 2016 Grant Agreement. Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Kramer reported that the Committee developed the forms over a year ago and have recently added the two reimbursement items for the removal of bone piles.

{{{Commissioner Kramer moved to approve the Wasco County Wolf Depredation Compensation Application Forms. Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Kramer said that as a result of articles in The Dalles Chronicle the Committee had convened to not only discuss the grant and changes to the forms but also the removal of one of its members. He stated that this is not why he volunteered to head this Committee – it is a committee intended to deal with the loss of livestock due to wolf depredation; it is not a political platform for opinions regarding wolves. He stated that the member in question has less than two months left in her term and although she did mention the Committee in her article, she did not call anyone out. He reported that he had spoken to other counties with Depredation Compensation Committees and they report they also have dissenting opinions within their committees which is to be expected considering the mandated composition of the committees to represent both livestock producers and wolf conservationists.

Commissioner Kramer reported that the Committee voted 4-2 to recommend to the Board that Ms. Debra Lutje be removed from the Wolf Compensation Depredation Committee.

{{{Commissioner Kramer said that it grieves him to move, on recommendation of the Committee, to have Ms. Lutje removed from the Wasco County Wolf Depredation Compensation Committee. Commissioner Hege seconded the motion to open the discussion.}}}

DISCUSSION

Chair Runyon stated that these committees were set up by the legislature to have differing points of view. He said that the members should have anticipated that those views would be conflicting. He observed that the Committee cannot add or remove members; that is the purview of the Board of Commissioners. He said that he would not vote to remove anyone at this late stage. He observed that we have all exercised poor judgment on occasion; we are all human. He said that he would not be at all in favor of this action.

Commissioner Hege stated that while he found that the letter Ms. Lutje had written to The Chronicle was offensive to ranchers, he did not feel like she made it seem as though she was representing the committee in her comments. He noted that the Committee minutes indicate that the Committee felt as though she should not have mentioned the Committee, but he did not get the sense that she was representing anyone other than herself. He agreed with Chair Runyon that the mandated make-up of the Committee is challenging.

Commissioner Kramer said that as he recalled, the Committee members calling for removal had said that because she used the name of the Committee, she compromised the working relationship of the Committee. He stated that she had been a good committee member and even after the call for her removal had stayed to work on the forms; she has worked toward compensation solutions throughout her time on the Committee. He said this goes on in other counties as well where the approach is to let members have their say.

Commissioner Hege said that when he read the piece, he did not think she was trying to represent the Committee. He said he does understand how the article would upset the livestock producers.

Committee Member Mike Urness said that this program is difficult at best for the farmers and ranchers to adhere to. He said to have someone on the committee with this extreme prejudice makes it difficult for people to participate. He stated that he thinks the Board needs to consider how everyone on the Committee voted.

Ms. Lutje read a statement into the record (attached). She concluded by saying that

this decision transcends the Committee; she said she believes that she is being bullied as is Commissioner Kramer.

Commissioner Hege observed that the County relies on volunteers to step forward and it is not easy to find people who are willing to give their time and talents. He said that like the Forest Collaborative, this Committee is intentionally composed of people who represent opposing views. He said that he appreciates the service of all the members of the Committee and respects their views. He added that he would encourage members to voice their opinions with respect for the opinions and positions of others.

Chair Runyon called for a vote on the motion.

Chair Runyon voted no; Commissioner Kramer voted no; Commissioner Hege voted no. The motion failed.}}

An audience member thanked the Board for upholding the Constitution of the United States.

Agenda Item – Public Works Contracts

County Surveyor Dan Boldt stated that the Oregon Association of County Engineers and Surveyors (OACES) had long been a subcommittee of the Association of Oregon Counties (AOC). While OACES had become its own entity, it remained housed in AOC offices. He said that it was recently discovered that there was never a formal creation of OACES – this IGA is a housekeeping item to correct that oversight.

Chair Runyon asked how long OACES had been in existence. Mr. Boldt replied that he believes it first became a subcommittee of AOC in 1919.

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors. Commissioner Hege seconded the motion which passed unanimously.}}}

County Road Surveyor Brad Cross said that the Surveyor IGA is identical to the one previously approved by the Board except that the interim nature of the position has

changed to an indefinite term. He stated that the arrangement seems to be working well now but has the potential to become cumbersome which would require a review of the agreement. He pointed out that the contract gives both Counties the ability to terminate with 30-days' notice. He concluded by saying that Hood River has discontinued their advertisement for the position.

Mr. Boldt said that if he were to retire, it would be difficult for Mr. Cross to fill the needs of both counties.

Commissioner Hege asked how the rate was determined. Commissioner Kramer stated that he believes Public Works Director Arthur Smith had that conversation with the Interim Finance Director. Commissioner Hege asked if compensation included travel time and expenses.

Mr. Cross replied that he lives in Hood River not far from their surveying office. He reported that he just stays in Hood River and works one day each week and has not had to travel back and forth between counties.

Commissioner Hege asked about the equipment being used and wondered if there is any compensation included for that. Mr. Boldt replied that it is a good point especially if this is a longer-term plan.

Mr. Stone pointed out that the agreement says "time and materials" which should cover the equipment. Mr. Cross added that he does not use the equipment very often. Mr. Stone said that he would verify the rate.

Commissioner Hege said that he likes working cooperatively and thinks the agreement is great.

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco and Hood River County for County Surveyor Services contingent on further exploration of the rate and equipment charges. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Assessment & Taxation Agreements

County Assessor/Tax Collector Jill Amery said that a couple of years ago the County had switched from the State to Lane County for Map Maintenance services. She reported that it has been much more efficient and she is happy with the service; this agreement is a renewal of the existing contract. She reported that prices have gone up a little and we might see about a \$1,500 increase in costs. She added that Lane County is also our provider for other software; they have a phenomenal staff.

}}{Commissioner Hege moved to approve the Intergovernmental Agreement with Lane County for Tax Map Maintenance and Geographic Information Systems. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Amery said that the finances for remapping run through the Public Works budget; the Surveyors and GIS are the experts here. She said that with the remapping that will go on, it will actually change the tax map and so the Assessor's office is helping to finance that work.

GIS Coordinator Tycho Granville said that this work will line up lot lines on the map. He reported that the map lines for the area north of Tygh Valley are off causing it to appear as though structures are in the wrong place – for instance a garage might appear to be in the middle of the street or in an alleyway; this work will line up the aerials with the map lines.

Mr. Boldt explained that the work will require GPS coordinates for the tax lots in question; that will allow them to get the borders of each to be correlated perfectly to the face of the earth. When the cartographers draw, it will be within a precise framework. He stated that the work will take about 5 years; with expected funding we will be able to hire staff to gather the GPS coordinates.

Commissioner Hege asked about the \$50,000 cost. Ms. Amery noted that it is up to \$50,000 and may not be entirely used. She went on to say that this is for this portion of the project. Mr. Boldt said that there will be five phases and each will cost in the neighborhood of \$50,000. He stated that phases will begin to overlap; as data becomes available from one phase, the next phase will be able to begin before the

previous phase is completed.

Commissioner Hege commented that it is a great project. Chair Runyon agreed saying that it will benefit the County, the Soil and Water Conservation District and the real estate community.

{{{Commissioner Kramer moved to approve the Intergovernmental agreement with Lane County for Tax Map Remapping Work. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Janitorial Services

Facilities Manager Fred Davis said that the County has reached a point in time when some decisions need to be made regarding janitorial services. He said that for the last 18 years the County has had at least one janitorial employee; before that much of the janitorial tasks were done by trustees from the jail which was housed in the Courthouse. He said that later the trustees work was reinforced by a janitorial contract until it was decided to create a County Janitor position.

Mr. Davis went on to say that when one of the janitors notified the County that he would be retiring, we began to look for a replacement. He reported that only four applications were received with only one of those a good candidate; that candidate accepted a position elsewhere. He stated that because of the low response, he and Mr. Stone discussed the possibility of seeking a contractor to take care of our janitorial needs. The time seemed to be right and he began contacting vendors to solicit quotes.

Mr. Davis explained that he had contacted three vendors leaving phone messages for each; since janitorial contractors work at night and sleep during the day, it is typical for them to conduct business through messages. He stated that in his messages he explained his purpose and asked that they return his call as soon as possible; only one of the three responded – CleanNet USA – and scheduled a time to meet and discuss options.

Mr. Davis continued, saying that he had provided CleanNet with detailed information and conducted a tour of the facilities with them after which they developed and estimate for each location. He reported that the annual savings would be

approximately \$10,000; considering the anticipated increases in PERS costs and future salary step increases, more savings will be realized in the future.

Mr. Davis noted that taking this path will mean laying off the remaining janitor who will then be eligible for unemployment benefits. He stated that the contracts are for 3-year terms with no escalation; the County will provide paper products, hand soap and trash bags – CleanNet will supply cleaning products that meet all state and federal environmental regulations. They will also use their own cleaning equipment which will save the County in maintenance costs and reporting information.

Mr. Davis concluded by saying that he was able to contact a 10-year customer of CleanNet and asked six questions about their satisfaction with various aspects of the vendor's work. He stated that the customer is a large business with locations throughout the northwest, one of which is local. He reported that the customer gave CleanNet a total of 29 out of 30 possible points.

Mr. Stone noted that there will be savings other than the direct monetary savings such as freeing Mr. Davis' time. Mr. Davis agreed saying that it will ease his efforts for general supervision and the need to cover absenteeism with more skilled staff. In addition, he noted that the performance level set by the organization's model dictates speed and efficiency. He said that he still expects to review their work and contact departments to gauge satisfaction.

Mr. Stone noted that over the past year we have had significant challenges covering janitorial absenteeism; our groundskeeper has spent a lot of time off grounds. Mr. Davis pointed out that the contractor engages substitutes to cover vacations and illnesses. He said that he has had to pay more skilled staff to cover those absences which increases the real costs of janitorial work and decreases productivity. He added that the contractor also offers special services such as carpet cleaning and floor resurfacing. He explained that those are services the County already contracts out; since CleanNet employees will already be authorized to be in the various spaces, he will not have to be on site for those projects which are usually after hours events.

Chair Runyon asked how daytime issues will be handled. Mr. Davis replied that they will continue to be handled by day staff; he has never called in the janitors for those incidents.

Chair Runyon asked why there are five separate contracts. Mr. Davis responded that it allows him the flexibility to modify the work being done in one building without impacting all the other spaces. Chair Runyon asked if there is a probationary clause. Mr. Davis answered that either party can terminate with a 30-day notice.

Commissioner Hege noted that there will be unemployment costs. Mr. Davis confirmed saying that he and Human Resources Manager Paula Brunt had met yesterday afternoon with the remaining janitor to apprise him of the possibility of layoff and fully explain his options – were the Board to approve, he would have nearly a full month notice and would get cashed out for his unused vacation time.

{{{Commissioner Kramer moved to approve the CleanNet of the Northwest Personal Services Contract for 202 East 5th Street. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the CleanNet of the Northwest Personal Services Contract for 419 E. 7th Street. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the CleanNet of the Northwest Personal Services Contract for 511 Washington Street. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the CleanNet of the Northwest Personal Services Contract for 610 Court Street. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the CleanNet of the Northwest Personal Services Contract for 2705 E. 2nd Street. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon said that during the first months of this contract he hopes that Mr. Davis will do a lot of supervision and checking to make sure it is going well. Mr. Davis replied that he plans to and will start that process by having Ed Hogan, recently retired janitor, come back to take CleanNet staff through the spaces and

explain what has been done previously.

Agenda Item – Enterprise Zone Update

Enterprise Zone Manager Daniel Hunter said that he is here to report on the third Google (Design LLC) enterprise zone. He stated that this involves an agreement with the City of The Dalles, Wasco County and Design LLC; the County has received \$1.45 million in an initial payment of enterprise zone fees - \$250,000 goes to community impact projects to be determined jointly by the City and County, The city is requesting transfer of their remaining \$600,000.

Mr. Stone said that he wants to make sure the Board is aware of and supports the distribution; the City and County will each determine how their funds will be used.

Mr. Hunter reported that the City does not have a dedicated enterprise zone line item – it has historically gone into the general fund. He said that if the City does not dedicate the funds to a specific project by July 1st, the funds will roll into the beginning fund balance. He stated that there is an ongoing discussion around that and he suspects there will be a dedicated line item created for the funds.

Mr. Stone said that for the County the fees go into a special fund; in the past the County has used those dollars for things like the Discovery Center bond and staffing in Planning which he would support continuing for the massive codes update project. He pointed out that although Mr. Hunter is a City employee, he manages the enterprise zones for both the City and the County. Mr. Hunter noted that there are currently 11 active enterprise zones.

}}}Commissioner Hege moved to concur with the City of The Dalles for distribution of the initial enterprise zone fee for the third Google enterprise zone. Commissioner Kramer seconded the motion which passed unanimously.}}

Chair Runyon said that he would like to have a report on all eleven enterprise zones. Mr. Hunter replied that he would work with Ms. White to get on the schedule for a full report.

Agenda Item – Board of Property Tax Appeals (BOPTA) Update

Chief Deputy Clerk David McGaughey stated that statute requires the convening of BOPTA meetings, an adjournment of those meetings followed by a report in the Commissioners Journal. He reported that BOPTA convened on February 1st and met on February 23rd and 25th as well as March 14th at which time they adjourned. There were 20 petitioners; 3 petitioners accepted stipulated judgments while the remaining 17 were adjudicated. He reported that the hearings went well.

Chair Runyon asked if there were any differences in how the process was run this year. County Clerk Lisa Gambee replied that they provided additional educational materials ahead of the process and tried to help petitioners understand what they could and could not expect of the process. She said that Mr. McGaughey had already thought of ways to improve the process and many of those ideas were implemented. She said that the County can seem intimidating to citizens and the team wanted to make sure petitioners felt at ease; the team did its best to be sensitive to listening and allowing citizens to talk and explain their position. She said that traditionally cases have been limited to 20 minutes but they let them go longer whenever appropriate. She observed that although they may not always have gotten what they wanted, petitioners felt heard.

Ms. Amery pointed out that it is not the County that makes the decision, it is a Board of appointed and trained citizens. She said that we currently have five members plus one Commissioner and are trying to recruit more. She said David has done a great job working with the petitioners. She stated that her office has asked petitioners to come to them for a full review to try to come to a stipulated agreement before the appeal goes to BOPTA.

Ms. Amery went on to say that as the conversion process continues, the way properties are valued and calculated can change; that prompts a lot of questions and she expects the number of appeals will continue to be higher than average as the work goes forward. She said that it is an additional reason to increase the number of citizens serving on BOPTA so that they are not burdened by the number of hearings. She commented that one applicant who had appealed last year and this year stated that this year's process was a big improvement over last year – they commented on how much more customer-friendly the experience is now.

Chair Runyon stated that he has heard many comments on the improvement in customer service at the County.

Commissioner Hege pointed out that the citizens serving on BOPTA have a full day of training every two years; the work is intense and you need a certain level of experience to do the work. He said he very much appreciates the people who participate.

Agenda Item – South Wasco Park and Recreation District (SWPRD) Bylaws

Ms. Gambee introduced Dennis Ross of Maupin – former Maupin Mayor and current member of the SWPRD Advisory Committee; he will also be on the South Wasco Alliance Board beginning in July. Ms. Gambee said that the SWPRD Advisory Committee was bringing forward bylaws for the Board's approval as well as a letter of appreciation for the Board's support. Mr. Ross read the letter (attached).

Ms. Gambee stated that the bylaws were developed by the Committee with input from counsel and the County Administrator. She explained that when a governing body for the District is elected, their first order of business will be to review and adapt all the actions taken by the Committee. She explained that the bylaws are needed now in order to purchase insurance; they will also support grant applications. She reported that the District has already opened a bank account; publicly noticed meetings will be held on the first Tuesday of each month. She added that Ms. Smith-Wagar has confirmed that due to the timing of the District formation, they will not be subject to a formal budget process this year.

Chair Runyon observed that members of the committee are all busy people and may not always be available to physically attend meetings. He pointed out that the bylaws do not address the possibility of attending meetings by phone or a computer connection such as Skype.

Mr. Stone suggested that they could change that one sentence on the quorum to include electronic attendance. County Counsel Kristen Campbell said she did not see any issues with adding that language.

Commissioner Hege asked to confirm that post-election, the Board of County Commissioners will come off of these documents to be replaced by the District

Board. Ms. Gambee replied affirmatively saying that it will be an order signed by the newly elected District Board adopting the actions of the Committee.

}}}Commissioner Kramer moved to approve the Bylaws of the South Wasco Park and Recreation District with the addition of language that would allow members to participate electronically in meetings. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon recessed the meeting at 11:50 a.m.

The Board reconvened at 1:30 p.m. for an inspection tour of the Northern Oregon Correctional Facility.

Chair Runyon adjourned the session at 3:30 p.m.

Summary of Actions

Motions Passed

- To approve Order 16-036 appointing the Wasco County Sheriff as Wasco County's Supervisory Authority.
- To approve the State of Oregon Intergovernmental Office Space Lease Agreement for office space located at 606 Court Street, The Dalles, Oregon.
- To approve Order 16-037 appointing Charles A. Vaughn to the Wasco County Veterans Services Advisory Committee.
- To approve the Consent Agenda – 4.20.2016 Regular Session Minutes.
- To approve Resolution 16-010 appropriating unanticipated resources and transferring contingency in a supplemental budget request.
- To approve the 2016-2017 Quality Life Intergovernmental Agency Fiscal Year Budget pending further research into the sponsor distribution line item.
- To approve the Oregon Department of Agriculture Wolf Compensation & Financial Assistance 2016 Grant Agreement.
- To approve the Wasco County Wolf Depredation Compensation Application Forms.
- To approve the Intergovernmental Agreement Creating the Oregon

- Association of County Engineers and Surveyors.
- To approve the Intergovernmental Agreement between Wasco and Hood River County for County Surveyor Services contingent on further exploration of the rate and equipment charges.
 - To approve the Intergovernmental Agreement with Lane County for Tax Map Maintenance and Geographic Information Systems.
 - To approve the Intergovernmental agreement with Lane County for Tax Map Remapping Work.
 - To approve the CleanNet of the Northwest Personal Services Contract for 202 East 5th Street.
 - To approve the CleanNet of the Northwest Personal Services Contract for 419 E. 7th Street.
 - To approve the CleanNet of the Northwest Personal Services Contract for 511 Washington Street.
 - To approve the CleanNet of the Northwest Personal Services Contract for 610 Court Street.
 - To approve the CleanNet of the Northwest Personal Services Contract for 2705 E. 2nd Street.
 - To concur with the City of The Dalles for distribution of the initial enterprise zone fee for the third Google enterprise zone.
 - To approve the Bylaws of the South Wasco Park and Recreation District with the addition of language that would allow members to participate electronically in meetings.

WASCO COUNTY BOARD
OF COMMISSIONERS

Absent

Rod Runyon, Commission Chair

[Signature]

Scott Hege, County Commissioner

[Signature]

Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MAY 4, 2016**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Assigning Supervisory Authority to Sheriff](#) – Kathy White
2. [Scott Edwards Architects Agreement](#) – Tyler Stone
3. [OYA Lease](#) – Tyler Stone
4. [VSAC Appointment](#) – Kathy White

Discussion Item
Assigning Supervisory Authority to Sheriff

- [Staff Memo](#)
- [Order 16-036 Assigning Supervisory Authority to Sheriff](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: ASSIGNING SUPERVISORY AUTHORITY
DATE: 4/28/2016

BACKGROUND INFORMATION

ORS 423.478 requires counties, in partnership with the Department of Corrections, to assume responsibility for community-based supervision, sanctions and services for offender. The authority has been assigned to Sheriff Eiesland who recently retired. This order transfers that authority to Sheriff Lane Magill whose appointment to the office of Sheriff became effective May 1, 2016.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT)
OF SHERIFF LANE MAGILL AS WASCO) ORDER
COUNTY'S SUPERVISORY AUTHORITY) #16-036

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

IT APPEARING TO THE BOARD: That due to the requirements of state law, Wasco County is required to appoint an individual as Supervisory Authority for Wasco County Jail Inmates and Wasco County Parole and Probation Clients; and

IT FURHTER APPEARING TO THE BOARD: That a vacancy exists due to the retirement of Sheriff Rick Eiesland, effective April 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Sheriff Lane Magill is willing and is qualified to be appointed to serve as Wasco County's Supervisory Authority.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Sheriff Lane Magill be and is hereby appointed as Wasco County's Supervisory Authority to

Wasco County Jail Inmates and Wasco County Parole and Probation Clients; said appointment shall become effective May 1, 2016.

DATED this 4th Day of May, 2016.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

Discussion Item
Architect Agreement

- [Staff Memo](#)
- [Scott Edwards Architect Agreement](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: MCCFL ARCHITECT AGREEMENT
DATE: 4/28/2016

BACKGROUND INFORMATION

At the 2.17.2016 Session, the Board approved and exemption from the competitive selection process for Scott Edwards Architecture based on Section 25 of the Wasco County Local Contracting Rules:

25. Wasco County Special Exemptions

A local contract review board is authorized to exempt certain public contracts or classes of contracts from the competitive selection process but in doing so, must approve findings of fact.

The findings to be approved in order to grant such exemptions include:

(1) That it is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and

(2) The awarding of public improvement contracts under the exemption will result in substantial cost savings to the contracting agency or the public. In making the finding, the local contract review board may consider the type, cost and amount of the contract, the number of persons available to bid and other such factors as may be deemed important.

(3) Additional information used to justify the contracting agency's conclusion includes:

- (a) Operational, budget and financial data;
- (b) Public benefits;
- (c) Value engineering;
- (d) Specialized expertise required;
- (e) Public safety;
- (f) Market conditions;
- (g) Technical complexity; and

(h) Funding sources.

The purpose of the findings and conclusions included herein is to update Wasco County's existing rules to reflect the current business environment and the specific needs of the county departments, while recognizing the value of open and fair competition.

Except where otherwise provided, the contracting agency utilizing an exemption shall make a record of the method of award.

Adoption of these exemptions herein is supported by the listed *Findings* for public contract exemptions, included with each listed exemption and those applicable sections of ORS 279 chapters A, B and C.

MCCFL had been working with Scott Edwards on this project for quite some time; Scott Edwards had already done design and modeling for the project. In addition, Scott Edwards was the architect for the One Community Health Clinic which is adjacent to the proposed Mental Health Clinic site and therefore developed a level of expertise regarding the issues and challenges unique to that property. The time invested by MCCFL staff and the work already done by Scott Edwards would have to be duplicated if another firm is engaged.

For those reasons the Board found that Scott Edwards has specialized expertise and contracting with Scott Edwards will result in substantial costs savings to the public. The Board approved Mr. Stone entering into negotiations with Scott Edwards. Those negotiations have concluded and the resulting agreement is in your packet for review to keep you apprised of on the project.

SCOTT EDWARDS ARCHITECTURE

CONSULTING SERVICES CONTRACT

This Contract is by and between County of Wasco (“*County*”) and Scott Edwards Architecture, LLP (“*Consultant*”) for the performance of professional design services associated with the building and parking area located at 1040 Webber Street, The Dalles, Oregon (*Project*).

A. RECITALS

County has the need for the services of a person or entity with particular training ability, knowledge and experience as possessed by Consultant. County has determined that Consultant is qualified and capable of performing the professional services as County requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A	Consultant’s Scope of Services
Exhibit B	Minority, Women and Emerging Small Business Activity Report
Exhibit C	Section 3 report form 60002

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than August 31, 2017, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Source of Funds

Work under this contract will be funded in part with federal grant funds from the Oregon Community Development Block Grant program.

3. Scope of Work

Consultant shall provide all services and deliver all materials as specified in the attached Exhibit(s). All services and materials shall be provided by Consultant in accordance with the Exhibit(s) in a competent and professional manner.

4. Compensation

4.1 Payment. Consultant shall complete its scope of work as defined above and in the attached exhibit(s) for not to exceed \$362,000.00. \$354,500.00 is the base fee for professional design services and \$7,500.00 is expenses costs.

4.2 Payments.

- a. County will review Consultant's invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, County shall pay the invoice amount in full within thirty (30) days of invoice date.

- c. Notwithstanding any other provision of this Contract, in the event that Consultant fails to submit any required plans, drawings or specifications when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until Consultant submits required plans, drawings or specifications, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of Consultant.

5. Consultant Is an Independent Contractor

Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While County reserves the right to set the schedule and evaluate the quality of Consultant's completed work, County cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing work. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under the Contract and will not have any amounts withheld by County to cover Consultant's tax obligations. Consultant is not eligible for any County fringe benefit plans.

6. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

County: Tyler Stone, Administrative Officer

Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058
Phone: 541-506-2552

Consultant: Lisa McClellan, Principal
Scott Edwards Architecture, LLP
2525 East Burnside St.
Portland OR 97214
Phone: 503-226-3617

7. Indemnification

Consultant shall indemnify and hold County and its representatives, officers, directors, and employees harmless from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Consultant's negligent performance of Consultant, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence of County and Consultant, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Upon determination of fault rendered by an arbitration panel or court of competent jurisdiction on any claims covered under this section, Consultant shall reimburse County's defense costs to the degree of negligence or other fault attributed to Consultant.

8. Insurance Requirements

8.1 During the term of this Contract, Consultant shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage:

\$2,000,000 – each occurrence (bodily injury)

\$2,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.

- c. Professional Liability insurance covering Consultant's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$1,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be maintained for the 2 year period upon completion of the Contract and specifically include "tail" coverage for any "claims made" policy.
 - d. Automobile liability insurance coverage (owned, not owned, and hired) for bodily injury and property damages: \$1,000,000 each accident.
- 8.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.
- 8.3 Policies shall provide that County, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages. Note: Not applicable to Errors and Omissions insurance coverage.
- 8.4 All coverages under Section 8.1 shall be primary over any insurance County may carry on its own.
- 8.5 Consultant shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract. County shall be responsible for property damage cause by County negligence.
- 8.6 All policies of insurance shall be issued by good, responsible companies, with a minimum A.M. Best's Rating Services of not less than A-7 and that are qualified to do business in the state of Oregon.
- 8.7 Consultant shall furnish County with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by County, Consultant shall furnish County with executed copies of such policies of insurance. Consultant shall furnish County with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

9. Workers' Compensation

- 9.1 Consultant, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law

and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

9.2 Consultant warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Consultant shall indemnify County for any liability incurred by County as a result of Consultant's breach of the warranty under this paragraph.

10. Hours of Employment

Consultant shall comply with all applicable state and federal laws regarding employment.

11. Assignment/Subcontracting

Consultant shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without County's written consent. In addition to any other provisions County may require, Consultant shall include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Consultant. County's consent to any subcontract under this Contract shall not relieve Consultant of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Consultant shall be solely responsible for any and all obligations owing to the subcontractors.

12. Labor and Material

Consultant shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to County other than the compensation provided in this Contract.

13. Ownership of Work and Documents

All work performed by Consultant and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Consultant, and it is agreed by the parties that such documents are works made for hire. Consultant hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents, with the exception that, notwithstanding the foregoing or any other applicable provision, Architect maintains and reserves all rights, including without limitation copyright, on its behalf and on behalf of its consultants, to all of their respective standard details, standard specifications, standard

configurations, standard features, functional elements, material combinations and selections, work products owned by third parties, and those constituent parts of the design that are not unique to any Project. However, in the event County reuses or modifies any materials furnished to County by Consultant, without Consultant's involvement or consent, then Consultant shall not be responsible for the materials.

If intellectual property rights in the work performed by Consultant are Consultant Intellectual Property, Consultant hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Consultant Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Consultant to transfer and deliver all partially completed work performed by Consultant, reports or documentation that the Consultant has specifically developed or specifically acquired for the performance of this Contract.

14. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, County may terminate all or part of this Contract upon determining that termination is in the best interest of County by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Consultant. Upon termination under this paragraph, Consultant shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Consultant. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Consultant. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

15. Termination for Cause

County may terminate this Contract effective upon delivery of written notice to Consultant, or at such later date as may be established by County, under any of the following conditions:

- 15.1 If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 15.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 15.3 If any license or certificate required by law or regulation to be held by Consultant

to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

16. Termination for Default

Either County or Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Consultant fails to perform in the manner called for in this Contract or if Consultant fails to comply with any other provisions of the Contract, County may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Consultant setting forth the manner in which Consultant is in default. Consultant shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

17. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 17.1 If terminated under paragraph 16 by County due to a breach by Consultant, County may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Consultant shall pay to County the amount of the reasonable excess.
- 17.2 In addition to the above remedies for a breach by Consultant, County also shall be entitled to any other equitable and legal remedies that are available.
- 17.3 If County breaches this Contract, Consultant's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Consultant is entitled.
- 17.4 County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 17.5 Upon receiving a notice of termination, and except as otherwise directed in writing by County, Consultant shall immediately cease all activities related to the services and work under this Contract. As directed by County, Consultant shall, upon termination, deliver to County all then existing work product that, if the Contract had been completed, would be required to be delivered to County.

18. Nondiscrimination

During the term of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

19. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

20. Minority, Women and Emerging Small Business

Before the final payment to Consultant is made, Consultant shall submit the “Minority, Women and Emerging Small Business Activity Report” attached as Exhibit B.

21. Economic Opportunities for Low- and Very Low-Income Persons

21.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

21.2 The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

21.3 Consultant agrees to send to each labor organization or representative of workers with which Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of Consultant’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum

number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 21.4 Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Consultant will not subcontract with any subcontractor where Consultant has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- 21.5 Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Consultant's obligations under 24 CFR part 135.
- 21.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 21.7 Consultant shall complete the required Section 3 report form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the County with the final pay request for the project, attached as Exhibit C.

22. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Consultant certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Consultant)

Title / Firm

Date

23. Debt Limitation and Non-Appropriation

This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Wasco County Board of County Commissioners.

24. Compliance with Laws and Regulations

Consultant shall comply with all federal, state, and local laws applicable to the Work under this Contract, including the Americans with Disabilities Act, and all regulations and administrative rules established pursuant to those laws. Consultant further agrees to make payments promptly when due, to all persons supplying to such Consultant labor or materials for the performance of the Services to be provided under this Contract; not permit any lien or claim to be filed or prosecuted against Owner on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

25. Standard of Care

25.1 Consultant shall perform all services in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.

25.2 Performance Requirements. In addition to performing all services in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, Consultant shall perform the Services in accordance with the following requirements:

25.2.1 All plans, drawings, specifications, and other documents prepared by Consultant shall accurately reflect, incorporate and comply with all applicable statutes, rules, regulations, ordinances and other laws which are applicable to the design and construction of the Project, (except as to any deficiencies which are due to causes beyond the control of Consultant);

25.2.2 The Project, if constructed in accordance with the intent established by such plans, drawings, specifications, and other documents, shall be structurally sound.

25.2.3 The Consultant shall be responsible for any negligent inconsistencies or omissions in the plans, drawings, specifications, and other documents. While Consultant cannot guarantee that the various documents required under this Contract are completely free of all minor human errors and omissions, it shall be the responsibility of Consultant throughout the period of performance under this Contract to use due care and perform with professional competence. Consultant will, at no additional cost to County, correct any and all errors and omissions in the plans, drawings, specifications, and other documents prepared by Consultant. Consultant further agrees to render assistance to County in resolving other problems relating to the design of, or specified materials used in, the Project; and

25.2.4 The County's review or acceptance of documents, or authorization to

continue to the next phase of design, bidding process participation, or construction administration, shall not be deemed as approval of the adequacy of the plans, drawings, specifications, or other documents. Any review or acceptance by the County will not relieve Consultant of any responsibility for complying with the standard of care set forth herein. The Consultant is responsible for all services to be performed under this Contract, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the services.

26. Representations and Warranties

Consultant represents and warrants to County that (1) Consultant has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, and (3) Consultant shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent. The representations and warranties set forth in this Contract are in addition to, and not in lieu of, any other representations or warranties provided.

27. Access to Records

For not less than six (6) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Consultant's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

28. Governing Law; Jurisdiction; Venue

This Contract 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 County and Consultant that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

29. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for

attorney fees and court costs, including attorney fees and costs on appeal.

30. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

31. Limitation of Liabilities

County shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

32. Foreign Contractor

If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

33. Confidentiality

Consultant shall maintain the confidentiality of any of County's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar agreements from County's and/or Consultant's sub-consultants to maintain the confidentiality of information of County.

34. Force Majeure

Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

35. Waivers

No waiver by County of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Consultant of the same or any other provision. County's consent to or approval of any act by Consultant requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant, whether or not similar to the act so consented to or approved.

36. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

37. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

38. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

39. Amendments

Changes to the Contract shall be made only by written Amendment. No change in the work or any extra work shall be performed prior to execution of an Amendment by County, signed by the Consultant and County authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date. The price included on any Amendment shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Amendment shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Amendment shall contain a maximum not to exceed amount.

40. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

41. Certificate of Compliance with Oregon Tax laws

By executing this Contract, Consultant certifies under penalty of perjury that Consultant is, to the best of Consultant's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

COUNTY:

WASCO COUNTY

CONSULTANT:

SCOTT EDWARDS ARCHITECTURE, LLP

By: _____
Tyler Stone, Administrative Officer

By: _____
Lisa McClellan, Principal

Date: _____, 2016.

Date: _____, 2016.

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel



EXHIBIT A: SCOPE OF WORK

April 27, 2016

Tyler Stone, Administrative Officer
Wasco County Oregon
511 Washington Street
The Dalles, OR 97058

Mid-Columbia Center for Living: New Facility, The Dalles, Oregon

I. Understanding of the Project

- a. Development of a new 2 story, approximately 20,300 sq ft behavioral health center and associated site work.
- b. The proposed site is an approximately 50,060 sq ft undeveloped lot immediately adjacent to the One Community Health facility, and described as Parcel 4. The site is accessible through a shared drive off Webber Street.
- c. The proposal is based on the program developed by SEA and MCCFL dated 8.27.2015 as well as the Schematic Design site plan, floor plans and elevations submitted for the Community Development Block Grant application.
- d. Services to be provided in this proposal include full architectural, civil, landscape, structural, mechanical, plumbing and electrical design and engineering as well as cost estimating as outlined in Section II below.
- e. The general contractor will be selected through a public bid process.

