WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION / AGENDA WEDNESDAY, JUNE 15, 2016

LOCATION: Wasco County Courthouse, Room #302 511 Washington Street, The Dalles, OR 97058

<u>Public Comment</u>: 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.

<u>Departments:</u> 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 and 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
- <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda <u>GIS Contracts</u>, <u>ORMAP Grant Agreement</u>, <u>Designation of Newspaper</u>, <u>Watershed Council Appointment</u>
- Consent Agenda (Items of a routine nature: minutes, documents, items previously discussed.) Minutes: 6.1.2016
 Regular Session, Reappointments

9:30 a.m. <u>EDC/MCEDD</u> – Carrie Pipinich

OIB Appointment

MCEDD IGA

EDC Quarterly Report

9:45 a.m. <u>Enterprise Zone Updates</u> – Daniel Hunter

10:00 a.m. <u>Discussion – Enterprise Zone Funds Quick Projects</u> - Scott Hege

10:15 a.m. County Logo – Lisa Gambee

10:25 a.m. Archival Book Repairs – Lisa Gambee

10:35 a.m. Public Works – Arthur Smith

Weed Control Contracts
Wasco County Roads

10:50 a.m. Mosier Train Derailment Incident Update – Lane Magill

11:00 a.m. <u>Annual Insurance Report</u> – Mike Courtney

BREAK Meeting will reconvene at the Maupin Legion Hall, 311 Deschutes Avenue, Maupin, Oregon

6:00 p.m. Work Session – Pine Hollow Reservoir

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) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



PRESENT: Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Rod Runyon, Commission Chair

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. Ms. White asked to add the 6.9.2016 Town Hall Minutes to the Consent Agenda noting that earlier in the week the Board had been provided the minutes for review.

Discussion List - GIS Contracts

GIS Coordinator Tycho Granville stated that these are the standard annual contracts with partners for GIS support; we have worked with these partners since 2000.

Chair Runyon noted that the fees are different for some entities. Mr. Granville responded that the City of The Dalles combines city and urban renewal zones; Sherman County's pricing is based on a document fee which makes it variable. He added that we are more of a backup for Sherman County although new staffing there will probably cause their usage to increase for a time.

Commissioner Hege commented that the contracts are essentially the same and asked if the partners have access to the LIDAR data. Mr. Granville replied that they do but none are currently using it; it takes a lot of space and their networks are not built for that.

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Fire & Rescue for GIS Services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco County and Northern Wasco Public Utility District for GIS Services. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Sherman County for GIS Services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco County and City of The Dalles for GIS Services. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List - ORMAP Contract

Mr. Granville explained that this contract is associated with a Department of Revenue grant to remap the County over a five year period; Wasco County's contribution will be staff in-kind. He noted that the black lines on the hard-copy maps provided to the Board (attached) are where the map lines are currently set – it is clear that in many cases, they are inaccurate. County Assessor Jill Amery added that the work has already begun.

Commissioner Hege observed that this is a one-year grant in a five-year process; he asked if grant funding will continue to move the project forward through the five years. Mr. Granville replied that it would, adding that Wasco County is a high priority as the most other counties are already much further along in the process.

{{{Commissioner Kramer moved to approve Department of Revenue ORMAP Intergovernmental Agreement Contract #3543-16. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon commented that at the AOC Spring Conference they were learning about emergency preparedness. He asked if GIS has been working with the County's Emergency Manager. Tycho replied that they are working together to replace maps, some

of which are from the 1960s and need to be updated.

Public Comment

Widge Johnson asked if the Board is taking a position on oil trains moving through the Gorge and if there will be any town halls held on the topic.

Chair Runyon replied that the Board has been attending meetings on the topic and have been in contact with legislators. He reported that last week the Board held a town hall in Maupin where the subject was a main topic of discussion. He said that for the most part, the County's role has been in emergency response to the recent derailment. He added that we are all concerned about safety first. Mr. Stone said that the City of The Dalles will be having something regarding the issue.

Ms. Johnson stated that there should be some way to get the information out to the public and give them the opportunity for input. She said that the population of The Dalles feels like they are not getting information.

Chair Runyon said that Senators Merkley and Wyden held a meeting in Mosier Sunday; the Fire Chief was very complimentary about the Union Pacific response to the accident. Commissioner Hege stated that he would talk with City of The Dalles Mayor Steve Lawrence about their plans. He noted that one challenge with holding too many meetings is that people get burned out; he said he would be open to a joint City/County meeting if that is appropriate.

Commissioner Kramer stated that he is still gathering information; he agrees that safety is the number one concern but it is a complex issue and he has not made up his mind.

Discussion List - Designation of Newspaper

Ms. White explained that the designation of a newspaper is a statutory requirement in the foreclosure process for the Assessor's office. The designation is made annually and determines what publication will be used to notice properties being taken by the County for nonpayment of property taxes. Ms. Amery said that they are currently issuing warrants for properties that are four years past due; the warrant says that the County owns the property but starts the clock for a two-year redemption period. At the end of the redemption period, unredeemed properties are taken in foreclosure – it is that list of properties that is published.

{{{Commissioner Kramer moved to approve Order 16-053 designating The Dalles Chronicle for the publication of the annual tax foreclosure list. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List - Watershed Appointment

Ms. White explained that the position being filled has traditionally been held by a representative from ODFW and was most recently held by Janeen Tervo who is no longer at the Barlow District station. She said that the Soil and Water Conservation District worked with ODFW to identify a replacement and is recommending that Chris Rossel be appointed to fill the vacancy.

Commissioner Kramer stated that Mr. Rossel will be a great addition to the Council.

{{{Commissioner Kramer moved to approve Order 16-043 appointing Chris Rossel to the 15-Mile Watershed Council. Commissioner Hege seconded the motion which passed unanimously.}}}

Consent Agenda - 6.1.2016 & 6.9.2016 Minutes/Reappointment Orders

{{{Chair Runyon moved to approve the Consent Agenda with the addition of the 6.9.2016 Town Hall minutes. Commissioner Hege noted that one of the orders reappoints him to BOPTA. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List - MCEDD/EDC

OIB APPOINTMENT

MCEDD Project Manager Carrie Pipinich reviewed the Oregon Investment Board announcement and reported that they have not received any applications in response to the posting. She stated that they are looking for someone with finance or economic development experience. She said that the County has two seats on the Board and there are term limits on the appointments – Ken Bailey is not eligible for reappointment. She asked if the Board would prefer a new close date or to set it to be open until filled. Commissioner Hege replied that he would rather set it to be open until filled.

MCEDD ANNUAL IGA

Ms. Pipinich said that MCEDD made a request for the County to increase their contribution to \$45,000 to allow for more project work; the scope of work has been revised to reflect the increased financial support. She noted that some of the work being done includes Dufur, Wamic and Mosier Open for Business and Broadband Committees; technical assistance for grant writing; project development; community enhancement and leveraging that work to get more investments for economic development. In addition, they are developing long-term strategies and are hopeful that the investment from the County will accelerate their progress.

Commissioner Kramer commented that NACo has a clearing house for grant opportunities that we should use to identify available funding. He said he would like to follow-up to determine if the EDC, as a County partner, could use that as a resource.

Commissioner Hege said that at the last meeting he heard about a new committee being considered. Ms. Pipinich confirmed, saying that they are interested in exploring the economy of agriculture and what support MCEDD could provide for that. She reported that Economic Development Commissioner Dean McAllister is connected to the Farm Bureau and may be able to facilitate that; she will bring it back to the Board in the fall.

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for the 2016-2017 Fiscal Year. Commissioner Hege seconded the motion which passed unanimously.}}}

EDC QUARTERLY REPORT

Ms. Pipinich reviewed the report included in the packet. She reported that the assessment for Wamic's water system should be completed by fall; the Dufur committee has been very busy – Mayor Wallace and the Dufur Chamber are engaged in a community visioning process.

Chair Runyon commented that there seems to be a trend regarding water issues – it is not just an individual community but is across the County. Ms. Pipinich agreed and said that they are working on helping to find solutions. She stated that they want to think

comprehensively to address the issue as a whole. She observed that the approach has been tried previously and it has always come back around to individual communities; she hopes they can find a broader solution. She noted that Mosier has water issues as well and to add to that, now find themselves with waste water issues.

Ms. Pipinich went on to say that Maupin's broadband project is moving forward; they hope to have a winter construction date. She stated that the project will get fiber in Maupin and will allow a couple of cell towers to connect. She added that Dufur School will be bringing more fiber into that community.

Ms. Pipinich continued to review her report concluding with the announcement that Joan Silver has submitted her letter of retirement as EDC Chair; Kathy Ursprung will be Chair starting July 1st with Daniel Hunter as Vice-Chair.

Chair Runyon pointed out that Commissioner Hege was instrumental in the EDC's shift from being more reactive than proactive and asked what his thoughts are on the change as it has unfolded. Commissioner Hege replied that it has definitely become a more proactive organization; the people on the Commission are exceptional, have so much to offer and are very willing to contribute their time and talents. He said that a small amount of resources are being leveraged to get a lot done. He stated that while there will still be projects that languish; many more are taking steps forward.

Agenda Item - Enterprise Zones Update

Enterprise Zone Manager Daniel Hunter reviewed his report (included in packet) saying that he looked back ten years to current for impact. He stated that there are ten active abatements, three of which are Design LLC. The first of the three Design LLC abatements will expire next year. Two other abatements expired last year – Phyto Technology and Sunshine Mill. Most of the 244 people employed by the ten actively abated businesses are making far greater than the local average income.

Commissioner Hege read the last paragraph of the report: "Looking at this date, it is quite clear to me that The Dalles-Wasco County Enterprise Zone has had its desired effect. Employment and wages are up, and new commercial development has taken place that has increased the property value in the Enterprise Zone." He noted that Wasco County is ahead of the State on average and has been since the recession. He stated that it is hard to point to any one thing, but the reality is that we are doing better than the rest

of the state and the trend is curving up in our favor."

Department Directors

Interim Finance Director Debbie Smith-Wagar introduced Mike Middleton, as Wasco County's newly-hired Finance Director. She stated that although she will be staying on for a while to ensure a smooth transition, she will be leaving the County in good hands. Mr. Middleton said that he is glad to be here; he is originally from Idaho but most recently lived with his family in Sitka, Alaska. He said that he is looking forward to being here, exploring the area and the Finance Office.

Ms. Smith Wagar reported that she is working to get the audit wrapped up which will go much faster now that Mr. Middleton is onboard.

Agenda Item - EZ Quick Projects

Commissioner Hege explained that this is the next step in the decision that was made by the City of The Dalles and Wasco County – joint sponsors of the third Design LLC Enterprise Zone – to distribute \$250,000 of the initial fee from that abatement for projects that will have an immediate impact. He reviewed the list, included in the Board packet, saying that the intent is to distribute funds for projects that can be done quickly and to distribute to a number of projects for a broader impact. He said that the City has already approved this list; if the Board approves, we will be able to distribute funds fairly quickly. He stated that some of the proposed recipients are very excited as they had no other avenues for funding.

Commissioner Kramer said that as a Dufur Park Board member, he can say that this will be a tremendous help. He noted that it is a volunteer position and there is no personal gain in it for him. Commissioner Hege said that the Dufur project may be able to be in place for this season.

Chair Runyon stated that this is a fair approach and helps a lot of people. Commissioner Hege noted that the initial minimum fee will be trued up as the plans are finalized for the building.

County Clerk Lisa Gambee asked if these funds will be available on an annual basis. Commissioner Hege replied that these funds are coming from the initial fee which is a one-time payment. He explained that in a couple of years when the building is occupied,

they will pay an annual fee; how those funds will be distributed has not been determined – there will be a lot of work that goes into those decisions.

Ms. Gambee asked if it would be possible for South Wasco County to get into the mix for future consideration. Commissioner Hege replied that Wasco County will get a share of the annual fee and can determine what is done with those funds. He said that the next year will see a lot of discussions around this topic; some want the money divided based on the tax rate, some want to select one big project to fund and there are many other ideas in between.

{{{Chair Runyon moved to accept the Wasco County/City of The Dalles Immediate Opportunity Projects list as presented. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item - Archival Book Repairs

Ms. Gambee stated she is here to propose a vendor for archival book restoration, adding that her office is charged with maintaining the integrity of archival materials. She said that the quote for the work exceeds her authority to approve.

Recordings Deputy Paul Bowers explained that there is an ORS requirement as a vital business to preserve legal titles, historical heritage, genealogy records, etc. He reported that he contacted four companies; one was eight months out to start the work and therefore did not submit a quote. He said that he conducted phone interviews with the other three companies; DPS is competitive and offered good quality. While Peeler submitted the lowest quote, they are a mobile service and cannot offer the quality provided by a controlled environment. He said that he also felt we can work well with DPS.

Ms. Gambee observed that another advantage of DPS was a flat price rather than a price range. She said that they will also scan all the documents; all the Clerk's staff will have to do is to index the images. She reported that we already have a lot of documents that have been scanned but not indexed and plan to hire a company to do the indexing which feeds into the County's strategic plan to use technology to create pathways for citizens – this will allow us to get that done more quickly.

Mr. Stone commented that the Clerk's Office has done well in following the County's

process and evaluating vendors.

Commissioner Hege concurred, saying that the information provided to the Board sets the bar very high for other departments.

{{{Commissioner Kramer moved to accept the Clerk's recommendation to engage DPS to preserve County records. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Gambee complimented Mr. Bowers on the extensive amount of work he did with the three vendors. She added that they had hoped to do five books this year but have scaled that back to three in response to budgetary considerations. She said that there is a dedicated fund for preservation that does not touch the general fund.

Chair Runyon said that he was away during the election but wanted to take note of the exceptional work done by the Clerk's office on a big election.

Agenda Item - County Logo

Ms. Gambee reminded the Board that the County recently launched a new strategic plan and organizational culture; part of that effort is to create a unified County brand. She said that the County currently uses five or six logos throughout the organization which leads to a fractured perception of the County. She said that the logo team began with the idea of creating a unified logo that would reflect the vision statement: Pathways to Prosperity. They started with sketches and discussions and narrowed selections until they had three to send to local Graphic Designer Dixie Lira; in addition, they asked Ms. Lira to submit three logos of her own design. The finished work was presented to the Management Team.

Ms. Gambee continued by saying that the Management Team narrowed the selections to two and then did a google forum survey to get employee feedback. Through that process, the badge emblem was selected to recommend as the County's unified logo. She said that this logo, if approved, will be used in email signatures, letterhead, vehicle signage, business cards, etc. She said that the roll-out will be gradual – immediate usage will be seen in emails, letterhead, etc. with a slower roll-out for signage and business cards. She stated that she is here to ask the Board's approval for the new logo.

Chair Runyon asked if materials bearing the current logo will continue to be used until

supplies are exhausted before replacing them with items displaying the new logo. Ms. Gambee replied affirmatively saying that most of the materials will be designed by the end of the year but implementation will be slower. However, the new logo can appear immediately on social media, the new website, etc.

Ms. Gambee reported that she and IT Director Paul Ferguson recently met with Revise for the website kickoff – very exciting. She announced that there will be a public survey for the website to allow the public to provide feedback on how they use the County site. She said that the new site will be mobile responsive which is an important component for our geographically dispersed County population.

Mr. Stone explained that the logo work had to be complete before the website kickoff as the color scheme will be used throughout the site. He asked Ms. Gambee to elaborate on how the logo ties into the vision statement.



Ms. Gambee explained that "pioneering" is not so much about our pioneering history; it is more about looking at new ways to pursue prosperity with a nod to the past. She said that the team was looking for a little more modern look rather than something with covered wagons. The conversation around "pathways" included everything from deer trails to railways and kayaks. From a strategic perspective, we are trying to open pathways for citizens – we cannot make them go but we can provide direction and opportunity; that is where the tick marks come in to indicate both a compass and a bright future which ties into prosperity.

Ms. Gambee went on to say that the mountain is a nod to Mt. Hood which is a dominant feature of our landscape. The pathways at the bottom, in both blue and green, recognize the agricultural nature of our county and its location on the Columbia River. Mr. Stone

pointed out that the leaves at the bottom appear to be wheat but are really just a nod to agriculture – we tried to get cherries in but it didn't work out.

Chair Runyon commended the team on seeking employee input; Commissioner Hege agreed saying that they did a great job.

{{{Commissioner Kramer moved to approve Resolution 16-016 establishing a unified logo for Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Gambee said that she would like to recognize the team which included Angie Brewer, Jaime Solars, Juston Huffman, Kathy White and herself. She said that the team work at Wasco County is what is so gratifying about working here.

Chair Runyon called a recess at 10:38 a.m.

The session reconvened at 10:43 a.m.

Agenda Item - Public Works

WEED CONTRACTS

Public Works Director Arthur Smith said that the terms of the Warm Springs contract are similar to previous contracts; the contract goes through 12.31.2017 with a lump sum payment of \$50,000 for Weed & Pest to spray noxious weeds on the Warm Springs Reservation. He said that there is an increase in our rates to reflect our cost increases. He added that the contract has been reviewed by legal counsel.

{{{Commissioner Kramer moved to approve the Confederated Tribes of Warm Springs Reservation of Oregon contract agreement with Wasco County Weed Department for noxious weed control. Commissioner Hege seconded the motion which passed unanimously.}}}

Mr. Smith said that the Forest Service has transitioned to what they call stewardship contracting. The Mt. Hood National Forest contract is for an amount up to \$146,820. He stated that their worksheet includes County cooperation with the National Forest – work that we do on the roads that service federal lands. He noted that the financial plan is a

little confusing; basically, over the next two seasons the County will spray and receive up to \$146,820 for that work.

{{{Commissioner Hege moved to approve Participating Agreement 16-PA-11060600-014 between Wasco County Public Works and Department of Agriculture Forest Service Mt. Hood National Forest for noxious weed management. Commissioner Kramer seconded the motion which passed unanimously.}}}

WASCO COUNTY ROADS

Mr. Smith reviewed a power point presentation (attached). He stated that 60% of the roads in Wasco County are County roads with 75 million vehicle miles per day are traveled on those roads which are organized into five road maintenance districts. He went on to review the rating system for roads explaining that County roads were historically at 85% consistently but reduced maintenance in response to decreasing budgets has caused the overall rating to fall to 73% on average.

Mr. Smith stated that paved roads are inspected annually; gravel roads are inspected every other year – gravel roads rating system goes from 1-5. Once a gravel road rating falls below three the cost of repair rises dramatically. Gravel roads used to be bladed four times each year and are now being bladed twice each year and are on average at a 3.3 rating.

Mr. Smith outlined the succession plan for his road crew, eight of whom will be eligible for retirement over the next three years – that is 40% of the road crew workforce. He will be hiring for positions to begin training with the more experienced crew for a smooth transition.

Mr. Smith reported that the fleet is aging. Equipment should be turned over in 10-15 years – we have surpassed that throughout the fleet. The old equipment is less efficient and less effective; it also has higher maintenance costs and lower resale value. He plans to replace equipment as he can.

Mr. Smith stated that his department has received two unexpected SRS payments; that, along with lower market prices, have resulted in a higher than anticipated beginning fund

balance of \$5.25 million. Some of those funds will be spent down to increase the number of miles receiving attention this fiscal year. He observed that a small investment now will create a bridge to a State funding packet – we are optimistic that there will be a State funding package this year. He said that the current plan is to address 30 or more miles of road this year – that will start running the ratings upward and put us on a 10-year maintenance schedule which is adequate to maintain a good average rating for all the roads. He said that the majority of work will be done during this calendar year – 19 miles this summer – and 15 miles in the spring; they will start with the roads in the worst condition. In addition they will be adding rock to the gravel roads for a more sound gravel road system.

Commissioner Kramer asked how much of the work will be on Bakeoven Road. Mr. Smith replied that 11 miles of Bakeoven will receive maintenance this summer.

Commissioner Hege said that they want to remove the from the NORCOR site; that could be available for the County to use. Mr. Smith said that he would look into that.

Mr. Smith said that the County is adding three entry level positions to train them before retirements – they can be introduced to the safety program and the new culture as well as receiving training from a veteran crew. He said he is looking for the best people; we will get them trained and let them grow with us. Mr. Stone commented that this is truly in line with the culture we are building.

Chair Runyon noted that one thing that was discussed at the AOC in conjunction with the emergency preparedness agenda was that culverts need to be maintained to prevent floods. Mr. Smith responded that for smaller culverts on gravel roads, the crew stops to inspect and clean them out if possible or submit a recommendation for clearing if the job is bigger than they can do right then; if culverts appear to be too small, they are replaced. He stated that he is certified by the state to inspect bridges and culverts and does so regularly. He said he wants to be proactive to keep them all clear and flowing freely.

The Board thanked Mr. Smith for his efforts to keep the roads in good condition and said that they are in support of his plan. Mr. Smith pointed out that this level of County expenditure is not sustainable and will act as a bridge to increased State funding. He said that Wasco County is not unique, funds are needed throughout the State to help cities and counties maintain their infrastructure.

Agenda Item - Mosier Train Derailment Update

Sheriff Lane Magill stated that the train cars are cleaned up and soil remediation was done on Saturday; the waste treatment plant is being evaluated – the main manhole cover was broken along with sections of pipe on both sides. He said that the plan is to replace the entire length rather than just what was damaged. He reported that at the last Town Hall, held Saturday night and hosted by Union Pacific (UP), the announcement was made that the cause was a bolt that had sheared below the surface of the track. Sheriff Magill reported that a UP executive was on hand and said that Mosier School will get new carpeting and basketball court flooring; UP will work with local businesses and residents for damages – they have seven people dedicated to those claims. He said that on Sunday, Senators Wyden and Merkley were in Mosier and thanked all the first responders. Partners were called in to help, including Bingen, the Tribes, and Hood River. Chair Runyon pointed out that the first responders included the Wasco County Sheriff's Department and Emergency Manager.

Sheriff Magill went on to say that we will submit an invoice to UP and they will cover all the emergency response costs. He pointed out that Emergency Manager Juston Huffman has been on the job for just two months and did a great job. He said that it is a ¾ time position and should be full-time. He said that he has looked at it before and been on the fence but is now convinced that we need to look at funding it at full-time to allow us to be more proactive.

Sheriff Magill reported that there will be a Mosier City Council meeting tonight; his department is working on a response to any protestors or anarchists that may appear; we support their first amendment rights but safety will be the top priority. He added that anyone on the tracks will be arrested.

Sheriff Magill said that there will be an after-action report. He said that he has been involved in incidents before, but never to this extent with a private industry. He said this has been the smoothest response he has ever participated in.

Chair Runyon commented that he appreciated the communication with Board members as events unfolded. Sheriff Magill said that Mr. Huffman has good ideas about how to improve those communications. He said we learn lessons through every incident. Chair Runyon said that we need republicize the Everbridge Citizen Alert system.

Mr. Stone asked if we can give some specific input for the after action report. Sheriff Magill replied that he and Mr. Huffman are compiling a list of who will be involved and will have each draft there observations to be included in one report; then there will be a meeting with one representative from each partner to finalize the report. He predicted that it will take several weeks to go through that process.

Commissioner Hege asked if they had been more specific about the cause of the derailment. Sheriff Magill responded that lags had been in place – if there is more than a three degree curvature, they use lags rather than spikes. The lags were generation two lags and have been upgraded to generation three. He reported that they looked into criminal activity but found no evidence to support that. Had it been sabotage, the derailment would have been up front – it was ten or twelve cars back. He stated that UP is increasing inspections and tests for the line.

Chair Runyon noted that the lag broke below the surface or it would have been detected by sensors. Sheriff Magill confirmed saying that they think it was a manufacturing flaw.

Commissioner Hege said that he hopes ODOT and WADOT can work for better responses as there were 4-5 hour travel delays. He said he thinks that could be improved. Chair Runyon noted that there was an accident on Hwy. 14 that added to the delay.

School District 21 Superintendent Candy Armstrong pointed out that this is another reason it is so important to keep County roads in good condition. She said that they were able to get kids moved over Seven Mile because the County road could handle that. She said that a lot of people were using the Dufur route to get to Hood River and a number of evacuees were hosted at Dry Hollow Elementary. She said that she cannot thank Sheriff Magill enough for the great job he did – the City, County and State law enforcement helped the schools through the situation. She said that federal representatives will be in the area Saturday; we need to make our voices heard for the SRS funding.

Ms. Johnson asked if the after action report will be available to the public. Commissioner Hege suggested that it might be presented in a public forum. Sheriff Magill replied that it is not a secret and could be presented publicly. He said one of the items already identified is that people were sent to The Dalles for shelter when Hood River is only five

minutes away from Mosier. He said that a town hall might be a good way to get the information out. He said that the evaluation will continue over the next six to twelve months.

Agenda Item - Annual Insurance Report

County Insurance Agent Mike Courtney of Courtney Insurance reviewed the CIS and SAIF proposals:

CIS

This year the proposal continues General Liability with a limit of \$10,000,000 per occurrence and \$30,000,000 annual aggregate, subject to an aggregate deductible of \$57,126 or 50% of the pre-credit total contribution. The credit is \$35,704 or 31% of the contribution. Net cost of the General Liability is \$76,104 minimum or \$133,230 maximum. While the maximum might seem a bit high, the aggregate deductible program as saved the County over \$90,000 since implementation in 2008. CIS continues to include a \$1,000 High Risk charge for the Demolition Derby.

Automobile coverage provides a liability limit of \$10,000,000 per accident on 133 vehicles, including trailers. Also included is Uninsured/Underinsured Motorist and limited Medical. We continue to recommend self-insuring physical damage to the vehicles. Total Cost of the Liability/Automobile section is \$103,103.99 plus any charges incurred in the aggregate general liability deductible.

County-owned property is scheduled with a total insured value of \$49,655,073 which includes a 2% trended increase from last year. Deductible is \$5,000 except for the Limited Earthquake and Flood for which the deductible is \$25,000 for properties not located in special flood hazard areas – to his knowledge, we don't have any of those. Property coverage also includes Equipment Breakdown (formerly called Boiler and Machinery), subject to a deductible of \$1,000.

Total property contribution is \$89,069.15. Columbia Basin will reimburse for the building insurance at their location. He said that he does not have that exact amount yet but anticipates it will be approximately \$15,000. Crime Coverage has a limit of \$250,000 at a cost of \$775; the \$5,000 deductible applies to Crime.

The total cost of the CIS package is \$192,948.14, subject to a minor adjustment for vehicle changes submitted following the receipt of this proposal – this is less than a 2% increase over last year.

Mr. Stone noted that the County has consciously opted to not buy any excess earthquake coverage. After the AOC emergency preparedness meetings, he would like to know if the Board is interested in increasing that. Commissioner Hege replied that we can look at the costs but he is not sure we have a concern in this area as our seismic zone is fairly small. Mr. Courtney stated that we would expect additional coverage to be fairly expensive.

SAIF

Mr. Courtney congratulated management and employees for instituting a culture of safety that has led to significant reduction in injuries to our employees. As a result, Wasco County's experience rating modification is now .79, down from last year's .81 – these are the lowest in several years.

He said that generally, rates are modestly reduced for most classes; the premium is up significantly, primarily due to a payroll increase of approximately 20%. He stated that he recommends continuing the annual pre-pay option as the discount for pre-pay is 3.5% or \$4,037.

Commissioner Hege asked how our experience rating is compared to other counties. Mr. Stone said that the average is 1.0 so we are doing well.

{{{Commissioner Kramer moved to accept the CIS insurance proposal as recommended by the County Insurance Agent. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the SAIF insurance proposal, Plan 2, as recommended by the County Insurance Agent. Commissioner Hege seconded the motion which passed unanimously.}}}

Fairgrounds Update

Mr. Stone reported that the groundskeeper will be out at least through the end of July at which time the situation will be reassessed. He stated that the Fair Board met last night

and would like to advertise for a temporary replacement to handle the groups using the facility throughout the summer. He said that there has been a lot of volunteer help plus the Facilities crew is spending a lot of time out there. One of the challenges they have faced is the replacement of the irrigation pump and the housing for that unit; the pump is operational as of yesterday but still needs someone onsite to run it. He said that the panels have been replaced at the rodeo corral and bathrooms are being covered by a contractor – cleaning one to four times daily depending on the size of the group. He said that the grounds look great.

Chair Runyon asked if our grounds person has any interest in the position. Mr. Stone replied that they have put that conversation on hold until we have a better idea of what is going to happen with the current groundskeeper.

Chair Runyon called for a recess at 12:08 p.m.

The Session reconvened at 6:00 p.m. at the Maupin Legion Hall – 311 Deschutes Ave, Maupin, OR.

Work Session - Pine Hollow Reservoir

Chair Runyon asked that the attendees introduce themselves:

- · Brian Norquist, Badger Irrigation District Board Member
- Dan VanVactor, Badger Irrigation District Board Member
- · Emily Norquist, Badger Irrigation District Secretary
- Keith Mobley, South Wasco Park and Recreation District Counsel
- Denny Ross, South Wasco Park and Recreation District Advisory Committee Member
- Ray Johnson, South Wasco Park and Recreation District Advisory Committee Member
- Joe Holub, South Wasco Park and Recreation District Advisory Committee Member
- Bill Brackman, South Wasco Park and Recreation District Advisory Committee Member
- Stan Kelsey, South Wasco Park and Recreation District Advisory Committee Member

- Merle Hlavka, Wampin Rock
- · Lisa Gambee, Wasco County Clerk
- Tyler Stone, Wasco County Administrative Officer
- · Rod Runyon, Chair, Wasco County Board of Commissioners
- · Scott Hege, County Commissioner
- Steve Kramer, County Commissioner
- · Kathy White, Board Assistant

Chair Runyon said that public comment will be accepted throughout the meeting.

Mr. Stone said that the purpose of this meeting is to fulfill the requirements of the 1969 agreement between Pine Hollow Coop (now BID) and the Oregon Game Commission (now ODFW). The agreement states that there will be an annual meeting with the County, BID and other interested parties. The issues at hand are disagreements between parties for ownership, maintenance and repair of the boat ramps, easement liabilities and the proposed pathway for moving forward. He stated that the group has worked on this for over a year and these are the issues that continue to surface.

Mr. VanVactor said that BID entered into an agreement with the County, part of which included the granting of two easements; we have not been able to locate the signed and filed easements. The purpose of the easements was the construction of boat launching areas for the general public; the obligation to grant the easements continues to exist and BID is willing to do so.

Ms. Gambee said that the Pine Hollow agreement says that BID will grant the easements; the only other document from 1969 is an easement to the State of Oregon through the Game Commission and includes two routes for public access to be granted to Wasco County.

Chair Runyon said that we have been working for a long time to figure out a way to bring people together to get the boat ramps repaired and now we are spending time interpreting legalese. He noted that great strides we made with the formation of the South Wasco Park and Recreation District (SWPRD).

Mr. VanVactor said that the County paid for a title report which shows that BID owns the land under the boat ramps. He said that BID has a duty to grant the easements for

the boat ramps; the impasse is that BID wants clarification on maintenance. He said that he worked exhaustively with Commissioner Kramer before the formation of SWPRD to get it settled. He said that BID has provided a resolution that states if the easement is to be granted and the boat ramp rebuilt, BID Wants the County to stand behind the District.

Chair Runyon observed that SWPRD needs to have time as they are just getting started; the BID letter does not give them that time. Mr. VanVactor replied that BID just wants a guarantee from the County. Chair Runyon responded that we need to see where this is going to go.

Mr. VanVactor asked if the County acknowledges that BID owns the land. Mr. Stone replied that the documents are at best a "maybe." Mr. VanVactor said that we need to agree on who owns the land; if we cannot agree on that, how can we agree on who builds the boat ramp.

Ms. Gambee said that in the report it says that BID owns the land to the high water mark and the County from that line on. For all intents and purposes, the two entities need to work together. She pointed out that layered on top of that is the easement granted to the Game Commission. Mr. VanVactor stated that the Game Commission easement is for ten feet around the lake to give pedestrian access for fishing. Ms. Gambee pointed out that no one except SWPRD wants the responsibility for the boat ramps.

Mr. Johnson said that when he worked for the department, he know about the easement. He said there was also an easement for access to the boat ramps. Mr. VanVactor interrupted by saying that if the water goes down, BID does not want people driving around the lake – the have the right to walk out and fish when the water is low. He said that there is a 1968 working agreement between the County and the Soil and Water Conservation District but no one has been able to find a signed copy of it. Mr. Stone noted that it is not in the Commission Journal and so was never approved.

Commissioner Kramer asked if the Game Commission easement is from the edge of the County road through the boat ramp to the water. Mr. VanVactor replied that it goes to 10 feet above the high water mark. Commissioner Kramer said that the Game Commission was granted an easement. Mr. VanVactor said that the easement is not to the boat ramp and haggling over that would not solve the problem; Rod French is not

going to take responsibility for the boat ramps. He said that there is an agreement with the Game Commission to meet annually with the County.

Chair Runyon pointed out that what BID is asking is for the County to guarantee sustainability forever which would encumber future Commissions. Mr. VanVactor replied that that is only if the County wants the easement; otherwise BID will remove the boat ramp on the north side of the reservoir. Chair Runyon asked what the hurry is to remove the ramp. Mr. VanVactor replied that there is no hurry if we are moving toward a solution.

Chair Runyon said that if SWPRD can find funding without a County guarantee, they could repair the ramp. Mr. VanVactor replied that they would have to come to BID for an easement. Chair Runyon asked if BID wants to see the ramp improved. Mr. VanVactor responded that BID has a problem with a high risk boat ramp and would love to see it solved; if the County or SWPRD is asking for an easement, BID will require in the easement an assurance of maintenance.

Commissioner Hege noted that while the north ramp is in disrepair, the south ramp is not; how does this requirement affect that ramp? Mr. VanVactor replied that in 1993 the County acknowledged ownership and got a grant to improve; that is why the south ramp is in better shape. If the County had not acknowledged ownership they could not have gotten the grant.

Commissioner Hege said that there is no County easement to the south boat ramp and asked who built the ramps. Mr. VanVactor replied that the County built the ramps.

Mr. Brackman said that the ownership issue is the same for both ramps; the north ramp failed due to poor construction and the fact that someone drove an excavator on it. He pointed out that the south ramp was similarly constructed so it can be expected to fail as well. He stated that the south ramp has a paved turnaround, pit toilets and a parking lot that will hold 20 trailers; there is a wooden toilet at the north ramp. Mr. Stone added that the wooden toilet has failed and cannot be used.

Mr. VanVactor said that there is also a nice piece of property that would be a good get for the district. He said that part of the structural problem at the north ramp is that the wind blows right into the north ramp and caused it to degrade more quickly – there is no rebar, just wire. He said that it is only the first 75 feet of the 150 foot ramp that broke –

the bottom 75 feet is in good condition. He said that the County contributed \$68,000 to the original construction; in 1969, that was a good sum of money. The Game Commission contributed \$150,000. He said that it was a joint effort in good faith for economic development.

Mr. Holub said that if we don't get this settled, forming the district was useless; SWPRD will not be able to accomplish anything. He said that there needs to be an agreement with BID, the County and SWPRD. Ms. Gambee noted that the survey identified a lot of recreational needs other than the boat ramp; while it is one of the top identified issues, it is not the only one.

Mr. Hlavka observed that it is the most visible issue and not only affects the locals but impacts tourism as well. He said that if the boat ramp fails, public support of SWPRD will dissipate.

Chair Runyon said that the County wants to get the ball rolling; we just need to get past the requirement for a guarantee.

Mr. VanVactor said that BID thinks it owns the land and the County built the boat ramps. BID thinks there was an agreement for the County to maintain the ramps; simply standing behind SWPRD shouldn't cost the County anything if SWPRD performs. Mr. Stone noted that the same is true for BID. Mr. VanVactor stated that BID is a mutual benefit corporation to provide water to its members and has no obligation to the public other than to grant easements. He said that BID will not under any circumstances ever take responsibility for the ramps.

Mr. Stone said that the BID easement with Fish and Wildlife says that BID will provide public access. Mr. VanVactor repeated that BID is not obligated to maintain the boat ramp – that is the history.

Mr. Brackman asked if BID would be willing to give the land to SWPRD rather than granting an easement. Mr. VanVactor replied that that may be a good solution; the problem would be surveying costs, etc., but if SWPRD took responsibility and held BID harmless, it might be a solution.

Mr. Brackman pointed out that if you sell or give someone something, you are not

generally held harmless. Mr. VanVactor replied that he doesn't want to discourage it but has talked to Mr. Stone about deeding the land. Mr. Brackman said that it would put BID at less risk. Mr. VanVactor stated that BID wants to avoid liability.

Ms. Gambee said that having been involved with this process and being an area resident she understands that neither BID nor the County are in the business of providing recreation – that is why SWPRD was formed to be in that business. She said that having SWPRD in place, it makes sense to transfer the land to them for management so they can take it and run with it; we should support their success with no caveats – the citizens will support that.

Chair Runyon said that Mr. VanVactor had at first said that the issue was maintenance and is now saying that it is liability. Mr. VanVactor responded that it is the lack of maintenance that is an issue.

Mr. Holub asked what would happen if a boater ran over a skier – who is responsible; who would be sued. How do you hold us all harmless? Mr. VanVactor replied that BID has insurance; SWPRD will probably have that as well.

Chair Runyon read a letter from Frank Veenker, a Pine Hollow resident who could not attend this session, into the record:

"BID Board Members:

I wish that I could attend the meeting in person, but it was not possible.

It has become apparent that the Badger Irrigation District is doing their best to stop the newly formed South Wasco Park and Recreation District from repairing and maintaining the two existing boat ramps on Pine Hollow Reservoir.

I have three issues I would like to express:

- I would remind BID that fishing and public water access takes precedence over all reservoir activities, including the BID drawdown of irrigation water.
- 2) I would think that BID would be a little more cooperative since it was the BID

> that hired Cougar Construction Company to clean up their outflow ditch by using the north boat ramp to move their equipment. That was the final straw in cracking the ramp; which was witnessed and photographed while it happened. Then Cougar Construction approached another construction company to ask them what they could do about breaking the ramp.

3) I personally would like to know that since last season was designated a drought year and since I measured the reservoir level and it was down more than two feet in June, who is keeping track of the draw down and when is the overage use made up so as to average out, over a ten year period, one foot by July 1st as called for in the original agreement between the Pine Hollow Coop (now BID) and the Oregon Game Commission (now the ODFW).

Yours truly, Frank Veenker Permanent Resident of Pine Hollow"

Mr. Ross asked if people use the ramp in low water. Mr. VanVactor replied that they use it to fish. Mr. Ross asked which 75 feet needs repair. Mr. VanVactor said that the top part needs to be repaired. Mr. Brackman pointed out that it would probably be best to take it all out and build new.

Mr. Ross said he is looking forward to what needs to be done to get it rebuilt. He said that if SWPRD can get insurance and get BID out of the picture for liability, SWPRD could move forward. He stated that SWPRD has looked at costs and it is very expensive; the cost of removal will have to be determined as well so that it can be applied as in-kind for grant applications.

Mr. Brackman said that if the Marine Board can be involved it will not be so expensive but they have requirements; if we want their financial support, we have to build it their way. Mr. Ross asked how long it will take to know if the transfer of property to SWPRD is possible. Mr. Brackman said that there may be some zoning issues. Mr. VanVactor added that it might require a text amendment which is a pretty common solution.

Ms. Gambee noted that Mr. Mobley had previously proposed how a transfer of property could be handled and asked if he could provide some insight. Mr. Mobley replied that he

does not think it would be too difficult; it would need a survey and sign off from Planning. Mr. Brackman noted that BID would have to retain ownership of the water. Mr. VanVactor said he thinks that can be done.

Mr. Johnson asked if BID has to get approval for a draw down. Mr. VanVactor replied that they do not, Mr. Veenker is mistaken on that – one foot is available to BID without permission. He stated that last year was a drought and they had to get permission to draw down below; he said that he thinks that is limited to twice in a 10-year period. He said last year was unique and they appreciated the drought resolution from the Board of Commissioners.

Chair Runyon said it sounds like we are on to something with the property transfer. Ms. Gambee said that the land that supports the ramps is owned by BID; they would deed the land to SWPRD and there could be no contingencies upon it – that would give SWPRD legal ownership and would support grant applications.

Mr. VanVactor Stated that BID would probably want a reversion clause that if SWPRD does not maintain the ramps and they fail, it goes back to BID. He said that BID believes they have cooperated even though Mr. Stone does not agree; this is uncomfortable for BID.

Mr. Holub asked if it is true that BID hired Cougar Construction. Mr. VanVactor replied that they did not but it was suggested that BID would have a claim against Cougar for the damage. He said there is some merit to that and also some misunderstanding about that.

Commissioner Hege asked if giving the land to SWPRD would include both BID and the County. Ms. Gambee replied that it would. Mr. VanVactor said that it would be best to look at the whole package; the County should deed over the parking and bathrooms. He said there is some nice land there. Ms. Gambee said that the County would own the roads; according to County Surveyor Dan Boldt, there is a little ambiguity there that would have to be resolved. If both entities deed their piece of the property, SWPRD would still work with the County, BID and ODFW regarding the docks and other issues. Mr. VanVactor said there are a lot of issues BID would like to work with the County to resolve.

Mr. Brackman said that in transferring the land it would have to go beyond the ramp; there are people using the County right-of-way as their yard and that may be a potential problem – down the road we may find that someone has a nice porch on County easement.

Mr. Holub asked how much easement is needed to do maintenance and repair on the reservoir. Mr. VanVactor responded that BID has the right to use the 10 feet around the lake but there are some holes in that; those issues do not affect this discussion. He said that if people build docks, BID has the right to take them down and probably the responsibility to do so; docks that break loose could damage the dam. He stated that he does not think BID needs more access than what they already have. BID is charged with maintaining the dam to store water and has a safety plan in case of a breach.

Mr. Mobley suggested that he work with Mr. Boldt to put together some deeds to review and put in some stakes to outline the proposed boundaries so people can weigh in. He said he would volunteer to do that work with Mr. Boldt to see what is needed to convey the property to SWPRD. Commissioner Kramer suggested that they include Planning Director Angie Brewer for the planning aspect of the transfer.

Mr. Hlavka said that two entities have the property so to facilitate that it would take a combination of both of the properties. Mr. Mobely confirmed that they will include both in their proposal.

Chair Runyon pointed out that there will obviously be a cost. Mr. VanVactor stated that BID will not spend any money; they will review the deed and offer suggestions. Chair Runyon questioned that BID thinks it is a good idea but does not want to partner. He said he thinks the transfer is an area worth pursuing.

Mr. VanVactor said that BID will donate the land; of course, the BID board would have to approve the transfer.

Chair Runyon asked Mr. Norquist if it seems fair and reasonable to him to do this and not share the cost. Mr. Norquist replied that they would have to get approval from the BID Board to share in any costs. Mr. VanVactor said that the Board has the power of the checkbook and he does not know what they would do.

Mr. Mobley said that his services will be at no cost. Mr. VanVactor said he would help Mr. Mobley with the work. Chair Runyon expressed his appreciation and said that this will not be solved tonight; we have laid out a path to follow toward a solution. Mr. Brackman said that SWPRD will need a point person with the County. Ms. Gambee stated that she will continue to fill that role. Chair Runyon said that he and the other Commissioners will need some time with the Administrative Officer and legal counsel to get some answers before we jump off the dock; he said those conversations will be expedited.

Mr. Johnson asked if Mr. Stone has any information from ODFW. Mr. Stone replied that there is another option. He said that the Game Commission holds the easements that are assignable and are willing to assign those easements to SWPRD. Mr. VanVactor asked if the Game Commission owns the ramps. Mr. Stone replied that they have sole easement that supersedes all others; the easement that was granted to Pine Hollow Coop says that there will be public access into and on The Game Commission owns the easement.

Mr. Stone went on to say that the Game Commission is willing to grant the easement to SWPRD; there is a reason that the easements were never given to the County – they were granted to the Game Commission. He said that that would be his recommendation. Mr. VanVactor stated that that takes the spirit of the meeting another way. Mr. Ross noted that there will still be a liability issue. Chair Runyon stated that there are two paths here to be investigated.

Ms. Gambee asked if it would be BID's preference to deed the land. Mr. VanVactor replied that he thinks that would work better. He asked that BID be kept informed of the progress.

Commissioner Hege noted that he had heard mention that SWPRD was not in support of the deed transfer. Mr. Brackman replied that they were not opposed to it but were concerned about the time, cost and possible complications of the process; an easement would be fast and easy.

Commissioner Hege said that if everyone is on the same page, it should take less time and there is a benefit for grant pursuit to owning the land. Mr. Brackman stated that he thinks everyone would agree that the documents that exist are at best murky. Commissioner Hege stated that he has not had a chance to explore the proposal but it

seems like ownership is a cleaner solution and his current thinking is that the cleaner the better as the current situation is untenable. He said that the District is a great thing and if they can have the ownership that would be an advantage to them and make liability more clear. Ms. Gambee added that it may address some of the other issues as well. Commissioner Hege said that he does not think it will take that long. Mr. Mobley agreed saying that this group has a lot of authority to make decisions.

Commissioner Hege asked if there are issues of costs. Mr. Stone responded that it could be expensive and time consuming but it has already been expensive and time consuming; if this gets us to a resolution, it would be worth it.

Mr. VanVactor stated that if BID grants an easement there would be a reversionary clause. He said that BID wants to facilitate a solution but does not want to spend the money; recreation is not our members' mission. Commissioner Hege noted that the same is true for the County. Mr. Stone pointed out that under the agreements both the County and BID have some responsibility for recreation and cannot wash their hands of that. He said that primary purpose of the reservoir is recreation. Mr. VanVactor said he does not think we need to debate this again.

Chair Runyon said that the research will begin now. He adjourned the session at 7:34 p.m.

Summary of Actions

Motions Passed

- To approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Fire & Rescue for GIS Services.
- To approve the Intergovernmental Agreement between Wasco County and Northern Wasco Public Utility District for GIS Services.
- To approve the Intergovernmental Agreement between Wasco County and Sherman County for GIS Services.
- To approve the Intergovernmental Agreement between Wasco County and City of The Dalles for GIS Services.
- To approve Department of Revenue ORMAP Intergovernmental Agreement Contract #3543-16.

- To approve Order 16-053 designating The Dalles Chronicle for the publication of the annual tax foreclosure list.
- To approve Order 16-043 appointing Chris Rossel to the 15-Mile Watershed Council.
- To approve the Consent Agenda with the addition of the 6.9.2016 Town Hall minutes – 6.1.2016 Regular Session Minutes, 6.9.2016 Town Hall Minutes, Reappointments as follows:
 - Order 16-040 Reappointing Phil Kaser to the 15-Mile Watershed Council
 - Order 16-041 Reappointing Bob Durham to the 15-Mile Watershed Council
 - Order 16-042 Reappointing Martin Underhill to the 15-Mile Watershed Council
 - Order 16-038 Reappointing Lowell Forman to the Farm Board of Review
 - Order 16-039 Reappointing Curtis Mayhew to the Farm Board of Review
 - Order 16-044 Reappointing Scott Hege to the Board of Property Tax Appeals
 - Order 16-046 Reappointing Del Cesar to the Board of Property Tax Appeals
 - Order 16-047 Reappointing Ken Polehn to the Board of Property Tax Appeals
 - Order 16-048 Reappointing Dee Ashley to the Board of Property Tax Appeals
 - Order 16-049 Reappointing John Hutchison to the Board of Property Tax Appeals
 - Order 16-050 Reappointing Vickie Ellett to the Board of Property Tax Appeals
 - Order 16-051 Reappointing Elwin Grout to the Special Transportation Funds Advisory Committee
 - Order 16-052 Reappointing Marilyn Richardson to the Special Transportation Funds Advisory Committee
- To approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for the 2016-2017 Fiscal Year.

- To accept the Wasco County/City of The Dalles Immediate Opportunity Projects list as presented.
- To accept the Clerk's recommendation to engage DPS to preserve County records.
- To approve Resolution 16-016 establishing a unified logo for Wasco County.
- To approve the Confederated Tribes of Warm Springs Reservation of Oregon contract agreement with Wasco County Weed Department for noxious weed control.
- To approve Participating Agreement 16-PA-11060600-014 between Wasco County Public Works and Department of Agriculture Forest Service Mt. Hood National Forest for noxious weed management.
- To accept the CIS insurance proposal as recommended by the County Insurance Agent.
- To approve the SAIF insurance proposal, Plan 2, as recommended by the County Insurance Agent.

Wasco County

Board of Commissioners

Rød L. Runyon, Board Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

- 1. GIS Contracts Paul Ferguson/Tycho Granville
- 2. <u>ORMAP Grant Agreement</u> Jill Amery
- 3. <u>Designation of Newspaper</u> Kathy White
- 4. <u>Watershed Council Appointment</u> Kathy White

Discussion Item GIS Contracts

- IGA with Mid-Columbia Fire and Rescue for GIS
 Services
- IGA with Northern Wasco County PUD for GIS
 Services
- IGA with Sherman County for GIS Services
- IGA with City of The Dalles for GIS Services



WASCO COUNTY

ADMINISTRATIVE OFFICES

Suite 101 511 Washington Street The Dalles, Oregon 97058 (541) 506-2550 Fax (541) 506-2551 Tyler Stone Administrative Officer HUMAN RESOURCES (541) 506-2775

> FINANCE (541) 506-2770

INFORMATION SERVICES (541) 506-2554

> FACILITIES (541) 506-2553

INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND MID-COLUMBIA FIRE AND RESCUE FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and MID-COLUMBIA FIRE AND RESCUE hereinafter called "MCF&R."

