

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, APRIL 19, 2017
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058

Public Comment: Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments from three to five minutes, unless extended by the Chair.

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

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance. **Las reuniones son ADA accesibles.** Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900.

Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

9:00 a.m.

CALL TO ORDER

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

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda: [ODOT Public Transit Agreement](#); [911 Back-up Center Space Agreement](#); [SWPRD Support Letter](#); [Appointments](#); [Financial Report](#))
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Minutes-4.5.2017 Regular Session](#)

9:30 a.m. [Immediate Opportunity Projects Update: 4H & Extension Service District](#) – Ann Harris

9:40 a.m. [Board of Property Tax Appeals Report](#) – David McGaughey

9:50 a.m. [Bell Design Contract](#) – Fred Davis

10:00 a.m. [DEQ Grant Agreement](#) – Joseph Ramirez

COMMISSION CALL
NEW/OLD BUSINESS
ADJOURN

88If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 19, 2017

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

At 9:03 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Public Comment – Building Codes/MCCOG

Wayne Lease of Lyle, Washington said that he believes you cannot have a person on a board running a program if that person does not understand what they are doing. He cautioned that without an operational plan, everyone can ask for their fees to be returned. He stated that the city has the first right of refusal and should be asked prior to the County taking over the program. He stated that he agrees that local control is better; the State used to be in control and still picks up the slack. He said that what is needed is a building official to run the program; that is the person who can get it right. He said that he is not as concerned about the liability issue as he is about the loans being repaid. Building Codes cannot be looked at as a cash cow.

Chair Runyon suggested that Mr. Lease meet with David Meriwether, MCCOG Interim Director. Mr. Lease replied negatively, saying that he is talking to the Board of County Commissioners.

Departments – Planning

Planning Director Angie Brewer said that she is here to inform the Board regarding the Filbin Outdoor Mass Gathering. She reported that they have applied for a permit but not gone through the permitting process. She stated that they have been warned that hosting an Outdoor Mass Gathering without a permit is in violation of code; she said that a follow-up letter will go out to them. She said that Planning staff has been in touch with partner agencies and she expects this matter will come before the Board in the future as she expects the event will go on without the permit.

Chair Runyon asked if there are fines that will be assessed should the unpermitted event go on. Ms. Brewer replied that that is the process; the extent of the violation will need to be assessed.

Ms. Brewer noted that she will soon be on maternity leave. Senior Planner Dustin Nilsen will be in charge during her absence.

Discussion List – ODOT Public Transit Agreement

MCCOG Transportation Director Richard Eberle explained that this agreement has been renewed biennially for a number of years and supports the Dial-a-Ride program which MCCOG runs on behalf of the County. The funds support the purchase, maintenance and repair of vehicles as well as staffing for the call center; these are pass-through monies from the State.

Chair Runyon asked if we receive the maximum allowable funding. Mr. Eberle replied that we do. He said that there is reporting required by ODOT; every penny is monitored. He added that they do what they can with the available funding – they could always use more.

Vice-Chair Kramer asked if there are any plans for expansion. Mr. Eberle responded that the funding level allows him to maintain current service levels but they have been able to squeeze out a few more trips. He reported that he will soon be meeting with Park and Rec to work out system for running a swim bus. Monies to support that program will come from Pacific Source grant funding. He stated that although this is not directly related to the ODOT funds, it is only possible with the base funding from ODOT.

Mr. Eberle concluded by saying that the Transportation Facility is about a year old and

is running well although they are tweaking a few things on the building. He added that the Medicaid transportation system is going well and they got through the harsh winter without any major incidents.

{{{Vice-Chair Kramer moved to approve Rail and Public Transit Division Oregon Department of Transportation Agreement Number 32024. Chair Runyon seconded the motion which passed unanimously.}}}

Mr. Lease stated that in reviewing notes he found that twice loans have been made by MCCOG for the Transportation Center and he does not believe grant funds can be used to pay off the building. Mr. Eberle responded that that is not his area of expertise.

Discussion – 911 Back Up Center Space Agreement

Sheriff Lane Magill stated that this is a back-up center located at MCFR Station 2 located on Columbia View Heights. Chair Runyon asked if we have had to use it. Sheriff Magill replied that we have and that the center is tested twice a year.

Ms. White explained that the original agreement had been drafted prior to the engagement of County Counsel. She said that Ms. Campbell has revised and updated the agreement which has also been reviewed by Mid-Columbia Fire and Rescue. She reported that during the review process it was discovered that the County had not paid the annual rent for the duration of the current agreement; that has been rectified and a process put in place to avoid that outcome in the future.

{{{Vice-Chair Kramer moved to approve the Intergovernmental Agreement between Mid-Columbia Fire and Rescue and Wasco County for the purpose of providing a portion of MCFR's facilities to be used as a back-up 911 Center. Chair Runyon seconded the motion which passed unanimously.}}}

Sheriff Magill announced that he is holding a Town Hall in Wamic this evening; he expects to hear about the Filbin Mass Gathering. He added that there is a Road Rally Saturday and the Cherry Festival runs for the weekend.

Discussion – Letter of Support for SWPRD OMB Grant Application

County Clerk and SWPRD Liaison Lisa Gambée stated that the South Wasco Park and Recreation District Board has been working to put together a grant application for Oregon Marine Board funding to repair and improve the north boat ramp at the Pine Hollow Reservoir. She stated that they are requesting a letter from the Board of County Commissioners as a show of support for the project.

{{{Chair Runyon moved to approve a letter of support for the SWPRD OMB grant application. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – 4H & Extension Service District Juntos Videography

OSU Open Campus Coordinator Ann Harris explained that the Open Campus program is an opportunity for outreach in programming to create connections with communities; OSU places Open Campus support staff throughout the state. The program's focus is on increasing college readiness, completion of degrees and community and professional development. She reported that there is a need to provide support to Latino students in a way that involves the entire family. She observed that there is a 34% Latino student population and Open Campus strives to help those families make a path to high school graduation and on to college education. She said that she saw the Immediate Opportunity Funds as a way to broaden STEM to the arts with videography as the medium.

Ms. Harris went on to say that the Juntos program uses accessible, affordable technology by enhancing iPhones and iPads. She stated that she partners with artists to guide students through the process of storytelling through videography. She announced that later this year they will be taking 10 students through the 30-40 hour intensive program.

Chair Runyon commented that it is a big project. Ms. Harris responded that the equipment has already been used by 4H and it is being used at the Wahtonka Campus.

Ms. Gambee stated that Amber Anderson, Ms. Harris' partner in South County, did this with students in kindergarten through sixth grade; they did a documentary on a couple fly fishing in the area. She said that it is a very engaging project.

Vice-Chair Kramer pointed out that this presentation covers the Juntos portion of the Immediate Opportunity MOU; he asked for the status of the transportation portion of the agreement. Ms. White explained that following the request made at the last session to modify the 4H MOU, she met with City of The Dalles manager Julie Krueger. She stated that based on that conversation, she will be arranging a meeting of the original Immediate Opportunity Project Team. The Team will consider alternative proposal from the 4H and Extension Service District and will then make a recommendation to the City and County.

Agenda Item – Annual BOPTA Report

Chief Deputy Clerk David McGaughey reported that the Board of Property Tax Appeals met on March 6th to hear 12 appeals. He said that the number of appeals is far less than they have historically heard which in large part is due to the efforts of the Assessor's staff in working with taxpayers to resolve issues proactively.

Mr. McGaughey stated that this year's training had to be accomplished remotely as members could not get to Condon due to the extreme weather conditions. Chair Runyon asked if that might be a practice continued into the future. Mr. McGaughey replied that the program requires six hours of on-site training every two years; an exception was made this year based on the weather conditions. He stated that the web-ex was well-received and it would save money. He said that he hopes the State considers that in the future. He said that hearings were completed in one day; Sheriff's deputies were on-hand when needed.

Chair Runyon commented that it might be good to put support for the remote training in writing.

Ms. Gambec stated that the hearings were well-run; preparation by Mr. McGaughey help them to run smoothly. She said that the Board of Appeals tends to go to the middle ground. She noted that in one case the Board determined that they did not have legal jurisdiction and in another they did not reduce the assessment at all.

Agenda Item – Bell Design Contract

Facilities Manager Fred Davis explained that this is a contract for the examination and design work on the Washington Street courthouse stairway. He reported that there have been some failures in the structure and design work is needed prior to seeking contractors. He said that Bell Design Company is included on a list of pre-qualified engineers; the list is maintained by Public Works Director Arthur Smith.

Mr. Davis went on to say that this is a structural issue that began with a failure of the granite supports thirty years ago – the rebar rusted, fracturing the granite. He reported that the structure was then reinforced with steel beams which have also rusted and are delaminating. These failures have caused a crack in one of the stair treads. He stated that in addition to evaluation and design, Bell Design will provide cost estimates that will inform the selection of a contractor. He concluded by saying that the contract was

developed by County Counsel and includes the scope of work and costs provided by Bell Design.

Chair Runyon asked if the stairs are safe for use. Mr. Davis replied that there are jacks in place for support and the steel beams are still in place.

Mr. Stone asked if other quotes were sought. Public Works Director Arthur Smith responded that Oregon rules require that for engineering contracts we consider qualifications rather than pricing. He explained that we maintain an approved list of prequalified engineers which is updated every two years. The decision cannot be price driven. Mr. Davis added that he did have another engineer on-site but was not comfortable with their expertise as it related to this project. He stated that from our list of pre-qualified engineers, Bell Design is the best fit for this project.

{{{Vice-Chair Kramer moved to approve the Consulting Services Contract between Wasco County and Bell Design Company for the performance of engineering services associated with the courthouse stairs area located at 511 Washington Street, The Dalles, OR. Chair Runyon seconded the motion which passed unanimously.}}}

Agenda Item – DEQ Grant Agreement

Codes Compliance Officer Joseph Ramirez explained that this grant agreement is for the purchase of a truck, trailer and sorting bins and to engage the Youth Services Work Crew to do compliance clean-ups for low-income, elderly and disabled citizens. He said that this is the final draft and has been reviewed by County Counsel.

{{{Vice-Chair Kramer moved to approve the State of Oregon Department of Environmental Quality Materials Management Grant Agreement. Chair Runyon seconded the motion which passed unanimously.}}}

Departments – Public Works

Mr. Smith reported that last year the County was informed that two FLAP match grants had been awarded to Wasco County; however, there are as yet no agreements in place for those awards. He went on to say that Chair Runyon reached out to Congressman Walden whose aide contacted FLAP; we should have both agreements in the near future. He added that the two contracts will combine for one project which will save time and money. He said that he hopes to have the agreements in place this summer for spring 2018 construction. The Wamic Grade/Dufur Market Road projects encompass

approximately \$1 million of work. He said that we are not alone in the delay; other counties are experiencing the same delays.