II. Scope of Services

- a. **Research/Programming/Concept Design (completed)**
- b. **Schematic Design (completed)**
- d. **Design Development**
 - i. Based on the approved Schematic Design, develop design and engineering documents including:
 - o Site plan, landscape plan and preliminary grading, stormwater and utility plan.
 - o Further refine floor plans, site plan and exterior elevations. Develop reflected ceiling plans, interior elevations and building sections. Include furniture, modular desk and equipment layout for all rooms.
 - o Provide design options for interior finishes, materials and colors. Review with Owner and finalize selections in a finish schedule, legend and specifications.
 - o Provide update to 3D modeling.
 - o Selection of structural system and mechanical, electrical and plumbing building (MEP) systems.
 - o Discuss low voltage systems needs for the building with Owner and coordinate space requirements.

- Provide outline specifications.
- ii. Discuss desired goals for implementing sustainable 'green' design strategies for the project.
- iii. Review design development documents with Owner and receive approval before proceeding to next phase.
- iv. Provide 100% Design Development documents to the cost estimator for budget estimate. (Assume a 3 week turnaround.)

e. Construction Documents

- i. Based on the approved design development documents, provide design, technical detailing and drafting for contract /permit documents including:
 - Full architectural drawings, including code analysis, fire and life safety.
 - Full civil, landscape, structural, mechanical, electrical, plumbing (MEP) engineering and design.
 - Building low voltage systems design: data/telecommunication, building security systems and cable television distribution systems scope to include:
 - Verification of available site incoming services and providers
 - Site raceway systems: underground conduit, vaults/pedestal locations, service provider meet-me points and demarcation locations shown in plans
 - Location of devices in plans
 - Location of raceways, cable trays, vertical sleeves in plans
 - Communication room layout/sizing
 - Performance specifications
 - Fire Alarm & Fire Sprinkler performance specifications.
 - Project Specifications.
- ii. Review 100% DD estimate with Owner and revise design to align with budget if necessary.
- iii. Provide 65% Construction Documents to the cost estimator for updated budget estimate. (Assume a 3 week turnaround.) Review estimate with Owner and revise design to align with budget if necessary.

f. Permit & Bidding

- i. Submit Site Plan Review application and documents to the City of The Dalles for review and approval prior to general building permit application.
- ii. Submit application and documents to the City of The Dalles for general building permit. Respond to plan check comments and revise documents as necessary to obtain permit.
- iii. Assist with bidding the project by:
 - Issuing construction documents for public bid.
 - Coordination with Wasco Co regarding compliance with Block Grant criteria.
 - Establishing list of potential bidders.
 - Attending pre-bid project walk through.
 - Responding to bid questions via addenda.
 - Reviewing substitution requests.
 - Attending bid opening, assist in review of bids and make recommendation of award of contract.

g. Construction Administration

- i. On site construction observation meetings on a bi-monthly basis to review construction progress and conformance of work with the construction documents.

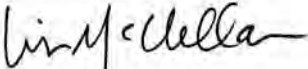
Assume 9 month construction schedule.

- ii. Review of shop drawings and submittals.
- iii. Response to field question from the General Contractor.
- iv. Conduct final walk through and prepare punch list.

III. Exclusions

- i. Land and geotechnical surveys. (Already provided by Owner)
- ii. Environmental studies. (Owner is working on an update of the previous study.)
- iii. Green building program certification.
- iv. Photovoltaic design (solar power). green roof
- v. Data, telecommunication and audio/visual design beyond scope in Section II.
- vi. Building security & access design beyond scope in Section II.
- vii. Assistance with selecting fixtures, furniture and equipment.

Sincerely
SCOTT / EDWARDS ARCHITECTURE, LLP



Lisa McClellan, AIA

Exhibit 5B (2013) – Minority, Women and Emerging Small Business Activity Report

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency								2. Location (City, State, ZIP Code)						
3a. Name of Contact Person					3b. Phone Number (Including Area Code)			6. Date Submitted						
See Explanation of Codes below										7j.				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code	

7c: Type of Trade Codes:

- 1 = New Construction
- 2 = Substantial Rehab.
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg. Appraisal
- 0 = Other

7d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Discussion Item
Oregon Youth Authority Lease

- [Staff Memo](#)
- [Request to Renew Lease](#)
- [2016-2018 OYA Lease](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: OREGON YOUTH AUTHORITY LEASE
DATE: 4/28/2016

BACKGROUND INFORMATION

This lease has been in place since 2004 with renewals occurring each biennium. The original terms of the lease were for a base rent of \$825.60 based on 80¢ per square foot on the 1,032 foot space located at 606 Court Street.

Increases have occurred as follows:

2007	\$ 856.56
2008	\$ 877.97
2010	\$ 931.44
2011	\$ 959.38
2012	\$ 988.16
2013	\$1,017.80
2014	\$1,048.33
2015	\$1,079.78
2016	\$1,112.17 (proposed)
2017	\$1,145.54 (proposed)



Oregon

Kate Brown, Governor

Department of Administrative Services

Facilities Division
1225 Ferry Street SE U100
Salem, OR 97301-4281
PHONE: 503-378-6751
FAX: 503-373-7210

March 3, 2016

Wasco County
511 Washington Street, Suite #101
The Dalles, Oregon 97058
Attn: Tyler Stone, or successor

RE: Lease between WASCO COUNTY, a political subdivision of the STATE OF OREGON (Lessor) and the STATE OF OREGON, acting by and through its Oregon Youth Authority (Lessee)

Dear Mr. Stone,

The above referenced Lease dated July 1, 2004, (DAS Lease Control #1770), as amended by lease amendments dated May 1, 2007, January 9, 2009, May 10, 2010, June 14, 2012 and April 4, 2014, is due to come to term on June 30, 2016. It is the intent of the Lessee to continue leasing the Premises described as approximately 1,032 rentable square feet of office space located at 606 Court Street, The Dalles, Wasco County, Oregon 97058.

This letter shall serve as official notice to Lessor of the Lessee's intent.

I will be contacting you regarding the terms and conditions of the Lease and to help with any questions or concerns you may have.

This letter is being sent by Department of Administrative Services acting as leasing agent for Lessee, the Oregon Youth Authority.

Sincerely,

Liz Beaty, Leasing & Property Agent
Dept. of Administrative Services
Enterprise Asset Management
Real Estate Services
1225 Ferry Street SE, U100
Salem, OR 97301-4281
Phone: (503) 378-6751; Fax: (503) 373-7210
Email: liz.beaty@oregon.gov

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

By: 

Date: 3/7/16

**STATE OF OREGON
INTERGOVERNMENTAL OFFICE SPACE LEASE AGREEMENT**

THIS LEASE AGREEMENT, dated March 7, 2016, is made by and between WASCO COUNTY, a political subdivision of the STATE OF OREGON (Lessor), and the STATE OF OREGON, acting by and through its Oregon Youth Authority (Lessee).

Lessee has been leasing a portion of the Premises (as defined below) since May 22, 1995, pursuant to a prior lease dated July 1, 2004, which was initially amended on May 1, 2007; was later amended on January 9, 2009, May 10, 2010, June 14, 2012 and April 4, 2014; expires on June 30, 2016. The parties acknowledge and agree that they are entering into this new Lease in order to update the documentation of their agreements concerning the Premises going forward. The provisions of this Lease are effective as of July 1, 2016.

1. Premises: Approximately 1,032 rentable square feet of office space located at 606 Court Street, The Dalles, Wasco County, Oregon 97058.

2. Term. The original term of this Lease shall commence **July 1, 2016** and continue through **June 30, 2018**.

3. Rent. Lessee shall pay Base Rent in arrears by the 10th day of each month for the preceding month or partial month. The Base Rent for any partial month shall be prorated on a per diem basis. The monthly Base Rent shall be per the following Rent Schedule:

<u>LEASE PERIOD</u>	<u>BASE RENT*</u>
07/01/16 – 06/30/17	\$1,112.17
07/01/17 – 06/30/18	\$1,145.54

*Tax Exemption. It is hereby agreed between the parties that the Rent to be paid by Lessee, has been established to reflect the savings below market rent resulting from the exemption from taxation.

4. Option to Extend. If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) additional extension terms of two (2) years each. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than ninety (90) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term cannot be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.

5. Use of Premises. Lessee may use the Premises for business offices, storage, and other lawful purposes including but not limited to functions related to the conduct of its business as a state agency.

6. Parking. Lessee, its employees, and clientele shall have the non-exclusive right to park adjacent to the Premises. Parking for the disabled will always be provided in compliance with the Oregon Revised Statutes (ORS) 447.233.

7. Lessor Covenants.

(a) Lessor covenants that it has the right to make this Lease and to lease the Premises to Lessee; that possession of the Premises will be delivered to Lessee free of other tenants and of conflicting claims; that the use of the Premises by Lessee for the specific uses set forth in the Section above titled "Use of Premises" is not in violation of any federal, state or local statute, regulation or ordinance, including the acknowledged comprehensive land use plans and regulations of the city or county in which Premises are located, and that on paying the rent and performing its covenants of this Lease, Lessee may enjoy the rights granted by this Lease free from rightful interference by any third party.

(b) Lessor covenants that the Premises, including any common areas in the building to be used by Lessee, comply with all applicable regulatory and building codes requirements for occupancy by Lessee, and meet the requirements of the Americans with Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), to the extent, at the minimum, the Premises including the common areas have: (1) an accessible entrance and an accessible route therefrom to those areas in which the principal activities of Lessee as a state agency will be conducted; (2) accessible restroom facilities; and (3) accessible parking for the disabled in compliance with Oregon Revised Statutes (ORS) 447.233, if parking is provided within the Lease.

(c) Lessor hereby discloses that the building was constructed prior to January 1, 1978, when the building industry had not generally refrained from using materials containing asbestos containing materials (ACM), and covenants that all ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector qualified to perform such inspection under applicable law and regulations and certified as safe from all friable ACM.

8. Improvements and Alterations. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own expense, subject to Lessor's written consent, which shall not be unreasonably withheld. Lessee agrees that any such improvements and alterations made by Lessee with Lessor's consent shall become the property of the Lessor. At Lessor's written request, Lessee may be required to remove such items at the end of the Lease term. In the event such Lessor's request is received, Lessee agrees to restore the Premises to its original condition, subject to reasonable wear and tear.

9. Maintenance and Repair. Lessor shall maintain in good condition the structure, roofs, outside walls, doors and windows, sidewalks and parking areas. Lessor shall also promptly repair or replace all structural defects, defective heating, plumbing, or light fixtures, equipment and facilities; and shall at all times maintain the demised premises and grounds in good repair. Should structural repair of the Leased Premises exceed the value of this Lease Agreement, the Lessor reserves the right to terminate this Lease with ninety (90) days written notice to the Lessee.

Lessee shall maintain in good condition the interior walls of the Lessee occupied space. Lessee shall promptly repair, at Lessee's cost, any damages caused by the Lessee's employees, agents or invitees.

10. Heating, Ventilating and Air Conditioning (HVAC) Standards.

(a) The HVAC system shall operate so as to satisfy all of the factors contributing to the comfortable conditions with respect to cooling, heating and fresh air intakes, per the applicable building codes and the standards applicable to similar office buildings in the area. Normally the amount of outside air per person should not be less than 20 cfm.

(b) Temperature range for occupied temperatures shall be as follows: (1) Heating: 72°F +/- 2°; (2) Cooling: 74°F +/- 2°. At no time may indoor temperatures drop below 55° or rise above 85°. At the

beginning of each workday, the building must be at the occupied temperature. Operating hours are Monday through Friday, holidays excepted, starting at 7:00 a.m. and ending at 6:00 p.m.

(c) **System Maintenance:** Lessor shall be responsible for maintaining the system in proper operating condition to the standards set forth above. Maintenance shall be performed as frequently as may be required by the local conditions in keeping the system in proper operating condition, but shall not be less than: Every three (3) months a preventative maintenance check, every six (6) months complete filter changes, once every two years clean the coils on all units. On request by Lessee, Lessor shall provide Lessee with copies of work orders signed by the maintenance person who performed the work. Should Lessor fail to maintain the system in accordance with above standards, and after written notification to the Lessor, Lessee may contract for necessary labor, equipment and material to bring system within those standards and may deduct related costs plus reasonable administrative costs from future rent payments.

11. Utilities and Services. The Lessor shall provide the following utilities and services: natural gas, electric, water, sewer, air conditioning, trash removal, exterior window washing and premises security. Lessee shall be responsible for television services, janitorial services and supplies, interior window washing and the future installation, current maintenance and repair of any Lessee required telephone and data services.

12. Lessor's Liability Insurance.

(a) Lessor shall obtain and keep in effect during the term of this Lease, a Comprehensive General Liability policy or a Commercial General Liability policy for the Premises, covering bodily injury and property damage from an insurance company authorized to do business in the State of Oregon. Insurance coverage shall include bodily injury coverage, contractual liability coverage for the indemnity provided under this Lease. Coverage limits shall not be less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate for all claims per occurrence. Should the terms and conditions of Lessor's insurance coverage change during the term of this Lease, the State reserves the right to require that Lessor replace any coverage omitted or deleted by the change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days' prior written notice to Lessee from Lessor.

(b) Lessor shall indemnify and hold harmless the Lessee as named in this Lease, including its officers, divisions, agents and employees, from all claims, suits, or actions of any nature resulting from the acts or omissions of the Lessor, its officers, contractors, employees or agents under this Lease.

(c) As evidence of the insurance coverage required by this Lease and prior to commencement date of this Lease, Lessor shall furnish to Lessee an original certificate of insurance. Valid certificates of insurance shall be provided to Lessee as changes occur or annually throughout the term of the Lease. Insurance coverage required under this Lease shall be obtained from insurance companies acceptable to Lessee. The Lessor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

13. Statement of Self Insurance. The State of Oregon is self-insured for its property and liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300. A Certificate of Self Insurance will be provided, upon request of the Lessor.

14. Waiver of Subrogation. Neither Lessor nor Lessee shall be liable to the other for any loss arising out of damage to or destruction of the Premises or the building or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims against one another for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of its respective agents, servants or employees. Each party shall fully provide its own property damage insurance protection at

its own expense, and each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, the insurance carriers involved shall not be entitled to subrogation under any circumstance.

15. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unsuitable for the purpose leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days to determine if it wishes to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

16. Assignment and Subletting. Lessee shall have the right to assign this Lease or sublet any part of the Premises to another State agency, or sublet any parking spaces to state employees, without express approval of Lessor; and Lessee may assign this Lease or sublet any portion of the Premises to other parties with Lessor's written consent, which consent shall not be unreasonably withheld.

17. Funding. The parties understand that rental and other charges to Lessee under this Lease are to be paid only from funds derived by legislative appropriation or budget limitation. The parties mutually understand that this Lease is made by the Lessee in its official capacity as a state agency and not by its officers as individuals.

18. Termination. At any time during the lease term, either party may terminate this Lease without further obligation or liability to the other, with not less than ninety (90) days prior notice to the other party.

19. Default. Neither party shall be in default under this Lease until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of a payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete the performance. In case of a default the nondefaulting party may terminate this Lease with thirty (30) days prior written notice to the defaulting party, and it shall be entitled to recover damages or any other remedy provided by applicable law, or it may elect to perform the defaulting party's obligation and recover from the defaulting party the costs plus interest at the legal rate for judgment. If Lessee makes such expenditures as the nondefaulting party, those expenditures may be deducted from the rent.

20. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective seventy two (72) hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

LESSOR: Wasco County
Facilities Operations Manager, Facilities Services Department
511 Washington Street, Suite #101
The Dalles, Oregon 97058
Attn: Tyler Stone, or successor
Phone: (541) 506-2552; Fax: (541) 506-2551
Email: tylers@co.wasco.or.us

LESSEE: Oregon Youth Authority
530 Center Street NE Suite
Salem, Oregon 97301

Attn: Brandi Potterf, or successor
Phone: (503) 373-7371; Fax: (503) 373-7921
Email: brandi.potterf@state.or.us

21. Holdover. With thirty (30) days prior written notice to Lessor Lessee may hold over this Lease for a period not to exceed two (2) months after the end of the lease term without obtaining prior consent of Lessor. If Lessee holds over the lease term, a tenancy from month to month shall be created at the same rental rate as the immediately preceding months, and the holdover shall not be construed as an exercise of any renewal option contained herein. Lessee holding over the Lease longer than the first two (2) months shall be subject to Lessor's consent.

22. Counterparts. This Lease, and any subsequent amendments, 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 and the same Lease, notwithstanding that all parties are not signatories to the same counterpart.

37. Cancellation of Prior Lease. This Lease supersedes and cancels the prior Lease between WASCO COUNTY (Lessor) and the STATE OF OREGON, acting by and through its Oregon Youth Authority (Lessee) dated July 1, 2004, as amended.

24. Merger. THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGES THAT THE PARTIES HAVE READ THIS LEASE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Remainder of this page left blank

This Lease shall not become effective and shall not be binding upon the State of Oregon or any agency thereof until it has been executed, in the signature spaces provided below, by all parties to this Agreement, including those whose approval is required.

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

By _____

Date _____

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

By _____

Date _____

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

By _____
Real Estate Services

Date _____

APPROVED AS TO FORM

Kristen Campbell, County Counsel

Discussion Item
VSAC Appointment

- [Charles A. Vaughn Application](#)
- [VSAC Meeting Minutes](#)
- [Order 16-037 Appointing Charles A. Vaughn to the
Wasco County Veterans Services Advisory
Committee](#)

INFORMATION AND QUALIFICATION FORM

Veterans Advisory Committee VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Veterans Advisory Committee meets on the first Thursday of each month to address issues related to veterans and veterans' services in Wasco County. They serve as a conduit between local veterans and County government, educating, recommending and advising the Wasco County Board of County Commissioners regarding veterans' issues.

APPLICATION

Provide personal qualifications for this specific volunteer position. Supplementary information may be attached. Do not provide confidential information.

POSITION DESCRIPTION: Member Wasco County Veterans Services Advisory Committee

Name: Charles A Vaughn
Address: [Redacted] Maupin, OR
Phone (home) [Redacted] Phone (work) SAME 97037
E-mail address: [Redacted]
Signature: Charles A Vaughn
Date: _____

Number of years as a Wasco County resident: ~~50~~ 50 year

Your objectives/goals? Desired contributions and accomplishments?
I want to help Vets

Approximate hours/week available for this commitment? ?

Comments: _____

Education (school, college, training, apprenticeships, degrees, etc.)
14 years + Electrical training Date(s): 4 years

Page 1 asso Degree

Veterans Advisory Committee

500 Washington St.

The Dalles, Or. 97058

April 8, 2016

Present Matt Larsell, Russell Jones, Robert Maxwell, Pat Combs, Andretta Schellinger,
Mark Fortin, Anita

Guests Rod Runyon, John Schellinger

Call to Order 4:00pm

Minutes Minutes not available

Old Business Reviewed proposal composed by Andretta, draft to be amended before submitting to city, need to have other Vet groups to sign on to the draft, talk to Mayor to support the proposal, discussed new venue for VSO, the "blue" Building behind Granada Theater to view as a possible location, urban Renewal now owns the building, no cost until the City solves RPF lawsuit, Downtown buildings on State historic site list, memorial committee looking For a museum site, possibility of buying blue building with urban renewal Funds, must repay money in future, 1st budget meeting for county is 4/8/16 Russ will present draft to county budget committee, Mark moved to submit To county commissioners, Robert seconded, passed unanimously, Matt moved to accept draft with amendments seconded by Pat, passes Unanimously, draft will be presented to City budget committee, when Jean Maxwell retires VSO needs office & volunteer coordinator, office manager Works for 37 ½ hours,

New Business

Al Vonn submitted an application for a committee position, Matt moved to

Accept application, Pat seconded, passed uinaimously.

Future Objectives

To assist with returning Vets project, Homefires burning having a teen Auction September 17th 11a-2p at Civic Auditorium, Homefires burning trying To get 501 status, next meeting for Homefires burning at Cottage Café 11a 2nd Thursday of the month, Rod Runyon to attend Oregon State Veterans Committee meeting in Salem on Monday 4/11/16, Senator Wyden working With Mr. Bloomenthal on granting agent orange medical for Korea Vets, Rod proposed amendments to the funding draft, a new commander for the Local National Guard unit, Rod suggested sending a welcome letter to him, Stand down will be Saturday Nov 12,2016, Civic 10am, Trish is trying to put Together a military ball.

VSO Report

Vets cannot receive guard pay and VA benefits simultaneously, Russ Submitted a letter to Wyden changing this procedure, could be changed Nation wide, the VA will assign a fiduciary to incompetent Vets for benefits, A movie Article 99 was suggested to watch for VA experiences, next meeting May 5, 2016.

Adjourned 5:05p

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

IN THE MATTER OF THE APPOINTMENT OF)
CHARLES A. VAUGHN TO THE WASCO COUNTY) ORDER
VETERANS SERVICES ADVISORY COMMITTEE) #16-037

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 a vacancy exists on the Wasco County Veterans Services Advisory Committee (VSAC); and

IT FURTHER APPEARING TO THE BOARD: That Charles A. Vaughn is willing and is qualified to be appointed to the Wasco County Veterans Services Advisory Committee and has been recommended for this position by the VSAC membership.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Charles A. Vaughn be and is hereby appointed to the Wasco County Veterans Services Advisory Committee; said term to expire on June 30, 2018.

DATED this 4th Day of May, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MAY 4, 2016**

CONSENT AGENDA

1. [4.20.2016 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 20, 2016

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

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

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

Public Comment

Corliss Marsh stated that she is concerned about the distribution of funds from the Google Enterprise Zone. She said she would like to see an open process for the distribution.

Ms. Marsh went on to say that the City of The Dalles just raised the administration fee to \$80,000 for the City of The Dalles Library. She said that as overseers of the Library District, she would like the County to step in. She explained that the city bases the fee on a formula but that the Library is different than the actual city departments. She pointed out that part of what they pay for through the City calculation are services that they do not use such as the City Manager and City Attorney. She said she does not think the library should pay for services that they do not use.

Chair Runyon stated that he shares those concerns. Commissioner Hege asked if Ms.

Marsh has been to the City Council with her concerns. Ms. Marsh replied that she just learned of the increase. She went on to say that she sits on the City's Budget Committee and will express her concerns there. She said she would like to have the Board of Commissioners question the decision as well.

Commissioner Hege said that he understands and would encourage her to bring her concerns to the City Council as well. He stated that he had gotten a call from the Maupin Library; they are building a new library and want to know how they can get more District funding toward that project. He asked what the process is for that funding. Ms. Corliss responded that the District has Intergovernmental agreements with the various libraries but that she thinks District Librarian Jeff Wavrunek would be the person to answer that question.

Discussion Item – Muddy Road Vacation

Public Works Director Arthur Smith reviewed his report regarding Young Life Ranch's request to vacate a portion of Muddy Road. He reminded the Board that this request goes along with the portion of the road which was dedicated to the public and accepted by Wasco County at the last Board session. He said that this vacation would benefit the public as well as the safety of Young Life guests. He explained that the road being vacated is a confusing route and takes the public through areas where Young Life guests recreate. He said that the portion of the road newly dedicated to the public is a much more direct route that will not take the public through the recreation areas.

Chair Runyon thanked Mr. Smith for his detailed illustrations and asked what the plan is for the old route. Mr. Smith replied that he will be working with Young Life to get some signing done; they will probably have a gate that will protect that area for the guests.

Commissioner Kramer moved to approve Order 16-035 vacating a portion of Muddy Road located in Sections 31 and 32, Township 8 South, Range 19 East, Willamette Meridian. Commissioner Hege seconded the motion which passed unanimously.

Discussion Item – Oregon Military Deed

Mr. Stone stated that the County has been working with the Oregon Military

Department for years trying to reclaim the old National Guard Armory site property. He reported that after successful mitigation of environmental issues, the Oregon Military Department has received a clean bill of health on the property and can now transfer the deed back to Wasco County. He said that to possess the property, the County needs to sign and record the deed.

Chair Runyon observed that there is a lot of ambient use of that property – RV and truck parking. He asked if there will be any changes to the property. Mr. Stone replied that we have already put up chains and posts to keep people from driving in the dangerous area. He said that he would not recommend gating the site as it has long been used by the ball fields for parking.

Commissioner Hege asked if the loading dock holes can be filled by the road department to eliminate the risk of accidents. Mr. Stone said that we are not using the in-ground docks and it would be good to eliminate the risk. Mr. Smith said that he would go out with the Facilities Manager to see what would be needed.

Commissioner Hege noted that there are some ramps that we might want to eliminate as well.

*****Commissioner Hege moved to accept the Bargain Sale and Deed from the Oregon Military Department conveying real property as described in Exhibit A of the Deed. Commissioner Kramer seconded the motion which passed unanimously.*****

Discussion Item – Wolf Compensation Grant

Commissioner Kramer said he is working with legal and would like to table this item to the May 4, 2016 session.

*****The Board was in consensus to move the Wolf Depredation Compensation Grant Agreement to the May 4, 2016 session agenda.*****

Consent Agenda – March 16, March 28, April 6, 2016 Minutes

Chair Runyon said that he had already spoken to Ms. White regarding corrections to the March 28th minutes – last paragraph on page 11: language will be revised to make clear that Mr. Jones and Mr. Lawrence are not members of the AOC Veterans Committee but do call in to participate in meetings; Ms. White will add locations to

the meetings that were not held in the Courthouse.

Commissioner Kramer moved to approve the Consent agenda with changes as noted. Commissioner Hege seconded the motion which passed unanimously}}

Chair Runyon recessed at 9:25 a.m. to open a meeting of the Wasco County Library Service District.

The session reconvened at 9:46 a.m.

Agenda Item – CAFFA Grant Application

County Assessor/Tax Collector Jill Amery explained that this is a grant program that came about in the 1980s when the counties were having trouble keeping their assessment work funded. She said that the grant allows her department to keep the assessment portion of the department staffed. She reviewed the application pointing out that the reduction of a .6 staff member is a reflection of Tom Linhares departure as a consultant; after Ms. Amery took office, he had stayed on for a period of time to help.

Ms. Amery reported that the Ascend process is stabilized and working well. She stated that Proval is still in the conversion process. Staff has entered over 5,000 accounts; there are still 800 that need additional set up as they will need customization. She explained that the information for those accounts are in a future record that can be accessed. She commented that the department is moving in the right direction and the grant helps them to do that work. By reporting all activity and plans in the application, the funding is more commensurate with the level of work being done. She pointed out that she is requesting funding for two additional project-based positions.

Ms. Amery went on to say that also included in the application are their increased printing and mailing costs, the lockbox, the assessment contractor, and the Lane County support costs; all these support the work.

Commissioner Hege noted a reduction in the work being done on commercial/industrial appraisals. Ms. Amery acknowledged the reduction saying that

she had hoped to apply staff to clean up commercial appraisals but had made a decision to delay that work for a year in order to focus on residential appraisals. She said that she has engaged a contractor to help with that work and can use lessor skilled staff for data entry work.

{{Commissioner Kramer moved to approve the 2016-2017 County Assessment Function funding Assistance Grant Application for Staffing. Commissioner Hege seconded the motion which passed unanimously.}}

Chair Runyon stated that he has had two or three people comment in the last week saying how kind and polite Tax and Assessment staff are in doing their work. Commissioner Kramer said that he has heard similar comments.

Chair Runyon noted an error in the time listed on the agenda. As a result, the Mid-Columbia Housing Authority Update will be later on the agenda.

Chair Runyon called a recess at 10:01 a.m.

The session reconvened at 10:15 a.m.

Agenda Item – LIDAR Presentation

Information Services Director Paul Ferguson said that Commissioner Hege had asked about the progress of the Light Detection and Ranging program. He and GIS Coordinator Tycho Granville are here to provide an update. He explained that the data is gathered by fly-over laser light pulsing to gather topographical data with only a 10-foot error rate.

Mr. Granville reviewed the presentation included in the Board Packet. He reported that the data will be publicly available. Although there is too much information to be stored on the County servers, it will be available through the State's Department of Geology and Mineral Industries (DOGAMI) site.

Chair Runyon asked why certain areas of the County were selected for coverage. Mr. Granville replied that they looked at areas that were high priority for the Soil and Water Conservation District; Mosier was not in the original plan but Wasco County asked that it be added.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 20, 2016
PAGE 6

Commissioner Hege noted that Wasco County supported enhancing the scope of work for the Wasco County area; we did not pay for work outside the County. Mr. Ferguson added that we wanted the County's primary population areas within what was being supplied. Commissioner Hege asked if the City helped to fund the work. Mr. Ferguson replied affirmatively. He said that he does not know how much they contributed; the County put in \$40,000 toward the work.

Mr. Granville went on to demonstrate how the information, had it been available at that time, might have been used during the Rowena fire. He noted the detail in the mapping that would have allowed for faster and more useful placement of equipment and personnel to fight the fire; it would also have allowed for information to help predict the course of the fire.

Mr. Granville reported that using the newly available LIDAR data, surveyors are able to complete their work more efficiently and effectively. He said that County Road Surveyor Brad Cross recently completed a project in four hours that would previously have required either a \$10,000 fly-over or two weeks of his time in the field. He noted that these cost savings will quickly recoup the County's investment in the program. He added that these same cost savings will be realized by private surveyors and the public as a whole.

Mr. Granville continued by saying that the Planning Department will see similar efficiencies and be able to more accurately and quickly respond to permit applications without having to spend a lot of time in the field.

Commissioner Hege asked if FEMA was involved in the project. Mr. Granville replied that they were not but are now interested in remapping the flood zones for the County based on the data that has been generated.

Mr. Granville went on to say that the Assessor will benefit from the data as well; they use it for property valuations. It is difficult to assess the topography implications from the ground; LIDAR provides a greater level of detail than photography and assists appraisers in determining to what extent a piece of property can be used. The information provides better detail for a more appropriate and supportable adjustment of value.

Chair Runyon observed that the cost savings and higher levels of service will be evident throughout the County – Search and Rescue, Sheriff's Department, Public Works, Planning, Assessment, etc. Mr. Ferguson added that with the expanded GIS software license agreement, access to the information can be placed on all employee desktops so that anyone in the organization can use it.

Chair Runyon asked if there has been any public training for use of the available data. Mr. Ferguson commented that it would be a good idea to develop that; the surveying community is already aware of it.

Senior Planner Dustin Nilson reported that he has used the data for flood plain issues and was able to help an applicant succeed in their efforts to develop their property as a result. He added that he is able to stay in the office more as the information is so detailed he does not have to be on site as often. He stated that he is very impressed with how sophisticated planning staff is in utilizing the technology; it is a resource he did not have available to him in Chicago or Colorado.

Mr. Ferguson added that the County benefits greatly from Mr. Granville's skillset. Commissioner Hege agreed and asked if DOGAMI is the only way for the public to access the data. Mr. Ferguson replied that they can access through DOGAMI or they can come to the County for LIDAR maps.

Mr. Ferguson went on to say that Mr. Granville met with each County Director individually about the coming access to the data system to see if they would support the cost of the expanded software license. Chair Runyon commented that it would probably be a good topic for a Management Team meeting.

Agenda Item – Fee Waiver Application

Mr. Nilson reviewed the request saying that part of the Discover Courage fund raising efforts is to assemble and auction high end firearms. John McElheran has offered his home to be used as an assembly site – this use would be a home occupation use and would need to be permitted. He said that Mr. McElheran and Discover Courage are asking that the application fee be waived; a waiver would not guarantee approval. He stated that staff has the authority to waive fees for government agencies and applicants that fall below the poverty line; staff does not have the authority to waive fees for a non-profit organization.

WASCO COUNTY BOARD OF COMMISSIONERS
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PAGE 8

Commissioner Hege asked if home occupation is always a conditional use. Mr. Nilson replied that in this zone it is.

Commissioner Kramer asked what processing the application would cost the County. Mr. Nilson replied that hard costs would include a \$76 recording fee and \$50-\$100 in mailing costs; staff time would be approximately 20 hours for a site visit and to generate a 15-20 page report of findings. He said staff are thorough as they want to avoid costly appeals.

Mr. McElheran said that Discover Courage, founded by a 26-year Navy SEAL veteran, helps active duty special operations personnel. Discover Courage has two missions – to develop and implement programs to help special operations personnel and to raise fund that support those programs. He reported that they are struggling for funding and this is a way he found he can help. He explained that in order to obtain a federal firearms license, they need to have a site. He stated that the organization is able to get many of the pieces of the firearms at cost, then volunteers gather to assemble them after which the weapons are auctioned. He noted that active service members' identities cannot be revealed and so he is only involved in the fund raising side of the organization. He said that the organization will rent a spot in his shop for the assembly activities.

Commissioner Kramer asked if he would be charging the organization for use of the space. Mr. McElheran replied that there will be a lease agreement but he will not be charging them for the space.

Commissioner Kramer asked how many volunteers would be expected on-site. Mr. McElheran replied that there would likely be three or four volunteers there for three or four days each month. They will be staying at local hotels and eating at local restaurants. He added that Discover Courage would like to establish a base of operations in Wasco County and are trying to raise funds to do so.

Commissioner Kramer asked if this is a statewide or regional organization. Mr. McElheran responded that it is a national organization.

Chair Runyon commented that while he is a supporter of the work, he is not sure it qualifies for a waiver. He said it is a great idea; but this will take a substantial amount

of staff time and would set a precedent. Mr. Nilson added that the fee is \$1,600 and would recover County costs.