WHEREAS, both Wasco and MCF&R find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to MCF&R; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE**

1.1 This Agreement is effective July 1, 2016 and terminates at 11:59 p.m. on June 30, 2017, unless terminated sooner under Section 2 of this Agreement.

2. TERMINATION

2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. **PURPOSE**

3.1 The purpose of this Agreement is to:

- 3.1.1 Provide ongoing GIS data and support to MCF&R.
- 3.1.2 All digitized line work shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land:

Those portions of Wasco County within the District Boundary of MCF&R.

5. **STATEMENT OF WORK**

5.1 Wasco agrees to:

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

5.2 MCF&R agrees to:

- 5.2.1 Provide any paper maps that cover the contracted area; and
- 5.2.2 Contribute \$6000.00 in cash toward maintaining WCGIS.

5.3 **Both Wasco and MCF&R agree that:**

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.
- 5.3.2 The data provided between Wasco and MCF&R will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.
- 5.3.3 Services shall be provided in accordance with all laws of the State of Oregon; however, in the event that such services are needed by both parties, to the extent that the requirements cannot be met, the parties agree that the needs within Wasco County shall take priority.

5.3.4

7. **LIABILITY AND INDEMNITY**

- 7.1 MCF&R shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by MCF&R, or its officers, employees or agents.
- 7.2 Wasco shall indemnify MCF&R for, and hold MCF&R harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 7.3 It is specifically understood that all data exchanged between MCF&R and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.
- 7.4 Data and programs supplied by Wasco to MCF&R are provided on an "as is" basis. Wasco expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completedne3ss of any data or programs supplied.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

- 9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with MCF&R in connection with activities carried out under this Agreement, and shall have no obligation with respect to MCF&R's debts or any other liabilities of each and every nature.

10. NO WAIVER OF CLAIMS

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

| | - | |
|------|----------------|---|
| 12. | LAW OF OREGON | Т |
| 1 4. | LAW UP UKEATUN | |

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

| DATED this 16 th day of June, 2016. | |
|------------------------------------------------|----------------------------------------|
| | WASCO COUNTY BOARD OF COMMISSIONERS |
| APPROVED AS TO FORM: | Rod Runyon, Commission Chair |
| Kristen Campbell Wasco County Counsel | Scott Hege, Commissioner |
| | Steve Kramer, Commissioner |
| Dated this day of, 2016 | |
| | MID-COLUMBIA FIRE AND RESCUE |
| | Bob Palmer Fire Chief |



WASCO COUNTY

ADMINISTRATIVE OFFICES

Suite 101 511 Washington Street The Dalles, Oregon 97058 (541) 506-2550 Fax (541) 506-2551 Tyler Stone Administrative Officer HUMAN RESOURCES (541) 506-2775

> FINANCE (541) 506-2770

INFORMATION SERVICES (541) 506-2554

FACILITIES (541) 506-2553

INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and the NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT hereinafter called "NWCPUD."

WHEREAS, both Wasco and NWCPUD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to NWCPUD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE**

1.1 This Agreement is effective July 1, 2016 and terminates at 11:59 p.m. on June 30, 2017, unless terminated sooner under Section 2 of this Agreement.

2. **TERMINATION**

2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect any obligations or liabilities accrued prior to such termination.

3. **PURPOSE**

3.1 The purpose of this Agreement is to:

- 3.1.1 Provide ongoing GIS data and support to NWCPUD.
- 3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land described by the United States Public Land Survey System:

Those portions of Wasco County served by NWCPUD and within the service district boundaries.

5. **STATEMENT OF WORK**

5.1 Wasco agrees to:

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

5.2 **NWCPUD** agrees to:

- 5.2.1 Provide any paper maps that cover the contracted area; and
- 5.2.2 Contribute \$6000.00 in cash toward maintaining WCGIS.

5.3 **Both Wasco and NWCPUD agree that:**

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.
- 5.3.2 The data provided between Wasco and NWCPUD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, AutoCAD dxf/dwg format.
- 5.3.3 Services shall be provided in accordance with all laws of the State of Oregon; however, in the event that such services are needed by both parties, to the extent that the requirements cannot be met, the parties agree that the needs within Wasco County shall take priority.

7. **LIABILITY AND INDEMNITY**

- 7.1 NWCPUD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by NWCPUD, or its officers, employees or agents.
- 7.2 Wasco shall indemnify NWCPUD for, and hold NWCPUD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 7.3 It is specifically understood that all data exchanged between NWCPUD and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.
- 7.4 Data and programs supplied by Wasco to NWCPUD are provided on an "as is" basis. Wasco expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completedne3ss of any data or programs supplied.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

- 9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with NWCPUD in connection with activities carried out under this Agreement, and shall have no obligation with respect to NWCPUD's debts or any other liabilities of each and every nature.

10. No Waiver of Claims

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

| DATED this 16 th day of June, 2016. | |
|------------------------------------------------|----------------------------------------|
| | WASCO COUNTY BOARD OF COMMISSIONERS |
| APPROVED AS TO FORM: | Rod Runyon, Commission Chair |
| Kristen Campbell Wasco County Counsel | Scott Hege, Commissioner |
| | Steve Kramer, Commissioner |
| Dated this day of, 2 | 016. |
| | Northern Wasco County PUD |
| | Roger Kline, General Manager |



WASCO COUNTY

ADMINISTRATIVE OFFICES

Suite 101 511 Washington Street The Dalles, Oregon 97058 (541) 506-2550 Fax (541) 506-2551 Tyler Stone Administrative Officer HUMAN RESOURCES (541) 506-2775

> FINANCE (541) 506-2770

INFORMATION SERVICES (541) 506-2554

FACILITIES (541) 506-2553

INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND SHERMAN COUNTY FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and Sherman County, a political subdivision of the State of Oregon, hereinafter called "Sherman."

WHEREAS, both Wasco and Sherman find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to Sherman; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE**

1.1 This Agreement is effective July 1, 2016, and terminates at 11:59 p.m. on June 30, 2017, unless terminated sooner under Section 2 of this Agreement.

2. TERMINATION

2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. **PURPOSE**

- 3.1 The purpose of this Agreement is to:
 - 3.1.1 Provide ongoing GIS data and support to Sherman.
 - 3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land:

Sherman County.

5. **STATEMENT OF WORK**

5.1 Wasco agrees to:

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

5.2 Sherman agrees to:

- 5.2.1 Provide any paper maps or digital data that cover the contracted area; and
- 5.2.2 Contribute that portion of the Sherman County recording fee dedicated to GIS, less the Sherman County Clerk's administrative fee, to maintaining WCGIS.

5.3 **Both Wasco and Sherman agree that:**

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both <u>parties</u>.
- 5.3.2 The data provided between Wasco and Sherman will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.
- 5.3.3 Services shall be provided in accordance with all laws of the State of Oregon; however, in the event that such services are needed by both

parties, to the extent that the requirements cannot be met, the parties agree that the needs within Wasco County shall take priority.

7. LIABILITY AND INDEMNITY

- 7.1 Sherman shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Sherman, or its officers, employees or agents.
- 7.2 Wasco shall indemnify Sherman for, and hold Sherman harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 7.3 It is specifically understood that all data exchanged between Sherman and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.
- 7.4 Data and programs supplied by Wasco to Sherman are provided on an "as is" basis. Wasco expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completedne3ss of any data or programs supplied.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

- 9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with Sherman in connection with activities carried out under this Agreement, and shall have no obligation with respect to Sherman's debts or any other liabilities of each and every nature.

10. NO WAIVER OF CLAIMS

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. MODIFICATION

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. LAW OF OREGON

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

DATED this 16th day of June, 2016. WASCO COUNTY BOARD OF COMMISSIONERS Rod Runyon, Commission Chair APPROVED AS TO FORM: Scott Hege, Commissioner Kristen Campbell Wasco County Counsel Steve Kramer, Commissioner DATED this _____ day of _____, 2016. SHERMAN COUNTY COURT Gary Thompson, Judge Steve Burnet, Commissioner

Mike Smith, Commissioner



WASCO COUNTY

ADMINISTRATIVE OFFICES

Suite 101 511 Washington Street The Dalles, Oregon 97058 (541) 506-2550 Fax (541) 506-2551 Tyler Stone Administrative Officer HUMAN RESOURCES (541) 506-2775

> FINANCE (541) 506-2770

INFORMATION SERVICES (541) 506-2554

FACILITIES (541) 506-2553

INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND THE CITY OF THE DALLES FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and THE CITY OF THE DALLES hereinafter called "TCOTD."

WHEREAS, both Wasco and TCOTD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to TCOTD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE**

1.1 This Agreement is effective July 1, 2016 and terminates at 11:59 p.m. on June 30, 2017, unless terminated sooner under Section 2 of this Agreement.

2. TERMINATION

2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. **PURPOSE**

3.1 The purpose of this Agreement is to:

- 3.1.1 Provide ongoing GIS data and support to TCOTD.
- 3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land described by the United States Public Land Survey System:

Those portions of Wasco County within the Urban Growth Boundary of TCOTD.

5. **STATEMENT OF WORK**

5.1 Wasco agrees to:

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

5.2 **TCOTD** agrees to:

- 5.2.1 Provide any paper maps that cover the contracted area; and
- 5.2.2 Contribute \$12,000.00 in cash toward maintaining WCGIS.

5.3 **Both Wasco and TCOTD agree that:**

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.
- 5.3.2 The data provided between Wasco and TCOTD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.
- 5.3.3 Services shall be provided in accordance with all laws of the State of Oregon; however, in the event that such services are needed by both parties, to the extent that the requirements cannot be met, the parties agree that the needs within Wasco County shall take priority.

7. **LIABILITY AND INDEMNITY**

- 7.1 TCOTD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by TCOTD, or its officers, employees or agents.
- 7.2 Wasco shall indemnify TCOTD for, and hold TCOTD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 7.3 It is specifically understood that all data exchanged between TCOTD and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.
- 7.4 Data and programs supplied by Wasco to TCOTD are provided on an "as is" basis. Wasco expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completedne3ss of any data or programs supplied.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

- 9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with TCOTD in connection with activities carried out under this Agreement, and shall have no obligation with respect to TCOTD's debts or any other liabilities of each and every nature.

10. NO WAIVER OF CLAIMS

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

| 10 | - | | | _ | | |
|-----|---|-------------|----|------|-----|----|
| 12. | | TX / | OF | l II | REG | ON |
| | | | | | | |

12.1

Conducted in the State Circuit Court for Wasco County.

DATED this 16th day of June, 2016.

WASCO COUNTY BOARD OF COMMISSIONERS

Rod Runyon, Commission Chair

APPROVED AS TO FORM:

Scott Hege, Commissioner

Kristen Campbell
Wasco County Counsel

Steve Kramer, Commissioner

DATED this _____ day of _____, 2016.

THE CITY OF THE DALLES

Any litigation hereto shall be governed by the laws of the State of Oregon and

Julie Krueger, City Manager

Discussion Item Oregon Map (ORMAP) Grant Agreement

- Grant Application
- Award Notification
- ORMAP IGA Contract #3543-16

ORMAP Grant Application

| Section | n I. County and Gra | ant I | nformat | tion | | | |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------|---------------------------------------------|-----------------|-------------------|---------------|
| A. County: Wasco | | | B. Fui | B. Funding Cycle: Spring 2016 | | | |
| C. Project will help meet ORMAP Goal(s): 1 | | | | D. Fu \$25,41 | nd Request: | | |
| Section | n II. Summary of Pr | ojec | t | | | Depart Assessr | |
| A. Brief | Overview of the Request | | | | | □ Pass | □Fail |
| tax maps | Wasco County is seeking \$25,410 to capture 210 control points to begin the conversion of Wasco County tax maps to meet ORMAP technical specifications. This is the 1st phase of a planned five-year project. | | | | | | |
| _ | d Deliverables | | | | | | |
| Check | Deliverables | Brief | descriptio | on of the | deliverables | | |
| | Tax Lot Conversion | | | | | | |
| | Tax Map Conversion | | | | | | |
| X | Control Points | 210 p remaj | | cted by th | e Surveyor in p | reparati | on for County |
| | Development | | | | | | |
| | Other Assistance | | | | | | |
| | Other Deliverable | | | | | | |
| | Hardware/Software | | | | | | |
| | <u> </u> | | | | | | |
| B. Proje | ected Project Completion | Date (| projects s | hould not | t exceed one ve | ear) | |
| Septemb | | | | | j |) | |
| | Costs of Project (add lin | 06 96 T | ocossary) | | | | |
| Deliverab | | cs as i | Number | of Items | Cost per Item | Т | otal Cost |
| Control | | | 210 | 01 1001115 | \$121 | | 25,410 |
| Control | 1 Onits | | 210 | | Ψ121 | Ψ | 25,110 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| D. Parti | nerships and Contribution | ıs (ad | d lines as r | 1ecessarv |) | | |
| Partner | | 15 (444 | | Contributi | | | |
| | County Surveyor | | | GPS equipment, computers, vehicle with gear | | | |
| Wasco County Surveyor Wasco County (30 Pre-Existing Control | | rol | \$3,630 | | | | |
| Points – \$121/point) Wasco County Assessor, map research and | | | n and | ¢2.700 | | | |
| review | | | | \$2,700 | | | |
| Cash from 2009 Data Sharing Agreement | | | nent | \$1,000 | | | |
| Total Match | | | | \$7,330 | | | |
| A. Asso | A. Assessor's Signature & Date: See File Copy | | | | | | |
| F. Fisca | l Coordinator – Name & | Т | vler Stone | e. County | Administrato | or | |
| | Number: | | 41.506.25 | | | | |
| G. Project Coordinator – Name & Tycho Granville | | | | | | | |
| Title: | · · · · · · · · · · · · · · · · · · · | | | | | | |

150-304-101-9 Rev: 2014.1

| E-mail address: | tychog@co.wasco.or.us |
|------------------|---------------------------|
| Phone Number: | 541.506.2658 |
| Mailing Address: | 2705 E 2 nd St |
| | The Dalles, OR 97058 |
| | |
| | |

Section III. Detail Project Information –Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

This project will be used to collect 210 control points as the first step in the remapping the Wasco County tax lots to meet ORMAP technical specifications. This is the 1st phase of a proposed five-year project to bring Wasco County into compliance with ORMAP goal 6.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

2N 13E

76 Index Maps

2200 Polygons (2034 tax lots and 166 other polygons (roads rights-of-way, water bodies, etc.)

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a "status map" of your county.)

Contract: #2484: Purchased plotter for Assessor's department. 100% complete.

All of Wasco County is currently at goal 2 (see attached map)

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

- A. Review existing documents
- B. The Surveyor will research control points in the office.
- C. The technicians will find corners in the field and collect coordinates for control points, working under the direct supervision of the surveyor, to sub- foot accuracy using real-time GPS. The County maintains survey grade GPS equipment. Providing this equipment to the project is an additional cost match.

5. Describe the project deliverables.

210 Control Points with Sub-Foot Accuracy. GPS data file will contain similar to the following information for each point: Northing, Easting, Reference Survey Number, Observation Date, Observation Id, Township, Range, Section, Corner (< 1' accuracy, ddd – mm - 000 coordinate format, WGS84)

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles. Seasonal full-time staff, under the direct supervision of the Wasco County Surveyor, will collect the control points.

Lane County Information Services, Wasco County GIS, and Assessor staff will provide assistance with locating general location of preferred points.

7. How will the county cartographer integrate the deliverables into the County's maintenance plan? Lane County Information Services maintains the tax lot maps for Wasco County. This project will have no impact on maintenance

8. Provide a project timeline with milestones or completion dates.

Control point collection will begin in June 2016 with completion in September 2016. Conversion of the tax lot maps and continuing collection of control points will begin (with additional grant requests) Fall 2016

9. Does this project have any partnerships? If yes, please identify them.

10. Describe any innovations utilized by this project.

The results of this project are intended to utilize the ESRI Parcel Fabric technology to improve relative and positional accuracy of data maintained in the ORMAP ESRI data schema format. The new GPS points will be conveyed to BLM for possible input and update of calculated CadNSDI data.

11. Detail Costs (who is paying for what).

Wasco County Assessor staff - \$2,700 (Wasco County) Pre-existing corner control - \$3,630 (Wasco County) County Surveyor - \$13,360 (Grant) 2 temporary workers - \$11,340 (Grant)

Lane County assistance - \$710 (Grant)

B. Quality Control

1. Who will be responsible for quality control (QC)?

Wasco County Surveyor

2. Will county cartography staff review the deliverables?

No. Deliverables will be reviewed by Lane County Information Services when the map conversion begins (planned for Spring 2017).

3. Will there be a review by Department of Revenue's cartography staff?

If requested

4. Describe QC procedures.

Survey control points will meet County survey specifications for mapping.

C. Project Detail

1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

No.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes. This is the 1st phase of a planned five-year project.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

| | Total Countywide | Meet Tech Specs | Percent Complete |
|----------|------------------|-----------------|------------------|
| Tax Lots | 15,119 | Unknown | Unknown |
| Tax Maps | 662 | Unknown | Unknown |

There is no documentation listing which index maps meet the ORMAP technical specifications. Review by the Department of Revenue and Lane County Information Services staff state many of the maps are "fairly close."

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No. This is the first part of a planned multiyear project.

5. Is this project part of a multi-county effort? If so, please explain.

No.

6. Will the project cost be affected if it is not fully funding this cycle?

Possibly. If labor costs increase so will the amounts requested in follow-on grants.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes -

GIS Framework Data License - Signed 2005

GIS Cadastral Data Sharing License Agreement v1.3 - Signed 2009

2. Identify any data restrictions or licensing issues.

There are no data restrictions or licenses required. Data is shared with other public partners at no cost and is sold to anyone else.

E. Background Information

Any other information that you feel may help support the project.

This project starts Wasco County on the path to having all of its tax lots meet ORMAP specifications. It is expected to take 5 years – our surveyor staff does not have the capacity to provide collection, supervision, and QC for the ORMAP project in addition to the other duties to complete this task sooner. Additionally, Lane County Information Services (our vendor) cannot comfortably add enough staff to remap more than 4000 tax lots per year.

The outline of our plan is to have the surveyors get one funding cycle "ahead" of Lane County Information Services in their collection of control points. Then Lane County Information Services will not be held up by any issues with the collection of additional control points. Also, the surveyors will have some (small) capacity if there are a few additional points that need to be captured to help the current cycle of remapping.

Wasco County views this as a pilot project. The collection area was picked for being both close to the surveyor's office and having a mix of urban and rural areas. This will allow us to get a clearer picture of the actual costs and time involved in the remapping.

The Surveyor plans to collect all control points (for the entire five-year project) with urban accuracy (sub foot) regardless of their location in the county. Positional accuracy of less than that makes the final product of little value for the surveying community.

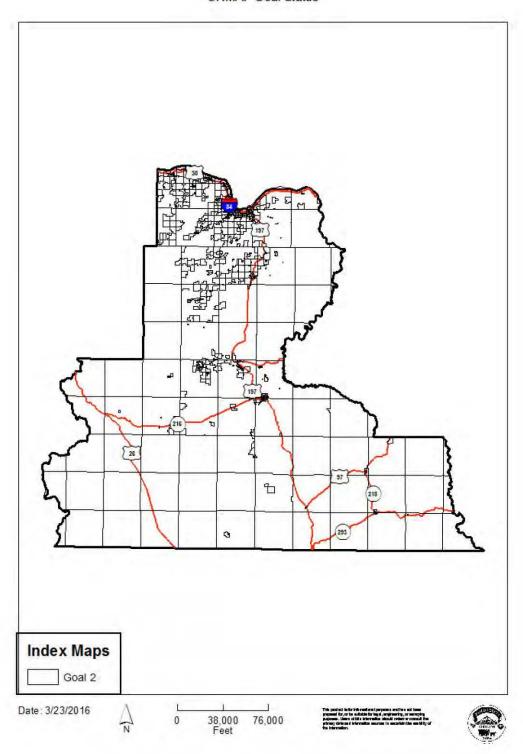
F. Other Issues - Please identify.

None.

150-304-101-9

Rev: 2014.1

Wasco County ORMAP Goal Status



G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

| 1. \Box The proposed grant project policies or programs could have a disproportionate or unique <u>positive</u> impact on the following minority persons: |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Indicate all that apply: |
| Women Persons with Disabilities African-Americans Hispanics Asians or Pacific Islanders American Indians Alaskan Natives |
| 2. The proposed grant project policies or programs could have a disproportionate or unique <u>negative</u> impact on the following minority persons: |
| Indicate all that apply: |
| Women Persons with Disabilities African-Americans Hispanics Asians or Pacific Islanders American Indians Alaskan Natives |
| 3. The proposed grant project policies or programs <u>will have no</u> disproportionate or unique impact on minority persons. |
| If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons. |
| I HEREBY CERTIFY on this <u>1st</u> day of <u>April</u> , 2016, the information contained on this form and any attachment is complete and accurate to the best of my knowledge. |
| Signature: /s/ Paula Brunt (see file copy) |
| Printed Name: Paula Brunt Title: <u>Human Resource Manager</u> |
| 14 Minority persons" are defined in SR 463 (2013 Regular Session) as women persons with disabilities (as defined in ORS 174 107). African-Americans |

150-304-101-9

Rev: 2014.1

Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

Submit completed forms to:

| Mail | Contact Information |
|------------------------------|---------------------|
| ORMAP Project Coordinator | Tel: 503-586-8128 |
| Oregon Department of Revenue | Fax: 503-945-8737 |
| Property Tax Division | or.map@state.or.us |
| 955 Center St. NE | |
| Salem OR 97301-2555 | |

150-304-101-9

Rev: 2014.1 7



Property Tax Division 955 Center St NE PO Box 14380 Salem, OR 97309-5075 www.oregon.gov/dor

June 6, 2016

Tycho Granville, GIS Coordinator 2705 E 2nd St The Dalles, OR 97058

Dear Mr. Granville

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2016 through June 30, 2017.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

| Contract Number: | | | | | |
|------------------|--------------------|--------------|--|--|--|
| Task | Deliverable | Award Amount | | | |
| 1 | 210 Control Points | \$ 25,410.00 | | | |
| 2 | | | | | |
| | | | | | |
| Total | | \$ 25,410.00 | | | |

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

Bran M Etter

With regards,

Bram N. Ekstrand

Property Tax Assistance and Oversight Section Manager

Oregon Department of Revenue

cc: County Assessor

DOR Finance Department

File

DEPARTMENT OF REVENUE ORMAP INTERGOVERNMENTAL AGREEMENT CONTRACT #3543-16

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Wasco County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. <u>Effective Date of Agreement.</u> This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.
- B. Award. The Department shall provide funds in the amount of \$25,410.00 to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.
- C. <u>Project Completion.</u> County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *June 30, 2017* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before *July 31, 2017*.

II. <u>DISBURSEMENTS</u>.

- A. <u>Disbursement of Funds by the Department.</u> Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. <u>Disallowed Costs.</u> The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. <u>Cost Savings</u>. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. <u>No Duplicate Payment.</u> The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. <u>Conditions Precedent to Final Disbursement.</u> The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. <u>Assignment.</u> If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. <u>Payments.</u> To the extent required by state and federal law, the County agrees to:
 - Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 - 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

County shall require and ensure that each of its subcontractors complies with these requirements.

C. <u>Liabilities.</u> County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. <u>Compliance with Applicable Law.</u> The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any

- audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- G. <u>Project Ownership.</u> The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. <u>Termination for Convenience.</u> Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. <u>Termination Because of Non-Appropriation or Project Ineligibility.</u>
 - The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 - In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. <u>Termination for Default.</u> The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
 - 1. The design and implementation of the Total Project is not pursued with due diligence; or

- 2. The cadastral portions of the Total Project do not conform to the Department of Revenue <u>Oregon Cadastral Map System</u>; or
- 3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
- 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
- 5. The County violates any other provision of this Agreement.
- D. <u>Rights and Remedies.</u> The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. <u>Force Majeure.</u> Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. <u>No Third Party Beneficiaries.</u> The Department and 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 unless such third persons are individually identified by name herein

- and expressly described as intended beneficiaries of the terms of this Agreement.
- D. <u>Successors and Assigns.</u> The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. <u>Severability.</u> The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. 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.
- G. <u>Counterparts.</u> This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, not withstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion 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 District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of

the United States or otherwise, from any Claim or from the jurisdiction of any COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Merger Clause: Amendment: Waiver. THIS AGREEMENT CONSTITUTES Ι. THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE. IF MADE. SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS. AGREEMENTS. OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE. HEREBY ACKNOWLEDGES THAT ΙT HAS READ THIS AGREEMENT. UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

| DEPARTMENT: | COUNTY: | |
|-----------------------------------------------|--------------|--|
| State of Oregon, acting by and through its | Wasco County | |
| Department of Revenue | | |
| | | |
| By: | By: | |
| Procurement & Contract Specialist | • | |
| Date: | Title: | |
| | Date: | |
| Telephone: (503) 947-2623 | Telephone: | |
| Fax No: (503) 945-8382 | Fax No: | |
| | | |
| Authorized Agency Signature | | |
| | | |
| D | | |
| By: | | |
| Toni Payseno, Contracts & Procurement Manager | | |
| Data | | |
| Date: | | |

EXHIBIT A

AWARD LETTER

COUNTY GRANT PROPOSAL

ORMAP Example #1 - The Dalles



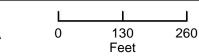
Feet

This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

ORMAP Example #2 - Tygh Valley



Date: 6/14/2016



This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Discussion Item Designating Newspaper for Publications

- Memo
- Order 16-053 Designating The Dalles Chronicle for publication of Tax Foreclosure List

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

SUBJECT: NEWSPAPER DESIGNATION

DATE: 6/9/2016

BACKGROUND INFORMATION

ORS 312.190 requires that foreclosure notices be published in a "duly designated newspaper of general circulation." This is an annual order for that purpose.

312.190 General notice of expiration of redemption period. Subject to an exemption from disclosure that applies under ORS 192.501:

- (1) Not more than 30 days nor less than 10 days prior to the expiration of the period of redemption of any real property ordered sold to the county under a judgment under ORS 312.100, the tax collector shall publish a general notice relative to the expiration of the period of redemption.
- (2) The notice shall contain the date of the judgment, the date of expiration of the period of redemption, and warning to the effect that all the properties ordered sold under the judgment, unless sooner redeemed, will be deeded to the county immediately on expiration of the period of redemption and that every right or interest of any person in the properties will be forfeited forever to the county.
- (3) The notice shall be published in two weekly issues of a duly designated newspaper of general circulation in the county within the period of 20 days as specified in this section. Proof of publication shall be attached to and made a part of the deed issued to the county. The published notice may be a general notice and it shall not be necessary to include therein descriptions of the several properties or the names of the respective owners. [Amended by 1975 c.780 §13; 1987 c.311 §8; 2003 c.576 §425; 2007 c.687 §6]

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

| IN THE MATTER OF THE DESIGNATION |) | |
|-------------------------------------|---|---------|
| OF A NEWSPAPER FOR THE PUBLICATION |) | ORDER |
| OF THE ANNUAL TAX FORECLOSURE LIST. |) | #16-053 |

NOW ON THIS DAY, there comes on for consideration by the above entitled Board of Commissioners, duly convened for the transaction of County business, the matter of the designation of a newspaper for the publication of the 2014 Foreclosure List, prepared by the County Tax Collector, as notice of the institution of proceedings by Wasco County for the foreclosure of liens of delinquent taxes against the several properties therein described; and

IT APPEARING TO THE BOARD: That The Dalles Chronicle published in The Dalles, Oregon, is a newspaper of general circulation in Wasco County, and in all respects is qualified to publish said Foreclosure List, and that said newspaper will publish said list at the legal rate as provided by law.

THEREFORE, IT IS HEREBY ORDERED: That The Dalles

Chronicle be, and the same hereby is designated as the newspaper in which said

Foreclosure List shall be published; and

IT IS HEREBY FURTHER ORDERED: That all further notices required by law in said foreclosure suit shall be published in said newspaper.

DATED this 15th day of June, 2016.

| WASCO COUNTY BOARD |
|--------------------------------------|
| OF COMMISSIONERS |
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| |
| |
| Rod L. Runyon, Commission Chair |
| |
| |
| |
| Scott C. Hege, County Commissioner |
| |
| |
| |
| Steve D. Kramer, County Commissioner |
| |
| |
| APPROVED AS TO FORM: |
| |
| |
| Kristen Campbell |
| County Counsel |

Discussion Item Watershed Council Appointment

 Order 16-043 Appointing Chris Rossel to the 15-Mile Watershed Council

| IN THE MATTER OF THE APPOINTMENT |) | |
|----------------------------------|---|---------|
| OF CHRIS ROSSEL TO THE 15-MILE |) | ORDER |
| WATERSHED COUNCIL |) | #16-043 |

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Janeen Tervo's appointment to the 15-Mile Watershed Council will expire on June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Janeen Tervo is no longer available to serve on the 15-Mile Watershed Council; and

Order 16-043 Page | 1

IT FURTHER APPEARING TO THE BOARD: That Chris Rossel is willing and is qualified to be appointed to the 15-Mile Watershed Council and has been recommended by the Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Chris Rossel be and is hereby appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2019.

DATED this 15th day of June, 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 |

Order 16-043 Page | 2

CONSENT AGENDA

- 1. <u>6.1.2016 Regular Session Minutes</u>
- 2. Reappointments



PRESENT: Scott Hege, County Commissioner

Steve Kramer, County Commissioner

STAFF: Tyler Stone, Administrative Officer

Kathy White, Executive Assistant

ABSENT: Rod Runyon, Commission Chair

At 9:00 a.m. Acting Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Acting Chair Hege noted that Chair Runyon could not attend today's session.

Ms. White reported that typographical errors in the title of Order 16-015 have been corrected.

Public Comment

Wayne Lease commented that enterprise fund accounting emphasizes accountability over profitability but is not subject to GASB; he asked that when making decisions regarding QLife, accountability be kept in mind.

Mr. Lease pointed out that he came to the Board three years ago regarding the issues with MCCOG and nothing has been done. He reported that within 48 hours of his raising the QLife issue, he heard from both the QLife and County attorneys – he has never had a similar response from MCCOG. He said that the County has been naïve and has been deceived.

Commissioner Kramer replied that while he appreciates Mr. Lease's concerns, Wasco County has an IGA with MCCOG and a partnership with four other counties.

Mr. Lease stated that the building codes fees need to stay in Building Codes. Acting Chair Hege responded that he would expect that to happen. He asked Mr. Lease why he is not taking this issue to MCCOG. Mr. Lease said that he has received two letters from MCCOG asking him to not return to their meetings. Acting Chair Hege stated that he would ask that Mr. Lease continue to go to the Board of MCCOG. He said it is not that he disagrees with Mr. Lease but Wasco County has only two of the fifteen votes on the MCCOG Board and are more often than not voted down on Building Codes issues. He noted that there is a repayment plan in place for the interfund loan.

Mr. Lease stated that there are supposed to be trustees for that. Acting Chair Hege said that Mr. Lease should ask MCCOG for that. Mr. Lease replied that he has and asked if Acting Chair Hege has ever asked MCCOG for things that he has not gotten. Acting Chair Hege replied that unfortunately he has. Mr. Lease said that he wants answers and asked that the Board review ORS 190.083.

Discussion Item: Historic Columbia River Hwy Grant Application

Judy Davis, Wasco County's representative on ODOT's Historic Columbia River Highway Advisory Committee, introduced Francie Royce, Governor's appointee to the Committee. Ms. Davis explained that they are here to ask for the Board's support of their application for a Federal Lands Access Program (FLAP) grant to complete work on the largest, most costly section of the Historic Highway – the Mitchell Point section. This five-mile section is the last to be funded. She said that this is a unique opportunity; this year Oregon has received an unusual amount of FLAP funding – these funds will probably not be available again. She noted that the Scenic Area Act calls for restoration of this highway; the work has been ongoing for over 30 years.

Acting Chair Hege said that the work done so far is exceptional. Commissioner Kramer stated that it is a great project and the County should support it. He added that the Mayor of The Dalles is a big supporter of biking tourism which will be enhanced by completion of this project.

The Board was in consensus to sign a letter of support for the Historic Columbia River Highway Advisory Committee's application for FLAP grant funding.

Discussion List - Revised Mapping/Remapping Agreements

County Assessor Jill Amery explained that the Board had already signed a version of these agreements. There had been confusion about what was the final version; when she

learned that what had previously been presented to the Board was not the final version she had asked if Lane County would accept what has already been signed. Lane County wanted consistency in the agreements with all their partner counties and asked that the Board approve the finalized contracts.

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

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

Discussion List – Step Increase

Ms. Amery asked to add a request for a step increase to the Discussion List. She reported that she has selected someone to replace the departing Chief Deputy Appraiser. She noted that the position has been reclassified in the salary survey and will go from M class to N class. She stated that the candidate, Larry Reeder, has served for 6 years as the Assessor in another county and has many years of experience. She said that she would like to start him in the new class rating and place him at Step 4. She pointed out that the rate of pay will be a bit below what the departing Chief Deputy was earning so it will not negatively impact the budget. She said that she would like to make the offer at Step 4, Class N and would expect he could start by mid-June.

The Board was in consensus to approve an offer of Step 4, Class N for Larry Reeder in the position of Chief Deputy Appraiser.

Discussion List - Interfund Loan

Interim Finance Director Debbie Smith-Wagar stated that she has reviewed the history of the 9-1-1 budget and found that it is getting difficult to recruit and maintain 9-1-1 operators which has caused overtime to increase and costs to remain high. She added that the State has consistently been late in transmitting funds for the program; we only just recently received December 2015 funds. She said that funding from the City of The Dalles and partner Districts has increased but the fund will still be short for periods of time due to the State delays. She reported that the General Fund has a large enough balance to make loans to the 9-1-1 fund; when the State moneys are received, the 9-1-1 fund pays the money back with interest which is equitable for the general fund and 9-1-1 partners. She said that three or four years ago the 9-1-1 fund had a cushion to address

the temporary overages; she would like to build that back – partners are willing but want to do so gradually. She said that the 9-1-1 fund is not broke; it just runs into overages due to the flow of money from the State.

{{{Commissioner Kramer moved to approve Resolution 16-053 authorizing an interfund loan from the General Fund to the 9-1-1 Communications Fund. Acting Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item - Wasco County Budget Adoption Hearing

Ms. Smith-Wagar said that Department Directors were charged with submitting budgets that did not include big increases or decreases. She noted that there is a significant change due to the CDBG Funds that pass through the County but must be recognized in our budget. She said that other changes to the budget include janitorial services moving from in-house to contracted services and the addition of an entry-level position in Facilities. Public Works is also adding three road crew positions and Finance is adding a Finance Manager position. She said that the net change is 3.5 full-time employees which are likely to be offset in the future with retirements.

Acting Chair Hege agreed there is not a lot of change but there is a significant increase in the budget. Ms. Smith-Wagar explained that the increase is in large part due to the pass-through CDBG funds and the \$1.8 million in Google enterprise zone payments; in addition, funds transfers from the Enterprise Zone fund to the General Fund and then to the Reserve Fund cause a double count of the funds. She stated that it is all outlined in the Budget Message.

At 9:35 a.m. Acting Chair Hege opened a public hearing for the adoption of the 2016-2017 Wasco County Budget and solicited public comment; there being no one wishing to comment, he closed the public hearing and opened deliberations.

Commissioner Kramer said that he is looking forward to a good year with additional staff and the work being done to bring our roads up to standard. He said he is excited about Public Works Director Arthur Smith's plan; the Planning Department is up to speed and Finance is getting squared away. Acting Chair Hege asked that Mr. Smith be invited to come to a Board session to present his plan.

{{{Acting Chair Hege moved to approve Resolution 16-014 adopting the 2016-2017 Wasco County Budget, Tax Levy and Appropriations. Commissioner Kramer seconded the motion which passed unanimously.}}}

At 9:37 a.m. Acting Chair Hege recessed the session to open public hearings for the

District budgets.

The session reconvened at 9:47 a.m.

Discussion List – Wasco County Fairgrounds/Hunt Park Care & Maintenance

Mr. Stone said this is a continuation of the discussion to address the needs at the Fairgrounds/Hunt Park while the Groundskeeper is unavailable to work – a situation that is still indefinite. He said that staff is scrambling to keep up with maintenance in the face of large groups using the facilities. He reported that we have had volunteers, including County Commissioners, doing grounds keeping while the Facilities Manager and County grounds technician are spending three or more days a week on-site doing repairs. He stated that he would like to do procurements on an emergency basis to get the necessary work done.

Acting Chair Hege asked what was being considered in terms of procurement. He also asked the status of the process for hiring an entry level Facilities Tech. Mr. Stone said that the position has been advertised but to date only one application has been submitted. He said that the position will help with the work load but will not entirely solve the problem. He said that this is more for the procurement of goods and services – for instance, they have already had to bring someone in to clean the restrooms several times each day when there are large groups of people using the facility.

Acting Chair Hege asked if this will all be within this budget year. Mr. Stone said that he cannot make that assurance and as this was unexpected, there is not a budget in place for it. He said that if someone has to be hired to come in to mow, that will likely have to come from contingency or reserves. Acting Chair Hege asked if there is an estimate of the costs. Mr. Stone replied that he does not have that estimate; it could be \$300-\$400 per day for large groups; mowing is about two days per week and will be a significant expense – we cannot ask volunteers to do that forever. He said there needs to be a permanent fix. He noted that we are not saving on payroll as the groundskeeper is still on-staff and being paid.

Both Acting Chair Hege and Commissioner Kramer stated that they would make themselves available to help with the grounds maintenance until a solution is in place. {{Commissioner Kramer moved to approve Resolution 16-015 declaring an emergency and authorizing Wasco County's Administrative Officer to make emergency procurements of goods and/or services for the care and maintenance of the Wasco County Fairgrounds/Hunt Park. Acting Chair Hege seconded the

motion which passed unanimously.}}}

Discussion List - NACo Conference

Ms. White explained that the Annual National Association of Counties (NACo) Conference will be held in July and is open to County Commissioners; Acting Chair Hege has decided to attend and is registered for the event. Counties with attending representatives are eligible to vote in the election of NACo officers and on policy; voting representatives must be designated to vote on behalf of their county.

The Board was in consensus to designate Acting Chair Hege to act as the voting representative for Wasco County at the 2016 Annual NACo Conference.

Commissioner Kramer said that he has reviewed the agenda for the Conference – Acting Chair Hege will be working hard while he is there. He said that he does not see the need to send more than one representative to the NACo Conference.

Consent Agenda - 5.18.2016 Regular Session Minutes

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

Acting Chair Hege called for a recess at 9:58 a.m.

The Session reconvened at 10:02 a.m.

Agenda Item - Dog Licensing Fees Increases

Ms. White explained that at the last session the Board heard a presentation from Home at Last Humane Society Animal Shelter requesting an increase to dog licensing fees. A decision on the request was postponed to allow time for public comment. Nothing has been brought forward by members of the public in regard to the requested increases.

Mr. Stone stated that the County holds the Animal Control District and therefore sets the fees. County Counsel Kristen Campbell concurred saying that the Board has conformed to requirements by allowing additional time for public comment.

{{{Commissioner Kramer moved to approve Order 16-045 increasing the dog license fees charged by Home at Last Humane Society. Acting Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item - Fireworks Display Applications

Ms. White explained that the previous State Fire Marshall had accepted Big Muddy Fire and Rescue – a fire response team for the Washington Family Ranch – as the Fire Authority for approval of permit applications. The new Fire Marshall, in compliance with State law, is requiring that the Board of Commissioners or their designee act as the Fire Authority – a requirement for displays being held outside of a fire district or municipality. She noted that Jefferson County Fire District #1's Fire Chief, Brian Huff, has worked with Big Muddy Fire and Rescue for many years and has verified (see attached email) their capacity to safely store and manage the display of fireworks at their facility.

Craig Inglesby, Big Muddy Fire and Rescue's Fire Chief, joined the session by phone. He explained that he is submitting seven fireworks display applications on behalf of Washington Family Ranch – this is less than what they have done in years past.

Acting Chair Hege asked if they have ever had any fires related to their fireworks displays. Mr. Inglesby replied that while there have been fires on or near the Ranch, in the 19 years he has been there, there have been no fires related to the fireworks displays. He went on to say that the permitting process has changed a little this year and he wants to make sure that the Board is up to speed. He noted that Big Muddy is an established and respected fire resource in the area. He added that they are moving toward the formation of a fire district.

Acting Chair Hege asked what the boundaries of the District would be. Mr. Inglesby replied that it is as yet undetermined; they are in talks with the BLM regarding the boundaries. He stated that they have been approached to enter into mutual aid agreements; while they have not entered into any, they offer assistance and will continue to do so.

Acting Chair Hege asked if they get assistance from others. Mr. Inglesby responded that they do not but have good relationships with the BLM, ODF and others; when they see something going on, Big Muddy shares information and the other agencies make the call to add their resources.

Acting Chair Hege said that he was not aware of the Big Muddy Fire & Rescue saying that it is commendable. Mr. Inglesby said that they are entrusted with the responsibility for kids; they want to make sure they are protected.

Sheriff Magill reported that he met with Mr. Inglesby last Friday and does not see any issues. He said that were he designated to act on behalf of the Board, he would consult local fire authorities. He pointed out that there is also a sign-off for law enforcement on

the applications which he assumes is to verify the security of fireworks storage. He said he does not have any issues with the applications; Jefferson County Fire has been involved and he is comfortable with their recommendation.

{{{Commissioner Kramer moved to approve Young Life's Washington Ranch applications for fireworks displays on the following dates in 2016: June 14th, June 21st, June 28th, July 5th, July 12th, July 19th and July 26th. Acting Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Request for Sale of Property

Realtor Jim Wilcox said that he is here to discuss a property on 10th Street; the property had many issues and is about halfway through the foreclosure process for nonpayment of property taxes. Ms. Amery stated that it is in the redemption period; it was inherited by someone with limited resources. The inheritor was going to refinance but could not afford the repairs necessary for the property to qualify for a loan; therefore, the property was put up for sale – in the meantime, the property taxes have gone unpaid.

Mr. Wilcox went on to say that there had been interest in the house until prospective buyers saw the condition of the property; the price was reduced to \$99,000 but they will still not able to make it work to close the estate. He said that they had an offer of \$67,000 but the current resident is unable to rehabilitate the property so a consideration was made for the buyer to be able to clean it up; the price was reduced to \$62,000. The buyer is interested in turning the property into an RV park but zoning failed.

Mr. Wilcox continued, saying that the next step was the City of The Dalles where they found support but the survey required for the rezoning application revealed further complications. Dan Boldt, acting as a private surveyor, stated that the current deed is defective and surveyable. He reported that even the original deed that created the parcel is not clean and the property lines on the current deed do not meet. He explained that the original property was divided to create a mobile home park and a lot for the original owner's home.

Mr. Wilcox stated that the new survey has revealed 17/100ths of an acre that is not part of the property and access to the lower level of the property does not have a legal easement for access. He said they have been unable to work out an easement agreement with the adjacent landowners.

Mr. Wilcox said that after some delays the city made changes to their Land Use Ordinance. In the meantime, an adjacent property owner who would like to acquire the

land filed a nuisance complaint. He said that all parties concerned want it cleaned up and they have been working with City Codes Enforcement Officer Nikki Lesich to try to raise private money to get it cleaned up rather than the City taking out a lien on which they probably would never collect.

Ms. Lesich stated that the primary problem is the porta potty that is a violation of City code. She explained that the property was annexed into the County less than two years ago so she has tried to work with the property owners as this is new to them. She went on to say that a reasonable amount of time has passed but the City sees that the property has potential for development; it could be well-developed rather than the blight conditions that currently exist. She stated that the City could impose fines or abatements but there is not much opportunity for success through those approaches. She reported that the owners also have a lot of animals on the property; she has not been invited onto the property and has not asked for a warrant to enter the property as she knows they are working to resolve this and does not want to agitate them.

Mr. Wilcox stated that sewer is not hooked up and he does not know where the grey water is going; there is also a dilapidated mobile home being occupied on the property. He said that tied up in all of the other challenges is the fact that the owners are not paying property taxes and owe more than \$52,000 in back taxes and interest along with a list of additional expenses. He thanked Ms. Amery for her help in reaching out to officials at the State; he said that someone has to go first – either the State or the County; until someone does, there can be no resolution. He said that he has exhausted all his resources to make the sale possible and will not take it any further than here.

Ms. Amery stated that the property and its improvements are not in good condition; the occupants are running water and the grey water is going somewhere. She said that she supports the clean-up and getting it in a position to generate taxes. She explained that once the County files a judgement the owners have a two-year redemption period during which time they can pay the taxes owed to bring it current. She said there is a little more than a year remaining in the redemption period for this property. She reminded the Board that they just this year passed a policy to start moving foreclosed properties out of County ownership.

Ms. Amery explained that the County has no authority under statute to reduce the tax. She stated that there is a statute that allows counties to pass an ordinance to shorten the redemption period to get it to the County for sale but Wasco County has not enacted such an ordinance. She said that if we had the ordinance, we would have to find them in violation and fine them even more – they already cannot pay the tax. She said that she

hesitates to ask the taxing districts to reduce the tax that they get.

Mr. Wilcox responded that his position is that they are not getting the taxes anyway; what he is proposing is a reduction of \$5,000 in taxes. He reminded the Board that if they cannot bring this agreement to closure, the house will be unsellable and will come to the County – likely in worse condition than it is now – and the County will have to go to the expense of foreclosure and clean-up.

Linda Heath, prospective buyer, said that everyone has been very patient. The sellers do not have resources to rehabilitate, maintain or pay taxes for the property. If we cannot jump this hurdle, it will be cost prohibitive to continue to pursue the purchase. She said that her goal is to enhance the property and put a 10 space RV park on the site. She stated that even with a 40% vacancy rate, she conservatively estimates generating approximately \$5,000 in bed and tourism taxes plus the regular payment of property taxes.

Acting Chair Hege asked if the house is on the market. Mr. Wilcox replied that it is; the owners are willing sellers.

Tom Peachey, attorney for the Hazen Estate, reported that this is the only asset of the estate and it is an adverse possession issue – the buyer will have to take that on. He stated that the owner is using part of the adjoining property – the buyer will have to address that along with gaining a legal easement. He said he cannot see anyone bidding on this property on the Courthouse steps. He noted that currently it would take \$70,000 to cover the taxes, real estate commission, survey fees, closing costs and legal fees.

Acting Chair Hege asked what is being contemplated and how could the County help facilitate progress.

Mr. Wilcox replied that the current agreed upon sale price is \$62,000. The buyer has agreed to cover the surveying costs; he and Mr. Peachey have both agreed to reduce their fees. With those concessions, the deal is still about \$10,000 short of viability. He said that what he is asking from the County is a reduction of \$5,000 in taxes. He pointed out that the County will get nothing if the property goes through the foreclosure process.

County Counsel Kristen Campbell said that she agrees that nothing is going to get better and she would like to find a way to move forward. She said that she is open to being corrected but has not found authority for the County to reduce the taxes; it has to be a sale in which case the taxes must be paid in full. She stated that the other alternative is to let the redemption period expire and acquire the property which will give the County

more flexibility; we do not have an ordinance in place that will allow us to deal with this in any other way.

Ms. Amery asked if it is possible for the owners to forfeit the property to the County which would allow the County to follow its sale process to move the property back onto the tax rolls. She noted that the State is also pursuing this property in a foreclosure process.

Mr. Wilcox said that someone needs to move; we need to do the right thing. Further discussion ensued regarding the possibility of forfeiture and tax reductions.

Mr. Stone said that the County obviously does not want the property. Everyone would have to be willing to take less in order for this to move forward. Mr. Wilcox responded that he and Mr. Peachey are both willing to reduce their fees.

Commissioner Kramer urged everyone to recognize the public health issue; the owners need to be in compliance or they need to vacate the premises. He said that he is not as concerned with the money as with the sanitation and public health issues being presented.

Some discussion ensued regarding the quickest path to a resolution. Ms. Lesich stated that she needs to know if this can be resolved in 30 or less days; otherwise it will go through City Planning for a LUDO violation for eviction and shutting down all the water lines.

Mr. Boldt pointed out that the current owners are not mentally able to do some of the things you might expect or want them to do. Mr. Peachey said that forfeiture is the best idea he has heard and believes it is worth pursuing.

Acting Chair Hege stated that he agrees with Mr. Wilcox's position and finds it frustrating that it is so difficult to resolve – the result of the County's inability to act will be that the County loses more. He said he wants to find a legal way to make this work so that the property can be redeveloped. In addition, he stated that he wants to connect the owners to public assistance so they have a place to go. He said that he is happy to do whatever we can to get this resolved.