Mr. Smith reported that this Saturday there will be a road rally in the Dufur area. He said that he is confident that the plans and procedures in place will ensure a safe event for the public. He stated that the organizers have deposited a \$10,000 bond above and beyond the insurance policy which has a \$5 million rider for the County. He said that the organizers have always been responsive to requests for post-event clean-up.

Mr. Smith reminded the Board that at the last session they had approved orders directing him to submit reports in response to two road vacation petitions. He stated that he has spoken to the Ramsey Creek Road petitioner and explained that it is unlikely that the Forest Service as an adjacent property owner would agree to the vacation. Based on that knowledge, the petitioner has decided to withdraw.

Mr. Smith went on to report that he met with the Dosiers who had requested a safety review of the road going through their property. He stated that it was an excellent meeting. His crew has placed a couple of temporary farm crossing signs and explained the ongoing ODOT safety improvements. The Dosiers seem to be happy with the outcome.

Chair Runyon asked about The Dalles Disposal traffic in the area. Mr. Smith responded that he has spoken to Regional Manager Jim Winterbottom and is confident that they are abiding by the safety rules. He added that the Sheriff conducted some additional patrols in the area and saw no issues with The Dalles Disposal drivers. Vice-Chair Kramer added that he has spoken with Mr. Winterbottom as well and received a similar report.

Discussion List – Monthly Financial Report

Finance Director Mike Middleton reviewed the report included in the Board Packet, noting that we are now 75% through the year. He pointed out that not all funds are linear, but it is a good milestone for review.

Vice-Chair Kramer observed that the Commission on Children and Families no longer exists and asked that the fund be renamed for clarity as it now represents the budget for Youth Think alone.

Chair Runyon commented that he appreciates the written summary which is very helpful in understanding the numbers presented.

Mr. Middleton reported that a Wasco County Investment Policy has been submitted to the Oregon Short Term Investment Board and was reviewed by that Board in April. They have made a few comments which they will send to the Wasco County Board of Commissioners; he expects it will arrive in the next few weeks. He said that he will review those with the Board at a future session. He stated that he and County Treasurer Elijah Preston have invested the Charter Appeal funds under the current investment policy which limits investments to 18-months; they are earning a rate that is a little higher than LGIP. He stated that once there is a policy in place that allows more, they will do more.

Consent Agenda – 4.5.2017 Regular Session Minutes

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

Discussion List - Appointments

{{{Vice-Chair Kramer moved to approve Order 17-017 appointing Bob Sjolund to the Wasco County Forest Collaborative Group Steering Committee as the Tribal Representative. Chair Runyon seconded the motion which passed unanimously.}}}

{{{Vice-Chair Kramer moved to approve Order 17-018 appointing Lynne Erickson to the Wasco County Planning Commission Position #4. Chair Runyon seconded the motion which passed unanimously.}}}

Chair Runyon announced that he and Commissioner Kramer would be conducting the annual inspection of the NORCOR facility at 1:30; he adjourned the session at 10:28 a.m.

Summary of Actions

Motions Passed

- To approve Rail and Public Transit Division Oregon Department of Transportation Agreement Number 32024.
- To approve the Intergovernmental Agreement between Mid-Columbia Fire and Rescue and Wasco County for the purpose of providing a portion of MCFR's facilities to be used as a back-up 911 Center.

- To approve a letter of support for the SWPRD OMB grant application.
- To approve the Consulting Services Contract between Wasco County and Bell Design Company for the performance of engineering services associated with the courthouse stairs area located at 511 Washington Street, The Dalles, OR.
- To approve the State of Oregon Department of Environmental Quality Materials Management Grant Agreement.
- To approve the Consent Agenda – 4.5.2017 Regular Session Minutes.
- To approve Order 17-017 appointing Bob Sjolund to the Wasco County Forest Collaborative Group Steering Committee as the Tribal Representative.
- To approve Order 17-018 appointing Lynne Erickson to the Wasco County Planning Commission Position #4.

Wasco County
Board of Commissioners



Rod L. Runyon, Board Chair



Steven D. Kramer, Vice-Chair

Absent from 4.19.2017 session

Scott C. Hege, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 19, 2017**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [ODOT Public Transit Agreement](#) – Rich Eberle
2. [911 Back-up Center Space Agreement](#) – Lane Magill
3. [SWPRD Letter of Support](#) – Lisa Gambée
4. [Appointments](#) – Kathy White
5. [Financial Report](#) – Mike Middleton

Discussion Item
ODOT Public Transit Agreement

- [Rail & Public Transit Division Oregon Department of Transportation Operating Agreement #32024](#)

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Wasco County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

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

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$134,000.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
 - a. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.
 - b. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the

following conditions precedent:

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

ii. Recipient is in compliance with the terms of this Agreement.

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

iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.

v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

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

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties

set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

- b. **Subagreement indemnity; insurance.**
- c. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

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

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

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

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice,:
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the

- ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written

instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent

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

- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Wasco County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Chavez
511 Washington Street, STE 302
The Dalles, OR 97058
1 (541) 506-2777
teresac@co.wasco.or.us

State Contact:

Theresa Conley
555 13th St. NE
Salem, OR 97301-4179
1 (541) 388-6250
theresa.l.conley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Theresa Conley

Date 04/04/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

, Kristen Campbell

Steven D. Kramer, Vice-Chair
April 19, 2017

April 19, 2017

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 2017-19 R4 STF Wasco County 32024				
<i>Operating</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$134,000.00	\$134,000.00	\$0.00	
Sub Total	\$134,000.00	\$134,000.00	\$0.00	
Grand Total	\$134,000.00	\$134,000.00	\$0.00	

1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

2. PROJECT DELIVERABLES

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$134,000.00
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Administered By Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

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

Discussion Item
9-1-1 Back-up Center Space Agreement

- [IGA between Mid-Columbia Fire & Rescue and Wasco County](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MID-COLUMBIA FIRE AND RESCUE AND WASCO COUNTY**

This Intergovernmental Agreement is made and entered into as of this 19th day of April, 2017, by and between the Wasco County Political Subdivision in the State of Oregon hereinafter referred to as “COUNTY” and Mid-Columbia Fire and Rescue hereinafter referred to as “MCFR” - the “Parties.”

PURPOSE

The purpose of this Agreement is to provide COUNTY the right to the use of a portion of MCFR’s facilities located at 525 Wasco, The Dalles, Oregon.

RECITALS

WHEREAS, the State of Oregon has declared it a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and

WHEREAS, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of the ORS 190.010 et. seq.

NOW, THEREFORE, the parties agree to the use by COUNTY of a portion of MCFR’s property on the following terms and conditions.

- 1.1. TERM The term of this Agreement shall be for five years commencing on July 1, 2017, and ending June 30, 2022
- 1.2. RENEWAL This Agreement shall renew automatically for a period of (1) year at the end of its term or any renewed term unless either party shall give notice to the other party (30) days prior to end of the term or renewal thereof of the termination of the Agreement.

- 1.3. CONSIDERATION COUNTY shall pay the sum of \$500.00 annually during the lease term, payable on the 1st day of July, 2017, and on the 1st day of July each year thereafter.
- 1.4. DESIGNATED AREA OF USE. COUNTY shall be entitled to make use of a room situated in the northwest quarter of the building located at the facility measuring approximately 10' X 23'.
- 1.5. INTERFERENCE. COUNTY shall not interfere with MCFR's activities on the Property described herein.
- 1.6. USE OF PROPERTY. The Property shall be used strictly for the backup dispatch center for emergency services. COUNTY shall not cause objectionable material to be stored upon the property which constitute a nuisance or are reasonably offensive.
- 1.7. REPAIRS AND MAINTENANCE. MCFR shall be responsible for the repairs and maintenance of the exterior of the building. COUNTY shall be responsible to maintain the interior where it stores and houses its vehicles and equipment and keeping it in broom-clean condition.
- 1.8. IMPROVEMENTS. Substantial improvements which materially alter the space provide to COUNTY hereunder, shall require the prior written consent of MCFR.
- 1.9. UTILITIES. MCFR will pay all periodic charges for utilities furnished to the Property.
- 1.10. ACCESS. MCFR shall have the right of access to all of the Property used by COUNTY but will not operate the equipment or disturb the materials without prior notice and consent of the COUNTY.
- 1.11. INDEMNITY. County agrees to indemnify MCFR against any and all liability for injuries to person or damage to property caused by COUNTY or COUNTY's employees negligence or occupancy of the property; and further provides that: COUNTY shall give to MCFR prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise affect or might affect MCFR.
- 1.12. LIABILITY INSURANCE. During the term of this agreement COUNTY will maintain commercial general liability insurance with combined single limit of not less than one million dollars (\$1,000,000.00) and two-hundred thousand (\$200,000.00) for damaged property. Such insurance must be written on an

occurrence basis and must be primary with respect to all other insurance covering any of the insured risk, must cover all risk arising directly or indirectly out of the insured risks; and must protect COUNTY and MCFR against claims of third persons. Such policies must be written in such form, with such terms and by such insurance companies reasonably acceptable to MCFR. COUNTY will deliver to MCFR certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 30 days written notice to MCFR.

- 1.13. DAMAGE OR DESTRUCTION. In case of damage to the Property caused by fire or other casualty, and the damage or destruction to the Property is to an extent greater than 50% of the then replacement cost of the improvements and personal property located on the Property, COUNTY may elect to terminate this Agreement by written notice of such election to MCFR within 30 days after the date of such damage or destruction.
- 1.14. SUCCESSION ASSIGNMENT AND SUBLETTING. This Agreement shall bind and inure to the benefit of the parties, their successors, and assigns; however, COUNTY may not assign its interest under this Agreement without first obtaining MCFR's written consent, which consent will not be unreasonably withheld. COUNTY shall not sublet any part of the property to any other party, it being in the intention of the parties that this Agreement is limited between MCFR and COUNTY.
- 1.15. DEFAULT BY COUNTY. The following shall be defaults under this Agreement:
- a. Failure of COUNTY to pay any charge within sixty days after said charge is due and payable.
 - b. Failure of COUNTY to comply with any term of this Agreement within 30 days after written demand therefore from MCFR.
- 1.16. REMEDIES FOR DEFAULT BY COUNTY. Upon default, MCFR may exercise one or more of the following remedies in addition to any other remedies available under applicable law:
- a. MCFR may terminate this Agreement by notice to COUNTY. Termination shall be without prejudice to MCFR's right to recover damages for the default.
 - b. MCFR may terminate COUNTY's right to possession of the Property and retake possession if necessary.