Commissioner Hege asked if there is any criteria for a non-profit. Mr. Nilson replied that it is entirely under the Board's authority. Commissioner Hege asked if this is a unique situation. Mr. Nilson answered that it is the first one he has seen. He pointed out that other non-profits, such as Young Life, pay their fees. He added that this is a smaller organization. He stated that the Planning Department is sensitive to the neighborhood issues; the conditional use permit is an ambitious request.

Commissioner Kramer said that approval will set a precedent and he would like to have an additional 30 days to take a closer look at this request. Commissioner Hege stated that he sees validity to the waiver request but does not disagree that more time would allow for a closer look.

Chair Runyon said that his initial thought is that he supports the work but would not vote in favor of a waiver today as it would set what could be a costly precedent. He said that he will be happy to look at further research. He said a negotiated reduction of the fee should also be explored.

Mr. McElheran said he would take this information to the group to see what they want to do.

*****The Board was in consensus to delay for 30 days on a decision regarding the McElheran fee waiver request.*****

Agenda Item – Mid-Columbia Housing Authority Update

MCHA Executive Director Joel Madsen reviewed his presentation (included in the Board Packet). He stated that the work they do helps people get off of assistance, avoid foreclosure and improve property. He said that they also help connect people to programs such as Family Self-Sufficiency in which they have a high level of participation. He added that the home repair program is mostly used for senior citizens. He reported that their new development on the west side of The Dalles will move them from 365 units to 398 units for low-income housing.

Mr. Madsen explained that a recent Senate bill leaves the adoption of voluntary

incentives for affordable housing to local discretion. He stated that the incentives would encourage the private sector to engage in construction of affordable housing. He went on to say that one of the more exciting pieces of the bill is to have a construction excise tax that could be used to pay for the incentives offered by the program. He added that the tax could also be used as leverage to attract state and federal funding. He said that he does not expect action today but would like to work with the Board toward that goal; the earliest action can be taken is November of this year.

Chair Runyon reported that he testified before the house and senate in support of this bill. He said it is important to have this as a tool rather than a requirement which is what the more urban areas of the state would have preferred. Mr. Madsen added that as with any legislation, there are parts he likes and parts he doesn't; however, he sees this as an opportunity that should be seriously explored.

Agenda Item – Wasco County Strategic Plan

Mr. Stone introduced County Clerk Lisa Gambee by saying that her presentation outlines one piece of the County's Strategic Plan Process. He said that last week the Management Team wrapped up some of the final pieces of this plan which represents the conclusion of one phase and the beginning of another process to talk about how this plan feeds into the departments and their planning process. He stated that this is the high level plan; the departments will be back before the Board with their own plans. He said that Ms. Gambee put together the presentation and has been a key part of the process.

Ms. Gambee said that she is here to present on behalf of the entire Management Team. She stated that that this presentation is basically for the public; the Commissioners reviewed it last week at a publicly noticed Management Team meeting. She added that as the County interacts with partners, the presentation will be shared. She said that since the Culture Guide had not yet been presented formally to the Board, it has been added to this presentation.

Ms. Gambee reviewed the presentation included in the Board Packet. She pointed out that the LIDAR system is a good example of the cross-department work that is going on now and helps staff do a better job of serving citizens. She said that the County Strategic Plan is a high level plan and provides a framework on which the

departments can build their own plans. She noted that some of the departments have plans in place and will use this for revisions to those plans. She commented that coming from many years in the private sector, this is the best team she has ever worked with.

Ms. Gambée went on to say that when communicating, facts are not enough – citizens need to understand the why behind the facts. She said that building the culture will take time, but will create a great place to work – the County will never be the highest paying employer, but it can still be a great place to work and a great opportunity.

Ms. Gambée stated that one of the things identified as a priority for citizens is to feel like they have been heard; she observed that that principle has already paid dividends. She reported that in the recent BOPTA process they found that even if citizens did not get the results they wanted; they left feeling like they had been heard and treated fairly. She said that the goal is to extend that level of service through partnerships that represent the County in some way.

Ms. Gambée continued by saying that the Team discussed how to help citizens thrive – what does a healthy Wasco County look like; what does a healthy Team look like? One aspect is rather than doing things *for* citizens, to do things *with* citizens – partnering to meet needs and create opportunities. There are various avenues through which to accomplish these goals; for instance, technology such as the GIS system makes information readily available. She added that we want to make it easier to interact with the County through technology which will be especially appealing to citizens who live far from the County seat.

Ms. Gambée explained that the team is working toward moving more of the daily tasks to staff in order to allow Directors time to work on projects that will open pathways to citizens. She noted that the pre-work done by the departments and their staffs played a large role in the creation of the Strategic Plan.

Ms. Gambée requested formal approval of the plan in order to move the process forward to the individual departments.

Chair Runyon observed that the County has worked toward changes over the last few

years; now there is a team in place that can move things forward – it is a great thing and citizens are noticing. Ms. Amery concurred, saying that it is a great team with everyone participating.

{{{Commissioner Hege moved to formally adopt the 2016 Wasco County Strategic Plan as presented. Commissioner Kramer seconded the motion which passed unanimously.}}}

Commissioner Hege said that he would like to see the Strategic Plan and Mission Statement in our meeting rooms and offices.

Mr. Stone reported that there is a guide, not presented today, that will assist department in creating/revising their own plans.

Ms. White asked for permission to create a signature page for the Strategic Plan and add Commissioners' electronic signatures before filing the plan with the County Clerk.

*****The Board was in consensus to have their electronic signatures added to a signature page for the 2016 Wasco County Strategic Plan.*****

Chair Runyon announced that the Resolution brought to the state legislature in 2014 to have the veterans Community Based Outpatient Clinic renamed for Lawrence Kaufman has finally made its way through all the necessary channels and will be introduced in both the House and Senate this week. He predicted that it will pass and we will soon see a new name on the Clinic. He stated that Lawrence Kaufman is a local Medal of Honor recipient.

Chair Runyon adjourned the meeting at 12:10 p.m.

Summary of Actions

Motions Passed

- **To approve Order 16-035 vacating a portion of Muddy Road located in Sections 31 and 32, Township 8 South, Range 19 East, Willamette Meridian.**

- To accept the Bargain Sale and Deed from the Oregon Military Department conveying real property as described in Exhibit A of the Deed.
- To approve the Consent agenda with changes as noted – 3.16.2016 Regular Session Minutes, 3.28.2016 Special Session Minutes, 3.28.2016 Public Hearing Minutes and 4.6.2016 Regular Session Minutes.
- To approve the 2016-2017 County Assessment Function funding Assistance Grant Application for Staffing.
- To formally adopt the 2016 Wasco County Strategic Plan as presented.

Consensus

- To move the Wolf Depredation Compensation Grant Agreement to the May 4, 2016 session agenda.
- To delay for 30 days on a decision regarding the McElheran fee waiver request.
- To have the Commissioners' electronic signatures added to a signature page for the 2016 Wasco County Strategic Plan

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Agenda Item
Supplemental Budget Hearing

- [Staff Memo](#)
- [Resolution 16-010 Adopting Supplemental Budget](#)

WASCO COUNTY

FINANCE OFFICE

Suite 207
511 Washington Street
The Dalles, OR 97058
(541) 506-2770
Fax (541) 506-2771

INTERIM FINANCE DIRECTOR
Debbie Smith-Wagar
(541) 506-2770

HUMAN RESOURCES/ PAYROLL
(541) 506-2775

ACCOUNTS PAYABLE
(541) 506-2777

MEMO

To: Board of County Commissioners
From: Debbie Smith-Wagar, Interim Finance Director
Date: April 27, 2016
Re: Supplemental Budget

Under ORS 294.471, adjustments to the County's adopted budget are allowed during the year due to unforeseen circumstances. After the third quarter of fiscal year 2015-16, the following items have been identified as changes needed for the budget:

General Fund:		
Sheriff		
Vacation/Holiday payout	4,400	[1]
Overtime	16,600	[2]
District Attorney		
Medical Examiner	10,000	[3]
Total General Fund	<u>31,000</u>	
Household Hazardous Waste Fund:		
Personnel		
Cell Phone Allowance	500	[4]
Materials and Services		
Postage	1,400	[4]
Total HHW Fund	<u>1,900</u>	
Special Economic Development Payments Fund:		
Materials and Services	<u>850,000</u>	[5]
Museum Fund:		
Personnel	(6,300)	
Materials and Services		
Contracted Services	6,300	[6]
Utilities	5,200	[7]
Total Museum Fund	<u>5,200</u>	
911 Communications Fund:		
Personnel	<u>25,000</u>	[8]
Commission on Children and Families Fund		
Materials and Services	<u>16,300</u>	[9]

WASCO COUNTY

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- [1] Deputy Hall is being promoted to Sergeant on May 1, 2016. He will go from a union position to a non-represented position, so his holiday and vacation time will need to be paid out.
- [2] Overtime has increased in the Sheriff's Office due to assistance provided to Harney County earlier this year during the federal standoff at the Malheur National Wildlife Refuge. The Sheriff's Office has submitted a reimbursement request to the State of Oregon for this portion of overtime.
- [3] This year Wasco County contracted with North County Public Health District for medical examiner services. It was noted when the agreement was signed that the cost was unknown. An additional \$10,000 is needed to cover services for fiscal year 2016.
- [4] Cell phone allowance was not calculated correctly in the original budget, and Household Hazard Waste has more mailings than originally anticipated.
- [5] Wasco County has received the initial payment on the second Google contract. The County received \$1.45 million. Of that, \$600,000 will be paid to the City of The Dalles, and \$250,000 is being budgeted for community projects. The remaining \$600,000 is unappropriated and will be appropriated in the next fiscal year's budget.
- [6] The Museum has changed from having an employee provide grounds-keeping services to having a contractor provide the service.
- [7] The museum has been open more days this winter and costs (primarily utilities) were not originally budgeted to accommodate the additional open hours.
- [8] The 911 center has been short-staffed and overtime is higher than budget. In addition, the 911 manager retired and had additional payouts that were not budgeted.
- [9] The Healthy Start Grant was originally scheduled to end June 30, 2015, but it carried over into September. The additional grant-funded expenditures need to be budgeted.

The changes in the General Fund, Household Hazardous Waste Fund, Museum Fund, and 911 Communications Fund are transfers from contingency.

The changes in the Special Economic Development Payments Fund and the Commission on Children and Families Fund are appropriations that are funded by additional revenues in those funds.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF APPROPRIATING)
UNANTICIPATED RESOURCES AND)
TRANSFERRING CONTINGENCY IN A) RESOLUTION
SUPPLEMENTAL BUDGET REQUEST) #16-010

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

IT APPEARING TO THE BOARD: That there are requests for additional appropriations in the General Fund, the Household Hazardous Waste Fund, the Special Economic Development Payments Fund, the Museum Fund, the 911 Communications Fund, and the Committee on Children and Families Fund; and

IT FURTHER APPEARING TO THE BOARD: That the funding and needs were unknown when the Wasco County Budget for Fiscal Year 2015-2016 was adopted.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$929,400 in unanticipated requirements in operations are offset by additional resources including a grant of \$16,300 and a special payment of \$850,000, and transfers from contingency of \$63,100. The fiscal year 2015-16 budget is hereby amended as detailed in Exhibit A.

DATED this 4th day of May, 2016.

WASCO COUNTY
BOARD OF
COMMISSIONERS

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Scott C. Hege, County Commissioner

Kristen Campbell
Wasco County Counsel

Steven D. Kramer, County Commissioner

Agenda Item
QLife Budget

- [Fiscal Year 2016-2017 Proposed Approved Budget](#)

QLife Network

QualityLife Intergovernmental Agency

Fiscal Year 2016-17

APPOVED BUDGET

of the

**QUALITYLIFE INTERGOVERNMENTAL
AGENCY**



A Partnership of
Wasco County, Oregon
City of The Dalles, Oregon

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Fiscal Year 2016-17

APPROVED BUDGET

Presented to the QLife Budget Committee
by
Kate Mast, QLife Budget Officer

QLife Agency, Budget Committee Members

Agency Board: President, Erick Larson
 Vice President, Daniel Spatz
 Sec/Treasurer, Brian Ahier
 Board Member, Taner Elliott
 Board Member, Scott Hege

Budget Committee
Members: Ken Farner
 David Karlson
 Kenneth Leibham
 Doug Quisenbury
 Mike Richardson

Staff Support

Legal Counsel: Keith Mobley
Administrative: Wasco County, Tyler Stone
Finance Director: City of The Dalles, Kate Mast
Secretarial: Wasco County, Tawny Wade

Agency Partners

Wasco County
City of The Dalles

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Approved Budget FY 2016-17

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QUALITYLIFE INTERGOVERNMENTAL AGENCY

BUDGET MESSAGE FY 2016-17

QLife is an intergovernmental agency, consisting of the City of The Dalles and Wasco County, governed by a Board of Directors. QLife provides broadband, Ethernet, wide area networks, internet access, and virtual private networks through local internet service providers. The QLife System has been operational since December 2003.

The following narrative explains the proposed budget for the QualityLife Intergovernmental Agency for fiscal year 2016-17. The budget amounts shown here represent three funds: the Operating Fund, the Capital Fund and a new Maupin Fund. The Board policy is that the Maupin Fund for the new Middle Mile system in Maupin is to be a stand-alone fund, with revenues meeting expenditures and with no subsidy from QLife's The Dalles operations. This message will address this fund at the end.

QLife The Dalles

It has been our practice to build our budgets around a financial priority policy adopted by the QLife Board each year. Following this Budget Message are the Financial Priorities for FY 2016-17. This year's Priorities were developed as part of the Goals and Objects adopted by the Board. A copy follows the Financial Priorities.

I. Operating Fund - Maintenance and Operation - \$883,676:

A. Resources: This fund's revenue primarily comes from customer-generated sources.

1. Beginning Fund Balance (\$152,496) This is our estimated net revenues over expenditures for FY15/16, the current fiscal year. This is a decrease of \$79,123 from our actual FY15/16 beginning balance
2. User Fees (\$676,380) These are the charges to customers to transport data on our fiber to other locations on our system or to the Big Eddy Point of Presence (POP), collocation in our equipment room, and for dark fiber leases. The chart on page 10 shows customer type by use. We are estimating a 4.7% increase in user fees.
3. Connect Charges (\$1,000) These are the fees that new customers pay to connect to our broadband system. It is reduced because we have reduced our turn up fee.
4. E-Rate Payment (\$50,000) This is the assistance that our education customers receive from a support program. We budget an expenditure of an equal amount: as when we receive this money, which we then send to the education agencies.

B. Expenditures: Materials, Services and Capital (\$309,758).

We are proposing an increase of \$21,702 (7.5%) The primary increases are the additional property insurance and an anticipated increase in administrative costs.

1. QLife is a contract operation. Historically we have had seven primary operating contracts. This is changing this year as we are separating the Administrative and Financial Accounting Contracts.
 - a. Administrative Services (\$54,000) – The City used to provide these services. We used a private contractor for six months in FY 2015-16. It is intended that the County will take these services over. Since the County is still determining how they will structure that and what the fee will be, we based the budget on \$4,500 per month.
 - b. Financial Accounting (\$7200) – The City will continue to provide financial services at actual cost of salary and benefits.
 - c. Contractual Service County (\$5,000) – GIS System support
 - d. Outside Plant Maintenance (\$43,000) – This is for overhead maintenance work that is needed including line repair and pole work mandated by those whose poles we are connected to.
 - e. Legal Services (\$9,000)
 - f. Network System Management (\$68,000) – QLife has a contract with a consulting firm to provide the following:
 - ✓ Technical maintenance of the system and its electronics;
 - ✓ Customer Service issues;
 - ✓ Sign up and connection of new customers;
 - ✓ Coordinate backbone and spur line repairs and manage the line maintenance contract;
 - ✓ Coordinate with LightSpeed Networks on Technical issues;
 - ✓ Report monthly to the QLife Board.
 - g. Engineering Services (\$22,400) – We contract with Erik Orton who has been with us from the beginning of the system for routine engineering and assistance with new customers.
 - h. Audit Services (\$7,050) – Merina & Company is our contracted accounting firm for audit services. This item has experienced a 3% annual increase over the last two years.
4. Office Space Rental (\$7,752) – For renting space at City Hall to house QLife facilities and equipment, and at Public Works for fiber spools and other outside plant inventory items.
5. Pole Contracts (\$10,500) – For pole contact fees with Northern Wasco County PUD and CenturyLink. This is increased \$500 to reflect increased numbers of pole connections.

6. Network Equipment (\$5,000) – Covers the maintenance and repair of QLife network equipment.
7. Other Services (\$3,000) – QLife periodically contracts for clearing lines from trees and other hazards.
8. Electronics Reserve (\$20,000) – This is for upgrading and replacement of the electronics of the system as needed. (Financial Priorities #3)
9. ROW Fee (\$20,300) – Payment of a right of way equal to 3% of customer fees.
10. Scholarship (\$2,000) – This item was added in FY10/11 for scholarships in the technology fields at Columbia Gorge Community College.
11. Robotics Grant (\$2,000) – This item was added in FY12/13 to support local teams and competitions.
12. Insurance (\$13,838) – Includes general liability insurance (\$7620) and property insurance (\$6,218). Previously, we just insured equipment at City Hall. We added the Lines for an additional cost of about \$6,000.
13. Other Expenses (\$9,445) – Includes office supplies, utility locates, electricity, telephone service, advertising, legal notices, training, travel, and membership fees.
14. Transfers Out (\$433,491) – Only a portion of revenues for this fund are expended (37.15%) (last year this was 35.7%) or held as contingency or unappropriated ending balance (10.6%). The remaining (52.25%) is transferred to the Capital Projects Fund system improvements.
15. Contingency (\$28,400) – 10% of Materials and Services and Capital Outlay.
16. Unappropriated Funds (\$62,000) – To fund cash reserve equaling approximately one month of user fees, plus 10%.

II. Capital Fund - Capital Projects (\$1,325,456): The Capital Projects Fund is for projects for new customers, system enhancement and reserves. The FY 2016-17 budgets for this fund is increasing 41.8% (\$390,726) over FY15/16.

Revenue:

1. Beginning Fund Balance (\$861,965) – An increase of \$461,375 from FY 15/16 beginning balance. This is because we held off on CIP projects until we completed our strategic planning process.
2. Transfer from Operating Fund (\$433,491) – These resources will be used for financial priorities #7 - #9.
3. Connect Charges (\$30,000) – These are charges for adding service to new customers. It is based on the addition of 5 new customers.

Expenditures:

1. Buildings (\$232,000): CIP item # 2, additional collocation space near Big Eddy BPS substation.
2. Outside Plant Primary (\$196,000) – This is for the Downtown by pass project (\$76,000) and the Downtown Metro Loop (\$120,000) These projects may depend on what projects the city may be doing in the down town.
3. Outside Plant – Secondary (\$70,000)
 - a. \$30,000 paid by customers for service extensions
 - b. Up to \$40,000 to assist new customers and participant customers with build out of connections.
4. Materials and Services (\$11,000) – This includes engineering services and materials to extend lines to new customers.
5. Pole Make Ready Costs (\$5,000) – This is for work to utility poles to support QLife lines and equipment.
6. Reserve for System Improvements (\$540,000) – We are proposing we maintain a reserve equal to 10% on the estimated replacement value of our Fiber system (\$5.4 million).
8. Distribution to Sponsors (\$159,456) – Consideration of a distribution was one of the Boards Goal objectives. We are proposing a distribution after all other Financial Priorities are met. An equal amount is proposed to each of our two sponsors.
9. Contingency (\$100,000) – For unanticipated needs

- III. Maupin Middle Mile Fund** - This fund is new in FY 2015-16 for development and operation of QLife’s stand alone Maupin system, built in partnership with the City of Maupin and LSN. LSN is operating the system so we have minimal costs. Most of the budget is completion of project construction (\$243,345) and operation of the public Wi Fi (\$16,210). There is a reserve of \$28,320 for the next two years of Wi Fi operations and a \$9,950 contingency.

Future Budgets

Attached following the Debt Summaries is a ten (10) year projection based on current trends. It shows a bright future for QLife.

QUALITYLIFE NETWORK INTERGOVERNMENTAL AGENCY POLICY
Financial Priorities for Fiscal Year 2016-17

Purpose:

The purpose of this policy is to establish a prioritization of expenditure of funds for the QualityLife Network Intergovernmental Agency prior to each Fiscal Year's budget preparation.

Primary objective:

The primary objective is to provide general direction for the QLIFE Budget Committee in establishing the annual budget and to make public the general intentions of QLIFE in regard to potential monetary reserves of the Agency.

Maupin Broadband System:

The Maupin Broadband System will be budgeted in a separate self-sustaining fund and will not be covered by these Financial Priorities. It will have its' own Financial Priorities.

Section I.

Policy

It is the policy of the QLIFE Board that expenditures of revenue not *specifically* committed to another purpose through grant or loan agreements or other contractual obligations shall be budgeted in the following priority:

A. Routine Costs:

1. Normal maintenance and operating costs of the QLIFE Agency as determined through the appropriate budgeting process.
2. Amounts needed for annual debt retirement responsibilities of the Agency.
3. Up to \$20,000 for upgrading and replacement of the electronics of the system to always maintain agreed-upon capacity for QLife customers.
4. A cash reserve or contingency equal to one month's customer billing to maintain a minimum cash balance in the operating fund.
5. \$18,000 for annual pole line audit, associated repairs and tree trimming
6. Up to \$15,000 for unexpected system plant repairs or alterations in addition to contingency. Budgeted in Capital Fund: Outside Plant Primary

B. Discretionary Costs:

7. Up to \$40,000 to assist participants and new customers with build out of new connection (budgeted in Capital Fund: Outside Plant Secondary).
8. CIP Item #1 Downtown By-Past project for. (\$76,000)

9. CIP item #2: build additional collocation space near Big Eddy. (\$232,000)
10. CIP Item #3 Downtown Metro Loop. Cost estimate. (\$120,000)
11. Reserve for future expansion, modernization, or replacement of system equal to 10% of current \$5.4 million replacement value of outdoor plant. (\$540,000)
12. Financial distribution to City and County of equal amounts (Estimated at \$159 K)

Section II.

Amendment of this policy

This policy may be amended at any time by action of the Board.

Section III.

Conflict with annual budget process

If anything in this policy conflicts with the annual budget process as outlined in the Intergovernmental Agreement (IGA), the IGA will take precedence. The partners to this agreement may approve an initial budget and work scope or an amended budget and work scope that varies from this policy by an affirmative majority vote of the Boards of all partners.

Amended and approved by QLife Board March 17, 2016

Erick Larsen, QLife President

QLIFE'S STRATEGIC PLAN – 2016

Vision:

- We will leverage technology planning efforts and our investment in middle-mile infrastructure to enhance Wasco County's economic vitality and quality of life.

Mission:

- Quality of life through connectivity

GOALS for 2016 (Prioritized)

- 1) Explore opportunities to expand services in Wasco County.
- 2) Identify and decide on options for operating QLife.
- 3) Maintain and enhance infrastructure.
- 4) Over the next 12 months analyze QLife's Economic health and future.

PRIORITIZED 2016 GOAL OBJECTIVES

- 1) Complete Maupin Broadband Project (Goal #1)
- 2) Develop options for acquiring administrative services and pursue selected approach (Goal #2).
- 3) Review rate structure and policies (Goal #4).
- 4) Develop options for additional collocation space and pursue selected option (Goal #3).
- 5) Develop a capital improvement plan that looks at equipment replacement, system weaknesses and opportunities for expansion (Goal #3).
- 6) Consider policy regarding balance between system reserves and potential distribution to partners (Goal #4).
- 7) Review current contracts for other services and consider changes (Goal #2).

QUALITYLIFE INTERGOVERNMENTAL AGENCY

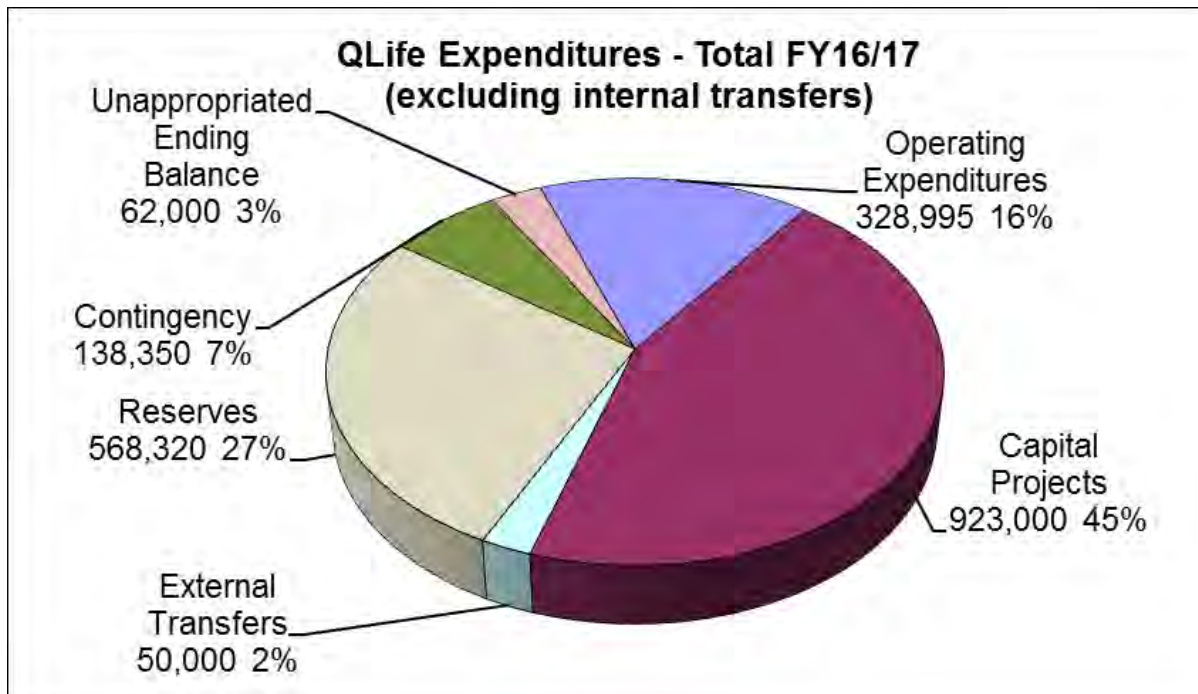
**OVERVIEW SUMMARY
Approved Budget FY 2016-17**

	Agency General Fund	Capital Fund	Maupin Fund	Total Proposed FY16/17
Beginning Balance	152,496	861,965	42,480	1,056,941
Customer Fees	677,380	30,000	12,000	719,380
Other Sources	53,800	-	-	53,800
Grants / Loans	-	-	243,345	243,345
Transfers In	-	433,491	-	433,491
Total Resources	883,676	1,325,456	297,825	2,506,957
Operating Expenditures	289,785	23,000	14,160	326,945
Capital Projects	20,000	503,000	243,345	766,345
Debt Service	-	-	-	-
External Transfers	50,000	-	-	50,000
Internal Transfers Out	433,491	-	-	433,491
Distribution to Sponsors	-	159,456	-	159,456
Reserves	-	540,000	28,320	568,320
Contingency	28,400	100,000	12,000	140,400
Unappropriated Ending Balance	62,000	-	-	62,000
Total Expenditures	883,676	1,325,456	297,825	2,506,957

QUALITYLIFE INTERGOVERNMENTAL AGENCY

REVENUES AND EXPENDITUES BY SOURCE

Approved FY 2016-17

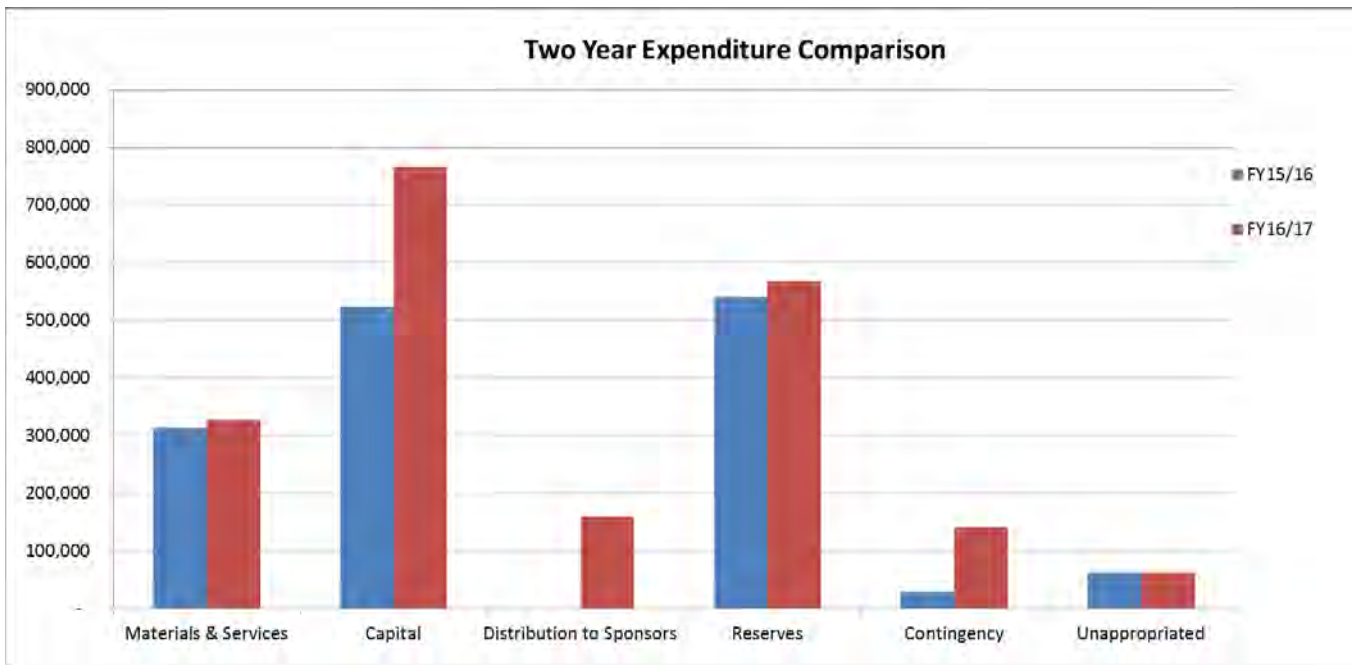


QUALITYLIFE INTERGOVERNMENTAL AGENCY

PRIOR YEARS COMPARISON SUMMARY (Combined funds)

	FY13/14 Actual	FY14/15 Actual	FY15/16 Budget	FY16/17 Budget
Beginning Balance	234,278	364,285	619,153	1,213,596
Customer Fees	598,745	642,912	680,319	707,380
Other Sources	359,570	403,122	1,105,870	742,636
Total Resources	1,192,593	1,410,320	2,405,342	2,663,612
QLIFE - General Fund	529,154	594,665	842,196	793,276
QLIFE - Capital Fund	70,349	76,340	368,000	526,000
QLIFE - Maupin Fund	-	-	460,063	416,210
Debt Service	228,803	129,663	-	-
Distribution to Sponsors	-	-	-	159,456
Reserves	-	-	471,717	568,320
Contingency	-	-	203,960	138,350
Unappropriated End Balance	-	-	59,406	62,000
Total Expenditures	828,306	800,668	2,405,342	2,663,612
Ending Balance	364,287	609,652	-	-

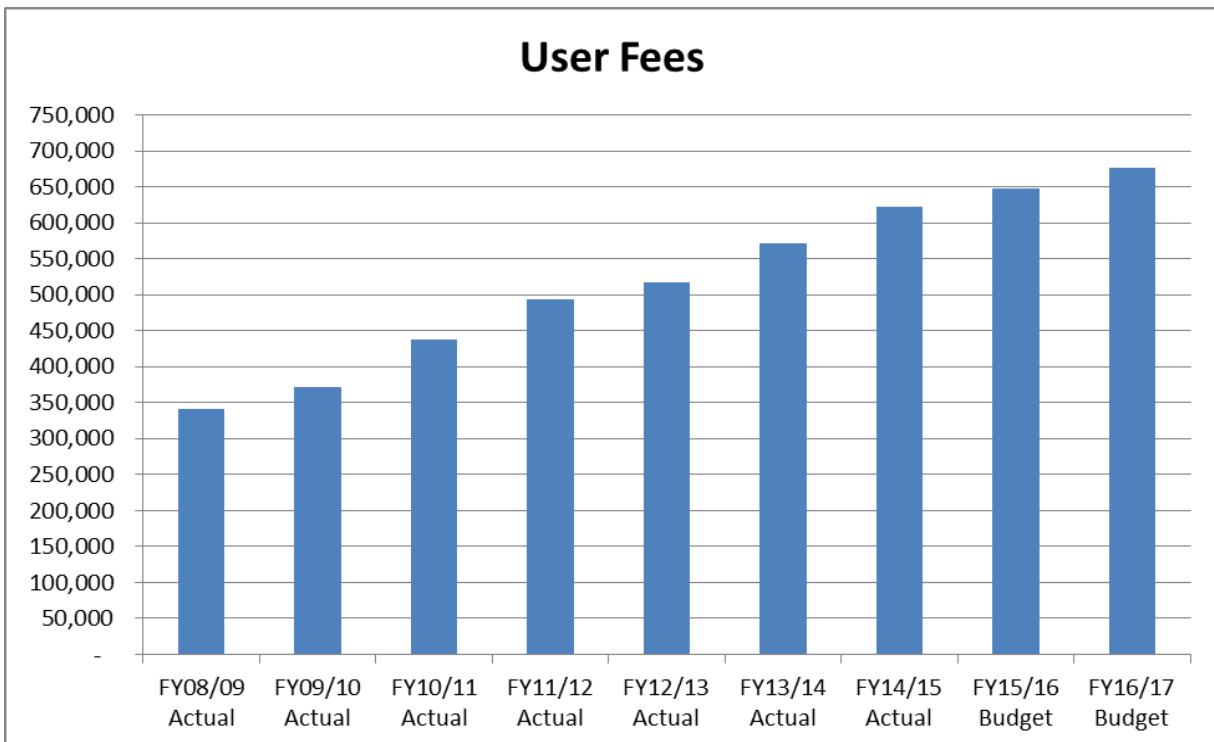
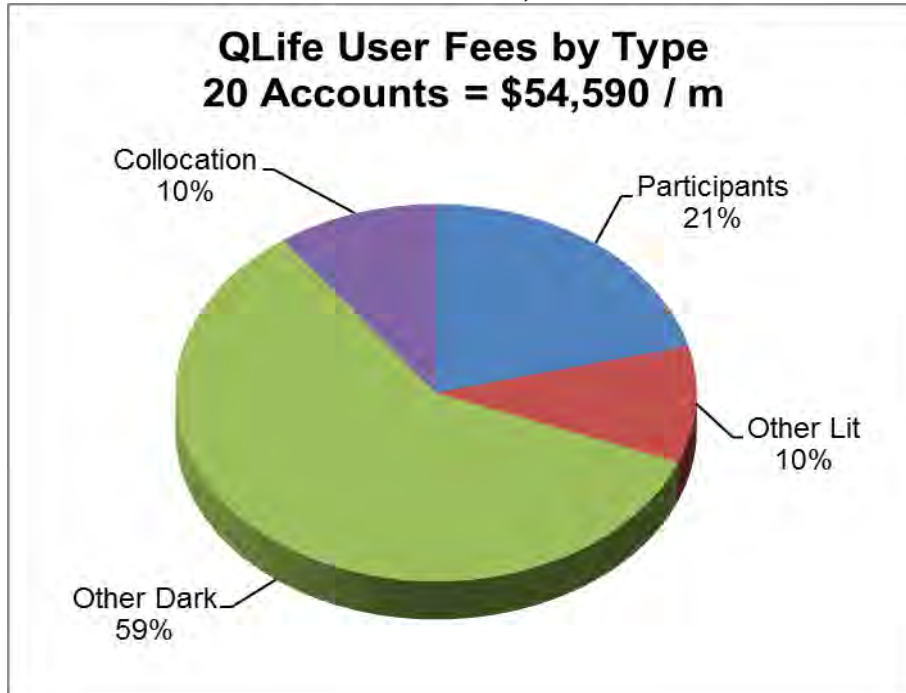
* Includes Interfund Transfers of \$433,491