Mr. Boldt observed that the taxes were assessed at an appraisal level that is likely far greater than what currently exists out there. He suggested they look into the possibility of making a retroactive adjustment to the assessment.

Ms. Amery said that the DOR is also interested in doing what is best. She asked if in the

long view, the County would want to look into an ordinance that would be a tool in addressing these situations. Acting Chair Hege replied that he thinks the County needs to pursue both an immediate solution for this property and a longer term policy for similar situations that might occur in the future.

Further discussion ensued as to how best to move forward. Acting Chair Hege said that he would work with Ms. Amery and perhaps Representative Huffman to pursue a solution in conjunction with the Department of Revenue.

Acting Chair Hege adjourned the session at 11:15 a.m.

Summary of Actions

Motions Passed

- 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 Resolution 16-053 authorizing an interfund loan from the General Fund to the 9-1-1 Communications Fund.
- To approve Resolution 16-014 adopting the 2016-2017 Wasco County Budget, Tax Levy and Appropriations.
- To approve Resolution 16-015 declaring an emergency and authorizing Wasco County's Administrative Officer to make emergency procurements of goods and/or services for the care and maintenance of the Wasco County Fairgrounds/Hunt Park.
- To approve the Consent Agenda 5.18.2016 Regular Session Minutes.
- To approve Order 16-045 increasing the dog license fees charged by Home at Last Humane Society.
- To approve Young Life's Washington Ranch applications for fireworks displays on the following dates in 2016: June 14th, June 21st, June 28th, July 5th, July 12th, July 19th and July 26th..

Consensus

- To sign a letter of support for the Historic Columbia River Highway Advisory Committee's application for FLAP grant funding.
- To approve an offer of Step 4, Class N for Larry Reeder in the position of

Chief Deputy Appraiser.

• To designate Acting Chair Hege to act as the voting representative for Wasco County at the 2016 Annual NACo Conference.

| Board of Commissioners | |
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| Rod L. Runyon, Board Chair | |
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| Scott C. Hege, County Commis | Sioner |
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Consent Agenda Reappointments

- Staff Memo
- 15-Mile Watershed Council
- Farm Board of Review
- Board of Property Tax Appeals
- Special Transportation Funds Advisory Committee

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

SUBJECT: REAPPOINTMENTS

DATE: 6/9/2016

BACKGROUND INFORMATION

Virtually all of the appointments made by the Board of County Commissioners expire at the end of June or the end of December at the end of their term. The Board has previously seen applications for the re-appointees and all are willing to continue to serve; their reappointments are supported by the committees on which they serve.

Consent Agenda 15-Mile Watershed Reappointments

- Order 16-040 Reappointing Phil Kaser
- Order 16-041 Reappointing Bob Durham
- Order 16-042 Reappointing Martin Underhill

| IN THE MATTER OF THE REAPPOINTMENT |) | |
|------------------------------------|---|---------|
| OF PHIL KASER TO THE 15-MILE |) | ORDER |
| WATERSHED COUNCIL |) | #16-040 |

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Phil Kaser's appointment to the 15-Mile Watershed Council will expire on June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Phil Kaser is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

Order 16-040 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Phil Kaser be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2019.

DATED this 15th day of June, 2016.

| | SCO COUNTY BOARD COMMISSIONERS |
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| Rod | L. Runyon, Commission Chair |
| Scot | t C. Hege, County Commissioner |
| Steve | en D. Kramer, County Commissione |
| APP | ROVED AS TO FORM: |
| | ten Campbell |
| Waso | co County Counsel |

Order 16-040 Page | 2

| IN THE MATTER OF THE REAPPOINTMENT |) | |
|------------------------------------|---|---------|
| OF BOB DURHAM TO THE 15-MILE |) | ORDER |
| WATERSHED COUNCIL |) | #16-041 |

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Bob Durham's appointment to the 15-Mile Watershed Council will expire on June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Bob Durham is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

Order 16-041 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bob Durham be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2019.

DATED this 15th day of June, 2016.

| WAS | SCO COUNTY BOARD |
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| OF | COMMISSIONERS |
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| Rod | L. Runyon, Commission Chair |
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| Scot | t C. Hege, County Commissioner |
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| Stev | en D. Kramer, County Commissione |
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| APP | PROVED AS TO FORM: |
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| | |
| | ten Campbell |
| Was | co County Counsel |

Order 16-041 Page | 2

| IN THE MATTER OF THE REAPPOINTMENT |) | |
|------------------------------------|---|---------|
| OF MARTIN UNDERHILL TO THE 15-MILE |) | ORDER |
| WATERSHED COUNCIL |) | #16-042 |

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and IT APPEARING TO THE BOARD: That Martin Underhill's appointment to the 15-Mile Watershed Council will expire on June 30, 2016; and IT FURTHER APPEARING TO THE BOARD: That Martin Underhill is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

Order 16-042 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Martin

Underhill be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2019.

DATED this 15th day of June, 2016.

| | SCO COUNTY BOARD COMMISSIONERS |
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| | |
| Rod | L. Runyon, Commission Chair |
| Scot | t C. Hege, County Commissioner |
| Steve | en D. Kramer, County Commissione |
| APP | ROVED AS TO FORM: |
| | ten Campbell |
| Waso | co County Counsel |

Order 16-042 Page | 2

Consent Agenda Farm Board of Review Reappointments

- Order 16-038 Reappointing Lowell Forman
- Order 16-039 Reappointing Curtis Mayhew

| IN THE MATTER OF THE REAPPOINTMENT OF [|) | |
|-----------------------------------------|-------|-------|
| LOWELL FORMAN TO THE WASCO COUNTY | OR | DER |
| BOARD OF REVIEW |) #1e | 6-038 |

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 ORS 308.350 requires this Court to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Lowell Forman's term on the Wasco County Board of Review will expire on June 30, 2016, and

IT FURTHER APPEARING TO THE BOARD: That Lowell Forman is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

Order 16-038 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lowell Forman be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2018.

DATED this 15th day of June, 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 | |
| County Counsel | |

Order 16-038 Page | 2

| IN THE MATTER OF THE REAPPOINTMENT OF) |) |
|-----------------------------------------|---------|
| CURTIS MAYHEW TO THE WASCO COUNTY) | ORDER |
| BOARD OF REVIEW | #16-039 |

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 ORS 308.350 requires this Court to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Curtis Mayhew's appointment will expire on June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Curtis Mayhew is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

Order 16-039 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Curtis Mayhew be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2018.

DATED this 15th day of June, 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 County Counsel | |

Order 16-039 Page | 2

Consent Agenda BOPTA Reappointments

- Order 16-044 Reappointing Scott Hege
- Order 16-046 Reappointing Del Cesar
- Order 16-047 Reappointing Ken Polehn
- Order 16-048 Reappointing Dee Ashley
- Order 16-049 Reappointing John Hutchison
- Order 16-050 Reappointing Vickie Ellett

IN THE MATTER OF THE REAPPOINTMENT OF)
SCOTT HEGE TO THE WASCO COUNTY BOARD)
OF PROPERTY TAX APPEALS.

OR D E R
#16-044

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

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a Commissioner to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Order 16-044 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2016, through June 30, 2017.

DATED this 15th day of June, 2016.

| | WASCO COUNTY BOARD |
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| | OF COMMISSIONERS |
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| | Scott C. Hege, County Commissioner |
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| | Steven D. Kramer, County Commissioner |
| | Steven B. Islamer, County Commissioner |
| APPROVED AS TO FORM: | |
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| | |
| Kristen Campbell | |
| Wasco County Counsel | |

Order 16-044 Page | 2

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

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Del Cesar's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Del Cesar is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Order 16-046 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Del Cesar be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2016, through June 30, 2017.

DATED this 15th day of June, 2016.

| | WASCO COUNTY BOARD |
|----------------------|---------------------------------------|
| | OF COMMISSIONERS |
| | |
| | Rod L. Runyon, Commission Chair |
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| | Scott C. Hege, County Commissioner |
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| | Steven D. Kramer, County Commissioner |
| APPROVED AS TO FORM: | |
| | |
| Kristen Campbell | |
| Wasco County Counsel | |

Order 16-046 Page | 2

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

IN THE MATTER OF THE REAPPOINTMENT OF)
KEN POLEHN TO THE WASCO COUNTY BOARD)
OF PROPERTY TAX APPEALS.

OR D E R
#16-047

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

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Ken Polehn's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Ken Polehn is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Order 16-047 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Polehn be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2016, through June 30, 2017.

DATED this 15th day of June, 2016.

| | WASCO COUNTY BOARD |
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| | OF COMMISSIONERS |
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| | Rod L. Runyon, Commission Chair |
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| | Scott C. Hege, County Commissioner |
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| | Steven D. Kramer, County Commissioner |
| | Steven D. Kramer, County Commissioner |
| APPROVED AS TO FORM: | |
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| | |
| Kristen Campbell | |
| Wasco County Counsel | |

Order 16-047 Page | 2

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

IN THE MATTER OF THE REAPPOINTMENT OF)
DEE ASHLEY TO THE WASCO COUNTY BOARD)
OF PROPERTY TAX APPEALS.

OR D E R
#16-048

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

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Dee Ashley's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Dee Ashley is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Order 16-048 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dee Ashley be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2016, through June 30, 2017.

DATED this 15th day of June, 2016.

| | WASCO COUNTY BOARD |
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| | OF COMMISSIONERS |
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| | Rod L. Runyon, Commission Chair |
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| | Scott C. Hege, County Commissioner |
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| | Steven D. Kramer, County Commissioner |
| | Steven D. Kramer, County Commissioner |
| APPROVED AS TO FORM: | |
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| | |
| | |
| Kristen Campbell | |
| Wasco County Counsel | |

Order 16-048 Page | 2

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

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

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Order 16-049 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Hutchison be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2016, through June 30, 2017.

DATED this 15th day of June, 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 | |

Order 16-049 Page | 2

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

| IN THE MATTER OF THE REAPPOINTMENT OF) | |
|-----------------------------------------|---------|
| VICKIE ELLETT TO THE WASCO COUNTY) | ORDER |
| BOARD OF PROPERTY TAX APPEALS. | #16-050 |

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

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Order 16-050 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vickie Ellett be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2016, through June 30, 2017.

DATED this 15th day of June, 2016.

| | WASCO COUNTY BOARD |
|----------------------|---------------------------------------|
| | OF COMMISSIONERS |
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| | |
| | Rod L. Runyon, Commission Chair |
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| | Scott C. Hege, County Commissioner |
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| | Steven D. Kramer, County Commissioner |
| APPROVED AS TO FORM: | |
| | |
| Kristen Campbell | |
| Wasco County Counsel | |

Order 16-050 Page | 2

Consent Agenda Special Transportation Funds Advisory Committee Reappointments

- Order 16-051 Reappointing Elwin Grout
- Order 16-052 Reappointing Marilyn Richardson

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

| IN THE MATTER OF THE REAPPOINTMENT OF |) | |
|---------------------------------------|---|---------|
| ELWIN GROUT TO THE WASCO SPECIAL |) | ORDER |
| TRANSPORTATION FUNDS ADVISORY |) | #16-051 |
| COMMITTEE. |) | |

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

IT APPEARING TO THE BOARD: That Elwin Grout's term on the Wasco Special Transportation Funds Advisory Committee will expire on June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Elwin Grout is willing and is qualified to be reappointed to the Wasco County Special Transportation Funds Advisory Committee for another term.

Order 16-051 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Elwin Grout be and is hereby reappointed to the Wasco County Special Transportation Funds Advisory Committee; said term to expire on June 30, 2018.

DATED this 15th day of June, 2016.

| WASCO COUNTY BOARD OF COUNTY 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 |

Order 16-051 Page | 2

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

IN THE MATTER OF THE REAPPOINTMENT OF)

MARILYN RICHARDSON TO THE WASCO) OR DER

SPECIAL TRANSPORTATION FUNDS) #16-052

ADVISORY COMMITTEE.

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

IT APPEARING TO THE BOARD: That Marilyn Richardson's term on the Wasco Special Transportation Funds Advisory Committee will expire on June 30, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Marilyn Richardson is willing and is qualified to be reappointed to the Wasco County Special Transportation Funds Advisory Committee for another term.

Order 16-052 Page | 1

NOW, THEREFORE, IT IS HEREBY ORDERED: That Marilyn

Richardson be and is hereby reappointed to the Wasco County Special

Transportation Funds Advisory Committee; said term to expire on June 30, 2018.

DATED this 15th day of June, 2016.

| WASCO COUNTY BOARD OF COUNTY COMMISSIONERS |
|-----------------------------------------------|
| Rod L. Runyon, Commission Chair |
| Scott C. Hege, County Commissioner |
| Steven D. Kramer, County Commissioner |
| APPROVED AS TO FORM: |

Order 16-052 Page | 2

Kristen Campbell

Wasco County Counsel

Agenda Item EDC/MCEDD

- OIB Appointment
- Annual MCEDD IGA
- EDC Quarterly Report



For Immediate Release

Contact: Amanda Hoey Phone: (541) 296-2266 Email: amanda@mcedd.org



Oregon Investment Board Position Representing Wasco County

The Oregon Investment Board (OIB) is seeking candidates interested in serving on the Oregon Investment Board in a position representing Wasco County. The Board is responsible for providing grants and loans to advance economic development interests on the Oregon side of the Columbia Gorge National Scenic Area. The Board sets policies, provides oversight for the economic development National Scenic Area funds managed by Mid-Columbia Economic Development District, analyzes loan and grant requests and participates in the Columbia Gorge Bi-State Advisory Council. The Oregon Investment Board is governed by a seven member Board with two representatives from each of the three Oregon counties in the National Scenic Area (Wasco, Hood River and Multnomah counties) and one at-large representative.

Desired qualifications for a new board member include: background in finance or economic and community development; residence in Wasco County; and an interest in the future of economic development for the region.

In order to apply, candidates are asked to submit an interest form, statement of interest and resume by 5 p.m. on Tuesday, June 7, 2016 for consideration of appointment. Interest forms are available electronically at http://www.mcedd.org/oib.htm or at the office of Mid-Columbia Economic Development District at 515 East Second Street in The Dalles, Oregon, 97058. This position is a non-paid position with equal voting privileges on the Board.

All interest forms will be reviewed and provided to the Wasco County Board of Commissioners for recommendation of appointment. Appointments are made by the Governor and are for a three year term. For more information on the Oregon Investment Board, visit http://co.wasco.or.us/county/wcedc/ or call 541-296-2266.

In 1986, the Columbia River Gorge National Scenic Area Act established a bi-state, six-county region shared by the states of Oregon and Washington. In conjunction with this Act, Congress earmarked \$5 million each for Oregon and Washington for the purpose of making economic development loans and grants. The Oregon Investment Board (OIB) is responsible for the administration of the Oregon Economic Development Plan, within Multnomah, Hood River, and Wasco, the Oregon counties lying in the Columbia River Gorge National Scenic Area. Mid-Columbia Economic Development District provides administration for the program.

Agenda Item MCEDD Annual IGA

- <u>Staff Memo</u>
- Annual MCEDD IGA

Memorandum

Date: May 23, 2016

To: Wasco County Board of Commissioners

From: Carrie Pipinich, EDC Staff
Re: Budget and Scope of Work

Overview

Annually the EDC submits a budget request to Wasco County to continue to support staffing for the EDC and its primary activities. The EDC requested \$45,000 funding for FY2017 to continue delivering our services with MCEDD staffing. The request was approved and as a result, the EDC will be able to implement its work plan as developed through each of the EDC's Committees as well as address broader economic development issues and opportunities as they arise.

Proposed Scope of Work

The EDC proposes the following scope of work to Wasco County for this funding level:

- Support and work with the EDC Committees to complete their annual work plans:
 - o **Dufur** (Parks District restroom replacement, community visioning, water and waste water system support)
 - o Wamic (water system assessment, funding for needed improvements),
 - o **Mosier** (TSP, water system, City Hall/Fire Station re-siting)
 - Open for Business (promotion of existing business development resources, further coordination in business development services, supporting a robust online presence for communities' economic development information throughout the County)
 - Broadband (continuing to support for additional access and utilization of broadband throughout Wasco County)
- Provide technical assistance for projects prioritized through the Community Enhancement Projects process to support moving projects from the list to completion, or making measurable progress toward that goal.
- Provide economic development assistance as opportunities arise in the County related to job generating activities or addressing infrastructure and community capacity challenges.
- Leverage current efforts to support bringing additional investment into the County, both public and private.
- Serve as an information source about and for economic development in Wasco County, continue development and distribution of business siting guides, and making referrals as needed to community partners.
- Continue the evolution of the Community Enhancement Project process and the EDC Strategic Plan to reflect the new EDC role and remain up-to-date
- Engage in a long term scope of work directed by the strategic plan.
- Provide the administrative function for the EDC by establishing and staffing a
 calendar of regularly scheduled meetings held throughout the County, providing
 appropriate public notices, and maintaining meeting minutes to document EDC
 discussions and actions

Impact and Anticipated Results

With an engaged and active group of EDC commissioners, the Wasco County Economic Development Commission will continue to build on the strong foundation the EDC's new leadership role in the county economic development ecosystem provides to support vibrant communities throughout Wasco County. With the funding provided this work will be able to further leverage the County's investment to bring outside funding in to accomplish projects and promote business development. We look forward to continuing our community economic development work together with Wasco County!

Request

In order for staff to finalize the scope of work, we request direction from the Board of County Commissioners on any revisions to our scope of work as laid out above. We also request approval for moving forward with the attached draft contract for services for FY2017.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

WASCO COUNTY AND

MID-COLUMBIA EONOMIC DEVELOPMENT DISTRICT

This Intergovernmental Agreement is made and entered into this ____ day of July, 2016, by and between Wasco County and Mid-Columbia Economic Development District (hereinafter referred to as MCEDD).

PURPOSE

MCEDD, working under the direction of the Wasco County Board of Commissioners and the Wasco County Economic Development Commission, will provide leadership and staff support for economic development activities in Wasco County, as outlined in MCEDD's Scope of work of 2016 listed below,

MCEDD, as directed by the Wasco County Board of Commissioners, will be responsible to the Wasco County Economic Development Commission (WCEDC) for the following areas:

- 1. MCEDD will work closely with the Chair of the WCEDC to prepare an annual calendar of meetings as well as the agendas for each meeting, take minutes at the meetings, and make the arrangements for all scheduled meetings of the WCEDC; and
- 2. MCEDD will communicate with WCEDC members, County Commissioners and other entities in Wasco County; and
- 3. MCEDD will work with employees of Wasco County to maintain a web site that shows the calendar of events as it pertains to the WCEDC; and
- 4. MCEDD will assign staff to support the WCEDC; and
- 5. MCEDD will work closely with the WCEDC to review and update the Wasco County Economic Development Strategic Action Plan to ensure the accuracy of information presented in the plan and that it identifies key economic development opportunities and challenges; and
- 6. MCEDD will work closely with the members of the WCEDC to determine a long-term scope of work for the MCEDD staff assigned to work with the WCEDC, and for the WCEDC; and
- 7. MCEDD will work Closely with the WCEDC to gather, review and prioritize Wasco County economic development projects; and
- 8. MCEDD staff will be available to provide economic development assistance in Wasco County by providing assistance in grant writing, project development, and the acquisition of resources from supporting organizations; and

- MCEDD will work closely with the members of the WCEDC to develop and implement WCEDC committee work plans focused on moving priority projects forward;
- 10. MCEDD will serve as point of contact for Wasco County for all economic development information requests and make referrals as needed to community partners; and
- 11. The Executive Director, or a designee at MCEDD, will be available to report quarterly to the Wasco County Board of Commissioners on the activities of the Wasco County Economic Development Commission or as requested by the Wasco County Board of Commissioners; and

PERSONNEL:

Amanda Hoey shall be designated as MCEDD's Primary Contact Person for the purposes of this Agreement. This Project Administrator shall be responsible for management of MCEDD's day to day administrative activities under this Agreement, and for apprising and updating the Wasco County Board of Commissioners and the Wasco County Economic Development Commission.

WASCO COUNTY'S RESPONSIBILITES:

Wasco County will be responsible for being the Fiscal Agent for all grants received by Wasco County. In consideration for services rendered under this agreement, Wasco County will provide MCEDD Fourty-Five Thousand Dollars (\$45,000) during Fiscal Year 2016-2017 as follows: Nineteen Thousand Two Hundred Eighty Five Dollars (\$\$19,285.00)

Page | 3 INTERGOVERNMENTAL AGREEMENT

payable by December 30, 2016; Four Thousand Two Hundred Eighty Five Dollars (\$4285.00) payable on the 20th day of the months of January, February, March, April and May 2017; and Four Thousand Two Hundred Ninety Dollars (\$4,290.00) payable by June 20, 2017.

This Agreement may be terminated within thirty (30) days in writing if funding is no longer available. This Agreement shall remain in effect until June 30, 2017.

| MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT |
|-----------------------------------------------|
| Amanda Hoey |
| 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 |

Agenda Item EDC Quarterly Report

• EDC Report

Wasco County Economic Development Commission Report to the Wasco County Board of Commissioners

June, 2016

The Wasco County Economic Development Commission and its staff through the Mid-Columbia Economic Development District provided the following services in support of Wasco County:

Wamic Water System Committee

EDC Commissioners Joan Silver, Stan Kelsay and staff have been working with the Wamic Water & Sanitary Authority to address their upcoming system needs. Stan Kelsay and staff worked closely with Wamic Water's board and HBH engineering to develop a scope of work for their SIPP planning grant that will support seeking funding to address system challenges moving forward. The contract with HBH Engineering was finalized in April. Staff and the committee will continue to support WWSA through the assessment process while looking ahead at potential funding opportunities to implement recommended projects.

Dufur Committee

The Dufur Committee is focused on Dufur's water system needs, supporting the Parks & Recreation district in its West End Restroom Replacement Project, and business development opportunities. EDC Commissioners Mary Kramer and Kathy Ursprung are leading this project with support from staff. The group worked with the City of Dufur as they submitted a letter of interest as well as a full application for funding for a water system assessment. Currently, EDC staff and the City are working with their engineer to submit additional funding requests to support more fully funding both water and waste water system plans to ensure the City is addressing challenges and planning for the future proactively. Staff and EDC Commissioners also worked with the Dufur Parks and Recreation District Staff to submit an application to Oregon State Parks' Local Government Grant Program for funding for the West Side Restroom Replacement Project. They should hear a response about this funding opportunity in the fall. Lastly, the Committee, staff, and the Port of The Dalles have met with Mayor Wallace and the Dufur Chamber of Commerce around beginning a community visioning process. All partners are interested in moving this process forward, with a goal of hosting community meetings in October of 2016.

Mosier Infrastructure Committee

This effort is spearheaded by EDC Commissioners Terry Moore and Gary Grossman. EDC Commissioner Moore is engaged in conversations in Mosier related to exploring siting opportunities for their fire station, as well as support as they work to find the best way to move their TSP project forward. The City has TGM funding of \$100,000 to support development of a Transportation System Plan (TSP), and will also incorporate some strategic planning efforts into that work. They also received a \$50,000 grant to from the TGM program to conduct a feasibility study related to locating a new facility to house the Fire Department and City Hall. This will also tie into the TSP process. There are also funds potentially allocated for the Mosier Gorge Hub in the 2018-2021 STIP Enhance Projects list. Lastly, they are working to develop a backup well for the water system and have a planning grant to support that project.

Broadband Committee

One of the strategic priorities for the EDC has been supporting expansion of broadband in our rural communities and promoting adoption of those services for businesses and residents. The Broadband Committee includes Stan Kelsay and Frank Kay.

- Q-Life and the City of Maupin continue to move down the path toward building the
 proposed fiber project in Maupin. Staff continues to engage with both entities to
 support as needed to continue this progress. Staff was able to attend a Maupin City
 Council meeting to voice support for the project and talk about the potential impacts
 of the investment, and the process of putting together a rural broadband project.
- Staff met with Senator Merkley's staff as well as CenturyLink to discuss Connect America II investment in Wasco County, and is working with local representatives around a strategy to present broadband priorities and needs to CenturyLink.
- Staff hosted a Gorge Regional Broadband Meeting in April that brought together representatives of Wasco County with representatives of ISPs, communities, and regional entities to discuss broadband projects and lessons learned from throughout the Mid-Columbia.
- Staff attended the South Wasco Alliance meeting held in Maupin on April 21, 2016 and provided an update to the group on broadband activities. Staff was also able to engage with SWA's representatives around the South Wasco Parks and Recreation District, youth camps, and renewable energy.

Open for Business Committee: The Open for Business Committee includes EDC Commissioners Daniel Hunter, Nan Wimmers, Fred Justesen and Kathy Ursprung. This conversation has centered around providing tools to create a more robust online presence for communities around the County, developing a strategy for promoting the business siting guides, and enhancing coordination. The group has been working to finalize adjustments to the Business Siting Guides and develop outreach strategies to support further use of these assets to support business development throughout Wasco County. Additionally, the group has gathered initial feedback from EDC members around the EDC's website content and presentation as they begin thinking about an update to this presence through Wasco County's website update.

Community Enhancement Projects

Updates on additional Community Enhancement Projects:

- Staff worked with Project owners to ensure that each of the top 10 projects had an Agora profile for their projects and badged them as EDC priorities.
- MCEDD adopted an update of the region's Comprehensive Economic Development Strategy at their March 16, 2016 Board Meeting. Several projects from Wasco County were highly ranked, including small city water system improvements, the Dog River Pipeline from the City of The Dalles, and ODOT's redecking project on The Dalles Bridge.
- Staff provided a letter of support from the EDC for the Dog River Pipeline's application to Oregon Water Resources Department with their application in addition to providing comments on the rankings after a draft was provided for public comment. Staff also provided comments in support of the Mosier Wells project submitted to OWRD as well.
- Staff met with a Dufur resident and Mayor Wallace to discuss opportunities to utilize the old Methodist Church the City purchased last spring as a community center. This effort is just beginning to gather information.

General EDC Activities:

EDC staff provided the following support services:

- Quarterly EDC Meeting in Dufur: The EDC held their quarterly meeting June 2, 2016 at Dufur City Hall. The EDC received updates from the City of Dufur, the Dufur School District, Dufur Parks Department, and several other community groups about ongoing projects in the area. Each entity also highlighted places where cooperation is occurring in the community that is creating efficient and effective use of resources. The EDC also held their leadership elections, and Chair Joan Silver indicated that she would like to step down from her position. Kathy Ursprung, representative of the Port of The Dalles on the EDC, was elected unanimously to serve as the EDC's next Chair. Daniel Hunter, City of The Dalles Representative, was elected Vice Chair as Frank Kay, Maupin Representative, also indicated that he would like to step down from his position. Staff will work with the new leadership to ensure a smooth transition.
- The Dalles Main Street Business Retention and Expansion: Staff is working with The Dalles Main Street, the SBDC, the City of The Dalles, the Port of The Dalles and Rural Development Initiatives to begin implementation of a focused business retention and expansion program. Throughout April and May volunteers have interviewed almost 40 downtown businesses to gather information on needs and opportunities. This data will be compiled and the Leadership Committee will review it and compile recommendations this summer.
- **Budgeting Process:** Staff worked with the Wasco County Budget Committee to present a proposed scope of work and request for \$45,000 in funds to support implementing it. This scope includes the Committee work plans as well as flexibility for responsiveness to needs as they arise, and regular administration for the EDC.
- Staff met with the City of Maupin to discuss upcoming projects and needs. This conversation centered around broadband, business development, and water/waste water system conditions. Staff will continue to engage Maupin representatives to support the community as needed.
- RCAC Water/Waste Water Infrastructure Financing Workshop: Staff attended the Infrastructure Financing Workshop hosted by Rural Community Assistance Corporation, Infrastructure Finance Authority, and USDA Rural Development. The workshop had sessions that provided details on various funding opportunities, a mock one-stop meeting that showed the process of bringing a project to a variety of funders to discuss which opportunities are the best fit, and also provided good opportunities for networking. Staff was able to discuss projects submitted to the EDC through the Community Enhancement Projects Process with a variety of funders.

By The Numbers

Source: Oregon Employment Department

• Unemployment rate (seasonally adjusted)

| | April 2016 | March 2016 | April 2015 |
|--------------|------------|------------|------------|
| Oregon | 4.5% | 4.5% | 5.7% |
| Wasco County | 4.7% | 4.8% | 5.6% |

• Total Nonfarm Payroll Employment (Not Seasonally Adjusted)

| | April 2016 | March 2016 | April 2015 |
|--------|------------|------------|------------|
| Oregon | 1,829,000 | 1,812,800 | 1,766,900 |

| Wasco County | 10,180 | 10,010 | 9,940 |
|--------------|--------|--------|-------|
|--------------|--------|--------|-------|

Agenda Item Enterprise Zones Updates

- Staff Report
- Active Enterprise Zone Abatements

CITY of THE DALLES



313 COURT STREET THE DALLES, OREGON 97058

> (541) 296-5481 FAX (541) 296-6906

AGENDA STAFF REPORT

| AGENDA LOCATION: | |
|-------------------------|--|
| _ | |

MEETING DATE:

TO: Wasco County Commission

FROM: Daniel Hunter, Enterprise Zone Manager

ISSUE: Report on Current Enterprise Zone Abatements

BACKGROUND: The Dalles-Wasco County Enterprise Zone currently has ten active abatements. Two others, Columbia Phytotechnology, LLC (Powder Pure) and Sunshine Mill ended last year. The effect these abatements have had on Economic Development has been tremendous. While I cannot say that the increase in County median wage is solely the result of this program, it has certainly played a significant role.

Considering all twelve of these abatements, the total Real Property investment is over \$241,932,077 and total employment is more than 244 full-time jobs. At least 77 of these jobs have average compensation at or above 150% of County Median Income. When the third Design, LLC build-out is complete, the number of employed will increase by at least 10 more jobs.

Because these abatements range from 2006 until now, I have compiled the attached spreadsheet providing data over that ten-year period. What this shows is, over that ten years, the County Median Income has increased 8.2%, and the property value on just the twelve properties has increased 754%.

Using the permanent tax rate only, the revenue on all twelve properties from

property taxes was \$107,566.74 annually; and the current unabated property tax revenue is \$120,135.40, an increase of 11.6% over ten years. The total fees paid in lieu of taxes are \$15,750,000 and application fees total \$1,480,000 over this same period. Dividing the total by ten years, we get an average annual fee revenue of \$1,723,000. This is more than ten times the original property tax revenue. It should be noted that the total after investment property value does not include the third Design, LLC project as the parcel was just created. All employment and investment numbers provided for the Design, LLC abatements are the minimums they need to qualify for the abatements. While the actual numbers are higher, they are also confidential.

Of the ten current abatements, three are Construction-In-Process Exemption:

- Design, LLC third build-out anticipated completion in 2017
- Sedition Brewing (formerly Defiance) anticipated completion 2016
- The Dalles, LLC (hotel) anticipated completion 2017

The Dalles-Wasco County Enterprise Zone is due to sunset on June 30, 2018. After that date, no new applications will be accepted under the current Enterprise Zone. All existing abatements at that time will continue until the end of their abatement period. Currently, the criteria for establishing an Enterprise Zone in Oregon requires either the median household income of 80% of the state median; or an unemployment rate of 2.0% above the statewide unemployment rate. The State Median Household Income in 2014 was \$51,075 and 80% of that is \$40,860; Wasco County Median Household Income was \$43,226. This is \$2,366 (84.6% of state median) above the state income threshold. Thus far, the 2016 Average Annual Oregon Unemployment Rate is 5.0%, while Wasco County's is 5.8% on average. That is a .8% difference and 1.2% lower than what would be allowed for a new Enterprise Zone designation under the current criteria.

Looking at this data, it is quite clear to me that The Dalles-Wasco County Enterprise Zone has had its desired effect. Employment and wages are up, and new commercial development has taken place that has increased the property value in the Enterprise Zone.

ACTIVE ENTERPRISE ZONE ABATEMENTS 2016

| CURRENT EZ ABATEMENTS | | | | | | ANNUAL | | | | |
|--------------------------------|----------|-----------|------------------|-----------|------------------------|-------------------------|--------------|---------------|----------------|-----------------|
| Business | 1st Year | Last Year | Investment | Employees | Before Abatement Value | After Investment Value* | Tax ID | 2015 Tax Paid | App. Fee | In Lieu Of Paid |
| Escape Lodging (Fairfield Inn) | 2014 | 2016 | \$6,588,429.00 | 29 | \$121,187.00 | \$6,558,863.00 | 13462 | \$2,310.00 | Waived | N/A |
| Integrated 3D | 2014 | 2019 | \$1,250,000.00 | 7 | \$461,523.00 | \$520,408.00 | 14944 | \$10,318.44 | Waived | \$15,000.00 |
| Design, LLC 1st | 2006 | 2020 | \$12,500,000.00 | 35 | \$1,598,987.00 | \$14,098,987.00 | 16549 | \$28,236.07 | \$280,000.00 | \$250,000.00 |
| Design, LLC 2nd | 2013 | 2028 | \$12,500,000.00 | 35 | \$784,500.00 | \$13,284,500.00 | 16546 | \$53,502.49 | \$1,200,000.00 | \$800,000.00 |
| Design, LLC 3rd | ~2017 | ~2032 | \$200,000,000.00 | 10 | \$0.00 | TBD | 17934 | TBD | Waived | \$1,700,000.00 |
| NuCulture, LLC | 2015 | 2017 | \$115,000.00 | 2 | \$393,602.00 | \$508,602.00 | 15411 | \$7,887.27 | Waived | N/A |
| Columbia Phytotechnology, LLC | 2013 | 2015 | \$1,205,057.00 | 50 | \$866,190.00 | \$2,071,247.00 | 17878 | \$236.92 | Waived | N/A |
| Sunshine Mill | 2013 | 2015 | \$819,591.15 | 46 | \$619,080.00 | \$1,438,671.15 | 17880 | \$352.68 | Waived | N/A |
| Freebridge | 2015 | 2017 | \$393,000.00 | 2 | \$538,972.00 | \$931,972.00 | 4430 | \$9,829.97 | Waived | N/A |
| Growler Holster/Route 30 | 2015 | 2017 | \$141,000.00 | 1 | \$139,039.00 | \$280,039.00 | 3655 | \$2,499.97 | Waived | N/A |
| Defiance Brewing (Sedition) | ~2016 | 2018 | \$230,000.00 | 7 | \$239,004.00 | \$469,004.00 | 3326 | \$4,961.59 | Waived | N/A |
| The Dalles, LLC (applied) | ~2017 | ~2019 | \$5,650,000.00 | 20 | \$358,008.00 | \$6,008,008.00 | 17863 & 1843 | | Waived | N/A |
| Total | | | \$241,392,077.15 | 244 | \$6,120,092.00 | \$46,170,301.15 | | | | |
| | | | | | | | | \$120,135.40 | \$1,480,000.00 | \$15,750,000.00 |

*Does not include appriciation/depriciation New Parcel-No Tax Assessed \$107,566.74 Tax \$4,242,707.15 Tax Estimate \$811,489.21

State Minimum Requirement, requirement met

Part of the Application and In Lieu of fees are based on cubic feet in the final development

Educational Courses to Schools

Affect of EZ

7

Affect of EZ 754.41% Increase in property value 29% Increase in County Average Wage over 10 Years

2006 County Average annual payroll rate was \$28,395

2010 County Average annual payroll rate was \$31,312 (9% growth)

2014 County Average annual payroll rate was \$34,505 (8.2% growth)

| Before Abatement Tax | \$107,566.74 |
|-------------------------|--------------|
| Un-Abated Property Tax. | \$120,135.40 |

Total Fees / 10 Years

\$1,723,000.00

Agenda Item Enterprise Zone Funds – Quick Projects

• Immediate Project Opportunities List

Google Immediate Opportunity Projects Recommended List - June 2016

| Entity/Project | Est. Amount | Description | ETA |
|--------------------------------------------|----------------|------------------------------------------------------------------------------------------------|----------------|
| Parks & Recreation: | | | |
| | | A one-time investment of approximately \$19,000 to secure necessary equipment to | |
| | | initiate the Movies in the Park program. On-going program costs will be the | |
| | | responsibility of the Parks District including staffing costs, movie rights and operating | |
| Movies in the Park | \$19,000 | | ASAP |
| | | Funds requested would provide shade structures near the splash park, pool, and skate | |
| | 4.0.000 | park. Additionally, the District would use funds to install benches and picnic tables at | |
| Thompson Park & Pool Amenities | \$40,000 | the site. | 2-3 months |
| | | The museum is seeking funds to work to preserve the historic wood structures that | |
| | | makes up the Museum campus. Most of these historic structures have not been | |
| | | addressed for years and rot is beginning to show in many places on the buildings. This | |
| Fort Dalles Museum Building Preservation | \$35,000 | will provide for preservatives to be applied to the wood structures and other repairs. | 2-3 months |
| Tote Balles Wascall Ballaling Treservation | 755,000 | The Mid-Columbia Senior Center has been working to install an elevator from the main | 2 3 1110111113 |
| | | floor to the basement. This funding will help with the final amount needed to complete | |
| Senior Center Elevator | \$50,000 | that project. | 6-9 months |
| <u> </u> | 700,000 | Dufur Parks and Recreation is working to replace the current restroom that is an | |
| | | inadequate and failing facility. They have \$30,000 for the project and this will finalize | |
| | | funding for a new facility to serve Dufur RV Park, City park and the community. The new | |
| Dufur City Park Restroom | \$25,000 | facility will be ADA accessible. | 3-5 months |
| 4H Extension District: | | | |
| | | | |
| | | A significant barrier for out-of-school-time educational opportunities involving youth is | |
| | | the lack of transportation. Many households lack resources to be able to take their | |
| | | children to and from these opportunities. Wasco County 4-H would like to purchase a | |
| | | van to be used to transport 4-H afterschool program participants, camp participants and | |
| | | leadership youth to appropriate events. Fuel, insurance and upkeep would be paid by | |
| Purchase Van | \$30,000 | the Wasco County Extension Service. | 1-2 months |
| | | Juntos is a program targeting Latino students and their families and focuses on building | |
| | | college and career readiness. As part of this program, we would like to give participants | |
| | | the opportunity to work as a team, learn new skills and participate in an extended | |
| | ća 7 00 | project. Creating videos will provide such an opportunity. Students will use equipment | 4645 |
| Juntos Video Program | \$3,700 | to create and edit videos. | ASAP |
| Main Charat TD David att | ć= 000 | Main Street will construct another parklett for public us in the downtown area of The | 4.2 |
| Main Street TD Parklett | \$5,000 | Dalles. The City of Mosier is working to redevelop their downtown and will be building a bike | 1-2 months |
| | | hub as part of that project. They are seeking match money to complete the design and | |
| Mosier Bike Hub Match | \$15,000 | construction of this facility. | 12 months |
| IVIOSIEI BIKE HUD IVIALCII | \$13,000 | Collaborative weed control project on the Lower Deschutes. Controlling weeds that | 12 1110111115 |
| Soil & Water Conservation Weed Project | \$10.000 | have a negative impact on agricultural crops. | This summer? |
| 3011 & Water Conservation Week Project | 710,000 | Partnering with TD Chamber of Commerce to enhance the front of their building. This | This summer: |
| | | project will replace the existing wood stairs with concrete stairs and an ADA ramp along | |
| TD Chamber of Commerce Stairs & Ramp | \$15.000 | with fascia improvements to the front of the building. | 6 months |
| . 2 Stander of Commerce Stand & Ramp | 713,000 | | 5 1110111113 |
| Totals: | \$247,700 | | |
| TOLdIS: | \$247,700 | | |

Agenda Item County Logo

- Staff Memo
- Resolution 16-016 Approving Wasco County Logo

New Wasco County Logo

OVERVIEW

Over the past 6 months, the management team at Wasco County has developed a new Strategic Plan and 100% Love Culture to guide County efforts in serving citizens. As part of this effort, it was noted that the County suffers from a fractured image due to the use of 5 different logos by various County departments.

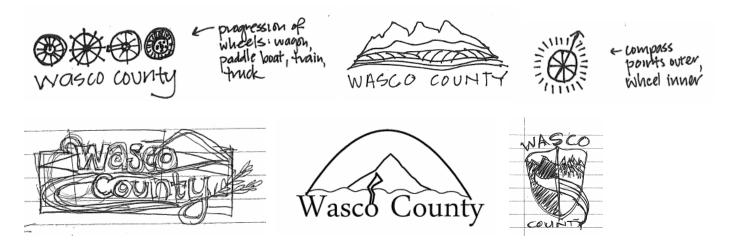
A team was formed to develop a unified County logo that represents our vision statement, "Pioneering Pathways to Prosperity." The final logo selection is being presented to the Board of County Commissioners for approval to be adopted as the new Wasco County logo.

BACKGROUND

A cross-functional team of County employees was assembled to work on logo development. The team included Angie Brewer (Planning Department), Juston Huffman (Assessor's Office), Jaime Solars (GIS/IT Department), Kathy White (Administrative Office) and Lisa Gambee (Clerk's Office). The team met to discuss the goals of a new County logo, including the impact of how we want citizens to see us and how the logo might visually reflect our vision statement:

- **Pioneering** this should reflect innovation rather than our traditional wagon image. We decided that pioneering could be captured by being modern and professional in the overall look, rather than in a specific image
- Pathways this is a larger focus for imagery as it has the capacity to convey a journey, movement and direction. Ideas here ranged from gates, to paths, to signs/signage/way finding (think compass, or arrows), to images of the ways that humans used to navigate the territory like a canoe. Another option is to use imagery that reflects "pointing people in the right direction." The team decided that showing the various types of transportation pathways such as game trails, hiking trails, dirt roads, paved roads, freeways, railroad tracks and rivers would be reserved for photography on the web site, and perhaps on document covers for printed materials.
- **Prosperity** images here included rays of sunshine, lines indicating water, or imagery that gives you a sense of a horizon/future

Early stages of the logo development began with sketches of ideas, with imagery that included paths, compass, hills, doors/gates, wheels and transportation imagery, sunshine rays, etc.



These comps were discussed, debated, rearranged and expanded. Three of these new sketches (with the themes of Technology, Badge and Compass) were sent to a local designer to create professional comps on the computer:







The logos that came back were further refined, and the designer was asked to come up with additional ideas.











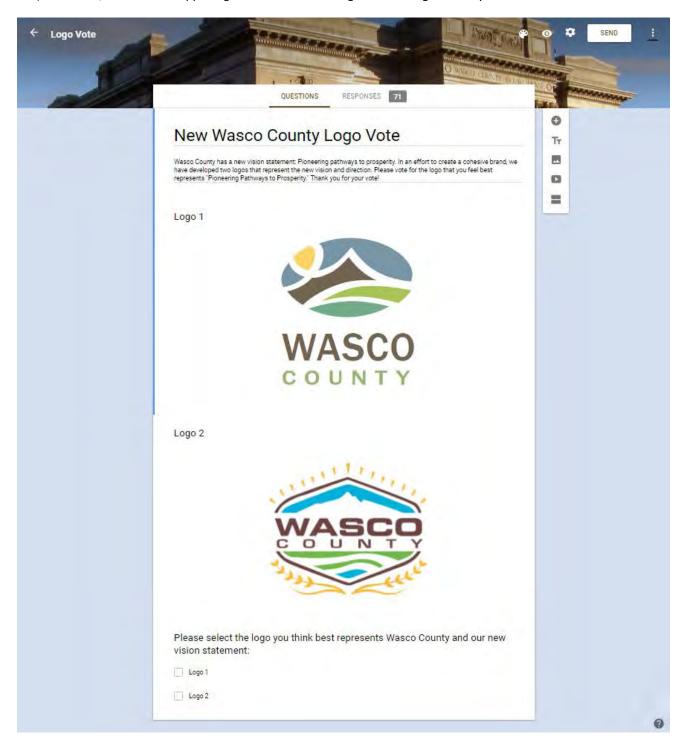


These concepts were presented to the senior management team and Commissioners, who helped narrow the options to two final versions.

Continued next page.

RECOMMENDED LOGO

The final two logos were put to a vote of County employees using a Google Forum Survey. The winner by a 48-to-23 vote was Logo 2. It is our recommendation that the Board of County Commissioners approve adoption of this logo as the new Wasco County identity. Additional re-branding of County materials (website, letterhead, business cards, proposal covers, documents, etc.) will follow, with rollout happening as materials are changed out throughout the year.



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

| IN THE MATTER OF ESTABLISHING A |) | RESOLUTION |
|---------------------------------|---|------------|
| UNIFIED LOGO FOR WASCO COUNTY |) | #16-016 |

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 being present; and

WHEREAS, on April 6, 2016 the County adopted a new Strategic Plan and established an organizational culture; and

WHEREAS, one tenant of the newly established Strategic Plan and organizational culture is to eliminate inter-organizational silos and to present a unified image to the public; and

WHEREAS, Wasco County and its departments are using at least five different logos; and

WHEREAS, staff has developed a unified logo that represents the County's vision statement, "Pioneering Pathways to Prosperity"; and

WHEREAS, the logo has been approved by Senior Management and selected through a polling of County staff.

NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES TO: approve the County logo displayed below and authorize its use as the official logo of Wasco County.



DATED this 15th day of June, 2016.

| | WASCO COUNTY BOARD OF COMMISSIONERS |
|--------------------------------------------------|----------------------------------------|
| | Rod L. Runyon, Commission Chair |
| APPROVED AS TO FORM: | Scott C. Hege, County Commissioner |
| Kristen Campbell Wasco County General Counsel | Steven D. Kramer, County Commissioner |

Agenda Item Archival Book Repairs

- Staff Memo
- <u>DPS Book Preservation Quote</u>
- Kofile Technologies Book Preservation Quote
- Peeler Mobile Book Preservation Quote



WASCO COUNTY

County Clerk

Suite 201 511 Washington Street The Dalles, Oregon 97058 (541) 506-2530 Fax (541) 506-2531 Lisa Gambee
County Clerk
David McGaughey
Chief Deputy County Clerk
Chrissy Zaugg
Elections Deputy
Paul Bowers
Recording Deputy

Book Restoration Vendor Evaluation and Quotes

OVERVIEW

The Clerk's office is charged with managing historical documents for Wasco County. The Clerk's vault, located in the County Courthouse, houses a number of "books" where everything from deeds to mineral rights have been recorded. These books are in varying stages of decay due to age, so each year we select several to be sent for restoration/preservation. Because of the cost of book repair, the contract falls within the Intermediate Personal Services Procurement guidelines and will require final approval by the Board of County Commissioners to proceed.

The three books we plan to have preserved are "Record of Patents," "Record of Discharges," and "Mineral & Water Claims." Funding for this contract will come out of the Clerk's Record Fund (237.15.5237), which is dedicated solely to special projects for records management. It is not part of Wasco County's General Fund.

VENDORS AND SELECTION RECOMMENDATION

Per the County's Public Contracting Regulations, three quotes were obtained from vendors who provide historical book preservation: Kofile, Data Preservation Services (DPS) LLC, and Peeler Mobile Archiving Services. All three were provided with the contract expectations and images of the books to be preserved as shown on the next page. A fourth company, Restoration Books, was also asked to quote on the project but did not respond other than to say they were unavailable for 8 months.

Of the three, Kofile and DPS provided the most detailed responses about their services and how they would handle the book preservation. Peeler provided a simple estimate only. Paul Bowers, Recording Clerk, interviewed each group via phone to get a sense of how they would approach the project and gauge what they would be like to work with.

The estimates provided by each vendor were:

| Vendor | Estimate Total |
|--------|-------------------|
| Kofile | \$9258 - \$10,982 |
| DPS | \$8510 |
| Peeler | \$5940 |

While Peeler is significantly lower, the work they have done previously for the County was not found to be of particularly good quality. Given Kofile and DPS' professionalism, and that DPS is more reasonably priced, we recommend using DPS for preservation of the three books.



WASCO COUNTY

County Clerk

Suite 201 511 Washington Street The Dalles, Oregon 97058 (541) 506-2530 Fax (541) 506-2531 Lisa Gambee
County Clerk
David McGaughey
Chief Deputy County Clerk
Chrissy Zaugg
Elections Deputy
Paul Bowers
Recording Deputy

REQUEST FOR PROPOSAL LANGUAGE

Dear < Vendor name > -

As discussed, here is the data and photos you requested in order to give us a price quote. Just to confirm, we're interested in the the binder and plastic sleeve restoration, not a bound book. You had mentioned you'll be including the cost of treating the pages for acidity in the quote. As requested, pictures of each book are attached.

There are 5 books total we'd like quotes on. I'll include 3 here and 2 on a second email because of the photos:

"Mineral and Water Claims - Book B"

Age / Content: 1891 to 1947 Condition: Fair to poor

Mold? No

Tape repairs? No Page count: 597

"Record of Patents"

Age / Content: 1886 to 1901

Condition: Fair Mold? No

Tape repairs? No Page count: 654

"Record of Discharges 1 and 2"

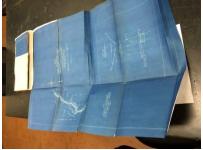
Age / Content: 1918 to 1944

Condition: Fair Mold? No

Tape repairs? Some Page count: 584

11 photos of the books and their condition were attached to the email. See sample below. While five books were originally estimated, we had the companies re-bid on just the three mentioned above due to the cost.