- c. Whether or not the Agreement is terminated or possession is retaken, MCFR may recover all reasonable damages caused by the default not to exceed the sum of one year rent.

1.17. **NONDISCRIMINATION.** The parties shall comply with all Federal statutes relating to nondiscrimination. This includes all applicable requirements of all other Federal laws, Executive Orders, regulations and policies. These include, but are not limited to, Sections 119 and 504 of the Rehabilitation Act of 10973, as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program or disability.

1.18. **EMPLOYMENT POLICY.** Employees of the parties of this Agreement shall at all times be subject only to the laws, regulations and rules governing their employment, regardless of incident location and shall not be entitled to compensation or other benefits of any kind other than specially provided by the terms of their employment.

1.19. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to award records shall 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).

1.20. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts

MCFR Contact	MCFR Administrative Contact
Name: Robert Palmer – Fire Chief Address: 1400 W. 8 th Street City: The Dalles State: Oregon Zip: 97058 Telephone: 541.296.9445 Fax: 541.296.9445 Email: rpalmer@mcfcr.org	Name: Dana Woods Address: 1400 W. 8 th Street City: The Dalles State: Oregon Zip: 97058 Telephone: 541.296.9445 Fax: 541.296.9445 Email: dwoods@mcfcr.org

Principal Wasco County Contacts

COUNTY Contact	COUNTY Administrative Contact
Name: Lane Magill - Sheriff Address: 511 Washington Street, Suite 102	Name: Lane Magill - Sheriff Address: 511 Washington Street,

City: The Dalles State: Oregon Zip: 97058 Telephone: 541.506.2592 Fax: 541.506. Email: lanem@co.wasco.or.us	Suite 102 City: The Dalles State: Oregon Zip: 97058 Telephone: 541.506.2586 Fax: 541.506. Email: brendab@co.wasco.or.us
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- 1.21. MODIFICATION. Modifications within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The COUNTY is not obligated to fund any changes not properly approved in advance.
- 1.22. INSPECTION. MCFR and its agents may enter upon the Property used by COUNTY at all reasonable times without notice for the purpose of examining the Property generally to see if the COUNTY is in compliance with the terms and provisions of this Agreement.
- 1.23. SURRENDER. Upon expiration of this Agreement or earlier termination on account of default or otherwise, County shall remove its personal property and vehicles from the Property.
- 1.24. TERMINATION. The Agreement may be terminated by either party by 60 days prior written notice.
- 1.25. GENERAL PROVISIONS. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.
- a. COUNTY covenants and agrees to keep the Property and every part thereof, at all times during the term of this Agreement, free and clear of mechanics' liens and other liens for labor, services, supplies, equipment and materials supplied to COUNTY.
 - b. This Agreement shall supersede any other agreements previously entered into between the parties. There are no agreements, written or oral, except those contained herein. This Agreement may not be modified except by a writing duly executed by the parties hereto.
 - c. Paragraph captions are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

This Agreement shall be governed by the laws of the State of Oregon.

AUTHORIZED REPRESENTATIVES. 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 area for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective, July 1, 2017.

MID-COLUMBIA FIRE & RESCUE:

WASCO COUNTY:

Name: Robert Palmer
Title: Fire Chief
Mid-Columbia Fire & Rescue

Name: Rod L. Runyon
Title: Chair
Wasco County Board of Commissioners

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Discussion Item
SWPRD Letter of Support

- [Letter to Oregon Marine Board supporting South Wasco County Park and Recreation District Grant Application](#)



ADMINISTRATIVE SERVICES

511 Washington St., Ste. 101 • The Dalles, OR 97058
p: [541] 506-2550 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

April 19, 2017

Boating Facilities Manager
Oregon State Marine Board
435 Commercial Street NE #400
Salem, Oregon 97309

Re: South Wasco Park & Recreation District OSMB Grant Application

Wasco County enthusiastically supports South Wasco Park & Recreation District's grant application to repair the north boat ramp at Pine Hollow Reservoir. As a non-taxing district, OSMB grant funding is crucial to SWPRD's efforts in support of safe fishing and recreational activities on the reservoir, which in turn provide a critical economic boost in rural South Wasco County.

Pine Hollow Reservoir, serving as an irrigation reservoir for local agriculture, is also a popular recreational site. Thousands visit Pine Hollow every year; it is *38 out of 199 Oregon bodies of water* in boating-use days. The closure of the north boat ramp has placed tremendous stress on the south boat ramp at this high-use area. Additionally, visitor traffic from those who stay at the north boat ramp area and drive to the south ramp to launch their boats creates tension for residents along the route; removal of the north boat ramp would not provide a solution.

Pine Hollow Reservoir is a key asset in South Wasco County that supports a sustainable economy and improved living standards in this rural area of Wasco County. Community leaders and partner organizations, including Wasco County, South Wasco Alliance and Badger Irrigation District, have invested resources to find a solution at Pine Hollow. A 2015/2016 survey regarding the management of recreation in South Wasco County revealed overwhelming local support for the formation the non-taxing recreation district with the repair of the north boat ramp at Pine Hollow as its first major project. Wasco County has deeded County land to the District to support their efforts to replace the north ramp at Pine Hollow Reservoir.

Thank you for your time and thoughtfulness as you consider the SWPRD grant application; OSMB funding is critical to their success on behalf of the community and its visitors.

Sincerely,
Wasco County Board of Commissioners

Rod L. Runyon, Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner

Discussion Item

Appointments

- [Bob Sjolund Application – Wasco County Forest Collaborative Group Steering Committee](#)
- [Order 17-017 Appointing Bob Sjolund to the Wasco County Forest Collaborative Group Steering Committee](#)
- [Order 17-018 Appointing Lynne Erickson to the Wasco County Planning Commission Position #4](#)

INFORMATION AND QUALIFICATION FORM

Wasco County Forest Collaborative Group Steering Committee VOLUNTEER POSITIONS

BACKGROUND

The Wasco County Forest Collaborative Group represents a broad constituency of stakeholders interested in healthy forest ecosystems, economic vitality and quality of life in the wildland urban interface with Wasco County. We provide the US Forest Service (USFS) with proposals for management of National Forest (NF) lands, and we support the utilization of forest resources and related opportunities to strengthen local communities.

The interest groups represented on the Steering Committee and the numbers of seats that will be available to each group are listed below. Please indicate to which group(s) you belong:

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Forest Products Industry | 1 | <input type="checkbox"/> State Agencies | 1 |
| <input type="checkbox"/> Environmental | 1 | <input type="checkbox"/> Recreation & Tourism | 1 |
| <input type="checkbox"/> Community Wildfire Protection | 1 | <input type="checkbox"/> Private Landowners | 1 |
| <input type="checkbox"/> Watershed & Water Resources | 1 | <input checked="" type="checkbox"/> Tribal | 1 |
| <input type="checkbox"/> Local Government | 1 | <input type="checkbox"/> At Large | 2 |

APPLICATION

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

Name: Robert D. Sjölund

Address: _____

Phone (home) _____

Phone (work) 541-553-8197

E-mail address: bob.sjolund@ctwsbnc.org

Signature: _____

Date: April 10, 2017

Number of years as a Wasco County resident: 0


Your objectives/goals? Desired contributions and accomplishments? _____

- Work with collaboratives and stakeholders to provide a common goal of healthy forests on the reservation lands and all tribal ceded lands.

Approximate hours/month available for this commitment? 2-4 hrs/month

Comments: _____

Education (school, college, training, apprenticeships, degrees, etc.)

A.S. Degree - Fire Science Date(s): 

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

Experience (work, volunteering, leadership roles, achievements etc.)

Structure/Wildland fire Date(s): 30 years

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

Vocational/professional licenses, awards, recognition, etc.

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

General Comments

I am the current fuels planner for fire Warm Springs Fire Management. My mission is to build positive relationships to create healthy forests on and off reservation boundaries and for the tribal members I work for.

Send completed form to:

Wasco County Board of Commissioners
511 Washington Street
The Dalles OR 97058
(541) 506-2520
fax (541) 506-2551

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF)
BOB SJOLUND TO THE WASCO COUNTY) ORDER
FOREST COLLABORATIVE GROUP STEERING) #17-017
COMMITTEE)

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

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT FURTHER APPEARING TO THE BOARD: That Clay Penhollow has resigned his position on the Wasco County Forest Collaborative Group Steering Committee; and

IT FUTHER APPEARING TO THE BOARD: That Bob Sjolund is willing and is qualified to be appointed to serve on the Wasco County Forest Collaborative Group Steering Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bob Sjolund be and is hereby appointed to serve on the Wasco County Forest Collaborative Group Steering Committee as the Tribal Representative; said term to expire on December 31, 2019.

DATED this 19th day of April, 2019.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Steven D. Kramer, Vice-Chair

Kristen Campbell
Wasco County Counsel

Scott C. Hege, County Commissioner

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF)
LYNNE ERICKSON TO THE WASCO COUNTY) O R D E R
PLANNING COMMISSION, POSITION #4) #17-018

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 Andrew Meyer has resigned his position on the Wasco County Planning Commission; and

IT FURTHER APPEARING TO THE BOARD: That Lynne Erickson, currently serving as an Alternate Planning Commissioner, is willing and is qualified to be appointed to the Wasco County Planning Commission to fill the vacancy.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lynne Erickson be and is hereby appointed to the Wasco County Planning Commission, Position #4 to complete Andre Meyer's term; said term to expire on December 31, 2017.

DATED this 19th day of April, 2017.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Agenda Item

Financial Report

- [Finance Director's March 2017 Report](#)
- [March 2017 Financials](#)

Wasco County Financial Report – through March 31st, 2017

This review is on unaudited numbers and is for the use of Management. There may be differences due to timing and/or end of year entries that may result in a difference from audited figures.

As of the end of February, 75% of the budget year was completed. This number is one factor to consider in determining if the County is proceeding according to the budget plan.

Discussion of Revenue

General Fund

- Property taxes are at 95.5% of budget execution compared to 96.1% last year at this time. The actual dollar value is \$287 thousand ahead of last year at this time. Last month, the difference was \$110 thousand more. The closing of the gap is due to a large collection of prior year taxes in FY16 during February 2016. The result is property taxes are in line with budget projections.
- License fees and permits are at 82.1% of budget execution, compared to 104.2% at the same time last year. However, due to the higher budgeted in fiscal year 2017, the actual increase over last year is \$97 thousand to date. Last year the county brought in about \$79 thousand per month for the last 5 months of the fiscal year. March 2017 brought in \$86 thousand – about \$7 thousand above last year's average for the final five months. This year is on pace to exceed the budgeted revenue by about around \$75 thousand.
- Transfers are up \$489 thousand over last fiscal year at this point, however, the budget execution is at 71.2%. This deviates from the budgeted straight-line rate due to not all transfers budgeted being executed. Specifically, the funds to reimburse for Search and Rescue are only transferred when there are appropriate costs to be reimbursed.