QUALITYLIFE INTERGVERNMENTAL AGENCY

CUSTOMER REVENUES & USER FEES

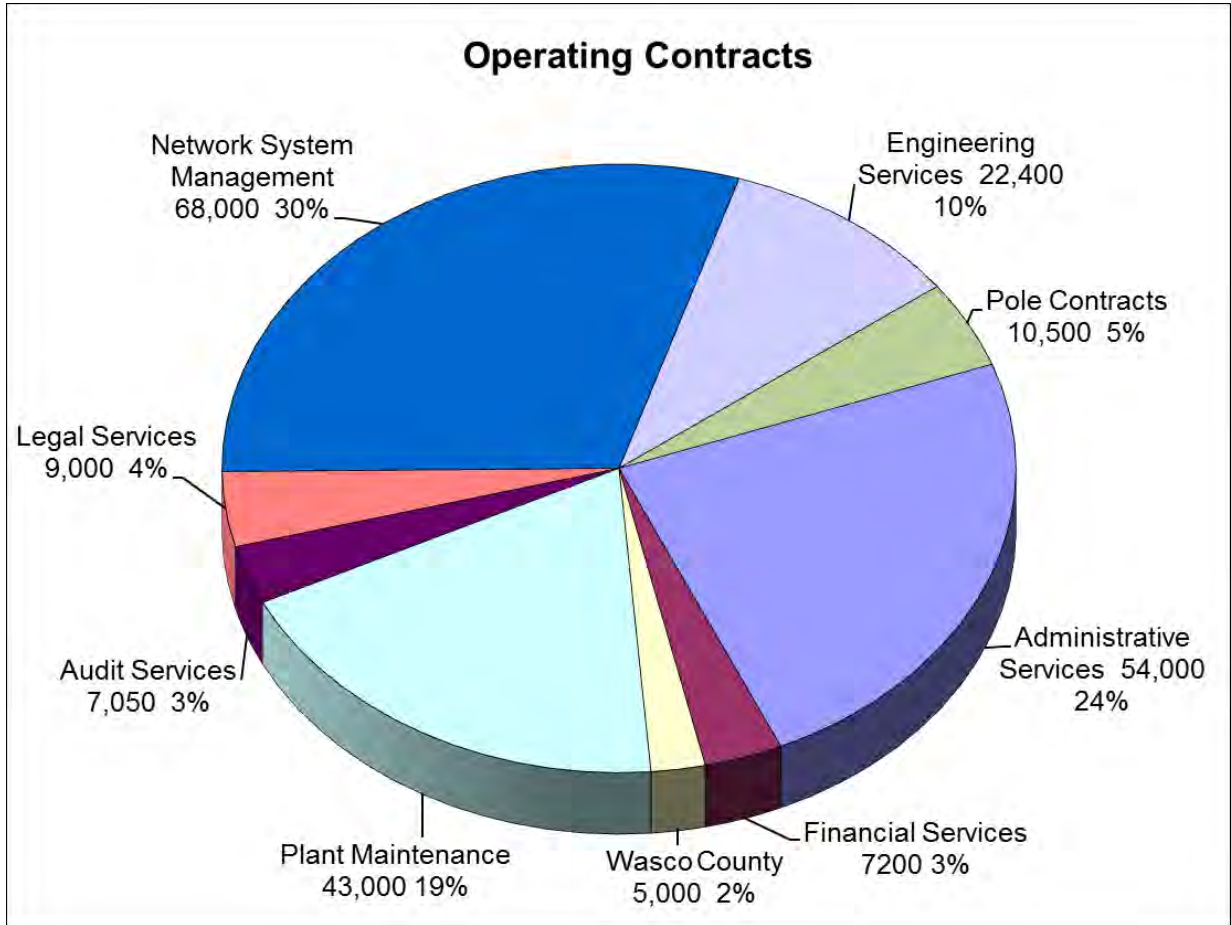
As of March, 2016



QUALITYLIFE INTERGOVERNMENTAL AGENCY

OPERATING CONTRACTS

Approved FY 2016-17



QUALITYLIFE INTERGOVERNMENTAL AGENCY

Agency Operating Fund - Approved Budget FY 2016-17

FY13/14 Actual	FY14/15 Actual	FY15/16 Budget	Account #	Description	FY16/17 Proposed	FY16/17 Approved	FY16/17 Adopted
REVENUES							
93,154	180,966	218,563	600-0000-300.00-00	Beginning Balance	152,496	152,496	
575,730	622,155	648,069	600-0000-344.10-00	Utility Service Charges	676,380	676,380	
3,600	3,150	2,250	600-0000-344.20-00	Connect Charges	1,000	1,000	
568	1,505	700	600-0000-361.00-00	Interest Revenues	3,600	3,600	
134	5,637	200	600-0000-369.00-00	Other Misc Revenues	200	200	
36,936	13,075	50,000	600-0000-369.20-00	E-Rate Reimbursements	50,000	50,000	
710,121	826,488	919,782	TOTAL REVENUES		883,676	883,676	-
EXPENDITURES							
Materials & Services							
15,909	24,643	29,500	600-6000-660.31-10	Administrative Services	54,000	54,000	
-	-	-	600-6000-660.31-11	Financial Contract Services	7,200	7,200	
-	4,470	5,000	600-6000-660.31-15	Contractual Svc - County	5,000	5,000	
16,816	14,733	43,000	600-6000-660.31-20	Outside Plant Maint	43,000	43,000	
-	6,887	23,000	600-6000-660.31-90	Other Services	3,000	3,000	
6,350	5,500	6,700	600-6000-660.32-10	Audit	7,050	7,050	
4,110	4,630	8,400	600-6000-660.32-20	Legal Services	9,000	9,000	
17,577	17,356	22,400	600-6000-660.34-10	Engineering Services	22,400	22,400	
61,126	60,847	68,000	600-6000-660.34-30	Network System Mgmt	68,000	68,000	
-	-	-	600-6000-660.34-50	Special Studies /Reports	-	-	
532	504	600	600-6000-660.41-40	Electricity	900	900	
-	-	500	600-6000-660.43-10	Buildings & Grounds	1,600	1,600	
1,190	-	5,000	600-6000-660.43-25	Network Equipment	5,000	5,000	
-	-	1,000	600-6000-660.43-87	Utilities Locates	-	-	
7,752	7,752	7,752	600-6000-660.44-10	Office Space Rental	7,752	7,752	
5,665	5,730	6,017	600-6000-660.52-10	Liability Insurance	7,620	7,620	
-	-	-	600-6000-660.52-30	Property Insurance	6,218	6,218	
112	113	200	600-6000-660.53-20	Postage	200	200	
410	376	420	600-6000-660.53-30	Telephone	420	420	
240	116	400	600-6000-660.53-40	Legal Notices	400	400	
1,055	529	1,500	600-6000-660.54-00	Advertising	1,500	1,500	
-	228	400	600-6000-660.57-10	Permits	400	400	
1,031	1,254	2,000	600-6000-660.58-10	Travel, Food & Lodging	2,000	2,000	
-	130	700	600-6000-660.58-50	Trainings & Conferences	700	700	
25	255	875	600-6000-660.58-70	Memberships/Dues/Subs	875	875	
-	72	100	600-6000-660.60-10	Office Supplies	100	100	
2,000	2,000	2,000	600-6000-660.63-80	Scholarships	2,000	2,000	
2,000	2,000	2,000	600-6000-660.63-90	Robotics Grant	2,000	2,000	
460	3,889	650	600-6000-660.69-50	Misc Expenses	650	650	
8,653	10,335	10,500	600-6000-660.69-60	Pole Connection Fees	10,500	10,500	
17,272	18,645	19,442	600-6000-660.69-70	Right of Way Fees	20,300	20,300	
-	-	-	600-6000-660.69-80	Assets < \$5000	-	-	
170,285	192,992	268,056	Total Materials & Services		289,785	289,785	-
Capital Outlay							
-	5,692	20,000	600-6000-660.74-20	Telecom Equipment	20,000	20,000	
-	5,692	20,000	Total Capital Outlay		20,000	20,000	-
Other							
321,933	382,905	504,140	600-9500-600.81-91	QLife Capital Fund	433,491	433,491	
36,936	13,075	50,000	600-9500-600.83-10	ESD E-Rate Transfers	50,000	50,000	
-	-	18,180	600-9500-600.88-00	Contingency	28,400	28,400	
-	-	59,406	600-9500-600.89-00	Unappropriated Ending Fund Balance	62,000	62,000	
358,869	395,980	631,726	Total Other		573,891	573,891	-
529,154	594,665	919,782	TOTAL EXPENDITURES		883,676	883,676	-
180,968	231,824	-	REVENUES LESS EXPENSES		-	-	-

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Capital Fund - Approved Budget FY 2016-17

FY13/14 Actual	FY14/15 Actual	FY15/16 Budget	Account #	Description	FY16/17 Proposed	FY16/17 Approved	FY16/17 Adopted	
			REVENUES					
141,124	183,319	400,590	601-0000-300.00-00	Beginning Balance	861,965	861,965		
19,415	17,607	30,000	601-0000-344.20-00	Connect Charges	30,000	30,000		
-	-	-	601-0000-369.00-00	Other Misc Revenues	-	-		
321,933	382,905	504,140	601-0000-391.90-01	Qlife Operating Fund	433,491	433,491		
-	-	-	601-0000-391.90-02	QLife Maupin Fund	-	-		
-	-	-	601-0000-393.10-00	Loan/Bond Proceeds	-	-		
482,472	583,832	934,730	TOTAL REVENUES		1,325,456	1,325,456	-	
			EXPENDITURES					
			Materials & Services					
904	4,735	11,000	601-6000-660.34-10	Engineering Services	11,000	11,000		
-	1,016	4,000	601-6000-660.34-70	Customer Connections	4,000	4,000		
15,722	913	8,000	601-6000-660.43-86	Lines, Maint & Supplies	8,000	8,000		
16,625	6,664	23,000	Total Materials & Services		23,000	23,000	-	
			Capital Outlay					
-	-	-	601-6000-660.72-20	Buildings	232,000	232,000		
14,360	-	110,000	601-6000-660.74-20	Telecom Equip	-	-		
1,516	7,149	180,000	601-6000-660.76-10	Primary (System Maint)	196,000	196,000		
35,038	62,527	50,000	601-6000-660.76-20	Secondary (Line Extensions)	70,000	70,000		
2,809	-	5,000	601-6000-660.76-30	Pole Make Ready Costs	5,000	5,000		
53,724	69,677	345,000	Total Capital Outlay		503,000	503,000	-	
			Debt Service					
215,597	128,957	-	601-6000-660.79-50	Loan Principal Payments	-	-	-	
13,206	706	-	601-6000-660.79-60	Interest Payments	-	-	-	
228,803	129,663	-	Total Debt Service		-	-	-	
			Other					
-	-	471,717	601-9500-600.84-15	Reserve for Sys Imprmnts	540,000	540,000		
-	-	-	601-9500-600.84-20	Reserve for Co Expansion	-	-		
-	-	-	601-9500-660.84-30	Reserve for Debt Retirement	-	-		
-	-	-	601-9500-xxx.xx-xx	Distribution to Sponsors	159,456	159,456		
-	-	95,013	601-9500-600.88-00	Contingency	100,000	100,000		
-	-	566,730	Total Other		799,456	799,456	-	
299,152	206,004	934,730	TOTAL EXPENDITURES		1,325,456	1,325,456	-	
183,319	377,828	-	REVENUES LESS EXPENSES		-	-	-	

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Maupin Fund - Approved Budget FY 2016-17

FY13/14 Actual	FY14/15 Actual	FY15/16 Budget	Account #	Description	FY16/17 Proposed	FY16/17 Approved	FY16/17 Adopted
			REVENUES				
-	-	-	602-0000-300.00-00	Beginning Balance	42,480	199,135	-
-	-	52,950	602-0000-334.90-00	State Grants, Other	243,345	243,345	-
-	-	87,880	602-0000-336.10-00	Private Sector Grants (Google)	-	-	-
-	-	-	602-0000-344.20-01	Cust Fees - Middle Mile	12,000	12,000	-
-	-	-	602-0000-344.20-02	Cust Fees - Trnsprt/Collocation	-	-	-
-	-	-	602-0000-344.20-00	Connect Charges	-	-	-
-	-	-	602-0000-369.00-00	Other Misc Revenues	-	-	-
-	-	-	602-0000-369.20-00	E-Rate Reimbursements	-	-	-
-	-	-	602-0000-391.90-01	QLife Operating Fund	-	-	-
-	-	-	602-0000-391.90-02	QLife Capital Fund	-	-	-
-	-	410,000	602-0000-393.10-00	Loan/Bond Proceeds	-	-	-
-	-	550,830	TOTAL REVENUES		297,825	454,480	-
			EXPENDITURES				
			Materials & Services				
-	-	30,000	602-6000-660.31-10	Administrative Services	-	-	-
-	-	-	602-6000-660.31-80	Contractual Services: WiFi	14,160	14,160	-
			602-6000-660.32-20	Legal Services	-	-	-
-	-	-	602-6000-660.34-10	Engineering Services	-	-	-
-	-	-	602-6000-660.34-70	Customer Connections	-	-	-
			602-6000-660.41-30	Natural Gas	-	-	-
			602-6000-660.41-40	Electricity	-	-	-
			602-6000-660.41-50	Broadband Transport	-	-	-
-	-	-	602-6000-660.43-86	Lines, Maint & Supplies	-	-	-
			602-6000-660.52-10	Property Insurance	1,000	1,000	-
			602-6000-660.69-60	Pole Connection Fees	1,050	1,050	-
-	-	30,000	Total Materials & Services		16,210	16,210	-
			Capital Outlay				
-	-	-	602-6000-660.72-20	Buildings	-	-	-
-	-	164,404	602-6000-660.74-20	Telecom Equip	48,186	79,263	-
-	-	265,659	602-6000-660.76-10	Primary (System Maint)	195,159	320,737	-
-	-	-	602-6000-660.76-20	Secondary (Line Extensions)	-	-	-
-	-	-	602-6000-660.76-30	Pole Make Ready Costs	-	-	-
-	-	430,063	Total Capital Outlay		243,345	400,000	-
			Other				
-	-	-	602-9500-600.81-92	Transfer to QLife Capital Fund	-	-	-
-	-	-	602-9500-600.83-10	ESD E-Rate Transfers	-	-	-
-	-	-	602-9500-600.84-10	Reserve for Wi-Fi	28,320	28,320	-
-	-	90,767	602-9500-600.88-00	Contingency	9,950	9,950	-
-	-	90,767	Total Other		38,270	38,270	-
-	-	550,830	TOTAL EXPENDITURES		297,825	454,480	-
-	-	-	REVENUES LESS EXPENSES		-	-	-

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Ten Year Projections

	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27
Beginning Balances ¹	1,014,461	730,400	736,112	741,995	748,055	754,297	760,726	767,348	774,168	781,193	788,429
Local Line Charges	675,380	695,641	716,511	738,006	760,146	782,951	806,439	830,632	855,551	881,218	907,654
Misc. Revenues	34,800	35,844	36,919	38,027	39,168	40,343	41,553	42,800	44,084	45,406	46,768
Total Revenue	710,180	731,485	753,430	776,033	799,314	823,293	847,992	873,432	899,635	926,624	954,423
Insurance	15,372	15,833	16,308	16,797	17,301	17,820	18,355	18,906	19,473	20,057	20,659
Maintenance/Operation	140,085	144,288	148,616	153,075	157,667	162,397	167,269	172,287	177,455	182,779	188,263
Tech Management	68,000	70,040	72,141	74,305	76,535	78,831	81,196	83,631	86,140	88,725	91,386
Administration	66,200	68,186	70,232	72,339	74,509	76,744	79,046	81,418	83,860	86,376	88,967
Total Operating Expend.	289,657	298,347	307,297	316,516	326,012	335,792	345,866	356,242	366,929	377,937	389,275
Funds Available	1,434,984	1,163,539	1,182,245	1,201,512	1,221,358	1,241,798	1,262,852	1,284,538	1,306,874	1,329,880	1,353,577
Contingencies	128,400	132,252	136,220	140,306	144,515	148,851	153,316	157,916	162,653	167,533	172,559
Unappr. Ending Balance	62,000	63,860	65,776	67,749	69,782	71,875	74,031	76,252	78,540	80,896	83,323
Debt Service	-	-	-	-	-	-	-	-	-	-	-
CIP Projects	448,000	206,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
System Reserve	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000
Distributions ²	159,584	221,427	340,249	353,457	367,061	381,073	395,505	410,370	425,681	441,451	457,695
NOTES:	#1- Beging balance is contingency, Unappropriated blance and Resevre from prion year										
	#2- Distribution in equal amounts to Sponsors (City of The Dalles and Wasco County)										

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Five Year Capital Improvement Plan

CAPITAL IMPROVEMENT PLAN						
QLIFE						
Priority	Project Description	16-17	17-18	19-20	20-21	21-22
1	Downtown Bypass Project	\$76,000				
2	Additional Co Lo Space near Big Eddy	\$232,000				
3	Downtown Metro Loop Construction	\$120,000	*			
4	East Bisector Project		\$186,000			
5.	Annual Equipment Reserve	\$20,000	\$20,000	\$20,000	\$20,000	20,000
	Total	\$448,000	\$206,000	\$20,000	\$20,000	20,000

Agenda Item
Design LLC, Enterprise Zone Update

- [EZ Manager Memo](#)
- [August 2015 Tax Abatement Agreement](#)



AGENDA STAFF REPORT

AGENDA LOCATION:

MEETING DATE: May 4, 2016

TO: Wasco County Commission

FROM: Daniel Hunter, Enterprise Zone Manager

ISSUE: Distribution of Initial Enterprise Zone Fee for Design LLC.

BACKGROUND: The third enterprise zone was negotiated last year and included an initial fee to be paid to the City and Wasco County upon finalizing development agreements. The Minimum Initial Project Fee (MIPF) of \$1.45 million has been paid to Wasco County. When the building goes into operation, the annual fees will commence.

The MIPF is proposed to be divided equally between City of The Dalles and Wasco County after setting aside \$250,000 for immediate impact projects in the community. Removing the \$250,000, there is \$1.2 million remaining. The City's share is \$600,000. The \$250,000 set aside is the recommendation that resulted from discussions between Wasco County and The City of The Dalles.

Section II (C.), Paragraph 7 and Section III (C.) of the Long-Term Enterprise Zone Abatement Agreement between the Company and Sponsors provides, *these funds will be budgeted, expended, and distributed at the discretion of the Sponsor*. As Wasco County and The City of The Dalles are co-sponsors, The City is requesting immediate distribution of the City's share of these funds (\$600,000). This proposal was approved by The Dalles City Council April 11, 2016 pending approval of the Wasco County Commission.

When the annual fees begin coming in, County and City representatives will meet with community partners to determine how the funds will be distributed for the greatest benefit to the community.

The MIPF is proposed to be placed into the City General Fund and will be included as part of the FY16/17 beginning fund balance for the budget process.

ENTERPRISE ZONE TAX ABATEMENT AGREEMENT

This Enterprise Zone Tax Abatement Agreement (this "Agreement") is entered into as of the date of the last signature below (the "Effective Date") between the City of The Dalles (the "City"), Wasco County (the "County"), and Design, LLC, a Delaware limited liability company (the "Company").

RECITALS

A. City and County (the "Sponsor") jointly sponsor a nonurban enterprise zone under ORS 285C.400 to 285C.420 (the "Statutes") known as The Dalles/Wasco County Enterprise Zone (the "Zone"). The current population of Wasco County is less than 40,000.

B. Company has constructed and operates a project (the "First Steelhead Facility") that supports Company's internet business. The First Steelhead Facility is located on the land specified in Exhibit A.1 (the "First Steelhead Facility Site"). For purposes of this Agreement, the First Steelhead Facility is composed of (i) the First Steelhead Facility Site and (ii) any real property improvements and personal property installed, constructed, added, or otherwise placed at the First Steelhead Facility Site. City, County, and Company executed an Enterprise Zone Tax Abatement Agreement on April 25, 2005 with respect to the First Steelhead Facility (the "First Steelhead Facility Agreement"), and the real property improvements and personal property of the First Steelhead Facility have been exempt from property tax pursuant to the First Steelhead Facility Agreement and ORS 285C.409.

C. Company has constructed another project (the "Second Steelhead Facility") that supports Company's internet business. The Second Steelhead Facility is located on the land specified in Exhibit A.2 (the "Second Steelhead Facility Site"). For purposes of this Agreement, the Second Steelhead Facility is composed of (i) the Second Steelhead Facility Site and (ii) any real property improvements and personal property installed, constructed, added, or otherwise placed at the Second Steelhead Facility Site. City, County, and Company executed an Enterprise Zone Tax Abatement Agreement on September 25, 2013 with respect to the Second Steelhead Facility (the "Second Steelhead Facility Agreement"), and the real property improvements and personal property of the Second Steelhead Facility have been exempt from property tax pursuant to the Second Steelhead Facility Agreement and ORS 285C.409.

D. Company proposes to construct and operate the Taylor Lake Facility (as defined below), which will support Company's internet business and will be located on the Taylor Lake Site (as defined below). A number of persons will be employed and compensated at the Taylor Lake Site on average at substantially more than the average annual wage within the County.

E. Sponsor has found that the construction and operation of the Taylor Lake Facility will foster desirable economic development in the Zone and its local area and will be in the best interest of Sponsor.

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F. Sponsor and Company desire to enter into a property tax abatement with respect to the Taylor Lake Facility.

G. Company has timely and properly filed a Certification Application for Long-Term Rural Oregon Tax Incentive, Form 150-310-073 with respect to the Taylor Lake Facility (the "Application").

H. Company may seek approval from the Governor for excise tax credits under ORS 317.124 to 317.131.

TERMS AND CONDITIONS

As an incentive for Company to locate the Taylor Lake Facility (as defined below) within the Zone and in accordance with ORS 285C.403(3)(b) and (c), the parties agree as follows:

I. PROPERTY TAX EXEMPTION

A. Taylor Lake Facility and Taylor Lake Site.

1. "Taylor Lake Site" shall mean (i) the land specified in Exhibit B as the "Primary Site" (the "Primary Site") and (ii) additional land located within one mile of the Primary Site on which Company will construct a warehouse and related infrastructure, including temporary buildings (the "Ancillary Site"). After Company has identified the Ancillary Site, Company shall provide to Sponsor a legal description of the Ancillary Site, which shall be incorporated into Exhibit C of this Agreement and thereby made a part of this Agreement. Company and Sponsor may agree in writing (pursuant to an amendment to this Agreement, a subsequent enterprise zone tax abatement agreement, or otherwise) to include additional land as part of the Taylor Lake Site.

2. "Taylor Lake Facility" shall mean (i) the Taylor Lake Site, (ii) a new building or buildings, associated mechanical and electrical plant, and related property located at, in, or upon the Taylor Lake Site, and (iii) any other real property improvements and personal property installed, constructed, added, or otherwise placed at the Taylor Lake Site. Unless the Sponsor and Company otherwise agree in writing, the Taylor Lake Facility shall not include a data center constructed at the Ancillary Site.

B. Coordination of Exemptions for the First Steelhead Facility, the Second Steelhead Facility, and the Taylor Lake Facility

1. The First Steelhead Facility Agreement shall govern the exemption of real property improvements and personal property for the First Steelhead Facility.

2. The Second Steelhead Facility Agreement shall govern the exemption of real property improvements and personal property for the Second Steelhead Facility.

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3. Subject to Section II.A, this Agreement shall govern the exemption of real property improvements and personal property in the Taylor Lake Facility.

C. Exemption for the Taylor Lake Facility. Subject to the terms and provisions of the Statutes and this Agreement, and to approval of Company's Application, City and County shall grant a 100% *ad valorem* tax exemption to all qualifying property of the Taylor Lake Facility pursuant to ORS 285C.409(1), as follows:

1. for the first tax year following the calendar year in which Company is certified or after which construction of the Taylor Lake Facility commences, whichever is later;
2. for each subsequent tax year in which the Taylor Lake Facility is not yet in service as of the January 1 preceding the tax year (the "Assessment Date") for the tax year; and
3. for a period of 15 additional tax years, beginning with the first tax year in which the Taylor Lake Facility is in service as of the Assessment Date for the tax year (the "15-Year Exemption Period").

II. OBLIGATIONS OF ENTITY

A. Conditions

All obligations of Company described in this Agreement arise solely on account of, depend entirely upon, and are subject to satisfaction of the following:

1. Company's development and the placement in service of the Taylor Lake Facility.
2. Company's ability to obtain a 100% *ad valorem* property tax exemption for all qualifying property of the Taylor Lake Facility under ORS 285C.409(1) for all periods described in Section I.C of this Agreement.

If either condition is not satisfied for any reason, Company may rescind this Agreement, subject to any potential liability for back taxes under ORS 285C.420(3).

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B. Statutory Obligations

1. Pursuant to ORS 285C.403, for the Taylor Lake Facility to qualify for the property tax exemption described in Part I, Company must, "before the commencement of construction or installation of property or improvements [in the Zone] and before the hiring of employees, apply for certification with [the Sponsor] and with the [County assessor]." Sponsor acknowledges that Company has satisfied the requirement of ORS 285C.403 for the Taylor Lake Facility by submitting the Application.

2. For property in the Taylor Lake Facility to qualify for the property tax exemption described in Part I after the Taylor Lake Facility is placed in service, Company must comply with ORS 285C.412(5) and 285C.420 as follows:

a. By the end of the calendar year when the Taylor Lake Facility is placed in service, the total cost of the Taylor Lake Facility must exceed \$200 million.

b. When Company is certified, the location of the Taylor Lake Facility must be 10 or more miles from Interstate Highway 5, as measured between the two closest points between the Taylor Lake Facility and anywhere along that interstate highway.

c. By the end of the third calendar year following the year when the Taylor Lake Facility is placed in service, at least 10 full-time employees must have been hired at the Taylor Lake Facility as determined pursuant to ORS 285C.412(5) and OAR 123-690-4200. The Sponsor and Company acknowledge that the Oregon Business Development Department is considering amending OAR 123-690-4200 and that the amendments, if adopted, would allow the Sponsor and the Company to agree on the date on which the base number of employees at the Taylor Lake Facility Site is determined. The Sponsor and Company shall determine the employment increase at the Taylor Lake Facility Site by reference to the base number of employees at the Taylor Lake Facility Site on the date on which the Application was filed rather than the date 12 months before property subject to exemption is first placed in service, if permitted by OAR 123-690-4200, as amended. Subject to Section II.C.9, pursuant to OAR 123-690-5200, Company will submit an annual report for the Taylor Lake Facility demonstrating that at least 10 full-time employees have been hired and are associated with the Taylor Lake Facility. Employees hired to meet Company's obligation under this Section II.B.2.c will perform their jobs within the Zone.

d. For at least one of the five calendar years following the year when the Taylor Lake Facility is placed in service (the "Measuring Year"), the average annual compensation (as determined in accordance with OAR 123-690-4600) of all employees working at the Taylor Lake Facility must equal or exceed 150 percent of the average annual wage for employees in all industries in Wasco

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County, based on the most recent such figure that is available from the Oregon Employment Department as of the Measuring Year. For each calendar year after the fifth calendar year following the year when the Taylor Lake Facility is placed in service, annual average compensation at the Taylor Lake Facility must equal or exceed 150 percent of the average wage in Wasco County for the Measuring Year.

C. Additional Obligations

1. Capitalized terms used but not otherwise defined in this Section II.C have the following meanings:

“Building” means a structure that is fully enclosed by walls, is covered by a roof, and is located at the Taylor Lake Facility. For the avoidance of doubt, an equipment platform or a covered parking structure is not a Building because it does not enclose a space.

“Building Volume” means, with respect to any Building, the volume of the Building expressed in cubic feet as determined by Revit or other building design software. Building Volume excludes foundations, a central utility building or other building the primary purpose of which is to provide utility service (e.g., mechanical, electrical, cooling) for the Taylor Lake Facility, cooling towers and basins, temporary buildings that stay on the Taylor Lake Site for less than four years, fuel storage, water storage, substations, transformers, equipment enclosures, generators in their own enclosure, parking lots, roads, walkways, and open-air loading areas. The volume of property excluded from Building Volume pursuant to the previous sentence is excluded even if it is physically connected to a Building. For instance, the volume of a utility building is excluded from Building Volume even if it shares an interior wall with a Building.

“Final Building Volume” has the meaning set forth in Section II.C.5.

“First Initial Project Fee Permit” or “First IPF Permit” means the first IPF Permit approved by The City of The Dalles and the local building codes agency.

“IPF” means the Initial Project Fee.

“IPF Amount” or “IPFA” means, as of a particular date, the greater of (a) \$1,450,000 and (b) the product of the IPF Building Volume determined as of that date and \$0.16 per cubic foot.

“IPF Building Volume” means (i) as of the Preliminary Initial Project Fee (PIPF) Payment Date, the Building Volume of the Buildings subject to the First IPF Permit, as determined by Company in good faith, (ii) as of the Final Initial Project Fee Payment Date (as defined below), the Final Building Volume of the Buildings subject to the First IPF Permit that have received a final certificate of occupancy, and (iii) as of an Additional Initial Project Fee Payment Date (as defined below), the Final Building Volume of all Buildings subject to an IPF Permit that have received a final certificate of occupancy.

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“IPF Permit” means a building permit approved by the City and the local building codes agency before the date of the first final certificate of occupancy for a Building at the Primary Site.

2. Company shall make one or more payments to the Sponsor pursuant to this Section II.C.2 (collectively, the “Initial Project Fees”) in an aggregate amount equal to the greater of (a) \$1,450,000 and (b) the product of the Final Building Volume of all Buildings subject to an IPF Permit and \$0.16 per cubic foot. The Initial Project Fees shall be paid in the amounts (“Payment Amounts”) and on or before the dates (“Payment Dates”) set forth in the schedule below. For the avoidance of doubt, an Initial Project Fee will be payable only if the conditions set forth in the Payment Date column have been satisfied. An example of the calculation and timing of Initial Project Fees is provided in Exhibit D.

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Fee	Payment Amount	Payment Date
Minimum Initial Project Fee (MIPF)	\$1,450,000	30 days after the last to occur of the following: (i) Company has acquired the Primary Site, (ii) Company has entered into development agreements with the City of the Dalles for utility services, (iii) Company has entered into an energy services agreement with Northern Wasco Public Utility District for power supply to the Taylor Lake Facility, (iv) Company has entered into an agreement with Northern Wasco Public Utility District providing for the construction of any required interconnection facilities for the Taylor Lake Facility, (v) all City roads inside the Primary Site have been vacated by the City such that ownership is vested in Company or an affiliate of Company, and (vi) a height variance or conditional use permit for the building has been approved. At its sole discretion, Company may waive any of conditions (i) through (vi).
Preliminary Initial Project Fee (PIPF)	PIPF = IPFA – MIPF, but the PIPF shall not be less than zero.	60 days after Company's receipt of the First IPF Permit.
Final Initial Project Fee (FIPF)	FIPF = IPFA – (MIPF + PIPF + any prior AIPFs).	Due date for the Annual Project Fee for the tax year relating to the first Assessment Date after receipt of the final certificate of occupancy for all Buildings subject to the First IPF Permit. If the FIPF is positive, Company shall pay the amount of the FIPF to Sponsor. If the FIPF is negative, Company shall reduce amounts otherwise payable to Sponsor by the amount of the FIPF.
Additional Initial Project Fee (AIPF)	AIPF = IPFA – (MIPF + PIPF + FIPF + all prior AIPFs).	Due date for the Annual Project Fee for the tax year relating to the first Assessment Date after receipt of the final certificate of occupancy for all Buildings subject to an IPF Permit other than the First IPF Permit.