BOOK & RECORDS PRESERVATION PROPOSAL

Prepared For

Wasco County Oregon

Submitted By



2214 Century Center Blvd.
Irving, TX 75062
972-438-2079
www.datapreservationllc.com



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EXECUTIVE SUMMARY

Introduction

Data Preservation Solutions (DPS) is pleased to present this proposal to WASCO COUNTY. At DPS we pride ourselves on being a "one-stop-shop" for your county records management and book preservation needs. DPS's history dates back to providing microfilm recording, records scanning/indexing and book preservation to counties across the nation. Our core management team has evolved from the days of microfilm and stitched deed books to the latest technology for image capture and enhancement. DPS is conducts county government business throughout the southeastern United States, including Alabama, Florida, Mississippi, Louisiana and Texas.

Why WASCO COUNTY can be sure that DPS will deliver?

In this Executive Summary, we'd like to first address the partnership and trust that DPS builds every day in handling significant Book Restoration and Imaging endeavors on behalf of our customers. DPS' commitment to a successful and healthy partnership will be based on our dedication to WASCO COUNTY's satisfaction and our delivery of high-quality products and services. We know that in the imperfect world of historical county documents, not all will go perfectly in each restoration and imaging project. It is in these moments that our management's commitment to forthright, ethical practices, and the aggressive pursuit of quality are the keys to providing not only better service, but to building credibility as well. DPS' experience coupled with our skilled craftsman and software resources assure the success of this relationship for years to come.

Why choose DPS?

DPS appreciates and truly understands WASCO COUNTY's strategy for restoring and protecting WASCO's invaluable history stored in the Deed Books and Plat Books. Our team, from the sales resources to our drivers to our document preparation staff, is well trained in the nuances of county records. It is this focused experience that provides our customers with the confidence that their history will be well protected and enhanced by DPS.

This proposal will provide as much specificity as possible to insure that WASCO County is confident in DPS's understanding and approach to Restoring and Imaging WASCO'S records. DPS has developed a systematic production schedule that adheres to strict US Government archival standards yet provides flexibility for custom solutions to the most vexing problems encountered. Our Project Management team will clearly review the steps, no matter how trivial, with WASCO County prior to commencing any work. Each step along the production path will be recorded and provided to WASCO for a constant view of the Restoration and Imaging process.

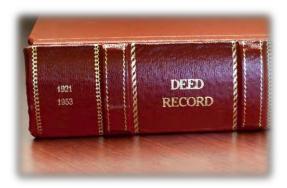


Fortunately, DPS has developed a prominent team of Conservators, Data Technologists and Microfilm and Digital Imaging Specialists that not only understand a county's unique assortment of paper, film and digital history, but know how to make that history accessible for future generations. You see, the founders of DPS have been providing all of these services for over 4 decades. Because of our expertise and our attention to detail, it isn't surprising that DPS is quickly becoming the partner of choice for counties across the United States.









DPS - EXPERIENCE & QUALIFICATIONS

Book Preservation

- Conservators in Residence
- ➤ 40 years of County Book building, preservation, and conservation
- > Two facilities in north Texas
- All phases of preservation completed in house



Document Conservation

> Process of taking historical flat files, shucks or files stored in boxes through all phases of repair -- Archival Cleaning, Mending and Repair, De-acidification, Imaging or Filming, **Encapsulation and Binding**

Indexing

- Detailed historical knowledge of county documents is a requirement
- Providing relevant data associated with each document for ease of access
- > Familiarity of writing styles from the 1800's and how the hand-written data applies to today's county environment
- > Standardizing language to useful and relevant words
- ➤ Knowledge to link historical data with today's software and databases
- Utilization of DPS's County Record Extraction Wizard (CREW) platform for optimal accuracy

Data Management and Software

- In today's county environment your constituents must have secure and protected access to the history of the county
- > DPS has the requisite skills and experience to work with your software systems
- > DPS can provide the appropriate cost effective software and tools to serve the county users













COUNTY DOCUMENT PRESERVATION PROCESS

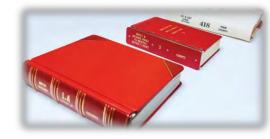
Preserving Documents

DPS follows specific treatment guidelines based on document age, condition and service levels. DPS will invest the appropriate time to comprehensively understand the goals of the county in conjunction with the current status of the documents, books and data to be managed. Counties will gain invaluable insight into the options and alternatives when approaching historical document projects in this manner. Because DPS is genuinely interested in the protection of your history as well as defining your future for the generations that follow, we will often recommend alternatives that include competitors or other partners that provide unique services that DPS endorses.

A few of the items to consider when treating and conserving books:

- > Document style, age and condition
 - o Trifolds, flat files, books (stitched or not), loose files
 - o Ink type and style
 - o Previous treatment and type
- History of Documents
 - o Film or Digital copies
 - Index available
 - Inventory and validity
- Goals of County
 - Type of Preservation
 - Integration of data and images to software
 - Timeframe and budget







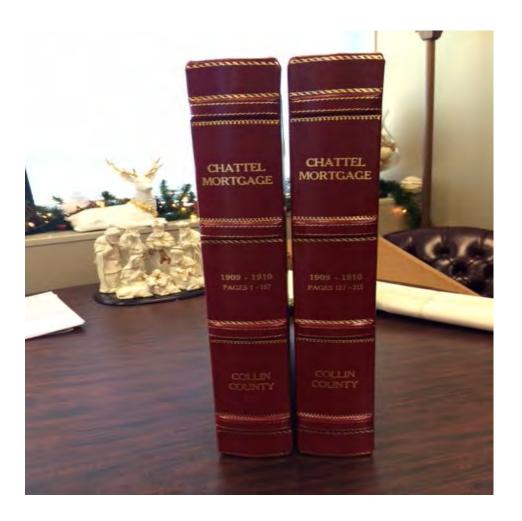


WASCO County Books Inventory

| Book Title | Page Volume | Condition |
|-------------------|---------------|--------------|
| Mineral and | Est 597 pages | Fair to Poor |
| Water –Book B | | |
| Record of Patents | Est 654 pages | Fair |
| Record of | Est 584pages | Fair |
| Discharges 1 and | | |
| 2 | | |
| Fold out Maps | TBD | Fair |
| | | |
| | | |



Finished Product





DPS RECOMMENDED SERVICES

Books

DPS recommends a full conservation and preservation of all 3 books. DPS's full conservation and preservation service includes:

- Complete inventory of all books and current condition
- Shipment Containers
- Verification of book inventory upon arrival at DPS Preservation facility
- Maps Pressed, Conserved, Encapsulated
- Clean cut edge on all materials using hydraulic cutter
- Repair of any pages requiring mending using Japanese tissue paper
- ➤ Removing all dirt and surface grime from pages using archival erasers
- Applying Bookkeeper de-acidification spray to all pages to prevent further decay
- > PH testing all pages for proper PH levels
- Encapsulating all pages using Mylar Sleeves closed on 3 sides with the binding side remaining open for access and airflow
- > Attaching all encapsulated sleeves into new binder
- > Titling binder per instructions including gold leaf letter rolling
- > Treatment Report outlining all Conservation and Preservation steps
- > Shipment of all books to WASCO County. Shipping Costs Based on Actual

DPS TIMELINE AND BUDGET

| Book Title | Size | Unit Price | Extended Price |
|---------------|-----------|-------------|----------------|
| Mineral and | 597 pages | \$2,738.00 | \$2,738.00 |
| Water Claim- | | | |
| Book B | | | |
| Record of | 654 pages | \$2,966.00 | \$2,966.00 |
| Patents | | | |
| Record of | 584 pages | \$2,686.00 | \$2,686.00 |
| Discharges | | | |
| Fold Out Maps | TBD | \$15.00 per | TBD |
| | | map | |



DPS TERMS AND CONDITIONS

- The above pricing is based on our current understanding of the requirements.
- Payment term is NET 30 days
- Monthly Invoicing

| WASCO County | Data Preservation Solutions, LLC. |
|--------------|-----------------------------------|
| Signed: | Signed: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| | - |



PRESERVE | IMAGE | INDEX | MICROFILM | ACCESS

COMPLETE SOLUTIONS FOR PERMANENT RECORDS PRESERVATION.

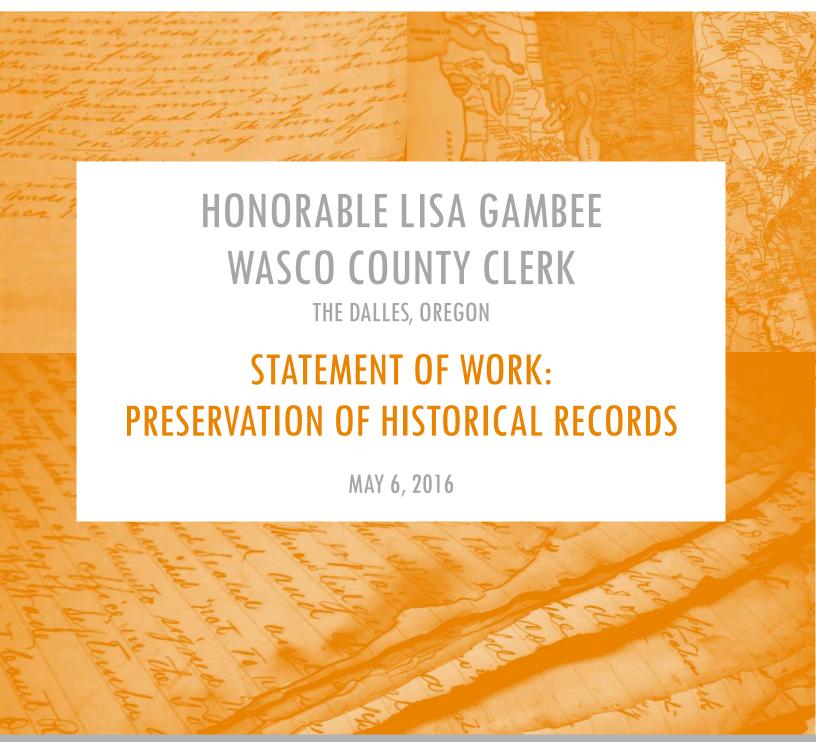


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MIKE MAROTTI FACILITY MANAGER & CONSERVATOR p/855.767.8697 f/775.883.9978 MIKE.MAROTTI@KOFILE.US



PROJECT APPROACH

This proposal addresses the preservation of three historical volumes of the Wasco County Clerk's Office. This proposal is presented by Kofile Preservation, Inc. now known as Kofile Technologies, Inc. (Kofile) and includes custom preservation services for each volumes. Final pricing will be determined upon review at the Kofile Lab in Carson City, NV. Billing will reflect actuals based upon mutually agreed upon pricing. Please note that pricing is good for 90 days from the date of this proposal.

Following this combination of conservation science and physical preservation, the returned assets are chemically stable for 300—500 years.

Preservation insures the survival of permanent or unique and historical materials and the survival of the source original for the application of future technologies. Treatment of the original source includes cleaning, flattening, deacidification, and mending. Archival rehousing includes encapsulation in archival grade Mylar (PET polyester) and binding in an archival binder.

Kofile is dedicated to providing quality service above-and-beyond County expectations. Each project is unique and deserves special attention. The Kofile team provides realistic solutions, professional analysis, and innovative archival products to equip counties with the information and resources needed to preserve collections.

Records stewards are faced with an insurmountable task—the responsibility to ensure the physical protection of collections and maintain access to the vital permanent data. Even if the records are in a fragile state, extremely brittle, and lacking digitized security copies, access is necessary. The expertise demanded to address a 1781 court document is different from the knowledge needed to scan a printout from an inkjet printer. No one wants to hear, "I'm sorry, but those pages were stolen, lost, destroyed, or inaccessible." Historical records are permanent!

Kofile can provide references and professional resumes upon request.



Dating from the 1840s, these files document a Texas county's legal history. The document pictured above left had a tintype and an official seal attached to it and is from a series of communications between Brazoria County officials and the Country of Sweden. Following conservation and imaging, these documents were encapsulated in Mylar and bound for return.

RECORDS ASSESSMENT

This collection is in fair to poor condition. These volumes are bound and have manuscript—or handwritten—sheets. Acidic content and age of the records is evident in browning/yellowing pages and fading ink. Physical deterioration of the volumes is a direct result of a history of daily public access, natural aging, a previous lack of environmental controls, and exposure to UV light. The bindings are compromised on some volumes.

Possible areas of concern are documented following.

Mechanical Damage (Use & Abuse)

Everyday use greatly effects collections. Sheets bear signs of grime and natural oils of human hands. Exposed sheets are susceptible to damage and loss even with careful use. Many sheets are suffering from mechanical damage and are dirty, brittle, and torn.

Slumping (or Leaning)

The average weight of a county record book is 24 pounds. The pressure of leaning books (standing on end) causes permanent damage to bindings. This is known as slumping. Eventually, a damaged spine results in a broken book block and individual sheets coming loose. Appropriate shelving units are necessary in long-term archival storage.

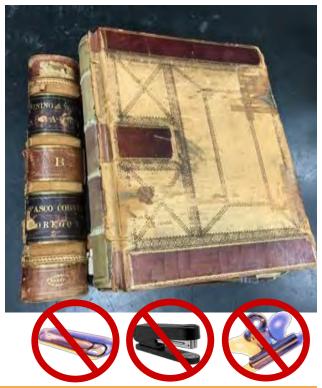
Broken Book Block

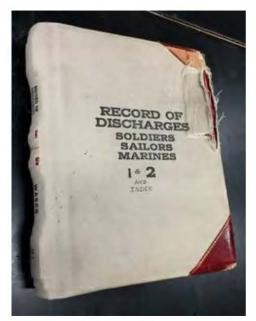
Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. When exposed, fragments become abused and susceptible to loss.

Non-Archival Materials

The off-gasses of deteriorating metals (a process called oxidation) contribute to the chemical breakdown of paper. Major culprits include metal in book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off-gasses eventually destroy the volume's fabric. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown) stains or blotches on paper.















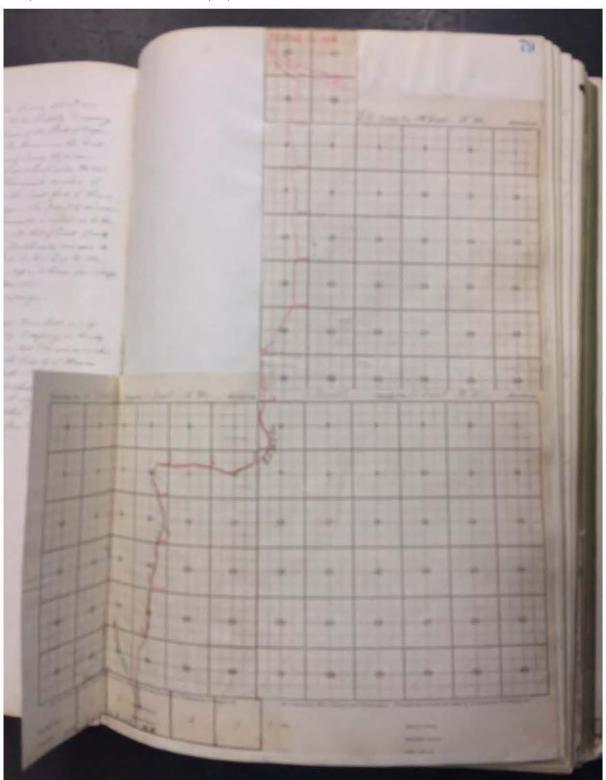






Following is photographic documentation of the map attachments that are included in these Mineral & Water Claims Vol. B (all photographs provided by the County).

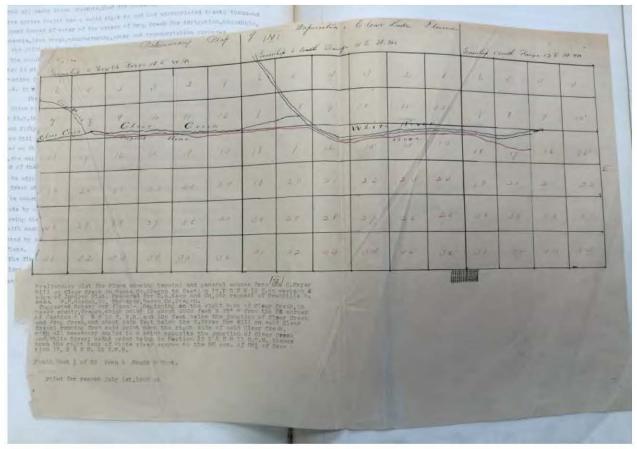
Map 1: (13" x 15½" on a white paper)

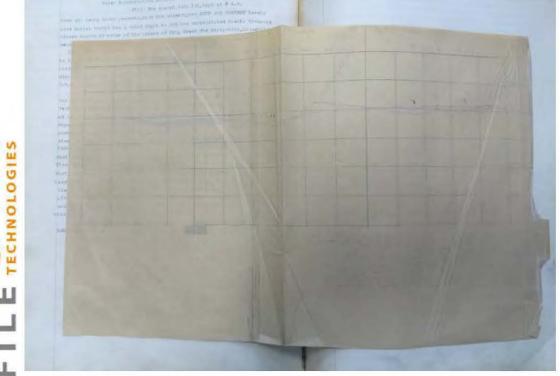


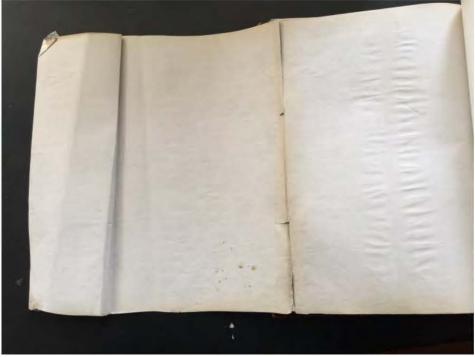
TECHNOLOGIES

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Map 2: (11½" x 17½" on a thin, tan paper)







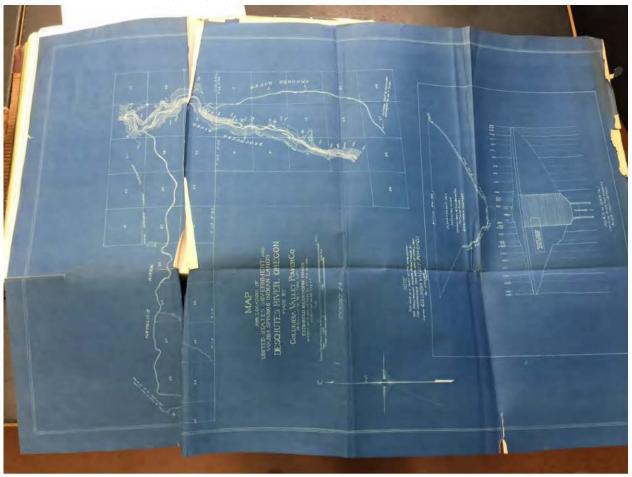
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Map 4: (36" x 25" on blueprint paper)

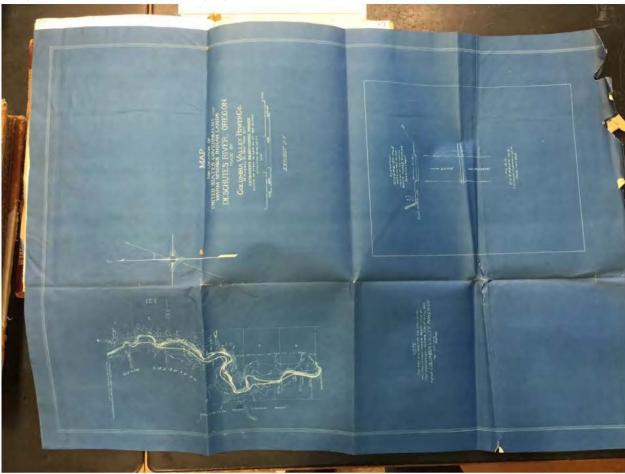


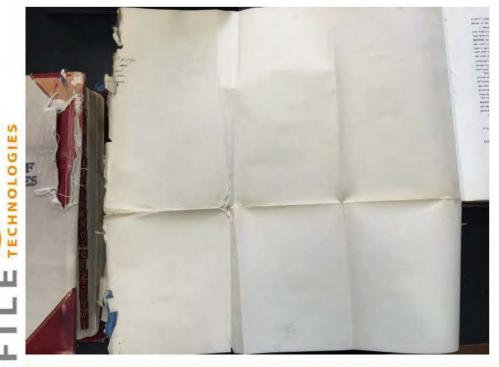
Map 5: (36" x 25" on blueprint paper)

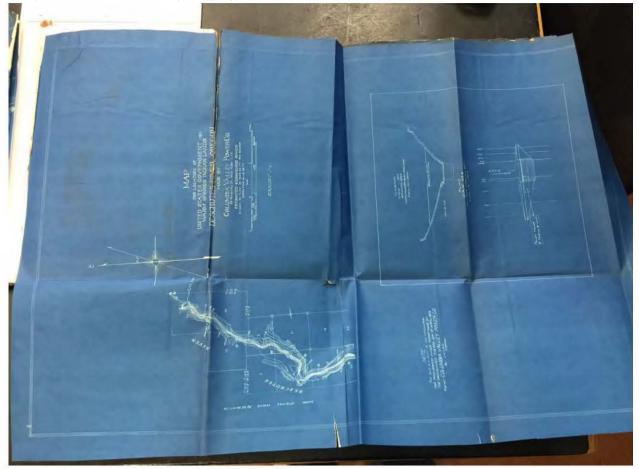




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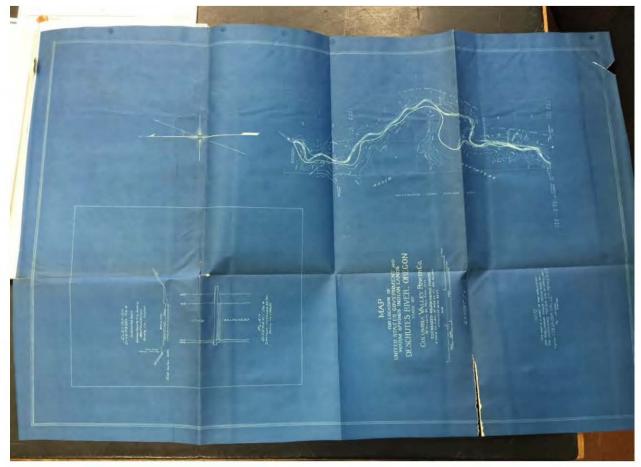








Map 8: (35" x 241/2" on blueprint paper)



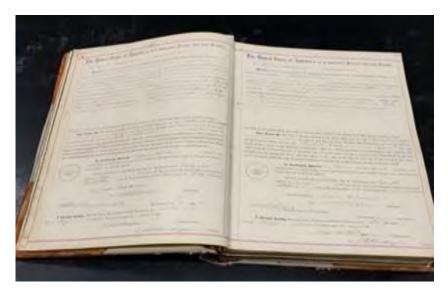


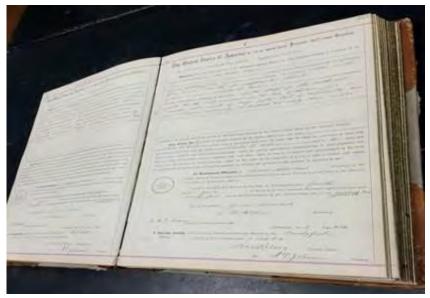
Binding Margin

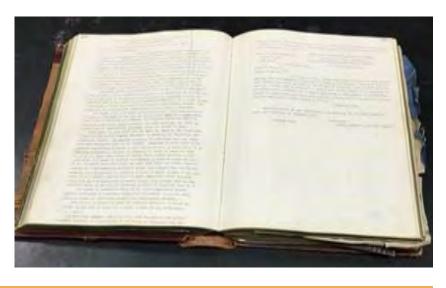
Sometimes a book contains sheets with writing continuing into the binding margin. To rebind and protect these sheets, encapsulation, not punching, is the only solution. Likewise, books that previous vendors have guillotined can only be protected with encapsulation.

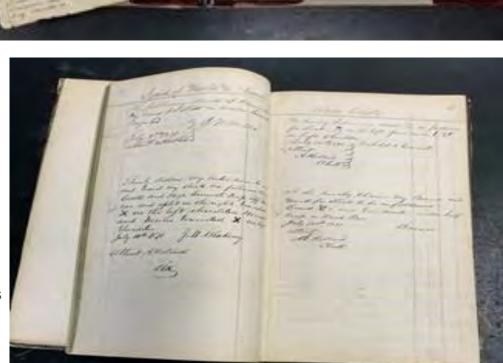
Guillotining

Always question vendors if they recommend power cutters to dismantle sewn books. Kofile never attempts any procedure potentially resulting in a loss of text or weakening of document integrity. For these purposes, Kofile does not endorse or practice guillotining. A sheet's binding margin should never be compromised.











Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were standard. These inks contain sulfuric acid, which fades with time. With proper conservation treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Temperature & Humidity Monitoring

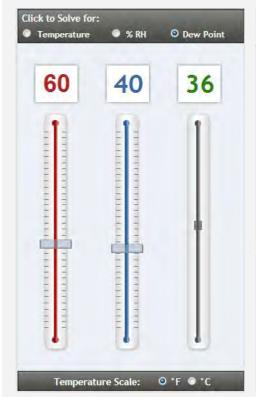
Appropriate temperature and limited air circulation are crucial to a document's longevity. Without regulation, humidity and water can enter—which are the most destructive threats to an archival environment and collection. Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

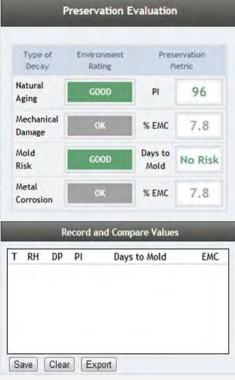
Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends). Fluctuation promotes the growth of mold and other microorganics. Only a trained professional should attempt removing and treating the damage caused by these substances.

Temperatures above 75°F and RH higher than 60% encourage microorganics growth within 48—72 hours.

The introduction of water in an archival environment can result in unmitigated damage. With the introduction of water, red inks smear first, then blue inks, and lastly, black inks.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of water soluble inks (such as a ink signatures) is necessary. Records with water damage are extremely fragile. Water damage can also lead to other issues such as mold and binding failure. The necessary conservation treatments are time consuming and require a highly skilled conservator.





Visit the Image Permanence Institute (IPI) at www.dpcalc.or a to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exampled above). The image above is property of IPI.

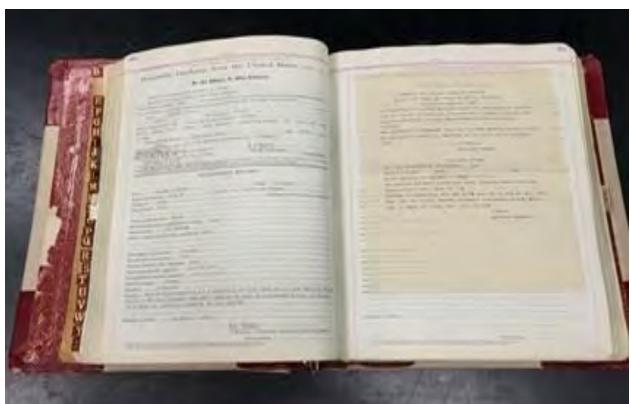
Attachments and Inserts

Many volumes contain irreplaceable inserts and attachments. The information contained on these inserts is at great risk of loss and damage.

Tape & Non-Archival Adhesives

The Library of Congress warns "pressure sensitive tapes, such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes" are all culprits. These tapes are unstable. "All tapes and adhesives of these types will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."1 Adhesive stains lead to issues during imaging. Many officials have approved low-bid imaging and microfilm projects that resulted in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives. Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save collections, the underlying issues causing the deterioration of the sheets' margins need correcting. The acidic content of the sheet extenders only adds to the chemical breakdown of the paper.



¹The Library of Congress. "Preservation FAQs." <www.loc.gov/preservation/>.



PROJECT INVENTORY & PRICING

Please note that final pricing is determined upon review at the Kofile Lab and dependent upon condition of the pages. All pricing is good for 90 days from the date of this proposal.

| WASCO COUNTY CLERK, OR PRICING OVERVIEW | | | | | | |
|-----------------------------------------|-----------------------|-----------|----------------------------------------|---------------|------------------------|--|
| RECORD SERIES TITLE | VOLUME | DATE | LEVEL OF SERVICE | PAGE COUNT | PRICE QUOTE ESTIMATE | |
| Record of Patents | n/a | 1886-1901 | Full Service | 654 | \$2,616.00—\$3,139.00 | |
| Record of Discharges | 1 & 2 | n/a | Conservation (see defined below) | 584 | \$3,504.00—\$4,205.00 | |
| Mineral & Water Claims | В | 1891-1947 | 201011) | 687 | \$2,748.00—\$3,248.00 | |
| | Map #1-2 | | | 2 | \$150.00 (\$75.00 ea.) | |
| | Map #3-8 (Blueprints) | | | 6 | \$240.00 (\$40.00 ea.) | |
| ESTIMATED TOTAL | | | | 1,933 | \$9,258.00—\$10,982.00 | |

| COUNTY ACCEPTANCE: | |
|----------------------------------------|------|
| Signature of Authorized Official/Title | Date |

Records will receive the following services as appropriate. A permanent log is created for each volume to record condition upon receipt, name of the conservator and technician, special characteristics, page order, services/treatments performed, and materials utilized. A final quality check occurs with reference to this original log.

- Surface clean sheets to remove deposits—dust, soot, airborne particulate, sedimentation, insect detritus, or biological/mineral contaminants. Tools include a microspatula, dusting brush, latex sponge, powdered vinyl eraser, or block eraser.
- Reduce non-archival repairs, adhesives, or fasteners. Tape and previous mends are reduced to the furthest extent possible without causing damage to paper and inks. Mounted maps are dismounted from their secondary supports if the process will not cause further degradation.
- Mend tears and guard burns on back side of sheets with acid free and reversible materials. Sheets are mended with Japanese tissue and methyl cellulose adhesive or acrylic-based, acid-free and reversible heat set tissue such as Filmoplast®. Fragile plats are backed onto acid free paper, if necessary, with acid free and reversible archival quality adhesives.
- Deacidify sheets after careful testing with magnesium oxide to neutralize acid inks and paper by providing an alkalize reserve. Random testing ensures an 8.5 pH with

- a deviation of no more than ± .5. Please note that some blueprint is not appropriate for deacidification, as it is comprised from acid-based imaging.
- Encapsulate each sheet and plat in a Mylar pocket composed of SKC Films, Skyroll SH72S®. Plat pockets are fit to return for the County's preferred storage system (either plat book, flat storage, or plat cabinet hangers).
- Volumes are rebound in a custom-fitted Heritage Recorder Binder or a Tenacity TMC binder. A volume may return as two volumes due to the additional weight of the Mylar pockets. A dedication and treatment report is included in the binder. Index tabs are repaired or replaced, as necessary.
- Kofile will prepare a cross reference index for the plats. This will include description, book and page number, and plat number to hanger location (if applicable).

LOCATION OF WORK & PROJECT SCHEDULE

Once a collection enters Kofile's hands, it goes directly to the Kofile facility, and nowhere else, until it returns to its original or designated home. The location where the work is completed is Kofile's Western Regional Facility is located at 1558 Forrest Way, Carson City, NV. Established in 2003, this lab serves Western-most projects.

The Kofile facility is designed to ensure the safety of our client's records. A sophisticated security system monitors all motion and access points. This system is not linked to the



local phone line as a precaution against disablers. Fire protection is a priority at Kofile, as we are uniquely aware of the vulnerability of the records and media in our trust.

Kofile facility contains a fire detection system that runs throughout the entire building, and meets OSHA and NFPA standards. Team members are educated and trained to respond to disaster situations. This facility is intentionally located above flood plains, and the location is unlikely to suffer hurricane, tornado, or other natural disasters.

The Carson City laboratory is equipped with a double door UL rated heat proof safe and state of the art electronic security system. All premises will be fully alarmed against forcible entry and fire; this will include automatic and remote 24-hour monitoring.

ACCESSIBILITY OF RECORDS

Records held at Kofile are viewed as private and confidential and treated as such. Employees are experienced with working with public records and trained accordingly. Wasco County is guaranteed access to records via toll-free fax or email at our expense. Requests received during regular working hours (8:00 A.M. PST - 4:00 P.M. PST, Monday -Friday) are processed the same day—often within an hour or less of receipt.

PROJECT SCHEDULE

At Kofile, trained personnel handle documents with the utmost care. Kofile takes pride in being a prompt and efficient company. For each batch of records, approximately 14 to 18 weeks should be permitted for turnaround. Kofile does not disclose copies of County records to third parties. Our team is experienced working with public records.

The Carson City Facility is highly capable to successfully and timely complete this project. Kofile does not seek work that we cannot professionally complete within a reasonable and the project of the being a prompt and efficient company. For each batch of records, approximately 14 to

The Carson City Facility is highly capable to successfully and timely complete this project. Kofile does not seek work that we cannot professionally complete within a reasonable and agreed-upon time schedule. This statement can be verified by our references. Kofile works with our client's and any budget or timing constraints to ensure that the project is completed to satisfaction.

Please see the following page for a sample project timeline.



| | | SAMPLE PROJECT TIMETABLE |
|-------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WEEK | PROJECT PHASE | COMMENTS |
| 1 | COMMENCEMENT & RECORDS TRANSPORT | Document and books arrive at the Kofile facility in Carson City, NV. |
| 1 | ARRIVAL | Items are unpacked and inventoried. Before any conservation treatments are undertaken, each item is evaluated. An Information log is generated for each item. Titles are verified, items are identified with job numbers, and a stamping sheet is produced. The stamping sheet is sent to the County for verification, if required. |
| 1—3 | PREP | Job instructions are written and distributed. Custom materials such as binders are ordered upon approval of stamping. Each stage of the conservation process is carefully documented according to accepted conservation practices. The treatment log always accompanies each item. Volumes are dismantled. Page/image order is checked against the log. |
| 4—6 | CLEANING & DEACIDIFICATION | Folio surface cleaning. Adhesives and repairs are removed. All treatments are lab-tested and industry approved. All solvents and adhesives are acid-free and easily reversible. Individual sheets are deacidified. |
| 7—9 | REPAIR & RESTORE | Sheets are mended with appropriate methods, such as the application of Japanese tissues. Sheets are encapsulated. |
| 10—12 | BINDER ASSEMBLY | Encapsulated sheets are cased for binding. Depending on the chosen housing, the designated books are bound. Binding may include rounding, backing, cover assembly, gold stamping and tooling, cutting of boards and leather, lining, and casing-in and pressing. |
| 13—15 | QUALITY CONTROL | Collection undergoes final quality check. Treatment reports are finalized and returned with the collection. |
| 16 | RETURN | The collection is wrapped, boxed and delivered to the County. Scanned images and microfilm are also delivered. Other project requirements are addressed as appropriate. |

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QUALITY ASSURANCE PLAN

Each batch of records is entered on a color-coded production control board. Storage areas are color-coded to correspond to each group of records. Records are housed in the same location throughout the project.

- 1. Work is accompanied by a receipt identifying the items, quantity, titles, date, other pertinent information. This receipt is signed by Wasco County Clerk representatives and Kofile.
- 2. Upon receipt, items are inspected and a Treatment Report/Log Sheet is prepared. Administrative staff will also complete a Work Order.
- 3. The Treatment Report and Work Order will accompany the materials during the course of treatment, from inception to completion. The Treatment Report is updated and notated at each phase or as appropriate. A final Treatment Report is prepared upon the completion, and included with the materials as a permanent record. More detailed log sheets may be included or turned over to the County for filing and safekeeping at the County's option.
- 4. At each phase of treatment, the Facility Manager and Senior Conservator, Michael Marotti, will review the proposed work with the conservation technician assigned to the current task. Marotti will insure that the technician fully understands the scope and has been fully trained and is experienced in the assigned task. Marotti will also insure that the required materials and equipment are available and properly functioning for the use of the assigned technician.
- 5. Also at each phase of treatment, Marotti reviews the completed work. This includes physical inspection of the completed work, as well as review of Work Order instructions and Treatment Report entries. Additional work or correction is completed prior to the materials being processed for the next phase of treatment.
- 6. Periodically, Joe Arbios (Point of Contact), will meet with Marotti, as well as conservation staff, to review performance standards and Contract compliance. Arbios will also review each lot of work during treatment as well as after completion and quality assurance review.
- 7. After all treatments have been carried out in compliance with the Work Order, the preserved materials will be subjected to a comprehensive quality assurance review carried out by a Quality Assurance Officer of Laboratory Manager grade or higher.
- 8. Completed work will be returned to Wasco County.

SCOPE OF SERVICES

DOCUMENTATION OF TREATMENT

Work order and individual documentation logs accompany the item throughout the entire process. Each client or batch of records is entered on a color-coded production and control board. Storage areas are likewise color-coded to correspond to each batch or group of records. Records are housed in the same location throughout the project so that any given record may be located quickly.

Documentation of Treatment

Upon receipt, items are assessed to document condition prior to service. Each sheet is inspected by to ensure that it receives the appropriate level of treatment. A written record is retained to record:

- Date(s) of treatment
- Name(s) of the conservator who worked on the item or held a supervisory position
- Name(s) of the technician who worked on the item
- Condition of document upon receipt
- Number of pages, proper pagination, and blank pages
- Presence of staples, paper clips, brads, etc.
- Identity of certificates/records (manuscript, Photostat, typed, etc.)
- Notation of original lettering on spine and covers
- Presence of pressure sensitive material
- Special characteristics
- Presence of acidic glues and previous repairs
- Loose pages or attachments
- Any other information pertinent to the identification of the volume

Please note that this is not a conservation treatment report disclaimer—this is provided in every finalized bound volume.



CONSERVATION TREATMENT SPECIFICATIONS

Dismantle

Kofile doesn't attempt any procedure that results in a loss of text or weakens the paper's integrity. During dismantling, binding materials, such as threads and adhesive residues, are carefully removed by hand. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. Difficult to remove, the application of steam with specialized equipment can soften the materials.



Guillotine cutters are never employed. If trimming is necessary, it is done with handheld scissors or Jacques Board shears (specifically designed for trimming fragile paper). Board shears are not guillotine cutters. The closely resemble a large pair of scissors. These allow Kofile to carefully and accurately trim paper with greater precision than with a pair of scissors. Only one document is cut at a time to ensure no text is lost.

Surface Dry Cleaning

Surface cleaning is a generic term for the removal of materials deposited on pages. This includes dust, soot, airborne particulate, sedimentation from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or even biological or mineral contaminants. All have serious consequences during long-term storage. Cleaning methods vary and range in degree of simplicity. More elaborate systems require isolation, filtration, and personal protection. To improve appearance, superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits from the sheet. At times, a latex sponge, powdered vinyl eraser, or soft block eraser is used.

Fragile materials may require vacuuming through a fine mesh screen overlay. Contamination can result from flood, fire, or micro-organic growth, or proximity to toxic substances (asbestos or bacteria). The former requires treatment in an isolation booth. Remediation such as freeze drying, desiccant drying, ozone treatment, etc. may also be necessary. However, while treatments can kill mold or bacteria, it is often impossible to eliminate stains. Chemical treatments are only used when mold is embedded into the fiber—and only in extreme cases.



A Hot Tools tape remover softens adhesive to allow for removal. Dial-Temp controls the transfer of heat and guards against scorching.

Removal of Old Repairs

Adhesive reduction begins with the most benign process. If possible, the removal of water-soluble repairs are accomplished by water or steam. Previous repairs that cannot be removed safely will remain. Chemical removal is the last resort. A microspatula (sometimes heated) coaxes threads, pressure sensitive tape, and glue from the paper. Remaining adhesive is treated with a gum compound eraser. Solvents are only used by a conservator as a last resort, and only after testing.

If mechanical tape removal is unsuccessful, the next alternative is chemical removal. This is either a local or spot treatment or an emersion bath treatment. Emersion and local treatments follow all OSHA regulations and pertinent safety procedures for staff.

When possible, peelers and tape are removed with two primary techniques: Mechanical Heat Removal and Mechanical Peeling. The former is used when adhesive is loose, old, or brittle and does not need to be heated for successful removal.

Kofile ensures that our laboratories are equipped to correctly and safely process chemical treatments. All

TECHNOLOGIES

solvents and necessary chemicals are handled in modern chemical fume hoods and HVAC systems. These systems offer the maximum level of personal protection, and safely exhausts potentially harmful fumes and gases. These systems meet or exceed OSHA and other applicable regulations. Chemical resistant gloves, apron and an explosive proof face shield are parts of the delicate process.

Also at this stage, fasteners, page markers, and other metal mechanisms are removed. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc. cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion), and chemical damage (rust).

Flattening and Humidification

Improperly stored, papers become inflexible over time. They retain a memory of the storage position (known as "Hysteresis"). Maps are humidified after testing the solubility of the image. Ultrasonic Humidification Treatment corrects folds and bends, see above. Then, documents dry between acid-free blotters. Careful monitoring eliminates bleeding ink and mold or fungus growth.



Repair and Restore Paper

The mending of torn paper is an art form. It is accomplished with a variety of materials depending on color, tone, condition, and paper weight. The length of the tear(s) and the degree of embrittlement or fragmentation are major concerns. Kofile generally mends tears greater than 1/2". All of the materials utilized are acid free and reversible. Japanese paper and ethyl cellulose paste, or Crompton tissue are used the most often. Kozo paper, in both natural and white finish, is usually employed because of its strength and transparent nature after application.

DEACIDIFICATION

The application of magnesium oxide deacidifies (neutralizes) each side of each sheet. It is performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through an HVAC system for optimum performance. The commercially prepared solution is applied with compressed air sprayer equipment, see pictured. It is non-flammable and non-toxic. This chemical is inert and safe, and does not degrade the sheet. After deacidification,



random testing ensures an 8.5 pH with a deviation of no more than \pm .5.

ENCAPSULATION

In archival encapsulation, the document floats freely. It is not adhered or heat set.

Kofile uses SKC SH725 PET polyester. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, and odorless. It will not distort or melt in case of fire.

Each sheet is encapsulated in a 2 mil or 3 mil polyester pocket. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a $1\frac{1}{2}$ " or $1\frac{1}{4}$ " binding margin.



"Archival Safe" and "Acid Free" are only words, and there are no standards regulating their use. Whether enclosure, sleeve, envelope, or pocket, the protective housing will determine the "life or death" of vital records. Its composition will have a chemical reaction with paper fibers and ink. The reaction either save money or cause unmitigated expense.

There are a variety of protective plastic film enclosures on the market. The only appropriate film for archival use is manufactured from chemically stable materials and passes the Photographic Activity Test (PAT). While it is the most expensive, PET's non-damaging properties deem it the superior choice for long-term storage by Archivists.

COUNTY RECORDER BINDERS

Kofile manufacturers binders solely utilizing lab-tested archival materials.
Binder components are manufactured on a per-book basis, sized to 1/4" incremental capacities. Kofile can match existing books by manufacturing custom sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards. utilizing lab-tested archival materials. match existing books by manufacturing custom sizes, shapes, spines, colors, and

III Title stamping is reviewed and approved in advance. It will follow the same format/style of the originals. Tooling is performed with 23-karat gold



The Heritage Recorder Binder

A post binding secures this volume, but the binding can also be sewn bound to meet client specifications. This binder cover is available in various colors in genuine leather, imitation leather, or canvas.

proof 316 stainless steel, which does not emit harmful

Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid-free. Kofile manufacturers binders solely utilizing lab-tested archival materials. All adhesives are acid-free and reversible. These adhesives are based on internally plasticized copolymers of vinyl acetate with ethylene, deputy male ate, or other suitable monomers, with a vinyl acetate monomer content of no more than 1%, and a minimum 6 pH. The metal mechanism and book block apron are constructed of stable corrosion-

Tenacity TMC Binders

The Tenacity TMC Binder is a post Binder. This binder has hard back covered type with piano hinge. The cover material is the customer's choice. The TMC binder is equipped with three post metals, constructed with .035 gauge highly polished, nickel plated cold rolled steel.

gaseous pollutants like cold roll steel.

Final Quality Check

Each volume is checked by a technician before return. Using the work order log (which accompanies the
volume throughout
the process), this final
qualify check verifies
page order, gold
stamping, ensures
that all repairs are
complete, the Mylar
envelopes are accompanies the envelopes are sealed, and the Treatment Report is accurate.



PEELER MOBILE BOOK PRESERVATION P.O.BOX 278 BONHAM, TEXAS 75418

QUOTE WASCO CO.

(ARCHIVAL BOOK PRESERVATION)

(ARCHIVAL ENCAPSULATION WITH INDESTRUCTO BINDERS)
(DEACIDIFICATION WITH BOOKEEPERS TREATMENT)
DEACIDIFICATION FOR BOTH SIDES OF PAGE 1/2
Of NUMBERED PAGES LISTED.

| ok B 687 Numbered Pages d and Encapsulated . |
|-------------------------------------------------|
| \$ 2,150.00 |
| 654 Numbered Pages |
| \$ 1,895.00 |
| 584 Numbered Pages |
| \$ 1,895.00 |
| |

INCLUDES RETURN SHIPPING

TOTAL......\$ 5,940.00

Agenda Item Public Works

- Weed Contracts
 - o Mt. Hood National Forest
 - o Confederated Tribes of Warm Springs
- Wasco County Roads No documents have been
 submitted for this item RETURN TO AGENDA



| FS Agreement No. | 16-PA-11060600-014 |
|--------------------------|--------------------|
| Cooperator Agreement No. | |
| Cooperator Agreement No. | |

PARTICIPATING AGREEMENT Between WASCO COUNTY PUBLIC WORKS DEPARTMENT And The UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE MT. HOOD NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between Wasco County Public Works Department, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 USC.565a1 – a3, as amended and Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

<u>Background</u>: The goal of this project is to slow the spread of noxious weed species, reduce existing populations, and prevent introduction of additional exotic plants throughout Wasco County and Mt. Hood National Forest. The objective is to coordinate weed control efforts across many jurisdictional boundaries to more effectively minimize the negative impacts of noxious weeds on watershed functions, wildlife habitat, human and animal health, and recreational activities.

This project is a comprehensive program for noxious weeds located on all lands within Wasco County that lie within and immediately adjacent to the Mt. Hood National Forest. The project includes survey, noxious weed identification and control, coordination and communication between local and Federal jurisdictions, and citizen education. The primary focus for Wasco County will be inventory, treatment, and monitoring. Treatment may occur within other counties on Mt. Hood National Forest lands as funding dictates.

Strategies for noxious weed management will follow guidance described in the Forest Service Pacific Northwest Region Record of Decision (ROD) for Preventing and Managing Invasive Plants (October 2005). The project will comply with standards and guidelines set forth in the Site -Specific Invasive Plant Treatments for Mt. Hood National Forest and Columbia River Gorge National Scenic Area in Oregon (March 2008) EIS and ROD.

Inventory, mapping, and monitoring data will be used to prioritize treatment areas and formulate recommendations regarding the efficacy and feasibility of various control measures within treatment areas. All sites will be mapped and recorded in NRIS. Treatment data will be entered



into FACTS. Treatment methods may include biological control, mechanical, and herbicide application.

<u>Title</u>: Mt. Hood National Forest Wasco County Noxious Weed Control

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to manage noxious weeds, in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Noxious weeds pose a serious threat to both the economic and ecosystem health of the State of Oregon. Negative impacts include: impeding forest regeneration, degrading fish habitat, choking waterways, and replacing native species and beneficial plants with non-palatable or poisonous species. By removing, controlling, and preventing noxious weed infestations, this project improves general watershed and forest health while preserving economic and recreational uses of the forest, as well as protecting aesthetic beauty.

The Mt. Hood National Forest and Wasco County both seek to properly manage these resources for the benefit of our citizens. Both organizations are obligated to do so by way of numerous policies, directives, and an executive order providing direction and guidance for appropriate management of invasive species. The Mt. Hood National Forest and Wasco County also participate as members of a state sanctioned organization called "Columbia Gorge Cooperative Weed Management Area (CWMA)", with a mission to coordinate weed control efforts across all jurisdictional ownerships within the boundaries of the CWMA. Wasco county also has an active weed board made up of local landowners and interested citizens, and a representative of the Mt. Hood NF is a member.

In consideration of the above premises, the parties agree as follows:

III. Cooperator SHALL:

- A. <u>LEGAL AUTHORITY</u>. Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Control and eradicate invasive plants in a manner consistent with Forest Service policy and applicable environmental rules and documents. Design criteria and standards and guides will be followed as outlined in EIS documents listed under "Purpose".