Public Works Fund

- The Intergovernmental Revenue – Non Single Audit is \$405 thousand ahead of last year and at 69.1% of the budget execution. Last year at this time, the budget execution was at 59.5%. This is primarily due to the Motor Vehicle Funds received. This revenue source is doing well.
- Petroleum products sold is down by \$36 thousand. This appears to be a timing issue and is in the process of being caught up. Due to the nature of the process, the catch-up has not happened yet.
- Miscellaneous Revenue is up \$12.5 thousand over last year. This is primarily due to collections of the principal outstanding on Tooley Terrace Improvement accounts. During a reconciliation process it was discovered the Tooley Terrace accounts had mostly been paid off on time. However, several accounts were still outstanding. These have been followed up on and only three remain. One is making payments and will be paid off by August. The other two are still being worked on. This has also impacted interest earnings.

Fair Fund

- Revenues are at \$170 thousand which is right at 100% of budget execution. This was reached by the lottery distribution coming in.

County School Fund

- Revenue is \$200 thousand less than last year at this time. This is due to Federal Forest Receipts for FY17 are \$38 thousand to date versus \$204 thousand to date in FY16.

Community Corrections Fund

- Revenue is down \$105 thousand compared to last fiscal year. This is due to not having the same treatment grant received last fiscal year for \$103 thousand. This was identified in prior reports. Overall, revenues are at 78% of budget execution.

Commission on Children's and Families Fund

- Currently this fund is at 62.3% of the planned revenue and is \$22 thousand less than the prior fiscal year. This decrease in revenue is primarily due to not receiving the State Healthy Start funds for fiscal year 2017. The amount was not budgeted, so this is as planned. The timing on receipts for the other grants are the reason for the low budget execution percentage. This was identified in prior reports. However, this is progress as last month the difference was \$67 thousand and only a 29% budget execution. The timing issue is being minimized in this cycle.

Expenditures

General Fund

- County Clerk is \$62 thousand over the cost for last year at this date. Budget execution is at 72.5% so is within the planned budget.
- Sheriff's Office is \$83 thousand over the prior year – However, this is still only 70.1% of the budget execution. Sheriff's Office is in good shape as within budget and on track.
- All other General Fund departments appear to be within budget expectations.

Public Works

- Public Works is at 62.8% of budget execution which is within the linear expectations based on the budget. While last year at this time was 59.3% of budget execution, due to the additional weather related time staff worked the budget execution looks very good.

All other funds

- All are within budget execution expectations.

Summary

Overall, Wasco County remains in good shape for the fiscal year. Management is watching the budget and unplanned events are being held to within expectations. Bumps are to be expected and are being addressed.



Wasco County Monthly Report General Fund Revenue - March 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Revenue								
GENERAL FUND								
NON-DEPARTMENTAL RESOURCES-R								
GENERAL FUND RESOURCES-R								
PROPERTY TAXES-R	8,596,285	8,209,655	7,922,932	95.5%	96.1%	3.6%	286,723.91	
LICENSES FEES & PERMITS-R	876,500	719,255	621,888	82.1%	104.2%	15.7%	97,366.99	
INTERGOV'T REV - NON SINGLE AUDIT-R	528,480	393,427	387,153	74.4%	76.0%	1.6%	6,273.99	
INTERGOV'T REV - SINGLE AUDIT-R	3,200	3,916	3,268	122.4%	102.1%	19.8%	648.43	
INVESTMENT EARNINGS-R	32,200	50,135	28,601	155.7%	101.4%	75.3%	21,533.86	
RENTS-R	1,335	1,344	1,314	100.7%	98.4%	2.3%	29.75	
MISCELLANEOUS-R	134,277	127,972	135,014	95.3%	87.7%	-5.2%	(7,042.31)	
TRANSFERS IN-R	1,482,882	1,055,911	566,721	71.2%	72.6%	86.3%	489,190.41	
GENERAL FUND RESOURCES-R Total	11,655,159	10,561,615	9,666,890	90.6%	93.7%	9.3%	894,725.03	
NON-DEPARTMENTAL RESOURCES-R Total	11,655,159	10,561,615	9,666,890	90.6%	93.7%	9.3%	894,725.03	
ASSESSMENT & TAXATION-R								
ASSESSMENT & TAXATION-R	17,550	27,950	29,619	159.3%	139.1%	-5.6%	(1,669.18)	
ASSESSMENT & TAXATION-R Total	17,550	27,950	29,619	159.3%	139.1%	-5.6%	(1,669.18)	
COUNTY CLERK-R								
COUNTY CLERK-R	125,600	121,479	110,131	96.7%	95.9%	10.3%	11,347.84	
ELECTIONS-R	9,100	4,491	10,026	49.3%	97.8%	-55.2%	(5,534.96)	
COUNTY CLERK-R Total	134,700	125,969	120,157	93.5%	96.1%	4.8%	5,812.88	
SHERIFF-R								
EMERGENCY MANAGEMENT-R	110,487	51,928	30,341	47.0%	31.1%	71.1%	21,587.30	
MARINE PATROL-R	52,145	26,246	43,335	50.3%	83.1%	-39.4%	(17,089.06)	
LAW ENFORCEMENT-R	283,460	156,905	186,135	55.4%	64.1%	-15.7%	(29,230.17)	



Wasco County Monthly Report General Fund Revenue - March

Account	Current Budget	2017		Current	Prior Year	Year to	Current Year - Prior Year
		Current Actual YTD	Prior Year Actual YTD	Year Budget Executed	Budget Executed	Year % Change	
SHERIFF-R Total	446,092	235,080	259,812	52.7%	59.0%	-9.5%	(24,731.93)
ADMINISTRATIVE SERVICES-R							
INFORMATION TECHNOLOGY-R	106,250	83,695	77,239	78.8%	74.3%	8.4%	6,456.80
EMPLOYEE & ADMINISTRATIVE SERVICES-R	2,650	4,016	971	151.5%	37.3%	313.7%	3,044.95
FACILITIES-R	289,476	172,979	160,921	59.8%	80.7%	7.5%	12,057.89
ADMINISTRATIVE SERVICES-R Total	398,376	260,690	239,131	65.4%	78.1%	9.0%	21,559.64
ADMINISTRATION-R	294,220	210,884	179,413	71.7%	58.9%	17.5%	31,471.92
DISTRICT ATTORNEY-R	174,326	142,878	118,118	82.0%	72.3%	21.0%	24,759.79
PLANNING-R	146,150	119,790	118,985	82.0%	82.5%	0.7%	805.00
PUBLIC WORKS-R	16,065	11,140	10,100	69.3%	77.3%	10.3%	1,040.00
YOUTH SERVICES-R	43,300	36,097	33,600	83.4%	110.5%	7.4%	2,496.48
GENERAL FUND Total	13,325,938	11,732,094	10,775,824	88.0%	90.8%	8.9%	956,269.63
Revenue Total	13,325,938	11,732,094	10,775,824	88.0%	90.8%	8.9%	956,269.63



Wasco County Monthly Report General Fund - Expenditures - March 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	853,087	532,266	563,048	62.4%	65.6%	-5.5%	(30,781.54)
COUNTY CLERK-E							
COUNTY CLERK-E	227,352	163,073	139,833	71.7%	68.7%	16.6%	23,239.52
ELECTIONS-E	117,484	86,991	47,813	74.0%	43.1%	81.9%	39,177.42
COUNTY CLERK-E Total	344,836	250,064	187,647	72.5%	59.6%	33.3%	62,416.94
SHERIFF-E							
EMERGENCY MANAGEMENT-E	139,861	105,377	43,677	75.3%	35.4%	141.3%	61,700.21
MARINE PATROL-E	50,370	27,838	22,198	55.3%	42.4%	25.4%	5,639.82
LAW ENFORCEMENT-E	2,142,314	1,502,993	1,486,990	70.2%	73.3%	1.1%	16,003.03
SHERIFF-E Total	2,332,545	1,636,209	1,552,866	70.1%	70.5%	5.4%	83,343.06
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	875,077	594,216	512,779	67.9%	62.3%	15.9%	81,437.60
COUNTY COMMISSION-E	198,042	146,221	143,693	73.8%	74.4%	1.8%	2,528.10
EMPLOYEE & ADMINISTRATIVE SERVICES-E	904,631	593,773	383,099	65.6%	60.3%	55.0%	210,673.49
FACILITIES-E	952,396	539,247	422,084	56.6%	58.3%	27.8%	117,163.54
ADMINISTRATIVE SERVICES-E Total	2,930,145	1,873,457	1,461,655	63.9%	61.5%	28.2%	411,802.73
ADMINISTRATION-E							
ADMINISTRATION-E	900,550	478,680	503,820	53.2%	59.1%	-5.0%	(25,139.96)
PASS-THROUGH GRANTS-E	186,092	140,659	132,390	75.6%	69.0%	6.2%	8,268.79
NORCOR-E	1,943,848	1,610,084	1,551,221	82.8%	74.7%	3.8%	58,862.42
VETERANS-E	145,251	107,394	94,106	73.9%	71.7%	14.1%	13,287.86
SPECIAL PAYMENTS-E	407,525	309,374	263,249	75.9%	69.4%	17.5%	46,124.26
ADMINISTRATION-E Total	3,583,266	2,646,190	2,544,786	73.8%	70.0%	4.0%	101,403.37



Wasco County Monthly Report General Fund - Expenditures - March 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
DISTRICT ATTORNEY-E	576,865	422,128	410,346	73.2%	76.0%	2.9%	11,782.33
PLANNING-E	759,017	501,689	388,010	66.1%	57.0%	29.3%	113,679.63
PUBLIC WORKS-E	67,614	46,275	44,308	68.4%	66.9%	4.4%	1,966.42
YOUTH SERVICES-E	534,020	406,135	354,916	76.1%	71.8%	14.4%	51,219.26
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E	2,907,500	2,165,747	1,676,971	74.5%	74.0%	29.1%	488,775.87
GENERAL FUND EXPENDITURES-E Total	2,907,500	2,165,747	1,676,971	74.5%	74.0%	29.1%	488,775.87
NON-DEPARTMENTAL EXPENDITURES-E Total	2,907,500	2,165,747	1,676,971	74.5%	74.0%	29.1%	488,775.87
GENERAL FUND Total	14,888,894	10,480,159	9,184,551	70.4%	68.4%	14.1%	1,295,608.07
Expense Total	14,888,894	10,480,159	9,184,551	70.4%	68.4%	14.1%	1,295,608.07