3. Company shall pay to the Port of The Dalles \$250,000 (the "Port Fee") on or before the Payment Date for the Minimum Initial Project Fee.

4. Company shall pay to the Sponsor the Annual Project Fee on or before December 31 of each tax year during the 15-Year Exemption Period, except that the Annual Project Fee will not be due for any tax year in which the Taylor Lake Facility does not qualify for the property tax exemption under ORS 285C.409(1)(c). The Annual Project Fee for any tax

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year shall be an amount equal to the greater of \$1,000,000 and the product of \$0.114 per cubic foot and the aggregate Final Building Volume of all Buildings or portions thereof that are in service as of the Assessment Date for the tax year, as specified in accordance with Section II.C.6.

5. The Final Building Volume of a Building shall be the Building Volume of the Building determined in accordance with this Section II.C.5.

a. Within six months after Company has received a final certificate of occupancy for a Building (or, if later, the April 1 that follows receipt of the final certificate of occupancy for a Building), Company shall determine the Building Volume for the Building and, promptly thereafter, Company and Sponsor will schedule a meeting to discuss the determination of the Building Volume. The City and the County each may designate up to two people to attend the meeting. At the meeting, Company will make available the applicable building permits and explain the calculation of the Building Volume. Company will not be required to disclose confidential information, and the representatives of the City and the County will be allowed to view confidential information as provided by Company, but shall agree not to make copies or to remove any materials provided to them for review at the meeting. In addition, in the case of a completed Building, and subject to the Company's security and safety rules and procedures, Company will provide a tour of the exterior of each Building that has received the final certificate of occupancy that is the subject of the applicable meeting.

b. Within 30 days after a Meeting, the Sponsor may propose to Company in writing any reasonable changes to the calculation of the Building Volume and include reasonable documentation supporting the changes or request in writing that Company grant one 30-day extension for Sponsor to propose changes (which request shall not be unreasonably withheld by Company). In the event that no such changes are proposed to Company and no such extension is requested and granted within such time period, the Sponsor will be deemed to have agreed to and accepted the determination of the Building Volume, and the determination shall be conclusive and binding upon Company and Sponsor. Company and Sponsor will attempt in good faith to resolve any differences with respect to the determination of the Building Volume within 30 days after Company's receipt of a timely written notice of objection from the Sponsor. If Company and the Sponsor are unable to resolve such differences within such time period, then any remaining disputed matters will be submitted to an engineering firm that is also a registered architect in the state of Oregon selected as follows (the "Independent Engineer"): Company will specify three engineering firms and Sponsor will select one of the three.

c. The Independent Engineer will determine those matters in dispute based on Company's as-built design drawings and the provisions in this Section II.C and will render a written report (or, if a written report would disclose confidential information of Company, a report given at a meeting subject to the provisions of Section II.C.5.a) as to the disputed matters and the resulting determination of Building Volume, which report shall be conclusive and binding upon Company and Sponsor. Any information provided to the Independent Engineer by Company shall be for the confidential use of the Independent Engineer and shall not be disclosed, in the report or otherwise, to the Sponsor or any other person.

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Company and Sponsor shall each pay 50% of the fees and expenses of the Independent Engineer's report and analysis. At Sponsor's election, Company shall advance Sponsor's share of the fees and expenses of the Independent Engineer. Company shall offset amounts otherwise payable by Company pursuant to this Agreement against the amount of such advances, and any offset shall be treated as if Company had paid the amount otherwise payable and Sponsor had reimbursed Company for Sponsor's share of the fees and expenses of the Independent Engineer.

d. In no event shall Sponsor delay, condition, or withhold its approval of any determination related to the development, construction, or operation of any Building (including but not limited to its approval of a building permit or the issuance of a certificate of occupancy) as a result of the determination of the Building Volume of any Building.

6. For each tax year of the 15-Year Exemption Period, Company shall provide to Sponsor written notice of the aggregate Final Building Volume of each Building or portion thereof that is in service as of the Assessment Date for the tax year by October 1 of the tax year (or, if later, within 10 days after the Final Building Volume of any such Building has been determined in accordance with Section II.C.5).

7. Company shall pay the Port Fee to The Port of The Dalles, which Company and the Sponsor understand will be used to address environmental or other issues on brownfield property or to otherwise develop additional land in The Dalles. Company shall pay the Initial Project Fees and the Annual Project Fees to County for the benefit of the Sponsor, and such amounts shall be budgeted, expended, and distributed by the Sponsor in its sole discretion.

8. Failure by Company to pay any Port Fee, Initial Project Fee, or Annual Project Fee (each, a "Project Fee") after 120 days' written notice of delinquency from the Sponsor (with a copy to the County Assessor) will result in disqualification of the Taylor Lake Facility from the property tax exemption under Section I.C.2 of this Agreement as provided in ORS 285C.420, including but not limited to potential liability for back taxes under ORS 285C.420(3).

9. Company will make reasonable efforts to assist the County Assessor, the Sponsor, and state agencies in administering the provisions of this Agreement or the associated tax incentives. However, Company may refuse any request for assistance if Company concludes, in its sole discretion, that such assistance will compromise the confidentiality of trade secrets or other sensitive information associated with the Company or the construction and operation of the First Steelhead Facility, the Second Steelhead Facility, or the Taylor Lake Facility.

10. Except as provided above, no promise or warranty attributable to Company, whether oral or written, will be deemed an obligation or requirement of Company for purposes of a property tax exemption under the Statutes.

III. OBLIGATIONS OF SPONSOR

A. The County and City will each adopt substantially the same resolution to authorize approval of this Agreement, the Company's application with respect to the Taylor Lake

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Facility, and the property tax exemption described in Part I with respect to the Taylor Lake Facility and this Agreement (the "Approval Resolutions"):

1. If the Approval Resolutions are not adopted within 90 days of the Effective Date, then Company may terminate this Agreement by written notice to the Sponsor. This agreement will then become null and void and neither the Sponsor nor Company will be liable in any way.

2. The Approval Resolutions and/or the execution of this Agreement will constitute approval under ORS 285C.403(3)(a) of the property tax exemption described in Part I with respect to the Taylor Lake Facility and this Agreement.

B. The County and City hereby approve the property tax exemption described in Part I with respect to the Taylor Lake Facility and this Agreement. The Sponsor sets the period of the property tax exemption for purposes of ORS 285C.409(1)(c) at 15 consecutive years beginning with the first tax year in which the Taylor Lake Facility is in service as of the Assessment Date for the tax year, notwithstanding any other period that may be allowed by law.

C. The Sponsor will ensure that the Project Fees are budgeted, expended, and distributed and will indemnify and hold Company, its employees, agents, attorneys, contractors, members, managers, and affiliates harmless from and against any loss, damage, liability, cost, or expense (including attorney fees and costs) arising out of or related to the Project Fees, including without limitation issues relating to accounting, budgeting, expenditure, non-expenditure, or distribution.

D. The Sponsor will not impose or request any additional requirement of Company as a condition of the property tax exemption granted herein, except as expressed in this Agreement.

E. The Sponsor will support Company in every effort to have the Taylor Lake Facility approved by the Governor for Payroll Tax Credits under ORS 317.124, but the Sponsor makes no warranty with respect to its ability to affect any outcome.

IV. TERM OF AGREEMENT

This Agreement takes effect on the Effective Date and is terminated on June 30 of the last tax year of the property tax exemption.

V. MISCELLANEOUS

A. This Agreement is governed by the law of the State of Oregon.

B. The benefits and burdens of this Agreement run with the land on which the Taylor Lake Facility is constructed and is binding upon the parties, their successors, and assigns.

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C. Company may assign its rights and obligations under this Agreement only with the consent of City and County, not to be unreasonably withheld or delayed, except that neither City nor County's consent is required for an assignment to: (1) a person or entity that owns a majority interest in Company (the "Parent"); or (2) another entity in which the Parent or Company owns a majority interest. A change in ownership of the Parent, Company, or an assignee of Company's rights and obligations under this Agreement will not be deemed an assignment for purposes of this paragraph. City and County may not assign this Agreement.

D. The parties will to the maximum extent permitted by law:

1. consider the content and nature of discussions culminating in this Agreement, and documentation and information prepared or provided to verify compliance with the terms of this Agreement and the property tax exemption (including but not limited to the notices, reports, information, and documentation required pursuant to ORS 285C.415 and OAR 123-690-5200), as containing confidential commercial and financial information of Company, thus making it exempt from Freedom of Information Act (FOIA) requests as permitted under 5 U.S.C. §552(b)(4) and Sections 192.501(2), 192.502(4), 192.502(9), and/or 192.502(17) of the Oregon public records law;

2. keep the content and nature of discussions culminating in this Agreement, and documentation and information prepared or provided to verify compliance with the terms of this Agreement and the property tax exemption (including but not limited to the notices, reports, information, and documentation required pursuant to ORS 285C.415 and OAR 123-690-5200), confidential and will not, without the prior written consent of the other party, disclose or use any information obtained in the course of this transaction other than in connection with the transaction; and

3. transmit such information only to such of its representatives who need to know the information for the sole purpose of assisting that party in evaluating this Agreement and who agree to be bound by these terms as if a party.

E. Prior to any party to this Agreement instituting any legal action, arbitration, or other proceeding of any nature regarding matters related to this Agreement against any other party to this Agreement, the complaining party will request the other parties' participation in non-binding mediation, and the parties agree to work in good faith to attempt to resolve the dispute in the course of such non-binding mediation. Requests for such non-binding mediation may be made by written notice in the manner provided for in subsection G of this Section. The expenses of non-binding mediation, including, without limitation of generality, costs of notice thereof, fees of the mediator and of witnesses, and the cost of taking and transcribing testimony shall be shared equally by the parties. Notwithstanding the foregoing, any party may withdraw from such non-binding mediation at any point and, further, may decline to participate in or abstain from requesting such non-binding mediation if, in its sole discretion, doing so will adversely affect the party's interests. If non-binding mediation fails to resolve the dispute, a party withdraws from non-binding mediation, or a party abstains from requesting non-binding mediation pursuant to the foregoing, then each party may pursue any and all legal and equitable

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remedies available under and according to the laws of the State of Oregon. In such proceeding, and in any non-binding mediation, the parties agree to bear their own attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith.

F. Company may terminate this Agreement upon written notice to the City and County.

G. All notices relating to this Agreement must be in writing, are effective upon receipt, and must be personally delivered or sent by U.S. certified mail, return receipt requested, addressed to the parties as follows:

If to Company:

Design, LLC
Attention: General Counsel
1600 Amphitheatre Parkway
Mountain View, CA 94043

with a copy to:

Adam C. Kobos
Troutman Sanders LLP
100 SW Main Street
Portland, OR 97204

If to Sponsor:

The Dalles/Wasco County Enterprise Zone
City of The Dalles
313 Court Street
The Dalles, OR 97058

Either party may by proper notice to the other designate such other address for notice. All notices will be deemed given on the day such notice is personally served or on the third day following the day such notice is mailed.

H. Subject to Section II.A and Section V.F, this Agreement contains the entire agreement of the parties as to the Taylor Lake Facility, except for existing confidentiality agreements between the parties (including but not limited to those associated with the First Steelhead Facility and the Second Steelhead Facility), which remain binding and valid according to their individual terms and conditions. No other agreement, statement, or promise made by any party or to any employee or agent of any party is binding unless made in writing and signed by both parties to this Agreement.

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I. The parties acknowledge that they have been represented by legal counsel in connection with this transaction. This Agreement and each of the terms and provisions were explicitly negotiated between the parties. This Agreement will be construed according to its fair meaning and not strictly for or against either party.

J. This Agreement may be executed in two or more counterparts, each will be considered an original and all together will constitute one and the same Agreement.

K. The following Exhibits are attached and incorporated into this Agreement:

Exhibit A – Description of First Steelhead Facility Site and Second Steelhead Facility Site

Exhibit B – Legal Description for Primary Site

Exhibit C – Legal Description for Ancillary Site

Exhibit D – Illustrative Construction Scenario And The Related Calculations And Timing Of Initial Project Fees

The parties executed this Agreement as follows:

City of The Dalles

By: Stephen E. Lawrence
Title: Mayor

DATE: August 4, 2015

Wasco County

By: [Signature]
Title: Scott C. Hege, Board Chair

DATE: August 5, 2015

Design, LLC, a Delaware limited liability company

By: [Signature]
Title: Joseph Kava, Authorized Signatory

DATE: August 17, 2015

APPROVED AS TO FORM:

[Signature]

Kristen Campbell
Wasco County Counsel



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EXHIBIT A

**DESCRIPTION OF FIRST STEELHEAD FACILITY SITE AND SECOND
STEELHEAD FACILITY SITE**

The legal description of the First Steelhead Facility Site is attached as Exhibit A.1. The legal description of the Second Steelhead Facility Site is attached as Exhibit A.2.

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EXHIBIT A.1

LEGAL DESCRIPTION FOR FIRST STEELHEAD FACILITY SITE

A tract of land lying in the [Chenowith] Creek Replat in the North 1/2 of Section 28, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon being more particularly described as follows:

Parcel 1 of said [Chenowith] Creek Replat (M.P. # 2005-0003), being Document # 2005-099, recorded March 1, 2005, Deed Records of Wasco County, together with vacated Columbia Road per City Ordinance # 05-501, excepting therefrom the following described tract of land:

Commencing at the Southwest corner of said Parcel 1, said point further lying on the Northerly right-of-way line of Steelhead Way; thence along said Northerly right-of-way line, South 89°53'21" East 448.17 feet; thence leaving said Northerly right-of-way line, North 00°06'52" East 30.50 feet to the true point of beginning of this description; thence continuing North 00°06'52" East 834.03 feet; thence North 64°47'04" West 405.23 feet; thence South 00°06'52" West 628.16 feet; thence on a 100.00 foot radius curve to the right through a central angle of 28°07'48" a distance of 49.10 feet, (the chord of which bears South 14°10'46" West 48.60 feet); thence South 28°14'40" West 44.75 feet; thence on a 100.00 foot radius curve to the left through a central angle of 28°08'01" a distance of 49.10 feet, (the chord of which bears South 14°10'40" West 48.61 feet); thence South 00°06'39" West 184.04 feet; thence on a 60.00 foot radius curve to the left through a central angle of 90°00'00" feet a distance of 94.25 feet, (the chord of which bears South 44°53'21" East 84.85 feet); thence South 89°53'21" East 351.67 feet to the true point of beginning of this description.

Contains 22.99 acres.

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EXHIBIT A.2

LEGAL DESCRIPTION FOR SECOND STEELHEAD FACILITY SITE

A tract of land lying in Parcel 1 of the [Chenowith] Creek Replat in the North 1/2 of Section 28, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 1, said point further lying on the Northerly right-of-way line of Steelhead Way; thence along said Northerly right-of-way line, South 89°53'21" East 448.17 feet; thence leaving said Northerly right-of-way line, North 00°06'52" East 30.50 feet to the true point of beginning of this description; thence continuing North 00°06'52" East 834.03 feet; thence North 64°47'04" West 405.23 feet; thence South 00°06'52" West 628.16 feet; thence on a 100.00 foot radius curve to the right through a central angle of 28°07'48" a distance of 49.10 feet, (the chord of which bears South 14°10'46" West 48.60 feet); thence South 28°14'40" West 44.75 feet; thence on a 100.00 foot radius curve to the left through a central angle of 28°08'01" a distance of 49.10 feet, (the chord of which bears South 14°10'40" West 48.61 feet); thence South 00°06'39" West 184.04 feet; thence on a 60.00 foot radius curve to the left through a central angle of 90°00'00" feet a distance of 94.25 feet, (the chord of which bears South 44°53'21" East 84.85 feet); thence South 89°53'21" East 351.67 feet to the true point of beginning of this description.

Contains 8.05 acres

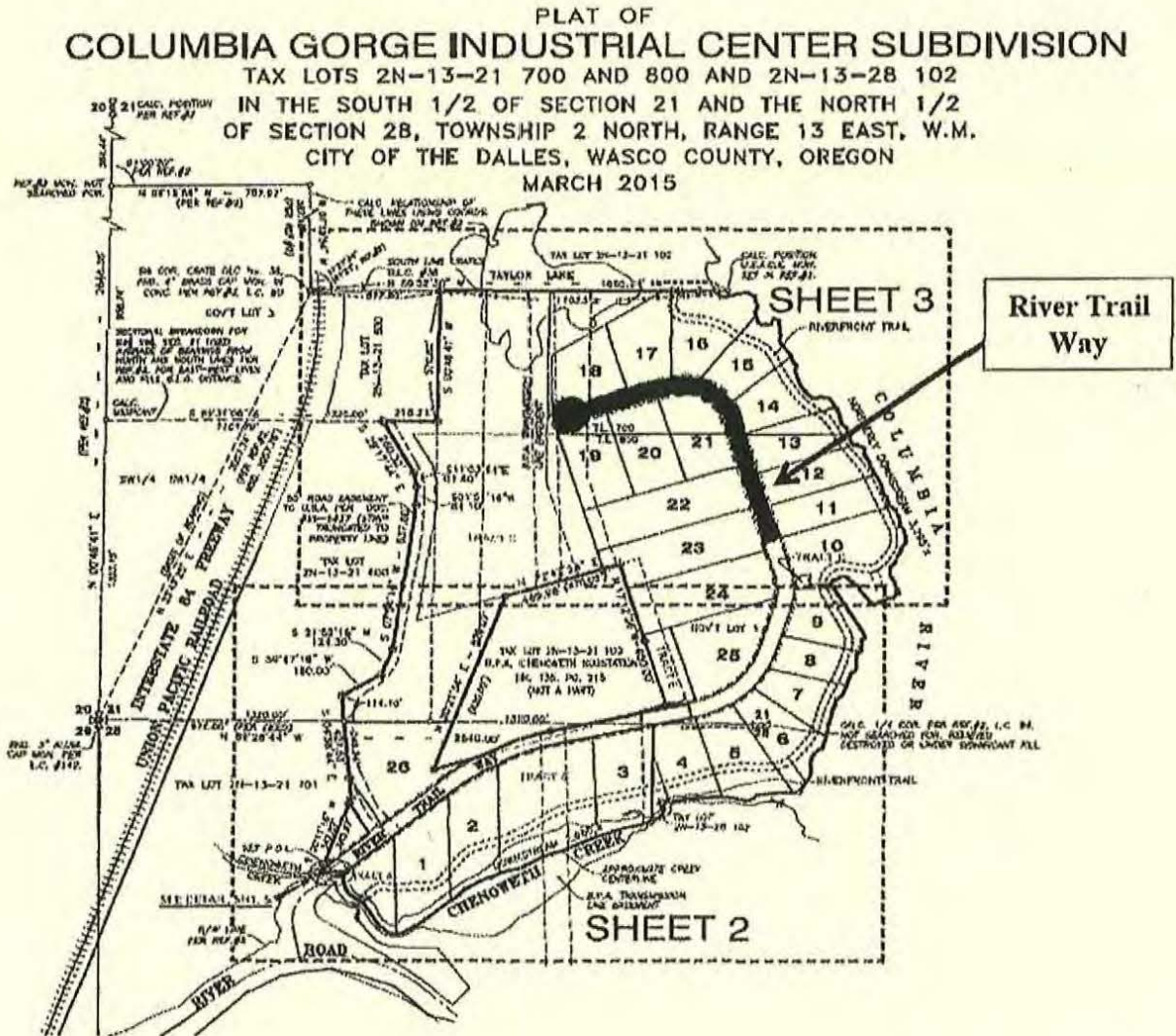
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EXHIBIT B

LEGAL DESCRIPTION FOR PRIMARY SITE

Lots 11 through 23 of Columbia Gorge Industrial Center Subdivision, being a portion of tax lots 2N-13-21 700 and 800, in the North 1/2 of Section 28, Township 2 North, Range 13 East, W.M., City of the Dalles, Wasco County, Oregon, as depicted on the map below.

Including the shaded portion of the road designated as River Trail Way.



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EXHIBIT C

LEGAL DESCRIPTION FOR ANCILLARY SITE

EXHIBIT D

ILLUSTRATIVE CONSTRUCTION SCENARIO AND THE RELATED
CALCULATIONS AND TIMING OF INITIAL PROJECT FEES

This scenario is for illustrative purposes only and does not represent any actual payments due.

- *On October 1, 2015, the last of the conditions for payment of the MIPF is satisfied. Accordingly, Company must pay \$1,450,000 to Sponsor by October 31, 2015.*
- *On December 1, 2015, Company receives its first building permit for a building to be located at the Primary Site. Company determines that the Building Volume of the Buildings subject to the permit is 10,000,000 cubic feet.*
 - *The permit is the First IPF Permit, and therefore the Company has until January 30, 2016 to pay Sponsor the PIPF.*
 - *PIPF = IPFA – MIPF = \$1,600,000 - \$1,450,000 = \$150,000.*
 - *IPFA = \$1,600,000.*
 - *IPFA = the greater of \$1,450,000 and the IPF Building Volume times \$0.16 per cubic foot.*
 - *The IPF Building Volume is 10,000,000 cubic feet, the amount determined by Company.*
 - *IPFA = \$1,600,000 (10,000,000 cubic feet x \$0.16 per cubic foot).*
 - *MIPF = \$1,450,000.*
- *On April 1, 2016, Company receives a building permit for additional buildings to be located at the Primary Site. Because Company has not received a final COO for a building at the Primary Site, the new permit is an IPF Permit and the buildings subject to the new permit will be taken into account in the calculation of the Initial Project Fee. However, no Initial Project Fee is payable in connection with the issuance of the IPF Permit.*
- *On September 1, 2017, Company receives a final COO for the buildings subject to the building permit received December 1, 2015. On December 15, 2017, the as-built Building Volume for the buildings is finally determined to be 9,000,000 cubic feet pursuant to Section II.C.5.*
 - *FIPF = IPFA – (MIPF + PIPF) = \$1,450,000 – (\$1,450,000 + \$150,000) = - \$150,000.*
 - *IPFA = \$1,450,000.*
 - *IPFA = the greater of \$1,450,000 and the IPF Building Volume times \$0.16 per cubic foot.*
 - *The IPF Building Volume is 9,000,000 cubic feet, which is the Final Building Volume of the Buildings subject to the First IPF Permit.*
 - *IPFA = the greater of (a) \$1,450,000 and (b) \$1,440,000 (9,000,000 cubic feet x \$0.16 per cubic foot). Therefore, the IPFA is \$1,450,000.*
 - *MIPF = \$1,450,000.*

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- PIPF = \$150,000.
- Because the FIPF is negative, Company reduces amounts otherwise payable to Sponsor by the amount of the FIPF under Section II.C.2.
- Company is entitled to a credit of \$150,000 on December 31, 2018, which is the December 31 of the tax year after the first Assessment Date after the final COO.
- *On September 1, 2018, Company receives a final COO for the buildings subject to the building permit received April 1, 2016. On January 15, 2019, the as-built Building Volume for the buildings is finally determined to be 3,000,000 cubic feet pursuant to Section [II.C.5].*
 - $AIPF = IPFA - (MIPF + PIPF + FIPF) = \$1,920,000 - (\$1,450,000 + \$150,000 - \$150,000) = \$470,000.$
 - IPFA = \$1,920,000.
 - IPFA = the greater of \$1,450,000 and the IPF Building Volume times \$0.16 per cubic foot.
 - The IPF Building Volume is 12,000,000 cubic feet, which is the Final Building Volume of all Buildings subject to an IPF Permit (9,000,000 + 3,000,000).
 - IPFA = the greater of (a) \$1,450,000 and (b) \$1,920,000 (12,000,000 cubic feet x \$0.16 per cubic foot). Therefore, the IPFA is \$1,920,000.
 - MIPF = \$1,450,000.
 - PIPF = \$150,000.
 - FIPF = - \$150,000.
 - Company must pay Sponsor \$470,000 on or before December 31, 2019 (the deadline of the Annual Fee for the tax year relating to the first Assessment Date after receipt of the final COO).

Agenda Item
Wolf Depredation Compensation Committee

- [Oregon Department of Agriculture Wolf Compensation & Financial Assistance 2016 Grant Agreement](#)
- [Wolf Depredation Compensation Application Forms](#)
- [Request to remove committee Member](#)



**OREGON DEPARTMENT OF AGRICULTURE
WOLF COMPENSATION AND FINANCIAL ASSISTANCE
2016 GRANT AGREEMENT**

BETWEEN: State of Oregon, acting by and through its Oregon Department of Agriculture
AND: Grantee: Wasco County – ODA-3788-16-GR
Grantee Address: 511 Washington Street, Suite 101
The Dalles, OR 97058
DATE: Date of Agreement: April 5, 2016

**SECTION 1
LEGAL BASIS OF AWARD; TERM OF AGREEMENT**

Section 1.01. Pursuant to Oregon Laws 2011, Chapter 690 (the “Act”), the Department of Agriculture (the Department) shall establish and implement a wolf depredation and financial assistance grant program and award grants in accordance with Section 1 of the Act and rules adopted by the Department in OAR chapter 603, Division 019(the “Rules”) pursuant to Section 1(4) of the Act.

Section 1.02. Grant Term and Termination. This Agreement shall be effective on the date on which it has been fully executed and has been approved as required by applicable law (the “Effective Date”). The availability of Grant moneys under this Agreement and Department’s obligation to disburse Grant moneys pursuant to Section 2.01 shall end on January 31, 2017 (the “Termination Date”). Grantee shall not submit any disbursement requests and Department shall not disburse any Grant moneys after the Termination Date.

**SECTION 2
GRANT AWARD**

Section 2.01. Grant. Subject to Sections 2.02 and in accordance with all terms and conditions of this Agreement, the Department shall disburse to Grantee, no earlier than March 31, 2016, a maximum of \$1,750 (Grant money) to be awarded by Grantee to Award Recipients as set forth in Table 2.01 for one or more of following numbered “Award Types”:

- 1) Compensation for injury or death of livestock or working dogs resulting from wolf depredation;
- 2) Financial assistance for implementing methods that limit wolf-livestock interaction;
- 3) Reimbursement for qualified expenses incurred by the county for implementing the county program, as defined in OAR 603-019-0001(5) and 603-019-0015(g);
- 4) Compensation for missing livestock or working dogs resulting from wolf depredation.

Table 2.01 (Grantee may attach a separate sheet to include more AWARD RECIPIENTS)

AWARD TYPE	AWARD RECIPIENT	AWARD AMOUNT
#2-Prevention	Wasco County	\$1,000
#3-Admin.	Wasco County	\$750
	TOTAL GRANT AWARD	\$1,750

Section 2.02. Conditions Precedent to Each Disbursement. Disbursement of Grant moneys to Grantee pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:



- a) The Wolf Management Compensation and Proactive Trust Fund (Trust Fund) managed by the Department and established in compliance with the Act and Rules contains sufficient funds and the Department has received sufficient expenditure authorizations to allow the Department, in the exercise of its reasonable administrative discretion, to make the disbursement
- b) The county maintains a county advisory committee described in OAR 603-016-0015(2). Each member of the advisory committee must sign a statement affirming their agreement to represent and support the position for which they have been appointed to the committee.
- c) The county is in compliance with the Act and Rules, including without limitation:
 - i. In accordance with OAR 603-019-0015, the county advisory committee has established compensation rates for injured, dead and missing animals that are qualified for compensation, persons applying to Grantees to be Award Recipients meet the specified conditions for compensation, and including that Grant funds shall be distributed, to the extent possible, in an equal and balanced manner between payments to compensate for death, injury or for missing animals and payments to implement management techniques to limit wolf-livestock interaction that include nonlethal techniques as well, with a minimum of 30% of the county's Grant funds distributed for livestock management techniques (including non-lethal methods) that limit wolf-livestock interaction.
 - ii. County has submitted, or will submit, an itemized record of expenses for which it is claiming compensation for no more than 90 percent of the expenses associated with implementing the county program for the wolf depredation and financial assistance grant program, as described in OAR 603-019-0010(2)(g), and county provides a matching, money contribution of at least 10% of the total expenses, described in 603-019-0015(2)(g), incurred for implementing the county program.
- d) None of the conditions established by the Act that would limit expenditures exist;
- e) No default as described in Section 6.03 has occurred and is continuing;
- f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grant moneys may be used solely for the purposes described in this Agreement.

Section 3.02. Ineligible Uses of Grant. Grantee shall not use the Grant moneys to reimburse any person or entity for expenditures made or to pay for any expenses incurred before August 2, 2011, which is the effective date of the Act, or for any other purpose not authorized by Section 3.01. In addition, Grantee may not obligate or expend any Grant moneys with respect to any particular award in excess of the Amount for the Award set forth in Table 2.01.

Section 3.03. Return of Unspent Moneys. Grantee shall report by December 31, 2016 all grant moneys spent and allocated to be spent by January 31, 2017 termination date to the Department. Unspent and unallocated moneys must be returned to the Department by January 31, 2017.

Section 3.04. Recovery of Grant Moneys. Any Grant moneys 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 Termination Date

("Unexpended Funds") must be returned to Department. If Grantee fails to return the amount of any Unexpended Funds within fifteen (15) days after the date Department demands return of those funds, Department may deduct the amount demanded from any future payment from Department to Grantee, including but not limited to, any payment to Grantee from Department under this Agreement and any payment to Grantee from Department under any other contract or agreement, present or future, between Department and Grantee. Before taking action to recover Misexpended Funds, the Department will contact Grantee to notify it of the lack of compliance and the Department's potential action in order to give the county the opportunity to address the Department's concerns. If the Department chooses to take action to recover funds from the count, the Department will provide a 30-day advance notice to the county.

Section 3.05. Equipment. Department shall have no right title and interest in any equipment purchased using Grant moneys.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Department that.(1) Grantee is a county government duly organized and validly existing under the laws of Oregon; (2) Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder; the making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory Department, board or other administrative agency or any provision of Grantee's charter or other organizational document, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected; and (c) this Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Reports.

- (a) Annual Report. For each Award Recipient listed in Table 2.01, Grantee shall provide Department a written report describing detailed claim, expenditure and price determination information related to awarded Grant moneys. Grantee shall provide such reports upon request by Department, or by the date established elsewhere in this Agreement.
 - i. Please respond to the following requests in your report.
 1. Please explain the procedures established by your County Advisory Committee (CAC) requiring livestock owners to provide evidence of loss or injury to livestock or working dogs due to wolf depredation in order to be considered for compensation. What types of evidence and documentation did you require?
 2. Please explain the procedures established by your CAC requiring livestock owners to provide cost estimates or receipts of livestock management techniques and/or non-lethal wolf deterrence techniques to be considered for financial assistance. What type of follow-up has been or will be done to assure these techniques were implemented after financial assistance awards were made?
 3. Please describe the procedures that your CAC used in order to establish

compensation for missing livestock attributable to wolf depredation. (Please note that compensation for missing livestock may only be granted for missing animals that were located within an area of known wolf activity) What procedures were in place and what types of documentation was required in order to rule out other possible causes for the animals being missing?

4. Please describe how your CAC established compensation rates for death or injury to livestock or working dogs, attributable to wolf depredation, based on fair market value.
 5. Please describe how your CAC established compensation rates for missing livestock or working dogs attributable to wolf depredation.
 6. Please describe your county's plan for distributing grant funds in an equal and balanced manner between payments to compensate for death or injury to livestock or working dogs attributed to wolf depredation, and payments to implement livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock, with a minimum of 30% of a county's grant funds, as distributed by the Department, distributed for livestock management techniques or nonlethal wolf deterrence techniques.
 7. Please describe what techniques/procedures were used by your CAC to make a determination that a livestock owner seeking compensation for dead, injured or missing livestock or working dogs attributable to wolf depredation, did not unreasonably or purposefully create circumstances that attracted wolves or encouraged conflict between wolves and livestock or working dogs, excluding accepted normal husbandry and grazing activities.
 8. In order for livestock owners to receive compensation funds for death or injury to livestock or working dogs or for missing livestock in an area of known wolf activity, the owner must demonstrate implementation of best management practices to deter wolves, including non-lethal methods when practicable. Please describe the established process/procedure, tools and techniques that your CAC used to make this determination.
- ii. For each award made to producers for compensation for death or injury of livestock or working dogs due to wolf depredation, counties must determine that the producer has not already been compensated by other means and must supply the following information:
1. A copy of ODF&W Wolf Depredation Summary Finding Form;
 2. Animal type;
 3. Whether animal was insured;
 4. Number of animals included in claim
 5. Average value of animal(s);
 6. List wolf deterrence methods used by producer before depredation occurred (this is required if depredation occurred in area of known wolf activity as found by ODF&W);

- iii. For awards made to producers for livestock and working dogs that are missing due to wolf depredation, counties must determine that the producer has not already been compensated by other means and must supply the following information:
 - 1. Producer name;
 - 2. Date range unconfirmed depredation occurred resulting in missing animal(s);
 - 3. County unconfirmed depredation occurred in (must be area designated by ODF&W as an area of known wolf activity);
 - 4. Animal type;
 - 5. Whether animal was insured;
 - 6. Number of animals included in this claim
 - 7. Average value of animal;
 - 8. List wolf deterrence methods used by producer before depredation occurred;

- iv. For awards made to producers to implement livestock management techniques or nonlethal wolf deterrence techniques, counties must consult with the Oregon Department of Fish and Wildlife on location and type of technique(s) applied before awards are given and provide the following information:
 - 1. Producer name;
 - 2. Brief description of management or nonlethal deterrence technique;
 - 3. Date and location implemented;
 - 4. Cost of management or nonlethal deterrence technique;
 - 5. Source of cost/price estimate.

(b) Periodic Oral Reports. For each Award, Grantee shall, from time to time and upon request from Department, make oral presentations at times and locations designated by Department, describing the then current status of the Awards.