- C. Pesticide treatment will be conducted by professional pesticide applicators licensed by the state of Oregon. Prior to herbicide application post approved signs at treatment sites.
- D. Submit timely and complete herbicide monitoring forms to the U.S. Forest Service at the end of each month of treatments and submit final reports for the fiscal year before September 15th.
- E. Supply all equipment, herbicide, adjuvants, vehicles, spill kits, safety equipment, fuel and other supplies to conduct safe, high quality weed control.
- F. Monitor known invasive plant infestations and be vigilant in watching for new invaders. Work cooperatively with local weed boards, other county agents, landowners, CWMA's and Forest Service to control invasive plants across jurisdictional boundaries. Meet with local U.S. Forest Service officials as requested to properly implement this program. Raise public awareness of invasive plants and their impacts by supporting educational efforts.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$146,820.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Cooperator's quarterly invoice. Each invoice from cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and cooperator's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

- 1. Cooperator's name, address, and telephone number
- 2. U.S. Forest Service agreement number
- 3. Invoice date
- 4. Performance dates of the work completed (start & end)
- 5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.
- 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 7. Cumulative amount of U.S. Forest Service payments to date.
- 8. Statement that the invoice is a request for payment by "reimbursement"
- 9. If using SF-270, a signature is required.



10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service

Albuquerque Service Center Payments – Grants & Agreements

101B Sun Ave NE

Albuquerque, NM 87109

Send a copy to: Chad Atwood

16400 Champion Way Sandy, OR 97055 catwood@fs.fed.us

- B. Provide funding based upon Title II projects approved by the Hood/Willamette Resource Advisory Committee and other available funds.
- C. Maintain a noxious weed inventory database (NRIS), a treatment database (FACTS) and GIS map layer. Inventory/treatment maps and herbicide monitoring forms will be provided to the cooperator annually.
- D. Facilitate pre-season annual meetings to discuss updates, treatment priorities, standards and guides, design criteria, and safety issues. Provide maps, shape files, locations of new or know priority sites for treatment.
- E. Administer the terms of this agreement and monitor accordingly. Coordinate treatment work with other activities scheduled on U.S. Forest Service lands to minimize herbicide exposure to employees and public. Monitor treatment sites for efficacy and non-target impacts. Participate on local weed boards and CWMA's. Be aware of new invaders adjacent to U.S. Forest Service land that could be a threat.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. <u>PRINCIPAL CONTACTS</u>. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

| Cooperator Project Contact | Cooperator Financial Contact | | |
|-------------------------------|------------------------------|--|--|
| Arthur Smith | Patty Latham | | |
| 2705 East Second St. | 2705 East Second St. | | |
| The Dalles, OR 97058 | The Dalles, OR 97058 | | |
| Telephone: 541-506-2645 | Telephone: 541-506-2640 | | |
| FAX: 541-506-2641 | FAX: 541-506-2641 | | |
| Email: arthurs@co.wasco.or.us | Email: pattyl@co.wasco.or.us | | |

Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager | U.S. Forest Service Administrative | | |
|-------------------------------------|------------------------------------|--|--|
| Contact | Contact | | |
| Chad Atwood | Anne Doolin | | |
| 16400 Champion Way | 10600 NE 51st Circle | | |
| Sandy, OR 97055 | Vancouver, WA 98682 | | |
| Telephone: 503-668-1668 | Telephone: 360-891-5168 | | |
| FAX: 503-668-1423 | Email: adoolin@fs.fed.us | | |
| Email: catwood@fs.fed.us | | | |

B. <u>NOTICES</u>. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Cooperator, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. <u>ENDORSEMENT</u>. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- E. <u>USE OF U.S. FOREST SERVICE INSIGNIA</u>. In order for Cooperator to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S.



Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. Cooperator agree(s) that any of Cooperator's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Cooperator hereby willingly agree(s) to assume these responsibilities.

Further, Cooperator shall provide any necessary training to Cooperator's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. <u>MEMBERS OF CONGRESS</u>. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal



opportunity provider, employer, and lender.

I. <u>ELIGIBLE WORKERS</u>. Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation



Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. <u>LIMITATION OF FUNDS</u>. U.S. Forest Service funds in the amount of \$ 146,820.00 are currently available for performance of this agreement through December 31, 2017. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until Cooperator receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
- M. <u>OVERPAYMENT</u>. Any funds paid to Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Cooperator to the U.S. Forest Service:
 - Any interest or other investment income earned on advances of agreement funds; or
 - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

- 1. Making an administrative offset against other requests for reimbursement.
- 2. Withholding advance payments otherwise due to Cooperator.
- 3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

N. <u>AGREEMENT CLOSE-OUT</u>. Within 90 days after expiration or notice of termination Cooperator shall close out the agreement.

Any unobligated balance of cash advanced to Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Cooperator.



If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

O. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

P. <u>RETENTION AND ACCESS REQUIREMENTS FOR RECORDS</u>. Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

Q. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.



Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- S. <u>PUBLIC NOTICES</u>. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"The Mount Hood National Forest, of the U.S. Forest Service, U.S. Department of Agriculture"

Cooperator may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- T. <u>FUNDING EQUIPMENT</u>. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. <u>PROPERTY IMPROVEMENTS</u>. Improvements placed by Cooperator on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- V. <u>CONTRACT REQUIREMENTS</u>. Any contract under this agreement must be awarded following the Cooperator's established procurement procedures, to ensure



free and open competition, and avoid any conflict of interest (or appearance of conflict). Cooperator shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

W. GOVERNMENT-FURNISHED PROPERTY. Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

- 1. Unless otherwise provided for in the agreement, Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or Cooperator is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Cooperator's managerial personnel. Cooperator's managerial personnel, in this provision, means Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Cooperator's business; all or substantially all of Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
- 2. Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Cooperator shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
- 3. Cooperator shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
- 4. Upon the request of the Grants Management Specialist, Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- X. <u>U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS</u>, <u>AUDIOVISUALS AND ELECTRONIC MEDIA</u>. Cooperator shall acknowledge



U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR <u>AUDIOVISUAL MATERIAL</u>. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Z. <u>REMEDIES FOR COMPLIANCE RELATED ISSUES</u>. If Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by Cooperator or more severe enforcement action by the U.S. Forest Service;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current agreement for Cooperator's program;
 - 4. Withhold further awards for the program, or
 - 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- AA. <u>TERMINATION BY MUTUAL AGREEMENT</u>. This agreement may be terminated, in whole or part, as follows:



- 1. When the U.S. Forest Service and Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- 2. By 30 days written notification by Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, Cooperator shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Cooperator for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- BB. <u>ALTERNATE DISPUTE RESOLUTION PARTNERSHIP AGREEMENT</u>. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- CC. <u>DEBARMENT AND SUSPENSION</u>. Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- DD. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Prohibition Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
 - (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative



- of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
- (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
- (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- EE. <u>MODIFICATIONS</u>. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- FF. <u>COMMENCEMENT/EXPIRATION DATE</u>. This agreement is executed as of the date of the last signature and is effective through December 31, 2017 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



GG. <u>AUTHORIZED REPRESENTATIVES</u>. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

ROD RUNYON, Chairman
Wasco County Board of Commissioners

LISA A. NORTHROP, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

The authority and format of this agreement (16-PA-11060600-014) have been reviewed and approved for signature.

June 7, 2016

ANNE DOOLIN

une soo

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service OMB 0596-0217 FS-1500-17B

| Attachment: | | | |
|-------------|---------------------------|--------------------|-----------|
| | USFS Agreement No.: | 16-PA-11060600-014 | Mod. No.: |
| | Cooperator Agreement No.: | | • |

Note: This Financial Plan may be used when:

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

| | FOREST SERVICE CONTRIBUTIONS | | COOPERATOR (| | |
|---------------------|------------------------------|--------------------|--------------|---------|--------------|
| | (a) | (b) | (c) | (d) | |
| | | 0 1 | | | |
| | | Cash | | | |
| COST ELEMENTS | Noncash | to | Noncash | In-Kind | (e) |
| Direct Costs | | Cooperator | | | Total |
| Salaries/Labor | \$17,500.00 | \$75,650.00 | \$41,400.05 | \$0.00 | \$134,550.05 |
| Travel | \$920.00 | \$0.00 | \$0.00 | \$0.00 | \$920.00 |
| Equipment | \$0.00 | \$62,250.00 | \$20,000.00 | \$0.00 | \$82,250.00 |
| Supplies/Materials | \$200.00 | \$8,920.00 | \$6,500.00 | \$0.00 | \$15,620.00 |
| Printing | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | | | | | \$0.00 |
| Subtotal | \$18,620.00 | \$146,820.00 | \$67,900.05 | \$0.00 | \$233,340.05 |
| Coop Indirect Costs | | \$0.00 | \$4,413.50 | | \$4,413.50 |
| FS Overhead Costs | \$1,489.60 | | | | \$1,489.60 |
| Total | \$20,109.60 | \$146,820.00 | \$72,313.55 | \$0.00 | |
| | Tot | tal Project Value: | | | \$239,243.15 |

| Matching Costs Determination | | | | |
|------------------------------|---------|--|--|--|
| Total Forest Service Share = | (f) | | | |
| $(a+b) \div (e) = (f)$ | 69.77% | | | |
| Total Cooperator Share | (g) | | | |
| $(c+d) \div (e) = (g)$ | 30.23% | | | |
| Total $(f+g) = (h)$ | (h) | | | |
| | 100.00% | | | |

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor | | | |
|--------------------------------|----------|------------|-------------|
| Standard Calculation | | | |
| Job Description | Cost/Day | # of Days | Total |
| GS-11 | \$340.0 | 0 40.00 | \$13,600.00 |
| GS-12 | \$390.0 | 10.00 | \$3,900.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Non-Standard Calculation | | | |
| | | | |
| | | | |
| Total Salaries/Labor | | | \$17,500.00 |
| | | | |
| | | | |
| Travel | | | |
| Standard Calculation | | | |
| Travel Expense Emplo | | # of Trips | Total |
| Fleet | \$46.0 | 20.00 | \$920.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Non-Standard Calculation | | | |
| | | | |
| | | | |
| Total Travel | | | \$920.00 |
| | | | |
| | | | |
| | | | |
| Equipment Standard Calculation | | | |

Cost/Day

of Days

Total

\$0.00 \$0.00 \$0.00 \$0.00

of Units

Piece of Equipment

Non-Standard Calculation

| Total Equipment | | | | | | \$0.00 |
|-------------------------------------|---------------|-------------|-------------------|----------------|----------|------------|
| | | | | | | |
| Supplies/Materia | ıle | 1 | | | | |
| Standard Calculation | li 5 | | | | | |
| Supplies/Materials | | # of Items | Cost/Item | | Total | |
| Misc. supplies, flagging, signs | e etc | 10.0 | | 0 | Total | \$200.00 |
| wise. supplies, hagging, sign. | 3 010. | 10.0 | ,ο ψ <u>2</u> 0.ο | O | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| Non-Standard Calculation | | | | | | ψ0.00 |
| itori Giariaara Gardaranori | | | | | | |
| | | | | | | |
| Total Supplies/Materials | | | | | | \$200.00 |
| | • | | | | | |
| | | _ | | | | |
| Printing | | | | | | |
| Standard Calculation | | | | | | |
| Paper Material | | # of Units | Cost/Unit | | Total | |
| | | | | | | \$0.00 |
| Non-Standard Calculation | | | | | | |
| | T | | | | | 4 |
| Total Printing | | | | | | \$0.00 |
| | | | | | | |
| Oth an Francisco | _ | 1 | | | | |
| Other Expenses Standard Calculation | 5 | | | | | |
| Item | I | # of Units | Cost/Unit | | Total | |
| item | | # Of Offics | COSI/OTIII | | Total | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| Non-Standard Calculation | | | | | | ψ0.00 |
| Tron otaniana oanoanation | | | | | | |
| | | | | | | |
| Total Other | | | | | | \$0.00 |
| | • | | | | <u> </u> | |
| Culptotal D | ina at Ca | 1- | | #40 COO | | |
| Subtotal D | irect Co | osts | | \$18,620 | 0.00 | |
| | | | | | | |
| | | - | | | | |
| Forest Service Overhea | ad Costs | | | | | |
| | | | | | | |
| Current Overhead Rate | Subtotal Dire | | | | Total | |
| 8.00% | 1 | \$18,620.0 | 00 | | | \$1,489.60 |
| Total FS Overhead Costs |] | | | | | \$1,489.60 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL CO | ST | | \$20 | 109.60 | | |
| IOIAL OC | 101AL 0001 | | | | | |

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labo | r |] | | | |
|-------------------------------|------------|-----------|------------|---|-------------|
| Standard Calculation | | | | | |
| Job Description | | Cost/Day | # of Days | Т | otal |
| Certified Pesticide Applicato | r | \$445.00 | 170.00 | | \$75,650.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| Non-Standard Calculation | | | | | |
| | | | | | |
| Total Salaries/Labor | | | | | \$75,650.00 |
| | - | | | | |
| Travel | |] | | | |
| Standard Calculation | | • | | | |
| Travel Expense | Employees | Cost/Trip | # of Trips | Т | otal |
| | | | • | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| Non-Standard Calculation | | | | | |
| | | | | | |
| Total Travel | | | | | \$0.00 |
| | | | | | |
| Equipment | |] | | | |
| Standard Calculation | | | | | |
| Piece of Equipment | # of Units | Cost/Day | # of Days | | otal |
| Truck w/spray equipment | 1.00 | \$415.00 | 150.00 | | \$62,250.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |

\$0.00 \$0.00

| Non-Standard Calculation | | | |
|-------------------------------------|-------------|------------|-------------|
| Total Equipment | | | ¢62.250.00 |
| Total Equipment | | | \$62,250.00 |
| Supplies/Materials | | | |
| Standard Calculation | | | |
| Supplies/Materials | # of Items | Cost/Item | Total |
| • | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| _ | | | \$0.00 |
| Non-Standard Calculation | | | |
| Herbicide & Adjuvant | | | \$7,920.00 |
| Treatment signs | | | \$1,000.00 |
| Total Supplies/Materials | | | \$8,920.00 |
| | | | |
| | | | |
| Printing | | | |
| Standard Calculation | | | |
| Paper Material | # of Units | Cost/Unit | Total |
| | | | \$0.00 |
| Non-Standard Calculation | | | |
| | | | \$0.00 |
| Total Printing | | | \$0.00 |
| | | | |
| Other Francisco | | | |
| Other Expenses Standard Calculation | | | |
| | # of Linite | Coot/Unit | ITatal |
| Item | # of Units | Cost/Unit | Total |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Non Ctondard Coloulation | | | \$0.00 |
| Non-Standard Calculation | | | |
| | | | |
| Total Other | | | \$0.00 |
| Total Other | | | \$0.00 |
| | _ | . . | |
| Subtotal Direct (| Costs | \$14 | 46,820.00 |
| | | | , |
| | | | |
| Cooperator Indirect Costs | | | |
| • | | | |
| Current Overhead Rate Subtotal D | irect Costs | | Total |
| \$1 | 46,820.00 | | \$0.00 |
| Total Coop. Indirect Costs | | | \$0.00 |
| | | | |
| | | | |
| | | | |
| TOTAL COST | | \$146,82 | 20.00 |
| TOTAL COST | | ΨΙ ΤΟ,ΟΔ | |

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| r | | | , | | | |
|-------------------------------|------------|-----------|------------|---|-------|-------------|
| Salaries/Labo | r | | | | | |
| Standard Calculation | | | | | | |
| Job Description | | Cost/Day | # of Days | | Total | |
| Certified Pesticide Applicato | r | \$445.00 | 80.00 | | | \$35,600.00 |
| Salary for inventory, | | | | | | |
| monitoring, data recording | | \$386.67 | 15.00 | | | \$5,800.05 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| Non-Standard Calculation | | | | | | |
| | | | | | | |
| Total Salaries/Labor | | | | | | \$41,400.05 |
| | - | | | | | |
| Travel | | | | | | |
| Standard Calculation | | | | | | |
| Travel Expense | Employees | Cost/Trip | # of Trips | | Total | |
| | | | | • | • | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| Non-Standard Calculation | | | | | | |
| | | | | | | |
| Total Travel | | | | | | \$0.00 |
| | | | | | | |
| Equipment | | 1 | | | | |
| Standard Calculation | | | | | | |
| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total | |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| | | | | | | \$0.00 |
| Non-Standard Calculation | | | | | | |

\$400.00

50.00

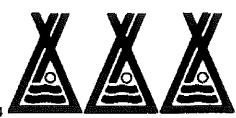
\$20,000.00

| Total Equipment | | | | \$20,000.00 |
|----------------------------|-----------------------|-----------|-------------|----------------------------------------|
| | | | | |
| Supplies/Materials | S | | | |
| Standard Calculation | | | | |
| Supplies/Materials | # of Items | Cost/Item | Total | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| Non-Standard Calculation | | | | |
| PPE | | | | \$800.00 |
| Hazmat Spill Kits | | | | \$700.00 |
| Herbicide & Adjuvants | | | | \$5,000.00 |
| Total Supplies/Materials | | | | \$6,500.00 |
| | | | | |
| | | | | |
| Printing | | | | |
| Standard Calculation | [n en n | 10 .m 1 | | |
| Paper Material | # of Units | Cost/Unit | Total | ** |
| N 01 1 10 1 11 | | | | \$0.00 |
| Non-Standard Calculation | | | | Φ0.00 |
| | | | <u> </u> | \$0.00 |
| Total Printing | | | | \$0.00 |
| | | | | |
| 0.11 | | | | |
| Other Expenses | | | | |
| Standard Calculation | # of 1 loito | Coot/Unit | Total | |
| Item | # of Units | Cost/Unit | Total | <u> </u> |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| Non Ctondard Coloulation | | | | \$0.00 |
| Non-Standard Calculation | | | | |
| | | | | |
| Total Other | | | | \$0.00 |
| Total Other | | | | \$0.00 |
| | | | | |
| Subtotal Di | rect Costs | | \$67,900.05 | |
| | | | ψο: ,σοσ:σο | |
| | | | | |
| Cooperator Indirect C | Costs | | | |
| Ocoperator munect C | | | | |
| Current Overhead Rate S | Subtotal Direct Costs | | Total | |
| 6.50% | \$67,900.05 | <u> </u> | Γισιαι | \$4,413.50 |
| | Ψοι, σου.σο | | | $\psi \rightarrow , \rightarrow 10.00$ |
| Total Coop. Indirect Costs | | | | \$4,413.50 |

TOTAL COST

\$72,313.55

THE CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF OREGON



P.O. Box 1169, Warm Springs, OR 97761 (541)553-3254

| \mathbf{CON} | TDA | CT | - A 4 | $\mathbf{C}\mathbf{D}$ | L L | TN. | IEN] | Γ |
|----------------|-----|----|-------|------------------------|-------|-------|------|-----|
| - | | | | | ם כים | '. I¥ | | a . |

| CONTR | A | CT | # |
|-------|---|----|---|
|-------|---|----|---|

The Confederated Tribes of the Warm Springs Reservation of Oregon (the TRIBES) and Wasco County Weed & Dept. (CONTRACTOR) agree as follows:

1. Term of Contract.

The Term of this contract shall be from April 1, 2016 to December 31, 2017

2. Performance of Services.

During the term of this contract, the CONTRACTOR shall provide the service described in Appendix "A" attached hereto and incorporated by reference. Throughout the term of this contract and in the course of performing the services, the CONTRACTOR is and shall be an independent contractor, free from control and/or direction over the performance of such services by the TRIBES. Further, the CONTRACTOR shall in no sense be considered an employee or agency of the TRIBES, nor shall CONTRACTOR, its servants, agents, employees or subcontractors be entitled to, or eligible to participate in any benefit(s), privilege(s), or plan(s) given or extended by the TRIBES to its employees.

3. Project Coordinator.

The TRIBES will name a Project Coordinator in Appendix "A" who will serve as the TRIBES' contract administrator for this contract. During the term of this contract, the Project Coordinator will have the following responsibilities and/or authorities:

- (A) Approval of the CONTRACTOR'S invoice(s) for payment;
- (B) Monitor the CONTRACTOR'S compliance with the terms of the contract;
- (C) Notify the TRIBES immediately of any breach of contract on the part of the CONTRACTOR and/or the TRIBES;
- (D) Approval of minor contract modifications and changes which do not affect the contract price or substantially alter the scope of services.

4. Payment.

The TRIBES agrees to pay the CONTRACTOR for service(s) rendered in accordance with the terms and conditions specified in Appendix "A" attached to this instrument. This contract carries no additional cost or expenses reimbursement and payment(s) are based solely upon the rate(s) noted in Appendix "A".

5. Benefits and Taxes.

- (A) The CONTRACTOR is not eligible for any Federal Social Security, State Worker's Compensation, or Unemployment Insurance benefits from the TRIBES by virtue of payment(s) received from the TRIBES except as a self-employed individual.
- (B) The CONTRACTOR is engaged as an independent contractor and will be responsible for all Federal and State taxes related to payment(s) received from the TRIBES, if any, and all Employer taxes, charges and/or obligations on behalf of servants, agents or employees of the CONTRACTOR.

6. Reporting Requirements

The CONTRACTOR shall furnish reports to the TRIBES at the intervals designated in Appendix "A".

7. Contractor's Representation.

The intent of this contract is to secure for the TRIBES, the service(s) specified in Appendix "A" and to preclude the CONTRACTOR from engaging in similar service(s) during the term of this contract which would be adverse to the interest(s) of the Tribe. The CONTRACTOR therefore represents that he/she has no outstanding obligations to other organizations, and will not enter into any other obligations or agreements during the term of this contract, which, in the sole opinion of the TRIBES, would conflict with the interests of the TRIBES.

8. Privacy Act

The CONTRACTOR agrees to comply with the Privacy Act of 1974 as well as the rules and regulations issued pursuant to the Act in design, development, or operation of any system of records on individuals in order to accomplish a function when the agreement specifically identifies the system(s) of records and the work to be performed by the CONTRACTOR in terms of any one or a combination of the following:

9. Modification Options.

This contract may be modified by concurrence of both parties; and all such modifications must be documented. This instrument, including any attached appendix(s) and/or modification(s) contains the entire and only agreement made between the TRIBES and the CONTRACTOR.

10. Termination.

(A) The TRIBES shall have the right and the power to terminate the whole or any part of this contract upon the occurrence of any of the following:

- (1) Failure of the CONTRACTOR to perform the services listed in Appendix "A" within the specified time period; and/or failure to correct such nonperformance within ten (10) calendar days of notification of "failure to perform".
- (2) Failure of the CONTRACTOR to perform any of the other provisions of this contract, or failure to progress so as to endanger performance of the contract.
- (3) Unauthorized disclosure of information.
- (4) Failure of the CONTRACTOR to maintain insurance as required in Appendix "C".
- (5) Without cause, upon thirty (30) calendar days written notice.
- (B) The CONTRACTOR shall have the right and power to terminate the whole or any part of this contract upon the occurrence of any of the following:
 - (1) Failure of the TRIBES to make payment for the CONTRACTOR'S services in accordance with the provisions specified in Appendix "A" under payment terms.
 - (2) Without cause, upon thirty (30) calendar days written notice.
- (C) The rights and remedies of the TRIBES provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law and under the terms of the contract.

11. Liquidated Damages

Liquidated damages for delay shall be assessed against the CONTRACTOR for failure to perform all of the services listed in Appendix "A", page 1, within the specified time period if the delay is caused by the CONTRACTOR, CONTRACTOR'S employees and agents, or any person or entity for whose acts the CONTRACTOR may be responsible. Liquidated damages will be charged at the rate of \$______ per day for every day the CONTRACTOR exceeds the specified date for the completion of the contract.

| CONTRD A CTORIO | A -11 . 1 | |
|-----------------|----------------|--|
| CONTRACTOR'S | Acknowledgment | |

12. Disposition of Materials.

The CONTRACTOR will ensure that all information and materials provided by the TRIBES or developed and/or generated in the performance of the service(s) specified in this contract will be kept confidential at all times. CONTRACTOR shall not disclose any such information and materials to any unauthorized person. At termination of this contract for any reason, the CONTRACTOR shall prepare and ship f.o.b. destination or hand deliver to the TRIBES, all of the materials received from the TRIBES, as well as all residual materials produced in connection with the performance of the service(s) of this contract, unless otherwise directed by the Project Coordinator. All materials produced, or required to be delivered under this contract, become and remain the property of the TRIBES. (This does not include the normal records necessary to be maintained by the CONTRACTOR).

13. Compliance with Law.

CONTRACTOR, its subcontractors, servants, agents and employees shall comply with all applicable laws, rules and regulations in the performance of the contract.

14. Records Retention.

The CONTRACTOR agrees to provide access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions to the Federal Grantor Agency, the Comptroller General of the United States and of their duly authorized representatives and the TRIBES for a period of not less than three (3) years from the termination and/or completion of this contract.

15. <u>Attorney Fees</u>.

If suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees in said suit or action or appeal therefrom.

16. Notices.

Any notice required or permitted under this contract shall be given when actually delivered or when deposited in the United States mail as certified mail addressed to the parties as indicated below their signatures, or to any such other address as may be specified from time to time by either of the parties to the other in writing.

17. Indemnity Agreement.

CONTRACTOR shall indemnify and defend The TRIBES from any claim, loss, or liability arising out of or related to any activity of the CONTRACTOR pursuant to this contract.

| 18. <u>Documents</u> . | |
|-----------------------------------------------------------------------|----------------------------------------------------------------------|
| Attached hereto and made a part of this c (Appendix "A, "B" and "C"). | contract are the following documents: |
| IN WITNESS whereof, the said parties have her | eunto set their hands the day and year as follows. |
| Dated this <u>1</u> day of <u>April</u> , 20 | <u>16</u> . |
| TRIBES: | |
| THE CONFEDERATED TRIBES | |
| OF THE WARM SPRINGS | GOVERN A GROOM |
| RESERVATION OF OREGON | CONTRACTOR: |
| By: fason Smills | Ву: |
| Title: Manage + 176 Manage | Title: |
| 111 | |
| By: | |
| Title: 6 m/s/1/2 | Social Security number or Employer Identification number (for 1099). |

Address:

Appendix "A"

| Project: Noxious Weed Control & Monitoring |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term of Contract: From: April 1, 2015 To: December 30, 2017 |
| Project Coordinator: Jason Smith |
| Payment Terms: |
| (1) The basic CONTRACTOR'S fee to be paid by the TRIBES will be |
| Lump Sum |
| \$ <u>50,000.00</u> per <u>N/A</u> . |
| (2) Any indirect costs associated with the CONTRACTOR'S performance of the service(s) are included in the basic CONTRACTOR'S fee specified in part (1) above. |
| (3) Additional financial reimbursement shall be made as follows(list, or insert none). |
| none |
| The total amount of the money expended for all fees and expenses contained in this paragraph during the term of the contract shall not exceed \$ _50,000.00 . The TRIBES shall have no obligation or responsibility to the CONTRACTOR for fees and expenses incurred by the CONTRACTOR in excess of this amount. (4) The TRIBES will make payment(s) to the CONTRACTOR for services rendered which have been approved by the Project Coordinator. Such approved payments will be made within thirty (30) calendar days of receipt of the CONTRACTOR'S approved invoice(s). Services to be provided: (List services to be performed). |
| To survey, treat and monitor noxious weeds under the direction to the Range & Ag Department |
| Services will be charge out at the following rates: |
| Labor/Employee Merle Keys- \$60.00 per hour Wes Anderson- \$34.00 per hour |
| • |

Appendix "A"

| Reporting Schedule: | (Date, Time, etc.; or insert none) | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--|
| | the field season for BIA reporting as requested by the Range and Agractor is invoicing, we will need to receive a report for work | |
| | | |
| Indemnity Requirements: | (Bonds, Liability insurance, etc.; or insert none) | |
| | | |
| Other Considerations: | (List if any, or insert none) | |
| NONE | | |

Appendix "B"

Rules and Regulations Governing Performance: (List if any or insert none)

Follow all Vegatation Management Standards and Best management Practices as outline in the Noxious Weed Management Project Assessment 2014. There will be no herbicide treatments within 200 foot of water.

Appendix "C"

INSURANCE CONVERAGE REQUIREMENTS FOR <u>FORESTRY CONTRACTS</u> UTILIZING EQUIPMENT.

Unless otherwise provided herein, the CONTRACTOR shall have a direct liability for the acts of his employees and agents for which he is legally responsible.

Prior to starting work the CONTRACTOR shall provide a certificate of insurance with a 30 day notice of cancellation provision which shall name the Confederated Tribes of Warm Springs as additionally insured. Certificate shall be mailed to:

The Confederated Tribes of Warm Springs PO Box 1169 Warm Springs, Oregon 97761 Attn: Contract Coordinator

Liability Insurance Requirement:

| General Aggregate | at least \$2,000,000.00 |
|------------------------------------|-------------------------|
| Products & Completed Operations | at least \$1,000,000.00 |
| Personal & Advertising Injury | at least \$1,000,000.00 |
| Each Occurrence | at least \$1,000,000.00 |
| Loggers Broad Form Property Damage | at least \$1,000,000.00 |
| Fire Damage | at least \$50,000.00 |
| Medical Payments | at least \$5,000.00 |

Automobile Liability Insurance

| Owned, Non-Owned, Hired Automobiles | at least \$500,000.00 Combined Single Limit |
|-------------------------------------------------|------------------------------------------------------------------------------------------|
| Worker's Compensation & Employer's Liability | \$500,000.00 Each Accident \$500,000.00 Disease \$500,000.00 Disease Each Employee |

Additional Conditions

1. The CONTRACTOR'S insurance shall be considered primary and the Tribal Insurance shall be considered excess.

Appendix "C"

INSURANCE REQUIREMENTS FOR CONTRACTS <u>OTHER THAN</u> FORESTRY CONTRACTS UTILIZING EQUIPMENT AND PROFESSIONAL SERVICE CONTRACTS.

Unless otherwise provided herein, the CONTRACTOR shall have a direct liability for the acts of his employees and agents for which he is legally responsible.

Prior to starting work the CONTRACTOR shall provide a certificate of insurance with a 30 day notice of cancellation provision which shall name the Confederated Tribes of Warm Springs as additionally insured. Certificate shall be mailed to:

The Confederated Tribes of Warm Springs PO Box 1169 Warm Springs, Oregon 97761 Attn: Contract Coordinator

Liability Insurance Requirement:

| General Aggregate | at least \$600,000.00 |
|---------------------------------|-----------------------|
| Products & Completed Operations | at least \$600,000.00 |
| Personal & Advertising Injury | at least \$300,000.00 |
| Each Occurrence | at least \$300,000.00 |

Automobile Liability Insurance

Or a combined single limit of

| Owned, Hired Non-Owned (If Have Employees) | Bodily Injury | at least \$50,000.00 Per Person at least \$100,000.00 Per Occurrence |
|-----------------------------------------------|-----------------|-------------------------------------------------------------------------|
| | Property Damage | at least \$25,000.00 |

Worker's Compensation & Employees Liability \$500,000.00 Each Accident \$500,000.00 Each Disease \$500,000.00 Disease Each Employee

at least \$100,000.00

Additional Conditions

- 1. The CONTRACTOR'S insurance shall be considered primary and the Tribal Insurance shall be considered excess.
- 2. Designated limits for specified project endorsement CG2503 shall be endorsed on the CONTRACTOR'S policy.

Appendix "C"

INSURANCE COVERAGE REQUIREMENTS FOR PROFESSIONAL SERVICE CONTRACT.

Unless otherwise provided herein the CONTRACTOR shall have a direct liability for the acts of his employees and agents for which he is legally responsible.

Prior to starting work, the CONTRACTOR shall provide a certificate of insurance with a 30 day notice of cancellation provision which shall name the Confederated Tribes of Warm Springs as additionally insured. The certificate shall be mailed to:

The Confederated Tribes of Warm Springs PO Box 1169 Warm Springs, OR 97761 Attn: Contract Coordinator

Liability Insurance Requirement:

| General Aggregate | at least \$200,000.00 |
|---------------------------------|-----------------------|
| Products & Completed Operations | at least \$200,000.00 |
| Personal & Advertising Injury | at least \$100,000.00 |
| Each Occurrence | at least \$100,000.00 |
| Professional Liability | at least \$100,000.00 |
| Fire Damage | at least \$50,000.00 |
| Medical Payments | at least \$5,000.00 |

Automobile Liability Insurance:

| Owned, Non-Owned, Hired Automobiles | at least \$ 100,000 Combined Single Limit |
|-------------------------------------|----------------------------------------------|
| | |

| Worker's Compensation & Employees Liability | \$500,000 Each Accident |
|---------------------------------------------|-------------------------|
| | \$500,000 Disease |
| | φ500,000 1150050 |

\$500,000 Disease Ea. Employee

Additional Conditions:

1. The CONTRACTOR'S insurance shall be considered primary and the Tribal Insurance shall be considered excess.

WASCO COUNTY PUBLIC WORKS ROAD REPORT

June 15, 2016



Overview of the County Road System

- Responsible for almost 700 miles of road, which represents over 60% of the total transportation system for the entire county.
- Based on traffic counts, county roads carry approximately 115,000 average daily trips. This figure equates to around 75 million vehicle miles traveled per day on county roads.
- Roughly 300 miles of the county roads are paved and around 400 miles are gravel surfaced. There are also approximately 125 county bridges, over 1000 culverts, and many other road features other such as ditches, guardrails, signs and traffic paint.
- There are five (5) road maintenance districts throughout the county: The Dalles, Mosier, Dufur, Wamic and Antelope. Each road district has its own unique characteristics and challenges.

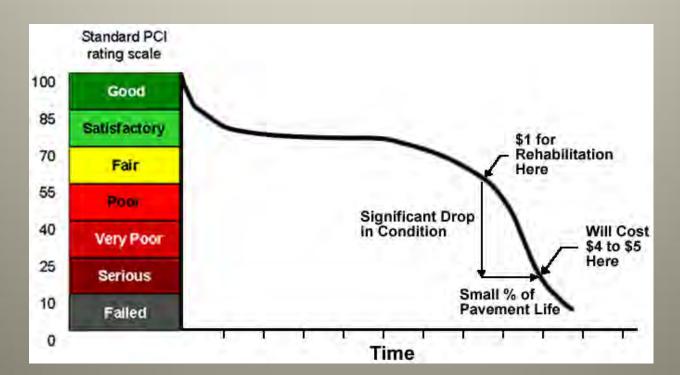
Our Paved Roads

- Wasco County's paved roads are inspected and rated each year as part of the pavement preservation program.
- The rating is based on a visual survey of the number and types of distresses in the pavement.
- The Pavement Condition Index or PCI is the numerical rating guide used to indicate the general condition of the pavement.
- The goal is to keep the paved roads between 85 and 70 on the index.



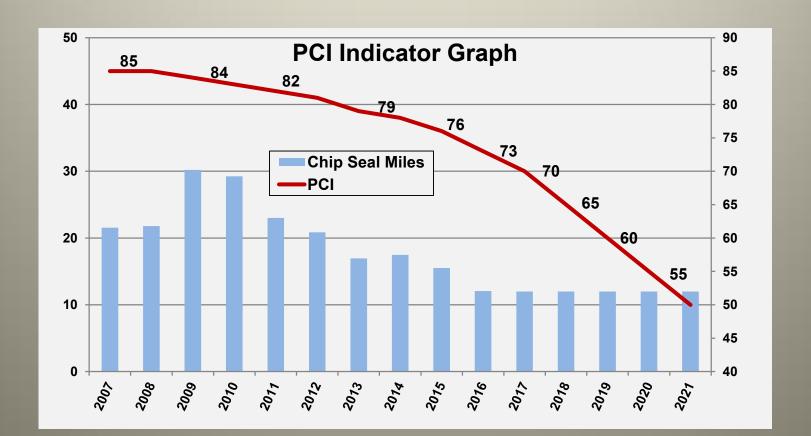
Our Paved Roads - continued

- Once the PCI falls near or below 70, the cost for repair increases drastically and preventative activities such as crack sealing, patching and chip sealing are no longer effective.
- Roads at this condition will usually require significant repairs and rehabilitation such as dig-outs, grinding or milling and then placement of an asphalt overlay.



Where are we at now?

- The current PCI for Wasco County's paved roads is 73. That rating has been steadily progressing down from a rating of 85 in 2007.
- The attached PCI indicator graph shows the downward trend of the paved county roads over the past few years.



Our Gravel Roads

- Wasco County's gravel roads are inspected and rated every other year as part of the gravel road maintenance program.
- The rating is based on a visual survey of the number and types of distresses in the gravel road surface.
- The Gravel-PASER rating is the numerical rating between 1 and 5 and is used to indicate the general condition of the gravel road.
- The goal is to keep the roads between a "Good" (4) and "Fair" (3) condition.

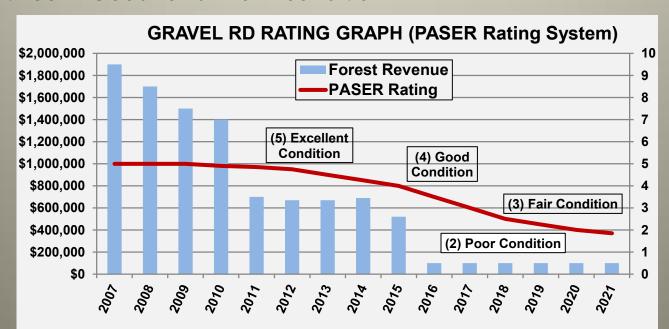


Our Gravel Roads - continued

- Once the rating falls near or below 3.0, the cost for repair increases drastically and general maintenance activities such as grading and spot placement of gravel are no longer effective.
- Gravel roads below this condition will usually require significant repairs and rehabilitation such as dig-outs, scarification, placing base rock and reconstruction of ditches.
- The typical cost per mile for routine gravel road maintenance is around \$1,325. The cost per mile for rehabilitation is more than 10 times that amount or around \$15,000 per mile.

Where are we at now?

- Prior to 2007, Wasco County's gravel roads were rated around 5.0 or in "Excellent" condition. Most roads were bladed up to four times each year and new rock was added frequently.
- Typically, most county gravel roads are now bladed just twice each year, once in the spring and once again in the fall, depending on the amount of rainfall we receive. New aggregate and culverts are added on a strict as-needed basis only.
- Currently, the county gravel roads are rated at around 3.3 or just between "Good" and "Fair" condition.



Our Personnel

- The experience and expertise of the county road crews has been an essential element in the continued preservation of the county road system.
- Doing close to the same level of work with fewer resources is only possible will very skilled, inventive and dedicated workers.
- Unfortunately, with that great level of experience comes eventual retirement and the department is facing that issue very soon. Based on anniversary dates, the county public works has eight (8) employees that will be eligible to retire over the next few years.
- It will be absolutely vital to have a succession plan implemented before almost 40% of the current road crew leaves service.



Our Fleet

- Currently, the average age of the department's motor graders is about 17 years of service.
- The dump trucks are about 22 years old and have over 250,000 odometer miles.
- The front-end loaders average around 27 years in age.
- Most reports on government capital assets suggest a life expectancy of 10-15 years for heavy equipment.
- This recommendation is based on the evidence of older equipment having less work capacity and effectiveness, costing more to maintain and service, and the steep reduction in value after reaching their expected lifespan.

So what is the Plan?

- Over the past two years, the public works department has received two unexpected payments from the Secure Rural Schools legislation:
 - 2015 \$691,371
 - 2016 \$610,873
- These payments, along with some lower markets prices and other savings have resulted in a much higher than anticipated Beginning Fund Balance for the public works department – over \$5.25 million.
- Additionally, many state groups are very optimistic that some type of transportation funding package will be approved during the 2017 legislative session.

So what is the Plan?

Re-invest in the Roads!

- Many areas in the road system are at a crucial tipping point, where a small increase in expenditures now will help protect against much larger and more costly expenses later.
- An increased investment in funding the county roads now would effectively act as a support bridge to help carry the road system over until revenue from a new state funding package is received.
- The public works department is drawing down its Beginning Fund
 Balance this fiscal year 2016-17 to increase spending in four areas:
 - Pavement preservation purchase more chip seal oil and rock
 - Gravel road maintenance purchase new aggregate
 - Personnel implement succession plan by hiring entry level positions
 - Road equipment (Fleet) begin to purchase new(er) road equipment

Pavement preservation:

- Increase the amount of chip materials to a level that would allow the department to treat a minimum of 30 miles of road this year.
- This investment would get the pavement preservation program back to a more effective schedule and help hold or even arrest the decline in the system PCI.
- This added investment would also be leveraging the favorable oil prices that are available right now, so even more miles will be treated than in a normal year.
- Financial impact: Emulsified Oil line item will be raised from \$145,000 to \$280,000. Allowing for a reasonable increase in oil prices (6%), we estimate that this amount would be sufficient to chip seal around 34.20 miles of road. This would be a \$135,000 increase from the previous fiscal year.

Gravel Road Maintenance:

- Purchase new aggregate in the amount of 10,000 cubic yards.
- This will allow the department to add much needed rock to most of the county gravel roads.
- The added material will be used to re-establish good road crown to provide better drainage and will also significantly help with overall maintenance by providing enough rock to allow for more efficient and corrective road grading.
- The overall gravel road system conditions will increase and the rating for these roads should also notably improve the PASER score.
- Financial impact: Contracted Services-Work line item will be raised from \$45,000 to \$175,000. The estimated cost to drill and blast the county pit to loosen material is \$25,000. The estimated cost to have 10,000 cubic yards of rock crushed by a contractor is \$10.50 per yard (\$105,000). This would be an increase of \$130,000 from the previous fiscal year.

Personnel:

- Add three (3) entry level Road Laborer positions.
- The public works has eight employees being eligible for retirement over the next few years. Implementing the succession plan of adding new entry level positions prior to the retirements would be advantageous in several ways:
 - Less costly to hire a road laborer than a road tech or road specialist position.
 - Entry level employees will be immersed into the department's culture of safety and the new county culture with no history or preconceptions to change.
 - New employees will be trained up and taught by the experienced employees
 prior to their retirement. Working side by side with the veteran road crew will
 allow them to quickly familiarize themselves with the county road system and its
 maintenance needs.
 - Entry level positions will be hired based on their personal qualities and their "fit" within the organization, with less emphasis on work experience or certifications.
- Financial impact: Personnel Services will be raised from \$1.413 million to about \$1.558 million. This amount will allow for the hiring of three (3) Road Laborer positions at step 1. This would be an increase of \$145,000 from the previous fiscal year.

Road Equipment:

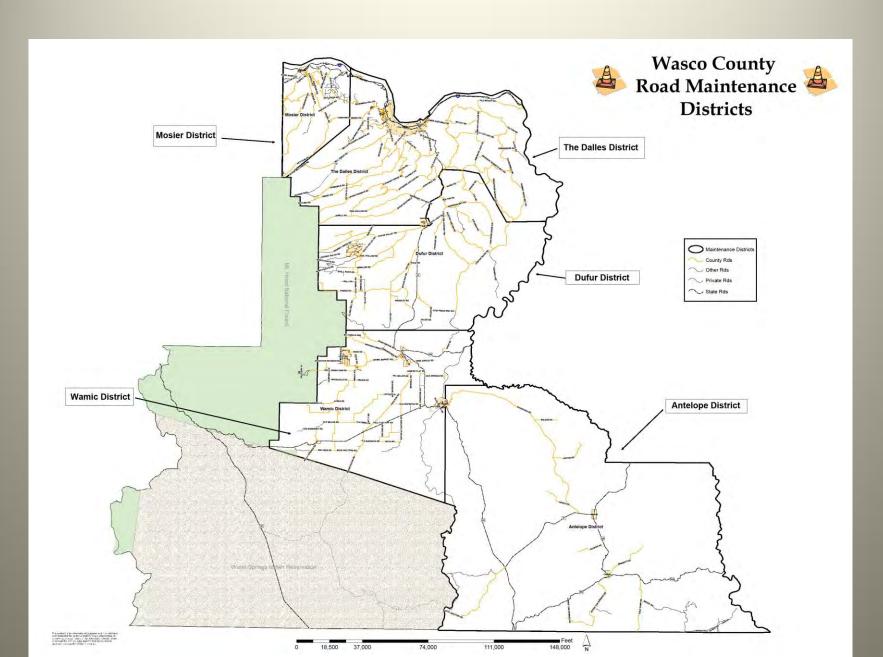
- Begin to replace the oldest and least efficient vehicles with new or newer equipment.
- An investment in equipment while expensive is crucial to the long-term maintenance of the road system:
 - Older, less dependable equipment is not as effective or productive.
 - Obtaining repair parts or supplies for older equipment is challenging and very expensive.
 - Cycling older equipment out of the fleet and replacing it with newer equipment will result in increased work capacity, improved efficiency, and savings in repair costs and lost time breakdowns.
- Financial impact: Capital Outlay Road Equipment will be raised from \$50,000 to \$200,000. This amount will allow for the purchase of one new 10 yard dump truck and two new pickups. The purchases will replace a 1981 dump truck with over 350,000 miles and two 1999 pickups with over 150,000 miles each. If the opportunity to purchase good used equipment was available, the department will investigate the potential to make that type of purchase. This recommendation would be an increase of \$150,000 from the previous fiscal year.

What's Next?

- The total amount of increased spending for this fiscal year would be approximately \$560,000.
- This investment in the road system now will help protect against much larger and more costly expenses later.
- This investment will also act as a support bridge to help carry the road system over until revenue from a new state funding package is received.
 - The OACES road funding committee is working with AOC, the state legislature, American Automobile Association (AAA), Oregon Truckers Association (OTA) and many other groups to get a statewide transportation funding bill passed in 2017.
 - They are very optimistic that some form of road funding will be approved.



Questions???