Wasco County Monthly Report

Public Works - Revenue Expense - March 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R	23,600	34,150	17,171	144.7%	94.9%	98.9%	16,978.99
INTERNAL SERVICES-R	3,180	2,385	2,385	75.0%	75.0%	0.0%	-
PUBLIC WORKS RESOURCES-R Total	26,780	36,535	19,556	136.4%	91.9%	86.8%	16,978.99
NON-DEPARTMENTAL RESOURCES-R Total	26,780	36,535	19,556	136.4%	91.9%	86.8%	16,978.99
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	10,000	8,719	-	87.2%	0.0%	#DIV/0!	8,718.50
INTERGOV'T REV - NON SINGLE AUDIT-R	2,371,200	1,638,908	1,233,185	69.1%	59.5%	32.9%	405,723.76
INTERGOV'T REV - SINGLE AUDIT-R	100,200	114,817	610,873	114.6%	117.4%	-81.2%	(496,056.61)
MISCELLANEOUS-R	1,000	22,057	9,550	2205.7%	1910.0%	131.0%	12,506.84
SALE OF FIXED ASSETS-R	10,000	-	-	0.0%	0.0%	#DIV/0!	-
CHARGES FOR SERVICES-R							
CONT WORK-OTHER GOVT	25,000	48,245	42,804	193.0%	171.2%	12.7%	5,441.07
PETROLEUM PRODUCTS - 21 CENTS	6,000	9,389	16,648	156.5%	277.5%	-43.6%	(7,259.12)
PETROLEUM PRODUCTS SOLD	165,000	70,756	106,929	42.9%	64.8%	-33.8%	(36,172.60)
CHARGES FOR SERVICES-R Total	196,000	128,390	166,381	65.5%	84.9%	-22.8%	(37,990.65)
PUBLIC WORKS-R Total	2,688,400	1,912,891	2,019,989	71.2%	71.8%	-5.3%	(107,098.16)
PUBLIC WORKS-R Total	2,688,400	1,912,891	2,019,989	71.2%	71.8%	-5.3%	(107,098.16)
PUBLIC WORKS FUND Total	2,715,180	1,949,426	2,039,545	71.8%	71.9%	-4.4%	(90,119.17)
Revenue Total	2,715,180	1,949,426	2,039,545	71.8%	71.9%	-4.4%	(90,119.17)
Expense							



Wasco County Monthly Report

Public Works - Revenue Expense - March 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,624,939	1,208,878	1,015,420	74.4%	71.8%	19.1%	193,458.11
MATERIALS & SERVICES-E	1,326,400	790,173	478,786	59.6%	45.3%	65.0%	311,387.31
CAPITAL OUTLAY-E	230,000	-	17,278	0.0%	23.0%	-100.0%	(17,277.64)
PUBLIC WORKS-E Total	3,181,339	1,999,052	1,511,484	62.8%	59.3%	32.3%	487,567.78
PUBLIC WORKS-E Total	3,181,339	1,999,052	1,511,484	62.8%	59.3%	32.3%	487,567.78
PUBLIC WORKS FUND Total	3,181,339	1,999,052	1,511,484	62.8%	59.3%	32.3%	487,567.78
Expense Total	3,181,339	1,999,052	1,511,484	62.8%	59.3%	32.3%	487,567.78



Wasco County Monthly Report

All Funds Revenue Expense Summary - March 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Revenue								
911 COMMUNICATIONS FUND	994,687	832,612	577,702	83.7%	62.4%	44.1%	254,909.38	
911 EQUIPMENT RESERVE	1,200	1,572	860	131.0%	71.6%	82.8%	712.32	
CAPITAL ACQUISITIONS FUND	912,650	690,338	530,388	75.6%	75.2%	30.2%	159,950.05	
CDBG GRANT FUND	5,478,670	235,344	-	4.3%	0.0%	#DIV/0!	235,343.96	
CLERK RECORDS FUND	7,425	7,665	7,128	103.2%	108.8%	7.5%	536.82	
COMM ON CHILDREN & FAMILIES FUND	147,600	91,900	114,168	62.3%	108.8%	-19.5%	(22,267.38)	
COMMUNITY CORRECTIONS FUND	1,506,382	1,186,887	1,291,858	78.8%	117.7%	-8.1%	(104,970.85)	
COUNTY FAIR FUND	169,550	173,594	137,609	102.4%	78.6%	26.1%	35,984.68	
COUNTY SCHOOL FUND	280,200	102,461	302,033	36.6%	104.4%	-66.1%	(199,572.05)	
COURT FACILITIES SECURITY FUND	3,855	19,910	22,303	516.5%	72.5%	-10.7%	(2,392.79)	
DISTRICT ATTORNEY	2,600	4,392	2,304	168.9%	139.6%	90.7%	2,088.82	
FACILITY CAPITAL RESERVE	912,000	688,629	528,891	75.5%	75.3%	30.2%	159,738.83	
FOREST HEALTH PROGRAM FUND	380	879	572	231.2%	1.0%	53.6%	306.65	
GENERAL FUND	13,325,938	11,732,094	10,775,824	88.0%	90.8%	8.9%	956,269.63	
GENERAL OPERATING RESERVE	812,000	615,138	455,670	75.8%	75.3%	35.0%	159,467.69	
HOUSEHOLD HAZARDOUS WASTE FUND	331,250	229,042	219,506	69.1%	69.3%	4.3%	9,536.67	
KRAMER FIELD FUND	165	217	118	131.2%	78.9%	82.9%	98.12	
LAND CORNER PRESERVATION FUND	32,470	25,503	24,185	78.5%	87.3%	5.5%	1,318.51	
LAW LIBRARY FUND	25,700	26,489	26,043	103.1%	126.4%	1.7%	446.36	
MUSEUM	112,475	89,135	46,325	79.2%	53.3%	92.4%	42,809.55	
PARKS FUND	70,360	61,378	51,953	87.2%	65.4%	18.1%	9,425.13	
PUBLIC WORKS FUND	2,715,180	1,949,426	2,039,545	71.8%	71.9%	-4.4%	(90,119.17)	
ROAD RESERVE FUND	15,000	18,442	10,086	122.9%	77.6%	82.9%	8,356.02	
SPECIAL ECON DEV PAYMENTS FUND	1,242,000	1,149,308	1,797,753	92.5%	139.4%	-36.1%	(648,444.82)	



Wasco County Monthly Report

All Funds Revenue Expense Summary - March 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
WEED & PEST CONTROL FUND	214,100	148,000	145,377	69.1%	65.3%	1.8%	2,622.86
Revenue Total	29,313,837	20,080,354	19,108,199	68.5%	70.8%	5.1%	972,154.99
Expense							
911 COMMUNICATIONS FUND	1,000,111	743,670	741,178	74.4%	76.0%	0.3%	2,491.71
911 EQUIPMENT RESERVE	240,600	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	2,802,650	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,508,670	143,548	-	2.6%	0.0%	#DIV/0!	143,547.93
CLERK RECORDS FUND	50,825	392	731	0.8%	1.8%	-46.4%	(339.03)
COMM ON CHILDREN & FAMILIES FUND	209,846	105,380	122,961	50.2%	71.6%	-14.3%	(17,581.51)
COMMUNITY CORRECTIONS FUND	1,899,882	936,230	771,501	49.3%	63.9%	21.4%	164,728.32
COUNTY FAIR FUND	184,488	164,457	158,911	89.1%	78.5%	3.5%	5,546.81
COUNTY SCHOOL FUND	290,000	64,469	61,872	22.2%	16.5%	4.2%	2,596.80
COURT FACILITIES SECURITY FUND	36,000	-	-	0.0%	0.0%	#DIV/0!	-
DISTRICT ATTORNEY	21,325	4,595	6,957	21.5%	25.3%	-33.9%	(2,361.81)
FACILITY CAPITAL RESERVE	2,734,000	18,750	-	0.7%	0.0%	#DIV/0!	18,749.97
FOREST HEALTH PROGRAM FUND	77,219	-	75,000	0.0%	32.5%	-100.0%	(74,999.97)
GENERAL FUND	14,888,894	10,480,159	9,184,551	70.4%	68.4%	14.1%	1,295,608.07
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	397,506	199,852	188,244	50.3%	54.6%	6.2%	11,608.52
KRAMER FIELD FUND	33,145	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	69,539	45,078	49,504	64.8%	74.2%	-8.9%	(4,426.35)
LAW LIBRARY FUND	48,000	15,823	16,420	33.0%	34.2%	-3.6%	(596.80)
MUSEUM	275,149	53,895	60,848	19.6%	24.4%	-11.4%	(6,952.76)
PARKS FUND	80,263	32,010	29,096	39.9%	34.0%	10.0%	2,914.54
PUBLIC WORKS FUND	3,181,339	1,999,052	1,511,484	62.8%	59.3%	32.3%	487,567.78
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	2,130,800	1,703,992	356,664	80.0%	27.5%	377.8%	1,347,328.47
WEED & PEST CONTROL FUND	252,338	162,554	191,078	64.4%	76.2%	-14.9%	(28,523.79)
Expense Total	42,039,589	16,873,906	13,526,999	40.1%	36.8%	24.7%	3,346,906.90