Section 5.02. Records and Inspection. Grantee shall keep and maintain in accordance with generally accepted accounting principles proper books of account and records on all activities associated with all Awards and the activities financed with the Grant funds, including livestock producer contributions. Grantee shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. The Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access during normal business hours to the books, documents, papers and records of Recipient that are directly related to this Agreement, and the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, the Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Recipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all activities financed with the Grant funds.

Section 5.03. Compliance with Laws. Grantee shall comply, and require all Award Recipients to comply, with all applicable federal, state and local laws.

Section 5.04. Delivery of Work Product. Grantee shall deliver to Department, at no charge,

copies of all reports, articles, books, or other documents that arise from Awards funded in whole or in part with Grant moneys.

Section 5.05. Ownership of Work Product. Grantee shall retain ownership of all work product produced using Grant moneys. Grantee hereby grants to Department a royalty free, perpetual, non-exclusive license to reproduce, distribute, prepare derivative works based upon, distribute copies of, perform and display the work product, and to authorize others to do the same on Department's behalf.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Termination by Department. The Department may terminate this Agreement for its convenience effective upon written notice to Grantee, or at such later date as may be established by Department in such notice. In the event that Department terminates this Agreement pursuant to this Section 6.01(a), Grantee shall, as of the effective date of termination, cease activities and distribution of Award Amounts, and shall submit to Department an invoice detailing Grantee's expenditures as of the date of termination that are funded with Grant moneys. All amounts unexpended as of the date of termination shall be returned to Department in accordance with Section 3.03.

Section 6.02. Termination by Grantee: Grantee may terminate this Agreement upon written notice to Department, or at such later date as may be established by Grantee in such notice, under any of the following circumstances: (i) Grantee fails, after diligently pursuing all reasonable funding sources, to obtain sufficient funding from other planned funding sources that were made known to Department in writing before the Effective Date of this Agreement, or (ii) if, because of events wholly out of the control of the Grantee, Grantee is unable to discharge any of its covenants, agreements or obligations under this Agreement. In the event of termination pursuant to Section 6.02(i), Grantee shall return all Grant moneys attributable to the terminated Award previously disbursed by Department to Grantee under this Agreement. In the event of termination pursuant to Section 6.02(ii), Grantee shall return to Department all unexpended Grant moneys attributable to the terminated Award previously disbursed to Grantee by Department under this Agreement.

Section 6.03. Default. Grantee shall be in default under this Agreement if (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Department to measure progress on the Awards funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; (c) if Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee

under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured, whether or not curable, within fifteen (15) days of written notice thereof to Grantee from Department or such longer period as Department may authorize in its sole discretion, Department may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement and return of all or a portion of the Grant moneys, and payment of interest earned on the Grant amount. Department may pursue remedies with respect to defaults related to an individual Award, to multiple Awards, or to all of the Awards set forth in Section 2.01

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Department to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. Any claim, action, suit or proceeding (collectively, "Proceeding") between State and Grantee that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; GRANTEE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Department at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Department, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Department.

Section 7.06. Entire Agreement. This Agreement 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.

Section 7.07. Indemnity. TO THE EXTENT PROVIDED BY ARTICLE XI, SECTION 10, AND BY THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, GRANTEE SHALL, CONSISTENT WITH ORS CHAPTER 180, DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND DEPARTMENT AND THEIR DIVISIONS, SUBDIVISIONS, DIRECTORS, ADMINISTRATORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER (“CLAIMS”), INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBGRANTEES, OR AGENTS UNDER THIS AGREEMENT.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Recovery of Grant Moneys; Section 5.02, Records and Inspection; and the entirety of Section 7, MISCELLANEOUS.

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

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

GRANTEE COUNTY: WASCO

AUTHORIZED REPRESENTATIVE: STEVEN KRAMER, COUNTY COMMISSIONER

Signature		Date	
Print Name		Title	

State of Oregon, Acting by and through its Oregon Department of Agriculture

Signature		Date	
Print Name	Lauren Henderson	Title	Assistant Director
Address	635 Capitol St. NE		
City	Salem	State	Oregon
		Zip	97301
Phone	(503) 986-4552	FAX	(503) 986-4750

WASCO COUNTY
WOLF DEPREDATION COMPENSATION APPLICATION

Applicant Information (please print or type)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Loss Information (If more space is needed, please attach a separate sheet of paper.)

Date of injury, death or loss: _____

Type of livestock or dog: _____

Number of animals in this claim: _____

Market value received for uninjured comparable animal? \$ _____

Age of Animal(s): _____

Location of Depredation: _____

Was injury/death confirmed by ODFW to be caused by wolf depredation? Yes No

Please attach a copy of the ODFW report.

I did not unreasonably or purposefully create circumstances that attracted wolves or encouraged conflict between wolves and livestock or working dogs, excluding accepted normal husbandry and grazing activities. (initials) _____

The following information is required if depredation occurred in area of known wolf activity:

Did you implement some type of wolf deterrents? Yes No

If "yes," what actions did you take (installed fladry, increased checks on livestock, etc.) and if no explain why (wolves were not in area, etc.)

Signature of applicant: _____

INJURY TO LIVESTOCK AND WORKING DOGS QUESTIONNAIRE

	ANIMAL #1	ANIMAL #2	ANIMAL #3	ANIMAL #4	ANIMAL #5
SPECIFY LIVESTOCK OR DOG					
AGE					
BREED/TYPE					
PURPOSE OF LIVESTOCK OR DOG (RIDING, 4H, PACKING, ETC)					
WHAT DO YOU THINK LIVESTOCK OR DOG IS WORTH?					
DOLLAR AMOUNT OF VETERINARY BILL/NAME OF VETERINARIAN					
DOLLAR AMOUNT OF MEDICAL SUPPLIES AND MEDICINE FOR INJURY.					
DIAGNOSIS AND PROGNOSIS OF INJURY.	 	 	 	 	

FOR COMMITTEE USE

Fair Market Value: _____ FMV: _____

Did incident occur in area of known wolf depredation: Yes No

Recommended Action

Committee Decision:

Livestock 1

Livestock2

Conservation 1

Conservation 2

Business 1

Business 2

Chair

Date of Review



WASCO COUNTY
WOLF DEPREDATION COMPENSATION RATES
2014

Description	Lb./Head	Rate
Spring calf still on the cow	Will consider it to be a 600 lb. animal	Monthly four week average (week of death or injury) plus three previous weeks from: Central Oregon Livestock Auction
Fall calf still on the cow	Will consider it to be a 800 lb. animal	Monthly four week average (week of death or injury) plus three previous weeks from: Central Oregon Livestock Auction
Heifer calf – weaned	Use the 800 lb. rate plus \$300	Monthly four week average (week of death or injury) plus three previous weeks from: Central Oregon Livestock Auction
Open replacement weaned heifers	Market Value	
Yearling Class Cattle	Market Value	
2-5 year old cow	Market Value	
6-8 year old cow	Market Value	
Ram, ewe, lamb, feeder sheep	Market Value	Central Oregon Livestock Auction
Mule, horse, llama, working dog, swine, bison, alpaca, goat, domesticated fowl, ratites, jackasses, other	Market Value	Based on a case-by-case basis taking into consideration factors such as use of animal, fair market value, less age and health determination deduction.
Transportation of Carcass(es) to Wasco County Landfill	50¢ per mile	
Payment of Landfill Fee to bury carcass(es)	\$20	

Compensation rates may vary depending on time of year of loss. Rates will be established using weekly livestock sales report from Central Oregon Livestock Auction as determined at the discretion of the committee.

WASCO COUNTY
WOLF DEPREDATION PREVENTATIVE FINANCIAL ASSISTANCE

Applicant Information (please print or type)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Financial Assistance for Livestock Management and Nonlethal Wolf Deterrence Techniques.

Briefly describe what livestock management techniques or nonlethal wolf deterrence techniques you want to implement? For example, install flandry, increase checks on livestock, fencing, etc.

Have you used these techniques before? Yes No. If yes, please describe location.

Have you used any other wolf deterrence techniques? Yes No. If yes, please list wolf deterrence methods previously used.

Describe location where techniques will be implemented.

Describe your livestock and general business operations. For example, number of livestock, type of livestock and size of business/operation.

What date do you want to implement techniques? _____

Total estimated cost of livestock management or nonlethal deterrence techniques: \$ _____

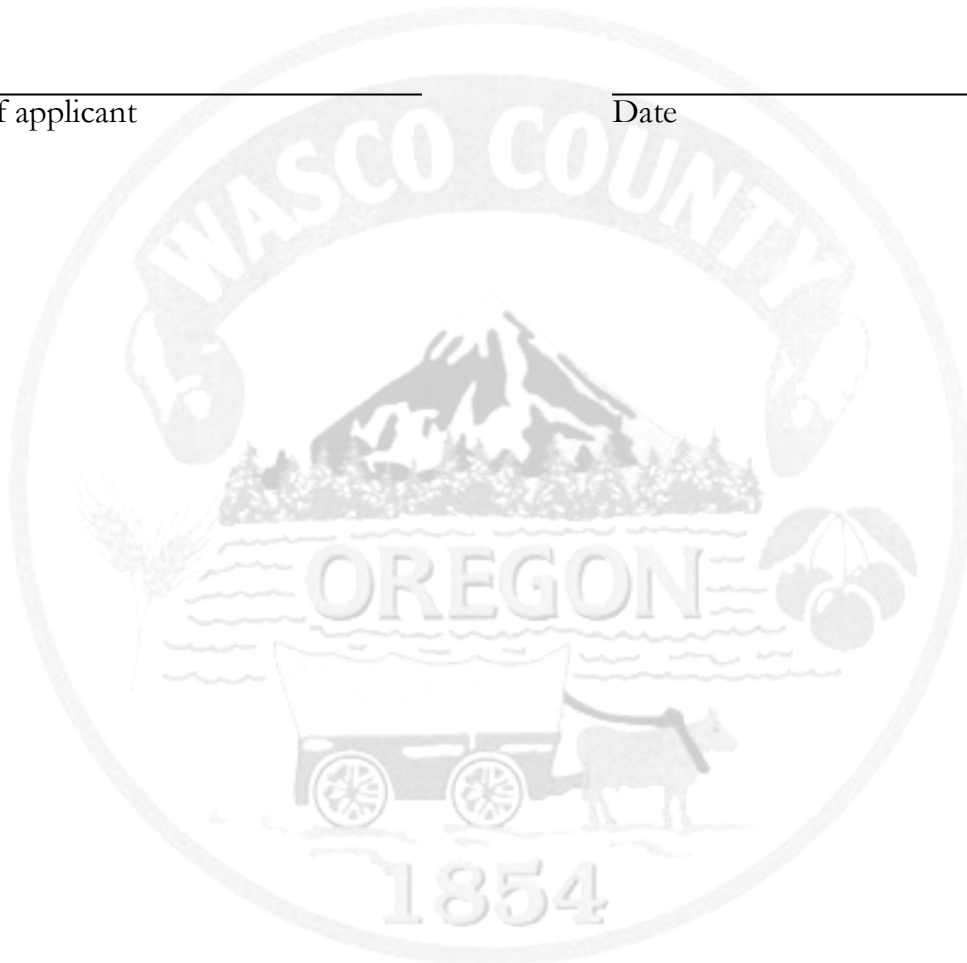
Source of cost estimate – attach bid, quote or other documentation of cost.

Dollar amount of financial assistance being requested: \$ _____

By signing below, Applicant acknowledges that County must consult with ODFW on location and deterrence method(s) applied before awards are given. Applicant agrees that if an award is mad, Applicant will cooperate with County and provide receipts and other follow-up information, documents or site reviews to assure that the techniques were implemented. Applicant may be asked to orally present financial assistance request to the Wasco County Wolf Depredation Compensation Committee.

Signature of applicant

Date



For Committee Use

Is there supporting material for decision? Yes No

Recommend funding? Yes No

Amount of funding recommended: \$ _____

Signature of Chair: _____ Date: _____

Wolf Compensation Committee
March 9, 2016 Meeting

In Attendance: Steve Kramer, Chair
Debra Lutje
Mike Filbin
Keith Nantz
Sherlene Bowen
Mike Urness
Brandon Ayers

USDA Grant

Chair Kramer announced that he had submitted a grant application for \$2,000 for non-lethal wolf management activities; he expects to hear soon whether or not Wasco County will be awarded any funds through the program. He went on to say that he has talked to the landfill which has agreed to work with the County for the removal of bone piles – they will charge \$20 per hole to bury the piles at their site.

Ms. Lutje asked if the funds can be used to pay for transportation of the carcasses. Chair Kramer replied that it would be a decision for the Committee.

Mr. Nantz said that it is unlikely that ranchers would use the landfill; they are more likely to take care of carcasses on their own. He noted that ranchers who run smaller livestock or live close to the landfill would probably be the only ones to use it.

Mr. Filbin said that the money might be put to better use.

Chair Kramer noted that the application was for the bone piles.

Further discussion continued about what might be paid for transportation costs and perhaps hiring a contractor to dig a hole on-site.

Mr. Nantz observed that this is a step toward demonstrating that we are doing our due diligence to address issues and will support future applications.

{{{Ms. Bowen moved to set the transportation rate at 50¢ per mile plus \$20 for carcass removal. Mr. Nantz seconded the motion which passed unananimously.}}}

Bylaws

Mr. Kramer asked the Committee members if they felt the need to create bylaws for the Committee.

Mr. Urness stated that he thinks the Committee can operate under Robert's Rules of Order; he thinks bylaws could unnecessarily complicate things. He said that under Robert's Rules, an uncooperative member can only be removed by the appointing authority.

Discussion of Removal of Debra Lutje from Wasco County Wolf Depredation Compensation Committee

Ms. Lutje stated that her letter in the paper generated a lot of response and did not get in the way of the committee getting work done.

Further discussion ensued. Committee members, with the exception of Ms. Lutje, were in consensus that Ms. Lutje should not have mentioned the Committee in her letter; they felt that it gave the impression that her opinion is the position of the Committee.

{{{Mr. Urness moved to recommend to the Board of County Commissioners that Debra Lutje be removed from the Wasco County Wolf Depredation Compensation Committee. Mr. Filbin seconded the motion. Motion passed by a four to two vote as follows:}}}

Steve Kramer, Chair	Abstained
Debra Lutje	Nay
Mike Filbin	Yay
Keith Nantz	Yay
Sherlene Bowen	Nay
Mike Urness	Yay
Brandon Ayers	Yay}}}

{{{Mr. Nantz moved to not have bylaws for the Wasco County Wolf Depredation Compensation Committee. Mr. Filbin seconded the motion which passed unanimously.}}}

Forms Review

*****The Committee members were in consensus to add to the existing Wolf Depredation Compensation forms, 50¢ a mile for transportation of carcasses to the Landfill plus \$20 payment of fee for the Landfill to dig a hole. *****

Mr. Ayers asked where we are with noticing ranchers that there are wolves in the area.

Jeremy Thompson, ODFW District Biologist, reported that these notifications are for areas with known wolf activity. Wasco County has seen only migrant animals; data is not typically available for those until they are gone from the area. There are currently no known resident wolves in Wasco County.

New Business

Mr. Urness stated that the measure to delist the wolf in Oregon is on the Governor's desk. He stated that there is pending judiciary action by environmentalist groups.

Discussion ensued regarding the available data for confirmed depredation. Mr. Thompson explained that it is very difficult to confirm unless you see the depredation happen – it just cannot be proven.

Mr. Urness said that letters to the Governor would probably be helpful in supporting the delisting of the wolf.

Mr. Thompson said that ranchers should call him directly with any sightings of wolfs or suspected depredation. He said that it is key to get out to the site for real time data. If there is a wolf, he wants to be sure to confirm the sighting and collar the animal for tracking.

The meeting was adjourned at 5:15 p.m.

Agenda Item
Public Works Contracts

- [IGA Creating the Oregon Association of County Engineers and Surveyors](#)
- [IGA Between Wasco County and Hood River County for County Surveyor Services](#)



Intergovernmental Agreement
creating the
Oregon Association of County Engineers and Surveyors

Section 1. Creation, purpose, voting membership, and governing body

(1) Upon execution of this agreement by at least 10 counties, there is hereby created an intergovernmental entity entitled the Oregon Association of County Engineers and Surveyors (hereafter “OACES”).

(2) The purpose of OACES is to promote public works activities, including the construction and maintenance of roads and appurtenances to recognized engineering standards in the counties; to promote the professional application of land surveying; to promote the ethical practices of the professions; and, by the exchange of ideas, give all counties in Oregon the advantages of these professions in all phases of county services.

(3) There are two divisions of OACES, the Public Works Division and the Surveyors Division. There shall be two voting members of OACES for each county that is a party to this agreement, one from each division. The voting member of the Public Works Division shall be the County Public Works Director, Engineer, Roadmaster, or designee. The voting member of the Surveyors Division shall be the County Surveyor or designee.

(4) The governing body of OACES shall consist of a Board of Directors of officers from among the membership, elected to those positions annually by the membership.

Section 2. Expenses, fees, accounting, personnel, term, and termination of party

(1) OACES shall be funded by annual dues paid by its members, and other financial resources obtained by OACES.

(2) The apportionment of dues shall be determined by the OACES membership, and all OACES revenue shall be accounted for by accounting and support services provided to OACES by intergovernmental agreement with the Association of Oregon Counties (AOC).

(3) OACES shall not have personnel.

(4) OACES shall not hold title to real property, but may acquire, own, and transfer personal property as necessary to carry out the purposes of OACES.

(5) The duration of this agreement is perpetual.

(6) Any party to this agreement may terminate their participation in this agreement upon 30 days’ notice to OACES and AOC. Any liabilities accrued prior to termination are shared equally with all parties.

Section 3. Bonds, installment purchases, bylaws, and taxes

(1) OACES shall not issue revenue bonds or enter into financing agreements.

(2) OACES shall not enter into agreements with vendors, trustees or escrow agents for the installment purchase or lease of real or personal property.

(3) OACES may adopt bylaws necessary to carry out its powers and duties under this agreement, including, but not limited, to, additional categories of non-voting members.

(4) OACES shall not levy taxes or issue general obligation bonds.

Section 4. Debts, liabilities, obligations, and termination

(1) The debts, liabilities and obligations of OACES shall be, jointly and severally, the debts, liabilities and obligations of the parties to this agreement that created OACES.

(2) No party to this agreement has assumed responsibility for any specific debts, liabilities or obligations of OACES.

(3) Any moneys collected by or credited to OACES shall not accrue to the benefit of private persons. Upon dissolution of OACES, title to all assets of OACES shall vest in the parties to this agreement as follows:

(a) Assets shall be divided equally among the parties to this agreement; and

(b) Outstanding indebtedness or other liabilities of OACES shall be divided equally among the parties to this agreement.

(4)(a) OACES may be terminated at any time by a vote of three-quarters of the parties to this agreement.

(b) OACES shall be automatically terminated if there remain less than 10 parties to this agreement.

Section 5. Execution in counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Baker County Date
Chair, Board of Commissioners

Lake County Date
Chair, Board of Commissioners

Benton County Date
Chair, Board of Commissioners

Lane County Date
Chair, Board of Commissioners

Clackamas County Date
Chair, Board of Commissioners

Lincoln County Date
Chair, Board of Commissioners

Clatsop County Date
Chair, Board of Commissioners

Linn County Date
Chair, Board of Commissioners

Columbia County Date
Chair, Board of Commissioners

Malheur County Date
County Judge, Malheur County Court

Coos County Date
Chair, Board of Commissioners

Marion County Date
Chair, Board of Commissioners

**INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO
COUNTY AND HOOD RIVER COUNTY**

This Agreement is by and between WASCO COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as “Wasco County,” and HOOD RIVER COUNTY, a home rule county of the state of Oregon, hereinafter referred to as “Hood River County.”

RECITALS

WHEREAS, ORS 204.005 requires the governing body of an Oregon county to appoint a County Surveyor; and

WHEREAS, a suitable County Surveyor is not readily available to act on behalf of Hood River County; and

WHEREAS, a prolonged period may be necessary for Hood River County to select and/or evaluate the work of a suitable County Surveyor and retain them on a permanent basis; and

WHEREAS, the need exists for Hood River County to appoint, employ, or otherwise retain County Surveyor services until such time a permanent replacement is retained; and

WHEREAS, Intergovernmental Agreements between Wasco County and Hood River County exist to allow for the exchange of such services; and

WHEREAS, the Road Surveyor of Wasco County meets the requirements of ORS 204.016 and ORS 209.115 to be appointed as County Surveyor within the State of Oregon; and

WHEREAS, the parties herein desire to exchange services on a continuing basis in the best interest of both counties.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Wasco County, through its Public Works Department Road Surveyor or any duly appointed Deputy, agrees to provide services in the capacity of County Surveyor to, and for the benefit of, Hood River County.

2. Services to be provided shall be those typically performed by the County Surveyor, including but not limited to; reviewing and providing comments for development applications; reviewing and approving Boundary Surveys, Partitions, Subdivisions, Condominiums, and other surveys; responding to general survey-related questions from county departments, other agencies, private surveyors and citizens; and keeping sufficient records of surveys filed with the County.
3. Subject to the availability of funds, Hood River County agrees to reimburse Wasco County for all time and materials expended while performing said services. A monthly statement shall be provided to the Hood River County Public Works Department by the 10th of each month specifying the time and materials to be reimbursed and the respective charge. Time shall be reimbursed at a rate of \$54.00 per hour. Payment shall be due and payable within twenty-one (21) days of receipt of statement.
4. Services shall be provided in accordance with all laws of the State of Oregon. The parties acknowledge that some services may be required by state law to be completed within a specified time; however, in the event that such services are needed in both counties to the extent that the requirements cannot be met, the parties agree that the needs within Wasco County shall take priority.
5. For the purpose of this Agreement, the counties are independent contractors. Nothing herein shall alter the employment status of any person providing services under this Agreement. Such persons shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. Hood River County shall not be responsible for the direct payment of any salaries, wages, compensation or benefits for employees of Wasco County.
6. This Agreement may be terminated by either party upon giving thirty (30) days written notice. Termination shall be without prejudice to any obligations or liabilities of either party accrued prior to termination.
7. Wasco County and Hood River County 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, indirectly or otherwise, to third persons.
8. All notices, correspondence, reports or request shall be either personally delivered, sent via first class mail, or emailed to the following addresses:

Brad Cross, Road Surveyor
Wasco County Public Works
2705 East 2nd Street
The Dalles, OR 97058
bradleyc@co.wasco.or.us

Mikel Diwan, Director
Hood River County Public Works
918 18th Street
Hood River, OR 97031
mikel.diwan@co.hood-river.or.us

Date: _____
WASCO COUNTY

Scott Hege, Commissioner Chair

Rod Runyon, Commissioner

Steve Kramer, Commissioner

Date: _____
HOOD RIVER COUNTY

Ron Rivers, Commission Chair

Maui Meyer, Commissioner

Les Perkins, Commissioner

Karen Joplin, Commissioner

Robert Benton, Commissioner

Agenda Item
Janitorial Services

- [Staff Memo](#)
- [Personal Services Agreement for 202 E. 5th Street](#)
- [Personal Services Agreement for 419 E. 7th Street](#)
- [Personal Services Agreement for 511 Washington Street](#)
- [Personal Services Agreement for 610 Court Street](#)
- [Personal Services Agreement for 2705 E. 2nd Street](#)



WASCO COUNTY

Facilities

Fred Davis
Facilities Operations Manager
511 Washington St.
Suite 101
The Dalles, OR 97058-1599
phone: 541-506-2553
fax: 541-506-2551
cel: 541-993-3280
e-mail-fredd@co.wasco.or.us

Feb 10, 2016

Price Quote Notes

Seeking pricing for janitorial service contract-

Placed calls to:

Elf Janitorial..... 541-397-0088

Did not return call

Jerry's Janitorial..... 541-298-1205

Did not return call

CleanNet USA (local contact)..... 503-708-8099

Submitted a quote (negotiated final copies attached)

**COUNTY OF WASCO
PERSONAL SERVICES CONTRACT
JANITORIAL- 202 East 5th Street**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and TSN, Inc., d/b/a CleanNet of the Northwest (Contractor). This Agreement shall be effective when signed by both parties.

RECITALS

- A Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall begin services on May 23, 2016. Payment shall not be made for any other services without the written agreement by the County.

Contractor shall provide the services described in Contractor's proposal (Exhibit A to this Agreement). Contractor may have contact with the public in the course of performing this Agreement and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the Agreement. The County may treat the failure to maintain good relations as a non-curable breach allowing the County to terminate the Agreement and to disqualify Contractor from future work for the County.

2. TERM

This Agreement shall expire, unless otherwise terminated or extended, on May 30, 2019. The Agreement may be extended for two additional one-year terms from May 30, 2019.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit A to this Agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. INDEMNIFICATION

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Ste 101
The Dalles, OR 97058
Business Phone: 541.506.2550
E-Mail: tylers@co.wasco.or.us

Contractor:

Paul Nikpour, Vice President
TSN, Inc.
10260 SW Greenburg, Ste 350
Portland, OR
Business Phone: 503.780.8099
E-Mail: pnikpour@cleannetusa.com

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, County shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If County terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

A. County may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

1. If County funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such

a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If County determines that termination of this Agreement is in the best interest of the County.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. County, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from County, fails to correct such failures within ten (10) days or such other period as County may authorize.

The rights and remedies of County provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If County terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by County due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by

Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

County shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither County nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of County to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the County Administrative Officer may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See Exhibit B.)

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

CLEANNET CLEANING SERVICE AGREEMENT

This is a cleaning agreement by and between TSN, Inc. d/b/a CleanNet of the Northwest (CleanNet) and Wasco County-Youth Services (Customer) located at: 202 E 5th Street The Dalles, OR 97058. In this Agreement, "CleanNet" also means the independent franchise operator providing services hereunder.

CleanNet will provide janitorial services to Customer per the attached proposal and per the following terms:

I. SERVICE CHARGE: CleanNet's monthly service charge will be **\$97.43 (Based on 1 Man-Hour per Service on Fridays. Total Man-Hours per Week = 1 Man-Hours)** for cleaning services per the attached specifications ("Janitorial Cleaning Procedures" Dated April 20, 2010), plus any additional fees for paper products as indicated below plus the applicable taxes. In the event of an increase in the applicable minimum or prevailing wage, an adjustment or increases to the Service Charge would be negotiable and have to be mutually agreed to by Customer, CleanNet, and Franchisee in writing and signed by all parties.

II. CHEMICALS & EQUIPMENT: CleanNet will provide all equipment and OSHA approved cleaning chemicals to clean the premises per attached specifications.

III. OPTIONS FOR PAPER PRODUCTS:

- Option 1:** CleanNet can provide and include for the facility hand towels, trash liners, toilet paper and hand soap on a monthly basis for an additional cost of \$N/A per month. **OR**
- Option 2:** CleanNet can provide the hand towels, trash liners, toilet paper and hand soap to the facility and bill the facility per their use. **OR**
- Option 3:** Customer provides its own hand towels, trash liners, toilet paper and hand soap, for restocking.

Paper product invoices may be assessed after 90 days and the price may be adjusted accordingly, as agreed upon by both parties.

IV. FREQUENCY OF SERVICE: CleanNet's services are to be performed on a **1 time per week basis**, excluding six holidays recognized by CleanNet: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Service days are: FRI

Covered areas: Please Refer to "Janitorial Cleaning Procedures" Dated April 20, 2010.

V. SPECIAL SERVICES: In addition to regular janitorial services, CleanNet upon notification by your company agrees to provide the following additional services to your premises at an additional cost of: Stripping and Waxing of floors: **\$0.33** per/sq. foot strip and wax as needed (not included in monthly service charge). Carpet Cleaning is: **\$0.18** per/sq. foot extraction method as needed (not included in monthly service charge). Minimum charge for any of the above services will be two hundred dollars (\$200).

VI. PERFORMANCE: CleanNet will assign the janitorial services duties under this Agreement to an authorized, trained, insured and bonded CleanNet USA™ franchisee. The franchisee shall thereafter have the rights and obligations of a party to this Agreement. The Customer may make a written request for a change of franchisee for poor service or breach by the franchisee of any term of this Agreement.

CLEANNET CLEANING SERVICE AGREEMENT

VII. DURATION OF AGREEMENT: This Agreement and all service charges stated in this Agreement are valid for three years and will be automatically extended and renewed every three years thereafter on the anniversary date based on same terms and conditions, unless one of the parties gives written notice of termination at least thirty (30) days prior to such anniversary date. If termination notice is given timely, this Agreement will expire at midnight of anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out in section VIII below. Should changes occur in the work schedule, frequency of service and occupied square footage of premises, then the monthly service charge will be adjusted accordingly. However, any adjustment to this contract would have to be mutually agreed to by your company and CleanNet in writing and signed by both parties. CleanNet will bill its service charge on a monthly basis. Customer agrees to pay CleanNet the total amount due under the terms of this Agreement at the end of the month (Due Date) for that month (by way of example, for services performed during the month of March, payment is due on or before March 31). Customer also agrees to pay any sales or use tax levied by any taxing authority on the value of services provided or supplies purchased. Payments not received within thirty (30) days past the Due Date are considered late. Interest on late payments will accrue at a rate of 1.5% monthly.

In the event of default on payments, Customer agrees to pay CleanNet's reasonable attorney fees and collection costs. Jurisdiction and venue for any action under this Agreement shall be in the state and county where CleanNet's office is located.

VIII. TERMINATION/CONTRACT: In the event CleanNet does not perform the services in a satisfactory manner, Customer shall give verbal and written notification giving details of the performance deficiency. CleanNet shall have thirty (30) days after receipt of such notice to cure the deficiency, and Customer and CleanNet shall meet on location to determine whether cure has been effected. If CleanNet has not cured the deficiency within the thirty (30) days (default period), then Customer shall have the right to terminate this Agreement by giving CleanNet thirty (30) days' written notice from the end of the default period. CleanNet reserves the right to terminate this Agreement upon thirty (30) days' prior written notice, with or without cause, or immediately for non-payment by Customer.

IX. PERSONNEL: Customer agrees that during term of this Agreement and for ninety (90) days thereafter, Customer will not employ, or permit to be employed, any person who has performed services under this Agreement at Customer's location, including specifically any employees of the CleanNet franchisee performing services hereunder.

WE AGREE TO THE TERMS OF THIS AGREEMENT

WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

_____/ /
Rod Runyon, Chair of Commission

APPROVED AS TO FORM:

_____/ /
Kristan Cambell,
Wasco County Council (Timmons Law)

Start Date: / /

TSN, Inc. D/B/A CleanNet of the Northwest

Signed by: 
Paul Nikpour, Executive VP, (503) 780-8099
pnikpour@cleannetusa.com

Date Signed: 04/13/16
Fax: (503) 210-0344

EXHIBIT B
RELEVANT PROVISIONS OF ORS CHAPTER 2798

2798.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

2798.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

2798.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 2798.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**COUNTY OF WASCO
PERSONAL SERVICES CONTRACT
JANITORIAL- 419 East 7th Street**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and TSN, Inc., d/b/a CleanNet of the Northwest (Contractor). This Agreement shall be effective when signed by both parties.

RECITALS

- A Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall begin services on May 23, 2016. Payment shall not be made for any other services without the written agreement by the County.

Contractor shall provide the services described in Contractor's proposal (Exhibit A to this Agreement). Contractor may have contact with the public in the course of performing this Agreement and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the Agreement. The County may treat the failure to maintain good relations as a non-curable breach allowing the County to terminate the Agreement and to disqualify Contractor from future work for the County.

2. TERM

This Agreement shall expire, unless otherwise terminated or extended, on May 30, 2019. The Agreement may be extended for two additional one-year terms from May 30, 2019.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit A to this Agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. INDEMNIFICATION

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Ste 101
The Dalles, OR 97058
Business Phone: 541.506.2550
E-Mail: tylers@co.wasco.or.us

Contractor:

Paul Nikpour, Vice President
TSN, Inc.
10260 SW Greenburg, Ste 350
Portland, OR
Business Phone: 503.780.8099
E-Mail: pnikpour@cleannetusa.com

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

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2. If federal or state regulations or guidelines are modified, changed, or interpreted in such

a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If County determines that termination of this Agreement is in the best interest of the County.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. County, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from County, fails to correct such failures within ten (10) days or such other period as County may authorize.

The rights and remedies of County provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If County terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by County due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by

Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

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County shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

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Neither County nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of County to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the County Administrative Officer may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See Exhibit B.)

WASCO COUNTY BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

Approved as to form: _____
Kristen Campbell, Wasco County Counsel

CLEANNET CLEANING SERVICE AGREEMENT

This is a cleaning agreement by and between TSN, Inc. d/b/a CleanNet of the Northwest (CleanNet) and Wasco County-Public Health (Customer) located at: 419th E 7th Street The Dalles, OR 97058. In this Agreement, "CleanNet" also means the independent franchise operator providing services hereunder.

CleanNet will provide janitorial services to Customer per the attached proposal and per the following terms:

I. SERVICE CHARGE: CleanNet's monthly service charge will be **\$1,266.53 (Based on 2 Man-Hours per Service on Mondays/Wednesdays/Fridays & 3.5 Man-Hours per Service on Tuesdays/Thursdays. Total Man-Hours per Week = 13 Man-Hours)** for cleaning services per the attached specifications ("Janitorial Cleaning Procedures" Dated April 20, 2010), plus any additional fees for paper products as indicated below plus the applicable taxes. In the event of an increase in the applicable minimum or prevailing wage, an adjustment or increases to the Service Charge would be negotiable and have to be mutually agreed to by Customer, CleanNet, and Franchisee in writing and signed by all parties.

II. CHEMICALS & EQUIPMENT: CleanNet will provide all equipment and OSHA approved cleaning chemicals to clean the premises per attached specifications.