Agenda Item Train Derailment Incident Update

- No documents have been submitted for this item
 - RETURN TO AGENDA

Agenda Item Annual Insurance Report

- CIS Proposal
- SAIF Proposal

Property and/or Liability Proposal Summary



citycounty insurance services

Member Agent

Wasco County 511 Washington St. Room 101 The Dalles, OR 97058 Courtney Insurance Agency, Inc. PO Box 580 The Dalles, OR 97058

| Member Number | Effective Date | Termination Date | Proposal Date |
|---------------|----------------|------------------|---------------|
| 20032 | 7/1/2016 | 7/1/2017 | 5/19/2016 |

| Coverage | Description | Amount | Total Due |
|-----------------------------------------|------------------------------------------|---------------|------------------|
| General Liability (Retro Plan) | Contribution Limit: \$10,000,000 | \$113,979.79 | |
| | Aggregate/Retro Deductible Credit | (\$35,704.00) | |
| | Multi-Line Credit | (\$2,378.27) | |
| | Bonus Program Credits (1)* | (\$792.76) | |
| | High Risk Activity | \$1,000.00 | \$76,104.76 |
| Auto Liability | Contribution | \$27,834.26 | CHARLE |
| | Multi-Line Credit | (\$835.03) | \$26,999.23 |
| Auto Physical Damage | Contribution | Not Purchased | |
| | Multi-Line Credit | \$0.00 | \$0.00 |
| Property | Contribution | \$92,780.37 | |
| | Multi-Line Credit | (\$2,783.41) | |
| | Bonus Program Credits (1)* | (\$927.80) | \$89,069.15 |
| Optional Excess Liability | Contribution | Not Purchased | \$0.00 |
| Optional Excess Quake | Contribution | Not Purchased | \$0.00 |
| Optional Excess Flood | Contribution | Not Purchased | \$0.00 |
| Optional Excess Crime | Contribution | \$775.00 | \$775.00 |
| Optional Excess Cyber Liability | Contribution | Not Purchased | \$0.00 |
| Difference In Conditions | Contribution | Not Purchased | \$0.00 |
| Summary | Contribution | \$235,369.41 | |
| | Aggregate/Retro Deductible Credit | (\$35,704.00) | |
| | Multi-Line Credit | (\$5,996.71) | |
| | Bonus Program Credit | (\$1,720.56) | |
| | High Risk Activity | \$1,000.00 | |
| * Each Bonus Program Credit equals 1% o | f GL and PR Contribution, up to \$1,000. | | |
| | | | VC3-345-354-5144 |

This is not an invoice. Information Only

Total:

\$192,948.14

CIS Liability Coverage Proposal



citycounty insurance services

CIS 1212 Court St NE Salem, OR 97301 Named Member Wasco County 511 Washington St. Room 101 The Dalles, OR 97058 Agent of Record Courtney Insurance Agency, Inc. PO Box 580 The Dalles, OR 970580580

| overage Period: 7/1/2016 to 7/1/2017 | | | | | 5/19/20 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------|
| Coverage* | | Per Occurrence Limit* | Annual Aggregate* | Per Occurrence Deductible / SIR* | Agg/Retro Deductible |
| Public Entity Liability Coverage (Including Liability) as described in CIS General & Au Coverage Agreement | | \$200,000 | \$600,000 | None | \$57,126.00 |
| Forms Applicable: CIS Ge | eneral & Auto Lia | bility Coverage | Agreement - CIS G | EL/AL (7/1/2016) | |
| Coverage* | | Per Occurrence Limit | Annual Aggregate | 1 | |
| Excess Public Entity Liability Coverage as in the CIS Excess Liability Coverage Agree (Ilmits shown are excess of primary cover | ement | \$9,800,000 | \$29,400,000 | | |
| Forms Applicable: CIS Ex | cess Liability Co | verage Agreem | ent - CIS XS/GL (7/ | (1/2016) | |
| Coverage** | | Per Occurrence Limit | Annual Aggregate | | |
| | | | | | |
| Torus National | | | | | |
| * Refer to the CIS General & Auto Liability Cocoverages, spe | cial deductibles, ss Liability Covera | limits, sublimits, age does not pro | exclusions, and co ovide Uninsured Mo | onditions that may apply. otorist coverage. | |
| * Refer to the CIS General & Auto Liability Co coverages, spe Exces ** Refer to Torus National In | cial deductibles, ss Liability Covera | limits, sublimits, age does not pro | exclusions, and co ovide Uninsured Mo | onditions that may apply. otorist coverage. | |
| * Refer to the CIS General & Auto Liability Co coverages, spe Exces ** Refer to Torus National In | cial deductibles, s Liability Covera nsurance Compa | limits, sublimits, age does not pro | exclusions, and co ovide Uninsured Mo | onditions that may apply. otorist coverage. | |
| * Refer to the CIS General & Auto Liability Cocoverages, spe Exces ** Refer to Torus National In | cial deductibles, is Liability Covera nsurance Compa Contribution | limits, sublimits, age does not pro | exclusions, and co ovide Uninsured Mo | onditions that may apply. otorist coverage. | |
| * Refer to the CIS General & Auto Liability Cocoverages, spe Exces ** Refer to Torus National In <u>Coverage</u> General Liability | cial deductibles, s Liability Coveransurance Compa Contribution \$114,979.79 | limits, sublimits, age does not pro | exclusions, and co ovide Uninsured Mo | onditions that may apply. otorist coverage. | |
| * Refer to the CIS General & Auto Liability Coverages, spe Exces ** Refer to Torus National In Coverage General Liability Auto Liability | cial deductibles, se Liability Coveransurance Compa Contribution \$114,979.79 \$27,834.26 \$142,814.05 | limits, sublimits, age does not pro any Policy for de | exclusions, and co ovide Uninsured Mo tails on coverage li | onditions that may apply. otorist coverage. mitations and exclusions in | n this layer. |
| * Refer to the CIS General & Auto Liability Coverages, spe Exces ** Refer to Torus National In Coverage General Liability Auto Liability Liability Total | cial deductibles, se Liability Coveransurance Compa Contribution \$114,979.79 \$27,834.26 \$142,814.05 | limits, sublimits, age does not pro any Policy for de | exclusions, and co ovide Uninsured Mo tails on coverage li | onditions that may apply. otorist coverage. mitations and exclusions in | n this layer. |

CIS Property Coverage Proposal



citycounty insurance services

CIS 1212 Court St NE Salem, OR 97301 Named Member Wasco County 511 Washington St. Room 101 The Dalles, OR 97058 Agent of Record Courtney Insurance Agency, Inc. PO Box 580 The Dalles, OR 970580580

This Proposal Does Not Blnd Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

5/19/2016 Coverage Period: 7/1/2016 to 7/1/2017 Coverage Limits (Per Occurrence):* Building and Contents and PIO Per current CIS Property Schedule Per current CIS Mobile Equipment Schedule Mobile Equipment Earthquake \$5,000,000 Excess Earthquake - Coverage applies only if coverage limit is shown. None \$5,000,000 Excess Flood - Coverage applies only if coverage limit is shown. None Combined Loss of Revenue and Rental Value \$300,000 \$300,000 Combined Extra Expense and Rental Expense Property in Transit \$150,000 Hired, Rented or Borrowed Equipment \$150,000 \$100,000 Restoration/Reproduction of Books, Records, etc. Electronic Data Restoration/Reproduction \$250,000 Pollution Cleanup \$25,000 \$50,000 Crime Coverage Police Dogs (if scheduled) \$15,000 Off Premises Service Interruption \$100,000 Miscellaneous Coverage \$50,000 \$15,000 Personal Property at Unscheduled Locations \$15,000 Personal Property of Employees or Volunteers Unscheduled Fine Arts \$100,000 Temporary Emergency Shelter Restoration \$50,000 Difference in Conditions - Earthquake & Flood (if any): \$0 Extra Items (if any):

* This represents only a brief summary of coverages. Please refer to the CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered: Per current CIS Property Schedule.

Perils Covered: Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under

Forms Applicable.

Deductibles: \$5,000 Per occurrence except as noted and as follows (if any).

\$5,000 Per occurrence on scheduled mobile equipment items.

Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.

Total Contribution: \$92,780.37 (Property)

\$0.00 (Excess Earthquake)

Forms Applicable: CIS Property Coverage Agreement - CIS PR (7/1/2016)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by:

| Authorized | Representative | / Agent |
|------------|----------------|---------|
|------------|----------------|---------|

Date:

CIS Equipment Breakdown Coverage Proposal



CIS 1212 Court St NE Salem, OR 97301 Named Member Wasco County 511 Washington St. Room 101 The Dalles, OR 97058 Agent of Record Courtney Insurance Agency, Inc. PO Box 580 The Dalles, OR 970580580

| | eal Does Not Bind Coverage terms, conditions, and limitations of coverage |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Coverage Period: 7/1/2016 to 7/1/2017 | 5/19/2016 |
| Coverage Limits:* | |
| Property Damage | Per current CIS Property Schedule or \$100,000,000, whichever is less. |
| Rental Value/Rental Expense | Included in Property Damage |
| Extra Expense | Included in Property Damage |
| Service Interruption | Included in Property Damage |
| Drying out following a flood | Included in Property Damage |
| Course of Construction | Included in Property Damage |
| Computer Equipment | Included in Property Damage |
| Portable Equipment | Included in Property Damage |
| CFC Refrigerants | Included in Property Damage |
| Hazardous Substance | \$2,000,000 |
| Data Restoration | \$250,000 |
| Perishable Goods | \$2,000,000 |
| Expediting Expense | \$2,000,000 |
| Demolition | \$2,000,000 |
| Ordinance or Law | \$2,000,000 |
| Off Premises Property Damage | \$250,000 |
| Contingent Rental Value/Rental Expense | \$250,000 |
| Newly Acquired Locations | \$1,000,000 / 365 days max. |
| Extended Period of Restoration | 30 Days |
| | fer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, and conditions that may apply. |
| Locations Covered: Per current CIS Property Schedule. | |
| Deductible: \$1,000 All Coverages: 24 hour waiting period | applies for service interruption. |
| Contribution: Included | A decided and the second and the sec |
| Forms Applicable: Equipment Breakdown Coverage Agreement | CIS BM (7/1/2016) |
| To effect coverage, please sign, date and return th | is form before requested effective date. Fax or email is acceptable |
| Accepte | d by: |
| | Authorized Representative / Agent |
| ī | Date: |
| | |

CIS Excess Crime Coverage Proposal



CIS 1212 Court St NE Salem, OR 97301 Named Member Wasco County 511 Washington St. Room 101 The Dalles, OR 97058 Agent of Record Courtney Insurance Agency, Inc. PO Box 580 The Dalles, OR 970580580

| This Proposal Does Not Bind Cov Refer to Coverage Forms for terms, conditions, and | erage imitations of coverage |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Coverage Period: 7/1/2016 to 7/1/2017 | 5/19/2016 |
| Excess Crime Coverage | |
| Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage | erage Agreement * |
| Employee Theft - Per Loss Coverage | \$200,000 |
| Forgery or Alteration | Included |
| Inside Premises - Theft of Money & Securities | Included |
| Inside Premises - Robbery, Safe Burglary - Other | Included |
| Outside Premises | Included |
| Computer Fraud | Included |
| Money Orders and Counterfeit Paper Currency | Included |
| Funds Transfer Fraud | Included |
| Impersonation Fraud Coverage | \$100,000 |
| Additional Coverages: | |
| Faithful Performance of Duty | Included |
| * This represents only a brief summary of coverages. Please refer to the Excess Crime Pomay apply. | olicy for detailed coverages, exclusions, and conditions that |
| Locations Covered: Per current CIS Property Schedule. | |
| Contribution: \$775.00 | |
| Forms Applicable: National Union Fire Insurance/Excess Crime Policy | |
| To effect coverage, please sign, date and return this form before requested | d effective date. Fax or email is acceptable |
| Accepted by: | |
| | Authorized Representative / Agent |
| Date: | |
| The second secon | |

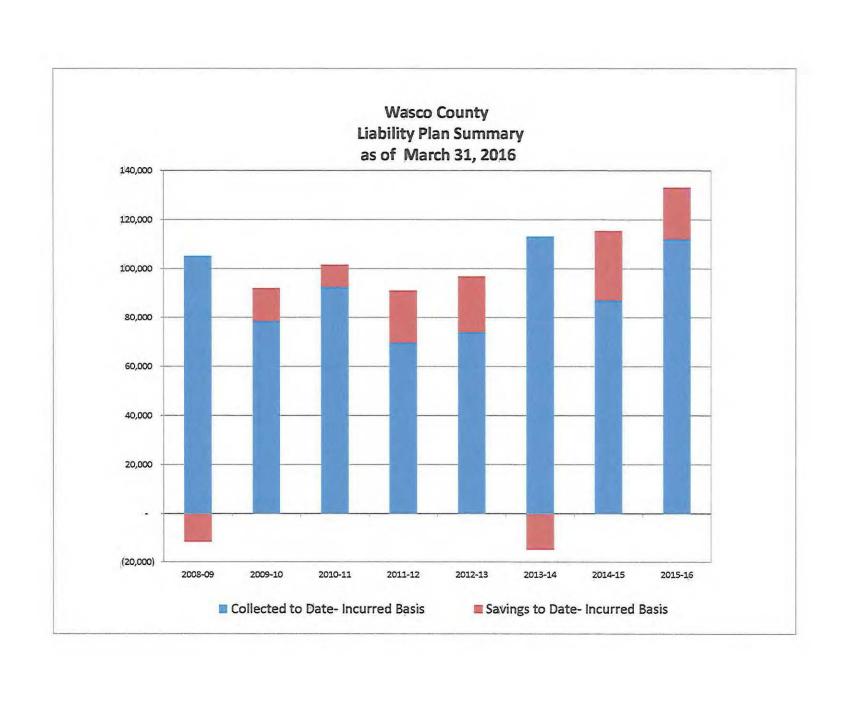
CIS Wasco County CIS Liability Retro Plan Summary as of March 31, 2016

| | Contribution | | Claims | | | Member Cos | | Costs Member | Remaining | *Savings | |
|---------|--------------|---------|---------|----------|-----------|------------|-----------|--------------|------------------|----------------|------|
| | Standard | Initial | Paid | Reserves | Incurred | Paid | *Incurred | Liability | Liability (Paid) | Incurred Basis | |
| Year | (a) | (b) | (c) | (d) | (e)=(c+d) | (f) | (g) | (h) | (i)=(h-c) | (i) | (k) |
| 2008-09 | 93,479 | 70,109 | 101,029 | - | 101,029 | 105,164 | 105,164 | 35055 | - | (11,685) | -13% |
| 2009-10 | 91,920 | 68,940 | 9,501 | | 9,501 | 78,442 | 78,442 | 34470 | 24,969 | 13,479 | 15% |
| 2010-11 | 101,585 | 76,189 | 16,135 | - | 16,135 | 92,324 | 92,324 | 38094 | 21,959 | 9,261 | 9% |
| 2011-12 | 91,014 | 68,260 | 1,290 | - | 1,290 | 69,550 | 69,550 | 34130 | 32,840 | 21,464 | 24% |
| 2012-13 | 96,839 | 72,629 | 1,282 | | 1,282 | 73,912 | 73,912 | 36315 | 35,033 | 22,928 | 24% |
| 2013-14 | 98,261 | 73,446 | 18,752 | 73,674 | 92,426 | 92,198 | 113,150 | 39704 | 20,952 | (14,889) | -15% |
| 2014-15 | 115,625 | 85,833 | 981 | - | 981 | 86,814 | 86,814 | 47667 | 46,686 | 28,811 | 25% |
| 2015-16 | 133,140 | 99,884 | 12,052 | 10-1 | 12,052 | 111,935 | 111,935 | 53209 | 41,157 | 21,204 | 16% |
| | 821,863 | 615,290 | 161,023 | 73,674 | 234,696 | 710,339 | 731,290 | 318644 | 223,595 | 90,573 | 11% |

Definitions

- (a) Guaranteed Cost Option (Standard) Contribution: Fully insured cost with no Member liability (and no savings opportunity.)
- (b) Initial costs contributed by Member under Retro plan.
- (c) Claims payments to date.
- (d) Estimated amounts remaining to be paid on known claims.
- (e) Claims payments plus reserves on known claims.
- (f) Initial contribution plus claims costs paid by Member.
- (g) Initial contribution plus claims costs paid by Member, plus estimate of remaining costs to be paid by Member.
- (h) Total layer of liability initially assumed by Member.
- (i) Maximum liability remaining based on paid claims.
- (j) Difference in cost between Guaranteed Cost Option (Standard) and costs to date under Retro Plan.
- (k) Percent difference of costs to date compared to fully insured option.

^{*}Assumes reserves are ultimately paid as currently estimated and includes <u>no</u> adverse development factor or contingency for discovery of additional claims from these coverage periods; neither of which are uncommon in liability coverage. Potential for claims development or emerging new claims is greater in recent years.



Mobile Equipment Schedule

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



citycounty insurance services

| | | Currently | Scheduled Mo | bile Equipme | nt | | | | | |
|-------------|------------------------------------------------------------------------------------------|------------------|--------------|----------------|------------|-------------------|-------------|-------------------|---------------------|---------------------|
| Item# | Description | Serial Number | Model Number | Department | Deductible | Valuation Code | Value | Effective Date | Termination Date | |
| WCSO00 1 | RIVERWILD 22' ALUMINUM BOAT WINBOA (USED W/2014 RIVERWILD BOAT TRAILER, VIN#15682) | | | SHERIFF | \$5,000 | RV | \$54,360.00 | 7/1/2016 | 7/1/2017 | - |
| | Mobile Equipmen | t Items: 1 | | | | Totals: | \$54,360.00 | | | |
| | | | Deleted Mob | oile Equipment | | | | | | |
| Item # | Description | Serial Number | Model Number | Department | Deductible | Valuation Code | Value | Contribution | Effective Date | Termination Date |
| | Mobile Equipmen | t Items: 0 | | | | Totals: | | | | |
| Dec 4 | Department Iten | s Reported Value | | | | | | | | |
| SHERIFF | 1 | \$54,360.00 | | | | | | | | |
| Total | 1 | \$54,360.00 | | | | | | | | |

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.

citycounty insurance services

Currently Scheduled Autos

| Auto# | Year | Make/Model | VIN | Department | Auto Code | Equip Code | Comp Ded | Coll Ded | Reported Value | Effective Date | Term. Date |
|-------|------|--------------------------------|-------------------|-------------|--------------|---------------|-------------|-------------|-------------------|-------------------|------------|
| 0004 | 2001 | CHEVROLET S10 | 1GCDT19W618134830 | WEED & PEST | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0021 | 1994 | PETERBILT 200-30 TRUCK | 1XPMH87X2RM608232 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0022 | 2002 | CHEVROLET C2500HD SILVERADO | 1GCHC24172E221870 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0023 | 2002 | CHEVROLET C2500 SILVERADO | 1GCHC24112E219175 | ROAD | LTV | X | | - | \$0 | 7/1/2016 | 7/1/2017 |
| 0024 | 2001 | DODGE RAM 2500 | 3B7KC26671M283440 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0025 | 2001 | DODGE RAM 2500 | 3B7KC26691M283441 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0030 | 1999 | DODGE RAM 2500 | 3B7KC26Z6XM526867 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0035 | 1994 | FORD F250 | 1FTHF25HIRLB07579 | FAIR | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0041 | 1981 | PETERBILT DUMP TRUCK | 1XP9L29XBP142878 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0042 | 1981 | PETERBILT DUMP TRUCK | 1XP9L29X7BP142879 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0043 | 1981 | PETERBILT DUMP TRUCK | 1XP9L29X3BP142880 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0045 | 1988 | FREIGHTLINER DUMP TRUCK | 1FVN1DYB7JH408101 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0046 | 1988 | FREIGHTLINER DUMP TRUCK | 1FVN1DYB9JH408102 | ROAD | MHT | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0047 | 1995 | PETERBILT DUMP TRUCK | 1XPALB9X9SD364029 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0048 | 1995 | PETERBILT DUMP TRUCK | 1XPALB9X5SD364030 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0049 | 1995 | PETERBILT DUMP TRUCK | 1XPALB9X7SD364031 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0050 | 2000 | FREIGHTLINER DUMP TRUCK | 1FVX6WEB9YPH17159 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0051 | 2000 | FREIGHTLINER DUMP TRUCK | 1FVX6WEB5YPH17160 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0053 | 1992 | FORD F350 FLATBED | 2FDKF38GXNCA22075 | ROAD | МНТ | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0054 | 1999 | FORD F350 FLATBED | 1FDWF37S6XED84618 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0056 | 1994 | FORD F SUPER DUTY | 1FDLF47F0REA37591 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0061 | 1978 | WHITE 5TH WHEEL TRACTOR | 5QPFHH1018170 | ROAD | SEM | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0067 | 1993 | FORD 8000 ASPHALT TRUCK | 1FDYH81E5PVA39938 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0068 | 1979 | TRAILCO TRAILER | 790B230 | ROAD | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0072 | 1992 | DAKOTA TILT TRAILER | 1DA12TK67NP010590 | ROAD | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0075 | 1950 | CLOUGH TANK TRAILER | 328 | ROAD | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0077 | 1963 | BEALL OIL TANK TRAILER | PP1T27363 | ROAD | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |

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Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Currently Scheduled Autos

| Auto # | Year | Make/Model | VIN | Department | | Equip Code | Comp Ded | Coll Ded | Reported Value | Effective Date | Term. Date |
|--------|------|--------------------------|-------------------|-------------|-----|---------------|-------------|-------------|-------------------|-------------------|------------|
| 0078 | 1990 | KITT SHOULDER TRAILER | 2K9S2BB26L1028012 | ROAD | TRL | X | | 300 | \$0 | 7/1/2016 | 7/1/2017 |
| 0079 | 2000 | OLYMPIC TILT BED TRAILER | 1Z9TF1727YT091184 | ROAD | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0800 | 1978 | COLUMBIA PUP TRAILER | 2ED2078192 | ROAD | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0081 | 1978 | COLUMBIA PUP TRAILER | 2ED2078193 | ROAD | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0082 | 1978 | COLUMBIA PUP TRAILER | 2ED2078194 | ROAD | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0083 | 2001 | CHEVROLET BLAZER | 1GNDT13W01K231914 | ROAD | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0086 | 2000 | TRAIL-EZE TILT TRAILER | 1DA13TS44YP015052 | ROAD | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0089 | 1997 | FORD F SUPER DUTY | 1FDLF47G6VEC87470 | WEED & PEST | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0090 | 1993 | FORD RANGER | 1FTCR15U8PPA89662 | WEED & PEST | LTV | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0092 | 1984 | FORD DUMP TRUCK | 1FDJF37GXEPB51641 | FAIR | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0099 | 1991 | EZ LOADER BOAT TRAILER | 1ZE1DP42XMAP04829 | SHERIFF | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0109 | 2003 | FREIGHTLINER DUMP TRUCK | 1FVMAEAS83PK72419 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0110 | 2003 | FREIGHTLINER DUMP TRUCK | 1FVMAEAS43PK72420 | ROAD | MHT | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0111 | 1987 | WHITE BOSS VACUUM TRUCK | 1WXAACAD4HN121533 | ROAD | МНТ | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0112 | 2003 | CHEVROLET PICKUP | 1GCHK24U932175109 | SHERIFF | POL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0115 | 2003 | DODGE DURANGO | 1D8HS48N43F568940 | ASSESSOR | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0116 | 2003 | DODGE DURANGO | 1D8HS48N83F568939 | MAINTENANCE | SUV | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0118 | 1990 | PETERBILT SEMI-TRACTOR | 1XPCD89X0LD289955 | ROAD | SEM | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0119 | 2003 | INGER LIGHT TRAILER | 338475UGN394 | ROAD | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0125 | 1996 | FREIGHTLINER TRUCK | 1FV6HLAC4TH724698 | ROAD | MHT | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0134 | 2005 | FORD F250 | 1FTSX21Y45EA96181 | FACILITIES | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0135 | 2004 | DODGE RAM 3500 | 3D7LU38C24G281694 | WEED & PEST | LTV | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0138 | 2005 | DODGE DURANGO | 1D4HB48DX5F551426 | ASSESSOR | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0139 | 2005 | DODGE DURANGO | 1D4HB48D85F551425 | IT | SUV | Х | | | \$7,000 | 7/1/2016 | 7/1/2017 |
| 0140 | 2005 | CHEVROLET PICKUP | 1GCHK23UX5F872584 | SHERIFF | POL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0141 | 2005 | DODGE RAM 2500 | 3D7KS28D95G828885 | ROAD | LTV | X | | | \$20,587 | 7/1/2016 | 7/1/2017 |
| 0142 | 2005 | DODGE RAM 2500 | 3D7KS28D45G858473 | ROAD | LTV | Х | | | \$20,587 | 7/1/2016 | 7/1/2017 |
| 0145 | 2006 | DODGE DURANGO | 1D4HB38N66F178812 | COMM CORR | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| | | | | | | | | | | | |

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Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Currently Scheduled Autos

| Auto# | Year | Make/Model | VIN | Department | Auto Code | Equip Code | Comp Ded | Coll Ded | Reported Value | Effective Date | Term, Date |
|-------|------|----------------------------|-------------------|---------------|--------------|---------------|-------------|-------------|-------------------|-------------------|------------|
| 0146 | 2006 | DODGE DURANGO | 1D8HB48256F146427 | COMM CORR | SUV | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0148 | 2006 | DODGE DURANGO | 1D8HB48236F146426 | PLANNING | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0149 | 2006 | DODGE DURANGO | 1D8HB48276F146428 | COMM CORR | SUV | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0152 | 1998 | BIG TEX UTILITY TRAILER | 4K8JX1101W1A25025 | WEED & PEST | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0153 | 1998 | BEARC UTILITY TRAILER | 21098 | ROAD | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0155 | 2004 | MIRAGE 5X8 TRAILER | 5M3BEO81341012764 | SHERIFF | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0156 | 2006 | EAGLE UTILITY TRAILER | 1C9BE26186P694226 | SHERIFF | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0157 | 2004 | MIRAGE 5X8 TRAILER | 5M3BE101741012235 | SHERIFF | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0158 | 2006 | JEEP CHEROKEE | 1J4GR48K46C340464 | ROAD | SUV | X | | | \$21,640 | 7/1/2016 | 7/1/2017 |
| 0159 | 2006 | CHEVROLET SILVERADO | 1GCHK24U66E228182 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0160 | 2006 | CHEVROLET SILVERADO | 1GCHK24U36E225966 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0161 | 2006 | CHEVROLET SILVERADO | 1GCHK24U16E226159 | ROAD | LTV | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0162 | 2006 | CHEVROLET SILVERADO | 1GCHK24U76E228708 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0163 | 2007 | CHEVROLET 3500 | 1GBJK34U57E131164 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0166 | 2006 | INTER VAN TRAILER | 4RACS16236C008250 | SHERIFF | TRL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0167 | 2002 | DODGE RAM 3500 | 3B7MF33662M315970 | SHERIFF | POL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0168 | 2007 | DODGE DURANGO | 1D8HB48237F536783 | PLANNING | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0169 | 2007 | DODGE DURANGO | 1D8HB48257F536784 | WEED & PEST | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0172 | 2008 | FORD F250 | 1FTSX21588EA62951 | MAINTENANCE | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0176 | 2001 | STARCRAFT E350 CHASSIS BUS | 1FDWE35L91HB26193 | SHERIFF | BLG | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0177 | 2008 | FORD F250 | 1FTSX215X8ED00038 | ROAD | LTV | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0179 | 2008 | DODGE DURANGO | 1D8HB48258F126794 | ASSESSOR | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0180 | 2008 | DODGE DURANGO | 1D8HB48278F126795 | PLANNING | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0182 | 2008 | FORD F350 | 1FDWF37568ED23698 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0183 | 2009 | DODGE RAM 2500 | 3D7KS29T39G529663 | SHERIFF | POL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0184 | 2009 | DODGE DURANGO | 1D8HB38P19F714182 | ASSESSOR | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0185 | 2009 | DODGE DURANGO | 1D8HB38P39F714183 | YOUTH SRVCS | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0186 | 2010 | DODGE CHARGER | 2B3AA4CVXAH199282 | SHERIFF/S & R | POL | В | | | \$20,982 | 7/1/2016 | 7/1/2017 |
| | | | | | | | | | | | |

Report Date: 6/9/2016 | Page 3 of 7

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Currently Scheduled Autos

| Auto # | Year | Make/Model | VIN | Department | Auto Code | Equip Code | Comp Ded | Coll Ded | Reported Value | Effective Date | Term, Date |
|--------|------|--------------------------|-------------------|-------------|--------------|---------------|-------------|-------------|-------------------|-------------------|------------|
| 0187 | 2010 | DODGE CHARGER | 2B3AA4CV1AH199283 | SHERIFF | POL | В | | | \$20,982 | 7/1/2016 | 7/1/2017 |
| 0188 | 2013 | FORD EXPEDITION | 1FMJU1G57DEF35248 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0189 | 2013 | FORD EXPEDITION | 1FMJU1G55DEF35247 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0190 | 2002 | CHEVROLET SILVERADO | 1GCHC24122E218701 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0191 | 1993 | KENWORTH WATER TRUCK | 1XKDD69X3PS592067 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0192 | 1999 | KENWORTH WATER TRUCK | 1NKDLU9X8XJ796922 | ROAD | MHT | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0193 | 2006 | DOUBLE-R UTILITY TRAILER | 1D9BU10106N451899 | SHERIFF | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0195 | 2010 | CHEVROLET TAHOE | 1GNUKAE04AR217128 | SHERIFF | POL | В | | | \$28,145 | 7/1/2016 | 7/1/2017 |
| 0196 | 2010 | CHEVROLET TAHOE | 1GNUKAE06AR215817 | YOUTH SRVCS | SUV | X | | | \$28,154 | 7/1/2016 | 7/1/2017 |
| 0197 | 2011 | DODGE RAM 2500 | 3D7LT2ET0BG545770 | PUBLIC WKS | LTV | C | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0198 | 2011 | FORD EXPEDITION | 1FMJU1G54BEF31252 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0199 | 2011 | FORD EXPEDITION | 1FMJU1G56BEF31253 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0200 | 2011 | FORD EXPEDITION | 1FMJU1G58BEF31254 | SHERIFF | POL | В | - | | \$0 | 7/1/2016 | 7/1/2017 |
| 0202 | 2012 | FORD EXPEDITION | 1FMJU1G55CEF03249 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0203 | 2012 | FORD EXPEDITION | 1FMJU1G52CEF29467 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0204 | 2012 | FORD EXPEDITION | 1FMJU1G59CEF29465 | FACILITIES | SUV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0205 | 2012 | FORD EXPEDITION | 1FMJU1G50CEF29466 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/201 |
| 0206 | 2012 | DODGE RAM 2500 | 3C6LD5AT9CG181002 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0207 | 2012 | DODGE RAM 2500 | 3C6LD5AT7CG181001 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0208 | 2012 | DODGE RAM 2500 | 3C6TD5CT1CG193027 | ROAD | LTV | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0210 | 1978 | WHITE 5TH WHEEL TRACTOR | 5QPFHH1018172 | FAIR | SEM | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0211 | 1998 | FREIGHTLINER DUMP TRUCK | 1FV46EDB1WP960926 | ROAD | MHT | Н | | | \$0 | 7/1/2016 | 7/1/201 |
| 0212 | 1998 | FREIGHTLINER DUMP TRUCK | 1FV46EDB6WP960923 | ROAD | MHT | Н | | - 34- | \$0 | 7/1/2016 | 7/1/201 |
| 0214 | 2013 | FORD EXPLORER | 1FM5K8AR9DGC15834 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/201 |
| 0215 | 2013 | FORD EXPLORER | 1FM5K8AR0DGC15835 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/201 |
| 0217 | 1991 | AMERICAN BOAT TRAILER | 1A9DS151XM1A00081 | SHERIFF | TRL | X | | | \$0 | 7/1/2016 | 7/1/201 |
| 0220 | 2010 | FORD F350 | 1FDWD3HY0AEB26170 | ROAD | LTV | F | | 31 | \$25,995 | 7/1/2016 | 7/1/201 |
| 0222 | 1993 | EZ LOADER BOAT TRAILER | 1ZE1BCT18NAE22264 | SHERIFF | TRL | X | = 3 | | \$0 | 7/1/2016 | 7/1/201 |

Report Date: 6/9/2016 | Page 4 of 7

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Currently Scheduled Autos

| Auto# | Year | Make/Model | VIN | Department | | Equip Code | Comp Ded | Coll Ded | Reported Value | Effective Date | Term, Date |
|-------|------|------------------------------------------------------------|-------------------|--------------|-----|---------------|-------------|-------------|-------------------|-------------------|------------|
| 0224 | 2006 | MIRAGE ATV TRAILER | 5M3BE172961023352 | SHERIFF | TRL | X | 111-10 | | \$0 | 7/1/2016 | 7/1/2017 |
| 0225 | 1978 | TRAC PAC SNOWMOBILE UTILITY TRAILER | TP2281301 | SHERIFF | TRL | Х | | | \$100 | 7/1/2016 | 7/1/2017 |
| 0226 | 2008 | PACE UTILITY TRAILER | 5VZUB14288L002224 | SHERIFF | TRL | X | | | \$6,800 | 7/1/2016 | 7/1/2017 |
| 0228 | 2004 | ZIEMAN TRAILER | 1ZCF220104BB48712 | SHERIFF | TRL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0229 | 2003 | LOWBOY DAKOTA HEAVY TRAILER | 1DAF3D9N33M016259 | ROAD | STR | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0230 | 2004 | CHRYSLER PACIFICA | 2C8GF68474R644175 | SHERIFF | POL | В | | | \$20,000 | 7/1/2016 | 7/1/2017 |
| 0231 | 2008 | TOYOTA RAV4 | JTMBK35V785068321 | SHERIFF | POL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0232 | 2014 | FORD EXPLORER | 1FM5K8AR1EGB74357 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0233 | 2014 | FORD EXPLORER | 1FM5K8AR8EGB74355 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0234 | 2011 | TOYOTA CAMRY | 4T4BF3EKXBR139696 | SHERIFF/MINT | POL | X | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0235 | 2014 | FORD EXPLORER | 1FM5K8ARXEGB74356 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0236 | 2014 | RIVERWILD BOAT TRAILER (W/RIVERWILD BOAT, SER#71415) | 2AALT912700015682 | SHERIFF | TRL | X | | | \$5,500 | 7/1/2016 | 7/1/2017 |
| 0237 | 1999 | CHEVROLET BLAZER | 1GNDT13W7X2164043 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0238 | 2015 | FORD EXPLORER | 1FM5K8AR4FGC07949 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0239 | 2015 | FORD EXPLORER | 1FM5K8AR0FGC07947 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0240 | 2015 | FORD EXPLORER | 1FM5K8AR2FGC07948 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0241 | 2016 | FORD EXPLORER | 1FM5K8AR2GGB35926 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0242 | 2016 | FORD EXPLORER | 1FM5K8AR4GGB35927 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0243 | 2016 | FORD EXPLORER | 1FM5K8AR6GGB35928 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0244 | 2016 | FORD EXPLORER | 1FM5K8AR8GGB35929 | SHERIFF | POL | В | | | \$0 | 7/1/2016 | 7/1/2017 |
| 0245 | 2011 | CHRYSLER TOWN & COUNTRY VAN | 2A4RR5DGXBR675343 | SHERIFF/MINT | POL | Х | | | \$0 | 7/1/2016 | 7/1/2017 |
| | | Vehicles: AL (132) APD (0) | | | | | | | | | |

Deleted Autos

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



| Auto # | Year | Make/Model | VIN | Department | Auto Equip Code Code | Comp Ded | Coll Ded | Reported Value | AL Contribution | APD Contribution | Effective Date | Term. Date |
|--------|------|--------------------------|-----|------------|-------------------------|-------------|-------------|-------------------|--------------------|---------------------|-------------------|------------|
| | | Vehicles: AL (0) APD (0) | | | | | Total C | ontribution: | | | | |

| Department Summary | Vehicles | Reported Value |
|--------------------|----------|----------------|
| ASSESSOR | 4 | \$0 |
| COMM CORR | 3 | \$0 |
| FACILITIES | 2 | \$0 |
| FAIR | 3 | \$0 |
| IT | 1 | \$7,000 |
| MAINTENANCE | 2 | \$0 |
| PLANNING | 3 | \$0 |
| PUBLIC WKS | 1 | \$0 |
| ROAD | 59 | \$88,809 |
| SHERIFF | 43 | \$81,527 |
| SHERIFF/MINT | 2 | \$0 |
| SHERIFF/S & R | 1 | \$20,982 |
| WEED & PEST | 6 | \$0 |
| YOUTH SRVCS | 2 | \$28,154 |
| Total | 132 | \$226,472 |

| Auto Code | Description | Auto Code | Description | Equip Code | Description | Equip Code | Description |
|-----------|---------------------|-----------|------------------------------|------------|-------------------------------------------------------------------|------------|----------------------------------------------|
| AMB | Paramedic/Ambulance | NAL | Non-Owned AL | Α | Special Accessories (eg. 2-Way Radio, Perm. | L | Sludge Package |
| ART | Bus Articulated | NAP | Non-Owned APD | | Attached Electronic Equipment (list)) | M | Sewer Inspection/Cleaning Equipment |
| ATQ | Fire Antique | PMP | Fire Pumper | В | Police/Fire/Emergency Vehicle (inc. \$10,000 max for misc, equip) | N | Water Tank |
| BLG | Bus Large; 45+ | POL | Police Vehicle | С | Pickup Truck Special Accessories (eq. tool | 0 | Crane |
| BMD | Bus Medium: 20-45 | PPV | Private Passenger | | box, pipe rack, etc.) | P | Wheel Chair Lift |
| BSM | Bus Small: under 20 | SEM | Semi | D | Utility Box | Q | Welder |
| GKP | Garage | ssw | Street Sweeper/Sewer Cleaner | E | Dump Box (2 Yard) | R | Air Compressor/Generator |
| LAD | Fire Ladder | STR | Semi Trailer | F | Flat Bed (10' - 15' lg) | S | Misc, Hand Tools or Equipment (\$1,500 max.) |
| LTV | Light Truck/Van | SUV | SUV | G | Flat Bed (16' - 20' lg) | T | Misc. Hand Tools or Equipment (\$2,500 max.) |
| MCY | Motorcycle | TRL | Trailer | Н | Dump Box (6-9 Yard) | U | Utility Bucket |
| MHT | Medium/Heavy Truck | UTC | Utility Cart | 1 | Dump Box (10-13 Yard) | V | Cube Box (Van/Truck) |
| | | | | J | Garbage Package (10 Yard) | X | None |
| | | | | K | Garbage Package (29 Yard) | | |

Report Date: 6/9/2016 | Page 6 of 7

Wasco County Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Report Date: 6/9/2016 | Page 7 of 7

Renewal Summary Report

Wasco County FY 2016-2017 / Policy: PL-WASC-2016-0



General Liability Question Changes

Updated by: mike@courtneyinsure.com

| Question | 15-16 Response | 16-17 Response | % Change | Date Entered |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|----------|-----------------|
| Do you own or operate any airports or aircraft? - NO COVERAGE UNDER OUR PROGRAM | No | No | | 5/11/2016 |
| Are member owned vehicles frequently taken out of state? | Yes | Yes | | 5/11/2016 |
| Number of dams/dikes/levees owned or operated that are classified as "High Hazard" or over 300 feet in length | 0 | 0 | 0.00% | 5/11/2016 |
| Fairgrounds - total annual receipts from all uses | 268000 | 137704 | -48.62% | 5/11/2016 |
| Number of events with Liquor sales or service by member - NOT CONTRACTED OUT (Liquor Liability App required) | 0 | 0 | 0.00% | 5/11/2016 |
| Fireworks Displays - NOT CONTRACTED OUT | No | No | | 5/11/2016 |
| Motor Sports of any kind sponsored by entity | Yes | Yes | | 5/11/2016 |
| Firefighters - Paid - total number | 0 | 0 | 0.00% | 5/11/2016 |
| Firefighters - Non-Paid - total number | 0 | 0 | 0.00% | 5/11/2016 |
| Total Personnel Services for last year - ATTACH LB-1 and UR-1 if applicable or Budget Summary page | 9130164 | 9336247 | 2.26% | 5/11/2016 |
| Total Materials and Services for last year - ATTACH LB-1 and UR-1 if applicable or Budget Summary page | 7463644 | 11068750 | 48.30% | 5/11/2016 |
| Total Requirements (Expenditures) - ATTACH LB-1 and UR-1 if applicable or Budget Summary page | 34007994 | 42639174 | 25.38% | 5/11/2016 |
| Premises - owned or occupied by member - total square feet | 245931 | 245931 | 0.00% | 5/11/2016 |
| Storm and sanitary sewer systems - total number of miles | 2 | 2 | 0.00% | 5/11/2016 |
| Water department - millions of gallons delivered annually | 0 | 0 | 0.00% | 5/11/2016 |
| Streets and roads - total miles of paved & unpaved | 673.54 | 673.64 | 0.01% | 5/11/2016 |
| Conduct blasting operations? | No | No | | 5/11/2016 |
| Any chemical spraying - pesticide/herbicide | Yes | Yes | 1 | 5/11/2016 |
| EMTs or First Responders - total number | 1 | 1 | 0.00% | 5/11/2016 |
| Hospital exposures, i.e. Nursing Homes, Inpatient/Residential Care Facilities, Group Homes/Shelters - NO COVERAGE UNDER OUR PROGRAM | No | No | | 5/11/2016 |
| Medical Doctors (employed or contracted services) - total number | 0 | 0 | 0.00% | 5/11/2016 |
| Nurses (employed or contracted services) - total number | 0 | 0 | 0.00% | 5/11/2016 |
| Health Care Professionals/ALL OTHER including Clinicians & Mental Health Professionals (employed or contracted) - total number | 0 | 0 | 0.00% | 5/11/2016 |
| Jail Beds - total number occupied/funded | 0 | 0 | 0.00% | 5/11/2016 |
| Law enforcement officers - Paid - total number | 18 | 17 | -5.56% | 5/11/2016 |
| Any other public safety reserves/volunteers - total number | 40 | 39 | -2.50% | 5/11/2016 |
| Marinas - total number of slips | 0 | 0 | 0.00% | 5/11/2016 |
| Watercraft over 25 HP and/or over 26 ft - owned, rented or leased by member | Yes | Yes | | 5/11/2016 |
| Parks and playgrounds - total area (acres) | 112 | 112 | 0.00% | 5/11/2016 |

Report Date: 6/9/2016

Renewal Summary Report

Wasco County FY 2016-2017 / Policy: PL-WASC-2016-0



General Liability Question Changes

Updated by: mike@courtneyinsure.com

| Question | 15-16 Response | 16-17 Response | % Change | Date Entered |
|-------------------------------------------------------------------------------------------------|----------------|----------------|----------|-----------------|
| Bridges over 300 feet in length | No | No | | 5/11/2016 |
| Grandstands and/or stadiums - total seats | 1480 | 1480 | 0.00% | 5/11/2016 |
| Own or operate ski facilities? | No | No | | 5/11/2016 |
| Amusement parks, devices/zoos/carnivals? | Yes | Yes | | 5/11/2016 |
| Golf courses - NOT CONTRACTED OUT | No | No | | 5/11/2016 |
| Public transportation operations? | No | No | | 5/11/2016 |
| Own or operate ferry or water taxi? | No | No | | 5/11/2016 |
| Cable access/internet provider | No | No | | 5/11/2016 |
| Electric, gas, or alternate energy (geothermal/solar/wind) utility provider? | No | No | | 5/11/2016 |
| Railroads or trolley lines | No | No | | 5/11/2016 |
| Any Preschool/Day care/Day camp/Youth programs: If yes, approximate number of children enrolled | 0 | 0 | 0.00% | 5/11/2016 |

Auto Schedule Changes

| Change Type | Auto# | Department | Year Built | Make | Model/Description | VIN | Class Code | Equip. Code | APD Comp Ded. | APD Coll Ded. | Eff. Date | Term. Date |
|----------------|---------------|--------------------|---------------|----------|------------------------|---------------------|---------------|----------------|------------------|------------------|-----------|---------------|
| Delete | 0070 | ROAD | 1959 | SCHETKY | BOTTOM DUMP TRAILER | 261 | TRL | X | N/A | N/A | 7/1/2016 | 7/1/2016 |
| Date Enter | red: 5/17/201 | 6 By: mike@courtne | yinsure.co | om | | Notes; sold | | | | | | |
| Delete | 0071 | ROAD | 1959 | SCHETKY | BOTTOM DUMP TRAILER | 262 | TRL | X | N/A | N/A | 7/1/2016 | 7/1/2016 |
| Date Enter | red: 5/17/201 | 6 By: mike@courtne | eyinsure.co | om | | Notes: sold | | | | | | |
| Delete | 0076 | ROAD | 1968 | FRUEHAUF | TANK TRAILER | OMJ424902 | TRL | Х | N/A | N/A | 7/1/2016 | 7/1/2016 |
| Date Enter | red: 5/17/201 | 6 By: mike@courtne | yinsure.co | om | | Notes: sold | | | | | | |
| Change | 0180 | PLANNING | 2008 | DODGE | DURANGO | 1D8HB48278F126795 | SUV | X | N/A | N/A | 7/1/2016 | 7/1/2017 |
| Date Ente | red: 5/17/201 | 6 By: mike@courtne | eyinsure.co | om | | Notes: CHANGED FROM | SHERIFF | TO PLANI | NING | | | |
| Change | 0204 | FACILITIES | 2012 | FORD | EXPEDITION | 1FMJU1G59CEF29465 | SUV | X | N/A | N/A | 7/1/2016 | 7/1/2017 |
| Date Ente | red: 5/17/201 | 6 By: mike@courtne | eyinsure.co | om | | Notes: CHANGED FROM | SHERIFF | TO FACIL | ITIES | | | |
| Delete | 0087 | WEED & PEST | 1990 | FORD | E350 VAN | 1FBJS31H6LHB23638 | LTV | X | N/A | N/A | 7/1/2016 | 7/1/2016 |
| Date Ente | red: 5/17/201 | 6 By: mike@courtne | eyinsure.co | om | | Notes: sold | | | | | | |

Report Date: 6/9/2016

Renewal Summary Report

Wasco County FY 2016-2017 / Policy: PL-WASC-2016-0



Employee Count

| Count | Date Entered | Username |
|-------|--------------|-------------------------|
| 125 | 5/18/2016 | mike@courtneyinsure.com |

Attachments

| | Attachments | Date Entered | Username |
|---------------------|-------------|--------------|-------------------------|
| 201604251331(2).PDF | | 5/11/2016 | mike@courtneyinsure.com |

Notes

| | Notes | Date Entered | Username |
|------------------------|-------|--------------|------------|
| New property appraisal | | 4/1/2016 | kmasterson |

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Currently Scheduled Properties

| Code | Location | Address | Bldg Val | Cont Val | PIO Val | Is Vc nt | Year Built | Area | CC/FPC | Ded | Building Value | Content Value | PIO Value | TIV* | Eff Date | Term Date |
|--------|--------------------------------------------------------------------------------------------------|-------------------------------------|-------------|-------------|------------|----------------|---------------|-------|---------|---------|-------------------|------------------|--------------|--------------|-------------|--------------|
| 001.01 | COURTHOUSE (W/PIO VALUE) | 511 WASHINGTON ST - (THE DALLES) | HRV | GRV | GRV | N | 1912 | 42220 | C - 5/6 | \$5,000 | \$13,541,700 | \$2,166,685 | \$52,100 | \$15,760,485 | 7/1/16 | 7/1/17 |
| 002.01 | ANNEX C - MID COLUMBIA CENTER FOR LIVING; 911; EMERGENCY MANAGEMENT (W/PIO VALUE) | 425 E 7TH ST - (THE DALLES) | FRV | GRV | GRV | N | 1937 | 12360 | C - 5/6 | \$5,000 | \$2,459,900 | \$3,121,200 | \$67,500 | \$5,648,600 | 7/1/16 | 7/1/17 |
| 002.02 | ANNEX B - PAROLE & PROBATION | 421 E 7TH ST - (THE DALLES) | FRV | GRV | N/A | Ν | 1937 | 7215 | A - 5/6 | \$5,000 | \$1,369,200 | \$278,200 | \$0 | \$1,647,400 | 7/1/16 | 7/1/17 |
| 002.03 | ANNEX A - HEALTH DEPT/MENTAL HEALTH | 419 E 7TH ST - (THE DALLES) | FRV | GRV | N/A | N | 1929 | 13880 | C - 5/6 | \$5,000 | \$2,660,000 | \$227,200 | \$0 | \$2,887,200 | 7/1/16 | 7/1/17 |
| 004.01 | YOUTH SERVICES OFFICE | 202 E 5TH ST - (THE DALLES) | FRV | GRV | N/A | Ν | 1898 | 3850 | D - 5/6 | \$5,000 | \$500,200 | \$108,500 | \$0 | \$608,700 | 7/1/16 | 7/1/17 |
| 004.02 | YOUTH AUTHORITY OFFICE | 606 COURT ST - (THE DALLES) | FRV | GRV | N/A | N | 1910 | 2046 | D - 5/6 | \$5,000 | \$209,058 | \$47,754 | \$0 | \$256,812 | 7/1/16 | 7/1/17 |
| 004.03 | COMMISSION ON CHILDREN & FAMILIES | 610 COURT ST - (THE DALLES) | FRV | GRV | N/A | N | 1910 | 2007 | D - 5/6 | \$5,000 | \$202,160 | \$112,700 | \$0 | \$314,860 | 7/1/16 | 7/1/17 |
| 004.04 | CHILDREN & FAMILIES GARAGE | 610 COURT ST - (THE DALLES) | GRV | GRV | N/A | N | 1960 | 783 | D - 5/6 | \$5,000 | \$50,901 | \$10,933 | \$0 | \$61,834 | 7/1/16 | 7/1/17 |
| 008.01 | PUBLIC WORKS OFFICES/SHOPS (W/PIO VALUE) | 2705 E 2ND ST - (THE DALLES) | GRV | GRV | GRV | N | 1975 | 23412 | B - 5/6 | \$5,000 | \$3,403,000 | \$1,402,800 | \$66,200 | \$4,872,000 | 7/1/16 | 7/1/17 |
| 008.02 | LUBE BUILDING | 2705 E 2ND ST - (THE DALLES) | RV | RV | N/A | N | 1990 | 680 | D - 5/6 | \$5,000 | \$49,147 | \$8,245 | \$0 | \$57,392 | 7/1/16 | 7/1/17 |
| 008.03 | EQUIPMENT SHELTER | 2705 E 2ND ST - (THE DALLES) | GRV | GRV | N/A | N | 1990 | 7200 | B - 5/6 | \$5,000 | \$201,630 | \$15,918 | \$0 | \$217,548 | 7/1/16 | 7/1/17 |
| 008,04 | VEHICLE SHELTER | 2705 E 2ND ST - (THE DALLES) | GRV | N/A | N/A | N | 1990 | 7200 | B - 5/6 | \$5,000 | \$182,700 | \$0 | \$0 | \$182,700 | 7/1/16 | 7/1/17 |
| 008.05 | FUEL SHELTERS (2); GAS PUMPS (4); GAS TANK - 10,000 G; DIESEL TANK - 12,000 G | 2705 E 2ND ST - (THE DALLES) | N/A | N/A | RV | N | 1990 | 0 | D - 5/6 | \$5,000 | \$0 | \$0 | \$135,600 | \$135,600 | 7/1/16 | 7/1/17 |
| 008.06 | SIGN BUILDING | 2705 E 2ND ST - (THE DALLES) | GRV | GRV | N/A | N | 2006 | 2700 | D - 5/6 | \$5,000 | \$132,120 | \$37,142 | \$0 | \$169,263 | 7/1/16 | 7/1/17 |