Wasco County Monthly Report Personnel - All Funds - March 2017

Filters

Fd	(All)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	765,243	481,927	507,460	63.0%	64.9%	-5.0%	(25,533.19)
COUNTY CLERK-E	278,066	201,050	169,415	72.3%	66.3%	18.7%	31,635.75
SHERIFF-E	1,996,421	1,433,729	1,376,444	71.8%	72.6%	4.2%	57,285.32
ADMINISTRATIVE SERVICES-E	1,695,202	1,175,786	944,434	69.4%	62.6%	24.5%	231,351.83
ADMINISTRATION-E	152,351	97,404	87,832	63.9%	63.1%	10.9%	9,571.73
DISTRICT ATTORNEY-E	518,265	383,396	368,749	74.0%	76.6%	4.0%	14,647.78
PLANNING-E	710,991	464,961	353,295	65.4%	55.4%	31.6%	111,665.78
PUBLIC WORKS-E	56,699	40,946	40,407	72.2%	75.9%	1.3%	539.24
YOUTH SERVICES-E	502,248	386,622	339,484	77.0%	74.9%	13.9%	47,138.71
GENERAL FUND Total	6,675,485	4,665,823	4,187,520	69.9%	67.5%	11.4%	478,302.95
PUBLIC WORKS FUND							
PUBLIC WORKS-E	1,624,939	1,208,878	1,015,420	74.4%	71.8%	19.1%	193,458.11
PUBLIC WORKS FUND Total	1,624,939	1,208,878	1,015,420	74.4%	71.8%	19.1%	193,458.11
911 COMMUNICATIONS FUND							
SHERIFF-E	825,122	626,045	609,573	75.9%	75.6%	2.7%	16,472.01
911 COMMUNICATIONS FUND Total	825,122	626,045	609,573	75.9%	75.6%	2.7%	16,472.01
COMM ON CHILDREN & FAMILIES FUND							
YOUTH SERVICES-E	73,971	56,742	53,573	76.7%	74.6%	5.9%	3,169.55
COMM ON CHILDREN & FAMILIES FUND Total	73,971	56,742	53,573	76.7%	74.6%	5.9%	3,169.55
COMMUNITY CORRECTIONS FUND							
SHERIFF-E	675,870	468,594	350,472	69.3%	65.3%	33.7%	118,122.16
COMMUNITY CORRECTIONS FUND Total	675,870	468,594	350,472	69.3%	65.3%	33.7%	118,122.16
COUNTY FAIR FUND							



Wasco County Monthly Report Personnel - All Funds - March 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
ADMINISTRATION-E	12,938	5,567	18,314	43.0%	44.8%	-69.6%	(12,746.72)
COUNTY FAIR FUND Total	12,938	5,567	18,314	43.0%	44.8%	-69.6%	(12,746.72)
HOUSEHOLD HAZARDOUS WASTE FUND	117,584	79,249	63,859	67.4%	56.0%	24.1%	15,389.94
LAND CORNER PRESERVATION FUND	56,039	43,053	40,422	76.8%	75.9%	6.5%	2,630.65
MUSEUM	44,669	21,482	26,690	48.1%	53.4%	-19.5%	(5,207.51)
PARKS FUND	36,343	10,675	12,209	29.4%	37.2%	-12.6%	(1,534.09)
WEED & PEST CONTROL FUND	93,588	77,270	66,049	82.6%	71.7%	17.0%	11,220.73
Expense Total	10,236,548	7,263,379	6,444,101	71.0%	68.4%	12.7%	819,277.78



Wasco County Monthly Report Materials and Services All Funds - March 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	87,844	50,339	55,587	57.3%	73.3%	-9.4%	(5,248.35)
COUNTY CLERK-E	66,770	49,013	18,232	73.4%	30.9%	168.8%	30,781.19
SHERIFF-E	262,322	146,076	173,012	55.7%	67.4%	-15.6%	(26,936.22)
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	395,223	285,033	271,993	72.1%	74.5%	4.8%	13,039.50
EMPLOYEE & ADMINISTRATIVE SERVICES-E	130,750	39,779	66,004	30.4%	137.1%	-39.7%	(26,224.85)
FACILITIES-E	357,970	211,964	149,877	59.2%	54.9%	41.4%	62,086.71
ADMINISTRATION-E							
ADMINISTRATION-E	767,450	368,560	397,263	48.0%	54.7%	-7.2%	(28,703.28)
PASS-THROUGH GRANTS-E	186,092	140,659	132,390	75.6%	69.0%	6.2%	8,268.79
NORCOR-E							
MATERIALS & SERVICES-E	1,943,848	1,610,084	1,551,221	82.8%	74.7%	3.8%	58,862.42
VETERANS-E	15,500	9,766	7,253	63.0%	49.7%	34.7%	2,513.29
SPECIAL PAYMENTS-E	407,525	309,374	263,249	75.9%	69.4%	17.5%	46,124.26
DISTRICT ATTORNEY-E	58,600	38,732	41,597	66.1%	71.6%	-6.9%	(2,865.45)
PLANNING-E	48,026	36,728	34,714	76.5%	81.4%	5.8%	2,013.85
PUBLIC WORKS-E							
SURVEYOR-E	8,500	2,859	1,407	33.6%	15.2%	103.3%	1,452.32
WATERMASTER-E	2,415	2,469	2,494	102.2%	66.9%	-1.0%	(25.14)
YOUTH SERVICES-E	31,772	19,513	15,432	61.4%	37.8%	26.4%	4,080.55
GENERAL FUND Total	4,770,607	3,320,946	3,181,727	69.6%	68.8%	4.4%	139,219.59
PUBLIC WORKS FUND							
PUBLIC WORKS-E							



Wasco County Monthly Report Materials and Services All Funds - March 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
PUBLIC WORKS-E							
MATERIALS & SERVICES-E	1,326,400	790,173	478,786	59.6%	45.3%	65.0%	311,387.31
PUBLIC WORKS FUND Total	1,326,400	790,173	478,786	59.6%	45.3%	65.0%	311,387.31
911 COMMUNICATIONS FUND							
SHERIFF-E	174,989	117,625	131,606	67.2%	77.9%	-10.6%	(13,980.30)
911 COMMUNICATIONS FUND Total	174,989	117,625	131,606	67.2%	77.9%	-10.6%	(13,980.30)
CLERK RECORDS FUND							
COUNTY CLERK-E	30,825	392	731	1.3%	4.7%	-46.4%	(339.03)
CLERK RECORDS FUND Total	30,825	392	731	1.3%	4.7%	-46.4%	(339.03)
COMM ON CHILDREN & FAMILIES FUND							
YOUTH SERVICES-E	135,875	48,637	69,388	35.8%	69.5%	-29.9%	(20,751.06)
COMM ON CHILDREN & FAMILIES FUND Total	135,875	48,637	69,388	35.8%	69.5%	-29.9%	(20,751.06)
COMMUNITY CORRECTIONS FUND							
SHERIFF-E	853,080	189,436	150,933	22.2%	48.7%	25.5%	38,503.19
COMMUNITY CORRECTIONS FUND Total	853,080	189,436	150,933	22.2%	48.7%	25.5%	38,503.19
COUNTY FAIR FUND							
ADMINISTRATION-E							
COUNTY FAIR-E	171,550	158,890	140,597	92.6%	87.0%	13.0%	18,293.53
COUNTY FAIR FUND Total	171,550	158,890	140,597	92.6%	87.0%	13.0%	18,293.53
COUNTY SCHOOL FUND							
ADMINISTRATION-E							
COUNTY SCHOOL-E	290,000	64,469	61,872	22.2%	16.5%	4.2%	2,596.80
COUNTY SCHOOL FUND Total	290,000	64,469	61,872	22.2%	16.5%	4.2%	2,596.80
COURT FACILITIES SECURITY FUND							
ADMINISTRATION-E							
COURT FACILITIES-E	36,000	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND Total	36,000	-	-	0.0%	0.0%	#DIV/0!	-
DISTRICT ATTORNEY							
DISTRICT ATTORNEY-E	19,525	3,245	3,207	16.6%	14.3%	1.2%	38.22
DISTRICT ATTORNEY Total	19,525	3,245	3,207	16.6%	14.3%	1.2%	38.22
FOREST HEALTH PROGRAM FUND							



Wasco County Monthly Report Materials and Services All Funds - March 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
ADMINISTRATION-E							
FOREST HEALTH-E	2,219	-	-	0.0%	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND Total	2,219	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND							
PUBLIC HEALTH-E	251,829	120,603	124,384	47.9%	55.9%	-3.0%	(3,781.42)
HOUSEHOLD HAZARDOUS WASTE FUND Total	251,829	120,603	124,384	47.9%	55.9%	-3.0%	(3,781.42)
KRAMER FIELD FUND	33,145	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	3,000	150	1,050	5.0%	35.0%	-85.7%	(900.00)
LAW LIBRARY FUND	40,000	9,823	10,420	24.6%	26.0%	-5.7%	(596.80)
MUSEUM	62,700	32,413	34,159	51.7%	67.7%	-5.1%	(1,745.25)
PARKS FUND	43,920	21,335	16,886	48.6%	32.0%	26.3%	4,448.63
SPECIAL ECON DEV PAYMENTS FUND							
ADMINISTRATION-E							
DESIGN LLC-E	1,131,150	954,255	146,664	84.4%	14.4%	550.6%	807,591.00
SPECIAL ECON DEV PAYMENTS FUND Total	1,131,150	954,255	146,664	84.4%	14.4%	550.6%	807,591.00
WEED & PEST CONTROL FUND	158,750	85,284	125,028	53.7%	78.8%	-31.8%	(39,744.52)
Expense Total	9,535,564	5,917,678	4,677,438	62.1%	54.5%	26.5%	1,240,239.89



Wasco County Monthly Report

Capital All Funds - March 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND	535,302	327,643	138,334	61.2%	41.2%	136.9%	189,309.66
PUBLIC WORKS FUND	230,000	-	17,278	0.0%	23.0%	-100.0%	(17,277.64)
911 EQUIPMENT RESERVE	240,600	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	2,802,650	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,508,670	143,548	-	2.6%	0.0%	#DIV/0!	143,547.93
CLERK RECORDS FUND	20,000	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	2,709,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	28,093	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	8,000	-	6,157	0.0%	77.0%	-100.0%	(6,157.00)
MUSEUM	167,780	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
Expense Total	17,877,095	471,191	161,768	2.6%	1.0%	191.3%	309,422.95



Wasco County Monthly Report Reserve Funds - March 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
FACILITY CAPITAL RESERVE	912,000	688,629	528,891	75.5%	75.3%	30.2%	159,738.83
GENERAL OPERATING RESERVE	812,000	615,138	455,670	75.8%	75.3%	35.0%	159,467.69
ROAD RESERVE FUND	15,000	18,442	10,086	122.9%	77.6%	82.9%	8,356.02
Revenue Total	1,739,000	1,322,209	994,647	76.0%	75.3%	32.9%	327,562.54
Expense							
FACILITY CAPITAL RESERVE	2,734,000	18,750	-	0.7%	0.0%	#DIV/0!	18,749.97
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
Expense Total	8,361,000	18,750	-	0.2%	0.0%	#DIV/0!	18,749.97