III. OPTIONS FOR PAPER PRODUCTS:

- Option 1:** CleanNet can provide and include for the facility hand towels, trash liners, toilet paper and hand soap on a monthly basis for an additional cost of \$N/A per month. **OR**
- Option 2:** CleanNet can provide the hand towels, trash liners, toilet paper and hand soap to the facility and bill the facility per their use. **OR**
- Option 3:** Customer provides its own hand towels, trash liners, toilet paper and hand soap, for restocking.

Paper product invoices may be assessed after 90 days and the price may be adjusted accordingly, as agreed upon by both parties.

IV. FREQUENCY OF SERVICE: CleanNet's services are to be performed on a **5 times per week basis**, excluding six holidays recognized by CleanNet: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Service days are: MON TUE WED THU FRI

Covered areas: Please Refer to "Janitorial Cleaning Procedures" Dated April 20, 2010.

V. SPECIAL SERVICES: In addition to regular janitorial services, CleanNet upon notification by your company agrees to provide the following additional services to your premises at an additional cost of: Stripping and Waxing of floors: **\$0.33** per/sq. foot strip and wax as needed (not included in monthly service charge). Carpet Cleaning is: **\$0.18** per/sq. foot extraction method as needed (not included in monthly service charge). Minimum charge for any of the above services will be two hundred dollars (\$200).

VI. PERFORMANCE: CleanNet will assign the janitorial services duties under this Agreement to an authorized, trained, insured and bonded CleanNet USA™ franchisee. The franchisee shall thereafter have the rights and obligations of a party to this Agreement. The Customer may make a written request for a change of franchisee for poor service or breach by the franchisee of any term of this Agreement.

CLEANNET CLEANING SERVICE AGREEMENT

VII. DURATION OF AGREEMENT: This Agreement and all service charges stated in this Agreement are valid for three years and will be automatically extended and renewed every three years thereafter on the anniversary date based on same terms and conditions, unless one of the parties gives written notice of termination at least thirty (30) days prior to such anniversary date. If termination notice is given timely, this Agreement will expire at midnight of anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out in section VIII below. Should changes occur in the work schedule, frequency of service and occupied square footage of premises, then the monthly service charge will be adjusted accordingly. However, any adjustment to this contract would have to be mutually agreed to by your company and CleanNet in writing and signed by both parties. CleanNet will bill its service charge on a monthly basis. Customer agrees to pay CleanNet the total amount due under the terms of this Agreement at the end of the month (Due Date) for that month (by way of example, for services performed during the month of March, payment is due on or before March 31). Customer also agrees to pay any sales or use tax levied by any taxing authority on the value of services provided or supplies purchased. Payments not received within thirty (30) days past the Due Date are considered late. Interest on late payments will accrue at a rate of 1.5% monthly.

In the event of default on payments, Customer agrees to pay CleanNet's reasonable attorney fees and collection costs. Jurisdiction and venue for any action under this Agreement shall be in the state and county where CleanNet's office is located.

VIII. TERMINATION/CONTRACT: In the event CleanNet does not perform the services in a satisfactory manner, Customer shall give verbal and written notification giving details of the performance deficiency. CleanNet shall have thirty (30) days after receipt of such notice to cure the deficiency, and Customer and CleanNet shall meet on location to determine whether cure has been effected. If CleanNet has not cured the deficiency within the thirty (30) days (default period), then Customer shall have the right to terminate this Agreement by giving CleanNet thirty (30) days' written notice from the end of the default period. CleanNet reserves the right to terminate this Agreement upon thirty (30) days' prior written notice, with or without cause, or immediately for non-payment by Customer.

IX. PERSONNEL: Customer agrees that during term of this Agreement and for ninety (90) days thereafter, Customer will not employ, or permit to be employed, any person who has performed services under this Agreement at Customer's location, including specifically any employees of the CleanNet franchisee performing services hereunder.

WE AGREE TO THE TERMS OF THIS AGREEMENT

WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

_____/ /
Rod Runyon, Chair of Commission

APPROVED AS TO FORM:

_____/ /
Kristan Cambell,
Wasco County Council (Timmons Law)

Start Date: ____/____/____

TSN, Inc. D/B/A CleanNet of the Northwest

Signed by: 
Paul Nikpour, Executive VP, (503) 780-8099
pnikpour@cleannetusa.com

Date Signed: 04/13/16
Fax: (503) 210-0344

EXHIBIT B
RELEVANT PROVISIONS OF ORS CHAPTER 2798

2798.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

2798.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

2798.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 2798.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**COUNTY OF WASCO
PERSONAL SERVICES CONTRACT
JANITORIAL- 511 Washington Street**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and TSN, Inc., d/b/a CleanNet of the Northwest (Contractor). This Agreement shall be effective when signed by both parties.

RECITALS

- A Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall begin services on May 23, 2016. Payment shall not be made for any other services without the written agreement by the County.

Contractor shall provide the services described in Contractor's proposal (Exhibit A to this Agreement). Contractor may have contact with the public in the course of performing this Agreement and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the Agreement. The County may treat the failure to maintain good relations as a non-curable breach allowing the County to terminate the Agreement and to disqualify Contractor from future work for the County.

2. TERM

This Agreement shall expire, unless otherwise terminated or extended, on May 30, 2019. The Agreement may be extended for two additional one-year terms from May 30, 2019.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit A to this Agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. INDEMNIFICATION

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Ste 101
The Dalles, OR 97058
Business Phone: 541.506.2550
E-Mail: tylers@co.wasco.or.us

Contractor:

Paul Nikpour, Vice President
TSN, Inc.
10260 SW Greenburg, Ste 350
Portland, OR
Business Phone: 503.780.8099
E-Mail: pnikpour@cleannetusa.com

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, County shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If County terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

A. County may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

1. If County funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such

a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If County determines that termination of this Agreement is in the best interest of the County.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. County, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from County, fails to correct such failures within ten (10) days or such other period as County may authorize.

The rights and remedies of County provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If County terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by County due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by

Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

County shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither County nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of County to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the County Administrative Officer may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See Exhibit B.)

WASCO COUNTY BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

Approved as to form: _____
Kristen Campbell, Wasco County Counsel

CLEANNET CLEANING SERVICE AGREEMENT

This is a cleaning agreement by and between TSN, Inc. d/b/a CleanNet of the Northwest (CleanNet) and Wasco County-Courthouse (Customer) located at: 511 Washington Street The Dalles, OR 97058. In this Agreement, "CleanNet" also means the independent franchise operator providing services hereunder.

CleanNet will provide janitorial services to Customer per the attached proposal and per the following terms:

I. SERVICE CHARGE: CleanNet's monthly service charge will be **\$2,825.33 (Based on 5 Man-Hours per Service on Mondays/Wednesdays/Fridays & 7 Man-Hours per Service on Tuesdays/Thursdays. Total Man-Hours per Week = 29 Man-Hours)** for cleaning services per the attached specifications ("Janitorial Cleaning Procedures" Dated April 20, 2010), plus any additional fees for paper products as indicated below plus the applicable taxes. In the event of an increase in the applicable minimum or prevailing wage, an adjustment or increases to the Service Charge would be negotiable and have to be mutually agreed to by Customer, CleanNet, and Franchisee in writing and signed by all parties.

II. CHEMICALS & EQUIPMENT: CleanNet will provide all equipment and OSHA approved cleaning chemicals to clean the premises per attached specifications.

III. OPTIONS FOR PAPER PRODUCTS:

- Option 1:** CleanNet can provide and include for the facility hand towels, trash liners, toilet paper and hand soap on a monthly basis for an additional cost of \$N/A per month. **OR**
- Option 2:** CleanNet can provide the hand towels, trash liners, toilet paper and hand soap to the facility and bill the facility per their use. **OR**
- Option 3:** Customer provides its own hand towels, trash liners, toilet paper and hand soap, for restocking.

Paper product invoices may be assessed after 90 days and the price may be adjusted accordingly, as agreed upon by both parties.

IV. FREQUENCY OF SERVICE: CleanNet's services are to be performed on a **5 times per week basis**, excluding six holidays recognized by CleanNet: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Service days are: **MON TUE WED THU FRI**

Covered areas: Please Refer to "Janitorial Cleaning Procedures" Dated April 20, 2010.

V. SPECIAL SERVICES: In addition to regular janitorial services, CleanNet upon notification by your company agrees to provide the following additional services to your premises at an additional cost of: Stripping and Waxing of floors: **\$0.33** per/sq. foot strip and wax as needed (not included in monthly service charge). Carpet Cleaning is: **\$0.18** per/sq. foot extraction method as needed (not included in monthly service charge). Minimum charge for any of the above services will be two hundred dollars (\$200).

VI. PERFORMANCE: CleanNet will assign the janitorial services duties under this Agreement to an authorized, trained, insured and bonded CleanNet USA™ franchisee. The franchisee shall thereafter have the rights and obligations of a party to this Agreement. The Customer may make a written request for a change of franchisee for poor service or breach by the franchisee of any term of this Agreement.

CLEANNET CLEANING SERVICE AGREEMENT

VII. DURATION OF AGREEMENT: This Agreement and all service charges stated in this Agreement are valid for three years and will be automatically extended and renewed every three years thereafter on the anniversary date based on same terms and conditions, unless one of the parties gives written notice of termination at least thirty (30) days prior to such anniversary date. If termination notice is given timely, this Agreement will expire at midnight of anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out in section VIII below. Should changes occur in the work schedule, frequency of service and occupied square footage of premises, then the monthly service charge will be adjusted accordingly. However, any adjustment to this contract would have to be mutually agreed to by your company and CleanNet in writing and signed by both parties. CleanNet will bill its service charge on a monthly basis. Customer agrees to pay CleanNet the total amount due under the terms of this Agreement at the end of the month (Due Date) for that month (by way of example, for services performed during the month of March, payment is due on or before March 31). Customer also agrees to pay any sales or use tax levied by any taxing authority on the value of services provided or supplies purchased. Payments not received within thirty (30) days past the Due Date are considered late. Interest on late payments will accrue at a rate of 1.5% monthly.

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IX. PERSONNEL: Customer agrees that during term of this Agreement and for ninety (90) days thereafter, Customer will not employ, or permit to be employed, any person who has performed services under this Agreement at Customer's location, including specifically any employees of the CleanNet franchisee performing services hereunder.

WE AGREE TO THE TERMS OF THIS AGREEMENT

WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

_____/ /
Rod Runyon, Chair of Commission

APPROVED AS TO FORM:

_____/ /
Kristan Cambell,
Wasco County Council (Timmons Law)

Start Date: ____/____/____

TSN, Inc. D/B/A CleanNet of the Northwest

Signed by: 
Paul Nikpour, Executive VP, (503) 780-8099
pnikpour@cleannetusa.com

Date Signed: 04/13/16
Fax: (503) 210-0344

EXHIBIT B
RELEVANT PROVISIONS OF ORS CHAPTER 2798

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2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
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2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 2798.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**COUNTY OF WASCO
PERSONAL SERVICES CONTRACT
JANITORIAL- 610 COURT STREET**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and TSN, Inc., d/b/a CleanNet of the Northwest (Contractor). This Agreement shall be effective when signed by both parties.

RECITALS

- A Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.

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Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. INDEMNIFICATION

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Ste 101
The Dalles, OR 97058
Business Phone: 541.506.2550
E-Mail: tylers@co.wasco.or.us

Contractor:

Paul Nikpour, Vice President
TSN, Inc.
10260 SW Greenburg, Ste 350
Portland, OR
Business Phone: 503.780.8099
E-Mail: pnikpour@cleannetusa.com

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, County shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If County terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

A. County may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

1. If County funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.

2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If County determines that termination of this Agreement is in the best interest of the County.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. County, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from County, fails to correct such failures within ten (10) days or such other period as County may authorize.

The rights and remedies of County provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If County terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by County due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by

Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

County shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither County nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of County to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the County Administrative Officer may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See Exhibit B.)

WASCO COUNTY BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

Approved as to form: _____
Kristen Campbell, Wasco County Counsel

CLEANNET CLEANING SERVICE AGREEMENT

This is a cleaning agreement by and between **TSN, Inc. d/b/a CleanNet of the Northwest (CleanNet)** and **Wasco County-CCF Building (Customer)** located at: **610 Court Street The Dalles, OR 97058**. In this Agreement, "CleanNet" also means the independent franchise operator providing services hereunder.

CleanNet will provide janitorial services to Customer per the attached proposal and per the following terms:

I. SERVICE CHARGE: CleanNet's monthly service charge will be **\$97.43 (Based on 1 Man-Hour per Service on Fridays. Total Man-Hours per Week = 1 Man-Hour)** for cleaning services per the attached specifications ("Janitorial Cleaning Procedures" Dated April 20, 2010), plus any additional fees for paper products as indicated below plus the applicable taxes. In the event of an increase in the applicable minimum or prevailing wage, an adjustment or increases to the Service Charge would be negotiable and have to be mutually agreed to by Customer, CleanNet, and Franchisee in writing and signed by all parties.

II. CHEMICALS & EQUIPMENT: CleanNet will provide all equipment and OSHA approved cleaning chemicals to clean the premises per attached specifications.

III. OPTIONS FOR PAPER PRODUCTS:

- Option 1:** CleanNet can provide and include for the facility hand towels, trash liners, toilet paper and hand soap on a monthly basis for an additional cost of \$N/A per month. **OR**
- Option 2:** CleanNet can provide the hand towels, trash liners, toilet paper and hand soap to the facility and bill the facility per their use. **OR**
- Option 3:** Customer provides its own hand towels, trash liners, toilet paper and hand soap, for restocking.

Paper product invoices may be assessed after 90 days and the price may be adjusted accordingly, as agreed upon by both parties.

IV. FREQUENCY OF SERVICE: CleanNet's services are to be performed on a **1 time per week basis**, excluding six holidays recognized by CleanNet: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Service days are: **FRI**

Covered areas: Please Refer to "Janitorial Cleaning Procedures" Dated April 20, 2010.

Note: The Trash is Hauled Back to the Dumpster at the Courthouse.

V. SPECIAL SERVICES: In addition to regular janitorial services, CleanNet upon notification by your company agrees to provide the following additional services to your premises at an additional cost of: Stripping and Waxing of floors: **\$0.33** per/sq. foot strip and wax as needed (not included in monthly service charge). Carpet Cleaning is: **\$0.18** per/sq. foot extraction method as needed (not included in monthly service charge). Minimum charge for any of the above services will be two hundred dollars (\$200).

VI. PERFORMANCE: CleanNet will assign the janitorial services duties under this Agreement to an authorized, trained, insured and bonded CleanNet USA™ franchisee. The franchisee shall thereafter have the rights and obligations of a party to this Agreement. The Customer may make a written request for a change of franchisee for poor service or breach by the franchisee of any term of this Agreement.

CLEANNET CLEANING SERVICE AGREEMENT

VII. DURATION OF AGREEMENT: This Agreement and all service charges stated in this Agreement are valid for three years and will be automatically extended and renewed every three years thereafter on the anniversary date based on same terms and conditions, unless one of the parties gives written notice of termination at least thirty (30) days prior to such anniversary date. If termination notice is given timely, this Agreement will expire at midnight of anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out in section VIII below. Should changes occur in the work schedule, frequency of service and occupied square footage of premises, then the monthly service charge will be adjusted accordingly. However, any adjustment to this contract would have to be mutually agreed to by your company and CleanNet in writing and signed by both parties. CleanNet will bill its service charge on a monthly basis. Customer agrees to pay CleanNet the total amount due under the terms of this Agreement at the end of the month (Due Date) for that month (by way of example, for services performed during the month of March, payment is due on or before March 31). Customer also agrees to pay any sales or use tax levied by any taxing authority on the value of services provided or supplies purchased. Payments not received within thirty (30) days past the Due Date are considered late. Interest on late payments will accrue at a rate of 1.5% monthly.

In the event of default on payments, Customer agrees to pay CleanNet's reasonable attorney fees and collection costs. Jurisdiction and venue for any action under this Agreement shall be in the state and county where CleanNet's office is located.

VIII. TERMINATION/CONTRACT: In the event CleanNet does not perform the services in a satisfactory manner, Customer shall give verbal and written notification giving details of the performance deficiency. CleanNet shall have thirty (30) days after receipt of such notice to cure the deficiency, and Customer and CleanNet shall meet on location to determine whether cure has been effected. If CleanNet has not cured the deficiency within the thirty (30) days (default period), then Customer shall have the right to terminate this Agreement by giving CleanNet thirty (30) days' written notice from the end of the default period. CleanNet reserves the right to terminate this Agreement upon thirty (30) days' prior written notice, with or without cause, or immediately for non-payment by Customer.

IX. PERSONNEL: Customer agrees that during term of this Agreement and for ninety (90) days thereafter, Customer will not employ, or permit to be employed, any person who has performed services under this Agreement at Customer's location, including specifically any employees of the CleanNet franchisee performing services hereunder.

WE AGREE TO THE TERMS OF THIS AGREEMENT

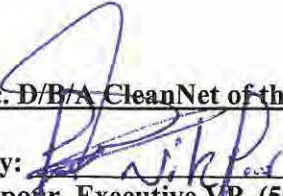
WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

_____/ /
Rod Runyon, Chair of Commission

APPROVED AS TO FORM:

_____/ /
Kristan Cambell,
Wasco County Council (Timmons Law)

Start Date: ____/ __/ __

TSN, Inc. D/B/A CleanNet of the Northwest
Signed by: 
Paul Nikpour, Executive VP, (503) 780-8099
pnikpour@cleannetusa.com

Date Signed: 04/13/16
Fax: (503) 210-0344

EXHIBIT B
RELEVANT PROVISIONS OF ORS CHAPTER 2798

2798.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

2798.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

2798.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 2798.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**COUNTY OF WASCO
PERSONAL SERVICES CONTRACT
JANITORIAL- 2705 East 2nd Street**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and TSN, Inc., d/b/a CleanNet of the Northwest (Contractor). This Agreement shall be effective when signed by both parties.

RECITALS

- A Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall begin services on May 23, 2016. Payment shall not be made for any other services without the written agreement by the County.

Contractor shall provide the services described in Contractor's proposal (Exhibit A to this Agreement). Contractor may have contact with the public in the course of performing this Agreement and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the Agreement. The County may treat the failure to maintain good relations as a non-curable breach allowing the County to terminate the Agreement and to disqualify Contractor from future work for the County.

2. TERM

This Agreement shall expire, unless otherwise terminated or extended, on May 30, 2019. The Agreement may be extended for two additional one-year terms from May 30, 2019.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit A to this Agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. INDEMNIFICATION

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Ste 101
The Dalles, OR 97058
Business Phone: 541.506.2550
E-Mail: tylers@co.wasco.or.us

Contractor:

Paul Nikpour, Vice President
TSN, Inc.
10260 SW Greenburg, Ste 350
Portland, OR
Business Phone: 503.780.8099
E-Mail: pnikpour@cleannetusa.com

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, County shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If County terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

A. County may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

1. If County funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such

a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If County determines that termination of this Agreement is in the best interest of the County.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. County, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from County, fails to correct such failures within ten (10) days or such other period as County may authorize.

The rights and remedies of County provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If County terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by County due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by

Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

County shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither County nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of County to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the County Administrative Officer may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See Exhibit B.)

WASCO COUNTY BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

Approved as to form: _____
Kristen Campbell, Wasco County Counsel

CLEANNET CLEANING SERVICE AGREEMENT

This is a cleaning agreement by and between TSN, Inc. d/b/a CleanNet of the Northwest (CleanNet) and Wasco County-Public Works (Customer) located at: 2705 E 2nd Street The Dalles, OR 97058. In this Agreement, "CleanNet" also means the independent franchise operator providing services hereunder.

CleanNet will provide janitorial services to Customer per the attached proposal and per the following terms:

I. SERVICE CHARGE: CleanNet's monthly service charge will be **\$2,192.06 (Based on 7.5 Man-Hours Per Service. Total Man-Hours per Week = 22.5 Man-Hours)** for cleaning services per the attached specifications ("Janitorial Cleaning Procedures" Dated April 20, 2010), plus any additional fees for paper products as indicated below plus the applicable taxes. In the event of an increase in the applicable minimum or prevailing wage, an adjustment or increases to the Service Charge would be negotiable and have to be mutually agreed to by Customer, CleanNet, and Franchisee in writing and signed by all parties.

II. CHEMICALS & EQUIPMENT: CleanNet will provide all equipment and OSHA approved cleaning chemicals to clean the premises per attached specifications.

III. OPTIONS FOR PAPER PRODUCTS:

- Option 1:** CleanNet can provide and include for the facility hand towels, trash liners, toilet paper and hand soap on a monthly basis for an additional cost of \$N/A per month. **OR**
- Option 2:** CleanNet can provide the hand towels, trash liners, toilet paper and hand soap to the facility and bill the facility per their use. **OR**
- Option 3:** Customer provides its own hand towels, trash liners, toilet paper and hand soap, for restocking.

Paper product invoices may be assessed after 90 days and the price may be adjusted accordingly, as agreed upon by both parties.

IV. FREQUENCY OF SERVICE: CleanNet's services are to be performed on a **3 times per week basis**, excluding six holidays recognized by CleanNet: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Service days are: **MON** **WED** **FRI**

Covered areas: Please Refer to "Janitorial Cleaning Procedures" Dated April 20, 2010.

V. SPECIAL SERVICES: In addition to regular janitorial services, CleanNet upon notification by your company agrees to provide the following additional services to your premises at an additional cost of: Stripping and Waxing of floors: **\$0.33** per/sq. foot strip and wax as needed (not included in monthly service charge). Carpet Cleaning is: **\$0.18** per/sq. foot extraction method as needed (not included in monthly service charge). Minimum charge for any of the above services will be two hundred dollars (\$200).

VI. PERFORMANCE: CleanNet will assign the janitorial services duties under this Agreement to an authorized, trained, insured and bonded CleanNet USA™ franchisee. The franchisee shall thereafter have the rights and obligations of a party to this Agreement. The Customer may make a written request for a change of franchisee for poor service or breach by the franchisee of any term of this Agreement.

CLEANNET CLEANING SERVICE AGREEMENT

VII. DURATION OF AGREEMENT: This Agreement and all service charges stated in this Agreement are valid for three years and will be automatically extended and renewed every three years thereafter on the anniversary date based on same terms and conditions, unless one of the parties gives written notice of termination at least thirty (30) days prior to such anniversary date. If termination notice is given timely, this Agreement will expire at midnight of anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out in section VIII below. Should changes occur in the work schedule, frequency of service and occupied square footage of premises, then the monthly service charge will be adjusted accordingly. However, any adjustment to this contract would have to be mutually agreed to by your company and CleanNet in writing and signed by both parties. CleanNet will bill its service charge on a monthly basis. Customer agrees to pay CleanNet the total amount due under the terms of this Agreement at the end of the month (Due Date) for that month (by way of example, for services performed during the month of March, payment is due on or before March 31). Customer also agrees to pay any sales or use tax levied by any taxing authority on the value of services provided or supplies purchased. Payments not received within thirty (30) days past the Due Date are considered late. Interest on late payments will accrue at a rate of 1.5% monthly.

In the event of default on payments, Customer agrees to pay CleanNet's reasonable attorney fees and collection costs. Jurisdiction and venue for any action under this Agreement shall be in the state and county where CleanNet's office is located.

VIII. TERMINATION/CONTRACT: In the event CleanNet does not perform the services in a satisfactory manner, Customer shall give verbal and written notification giving details of the performance deficiency. CleanNet shall have thirty (30) days after receipt of such notice to cure the deficiency, and Customer and CleanNet shall meet on location to determine whether cure has been effected. If CleanNet has not cured the deficiency within the thirty (30) days (default period), then Customer shall have the right to terminate this Agreement by giving CleanNet thirty (30) days' written notice from the end of the default period. CleanNet reserves the right to terminate this Agreement upon thirty (30) days' prior written notice, with or without cause, or immediately for non-payment by Customer.

IX. PERSONNEL: Customer agrees that during term of this Agreement and for ninety (90) days thereafter, Customer will not employ, or permit to be employed, any person who has performed services under this Agreement at Customer's location, including specifically any employees of the CleanNet franchisee performing services hereunder.

WE AGREE TO THE TERMS OF THIS AGREEMENT

WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

_____/ /
Rod Runyon, Chair of Commission

APPROVED AS TO FORM:

_____/ /
Kristan Cambell,
Wasco County Council (Timmons Law)

Start Date: ____/____/____

TSN, Inc. D/B/A CleanNet of the Northwest

Signed by: 
Paul Nikpour, Executive VP, (503) 780-8099
pnikpour@cleannetusa.com

Date Signed: 04/13/16
Fax: (503) 210-0344

EXHIBIT B
RELEVANT PROVISIONS OF ORS CHAPTER 2798

2798.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

2798.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

2798.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 2798.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Agenda Item
Assessment & Taxation IGAs

- [IGA for Tax Map Maintenance and GIS](#)
- [IGA for Tax Remapping Work](#)

**INTERGOVERNMENTAL AGREEMENT
FOR
TAX MAP MAINTENANCE
AND
GEOGRAPHIC INFORMATION SYSTEMS**

April 8, 2016

A. Purpose:

This Agreement is entered into between Lane County and Wasco County. Lane and Wasco Counties are each political subdivisions of the State of Oregon and units of local government as defined by ORS 190.003. Lane County and Wasco County have entered into this Agreement for the purpose of providing the most cost effective tax map maintenance and geographic information systems (GIS) services on behalf of their respective Citizens.

B. Recitals:

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS, Lane and Wasco County have the authority to perform the functions and activities set forth in the Agreement, and

WHEREAS, Wasco County has need for tax map maintenance and geographic information systems (GIS) services, and

WHEREAS, Lane County has ability to, and experience in, providing tax map maintenance and geographic information systems (GIS) services, and

WHEREAS, there are increased efficiencies through intergovernmental cooperation benefitting both Wasco and Lane County,

C. Now therefore, Wasco County and Lane County agree as follows:

1. Wasco County will pay Lane County for services performed. The specific amounts to be paid and the timing of the payments are to be defined by the attached Statement of Work. During the term of this Agreement the total amount paid by Wasco County is not to exceed \$49,999.
2. Lane County will perform the technology services defined by the attached Statement of Work.

3. Wasco County will provide funding and personnel necessary to successfully implement the technology services furnished by Lane County in accordance with the attached Statement of Work.
4. Prior to January 1 of each year during the term of this Agreement and as a part of annual budget preparation, Wasco County will make a good faith effort to estimate needed technology services and Lane County will make a good faith effort to estimate service costs for the immediately following fiscal year. These estimates will be nonbinding.

D. Term & Termination:

This Agreement is effective when signed by both Lane and Wasco County and expires on June 30, 2018 unless extended by written mutual agreement.

Termination: This Contract shall continue through its term until terminated as provided below. The parties may terminate this agreement, or any part of it, by mutual agreement or as provided in a. through d. below.

- a. Termination for Convenience. There is no provision for Wasco County or Lane County, independently, to terminate this agreement, in whole or in part, for convenience.
- b. Termination by Wasco County for Cause. If Lane County fails to meet one or more of the service parameters defined in the attached Statement of Work during any three consecutive calendar months or during any four calendar months within any twelve consecutive months or otherwise breaches a material obligation under this Contract, Wasco County may consider Lane County to be in default, unless Wasco County or a Force Majeure causes such failure. If Wasco County asserts a default, Wasco County may terminate this Contract, in whole or in part. It may also choose to extend a period to cure the default if Lane County both provides Wasco County with a plan of action acceptable to Wasco County and commences execution of the plan. Wasco County may withhold all monies due and payable to Lane County, under this agreement, until Wasco County accepts such a plan to cure. These remedies shall be in addition to, and cumulative of, any other remedy available to Wasco County, and the exercise of this remedy by Wasco County shall not prejudice or impair the availability to Wasco County of any other remedy at law or in equity for breach of this Contract, subject to any contractual limitation of liability.
- c. Termination by Lane County. If Wasco County fails to pay any amount when due under this Contract or otherwise breaches a material obligation under this Contract, Lane County may consider Wasco County to be in default, unless Lane County or a Force Majeure causes such failure. If Lane County asserts a default, it will give Wasco County written and detailed notice of the default and Wasco County will have thirty (30) days thereafter to cure any monetary default (including interest). If after following these procedures, Wasco County has not cured the default, Lane County may stop work until Wasco County cures the default. Lane County may also choose to extend the period to cure if Wasco County, within the thirty (30)-day cure period, both provides the Lane County with a plan of action acceptable to Lane County and commences execution of the plan. Lane County may stop work until it accepts the plan of action to cure a non-monetary default by Wasco County. This remedy shall be in addition to, and cumulative of, any other remedy available to Lane County, and the exercise of this remedy by Lane County shall not prejudice or impair the

availability to Lane County of any other remedy at law or in equity for breach of this Contract, subject to any contractual limitations of liability.

- d. **Payment/Financial Obligations upon Termination.** Upon termination, Wasco County shall pay to Lane County all amounts that have actually accrued or which are owing to Lane County as of the date of such termination in accordance with the schedules in this agreement and reasonable business judgment. In addition, Lane County shall reimburse Wasco County for any advance payments for services not rendered.

If this Contract is terminated as described in Section D, Paragraphs b. or c. above, the parties are responsible for performing their obligations up to the date of termination. Lane County shall deliver all software, products, equipment, and services that it is required to provide up to the date of termination. Wasco County shall pay Lane County all amounts actually owed to Lane County as of the date of the termination, in accordance with the schedules made part of this Contract. However, Wasco County shall not incur any further payment obligations upon termination of this Contract.

E. Arbitration:

Wasco and Lane County shall exert every effort to cooperatively resolve any disputes related to this Agreement. Upon failure to cooperatively resolve a dispute, the dispute may be submitted to arbitration. Any Party may request arbitration by written notice to the other Parties. If the Parties cannot agree on a single arbitrator within fifteen (15) days from the notification, each Party shall within five (5) days select one arbitrator for a two-member arbitration panel. The panel shall conduct the arbitration using such arbitration process as they may choose, subject to the following conditions:

- a) The location of the arbitration is within Lane County, Oregon,
- b) Each Party bears its own costs, witness fees, and attorney fees, except for expenses in (c) below,
- c) Arbitration filing costs and any arbitrator's fees are divided equally among the Parties, and
- d) The outcome of the arbitration is binding upon the Parties.

F. Indemnification:

Each of Wasco and Lane County is responsible for its own acts, and the acts of its employees, agents, officers, and elected officials.

In taking this responsibility and providing the services specified in this Agreement (and any associated services) all Parties are public bodies and maintain their public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

G. Liability

Data and programs supplied by Lane County to Wasco County are provided on an "as is" basis. Lane County expressly disclaims any warranty or responsibility, express or implied, as to the

accuracy, currency, or completeness of any data or programs supplied. Lane County has no responsibility to Wasco County for any failure of any hardware or software acquired by Wasco County, or for future incompatibility in any such hardware or software resulting from any hardware or software change or redesign undertaken by Lane County.

H. Amendments

This Agreement may be modified or extended by written agreement signed by all parties. Such an amendment is effective when signed by all parties.

I. Waiver

The failure of any party to enforce any provision of this Agreement does not waive that or any other provision.

J. Force Majeure

Neither Wasco nor Lane County are responsible for delay or default caused in part or in full by reasons beyond the party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

K. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement binds any party unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, is effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Lane County

Steve Mokrohisky, County Administrator

Date

Wasco County

Rod Runyon, Commission Chair
Wasco County Board of Commissioners

Steve Kramer, Commissioner
Wasco County Board of Commissioners

Steve Hege, Commissioner
Wasco County Board of Commissioners

Attachment A

Statement of Work

1. Services:

Map Maintenance:

Lane County will maintain the cadastral data, including tax lots, annotation, tax code areas, plats, and other associated data layers for Wasco County. Upon completion of map changes, updated language for property description cards will be provided to Wasco County along with journal vouchers and an updated geodatabase. Lane County will send updated maps to the Department of Revenue (DOR) on a quarterly basis and will provide data in accordance with Cadastral Fit Standards to DOR annually. If desired, grant applications for DOR funding can be submitted by Wasco County for CAFFA and ORMAP funding. Lane County has applied for those grants and can assist Wasco County with the application process.

The creation of additional maps at larger scales will be included with map maintenance after approval from Wasco County as long as sufficient resources are available. Remapping efforts will generally fall outside the scope of routine map maintenance, but may be accommodated depending upon staff availability and sufficient funding. If the remapping efforts cannot be accommodated as described above, a separate project will be established to define the scope of work, budget, and appropriate schedule.

The process for map maintenance is outlined below:

1. Requesting County posts documents to SharePoint site and submits a request for map changes.
2. Lane County makes necessary changes to cadastral data, including line work, tax code changes, land/soil classifications, condos, etc.
3. Lane County notifies requesting County if the creation of a new map is recommended.
4. Lane County drafts language for property card descriptions.
5. Lane County fills out voucher for tax roll and map changes.
6. Lane County performs internal QA/QC process to check topology, voucher, etc.
7. Lane County sends reports to requesting County for review before publishing data.
8. Lane County posts updated documents, maps, and information to SharePoint site for requesting County.
9. Lane County sends updated maps to DOR quarterly.
10. Lane County provides data in accordance with Cadastral Fit Standard to DOR annually.

Map maintenance will meet the following quality and responsiveness measures:

Quality:

1. Spatial

- Consistent or better than quality of existing data and quality of expression of the change, as measured by Components of ORMAP Tax Lot Base accuracy standards: Control, Geometry, Annotation, Data Exchange. See

<http://www.ormap.net/common/docs/ormap/documents/docs/ORMAPTechSpecs.pdf>

2. Graphic

- Features on PDF "record" map resulting from map maintenance are graphically consistent with standards contained in Oregon Cadastral Map Manual:

http://www.ormap.net/common/docs/ormap/documents/docs/map_manual.pdf

3. Intent

- Maintenance work (changes to the Cadastral data) expresses a logical approach to interpreting the intent of documents initiated for maintenance, based on principles expressed in the Oregon Cadastral Map Manual.