Report Date: 6/9/2016 | Page 1 of 5

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Currently Scheduled Properties

| Code | Location | Address | Bldg Val | Cont Val | PIO Val | Is Vc nt | Year Built | Area | CC / FPC | Ded | Building Value | Content Value | PIO Value | TIV* | Eff Date | Term Date |
|--------|-------------------------------------|--------------------------------------------|-------------|-------------|------------|----------------|---------------|-------|-----------|---------|-------------------|------------------|--------------|--------------|-------------|--------------|
| 009.01 | STORAGE BARN (CONTENTS ONLY) | W 10TH ST/WALNUT ST - (THE DALLES) | N/A | RV | N/A | N | 1950 | 7224 | D - 5/6 | \$5,000 | \$0 | \$327,977 | \$0 | \$327,977 | 7/1/16 | 7/1/17 |
| 009.02 | STORAGE UNITS | W 10TH ST/WALNUT ST - (THE DALLES) | GRV | GRV | N/A | N | 1970 | 6000 | B - 5/6 | \$5,000 | \$332,400 | \$185,000 | \$0 | \$517,400 | 7/1/16 | 7/1/17 |
| 010.01 | MOSIER ROAD SHOP (W/PIO VALUE) | STATE RD - (MOSIER) | GRV | GRV | RV | N | 1950 | 1272 | C - 5/6 | \$5,000 | \$108,243 | \$46,799 | \$35,338 | \$190,381 | 7/1/16 | 7/1/17 |
| 011.01 | DUFUR ROAD SHOP (W/PIO VALUE) | 60 HEIMRICH ST - (DUFUR) | GRV | GRV | RV | N | 1950 | 1164 | D - 5/6 | \$5,000 | \$127,345 | \$42,873 | \$42,979 | \$213,197 | 7/1/16 | 7/1/17 |
| 011.02 | TRUCK/EQUIPMENT SHOP | 60 HEIMRICH ST - (DUFUR) | GRV | GRV | N/A | N | 2000 | 1164 | D - 5/6 | \$5,000 | \$74,285 | \$15,918 | \$0 | \$90,203 | 7/1/16 | 7/1/17 |
| 012.01 | WAMIC ROAD SHOP (W/PIO VALUE) | 56801 WAMIC MARKET RD - (WAMIC) | GRV | GRV | RV | N | 1950 | 2028 | D - 9/10 | \$5,000 | \$133,182 | \$44,380 | \$65,795 | \$243,356 | 7/1/16 | 7/1/17 |
| 013.01 | ANTELOPE ROAD SHOP (W/PIO VALUE) | NE OF 293 & 218 - (ANTELOPE) | GRV | GRV | RV | N | 1950 | 1680 | D - 5/6 | \$5,000 | \$137,957 | \$61,868 | \$32,048 | \$231,874 | 7/1/16 | 7/1/17 |
| 014.01 | NURSING HOME (W/PIO VALUE) | 1015 WEBBER ST - (THE DALLES) | GRV | N/A | GRV | N | 1964 | 40667 | D - 5/6 | \$5,000 | \$10,019,200 | \$0 | \$52,000 | \$10,071,200 | 7/1/16 | 7/1/17 |
| 014.02 | SHOP | 1015 WEBBER ST - (THE DALLES) | GRV | N/A | N/A | N | 1990 | 1800 | C - 5/6 | \$5,000 | \$159,181 | \$0 | \$0 | \$159,181 | 7/1/16 | 7/1/17 |
| 015.02 | DEW DROP INN CAFE | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 1975 | 1314 | DF - 9/10 | \$5,000 | \$132,651 | \$35,720 | \$0 | \$168,371 | 7/1/16 | 7/1/17 |
| 015.03 | RESTROOM/SHOWER #1 | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | N/A | N/A | N | 1980 | 1155 | CF - 9/10 | \$5,000 | \$212,560 | \$0 | \$0 | \$212,560 | 7/1/16 | 7/1/17 |
| 015.04 | RESTROOM/SHOWER #2 | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | N/A | N/A | N | 1995 | 1440 | CF - 9/10 | \$5,000 | \$279,600 | \$0 | \$0 | \$279,600 | 7/1/16 | 7/1/17 |
| 015.05 | GRANDSTANDS | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | N/A | N/A | N | 1960 | 3700 | B - 9/10 | \$5,000 | \$339,400 | \$0 | \$0 | \$339,400 | 7/1/16 | 7/1/17 |
| 015.06 | COMMERCIAL DISPLAY BUILDING | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | FRV | GRV | N/A | N | 1940 | 5000 | B - 9/10 | \$5,000 | \$418,300 | \$78,030 | \$0 | \$496,330 | 7/1/16 | 7/1/17 |

Report Date: 6/9/2016 | Page 2 of 5

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Currently Scheduled Properties

| Code | Location | Address | Bldg Val | Cont Val | PIO Val | Is Vc nt | Year Built | Area | CC/FPC | Ded | Building Value | Content Value | PIO Value | TIV- | Eff Date | Term Date |
|--------|-------------------------------------|--------------------------------------------|-------------|-------------|------------|----------------|---------------|-------|-----------|---------|-------------------|------------------|--------------|-----------|-------------|--------------|
| 015.07 | TEXTILES & CRAFTS BUILDING | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 1975 | 1984 | B - 9/10 | \$5,000 | \$108,243 | \$15,918 | \$0 | \$124,161 | 7/1/16 | 7/1/17 |
| 015,08 | 4-H EXHIBIT BUILDING | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | FRV | GRV | N/A | N | 1940 | 3120 | DF - 9/10 | \$5,000 | \$254,900 | \$16,000 | \$0 | \$270,900 | 7/1/16 | 7/1/17 |
| 015.09 | OPEN CLASS EXHIBIT BUILDING | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | FRV | GRV | N/A | N | 1940 | 3120 | DF - 9/10 | \$5,000 | \$254,900 | \$16,000 | \$0 | \$270,900 | 7/1/16 | 7/1/17 |
| 015.10 | SHEEP & CATTLE SHELTER | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | N/A | N/A | N | 1950 | 10200 | DF - 9/10 | \$5,000 | \$377,300 | \$0 | \$0 | \$377,300 | 7/1/16 | 7/1/17 |
| 015.11 | POULTRY/SMALL ANIMAL BARN | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 1950 | 3400 | DF - 9/10 | \$5,000 | \$266,700 | \$16,700 | \$0 | \$283,400 | 7/1/16 | 7/1/17 |
| 015.12 | GOAT BARN | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 1950 | 3400 | DF - 9/10 | \$5,000 | \$266,700 | \$20,808 | \$0 | \$287,508 | 7/1/16 | 7/1/17 |
| 015.13 | SWINE BARN | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 1950 | 3400 | DF - 9/10 | \$5,000 | \$269,400 | \$20,808 | \$0 | \$290,208 | 7/1/16 | 7/1/17 |
| 015.14 | SHEEP ARENA | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | | N/A | N | 1970 | 2760 | DF - 9/10 | \$5,000 | \$84,836 | \$0 | \$0 | \$84,836 | 7/1/16 | 7/1/17 |
| 015.15 | SWINE ARENA | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | | N/A | N | 1960 | 1610 | DF - 9/10 | \$5,000 | \$53,164 | \$0 | \$0 | \$53,164 | 7/1/16 | 7/1/17 |
| 015.16 | FAIR OFFICE | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 1975 | 672 | DF - 9/10 | \$5,000 | \$67,868 | \$21,436 | \$0 | \$89,305 | 7/1/16 | 7/1/17 |
| 015.23 | PHOTOGRAPHY & FINE ARTS BUILDING | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 1980 | 3200 | DF - 9/10 | \$5,000 | \$220,731 | \$8,490 | \$0 | \$229,221 | 7/1/16 | 7/1/17 |
| 015.24 | CARETAKER'S MANUFACTURED HOME | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | N/A | N/A | N | 1990 | 1344 | D - 9/10 | \$5,000 | \$106,970 | \$0 | \$0 | \$106,970 | 7/1/16 | 7/1/17 |

Report Date: 6/9/2016 | Page 3 of 5

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



| | | | | | C | urre | ently : | Schea | uled Pro | perties | | | | | | | |
|--------|------------------------------------------------------------------------------|--------------------------------------------|-------------|-------------|------------|----------------|---------------|-------|-----------|---------|-------------------|------------------|--------------|--------------|------------------|--------------|----|
| Code | Location | Address | Bldg Val | Cont Val | PIO Val | Is Vc nt | Year Built | Area | CC/FPC | Ded | Building Value | Content Value | PIO Value | TIV* | Eff Date | Term Date | |
| 015.25 | CARETAKER'S GARAGE | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 1980 | 720 | D - 9/10 | \$5,000 | \$29,183 | \$21,224 | \$0 | \$50,407 | 7/1/16 | 7/1/17 | |
| 015.26 | KEN WEBB MEMORIAL KITCHEN | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | GRV | N/A | N | 2011 | 612 | DF - 9/10 | \$5,000 | \$56,244 | \$5,306 | \$0 | \$61,550 | 7/1/16 | 7/1/17 | |
| 015.27 | PUMP HOUSE | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | GRV | N/A | N/A | N | 1997 | 132 | DF - 9/10 | \$5,000 | \$27,273 | \$0 | \$0 | \$27,273 | 7/1/16 | 7/1/17 | |
| 015.28 | LIGHT POLES W/LIGHTS - PER APPRAISAL 12/31/15 | 81849 FAIRGROUNDS RD - (TYGH VALLEY) | N/A | N/A | GRV | N | 1980 | 0 | DF - 9/10 | \$5,000 | \$0 | \$0 | \$119,500 | \$119,500 | 7/1/16 | 7/1/17 | |
| 016.01 | DWELLING (W/PIO VALUE) | 1915 W 10TH ST - (THE DALLES) | FRV | N/A | GRV | N | 1925 | 2400 | D - 5/6 | \$5,000 | \$217,548 | \$0 | \$6,473 | \$224,021 | 7/1/16 | 7/1/17 | |
| 019.01 | HWR BUILDING (SEE NORTH CENTRAL PUBLIC HEALTH FOR APPRAISAL DETAIL) | 3440 GUIGNARD DR - (HOOD RIVER) | GRV | GRV | N/A | N | 2008 | 496 | B - 5/6 | \$5,000 | \$111,486 | \$8,976 | \$0 | \$120,462 | 7/1/16 | 7/1/17 | |
| 020.01 | HWR BUILDING (SEE NORTH CENTRAL PUBLIC HEALTH FOR APPRAISAL DETAIL) | 1317 W 1ST ST - (THE DALLES) | GRV | GRV | N/A | N | 2008 | 2200 | B - 5/6 | \$5,000 | \$209,814 | \$12,750 | \$0 | \$222,564 | 7/1/16 | 7/1/17 | |
| | Properties | : 47 | | | | | | | | | \$40,419,280 | \$8,560,260 | \$675,534 | \$49,655,073 | | | |
| | | | | | | | | Delet | ed Prope | rties | | | | | | | |
| Code | Location | Address | Bldg Val | Cont Val | PIO Val | Is Vc nt | Year Built | Area | CC / FPC | Ded | Building Value | Content Value | PIO Value | TIV* | Total Contrib | Eff Date | Te |

^{*}Only active record values are included in the Total Insured Values. This schedule is based on our information as of 6/9/2016

Wasco County

Policy # PL-WASC-2016-0 (7/1/2016 To 7/1/2017)

Agent: Courtney Insurance Agency, Inc.



Construction Class Codes

A - Fire Resistive & Modified Fire Resistive B - Masonry Noncombustible & Noncombustible

C - Joisted Masonry D - Wood Frame*

*Chain link fencing and most land improvements are coded with this Construction Class Code.

Building & Contents Valuation Codes

ACV = Actual Cash Value FRV = Functional Replacement Value GRV = Guaranteed Replacement Value HRV = Historic Replacement Value RV = Replacement Value

Legend Bldg Val = Building Valuation Cont Val = Contents Valuation PIO Val = Property in Open Valuation CC / FPC = Construction Class / Fire Protection Class TIV = Total Insured Value

Fire Protection Class (FPC) Codes Fire Protection Class is determined by the level of fire protection in your area. Your local fire department should be able to tell you which Fire Protection Class your property is in.

Wasco County AL/APD/GL/PR Detailed Loss Run Claim Number Open/Closed Department Claimant Coverage Claim Status Litigation citycounty insurance services **Accident Date** PRDP 1 (Claim Type) Veh. Model / VIN RESERVES **PAYMENTS** COLLECTIONS TOTAL INCURRED Date Reported (Lag) PRDP 2 (Source) Location / Cause Change Reserved Change Paid Change Collected Change Incurred Adjuster PRDP 3 (Accident Type) **Event Description** Category To Date To Date in Period To Date in Period in Period in Period To Date Fiscal Year: 2009-2010 GLWASC2009051302 Closed 03/09/2010 Sheriff Schechtel, No Financials To Report Timothy GL Not Applicable No 08/15/2009 Law enforcement (122)Municipal 12/15/2009 Claimant alleges false arrest, Stouffer False arrest GLWASC2009052407 Closed 07/13/2010 Sheriff Moorehouse, No Financials To Report Clyde GL Not Applicable No 12/26/2009 Law enforcement 05/27/2010 (152) County Claimant alleges that his property was illegally Stouffer Search and seizure seized by OSP. GLWASC2010054571 Closed 12/21/2011 Sheriff Lewis, Virgil No Financials To Report GL Not Applicable No 04/30/2010 Law enforcement (332)03/28/2011 County Claimant alleges negligent infliction of emotional Intervention wrongful Stouffer distress due to alleged mistreatment of his daughter's remains. PRPWAS2009052332 Closed 11/17/2010 Administration Wasco County Expense 0.00 0.00 0.00 865.31 0.00 0.00: 0.00 865,31: Settled No 0.00 0.00 0.00 24,219,72 0.00 0.00: 0.00 24,219.72 Property Damage 12/01/2009 25,085.03 Claim Totals: 25,085,03 0,00 0,00 0.00 0.00 0.00 0.00 Insured Premises / Ice/Freeze Damage 05/21/2010 (171) The County reports property damages to a building Ford at the fairgrounds from a possible frozen water pipe. VAWASC2009050510 Closed 12/03/2009 Public Works Rowan, Jaunita 0.00 0.00 0,00 160.00 0.00 0.00 0.00 160,00 Expense AL-PD Not Applicable No Property Damage 0.00 0.00: 0.00 8.027.00 0.00 0.00 0.00 8.027.00 08/31/2009 Vehicle operation (non-transit) Claim Totals: 0.00 0.00 0.00 8,187.00 0.00 0.00 0,00 8,187.00

09/02/2009

Stouffer

(2)

Venicle

Collision: head-on

Public works truck pulled out in front of claimant

Wasco County AL/APD/GL/PR Detailed Loss Run Claim Number Open/Closed Department Claimant Coverage Claim Status Litigation citycounty insurance services **Accident Date** PRDP 1 (Claim Type) Veh. Model / VIN TOTAL INCURRED RESERVES **PAYMENTS** COLLECTIONS Date Reported (Lag) PRDP Z (Source) Location / Cause Change Change Paid Change Collected Change Incurred Reserved Adjuster PRDP 3 (Accident Type) **Event Description** Category in Period To Date in Period To Date in Period To Date in Period To Date Fiscal Year: 2009-2010 VAWASC2009050930 Closed 12/22/2009 Public Works Pizzola, Rod No Financials To Report AL-PD No Not Applicable 10/23/2009 Vehicle operation (non-transit) 10/27/2009 (4) Vehicle Insured and claimant hit each others door mirrors Rocheleau Sideswipe when passing each other on a two lane street in the Dallos, Oregon. No injuries. VAWASC2009050987 Closed 11/25/2009 Sheriff Bureau of Land 0,00: 0.00: Property Damage 0.00 0.00 1,314,42 0.00 0.00 1,314,42 Management AL-PD Not Applicable No Claim Totals: 0,00 0.00 0,00 1,314.42 0.00 0.00 0,00 1,314.42 07/25/2009 Vehicle operation (non-transit) (103)Vehicle 11/05/2009 Insured had borrowed a 2009 Ford F150 owned by Rocheleau Sideswipe Deschutes County who are self insured, to help with a river rescue. The insured was towing a trailer that 0.00: FY 2009-2010 Bodily Injury 0.00 0.00 0.00: 0.00 0.00: 0.00 0.00 Expense 0.00 0.00 0.00 1,025,31 0.00 0,00 0.00 1,025,31 Category Totals: 0.00 Personal Injury 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Property Damage 0.00 0.00 0.00 33,561.14 0.00 0.00 0.00 33,561.14 Totals: 0.00 34,586.45 0.00 0.00 34,586.45 0.00 0,00 FY 2009-2010 Claims 0.00: Closed 0,00 0.00 34,586,45 0.00 0.00 0.00 34,586.45 Open/Closed Totals: 7 Totals: 0.00 0.00 0.00 34,586.45 0.00 0.00 0.00 34,586.45 Claims FY 2009-2010 Auto Liability 3 0.00 0.00 0.00 9,501.42 0.00 0.00 0,00 9,501,42 Coverage Totals: 0.00 General Liability 3 0.00 0.00: 0.00 0.00 0.00 0.00 0.00

1

7

0.00

0.00

Property

Totals:

0.00

0,00

0.00

0.00

25,085.03

34,586.45

25,085,03

34,586,45

0,00

0.00

0.00:

0.00

0.00

0.00

Wasco County

AL/APD/GL/PR



| | en/Closed aim Status | Department Litigation | Claimant | | | Detailed | Loss Ru | n | cityo | ounty insur | rance serv | ices |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------|------------------------------------|-----------------|------------------|-----------------------|---------------------|---------------------|---------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| | DP 1 (Claim Type) DP 2 (Source) | Veh. Model / VIN Location / Cause | | | 3,000,00,200 | ERVES | | IENTS | COLLE | CTIONS | TOTAL IN | ICURRED |
| Adjuster PR | DP 3 (Accident Type) | Event Description | | Category | Change in Period | Reserved : To Date | Change in Period | Paid To Date | Change in Period | Collected To Date | Change in Period | To Date |
| Fiscal Year: 2010-201 | 11 | | | | | | | | | | 10.47.35.22 | |
| GLWASC2010053023 Cid | osed 07/20/2012 | Sheriff | Geary, Morgan | | | - | | | | | The state of the s | |
| GL No | t Applicable | No | | Bodily Injury | 0.00 | 0.00 | 0.00 | 5,030.78 | 0.00 | 0.00 | 0.00 | 5,030,78 |
| 08/20/2010 Lav | w enforcement | 1 | | Expense | 0,00 | 0.00 | 0,00 | 25.00 | 0.00 | 0.00 | 0.00 | 25.00 |
| 08/24/2010 (4) Co | unty | | | Claim Totals: | 0.00 | 0.00 | 0.00 | 5,055.78 | 0.00 | 0.00 | 0.00 | 5,055.78 |
| | ervention wrongful | A horse ridden by a mer Department Volunteer N spectator at the fair. | | | | | | | | | | |
| GLWASC2010053994 Cid | osed 11/30/2012 | Sheriff | Meyers, Danny Jay | 10.4 | 0.00 | | 0.00 | 0.007.44 | 0.00 | 2.00* | 0.00 | 0.007.44* |
| GL Liti | igated | Yes | | Legal | 0.00 | 0.00 | 0.00 | 8,607,44 | 0.00 | 0.00 | 0.00 | 8,607.44 |
| 07/30/2010 Lav | w enforcement | 1 | | Claim Totals: | 0.00 | 0.00 | 0.00 | 3,607.44 | 0.00 | 0.00 | 0.00 | 8,607.44 |
| 01/03/2011 (157) Co | ounty | 40.00 | N. CHARLES AND THE PARTY. | | | | | | | | | |
| Stouffer Fal | Ise imprisonment | Claimant alleges false in | nprisonment. | | | | | | | | | |
| GLWASC2010058972 CIG | osed 06/12/2013 | Sheriff | Turner, Randall | | | | | | | | - | |
| GL Liti | igated | Yes | ,, , , , , , , , , , , , , , , , , | | | | No Finan | icials To Re | port | | | |
| | prrections | 1 | | | | | | | | | | |
| 09/24/2012 (663) Jai | ils | | | | | | | | | | | |
| The state of the s | edical care | Claimant alleges inadeq jail. | uate medical treatment in | | | | | | | | | |
| GLWASC2011054623 CK | osed 05/05/2011 | Public Works | Overlees, Henry | | | | 10 mm | THE RESERVE THE THE | - 6 | | | |
| GL Do | onled | No | | | | | No Finar | icials To Re | port | | | |
| 03/30/2011 Ro | padways, walkways, bridges | 1 | | | | | | | | | | |
| 03/30/2011 (0) Ro | padways | | | | | | | | | | | |
| Hoyt Su | rrface | Rock from roadway was claimant vehicle. | kicked up and damaged | | | | | | | | | |
| VAWASC2010053837 Cid | osed 12/24/2010 | Sheriff | Bob Stone | | 144 | | | | | | | |
| AL-PD No | t Applicable | No | Freeway | Property Damage | 0.00 | 0.00 | 0,00 | 1,375,97 | 0.00 | 0,00 | 0.00 | 1,375.97 |
| 12/10/2010 Ve | hicle operation (non-transit) | 1 | Autocantor | Claim Totals: | 0.00 | 0.00 | 0.00 | 1,375.97 | 0.00 | 0.00 | 0,00 | 1,375,97 |
| 12/14/2010 (4) Vo | hicle | | | | | | | | | | | |
| Rocheleau Co | ollision: with stationary | The insured backed into at a car dealership. | a new parked 2011 Subaru | | | | | | | | | |

object

Wasco County

Claim Number Coverage

Accident Date

Adjuster

Date Reported (Lag)

Open/Closed Claim Status

Department Litigation

Claimant

AL/APD/GL/PR Detailed Loss Run



citycounty insurance services

PRDP 1 (Claim Type) Veh. Model / VIN PRDP 2 (Source) Location / Cause PRDP 3 (Accident Type) **Event Description** Category

RESERVES Change Reserved in Period To Date

PAYMENTS Change Paid in Period To Date

COLLECTIONS Change Collected To Date In Period

TOTAL INCURRED Change Incurred in Period To Date

Fiscal Year: 2010-2011

VAWASC2010054748 AL-PD

Closed 05/12/2011 Not Applicable

Sheriff No

Wilcox, James

No Financials To Report

10/05/2010 04/20/2011 (197) Vehicle operation (non-transit) Vehicle

Emergency vehicle operation - Code 3

The insured was in a pursuit while in code 3. The insured unit was stopped while other units passed. The claimant drove up behind the insured and

VAVVASC2011054579 AL-PD

Closed 02/02/2012 Settled

Public Works No

Lundy, Sara

Auto Liability

Totals:

General Liability

Property Damage

Claim Totals:

0.00 0.00

0.00 0.00

0.00 0.00

1,095.85 1,095.85

0.00

0.00

0.00

0.00

0.00

1,095.85 0.00 1,095.85

5,030,78

16,135.04

16,135,04

25.00

03/22/2011 03/28/2011

Hoyt

Rocheleau

(6)

Vehicle

Collision; on-coming traffic

Vehicle operation (non-transit)

Insured driver was backing out of a parking space and was hit by oncoming vehicle.

FY 2010-2011 Category Totals: **Bodily Injury** Expense Logal Personal Injury Property Damage

Claims

3

4

7

0.00: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

0.00

0.00

0.00

0.00

0.00 0.00 0.00 0.00

0.00

0.00

25,00 0.00 8,607.44 0.00 0.00 0.00 2,471.82

0.00 0.00 0.00 0.00 0.00 0.00 0.00

0.00:

0.00:

0.00

8,607,44 0.00 0.00 0.00 2,471.82 0,00 0.00 16,135.04

0.00

0.00

0.00

FY 2010-2011 Open/Closed Totals:

FY 2010-2011

Coverage Totals:

Claims Closed Totals:

Totals:

7 0.00 7 0.00

0.00 0.00

0.00

0.00

0.00:

0.00

0.00 0.00

0.00

0.00

0.00

16,135.04 16,135,04

2,471.82

13,663,22

16,135,04

16,135,04

5,030.78

0.00 0.00: 0.00 0.00

0.00

0.00

0.00

0.00: 0.00 2,471.82 0.00: 0.00 13,663,22 16,135.04 0.00 0.00

Wasco County AL/APD/GL/PR Detailed Loss Run Claim Number Open/Closed Department Claimant Coverage Claim Status Litigation citycounty insurance services **Accident Date** PRDP 1 (Claim Type) Veh. Model / VIN RESERVES PAYMENTS COLLECTIONS TOTAL INCURRED Date Reported (Lag) PRDP 2 (Source) Location / Cause Change Reserved Change Paid Change Collected Change Adjuster PRDP 3 (Accident Type) **Event Description** Category in Period To Date in Period To Date In Period To Date in Period Fiscal Year: 2011-2012 GLWASC2011056030 Closed 12/08/2011 Public Works Perkins, Linda and 0.00 0.00 Property Damage 0.00 0,00 1,289,87 0.00 0,00 James GL Settled No Claim Totals: 0.00 0.00 0.00 1,289.87 0.00 0.00 0.00 10/07/2011 Premises and facilities 1 (13) Buildings and grounds 10/20/2011 During a landscape operation a rock was thrown by a Maintenance Hoyt mower, causing damage to claimant's vehicle. GLWASC2012058117 Closed 08/07/2012 Public Works Armour, Connie No Financials To Report GL Not Applicable No 06/28/2012 Roadways, walkways, bridges (1) 06/29/2012 Roadways Claimant alleges vehicle damage as a result of Maintenance Hoyt county negligent road maintenance after a chip seal project. GLWASC201205811B Closed 08/07/2012 Public Works Matney, Brandon No Financials To Report GL No Not Applicable 06/28/2012 Roadways, walkways, bridges 06/29/2012 (1) Roadways Claimant alleges vehicle damage as a result of Hoyt Maintenance county negligent road maintenance after a chip seal project. GLWASC2012059291 Closed 10/30/2014 Sheriff Warren, Estate of No Financials To Report Jennifer GL Litigated Yes

| AL-PD | |
|------------|--|
| 01/03/2012 | |

VAWASC2012056574

05/20/2012

10/29/2012

Stouffer

Paola

Closed 02/06/2012 Not Applicable

Crimes of parolees

Public Works

LaDouceur, Kris

No Financials To Report

(162)

Vehicle operation (non-transit)

No

parole led to murder of Jennifer Warren.

Claimant alleges failure to supervise person on

01/04/2012 (1) Vehicle

Vehicle load

Corrections

Parole

Claimant alleges Wasco County sanding truck failed to shut off sander and sprayed claimant's vehicle

with rocks.

Confidential Information

Claims since: 7/1/2009 As of: 05/31/2016

Change in Period Dates: 05/01/2016 to 05/31/2016 Red text: Financial change(s) in month

Page: 5 Printed: 6/2/2016

Incurred

To Date

1,289,87

1,289,87

Wasco County

AL/APD/GL/PR



| Claim Number | Open/Closed | Department | Claimant | | | | Detailed | Loss Ru | n | | | | |
|--------------------------------------------|--------------------------------------------------|----------------------------------------------|-------------------|------------------------------------|--------|-----------|-------------------|----------------------|--------------------------|----------------------|---------------|----------------------|--------------------------|
| Coverage Accident Date Date Reported (Lag) | Claim Status PRDP 1 (Claim Type) PRDP 2 (Source) | Litigation Veh. Model / VIN Location / Cause | | | | RES | ERVES Reserved | PAYM Change | MENTS Paid | _ | COUNTY INSUIT | | ICURRED Incurred |
| Adjuster | PRDP 3 (Accident Type) | Event Description | | Category | | in Period | To Date | in Period | To Date | in Period | To Date | in Period | To Date |
| | | Y 2011-2012 tegory Totals: | | Bodily Inju Legal Property D | | 0.00 | 0.00 | 0,00 0.00 0.00 | 0.00 0.00 1,289.87 | 0.00 0.00 0.00 | 0.00 | 0.00 0.00 0.00 | 0.00 0.00 1,289,87 |
| | | | | Totals: | amaga | 0.00 | 0.00 | 0.00 | 1,289.87 | 0.00 | 0.00 | 0,00 | 1,289.87 |
| | FY 201 | 11-2012 | | | Claims | | | | | | | | |
| | Open/Clo | sed Totals: | | Closed | 5 | 0,00 | 0.00 | 0.00 | 1,289,87 | 0,00 | 0.00 | 0.00 | 1,289,87 |
| | Openicio | seu Totals. | | Totals: | 5 | 0.00 | 0,00 | 0.00 | 1,289,87 | 0.00 | 0,00 | 0.00 | 1,289.87 |
| - | FY 20° | 11-2012 | | | Claims | | | | | - | | | |
| | | | Auto Liability | | 1 | 0.00 | 0.00 | 0.00 | 0,00 | 0,00 | 0.00 | 0.00 | 0.00 |
| | Coverag | Coverage Totals: | General Liability | 1 | 4 | 0.00 | 0.00 | 0.00 | 1,289.87 | 0,00 | 0.00 | 0.00 | 1,289.87 |
| | | | Totals: | | 5 | 0.00 | 0.00 | 0.00 | 1,289.87 | 0.00 | 0.00 | 0.00 | 1,289.87 |

Wasco County AL/APD/GL/PR Detailed Loss Run Claim Number Open/Closed Department Claimant Coverage Claim Status Litigation citycounty insurance services **Accident Date** PRDP 1 (Claim Type) Veh. Model / VIN **PAYMENTS** TOTAL INCURRED RESERVES COLLECTIONS Date Reported (Lag) PRDP 2 (Source) Location / Cause Change Paid Change Change Reserved Change Collected incurred Adjuster PRDP 3 (Accident Type) **Event Description** Category in Period To Date in Period To Date in Period To Date in Period To Date Fiscal Year: 2012-2013 GLWASC2012058759 Closed 09/10/2012 Sheriff Hendon, Lawrence No Financials To Report GL No 08/23/2012 Law enforcement 08/28/2012 (5) County Claimant alleges he was arrested without probable Stouffer False arrest VAWASC201205901B Other Closed 10/18/2012 Webber, Theresa No Financials To Report AL-PD No Not Applicable 09/26/2012 Vehicle operation (non-transit) 09/27/2012 (1) Vehicle Rock fell from County vehicle hitting claimant Hoyt Vahicle struck by object windshield and causing damage. VAWASC2012059330 Closed 01/04/2013 Public Works DeVore, Aja 0.00 0.00 Property Damage 0.00 0.00 1,282,48 0.00 0.00 1,282,48 AL-PD No Claim Totals: 0.00 0.00 0,00 1,282,48 0,00 0.00 0.00 1,282,48 11/01/2012 Vehicle operation (non-transit) (4) 11/05/2012 Vehicle The insured backed into the claimant. There were Rocheleau Collision: no other no injurios reported. classification FY 2012-2013 Personal Injury 0.00 0.00 0.00 0.00: 0.00 0.00: 0.00: 0.00 0.00 1,282.48 0.00 Property Damage 0.00 0,00 0.00 0.00 1,282.48 Category Totals: Totals: 0.00 0,00 0,00 1,282,48 0.00 0.00 0,00 1,282,48 FY 2012-2013 Claims 0.00 0.00: 0.00 0.00 1.282.48 0.00 0.00 1,282,48 Closed 3 Open/Closed Totals: Totals: 3 0.00 0.00 0.00 1,282,48 0.00 0.00 0,00 1,282,48

Claims

2

1

3

0.00

0,00

0.00

Auto Liability

Totals:

General Liability

FY 2012-2013

Coverage Totals:

0.00

0.00:

0.00

0.00

0,00

0.00

1,282.48

1,282,48

0.00:

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1,282.48

1,282,48

0.00

Wasco County AL/APD/GL/PR Detailed Loss Run Claim Number Open/Closed Department Claimant Claim Status Litigation Coverage citycounty insurance services **Accident Date** PRDP 1 (Claim Type) Veh. Model / VIN RESERVES PAYMENTS COLLECTIONS TOTAL INCURRED Date Reported (Lag) PRDP 2 (Source) Location / Cause Change Change Paid Change Collected Change Incurred Reserved Adjuster PRDP 3 (Accident Type) **Event Description** Category in Period To Date in Period To Date in Period To Date in Period To Date Fiscal Year: 2013-2014 GLWASC2013063099 Clased 09/29/2015 Sheriff Adams, Peggy No Financials To Report GL No 09/27/2013 Law enforcement 01/31/2014 (126)County Claimant alleges she tripped while shackled and Stouffer Prisoner transport deputy negligent in not guiding her. GLWASC2013064662 Closed 12/24/2014 Sheriff Brantner, Richard No Financials To Report GL No 12/11/2013 Law enforcement 08/05/2014 (237)County Claimant alleges false arrest and excessive force. Stouffer False arrest GLWASC2014064363 Closed 09/10/2014 Sheriff Holbrooke, No Financials To Report Kenneth GL No 01/15/2014 Corrections 07/07/2014 (173)Jails Claimant alleges negligent medical care while in jail. Stouffer Medical care Cross-reference claim 64364. GLWASC2014065433 Herrera, Prince Open Juvenile Bodily Injury -35,000.00 0.00 35,000.00 35,000.00 0.00 0.00: 0.00 35,000.00: GL Yes Litigated 0.00 24,967.02 0.00 25,032.98 0.00 0.00 0.00 50,000.00 Legal 04/25/2014 Social services Claim Totals: -35,000.00 24,967.02 35,000.00 60,032,98 0.00 0.00 0.00 85,000.00 10/29/2014 (187)Family services Claimant alleges that juvenile department failed to Stauffer Child protection follow child abuse protocol, leading to injury to the claimant. Closed 11/04/2013 PRPWASC2013061780 Building Wasco County 0.00: 0.00: 1,184.64 Expense 0.00 0.00 1,184,64 0.00 0.00 PRP No

Property Damage

Claim Totals:

08/29/2013

08/30/2013

LeRoy

(1)

Courthouse / Flood/Water Damage

etc.

Toilet supply line ruptured and caused water loss to

first floor offices, downstairs jury room and hallways,

0.00:

0.00

0.00

0.00

13,547,27

14,731.91

0.00

0.00

13,547.27

14,731.91

0.00

0.00

0.00

0.00

0.00

0.00

Wasco County

AL/APD/GL/PR



| | | | | | | | LIAPU | / GL/FI | 1 | | | | |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------|----------------------|--------|---------------------|---------------------|---------------------|-----------------|---------------------|----------------------|---------------------|---------------------|
| Claim Number | Open/Closed | Department | Claimant | | | | Detailed | Loss Ru | in | | 6 | | |
| Coverage | erage Claim Status dent Date PRDP 1 (Claim Type) Reported (Lag) PRDP 2 (Source) ester PRDP 3 (Accident Type) | Litigation | | | | | | 2000 1 10 | | cityo | ounty insur | rance serv | rices |
| Accident Date | | Veh. Model / VIN | | | | RESE | ERVES | PAYM | MENTS | COLLE | CTIONS | TOTAL II | NCURRED |
| Date Reported (Lag) Adjuster | | Event Description | | Category | | Change in Period | Reserved To Date | Change in Period | Paid To Date | Change in Period | Collected To Date | Change in Period | Incurred To Date |
| Fiscal Year: 201 | 3-2014 | | | | | | | | | | | | |
| VAVVASC2014063167 | Closed 04/26/2014 | Public Works | Maes, Bonnie | | | 272.0 | | 2000 | | | | - | 444 |
| AL-PD | | No | | Expense | | 0,00 | 0.00 | 0.00 | 26.00 | 0.00 | 0.00 | 0.00 | 26.00 |
| 02/10/2014 | Vehicle operation (non-transit) | 1 | | Property Da | amage | 0,00 | 0,00 | 0.00 | 7,400,00 | 0,00 | 0.00 | 0,00 | 7,400.00 |
| 02/10/2014 (0) | Vehicle | | | Claim Tota | ls: | 0.00 | 0.00 | 0.00 | 7,426.00 | 0.00 | 0.00 | 0.00 | 7,426.00 |
| Rocheleau | Parked vehicle | The insured vehicle was into the claimant's vehicl parked. | moving snow and backed e that had stopped and | | | | | | | | | | |
| | FY 2013- | -2014 | | | | 0,00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 |
| | Category | Totals: | | Bodily Injur | У | -35,000.00 | 0.00 | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 0.00 | 35,000.00 |
| | -Liego., | | | Expense | | 0.00 | 0,00 | 0,00 | 1,210.64 | 0.00 | 0,00 | 0.00 | 1,210.64 |
| | | | | Legal Personal In | due | 0.00 | 24,967.02 | 0.00 | 25,032.98 | 0.00 | 0.00 | 0.00 | 50,000.00 |
| | | | | Property D | | 0.00 | 0.00 | 0.00 | 20,947.27 | 0.00 | 0.00 | 0.00 | 20,947,27 |
| | | | | Totals: | | -35,000.00 | 24,967.02 | 35,000.00 | 82,190.89 | 0.00 | 0,00 | 0.00 | 107,157.91 |
| | FY 2013 | -2014 | | | Claims | | | | | | | | |
| | Open/Close | | | Open | 1 | -35,000.00 | 24,967.02 | 35,000.00 | 60,032.98 | 0.00 | 0.00 | 0.00 | 85,000.00 |
| | Open/Close | eu Totais. | | Closed | 5 | 0.00 | 0.00 | 0.00 | 22,157,91 | 0.00 | 0,00 | 0.00 | 22,157.91 |
| | | | | Totals: | 6 | -35,000.00 | 24,967.02 | 35,000.00 | 82,190.89 | 0.00 | 0,00 | 0.00 | 107,157.91 |
| | FY 2013 | -2014 | | | Claims | | | | | | | | |
| | Coverage | | Auto Liability | | 1 | 0.00 | 0.00 | 0.00 | 7,426.00 | 0.00 | 0.00 | 0.00 | 7,426.00 |
| | Soverage | iotais. | General Liability | | 4 | -35,000,00 | 24,967.02 | 35,000,00 | 60,032.98 | 0.00 | 0,00 | 0.00 | 85,000.00 |
| | | | Property | | 1 | 0,00 | 0.00 | 0,00 | 14,731.91 | 0.00 | 0,00 | 0.00 | 14,731.91 |
| | | | Totals: | | 6 | -35,000.00 | 24,967.02 | 35,000.00 | 82,190,89 | 0.00 | 0.00 | 0.00 | 107,157.91 |

Wasco County AL/APD/GL/PR Detailed Loss Run Department Claimant Claim Number Open/Closed Claim Status Litigation Coverage citycounty insurance services **Accident Date** PRDP 1 (Claim Type) Veh. Model / VIN RESERVES **PAYMENTS** COLLECTIONS TOTAL INCURRED Date Reported (Lag) PRDP 2 (Source) Location / Cause Change Reserved Change Paid Change Collected Change Incurred Adjuster PRDP 3 (Accident Type) **Event Description** Category in Period To Date in Period To Date in Period To Date in Period To Date Fiscal Year: 2014-2015 GLWASC2014065811 Closed 12/12/2014 Public Works Abbett, Kenneth 0.00: 980.80 0.00: Property Damage 0,00 0,00 0.00 0.00 980,80 GL No Claim Totals: 0.00 0.00 0.00 930.30 0.00 0.00 0.00 980.80 12/08/2014 Roadways, walkways, bridges 12/09/2014 (1) Roadways County crew was cleaning ditches and claimant Maintenance Hoyt vehicle was sprayed with debris as he drove past the operation, GLWASC2014065875 Closed 02/09/2015 Administration Morris, Monica No Financials To Report GL Denied No 12/16/2014 Administration 12/16/2014 (0) Finance DA filed complaint with DOJ that Finance Director McWilliams Accounts payable was acting outside her statutory authority when she practices issued a payroll advance to employee. PRPWASC2014065163 Closed 10/31/2014 Administration **Wasco County** Property Damage 0.00 0.00 0,00 31,065.34 0.00 0.00: 0.00 31,065.34 PRP No Claim Totals: 0,00 0.00 0.00 31,065,34 0.00 0.00 0.00 31,065,34 09/14/2014 09/29/2014 (15) Insured Premises / Sewer Member experienced pipe rupture (unknown cause) Ramm between floors in nursing home facility. Building PRPWASC2014065180 Closed 11/03/2014 **Wasco County** 0,00: Property Damage 0.00 0.00 0.00 7,323.41 0.00 0.00 7,323,41 PRP No Claim Totals: 0.00 0.00 0.00 7,323,41 0.00 0.00 0.00 7,323.41 09/22/2014 09/22/2014 Insured Premises / Misc Act of a Crime (0) Vandals turned hose into county building causing Stouffor flooding.

Wasco County

AL / APD / GL / PR Detailed Loss Run



| Claim Number Coverage | Open/Closed Claim Status | im Status Litigation DP 1 (Claim Type) Veh. Model / VIN | | | | | Detailed | Loss Ru | ın | city | county insu | | ices |
|----------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------|-------------------|------------|--------|-----------------------------|------------------------|---------------------|--------------------|------|-------------------|-----------|--------------------------|
| Accident Date Date Reported (Lag) Adjuster | PRDP 1 (Claim Type) PRDP 2 (Source) PRDP 3 (Accident Type) | Veh. Model / VIN Location / Cause Event Description | | Category | | RESI Change in Period | ERVES Reserved To Date | Change In Period | MENTS Paid To Date | | Collected To Date | | VCURRED Incurred To Date |
| | | FY 2014-2015 ategory Totals: | | Property D | Damage | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 | 0,00 |
| | Categor | y lotais: | | Totals: | | 0.00 | 0.00 | 0,00 | 39,369,55 | 0.00 | 0.00 | 0.00 | 39,369.55 |
| | FY 20° | 2014-2015 | | | Claims | | | | | | | | |
| | | sed Totals: | | Closed | 4 | 0.00 | 0.00 | 0.00 | 39,369.55 | 0.00 | 0.00 | 0.00 | 39,369.55 |
| | Open/Gio | seu Totals. | | Totals: | 4 | 0.00 | 0.00 | 0.00 | 39,369.55 | 0.00 | 0.00 | 0.00 | 39,369.55 |
| | FY 201 | FY 2014-2015 Coverage Totals: | | | Claims | | | | | | | | |
| | | | General Liability | | 2 | 0,00 | 0.00 | 0.00 | 980,80 | 0.00 | 0.00 | 0.00 | 980.80 |
| | Coverag | | Property | | 2 | 0.00 | 0,00 | 0.00 | 38,388.75 | 0.00 | | 0,00 | 38,388.75 |
| | | Totals: | | 4 | 0.00 | 0.00 | 0.00 | 39,369,55 | 0.00 | 0.00 | 0.00 | 39,369.55 | |
| | | | | | | | | | | | | | |

Wasco County

AL/APD/GL/PR Detailed Loss Run



| Claim Number Coverage | Open/Closed Claim Status | Department Litigation | | | Detailed Loss Run | | | | citycounty insurance services | | | | |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------------|----------------------------|-------------------|-----------------------------|---------------------|-----------------------------|-----------------------------------|----------------------|-----------------------------|---------------------------------|-----------------------------------|
| Accident Date Date Reported (Lag) Adjuster Fiscal Year: 201 | PRDP 1 (Claim Type) PRDP 2 (Source) PRDP 3 (Accident Type) 5-2016 | Veh. Model / VIN Location / Cause Event Description | | Category | | RESI Change in Period | Reserved To Date | PAYM Change in Period | Paid To Date | 1000 | COTIONS Collected To Date | TOTAL IN Change in Period | ICURRED Incurred To Date |
| ALWASC2015067270 AL-PD 08/05/2015 08/07/2015 (2) Stouffer | Closed 11/19/2015 Vehicle operation (non-transit) Vehicle Emergency vehicle operation | | | Bodily Injur Property D | amage | 0.00 0.00 0.00 | 0,00 | 0.00 0.00 0.00 | 4,491,00 6,537.59 11,028.59 | 0.00 | 0.00 0.00 0.00 | 0.00 | 4,491.00 6,537.59 11,028.59 |
| ALWASC2015067706 AL-PD 09/04/2015 09/29/2015 (25) Rocheleau | Closed 01/12/2016 Vehicle operation (non-transit) Driver Error Emergency vehicle operation | Sheriff No EXPLORER / 1FM5K8AI Claimant was rear-ended | | Bodily Inju Property D | amage | 0.00 | 0.00 | 0.00 0.00 0.00 | 429.18 594.00 1,023.18 | 0.00 | 0.00 | 0.00 0.00 a.aa | 429.18 594.00 1,023.18 |
| | FY 2015- Category | | | Bodily Inju Property D | | 0.00 0.00 0.00 | 0.00 | 0.00 0.00 | 4,920.18 7,131.59 12,051.77 | 0.00 0.00 0.00 | 0.00 | 0.00 0.00 0.00 | 4,920.18 7,131.59 12,051.77 |
| | FY 2015 Open/Close | | | Closed Totals: | Claims 2 2 | 0.00 | 0.00 | 0.00 | 12,051.77 12,051.77 | 0,00 | | 0.00 | 12,051.77 12,051.77 |
| | FY 2015 Coverage | | Auto Liability Totals: | | Claims 2 2 | 0.00 | 0.00 | 0,00 | 12,051.77 | 0.00 | | 0.00 | 12,051.77 12,051.77 |

AL / APD / GL / PR Detailed Loss Run



citycounty insurance services

Grand Totals

| | | | | | | | chycoonly moorance services | | | | | |
|-------------------|--------------|--------|---------------------|---------------------|---------------------|-----------------|-----------------------------|----------------------|---------------------|---------------------|--|--|
| | | | RES | ERVES | PAY | MENTS | COLLE | CTIONS | TOTAL IN | CURRED | | |
| | Category | | Change in Period | Reserved To Date | Change in Period | Paid To Date | Change in Period | Collected To Date | Change in Period | Incurred To Date | | |
| | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| | Bodily Injur | ry | -35,000.00 | 0.00 | 35,000.00 | 44,950.96 | 0.00 | 0.00 | 0.00 | 44,950.96 | | |
| | Expense | 75. | 0.00 | 0.00 | 0,00 | 2,260.95 | 0.00 | 0.00 | 0.00 | 2,260.95 | | |
| | Legal | | 0.00 | 24,967,02 | 0.00 | 33,640.42 | 0.00 | 0.00 | 0.00 | 58,607,44 | | |
| | Personal Ir | njury | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| | Property D | amage | 0.00 | 0.00 | 0.00 | 106,053.72 | 0.00 | 0.00 | 0.00 | 106,053,72 | | |
| | Totals: | | -35,000.00 | 24,967.02 | 35,000.00 | 186,906.05 | 0.00 | 0.00 | 0.00 | 211,873.07 | | |
| | | Claims | | | | | | | | | | |
| | Open | 1 | -35,000,00 | 24,967.02 | 35,000,00 | 60,032.98 | 0.00 | 0.00 | 0.00 | 85,000.00 | | |
| | Closed | 33 | 0.00 | 0.00 | 0.00 | 126,873.07 | 0.00 | 0.00 | 0.00 | 126,873.07 | | |
| | Totals: | 34 | -35,000.00 | 24,967.02 | 35,000.00 | 186,906.05 | 0.00 | 0.00 | 0.00 | 211,873.07 | | |
| | | Claims | | | | | | | | | | |
| Auto Liability | | 12 | 0.00 | 0.00 | 0.00 | 32,733,49 | 0.00 | 0.00 | 0.00 | 32,733.49 | | |
| General Liability | | 18 | -35,000,00 | 24,967,02 | 35,000,00 | 75,966,87 | 0.00 | 0.00 | 0.00 | 100,933.89 | | |
| Property | | 4 | 0.00 | 0.00 | 0.00 | 78,205.69 | 0,00 | 0.00 | 0,00 | 78,205.69 | | |
| | | | | | | | | | | | | |



Workers' compensation insurance proposal for

WASCO COUNTY

MIKE COURTNEY COURTNEY INSURANCE AGENCY INC P: 541.296.4604 F: 541.298.5351

mike@courtneyinsure.com



May 26, 2016

MIKE COURTNEY PO BOX 580 THE DALLES, OR 97058-0580

Re: WASCO COUNTY

Policy: 482892

Dear MIKE COURTNEY:

This business's workers' compensation policy with SAIF Corporation renews on 07/01/2016. I authorized the rates and plan(s) shown on the enclosed premium estimate(s).

To elect coverage

Sign and return the Notice of Election before the effective date of 07/01/2016.

To elect a premium prepayment discount

Remit the first payment to SAIF by 07/10/2016 along with the enclosed prepay installment form. The business will not receive the prepay discount if the payment is late.

Verifiable time records

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, timecards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, go to saif.com / Employer Guide / Reporting payroll / Verifiable time records.

SAIF Corporation strives to provide our customers with the best services available at the lowest possible cost. We appreciate your confidence in us and look forward to working with you and our mutual customers to achieve this goal. Please feel free to contact me whenever you need assistance.