Wasco County Monthly Report Investment/Interest All Funds - March 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
INTEREST EARNED							
911 COMMUNICATIONS FUND	150	258	45	171.8%	15.1%	467.0%	212.21
911 EQUIPMENT RESERVE	1,200	1,572	860	131.0%	71.6%	82.8%	712.32
CAPITAL ACQUISITIONS FUND	12,650	15,338	5,388	121.2%	107.8%	184.7%	9,950.02
CDBG GRANT FUND	200	345	-	172.6%	#DIV/0!	#DIV/0!	345.12
CLERK RECORDS FUND	175	239	139	136.7%	139.1%	72.0%	100.18
COMM ON CHILDREN & FAMILIES FUND	600	659	431	109.9%	86.3%	52.8%	227.70
COMMUNITY CORRECTIONS FUND	2,000	7,037	2,138	351.8%	106.9%	229.1%	4,898.47
COUNTY FAIR FUND	470	443	342	94.2%	68.4%	29.5%	100.95
COUNTY SCHOOL FUND	200	205	660	102.4%	165.1%	-69.0%	(455.66)
COURT FACILITIES SECURITY FUND	355	684	265	192.6%	106.1%	157.7%	418.52
DISTRICT ATTORNEY	100	126	102	126.1%	67.9%	23.8%	24.25
FACILITY CAPITAL RESERVE	12,000	13,629	4,473	113.6%	149.1%	204.7%	9,156.05
FOREST HEALTH PROGRAM FUND	380	879	572	231.2%	57.2%	53.6%	306.65
GENERAL FUND	32,000	45,768	28,539	143.0%	101.9%	60.4%	17,228.94
GENERAL OPERATING RESERVE	12,000	15,138	5,670	126.1%	113.4%	167.0%	9,467.66
HOUSEHOLD HAZARDOUS WASTE FUND	450	1,513	676	336.3%	150.3%	123.8%	837.06
KRAMER FIELD FUND	165	217	118	131.2%	78.9%	82.9%	98.12
LAND CORNER PRESERVATION FUND	470	447	352	95.2%	50.3%	26.9%	94.93
LAW LIBRARY FUND	700	958	512	136.9%	85.3%	87.2%	446.36
MUSEUM	975	1,347	728	138.2%	72.8%	85.0%	618.85
PARKS FUND	575	1,242	516	215.9%	128.9%	140.7%	725.78
PUBLIC WORKS FUND	23,500	34,150	17,071	145.3%	94.8%	100.0%	17,078.99
ROAD RESERVE FUND	15,000	18,442	10,086	122.9%	77.6%	82.9%	8,356.02



Wasco County Monthly Report Investment/Interest All Funds - March 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
SPECIAL ECON DEV PAYMENTS FUND	2,000	4,135	477	206.8%	#DIV/0!	767.1%	3,658.18
WEED & PEST CONTROL FUND	600	1,439	674	239.9%	112.4%	113.4%	765.07
INTEREST EARNED Total	118,915	166,209	80,836	139.8%	98.2%	105.6%	85,372.74
LID INTEREST							
PUBLIC WORKS FUND	100	-	100	0.0%	100.0%	-100.0%	(100.00)
LID INTEREST Total	100	-	100	0.0%	100.0%	-100.0%	(100.00)
UNSEG TAX INTEREST EARNED							
GENERAL FUND	200	4,366	61	2183.1%	30.6%	7031.9%	4,304.92
UNSEG TAX INTEREST EARNED Total	200	4,366	61	2183.1%	30.6%	7031.9%	4,304.92
CONTRACT-THE DALLES 911 SHARE							
911 COMMUNICATIONS FUND	347,301	348,884	216,502	100.5%	68.6%	61.1%	132,381.72
CONTRACT-THE DALLES 911 SHARE Total	347,301	348,884	216,502	100.5%	68.6%	61.1%	132,381.72
CONTRACT-MCFR 911 SHARE							
911 COMMUNICATIONS FUND	79,424	52,949	36,102	66.7%	50.0%	46.7%	16,847.36
CONTRACT-MCFR 911 SHARE Total	79,424	52,949	36,102	66.7%	50.0%	46.7%	16,847.36
Revenue Total	545,940	572,408	333,602	104.8%	70.9%	71.6%	238,806.74

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 19, 2017**

CONSENT AGENDA

1. [4.5.2017 Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 5, 2017

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.

Public Comment

Richard Murray of The Dalles stated that he has had a number of complaints about the County administration. He reported that he recently participated in a BOPTA hearing regarding a piece of property; when the hearing concluded he was asked to see the Sheriff who explained to him that he was scaring some people in the Courthouse. He added that the Sheriff had told him who the people were who complaining, which he believes the Sheriff should not have done.

Mr. Murray went on to say that he has had some issues with the Sheriff's Department and told the Sheriff that he is a liar and that the deputies are liars and don't do their jobs. He stated that he told the Sheriff that he had tried to get the FBI to investigate the Sheriff and DA but was not able to do so.

Mr. Murray continued by saying that he has been having a problem with the Planning Department in filing a minor petition and still has not been able to get it done. He

stated that Senior Planner Dustin Nilsen had told him that it would take about two months; that time period is nearly up. He stated that Mr. Nilsen was nice and polite but is a liar. He said that there are emergency access issues and what he wants to do is in the public interest. He said that Mr. Nilsen had said that he would write a letter that day but he has still not received it. He stated that every time he comes in contact with people, they don't tell him the truth.

Mr. Murray said that the Board did not give him a hearing and he submitted a request to learn why the Commission does not want to talk to him. He received replies from Mr. Stone and County Counsel. He stated that he wants the County to give him the value of a piece of property and wants to buy his own piece of property to have it rezoned. He said that the Gorge Commission has a problem with him as well.

Mr. Murray said that his neighbor asked him to talk to the Board of Commissioners. He stated that under the scenic act there is an injunction that keeps him from touching the vegetation on a piece of his property. He said that the County doesn't have the money for the weed control; his property is an incubator for weeds; skeleton weed is a huge problem and it needs to be sprayed every fall to control it.

Chair Runyon stated that the last time Mr. Murray appeared before the Board, Chair Runyon told him that he can meet with the Commissioners individually and would just need to work with Ms. White to get an appointment. He said that he has received no instructions to not speak with Mr. Murray. He said that he will pass on the information presented today. Mr. Murray said that within a week he will give the information to RaeLynn Ricarte, Editor of The Dalles Chronicle.

Discussion List – Juvenile Crime Prevention Plan

Youth Services Director Molly Rogers explained that they have received this grant since 1999; it is a non-competitive grant that does not require matching funds. She reported that in the past the funds have been used for the truancy program but funding for that program has been shrinking. They decided to apply the funds to augment work already being done. She stated that the plan must be and has been approved by the Local Public Safety Coordinating Committee. She concluded by saying that the application/plan has already been submitted to the State pending any changes and a letter of support from the Board of County Commissioners.

*****The Board was in consensus to sign the letter of support for the 2017 Wasco County Juvenile Crime Prevention Plan.*****

Commissioner Hege asked if the grant is for the next fiscal year. Ms. Rogers replied that it is for the next biennium for a total of more than \$34,000 over the next two years.

Discussion List – Satisfaction of Lien

Finance Manager Siri Olson explained that this is for a project that was done in Tooley Terrace a number of years ago. She stated that Ms. Harrison has paid in full; there are three liens outstanding from the project.

Commissioner Hege moved to approve the Satisfaction of Lien for Hollie Harrison. Commissioner Kramer seconded the motion which passed unanimously.

Discussion List – CAFFA Grant Application

County Assessor/Tax Collector Jill Amery explained that this grant program through the Oregon Department of Revenue assists with the administration of Tax and Assessment. She explained that it is not just her department that is included in this process; GIS, Information Systems and Finance are all involved. She went on to say that as conversion has been completed, more resources are being directed to catching up on the appraisal work. She added that they have also been able to spend more time in preparation for the Board of Property Tax Appeals which has resulted in fewer hearings.

Ms. Amery stated that tax collection is going up a bit with more proactive collections. She stated that the personal property tax for manufactured homes is challenging; the State is working on that issue. She reviewed the numbers contained in the application, saying that she estimates Wasco County will receive \$199,000, but we will not know our portion until all counties have submitted.

Chair Runyon commented that the application was very thorough and clear. He noted that the number of delinquent tax notices is significantly higher than last year. Ms. Amery explained that many people pay their taxes in three sections; if they are late each time, they will get a delinquent notice each time. She added that the economy is also causing people to get a little further behind.

Chair Runyon observed that the number of foreclosures has doubled. Ms. Amery responded that warrants will soon be issued; there are about 100 properties in that pipeline. She explained that people will come in to pay up to the last minute which means that not all of those will move forward to foreclosure.

**{{{Commissioner Hege moved to approve the CAFFA Grant Application.
Commissioner Kramer seconded the motion which passed unanimously.}}}**

Consent Agenda – 3.15.2017 Minutes

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

Agenda Item – Immediate Opportunity MOU Updates

WASCO COUNTY SOIL AND WATER CONSERVATION DISTRICT

Weed District Director Rod Asher said that this is a multi-agency project along the Deschutes River and state parks. He distributed a report (attached) to the Board and reviewed it saying that because weeds do not recognize property lines, it is important to work collaboratively for weed control. He stated that the work is done throughout the summer on both sides of the river in Sherman and Wasco Counties. He stated that they have acquired a raft and are doing some of the work by boat. He added that they are working with landowners on both sides to gain access; this money was used to support the program and to leverage more funding through grant programs.

Commissioner Hege said that these monies came from the initial fee paid by Google for their third enterprise zone. He said that the County and City of The Dalles worked cooperatively to get some of that money out into the community immediately; nearly \$250,000 was distributed.

District Manager Shilah Olson stated that skeleton weed is a huge issue and there have been a lot of community meetings around that issue. She said that this is a cooperative project and WCSWCD is happy to participate; they contributed \$10,000 this year and will again. She encouraged the County to continue to provide support for the program.

Mr. Asher said that skeleton weed is very invasive, spreading by seed and root. He explained that the weed can bind up combines; if you plow through it, every piece of root can create a brand new plant. It has a huge impact on wheat crops. It also has wind-blown seed. He said that they have been able to keep it at bay; this project has allowed work to be done in parts of the County that have never been looked at. He said that last year, crews went all the way to Maupin on both sides of the river. He stated that they are making connections with the land owners in Wasco County, finding and mapping weeds and making headway.

Commissioner Hege encouraged Mr. Asher to work with Wasco County Weed Master Merle Keys so everyone is working cooperatively with best practices.

Public Works Director Arthur Smith stated that in September of 2016, Wasco County spent over \$3,000 to spray the area mentioned by Mr. Murray – that was the third application in that area in 2016. He said that Wasco County is working hard to control the weed on County land and in the public right of way. He said that a lot of finger pointing goes on making it difficult to get everyone working in the same direction.

Mr. Asher stated that they do a lot of work on state ground and are pushing it out to landowners. He said he would be happy to work with the County to consolidate efforts.