4. Reporting

- "Voucher" report accurately documents change in acres, legal description, and ownership, consistent with other above components of quality.

Responsiveness:

1. Day to Day

- Standard turn-around time of 5 weeks will be expectation of both parties. This would be measured from receipt of change document by Lane County to contractee county receipt of updated "record" map Graphics and "Voucher" report. The submission to contractee will be approved by quality assurance by Lane County, but not necessarily approved by contractee county within this period of time. Corrections will be made as expediently as possible. Extenuating circumstances will be discussed prior to the end of the 5 week period.

2. ORMAP

- ORMAP deliverable shapefiles meeting the OGIC endorsed Cadastral Data Exchange Standards

(<http://www.oregon.gov/DAS/EISPD/GEO/standards/standards.shtml>) will be delivered annually to Oregon Department of Revenue by January 31. Contractee county will submit the invoice and receive payment for the Cadastral Data Sharing Agreement once Lane County submits the tax lot data to ORMAP on contractee county's behalf.

- A PDF set of the changed "record" maps will be delivered to Oregon Department of Revenue quarterly by the end of January, April, July, and October.

3. Value Roll

- Lane County will work with contractee county to receive and complete all maintenance work required by the contractee to be completed prior to the contractee Value Roll process. It is expected that the contractee will make every effort to deliver maintenance requests in a timely manner.

GIS Services:

Lane County is available to provide GIS services as needed in addition to those outlined above for an additional cost based on the hourly rate described under “Payment:”, below.

GIS services may include, but are not limited to:

- GIS software assistance and support
- Data development and maintenance
- Custom map requests, mailing lists, mapbooks, etc.
- GIS analysis
- Custom scripts, tools, or models
- Mobile applications
- Additional mapping applications other than the application outlined above
- Training
- Strategic planning, system design, needs assessment, and project management.

Payment:

Wasco County agrees to pay to Lane County the following amounts in exchange for the services described under “Services”, above:

Map Maintenance & GIS Services: \$75 per hour worked

Payment will be due within 45 days of invoice with invoices provided monthly.

Wasco County may opt to make payments in advance of services by requesting an advance invoice.

Attachment B

Service Level Agreement

Purpose:

The purpose of this Service Level Agreement is to describe Lane County's and Wasco County's respective responsibilities for map maintenance and GIS Services.

1. Service Level Essentials

1.1 Product/Systems Supported

- Services described in Attachment A of this Agreement.

1.2 Customer Location

- Wasco County
Department of Assessment & Tax
511 Washington Street, #208
The Dalles, Oregon 97058-2237

1.3 Hours of Support

Describes the standard hours of support customer can expect from LCIS

- Support will be provided by LCIS during Standard Business Hours; Monday through Friday – 8:00 am to 5:00 pm.
- Support will be provided by LCIS during other hours on request. LCIS reserves the right to require 10 day's notice for changes in schedule that are non-emergency.
- It is anticipated that Customer and LCIS will work collaboratively during any critical periods to schedule needed coverage.

1.4 Scheduled Maintenance Windows

Software and hardware maintenance may require periodic system downtime to correct problems or install new versions. The window during which this maintenance will be performed is described below

- Anytime outside of standard business hours with two business days advance notice.
- Downtime to correct critical security and/or virus issues will occur "on demand" as determined by LCIS or Customer.
- Any other time that is mutually agreed upon.

1.5 Problem Reporting Process

Describes the customer's process for reporting problems

- Contact and review issue with local "Super User" who will determine whether LCIS should be contacted.
- If LCIS is to be contacted, Super User contacts the GIS Manager first and if not available, contacts the primary analyst.
- Contact LCIS Service Desk when Manager and primary analyst are not available and issue cannot wait. Service Desk will locate analysts or contact LCIS management in the event of an immediate problem.

1.6 Contact Information

- LCIS Service Desk:
 - Staffed 8:00 to 5:00; Monday through Friday; (541) 682-6789

- Customer Super User(s):
 - Wasco County: Jill Amery
Jason Wallace
Tycho Granville

- Customer Management:
 - Wasco County Assessor / Tax Collector: Jill Amery.....(541) 506-2512

- LCIS Analysts:
 - Primary Analyst, David Cutting, (541) 682-3854, lepwgis@co.lane.or.us
 - Secondary Analysts: Gary Luke, (541) 682-8566
Adam Vellutini, (541) 682-8568

- LCIS Management:
 - GIS Manager, Melissa Crane, (541) 682-6950, Melissa.Crane@co.lane.or.us

2. LCIS Responsibilities

2.1 Business Responsibilities

Describes the responsibilities that LCIS has for the day-to-day operation of the product/system listed under 1.1, Service Level Essentials

- Provide a single point of contact for emergency issues, the LCIS Service Desk.
- Provide support analysts.
- Provide Map Maintenance and GIS Services as described in Attachment A.
- Provide advance notice to customer of any software maintenance in accordance with Section 1.4, Scheduled Maintenance Windows.
- Represent information technology issues to GIS software vendor, ESRI, and obtain technical support from ESRI.

2.2 Problem Resolution

Describes the assistance provided by LCIS to resolve Customer Issues

- Primary and secondary support analyst assistance, by telephone, for Map Maintenance, GIS, or software issues.
- Service Desk assistance, by telephone, during standard business hours for any emergency customer questions/issues where the primary or secondary analyst can't be reached, directly.

2.3 Data Base Administration and Backup/Recovery

Describes LCIS' responsibilities for data backup and recovery; describes related processes.

- No responsibility for backup or restore of data files.
- Files required for day-to-day operation of GIS and Map Maintenance will be backed up by LCIS, but Customer is responsible for maintaining all original, source, and copies of data.

2.4 Training

Describes any training to be provided by LCIS for the product/system described under 1.1, Service Level Essentials

- No training will be provided under this agreement.

2.5 Documentation

Describes the types of documentation to be provided by LCIS

- Documentation required for Map Maintenance is provided as described in Attachment A.

3. Customer Responsibilities

3.1 Business Responsibilities

Describes the responsibilities that the Customer has for the day-to-day operation of the product/system described in section 1.1

- Timely provision of map data for maintenance.
- Prompt reporting of problems and concerns and provision of supporting information. Collaboration with Lane County to resolve issues.

3.2 Problem Resolution

Describes the processes followed by the customer to resolve issues

- “Super User(s)” serve as first line of defense for any issues associated with using the vendor product.
 - “Super User” will try and resolve issue before calling the GIS Manager.
 - “Super User” will assist LCIS staff as needed for resolution of technical problems.

3.3 Backup/Restores

Describes Customer’s responsibilities for data backup and recovery; describes related processes.

- Responsible for all backups/restores necessary to preserve required data in the event of system failure or site disaster.
- Responsible for backup media and media storage.

3.4 Training

Describes customer responsibility for training related to the product/system described under 1.1, Service Level Essentials

- All end-user and public training on the use of GIS.
- Creation & maintenance of all training documents other than base documents provided by Lane County.

3.5 Documentation

Describes the customers responsibility for documentation

- Creation of any documentation needed to describe Map Maintenance requirements.

**INTERGOVERNMENTAL AGREEMENT
FOR
TAX MAP REMAPPING WORK**

April 8, 2016

A. Purpose:

This Agreement is entered into between Lane County and Wasco County. Lane and Wasco Counties are each political subdivisions of the State of Oregon and units of local government as defined by ORS 190.003. Lane County and Wasco County have entered into this Agreement for the purpose of providing the most cost effective tax map remapping on behalf of their respective citizens.

B. Recitals:

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS, Lane and Wasco County have the authority to perform the functions and activities set forth in the Agreement, and

WHEREAS, Wasco County has need for tax map remapping services, and

WHEREAS, Lane County has ability to, and experience in, providing tax map remapping services, and

WHEREAS, there are increased efficiencies through intergovernmental cooperation benefitting both Wasco and Lane County,

C. Now therefore, Wasco County and Lane County agree as follows:

1. Wasco County will pay Lane County for services performed. The specific amounts to be paid and the timing of the payments are to be defined by the attached Statement of Work. During the term of this Agreement the total amount paid by Wasco County is not to exceed \$49,999.
2. Lane County will perform the technology services defined by the attached Statement of Work.
3. Wasco County will provide funding and personnel necessary to successfully implement the technology services furnished by Lane County in accordance with the attached Statement of Work.
4. Prior to January 1 of each year during the term of this Agreement and as a part of annual budget preparation, Wasco County will make a good faith effort to estimate needed technology services and Lane County will make a good faith effort to estimate service costs for the immediately following fiscal year. These estimates will be nonbinding.

D. Term & Termination:

This Agreement is effective when signed by both Lane and Wasco County and expires on June 30, 2018 unless extended by written mutual agreement.

Termination: This Contract shall continue through its term until terminated as provided below. The parties may terminate this agreement, or any part of it, by mutual agreement or as provided in a. through d. below.

- a. Termination for Convenience. There is no provision for Wasco County or Lane County, independently, to terminate this agreement, in whole or in part, for convenience.
- b. Termination by Wasco County for Cause. If Lane County fails to meet one or more of the service parameters defined in the attached Statement of Work during any three consecutive calendar months or during any four calendar months within any twelve consecutive months or otherwise breaches a material obligation under this Contract, Wasco County may consider Lane County to be in default, unless Wasco County or a Force Majeure causes such failure. If Wasco County asserts a default, Wasco County may terminate this Contract, in whole or in part. It may also choose to extend a period to cure the default if Lane County both provides Wasco County with a plan of action acceptable to Wasco County and commences execution of the plan. Wasco County may withhold all monies due and payable to Lane County, under this agreement, until Wasco County accepts such a plan to cure. These remedies shall be in addition to, and cumulative of, any other remedy available to Wasco County, and the exercise of this remedy by Wasco County shall not prejudice or impair the availability to Wasco County of any other remedy at law or in equity for breach of this Contract, subject to any contractual limitation of liability.
- c. Termination by Lane County. If Wasco County fails to pay any amount when due under this Contract or otherwise breaches a material obligation under this Contract, Lane may consider Wasco County to be in default, unless Lane County or a Force Majeure causes such failure. If Lane County asserts a default, it will give Wasco County written and detailed notice of the default and Wasco County will have thirty (30) days thereafter to cure any monetary default (including interest). If after following these procedures, Wasco County has not cured the default, Lane County may stop work until Wasco County cures the default. Lane County may also choose to extend the period to cure if Wasco County, within the thirty (30)-day cure period, both provides the Lane County with a plan of action acceptable to Lane County and commences execution of the plan. Lane County may stop work until it accepts the plan of action to cure a non-monetary default by Wasco County. This remedy shall be in addition to, and cumulative of, any other remedy available to Lane County, and the exercise of this remedy by Lane County shall not prejudice or impair the availability to Lane County of any other remedy at law or in equity for breach of this Contract, subject to any contractual limitations of liability.
- e. Payment/Financial Obligations upon Termination. Upon termination, Wasco County shall pay to Lane County all amounts that have actually accrued or which are owing to Lane County as of the date of such termination in accordance with the schedules in this agreement and reasonable business judgment. In addition, Lane County shall reimburse Wasco County for any advance payments for services not rendered.

If this Contract is terminated as in Section D, Paragraphs b. or c. above, the parties

are responsible for performing their obligations up to the date of termination. Lane County shall deliver all software, products, equipment, and services that it is required to provide up to the date of termination. Wasco County shall pay Lane County all amounts actually owed to Lane County as of the date of the termination, in accordance with the schedules made part of this Contract. However, Wasco County shall not incur any further payment obligations upon termination of this Contract.

E. Arbitration:

Wasco and Lane County shall exert every effort to cooperatively resolve any disputes related to this Agreement. Upon failure to cooperatively resolve a dispute, the dispute may be submitted to arbitration. Any Party may request arbitration by written notice to the other Parties. If the Parties cannot agree on a single arbitrator within fifteen (15) days from the notification, each Party shall within five (5) days select one arbitrator for a two-member arbitration panel. The panel shall conduct the arbitration using such arbitration process as they may choose, subject to the following conditions:

- a) The location of the arbitration is within Lane County, Oregon,
- b) Each Party bears its own costs, witness fees, and attorney fees, except for expenses in (c) below,
- c) Arbitration filing costs and any arbitrator's fees are divided equally among the Parties, and
- d) The outcome of the arbitration is binding upon the Parties.

F. Indemnification:

Each of Wasco and Lane County is responsible for its own acts, and the acts of its employees, agents, officers, and elected officials.

In taking this responsibility and providing the services specified in this Agreement (and any associated services) all Parties are public bodies and maintain their public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

G. Liability

Data and programs supplied by Lane County to Wasco County are provided on an "as is" basis. Lane County expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completeness of any data or programs supplied. Lane County has no responsibility to Wasco County for any failure of any hardware or software acquired by Wasco County, or for future incompatibility in any such hardware or software resulting from any hardware or software change or redesign undertaken by Lane County.

H. Amendments

This Agreement may be modified or extended by written agreement signed by all parties. Such an amendment is effective when signed by all parties.

I. Waiver

The failure of any party to enforce any provision of this Agreement does not waive that or any other provision.

J. Force Majeure

Neither Wasco nor Lane County are responsible for delay or default caused in part or in full by reasons beyond the party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

K. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement binds any party unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, is effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Lane County

Steve Mokrohisky, County Administrator

Date

Wasco County

Rod Runyon, Commission Chair
Wasco County Board of Commissioners

Steve Kramer, Commissioner
Wasco County Board of Commissioners

Steve Hege, Commissioner
Wasco County Board of Commissioners

Attachment A

Statement of Work

1. Services:

Lane County will perform tax lot remapping and map production for Wasco County. The scope of work includes building accurate tax lot and tax code geometry as well as creating cartographic features and publishing tax maps.

If desired, grant applications for DOR funding can be submitted by Wasco County for CAFFA and ORMAP funding. Lane County has applied for those grants and can assist Wasco County with the application process.

The proposed process for tax lot remapping is outlined below:

A. Build Accurate Tax Lot and Tax Code Geometry

1. Existing Data Integration

The tax lot creation process starts with the compilation of existing accurate tax lot data derived from several sources:

- USFS forest roads and boundaries
- DOR source materials
- BLM CadNSGI PLSS data
- Railroad drawings
- ODOT highway drawings
- Wasco County surveys, control points, description cards, GPS data
- NHD water lines and polygons
- ESRI Aerial photo service

2. Control and Survey Work

- a) A technical team will be assembled comprised of the Wasco County Surveyor, Wasco County GIS staff, Wasco County Assessor's office staff and Lane County GIS staff. Lane County GIS staff will be qualified Cadastral Cartographers with COGO and cadastral mapping expertise. For the purposes of this document, the term "accurately" means constructed using COGO technology.

- b) The Wasco County Surveyor will ensure sufficient control data for the project. The control is a combination of BLM GCDB data, ODOT highway drawings, Wasco County government corner data, and supplemental field surveys.
- c) Lane County GIS staff will assemble a control framework from the control data.
- d) Lane County GIS staff will accurately digitize surveys to create line features.
- e) Lane County GIS staff will register survey line features to the control framework.
- f) The Wasco County Surveyor will assist with geometric closure and control framework problems.
- g) Adjustment to the control framework and associated surveys may result from improved control point acquisition.

3. Tax Lot Layer Creation

- a) The tax lot layer will be built from the control framework and survey line features.
- b) The tax lot line features will be accurately augmented and reduced to match the tax lots as drawn on the current record assessor map.
- c) Tax lot line features will be topologically validated and built as map index and tax lot polygons.
- d) Map Index and tax lot polygon attribute values will be populated.

4. Tax Code Creation

- a) Tax code lines and polygons will be created following the geometry of the tax lot features. They will match current record assessor maps.

B. Integrate Remapped Data and Publish Tax Map

- a) Update production data with remapped features. Reposition non-remapped production data features to align with remapped portion.
- b) Assure recent maintenance is current.
- c) Validate and clean topology.
- d) Use standard map production tool to create pdf draft version of map. Print pdf and route to Wasco County Assessor staff for review process.
- e) Wasco County Assessor staff will redline draft maps and return them to Lane County GIS staff.
- f) Lane County GIS staff will make corrections and print final version of pdf map for delivery to Wasco County Assessor staff and DOR.

- g) Lane County GIS staff will deliver updated GIS database to Wasco County GIS staff.

Payment:

Wasco County agrees to pay to Lane County the following amounts in exchange for the services described under "Services", above:

Tax Lot Conversion: \$35 per tax lot

Payment will be due within 45 days of invoice with invoices provided monthly.

Wasco County may opt to make payments in advance of services by requesting an advance invoice.

Attachment B

Service Level Agreement

Purpose:

The purpose of this Service Level Agreement is to describe Lane County's and Wasco County's respective responsibilities for tax lot remapping and GIS Services.

1. Service Level Essentials

1.1 Product/Systems Supported

- Services described in Attachment A of this Agreement.

1.2 Wasco County Location

- Wasco County
Department of Assessment & Tax
511 Washington Street, #208
The Dalles, Oregon 97058-2237

1.3 Hours of Support

Describes the standard hours of support customer can expect from Lane County

- Support will be provided by Lane during Standard Business Hours; Monday through Friday – 8:00 am to 5:00 pm.
- Support will be provided by Lane during other hours on request. Lane reserves the right to require 10 days notice for changes in schedule that are non-emergency.
- It is anticipated that Wasco and Lane will work collaboratively during any critical periods to schedule needed coverage.

1.4 Scheduled Maintenance Windows

Software and hardware maintenance may require periodic system downtime to correct problems or install new versions. The window during which this maintenance will be performed is described below

- Anytime outside of standard business hours with two business days advance notice.
- Downtime to correct critical security and/or virus issues will occur “on demand” as determined by Lane or Wasco Counties.
- Any other time that is mutually agreed upon.

1.5 Problem Reporting Process

Describes Wasco County's process for reporting problems

- Contact and review issue with local “Super User” who will determine whether Lane should be contacted.

- If Lane is to be contacted, Super User contacts the GIS Manager first and if not available, contacts the primary analyst.
- Contact Lane Service Desk when Manager and primary analyst not available and issue cannot wait. Service Desk will locate analysts or contact Lane County management in the event of an immediate problem.

1.6 Contact Information

- Lane Service Desk:
 - Staffed 8:00 to 5:00; Monday through Friday; 541-682-6789
- Wasco Super User(s):
 - Wasco County: Jill Amery
Tycho Granville
- Wasco Management:
 - Wasco County Assessor / Tax Collector: Jill Amery.....541-506-2512
- Lane Analysts:
 - Primary Analyst: David Cutting, (541) 682-3854
 - Secondary Analysts: Gary Luke, (541) 682-8566
Adam Vellutini, (541) 682-8568
 - Lane County GIS Mailbox: lcpwgis@co.lane.or.us
- Lane Management:
 - GIS Manager, Melissa Crane, (541) 682-6950, Melissa.Crane@co.lane.or.us

2. Lane County Responsibilities

2.1 Business Responsibilities

Describes the responsibilities that Lane has for the day-to-day operation of the product/system listed under 1.1, Service Level Essentials

- Provide a single point of contact for emergency issues, the Lane Service Desk.
- Provide support analysts.
- Provide tax lot remapping and GIS services as described in Attachment A.
- Provide advance notice to customer of any software maintenance in accordance with section 1.4, Scheduled Maintenance Windows.
- Represent information technology issues to GIS software vendor, ESRI, and obtain technical support from ESRI.

2.2 Problem Resolution

Describes the assistance provided by Lane to resolve Wasco Issues

- Primary and secondary support analyst assistance, by telephone, for software issues.

- Service Desk assistance, by telephone, during standard business hours for any emergency customer questions/issues where the primary or secondary analyst can't be reached, directly.

2.3 Database Administration and Backup/Recovery

Describes Lane's responsibilities for data backup and recovery; describes related processes.

- No responsibility for backup or restore of data files.
- Files required for day-to-day operation of GIS and tax lot remapping will be backed up by Lane, but Wasco is responsible for maintaining all original, source files.

2.4 Training

Describes any training to be provided by Lane for the product/system described under 1.1, Service Level Essentials

- No training will be provided under this agreement.

2.5 Documentation

Describes the types of documentation to be provided by Lane

- Documentation required for tax lot remapping is provided as described in Attachment A.

3. Wasco County Responsibilities

3.1 Business Responsibilities

Describes the responsibilities that Wasco has for the day-to-day operation of the product/system described in section 1.1

- Timely provision of information for project.
- Prompt reporting of problems and concerns and provision of supporting information. Collaboration with Lane County to resolve issues.

3.2 Problem Resolution

Describes the processes followed by the customer to resolve issues

- "Super User(s)" serve as first line of defense for any issues associated with using the vendor product.
 - "Super User" will try and resolve issue before calling the GIS Manager.
 - "Super User" will assist Lane staff as needed for resolution of technical problems.

3.3 Backup/Restores

Describes Wasco's responsibilities for data backup and recovery; describes related processes.

- Responsible for all backups/restores necessary to preserve required data in the event of system failure or site disaster.
- Responsible for backup media and media storage.

3.4 Training

Describes customer responsibility for training related to the product/system described under 1.1, Service Level Essentials

- Creation & maintenance of all training documents other than base documents provided by Lane County.

3.5 Documentation

Describes the customers responsibility for documentation

- Creation of any documentation needed to describe tax lot remapping requirements.

Agenda Item
BOPTA Update

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

Agenda Item
South Wasco Park & Recreation District

- [By Laws of South Wasco Park & Recreation District](#)

BYLAWS
OF
SOUTH WASCO PARK & RECREATION DISTRICT

AUTHORIZATION AND PURPOSE: This District was formed at the request of residents of south Wasco County by action of the Wasco County Board of Commissioners, in accordance with the requirements of Oregon law. Order 16-013 creating the South Wasco Park & Recreation District was entered and effective on March 16, 2016.

The purpose of the District is to use the authority detailed in ORS chapter 266 to further the development of a broad variety of recreation programs, park facilities and services to meet the needs and demands of the residents of south Wasco County, including those within the cities of Antelope, Maupin, and Shaniko.

NAME: The name chosen by residents and confirmed by Order 16-013 is South Wasco Park & Recreation District, referred to in these bylaws as “District.”

OFFICE: The Administrative Office of the District shall be located at 57625 Church Avenue, Tygh Valley, OR 97063, where the records including official minutes will be kept. The mailing address will be P.O. Box 177, Tygh Valley, OR 97063.

GOVERNANCE:

1. The District will initially be governed by an Advisory Board of five members, appointed by and reporting to the Wasco County Board of Commissioners. The terms of the interim board will expire upon the election and qualification of a five-member board elected in accordance with the requirements of ORS 198.825(1) and ORS 255.345. The transition from the interim Board to the elected Board will occur on January 1, 2017, and is expected to include the ratification and approval of actions originating with the Advisory Board and subject to the review and approval of the Board of Commissioners.
2. On and after January 1, 2017, the District will be an independent special district operating pursuant to the authority and requirements of Chapter 266, Oregon Revised Statutes, with a board of directors chosen by the electors of the District.

POWERS OF DISTRICT:

ORS 266.410 provides that every Oregon park and recreation district shall have the power:

- (1) To have and use a common seal.
- (2) To sue and be sued in its name.
- (3) To construct, reconstruct, alter, enlarge, operate and maintain such lakes, parks, recreation grounds and buildings as, in the judgment of the district board, are necessary or proper, and for this purpose to acquire by lease, purchase, gift, devise, condemnation proceedings or otherwise such real and personal property and rights of way, either within or without the limits of the district as, in the judgment of the board, are necessary or proper, and to pay for and hold the same.

(4) To make and accept any and all contracts, deeds, leases, releases and documents of any kind which, in the judgment of the board, are necessary or proper to the exercise of any power of the district, and to direct the payment of all lawful claims or demands.

(5) To assess, levy and collect taxes to pay the cost of acquiring sites for and constructing, reconstructing, altering, operating and maintaining any lakes, parks, recreation grounds and buildings that may be acquired, or any lawful claims against the district, and the running expenses of the district.

(6) To employ all necessary agents and assistants, and to pay the same.

(7) To make and enforce regulations:

(a) For the removal of garbage and other deleterious substances, and all other sanitary regulations not in conflict with the Constitution, the laws of Oregon or the regulations of the Environmental Quality Commission.

(b) Governing the conduct of the users of the facilities of lakes, parks, recreational grounds and buildings within the district.

(8) To prohibit any person violating any rule or regulation from thereafter using the facilities of the district for such period as the board may determine.

(9) To call necessary or proper elections after the formation of the district.

(10) To enlarge the boundaries of the district as provided by ORS 198.705 to 198.955.

(11) To compel all residents and owners within the district to connect their houses and habitations with the street sewers, drains or other sewage disposal system.

(12) To establish and collect reasonable charges for the use of the facilities of the district and issue appropriate evidence of the payment of such charges.

(13) Generally to do and perform any and all acts necessary and proper to the complete exercise and effect of any of its powers or the purposes for which it was formed.

OFFICERS, COMMITTEES:

1. ORS 266.310(1) directs that the officers of the board will be three or five members, elected by the electors of the District, and “. . . a secretary, to be appointed by the board.” An interim five-member board was chosen in the formation process.

2. ORS 266.370(2) further provides: “At its first meeting or as soon thereafter as may be practicable, the board shall choose one of its members as president and shall appoint a secretary who need not be a member of the board. In case of the absence, or inability to act, of the president or secretary, the board shall, by order entered upon the minutes, choose a president pro tempore, or secretary pro tempore, or both, as the case may be.”

3. In addition to the officers required by Chapter 266, officers of the District will include a vice president and a treasurer. These officers shall carry out those functions normally performed by similar officers of similar organizations and such other functions as may be assigned to them by the District Board from time to time.

4. The President may form or disband ad hoc committees as required. Ad hoc committees may include persons who are not Board members, but at least one Board member must serve on each ad hoc committee.

TERMS, VACANCIES, REMOVAL, ELECTION:

1. Officers shall be elected for a term of one year by the Board at an annual meeting during the month of September. They shall assume office at the meeting next following the election and shall hold office until replaced.

2. Vacancies in office shall be filled in accordance with ORS 198.320. The remaining Board members by majority vote may fill the vacancy, but if a majority cannot agree or does not exist, then the vacancy is to be filled by appointment made by the Wasco County Board of Commissioners.

3. Officers may be removed for failure to perform their office by vote of the Board provided each member is notified in writing at least two weeks prior to the meeting at which such vote is held.

4. As directed by ORS 266.320, the terms of the first Board members are determined as follows: The candidates receiving the first, second and third highest vote shall be elected to a term expiring June 30 next following the second regular district election, and candidates receiving the fourth and fifth highest vote shall be elected to a term expiring June 30 next following the first regular district election.

5. At subsequent elections, ORS 266.330 provides that if one board member is to be elected, the candidate receiving the highest vote shall be elected. If two or three board members are to be elected, the candidates receiving the first and second or first, second and third highest vote shall be elected.

6. Regular terms of elected board members are four years, in accordance with ORS 266.330(2).

QUORUM: One more than half of the seated membership shall constitute a quorum. The number of votes necessary to make decisions at all meetings shall be a majority of those present except that a lesser number may call a meeting to order for the purpose of setting a new meeting or may vote to adjourn a meeting.

MEETINGS: All meetings of the District shall be held in accordance with the requirements of the Oregon Public Records and Meetings Law, Chapter 192, Oregon Revised Statutes. Copies of the most recent version of the Attorney General's Public Records and Meetings Manual are to be furnished to each Board member upon their initial election, together with a copy of these bylaws.

Annual: The annual meeting of the District shall be held during the month of September for the purpose of election of officers and other pertinent business.

Regular: Regular meetings of the District shall be held monthly, on the first Tuesday, from 3:30-5:30 p.m.

Special: Special meetings of the District shall be called by the President or at the written request of three members. At least 24 hours notice must be given.

DISQUALIFICATION: No member of the Board shall appear for or represent any business, firm or corporation or other entity in any matter pending before the Board if the member is directly or indirectly interested in a financial sense, and such member shall disqualify himself/herself from voting stating the reason therefore. When disqualification is questioned, the Board shall make the final decision.

FINANCES, CONTRACTING:

1. The District was created as a non-taxing district, without the authority to impose an annual levy for its operation. The Board will solicit or receive gifts or bequests or any donations to be used, principal or income, for park and recreation purposes. The Board also has the authority to charge fees for the use of facilities of the District.
2. The Board will comply with the requirements of the Local Budget Law, Chapter 294 of Oregon Revised Statutes. Copies of the most recent version of the Department of Revenue's Local Budgeting Manual are to be furnished to each Board member upon their initial election.
3. The Board will comply with the requirements of Oregon public contracting laws, and will consult with legal counsel as needed to assure compliance.

ORDER OF BUSINESS:

Unless otherwise determined by the President, the order of business at regular meetings shall be:

1. Ascertain a Quorum
2. Call to Order
3. Reading or presentation of previous meeting minutes and action thereon
4. Treasurer's Report
5. Old Business
6. New Business
7. Correspondence
8. President's Report
9. Ad Hoc Committee Reports
10. Other Business, including Public Input
11. Adjournment

Changes in order of business or dispensing with any item may be made by request and approval of the Board. Unless otherwise specified, Robert's Rules of Order shall govern the proceedings of the meetings of the Board.

COMMITTEES:

1. It shall be the duty of each member of the Board to take an active part in the direction of the District's programs and to act in whatever capacity he or she may be called.
2. A Budget Committee will be maintained in accordance with the requirements of ORS chapter 294. Ad Hoc Committees may be appointed as needed, and could include the following:

Administrative/Finance - Assist in maintaining current policies for the District. Review and assist in the budget process. Assist in evaluation and development of long range and short term planning.

Facilities - Ensure that areas and facilities selected by the Board are managed and maintained in accordance with standards adopted by the Board.

Programs - Maintain and evaluate selected recreational programs, identify need for new programs, coordinate and integrate District programs with other community programs.

AMENDMENTS:

Amendments may be made to those bylaws by the majority vote of members at any regular meeting provided that such amendment has been read at the meeting previous to the one at which the vote is taken.

DISSOLUTION:

Dissolution of Oregon special districts is governed by ORS 198.921 to 198.955, and places responsibility for the dissolution process upon the board for the county in which the district is located.

APPROVED AND ADOPTED by the Advisory Board of the District and the Wasco County Board of Commissioners, to be effective from March 16, 2016.

**South Wasco Park & Recreation District
Advisory Board**

**Wasco County
Board of Commissioners**

William Brackman

Rod I. Runyon, Commission Chair

Joe Holub

Scott C. Hege, County Commissioner

Raymond Johnson

Steven D. Kramer, County Commissioner

Stan Kelsay

ATTESTED TO:

Dennis Ross

Kathy White, Executive Assistant

Approved as to form:

Keith A. Mobley, District Counsel

Kristen Campbell, County Counsel

Agenda Item
County Jail Tour

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

This is my statement which I believe to be true and accurate. I make this statement for clarity and as a matter of principle.

I rescinded my offer to voluntarily resign because I felt that I was being bullied by folks that took offense to my column in The Dalles Chronicle. Not only myself but Mr. Kramer is being bullied as well. During our telephone conversation he made statements that he had "Ranchers biting my ass" and they were accusing him of being a politician. Which of course he is. I believe this issue has transcended the Wolf issue.

This is about Special Interests attempting to silence dissenting views and bullying anyone who expresses those views.

It is about Freedom of Speech – What ever happened to "sticks & stones may break my bones ..." I didn't realize that so many folks in Wasco County had developed such delicate sensibilities or had become so politically correct. If the column was so offensive then perhaps The Chronicle should not have printed it. It was the Editors suggestion that I did something improper that manufactured this controversy.

It is about the functioning of County Government & about the functioning of Committees. It's about fairness and transparency. To request my removal so close to the end of my term is simply a punitive measure.

I wrote that piece in the middle of the illegal Malheur Occupation when feelings were running high. I take full responsibility. I have passionate opinions and express them forthrightly and I don't spare the language. Considering the tenor of the current Presidential Election Rallies, I am pretty tame. It was unflattering but at no time did I make personal statements. Unlike the rant that followed my piece. That should have been the end of it. Healthy debate in a public forum is good for democracy. Fascists & tyrants seek to stifle debate. Twice Mr. Ayres has stood outside Dufur City Hall loudly exclaiming that he was going wolf hunting over the weekend. I didn't run to the committee and cry about him saying mean things.

To vote me off the committee using Roberts Rules of Order is in extremely bad form. To say that I was "uncooperative" is a downright lie. At no time have I impeded the work of the committee. And to claim that a Rancher would not come before the committee seeking compensation because I am a member is absolutely ludicrous. At no time have I made any public statements, good or bad, about Compensation Committees. And to claim that identifying as the Wolf Advocate hinders and impedes the Committee is ridiculous. No one is going to believe that I speak for the entire committee. Or that my views are their views. There is no harm to the reputation of the committee.

What concerns me is that some members are so ready to give away taxpayer money that they don't want anyone on the committee that they think might impede this welfare. It all has a fly by the seat of your pants feel. A smokey back room ickiness. I received e-mails from folks in Wallowa & Joseph counties genuinely concerned for my welfare, they are so afraid to speak out. But this is Wasco County & we are better than that.

I am committed to the Wolf Plan & Compensation Committees - whatever it takes to curb certain people's murderous impulses. Unlike some committee members who believe it's "all just a set up". I have even signed up for the panel discussion on non-lethal measures in Pendleton next FRI.

If you are going to remove me I respectfully ask that you disband the entire committee and start over. Consider making by-laws governing the Committee. Perhaps refrain from nepotism. Chose Business Members that are not stakeholders or beholden to stakeholders in the Wolf issue. As Mr. Kramer recently stated in his radio advert he represents ALL of Wasco County, not just special interests.

Thank-you for you time.