Sincerely,

Deserie Staats Underwriter P: 503,373,8833 or 800,285,8525 F: 503,584,8833 dessta@saif.com



Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

Plan: 1

| Class | Description | Estimated Payroll | Rate | Estimated Premium |
|-----------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------|
| | | | | |
| 0050 | Weed Control Incl Dr | \$61,645 | 4.75 | \$2,928 |
| 5506 | Street/Rd Const-Fnl Grad/Pve/Rep/Dr | \$972,525 | 7.07 | \$68,758 |
| 7720 | Police Officers & Dr | \$1,648,960 | 2.67 | \$44,027 |
| 8380 | City/County-Veh/Equip Repr Shop-Dr | \$95,850 | 3.19 | \$3,058 |
| 8411 | Vol Dpty Sheriff @3400/Mo Ea | \$170,000 | 1.60 | \$2,720 |
| 8742 | Field Representatives | \$87,729 | .24 | \$211 |
| 8810 | Office Clerical | \$2,158,336 | .14 | \$3,022 |
| 8820 | Attorney & Cler/Messenger/Dr | \$481,600 | .15 | \$722 |
| 9015 | | | | |
| | Buildings-Ops By Owner/Lessee & Drivers | \$180,130 | 3.15 | \$5,674 |
| 9016 | County Fairs/Dr | \$23,997 | 2.57 | \$617 |
| 9402 | Highwy Oper/Snow Remvl Only/Dr | \$41,042 | 5.14 | \$2,110 |
| 9410 | Municipal/Twn/Cnty/State Emp-Noc | \$856,803 | 1.42 | \$12,167 |
| 0042 | Street/Rd Beautificatn Incl Dr | \$0 | 5.67 | \$0 |
| 5213 | Concrete Construction Noc | \$0 | 5.17 | \$0 |
| 5507 | Street/Rd Const-Rdbed/Subase-Dr | \$0 | 4.85 | \$0 |
| 5508 | Street/Rd Const-Rock Excav-Dr | \$0 | 13.47 | \$0 |
| 7024 M | Vessels-Noc-State Act | \$0 | 4.20 | \$0 |
| 7720 | Police Matrons/Juvenile Officers/Dr | \$0 | 2.67 | \$0 |
| 7720 | County Search And Rescue- Volunteer | \$0 | 2.67 | \$0 |
| 7720 | Inmates @ 9,25/Hr Ea | \$0 | 2.67 | \$0 |
| 8831 | Dog Pounds-Incl Dog Catcher/Dr | \$0 | 1.41 | \$0 |
| 9101 | College/Schools-Al Other Emp | \$0 | 3,35 | \$0 |
| 9102 | Park Noc-All Employees & Dr | \$0 | 3,24 | \$0 |
| 7720 | Vol Emergency Management VOL@\$9,25/hour | \$0 | 2.67 | \$0 |
| 7720 | Vol Explorer Scouts VOL@\$9.25/hour | \$0 | 2.67 | \$0 |
| 7720 | Vol Police Cadet VOL@\$9.25/hour | \$0 | 2,67 | \$0 |
| 8810 | Vol Election Poll Workers VOL@\$9.25/hour | \$0 | ,14 | \$0 |
| 8835 | Vol Health Care Workers VOL@\$9.25/hour | \$0 | 3.24 | \$0 |
| | Total Payr | oll \$6,778,617 | | |
| | | | \$146,012 | |
| | Experience | × | 79 | |
| | , n | | \$115,350 | |
| | Quarterly Prep | √ 5 - | \$1,154 | |
| | Balance to Minimum | A STATE OF THE PARTY OF THE PAR | + | \$100 |
| | S | | \$114,296 | |
| | | Premium Discount | - | \$16,092 |
| | Dis | counted Premium | | \$98,204 |
| | | Terrorism Premium | + | \$678 |
| licy Proposal P | neliah BramEst | | | Created on 05/26/2016 |

Created on 05/26/2016



Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

Plan: 1

Catastrophe Premium + \$678

DCBS Premium Assessment @ 6.2% + \$6,166

Total Premiums and Assessments \$105,726

Quarterly Prepay Installment \$26,431

Premium discount
schedule
First \$3,500 0.0%
Next \$14,500 10.0%
Next \$82,000 15.0%
Over \$100,000 16.5%

Payroll Reporting Frequency: Annual

Maritime coverage at limit of \$500,000 with \$100 minimum premium.

Terrorism premium = total payroll / $100 \times .01$ Catastrophe premium = total payroll / $100 \times .01$

DCBS Premium Assessment excludes federal premium.

Premium and rating factors will change on your anniversary rating date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.



Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

Plan: 2

| Class | Description | Estimated Payroll | Rate | Estimated Premium |
|------------------|-------------------------------------------|-------------------------------------------------------------------------|-------|-----------------------|
| | | | | |
| 0050 | Weed Control Incl Dr | \$61,645 | 4.75 | \$2,928 |
| 5506 | Street/Rd Const-Fnl Grad/Pve/Rep/Dr | \$972,525 | 7.07 | \$68,758 |
| 7720 | Police Officers & Dr | \$1,648,960 | 2.67 | \$44,027 |
| 8380 | City/County-Veh/Equip Repr Shop-Dr | \$95,850 | 3.19 | \$3,058 |
| 8411 | Vol Dpty Sheriff @3400/Mo Ea | \$170,000 | 1.60 | \$2,720 |
| 8742 | Field Representatives | \$87,729 | .24 | \$211 |
| 8810 | Office Clerical | \$2,158,336 | .14 | \$3,022 |
| 8820 | Attorney & Cler/Messenger/Dr | \$481,600 | .15 | \$722 |
| 9015 | Buildings-Ops By Owner/Lessee & Drivers | \$180,130 | 3.15 | \$5,674 |
| 9015 | County Fairs/Dr | | 2.57 | \$617 |
| | | \$23,997 | | |
| 9402 | Highwy Oper/Snow Remyl Only/Dr | \$41,042 | 5.14 | \$2,110 |
| 9410 | Municipal/Twn/Cnty/State Emp-Noc | \$856,803 | 1.42 | \$12,167 |
| 0042 | Street/Rd Beautificatn Incl Dr | \$0 | 5.67 | \$0 |
| 5213 | Concrete Construction Noc | \$0 | 5.17 | \$0 |
| 5507 | Street/Rd Const-Rdbed/Subase-Dr | \$0 | 4.85 | \$0 |
| 5508 | Street/Rd Const-Rock Excav-Dr | \$0 | 13.47 | \$0 |
| 7024 M | Vessels-Noc-State Act | \$0 | 4.20 | \$0 |
| 7720 | Police Matrons/Juvenile Officers/Dr | \$0 | 2.67 | \$0 |
| 7720 | County Search And Rescue- Volunteer | \$0 | 2.67 | \$0 |
| 7720 | Inmates @ 9,25/Hr Ea | \$0 | 2.67 | \$0 |
| 8831 | Dog Pounds-Incl Dog Catcher/Dr | \$0 | 1.41 | \$0 |
| 9101 | College/Schools-Al Other Emp | \$0 | 3.35 | \$0 |
| 9102 | Park Noc-All Employees & Dr | \$0 | 3.24 | \$0 |
| 7720 | Vol Emergency Management VOL@\$9.25/hour | \$0 | 2.67 | \$0 |
| 7720 | Vol Explorer Scouts VOL@\$9.25/hour | \$0 | 2.67 | \$0 |
| 7720 | Vol Police Cadet VOL@\$9.25/hour | \$0 | 2.67 | \$0 |
| 8810 | Vol Election Poll Workers VOL@\$9.25/hour | \$0 | .14 | \$0 |
| 8835 | Vol Health Care Workers VOL@\$9.25/hour | <u></u> \$0 | 3,24 | \$0 |
| | Total Payro | \$6,778,617 | | |
| | | Manual Premium | | \$146,012 |
| | Experience | Rating Modification | X | .79 |
| | | lodified Premium | | \$115,350 |
| | Annual Prepa | ay Discount (3.5%) | - | \$4,037 |
| | Balance to Minimum | | + | \$100 |
| | | 1 T W-7 SW 12 SW 17 T T T T T SW 18 T T T T T T T T T T T T T T T T T T | | |
| | Si | tandard Premium | | \$111,412 |
| | | Premium Discount | i i | \$15,617 |
| | Disc | counted Premium | | \$95,796 |
| | | Terrorism Premium | + | \$678 |
| olicy Proposal P | arket Premier | | | Created on 05/26/2016 |

Created on 05/26/2016



Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

Plan: 2

Catastrophe Premium + \$678

DCBS Premium Assessment @ 6.2% + <u>\$6,017</u>

Total Premiums and Assessments \$103,169

Annual Prepay Installment \$103,169

| Premium discount schedule | | | | | | |
|---------------------------|-----------|-------|--|--|--|--|
| First | \$3,500 | 0.0% | | | | |
| Next | \$14,500 | 10.0% | | | | |
| Next | \$82,000 | 15.0% | | | | |
| Over | \$100,000 | 16.5% | | | | |

Payroll Reporting Frequency: Annual

Maritime coverage at limit of \$500,000 with \$100 minimum premium.

Terrorism premium = total payroll / $100 \times .01$

Catastrophe premium = total payroll / 100 x .01

DCBS Premium Assessment excludes federal premium.

Premium and rating factors will change on your anniversary rating date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.



Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

> Plan: 3

| Class | Description | Estimated Payroll | Rate | Estimated Premium |
|------------------|-------------------------------------------|----------------------|-------|-----------------------|
| | | | | |
| 0050 | Weed Control Incl Dr | \$61,645 | 4.75 | \$2,928 |
| 5506 | | | 7.07 | |
| | Street/Rd Const-Fnl Grad/Pve/Rep/Dr | \$972,525 | | \$68,758 |
| 7720 | Police Officers & Dr | \$1,648,960 | 2.67 | \$44,027 |
| 8380 | City/County-Veh/Equip Repr Shop-Dr | \$95,850 | 3.19 | \$3,058 |
| 8411 | Vol Dpty Sheriff @3400/Mo Ea | \$170,000 | 1.60 | \$2,720 |
| 8742 | Field Representatives | \$87,729 | .24 | \$211 |
| 8810 | Office Clerical | \$2,158,336 | .14 | \$3,022 |
| 8820 | Attorney & Cler/Messenger/Dr | \$481,600 | .15 | \$722 |
| 9015 | Buildings-Ops By Owner/Lessee & Drivers | \$180,130 | 3.15 | \$5,674 |
| 9016 | County Fairs/Dr | \$23,997 | 2.57 | \$617 |
| 9402 | Highwy Oper/Snow Remvl Only/Dr | \$41,042 | 5.14 | \$2,110 |
| 9410 | Municipal/Twn/Cnty/State Emp-Noc | \$856,803 | 1.42 | \$12,167 |
| 0042 | Street/Rd Beautificatn Incl Dr | \$0 | 5.67 | \$0 |
| 5213 | Concrete Construction Noc | \$0 | 5.17 | \$0 |
| 5507 | Street/Rd Const-Rdbed/Subase-Dr | \$0 | 4.85 | \$0 |
| 5508 | Street/Rd Const-Rock Excav-Dr | \$0 | 13.47 | \$0 |
| 7024 M | Vessels-Noc-State Act | \$0 | 4.20 | \$0 |
| 7720 | Police Matrons/Juvenile Officers/Dr | \$0 | 2.67 | \$0 |
| 7720 | County Search And Rescue- Volunteer | \$0 | 2.67 | \$0 |
| 7720 | Inmates @ 9.25/Hr Ea | \$0 | 2.67 | \$0 |
| 8831 | Dog Pounds-Incl Dog Catcher/Dr | \$0 | 1.41 | \$0 |
| 9101 | College/Schools-Al Other Emp | \$0 | 3.35 | \$0 |
| 9102 | Park Noc-All Employees & Dr | \$0 | 3.24 | \$0 |
| 7720 | Vol Emergency Management VOL@\$9.25/hour | \$0 | 2.67 | \$0 |
| 7720 | Vol Explorer Scouts VOL@\$9.25/hour | \$0 | 2.67 | \$0 |
| 7720 | Vol Police Cadet VOL@\$9,25/hour | \$0 | 2.67 | \$0 |
| 8810 | Vol Election Poll Workers VOL@\$9.25/hour | \$0 | .14 | \$0 |
| 8835 | Vol Health Care Workers VOL@\$9.25/hour | \$0 | 3.24 | \$0 |
| | Total Payroll | \$6,778,617 | | |
| | Ma | nual Premium | | \$146,012 |
| | | ing Modification | × | |
| | Mod | inea Freimain | | \$115,550 |
| | Balance to Minimum Pro | emium Maritime | + | \$100 |
| | Stan | dard Premium | | \$115,450 |
| | Pre | emium Discount | | \$16,283 |
| | Discou | nted Premium | | \$99,167 |
| | Ter | rorism Premium | + | \$678 |
| | Catas | trophe Premium | + | \$678 |
| olicy_Proposal_P | acket_PremEst | | | Created on 05/26/2016 |



Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

> Plan: 3

DCBS Premium Assessment @ 6.2%

\$6,226

Total Premiums and Assessments

\$106,749

| Pre | emium discou schedule | int |
|-------|--------------------------|-------|
| First | \$3,500 | 0.0% |
| Next | \$14,500 | 10.0% |
| Next | \$82,000 | 15.0% |
| Over | \$100,000 | 16.5% |

Payroll Reporting Frequency: Monthly

Maritime coverage at limit of \$500,000 with \$100 minimum premium.

Terrorism premium = total payroll / 100 x .01
Catastrophe premium = total payroll / 100 x .01
DCBS Premium Assessment excludes federal premium.

Premium and rating factors will change on your anniversary rating date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.



Plan description for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

Guaranteed Cost Plan

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

Premium payment terms - Plan 3

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to **saif.com** to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

Your premium, including the terrorism premium, catastrophe premium, and the Department of Consumer and Business Services premium assessment, is payable with each payroll report.

SAIF adds interest at the rate of one percent per month to any past due balance.

The Prepay advantage and payment terms - Plan 1, 2

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 3.5 percent discount is offered for annual prepay plans and a 1 percent discount is offered for quarterly prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount even when your standard premium changes during the policy period.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 10th day of the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

If you choose a quarterly prepay, the estimated premium will be billed in four equal installments. Subsequent quarterly installments are due by the 25th day following the bill date of the installment.

Because the prepayment installments are based on estimated payroll and premium, your final premium, including terrorism and catastrophe premiums and DCBS premium assessment, cannot be determined until you report the actual subject payroll. A payroll report will be sent to you at the end of the policy year. SAIF must receive your completed payroll report by the indicated due date or you may go to **saif.com** to submit your payroll online. We will calculate the premium and assessment amounts and compare them to the payments you made based on the estimate. We will then send you a reconciliation statement showing the difference in these two amounts.

SAIF adds interest at the rate of one percent per month to any past due balance.



Notice of Election for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

Plan: 1

Agency: COURTNEY INSURANCE AGENCY INC

Producer: MIKE COURTNEY

Premium Estimate:

Modified premium \$115,350
Quarterly prepay discount (1.0%) \$1,154
Standard premium \$114,296
Premium discount \$16,092
Total premiums and assessments \$105,726

Payroll reporting frequency: Annual

Please visit saif.com and choose Safety and health for information about safety or choose Employer Guide for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:



Prepay Installment

Period: 07/01/2016 - 07/01/2017

Policy: 482892
Plan: 1

Please return this page with remittance.

Quarterly prepay installment due by 07/10/2016: \$26,431

Write the quote or policy number indicated in this document on your check. Make check or money order payable to:

| SAIF use only | | | DESSTA | |
|---------------|-----------------|----------|-----------|--|
| Date received | Amount received | | Check no. | |
| Bond Company | | Bond no. | | |



Notice of Election for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 Policy: 482892

Plan: 2

Agency: COURTNEY INSURANCE AGENCY INC

Producer: MIKE COURTNEY

Premium Estimate:

Modified premium \$115,350
Annual prepay discount (3.5%) \$4,037
Standard premium \$111,412
Premium discount \$15,617
Total premiums and assessments \$103,169

Payroll reporting frequency: Annual

Please visit saif.com and choose Safety and health for information about safety or choose Employer Guide for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:



Prepay Installment

Period: 07/01/2016 - 07/01/2017 Policy: 482892

Plan: 2

Please return this page with remittance.

Annual prepay installment due by 07/10/2016: \$103,169

Write the quote or policy number indicated in this document on your check. Make check or money order payable to:

| SAIF use only | | DESSTA | |
|---------------|-----------------|-----------|--|
| Date received | Amount received | Check no. | |
| Bond Company | Bond no. | | |



Notice of Election for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 482892

Plan: 3

Agency: COURTNEY INSURANCE AGENCY INC

Producer: MIKE COURTNEY

Premium Estimate:

Modified premium \$115,350
Standard premium \$115,450
Premium discount \$16,283
Total premiums and assessments \$106,749

Payroll reporting frequency:

Monthly

Please visit saif.com and choose Safety and health for information about safety or choose Employer Guide for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

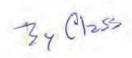
Date signed

Please return this page to:

Policy: 482892 - Wasco County

Claims selected: 42

Date range: 07/01/2011 - 07/01/2016





| Worker Name | Policy | Claim | Injury Class | Date of Injury | Filed Timely? | Status | Туре | TI Days | Incurred Loss | Paid Loss | Out- standing | ND Reimb | Description | Adjuster |
|-------------|--------|---------|-----------------|-------------------|------------------|--------|--------------|---------|------------------|--------------|------------------|-------------|--------------------------------------|----------------|
| Worker | 482892 | 8200419 | 0050 | 09/01/2011 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -520 | caught falling sign, laceration | Leah Raska |
| Worker | 482892 | 8235308 | 5506 | 09/10/2012 | Yes | Closed | PPD | 24 | 12,353 | 12,353 | 0 | -1,700 | stepped off back of 2-69 hurt knee | David Jung |
| Worker | 482892 | 8247688 | 5506 | 01/28/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -577 | wind blew piece of sawdust into eye | Cheryl Robbins |
| Worker | 482892 | 8198305 | 7720 | 08/10/2011 | Yes | Denied | Nondisabling | 0 | 850 | 850 | 0 | 0 | felt sharp pain walking down stairs | Lisa Griffing |
| Worker | 482892 | 8221739 | 7720 | 04/26/2012 | No | Denied | Nondisabling | 0 | 2,372 | 2,372 | 0 | 0 | repetitive job duties/onset 2007 | Lisa Griffing |
| Worker | 482892 | 8225323 | 7720 | 06/08/2012 | Yes | Denied | Nondisabling | 0 | 820 | 820 | 0 | 0 | tripped going up the stairs | Lisa Griffing |
| Worker | 482892 | 8238377 | 7720 | 10/02/2012 | No | Closed | Nondisabling | 0 | 0 | 0 | 0 | -821 | running in field & injured leg | Cheryl Robbins |
| Worker | 482892 | 8248234 | 7720 | 01/29/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -648 | cutting rope off pole & cut thumb | Cheryl Robbins |
| Worker | 482892 | 8248785 | 7720 | 01/30/2013 | Yes | Denied | Disabling | 0 | 11,069 | 11,069 | 0 | 0 | bend over in full sheriff gear | Lisa Griffing |
| Worker | 482892 | 8253220 | 7720 | 03/15/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -1,349 | exposure to disease | Diane Young |
| Worker | 482892 | 8253807 | 7720 | 03/27/2013 | No | Denied | Nondisabling | 0 | 226 | 226 | 0 | 0 | exposure to disease | Jodie Shelton |
| Worker | 482892 | 8253809 | 7720 | 03/27/2013 | No | Denied | Nondisabling | 0 | 226 | 226 | 0 | 0 | exposure to disease | Jodie Shelton |
| Worker | 482892 | 8259650 | 7720 | 05/30/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -551 | paper hit r eye | Cheryl Robbins |
| Worker | 482892 | 8261173 | 7720 | 06/14/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -227 | bit by a dog on the ankle | Cheryl Robbins |
| Worker | 482892 | 8281480 | 7720 | 12/21/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -390 | trailer crank struck hand | Cheryl Robbins |
| Worker | 482892 | 8286251 | 7720 | 02/12/2014 | Yes | Closed | Disabling | 4 | 1,656 | 1,656 | 0 | 0 | using ice scrapper to clear sidewalk | Kim Ramsey |
| Worker | 482892 | 8295885 | 7720 | 05/19/2014 | Yes | Closed | Disabling | 50 | 3,503 | 3,503 | 0 | 0 | moving lawn, bent down to empty bag | Kim Ramsey |
| Worker | 482892 | 8368037 | 7720 | 06/02/2014 | Yes | New | Disabling | 0 | 0 | 0 | 0 | 0 | type b claim | Brad Vinson |
| Worker | 482892 | 8298250 | 7720 | 06/10/2014 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -405 | exposure to disease | Jodie Shelton |
| Worker | 482892 | 8315034 | 7720 | 10/29/2014 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -14 | was rearended | Cheryl Robbins |
| Worker | 482892 | 8331349 | 7720 | 04/02/2015 | No | Denied | Nondisabling | 0 | 0 | 0 | 0 | 0 | stepped on rusty nail | Monica Vasas |
| Worker | 482892 | 8344331 | 7720 | 07/27/2015 | Yes | Closed | Nondisabling | 0 | 267 | 267 | 0 | -1,900 | stood up & fell/l ankle sprain | Kim Ramsey |
| Worker | 482892 | 8359483 | 7720 | 11/12/2015 | Yes | Closed | Disabling | 25 | 12,272 | 6,344 | 5,928 | 0 | lifted wheel & tire assembly | Brad Killip |

Policy: 482892 - Wasco County Claims selected: 42

Date range: 07/01/2011 - 07/01/2016



| Worker Name | Policy | Claim | Injury Class | Date of Injury | Filed Timely? | Status | Туре | TI Days | Incurred Loss | Paid Loss | Out- standing | ND Reimb | Description | Adjuster |
|-------------|--------|---------|-----------------|-------------------|------------------|--------|---------------|---------|------------------|--------------|------------------|-------------|------------------------------------------|----------------|
| Worker | 482892 | 8361956 | 7720 | 12/22/2015 | No | Closed | Nondisabling | 0 | 490 | 490 | 0 | -80 | moving desk & injured back | Nyree Padilla |
| Worker | 482892 | 8367577 | 7720 | 02/12/2016 | Yes | Closed | Nondisabling | 0 | 119 | 119 | 0 | 0 | sitting in chair at memorial service | Nyree Padilla |
| Worker | 482892 | 8369402 | 7720 | 02/26/2016 | No | Closed | Nondisabling | 0 | 87 | 87 | 0 | -356 | during defense tactic training, shoulder | Nyree Padilla |
| Worker | 482892 | 8244246 | 8380 | 12/10/2012 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -533 | grinding & wheel cut thumb | Cheryl Robbins |
| Norker | 482892 | 8294328 | 8380 | 02/07/2014 | No | Closed | Nondisabling | 0 | 8,198 | 8,198 | 0 | -1,800 | clearing parking lots of snow/hit ice | Kim Ramsey |
| Worker | 482892 | 8373542 | 8380 | 04/07/2016 | Yes | Open | Disabling | 17 | 9,088 | 2,224 | 6,864 | 0 | changing tires on pup trialer | Kim Ramsey |
| Worker | 482892 | 8225654 | 8810 | 05/29/2012 | Yes | Closed | Nondisabling | 0 | 1,219 | 1,219 | 0 | -1,700 | tripped over rough part of sidewalk | Leah Raska |
| Worker | 482892 | 8233419 | 8810 | 06/18/2012 | Yes | Denied | Nondisabling | 0 | 821 | 821 | 0 | 0 | repetitive motion | Lisa Griffing |
| Worker | 482892 | 8240022 | 8810 | 10/27/2012 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -706 | picking up 10lbs printer off shelf | Cheryl Robbins |
| Worker | 482892 | 8232163 | 9015 | 08/14/2012 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -630 | using hedge trimmer/upp back pain | Jodie Shelton |
| Worker | 482892 | 8340500 | 9101 | 06/25/2015 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -1,148 | sharpen chainsaw, cut fgr on tooth | Diane Young |
| Worker | 482892 | 8344414 | 9101 | 07/29/2015 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -1,493 | remvng debris, attacked by bees, face | Jodie Shelton |
| Worker | 482892 | 8207162 | 9410 | 11/08/2011 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -339 | caught in bathroom stall door,fngr inj | Leah Raska |
| Worker | 482892 | 8219260 | 9410 | 03/22/2012 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -1,179 | doing movement required for inspection | Kim Ramsey |
| Worker | 482892 | 8224286 | 9410 | 05/18/2012 | No | Closed | Disabling | 15 | 9,791 | 9,791 | 0 | 0 | lifting, groin injury | David Jung |
| Worker | 482892 | 8264614 | 9410 | 07/22/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -299 | bumped finger on metal | Cheryl Robbins |
| Worker | 482892 | 8309040 | 9410 | 08/28/2014 | No | Denied | Nondisabling | 0 | 958 | 958 | 0 | 0 | typing using mouse | Monica Vasas |
| Worker | 482892 | 8310821 | 9410 | 09/19/2014 | Yes | Closed | Nondisabling | 0 | 5,234 | 5,234 | 0 | -1,800 | long computer work load | Kim Ramsey |
| Worker | 482892 | 8363455 | 9410 | 01/12/2016 | Yes | Closed | Disabling | 3 | 3,422 | 1,552 | 1,870 | 0 | slipped on snow | Brad Killip |
| | | | | | | | Report Totals | 138 | 85,041 | 70,379 | 14,662 | -21,162 | | |

^{*} Designates a Third Party claim.

Policy: 482892 - Wasco County

Claims selected: 42

Date range: 07/01/2011 - 07/01/2016



| Worker Name | Policy | Claim | Injury Class | Date of Injury | Filed Timely? | Status | Туре | TI Days | Incurred Loss | Paid Loss | Out- standing | ND Reimb | Description | Adjuster |
|-------------|--------|---------|-----------------|-------------------|------------------|--------|--------------|---------|------------------|--------------|------------------|-------------|------------------------------------------|----------------|
| Worker | 482892 | 8373542 | 8380 | 04/07/2016 | Yes | Open | Disabling | 17 | 9,088 | 2,224 | 6,864 | 0 | changing tires on pup trialer | Kim Ramsey |
| Worker | 482892 | 8369402 | 7720 | 02/26/2016 | No | Closed | Nondisabling | 0 | 87 | 87 | 0 | -356 | during defense tactic training, shoulder | Nyree Padilla |
| Worker | 482892 | 8367577 | 7720 | 02/12/2016 | Yes | Closed | Nondisabling | 0 | 119 | 119 | 0 | 0 | sitting in chair at memorial service | Nyree Padilla |
| Worker | 482892 | 8363455 | 9410 | 01/12/2016 | Yes | Closed | Disabling | 3 | 3,422 | 1,552 | 1,870 | 0 | slipped on snow | Brad Killip |
| Worker | 482892 | 8361956 | 7720 | 12/22/2015 | No | Closed | Nondisabling | 0 | 490 | 490 | 0 | -80 | moving desk & injured back | Nyree Padilla |
| Worker | 482892 | 8359483 | 7720 | 11/12/2015 | Yes | Closed | Disabling | 25 | 12,272 | 6,344 | 5,928 | 0 | lifted wheel & tire assembly | Brad Killip |
| Worker | 482892 | 8344414 | 9101 | 07/29/2015 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -1,493 | remvng debris, attacked by bees, face | Jodie Shelton |
| Worker | 482892 | 8344331 | 7720 | 07/27/2015 | Yes | Closed | Nondisabling | 0 | 267 | 267 | 0 | -1,900 | stood up & fell/l ankle sprain | Kim Ramsey |
| Worker | 482892 | 8340500 | 9101 | 06/25/2015 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -1,148 | sharpen chainsaw, cut fgr on tooth | Diane Young |
| Worker | 482892 | 8331349 | 7720 | 04/02/2015 | No | Denied | Nondisabling | 0 | 0 | 0 | 0 | 0 | stepped on rusty nail | Monica Vasas |
| Worker | 482892 | 8315034 | 7720 | 10/29/2014 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -14 | was rearended | Cheryl Robbins |
| Worker | 482892 | 8310821 | 9410 | 09/19/2014 | Yes | Closed | Nondisabling | 0 | 5,234 | 5,234 | 0 | -1,800 | long computer work load | Kim Ramsey |
| Worker | 482892 | 8309040 | 9410 | 08/28/2014 | No | Denied | Nondisabling | 0 | 958 | 958 | 0 | 0 | typing using mouse | Monica Vasas |
| Worker | 482892 | 8298250 | 7720 | 06/10/2014 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -405 | exposure to disease | Jodie Shelton |
| Worker | 482892 | 8368037 | 7720 | 06/02/2014 | Yes | New | Disabling | 0 | 0 | 0 | 0 | 0 | type b claim | Brad Vinson |
| Worker | 482892 | 8295885 | 7720 | 05/19/2014 | Yes | Closed | Disabling | 50 | 3,503 | 3,503 | 0 | 0 | moving lawn, bent down to empty bag | Kim Ramsey |
| Worker | 482892 | 8286251 | 7720 | 02/12/2014 | Yes | Closed | Disabling | 4 | 1,656 | 1,656 | 0 | 0 | using ice scrapper to clear sidewalk | Kim Ramsey |
| Worker | 482892 | 8294328 | 8380 | 02/07/2014 | No | Closed | Nondisabling | 0 | 8,198 | 8,198 | 0 | -1,800 | clearing parking lots of snow/hit ice | Kim Ramsey |
| Worker | 482892 | 8281480 | 7720 | 12/21/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -390 | trailer crank struck hand | Cheryl Robbins |
| Worker | 482892 | 8264614 | 9410 | 07/22/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -299 | bumped finger on metal | Cheryl Robbins |
| Worker | 482892 | 8261173 | 7720 | 06/14/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -227 | bit by a dog on the ankle | Cheryl Robbins |
| Worker | 482892 | 8259650 | 7720 | 05/30/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -551 | paper hit r eye | Cheryl Robbins |
| Worker | 482892 | 8253807 | 7720 | 03/27/2013 | No | Denied | Nondisabling | 0 | 226 | 226 | 0 | 0 | exposure to disease | Jodie Shelton |
| Worker | 482892 | 8253809 | 7720 | 03/27/2013 | No | Denied | Nondisabling | 0 | 226 | 226 | 0 | 0 | exposure to disease | Jodie Shelton |

Policy: 482892 - Wasco County

Claims selected: 42

Date range: 07/01/2011 - 07/01/2016



| Worker Name | Policy | Claim | Injury Class | Date of Injury | Filed Timely? | Status | Туре | TI Days | Incurred Loss | Paid Loss | Out- standing | ND Reimb | Description | Adjuster |
|------------------|--------|---------|-----------------|-------------------|------------------|--------|---------------|---------|------------------|--------------|------------------|-------------|----------------------------------------|----------------|
| Worker | 482892 | 8253220 | 7720 | 03/15/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -1,349 | exposure to disease | Diane Young |
| Worker | 482892 | 8248785 | 7720 | 01/30/2013 | Yes | Denied | Disabling | 0 | 11,069 | 11,069 | 0 | 0 | bend over in full sheriff gear | Lisa Griffing |
| Worker | 482892 | 8248234 | 7720 | 01/29/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -648 | cutting rope off pole & cut thumb | Cheryl Robbins |
| Worker | 482892 | 8247688 | 5506 | 01/28/2013 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -577 | wind blew piece of sawdust into eye | Cheryl Robbins |
| Worker | 482892 | 8244246 | 8380 | 12/10/2012 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -533 | grinding & wheel cut thumb | Cheryl Robbins |
| Worker | 482892 | 8240022 | 8810 | 10/27/2012 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -706 | picking up 10lbs printer off shelf | Cheryl Robbins |
| Worker | 482892 | 8238377 | 7720 | 10/02/2012 | No | Closed | Nondisabling | 0 | 0 | 0 | 0 | -821 | running in field & injured leg | Cheryl Robbins |
| Worker | 482892 | 8235308 | 5506 | 09/10/2012 | Yes | Closed | PPD | 24 | 12,353 | 12,353 | 0 | -1,700 | stepped off back of 2-69 hurt knee | David Jung |
| Worker | 482892 | 8232163 | 9015 | 08/14/2012 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -630 | using hedge trimmer/upp back pain | Jodie Shelton |
| Worker | 482892 | 8233419 | 8810 | 06/18/2012 | Yes | Denied | Nondisabling | 0 | 821 | 821 | 0 | 0 | repetitive motion | Lisa Griffing |
| Worker | 482892 | 8225323 | 7720 | 06/08/2012 | Yes | Denied | Nondisabling | 0 | 820 | 820 | 0 | 0 | tripped going up the stairs | Lisa Griffing |
| Worker | 482892 | 8225654 | 8810 | 05/29/2012 | Yes | Closed | Nondisabling | 0 | 1,219 | 1,219 | 0 | -1,700 | tripped over rough part of sidewalk | Leah Raska |
| Worker | 482892 | 8224286 | 9410 | 05/18/2012 | No | Closed | Disabling | 15 | 9,791 | 9,791 | 0 | 0 | lifting, groin injury | David Jung |
| Worker | 482892 | 8221739 | 7720 | 04/26/2012 | No | Denied | Nondisabling | 0 | 2,372 | 2,372 | 0 | 0 | repetitive job duties/onset 2007 | Lisa Griffing |
| Worker | 482892 | 8219260 | 9410 | 03/22/2012 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -1,179 | doing movement required for inspection | Kim Ramsey |
| Worker | 482892 | 8207162 | 9410 | 11/08/2011 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -339 | caught in bathroom stall door,fngr inj | Leah Raska |
| Worker | 482892 | 8200419 | 0050 | 09/01/2011 | Yes | Closed | Nondisabling | 0 | 0 | 0 | 0 | -520 | caught falling sign, laceration | Leah Raska |
| Worker | 482892 | 8198305 | 7720 | 08/10/2011 | Yes | Denied | Nondisabling | 0 | 850 | 850 | 0 | 0 | felt sharp pain walking down stairs | Lisa Griffing |
| * Designation at | | | | | | | Report Totals | 138 | 85,041 | 70,379 | 14,662 | -21,162 | | |

^{*} Designates a Third Party claim.



Policy: 482892 - Wasco County Legal Name: Wasco County

Policy Details

Status: Active Market Type: Voluntary

Relation Type: Rate Acct:

Orig Cov Date: 07/01/1991 Cont Cov Date: 07/01/1991

Business Type: Executive and Legislative Offices, Combined

Entity: Political Subdivision: County

WCD Number: 5630009 NCCI Number: 360237842

NAICS Code: 921140

EIN: 93-6002315 Principal Class: 7720

Last Audit

Audit Period: 07/01/2014 - 07/01/2015

Audit Result: 76.66 Pct of Change: 0.07%

Auditor: Northwest Audit - Ryan Rick

Current Policy Period Details

Period Status: Open Effective Date: 07/01/2015

Expiration Date: 07/01/2016

Cancel Date:

ARD: 07/01/2015 Period Length/Suffix: 366/166 Source / Financial: WCIS/WCIS Sales Plan: Guaranteed Cost

Prepay Type: Annually

ELCB Limits: 500,000/500,000/500,000

ND Reimb: 07/01/2015 - 07/01/2016 Quarterly

Group Name: Group Type:

Rating Plan: ERP - .81 Tier: E - 1.22

> S/ARAP: OCCPAP:

Standard Premium 86,415

Rpt Freq/Pmt Pln: Annually / RGN PPAY GC - A

Policy Period History

Data ac of: 06/09/2016

| Policy Year | Mod | Payroll | Claim Freq | Std Prem | Tier |
|----------------|------|------------|---------------|----------|------|
| 2015 | .81 | 5,601,095 | .15 | 86,415 | E |
| 2014 | 1.00 | 5,681,405 | .09 | 108,863 | E |
| 2013 | 1.01 | 6,446,064 | .11 | 126,592 | E |
| 2012 | 1.02 | 7,140,251 | .18 | 141,553 | E |
| 2011 | 1.11 | 10,439,872 | .09 | 151,302 | E |

No Other States Coverage

No Gaps in Coverage

Policy Performance History

Data as of: 06/08/2016

| Duta as | 01. 00/00/2010 | | | | | | | | | | | | |
|----------------|---------------------|----------------|--------------------|--------------|-------------|-----|------------------|-------|-------------|-------------|-------------|-----------------|-----------|
| Policy Year | Prorated Premium | Paid Losses | Incurred Losses | Paid/ Std | Inc/ Std | Clm | Exp Clm Count | Paid | Paid Med | ND Reimb | TL Count | Exp TL Count | TL Day |
| 2015 | 80,021 | 11,083 | 25,745 | | | | 6.54 | 4,656 | 6,427 | (3,828) | | 1.99 | 45 |
| 2014 | 108,863 | 6,192 | 6,192 | | 6% | | 7.75 | 0 | 6,192 | (2,962) | | 2.15 | 0 |
| 2013 | 126,592 | 13,357 | 13,357 | 11% | 11% | 7 | 8.61 | 2,112 | 11,245 | (2,894) | 2 | 2.32 | 54 |
| 2012 | 141,553 | 23,875 | 23,875 | 17% | 17% | 13 | 9.14 | 3,771 | 8,422 | (7,741) | 1 | 2.22 | 24 |
| 2011 | 151,302 | 15,873 | 15,873 | 10% | 10% | 9 | 9.60 | 1,117 | 14,756 | (3,737) | 1 | 2.17 | 15 |
| | | | | | | | | | | | | | |

Wasco

| Policy | Addresse | s and Co | ontacts |
|--------|----------|----------|---------|
| | | | |

County Type Address Phone Fax Mailing 511 Washington St Ste 207 541,296,2276 541,296,3769 Wasco the Dalles, OR 97058-2237

Principal 511 Washington St Ste 207 Wasco 541.296.2276 the Dalles, OR 97058-2237 Business

Type First Name Title Phone Email Last Name

CON Barbara Case

202 E 5th St Business

the Dalles, OR 97058-2220

Wasco

Business 2705 E 2nd St

the Dalles, OR 97058-4052

Policy_PHP_SummaryReports

Page 1 of 4

Data as 06/09/2016 Created on 06/09/2016



Policy: 482892 - Wasco County Legal Name: Wasco County

| Policy Ac | dresses and Co | ontacts | | | |
|-----------|---------------------------------------|-----------|------------|--------------|-------|
| Туре | Address | | County | Phone | Fax |
| Business | 419 E 5th St the Dalles, OR 97 | 058-2673 | Wasco | | |
| Business | River Rd the Dalles, OR 97 | 058 | Wasco | | |
| Business | 203 A E 4th St the Dalles, OR 97 | 058-2205 | Wasco | | |
| Business | 421 E 7th St the Dalles, OR 97 | 058-2607 | Wasco | | |
| Business | 400 E 5th St the Dalles, OR 97 | 058-2674 | Wasco | | |
| Business | 606 Court St the Dalles, OR 97 | 058-2242 | Wasco | | |
| Claims | 511 Washington S the Dalles, OR 97 | | Wasco | 541,506.2774 | |
| Туре | First Name | Last Name | Title | Phone | Email |
| CLM | Paula | Brunt | Hr Manager | 541.506.2774 | |

No Assumed Business Names

| Interested Parties | | | | | |
|--------------------|----------|---------|----------|------------|----------|
| Name | Title | Owner % | Director | Eff Date | Exp Date |
| Stone, Tyler | Director | .00 | N | 11/29/2007 | |

No Officer Exemptions

| Preferred V | /orkers | | |
|-------------|------------------------|------------|------------|
| WCD Number | Name | Eff Date | Exp Date |
| H841253 | Ringo, Marjorie L | 10/20/1997 | 10/20/2000 |
| F471337 | Mountainchief, Rebecca | 09/14/1990 | 09/13/1993 |

| Classes | | | | | | | |
|---------|--------------------------------------------|------|------------|------------|-----------|-------------|-------------|
| Class | Description | Type | Eff Date | Exp Date | Base Rate | Est Payroll | Man Premium |
| 0050 11 | Weed Control Incl Dr | EM | 07/01/2015 | 06/30/2016 | 5.06 | 55,185 | 2,792 |
| 5506 11 | Street/Rd Const-Fnl Grad/Pve/ Rep/Dr | EM | 07/01/2015 | 06/30/2016 | 6.81 | 639,444 | 43,546 |
| 7720 11 | Police Officers & Dr | EM | 07/01/2015 | 06/30/2016 | 2.90 | 1,240,400 | 35,972 |
| 8380 13 | City/County-Veh/Equip Repr Shop-Dr | EM | 07/01/2015 | 06/30/2016 | 3.29 | 92,075 | 3,029 |
| 8742 06 | Field Representatives | EM | 07/01/2015 | 06/30/2016 | .26 | 55,455 | 144 |
| 8810 03 | Office Clerical | EM | 07/01/2015 | 06/30/2016 | .15 | 1,842,859 | 2,764 |
| 8820 01 | Attorney & Cler/Messenger/Dr | EM | 07/01/2015 | 06/30/2016 | .15 | 462,631 | 694 |
| 9015 33 | Buildings-Ops By Owner/Lessee & Drivers | EM | 07/01/2015 | 06/30/2016 | 3.17 | 158,405 | 5,021 |
| 9016 10 | County Fairs/Dr | EM | 07/01/2015 | 06/30/2016 | 2.65 | 23,052 | 611 |
| 9101 03 | College/Schools-Al Other Emp | EM | 07/01/2015 | 06/30/2016 | 3.51 | 47,578 | 1,670 |
| 9410 03 | Municipal/Twn/Cnty/State Emp- Noc | EM | 07/01/2015 | 06/30/2016 | 1.50 | 984,011 | 14,760 |

Policy_PHP_SummaryReports Page 2 of 4 Data as 06/09/2016 Created on 06/09/2016



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| Classes | | | | | | | |
|-----------|-----------------------------------------|--------------|------------|------------|-----------|-------------|-------------|
| Class | Description | Type | Eff Date | Exp Date | Base Rate | Est Payroll | Man Premium |
| 0042 03 | Street/Rd Beautificatn Incl Dr | IFANY | 07/01/2015 | 06/30/2016 | 5.59 | 0 | 0 |
| 5213 01 | Concrete Construction Noc | IFANY | 07/01/2015 | 06/30/2016 | 4.97 | 0 | 0 |
| 5507 01 | Street/Rd Const-Rdbed/Subase- Dr | IFANY | 07/01/2015 | 06/30/2016 | 4.73 | 0 | 0 |
| 5508 03 | Street/Rd Const-Rock Excav-Dr | IFANY | 07/01/2015 | 06/30/2016 | 12.61 | 0 | 0 |
| 7024 03 M | Vessels-Noc-State Act | IFANY | 07/01/2015 | 06/30/2016 | 4.50 | 0 | 0 |
| 7720 13 | Police Matrons/Juvenile Officers/ Dr | IFANY | 07/01/2015 | 06/30/2016 | 2.90 | 0 | 0 |
| 7720 27 | County Search And Rescue- Volunteer | IFANY | 07/01/2015 | 06/30/2016 | 2.90 | 0 | 0 |
| 7720 EM | Inmates @ 9.10/Hr Ea | IFANY | 07/01/2015 | 06/30/2016 | 2.90 | 0 | 0 |
| 8411 KE | Vol Dpty Sheriff @3400/Mo Ea | IFANY | 07/01/2015 | 06/30/2016 | 1.32 | 0 | .0 |
| 8831 02 | Dog Pounds-Incl Dog Catcher/Dr | IFANY | 07/01/2015 | 06/30/2016 | 1.43 | 0 | 0 |
| 8832 03 | Physician & Clerical | IFANY | 07/01/2015 | 06/30/2015 | .38 | 0 | 0 |
| 8835 03 | Nurse-Home Health/Publc-Trvl-Al Emp | IFANY | 07/01/2015 | 06/30/2015 | 3.53 | 0 | 0 |
| 9102 01 | Park Noc-All Employees & Dr | IFANY | 07/01/2015 | 06/30/2016 | 3.36 | 0 | 0 |
| 9402 05 | Highwy Oper/Snow Remvl Only/ Dr | IFANY | 07/01/2015 | 06/30/2016 | 5.03 | 0 | 0 |
| 7720 DR | Vol Emergency Management \$9.10 hour | VH | 07/01/2015 | 06/30/2016 | 2.90 | 0 | 0 |
| 7720 EG | Vol Explorer Scouts \$9.10 hour | VH | 07/01/2015 | 06/30/2016 | 2.90 | 0 | 0 |
| 7720 EH | Vol Police Cadet \$9.10 hour | VH | 07/01/2015 | 06/30/2016 | 2.90 | 0 | 0 |
| 8810 AO | Vol Election Poll Workers \$9.10 hour | VH | 07/01/2015 | 06/30/2016 | .15 | 0 | 0 |
| 8835 AG | Vol Health Care Workers \$9,10 hour | VH | 07/01/2015 | 06/30/2016 | 3.53 | 0 | 0 |

| Policy | Endorsements | | |
|--------|------------------------------------------------------------------|------------|------------|
| Code | Description | Eff Date | Exp Date |
| 350 | City or County Inmates Performing Authorized Employment | 07/01/2015 | |
| 356 | Political Subdivision Volunteers | 07/01/2015 | |
| 346 | Municipal Volunteers | 07/01/2015 | |
| 434 | Voluntary Compensation Maritime Coverage Endorsement | 07/01/2015 | 07/01/2016 |
| 217 | Premium Payment Rating Plan Endorsement | 07/01/2015 | 07/01/2016 |
| 356 | Political Subdivision Volunteers | 07/01/2015 | |
| 301 | Classification Cancellation Endorsement | 07/01/2015 | 07/01/2016 |
| 356 | Political Subdivision Volunteers | 07/01/2015 | |
| 356 | Political Subdivision Volunteers | 07/01/2015 | |
| 356 | Political Subdivision Volunteers | 07/01/2015 | |
| 401 | Maritime Coverage Endorsement | 07/01/2015 | 07/01/2016 |
| 301 | Classification Cancellation Endorsement | 07/01/2015 | 07/01/2016 |
| 211C | Catastrophe (other than Certified Acts of Terrorism) Premium End | 01/01/2015 | |
| 212B | Terrorism Risk Insurance Prog Reauthorization Act Disclosure End | 01/01/2015 | |
| 218 | Premium Discount Endorsement | 07/01/2010 | |
| 210A | Oregon Cancellation Endorsement | 07/01/2010 | |
| 315 | Personal Election Cancellation Endorsement | 01/01/2010 | |
| 444 | Confidentiality Endorsement | 07/01/2006 | |
| 440 | Oregon Unsafe Equipment Exclusion Endorsement | 07/01/2004 | |
| 235 | Premium Due Date Endorsement | 07/01/2004 | |
| 208 | Oregon Contracting Classification Premium Adjustment Endorsement | 07/01/2004 | |
| 213 | Notification of Change in Ownership Endorsement | 07/01/2004 | |

No Waivers of Subrogation



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| Federal Limits | | |
|--------------------|---------|---------------------|
| Coverage Type | Limits | Adj Factor Eff Date |
| Maritime/Jones Act | 500,000 | 1.54 07/01/201 |

| MCO Information | | |
|---------------------------------|---------------|-----------|
| MCO Name | Eff Date E | Exp Date |
| Caremark Comp - GSA 1,4,5 & 10 | 07/01/1996 | |
| Majoris Health Systems - GSA 10 | 01/22/2014 | |
| Caremark Comp - GSA 1,4,5 & 10 | 07/01/1996 08 | 3/17/2007 |

| Team Assignment | | |
|------------------------------|-------------------------------|--------------|
| Function | Name | Phone |
| Office | Hermiston/Pendleton | |
| Customer Service Team | Baker City/Pendleton | |
| Agency | Courtney Insurance Agency Inc | 541.296.4604 |
| Producer | Mike Courtney | 541.296.4604 |
| Retention Mkt Rep | Mike Elliott | 541.383.2047 |
| Underwriter | Deserie R Staats | 503.373.8833 |
| Customer Billing Rep | Robin A Bauer | 503.373.8448 |
| Credit/Collections Rep | Kathy A Hamilton | 503.373.8459 |
| Assistant Underwriter | Elaine M Marco-Bassett | 503.373.8485 |
| Return to Work Consultant | Tracy R Stephens | 541.383.2166 |
| Safety Management Consultant | Luke W Betts | 503,856,7200 |
| EAIP Specialist | Wendy J Hays | 503.373.8164 |

No Affiliations

Policy Dividend History

Policy Name: WASCO COUNTY

Policy: 482892



| Declaration Day | Policy Period | Standard Premium | Dividend Factor | Dividend Amount |
|--------------------|-------------------------|---------------------|--------------------|-----------------|
| 09/09/2015 | 07/01/2013 - 06/30/2014 | \$126,591.81 | 22.66 | \$28,686 |
| 09/10/2014 | 07/01/2012 - 06/30/2013 | \$141,552.53 | 34.69 | \$49,105 |
| 09/18/2013 | 07/01/2011 - 06/30/2012 | \$151,301.61 | 29.64 | \$44,846 |
| 09/12/2012 | 07/01/2010 - 06/30/2011 | \$125,950.97 | 37.42 | \$47,131 |
| 06/15/2011 | 07/01/2008 - 06/30/2010 | \$273,334.74 | 18.71 | \$51,141 |
| 11/10/2010 | 07/01/2008 - 06/30/2009 | \$131,652.95 | 23.75 | \$31,268 |
| 03/10/2010 | 07/01/2007 - 06/30/2008 | \$149,264.27 | 20.79 | \$31,032 |
| 11/09/2007 | 07/01/2005 - 06/30/2006 | \$148,630.69 | 12.61 | \$18,742 |
| | | Total | Dividends: | \$301,951 |

It is unlawful in Oregon for any insurer to promise to pay policyholder dividends for any unexpired portion of the policy term or to misrepresent the conditions for dividend payment. Dividends will be due and payable only for a policy period that has expired, and only if declared by and under conditions prescribed by the Board of Directors of the Insurer. Furthermore, it is an unlawful rebate and a violation of the Oregon Insurance Code for an insured or representative of an insured knowingly to accept a dividend pursuant to a promise to pay policyholder dividends if the promise is made before the policy is issued or if the promise is made for any unexpired portion of a policy period.

Agenda Item Work Session – Pine Hollow Reservoir

- No documents have been submitted for this item
 - RETURN TO AGENDA