Chair Runyon said that it is good to make that delineation between County, State and privately-owned properties.

4H & EXTENSION SERVICE DISTRICT

State 4-H Youth Development Family & Consumer Science and Expressive Arts Project Leader Lynette Black said that they are asking for a modification to their MOU. She stated that after research, they discovered that it was not practical to purchase a van. She said that they could return the dollars but would prefer to lease a van that would be owned by OSU – they would be responsible for the maintenance, insurance and even fuel.

Commissioner Hege asked if the City has seen this proposal. Ms. White explained that she has sent the information to the City of The Dalles, but they have not as yet met to discuss it. Commissioner Hege commented that the intention was for an ongoing resource; a lease would be only a 5-year solution.

Chair Runyon asked if the District has addressed sustainability. Ms. Black replied that they have not completely solved that aspect; they have used some surplus grant funds. Chair Runyon stated that he does not really have a problem with the suggested modification but the sustainability is concerning.

Commissioner Hege said that he would really like to hear from the City. He suggested that there might be something other than transportation to which the funds could be directed. He said that he would be open to considering an alternative project.

Chair Runyon stated that there does not seem to be any interest in taking the money back, but the Board would like to consider some other use. Ms. White said she would

WASCO COUNTY BOARD OF COMMISSIONERS
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PAGE 6

work with Ms. Black and the City to move this forward.

Commissioner Hege asked about the other monies allocated to the District through this MOU. Ms. White explained that the person responsible for that program was not available today but would be at the next Board session to report on the expenditure of those monies.

THE DALLES CHAMBER OF COMMERCE

Mindy McHale, Chair of The Dalles Chamber of Commerce Board of Directors, stated that they are requesting an extension; with the severe winter weather there have been delays in the work. She said she expects the outdoor work to begin on May 1st, after Cherry Festival, and to be completed by August.

Commissioner Hege noted that the Chamber has already done a lot of work in preparation for this project. He said that idea is to leverage these funds to do a bigger project, which is what they have done. He asked if a due date of September 30 would be adequate. Ms. McHale said that would be fine.

{{{Commissioner Kramer moved to approve Addendum #1 to the MOU between the City of The Dalles/Wasco County and The Dalles Chamber of Commerce for and extension to September 30, 2017. Commissioner Hege seconded the motion which passed unanimously.}}}

DUFUR PARKS AND RECREATION DISTRICT

Ann Ferguson, Secretary/Treasurer of the Dufur Parks and Recreation District reported that the restroom is nearly complete; it sits about six inches off of the ground so a ramp needs to be installed. Commissioner Kramer reported that the plumbing was hooked up just a couple of days ago. Ms. Ferguson added that it is a unisex bathroom and has a drinking fountain in front. She reported that the building was ordered and sat at the factory for two months waiting for the weather to clear.

FORT DALLES MUSEUM

Museum Commission Chair Donna Lawrence stated that they are asking for an extension; much of the preservation work has to be done outside and the winter weather was too severe for it to move forward. She said that they have gotten bids and the contractors are ready to go as soon as they get the word. She said she hopes to start in June. She reported that the surgeon's quarters needs to be re-stained/repainted;

because it is historical, special products must be used. She went on to say that the Anderson House has flooring issues they hope to be addressing but do not know what the total cost will be. She said that Eric Gleason has been driving this project but is unable to be here today.

Discussion ensued around the deadline for completion; the Board determined that the November 15th date in the addendum is appropriate.

Commissioner Kramer moved to approve Addendum #1 to the MOU between Wasco County/City of The Dalles and the Fort Dalles Museum Commission. Commissioner Hege seconded the motion which passed unanimously.}}

Ms. Lawrence said that there is a retaining wall in front of the Anderson House that is in need and she would like to see that addressed as well. Commissioner Hege replied that the MOU was for the structures but if there is money left over once those projects are completed, they could talk about the retaining wall.

Art Donation

Anders Andersson explained that he had been good friends with Wilma Roberts, a local photographer and artist who passed away in 2014 at the age of 100. He told how he had been on-hand to help Ms. Roberts clear out her studio and had admired a painting that had long hung on the wall of the studio. Ms. Roberts had tried to gift the art to Mr. Andersson but he would not accept the gift; so she sold it to him for a nickel. He stated that he has had the painting, done on metal, for over 10 years but believes it belongs to The Dalles and should be on public display; therefore, he is donating it to Wasco County.

Chair Runyon noted that he used to work at the depot depicted in the painting. He said that he worked the evening shift; two trains came through each night. He observed that the transportation depot where the County VSO is now located was modeled after the train depot.

Mr. Andersson presented the painting to Commissioner Hege who accepted on behalf of the County. Chair Runyon said that he would take the painting to the Wasco County Pioneers Association annual meeting where it would be on display for a gathering of 400-500 people.

As Mr. Andersson departed, local reporter Rodger Nichols gave him a nickel on behalf of the County.

Agenda Item – Warm Springs Weed Control MOA

Mr. Smith stated that this agreement goes hand in glove with the work that Mr. Asher talked about. He said that Wasco County partners with the Tribes for an integrated vegetation management strategy. He said that the County works with the Tribes to spray for weeds on the Reservation as well as the roads leading to the Reservation. He noted that the agreement is not binding but allows for the work to go forward.

{{{Commissioner Kramer moved to approve the Memorandum of Agreement between Wasco County, OR, and the Confederated Tribes of the Warm Springs Indian Reservation for Weed Control. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Road Vacation Petitions

Mr. Smith reported that he received a completed petition for the vacation of a portion of North Frontage Road. He explained that when he receives a petition, he reviews it for completeness and then brings it to the Board to request direction. He said that once he receives an order to provide a report, he investigates the request and makes a report to the Board of Commissioners along with a recommendation as to whether or not the vacation is in the best interest of the County. The Commission then acts to approve or deny the vacation.

County Clerk Lisa Gambée asked if this is on the north side of the boat ramp at Pine Hollow. Mr. Smith replied that it is adjacent to the north Pine Hollow access road. Chair Runyon asked if the vacation will have any effect on the projects planned for that area. Mr. Smith responded that he will not know until he completes his report but he believes that the planned work is to the west of the portion in question. He said he will make every effort to speak to all parties that may be impacted.

Commissioner Hege noted some inconsistencies in the map. Mr. Smith stated that the map submitted by the petitioners may not be completely accurate.

{{{Commissioner Hege moved to approve Order 17-015 in the matter of directing the public works director to prepare his report on the proposed vacation of a portion of North Frontage Road, lying west and east of the intersection of North Frontage Road and North Pine Hollow access road, located in section 3, township 4 south, range 12 east, Willamette Meridian. Commissioner Kramer seconded the motion which passed unanimously.}}}

Mr. Smith reported that he had received a complete application to vacate a portion of Ramsey Creek Road. He said that this will also be a complicated report. He explained that the portion they propose to vacate is the last 4/10ths of a mile; since 1993 it was assumed that that section had been vacated and a gate was put up. In 2016, a question arose as to why the gate was up; research revealed that it was still a County road and the gate had to be opened. He said that for road purposes, it leads to nothing.

Commissioner Kramer stated that it used to go all the way through and was owned by a company. Mr. Smith reiterated that this will be more complicated than most; he is not confident that all the land owners will be in favor of the vacation – one affected landowner is the Mt. Hood National Forest.

Commissioner Hege asked if anyone can petition for a road vacation and if they pay a fee at the time of application. Mr. Smith responded that anyone can petition for a road vacation and while they submit the \$500 fee at the time of submission, he does not process the application fee until the Board orders him to go forward with a report.

Chair Runyon asked if the landowner is aware that the petition and fee do not guarantee approval of the vacation. Mr. Smith stated that he has made it clear to the petitioner.

Commissioner Hege moved to approve Order 17-016 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Ramsey Creek Road, approximately 0.40 miles in length located 2.0 miles west of the intersection of Dufur Valley Road, in section 3, township 2 south, range 12 east, Willamette Meridian. Commissioner Kramer seconded the motion which passed unanimously.}}

Mr. Smith stated that yesterday he believes that the Board received an email from Diane Dosier regarding safety concerns on Steele Road. He said that the Dosiers have concerns about speeding vehicles, garbage trucks and general safety on Steele Road. He noted that this is the first time he has heard from them from regarding this issue since he came to work for the County in the 1990s.

Mr. Smith went on to say that they are requesting a full safety review on behalf of their family and employees; they utilize both sides of the road. He reported that a full safety review of that section has already occurred as part of the Highway Safety Program. He stated that contractors are currently on site doing some preliminary work as a result of that review. He said that the work done by the Highway Safety Commission is above and beyond what the County has the capacity to do.

Mr. Smith continued by saying that he has no authority over the garbage trucks; he added that he has spoken with Waste Connections and they are cooperative - he assumes they are abiding by the regulations regarding weight and speed. He stated that the cures are engineered to handle those loads. As far as speed humps, ODOT advises that there are no federal or state standards that apply, although they will advise on signage should a County decide to install one. He stated that there are a lot of cons to installing a speed hump in a rural area; they are intended for residential areas and parking lots. Among the issues would be emergency response traffic; he would not recommend taking on that liability. He reported that he spoke to ODOT and they would be happy to consider a request for a speed zone. He said he would be happy to talk with the Dossiers to share this information.

Chair Runyon asked if Mr. Smith has spoken to Sheriff Magill regarding this issue. Mr. Smith replied that he will do so. Chair Runyon said we might consider placing a speed monitor to assess the speed; we can consider alternatives. He said this is good and responsive and we will do the best we can. Commissioner Hege said that he is glad to hear that Mr. Smith will be responding to them.

Agenda Item – VSO Quarterly Report

Veterans Service Officer Russell Jones reviewed the reports included in the Board Packet, pointing out that his office has an overall success rate of 56.6% compared to a national average around 30%. He noted that the VA appeals continue to take extended periods of time.

Chair Runyon reported that the base funding for VSOs removed by the Governor from the State budget, has been returned. He said that those funds would be in addition to the portion of lottery funds designated to VSOs through Measure 96; that is good news for rural Veterans Service Offices.

Mr. Jones said that his office has been helping the Klickitat County VSO when possible.

Commissioner Hege noted that one portion of the report lists the location of veterans served by the Wasco County VSO and asked what the “other” category includes. Mr. Jones replied that very often that is National Guard personnel in the area for drills.

Legal Updates

County Counsel Kristen Campbell reported that the UPRR appellant briefs to the Gorge Commission are soon due. In the Federal Court lawsuit, the UPRR appealed the dismissal to the 9th Circuit Court and filed a motion to expedite; the Court of Appeals has denied the motion to expedite which allows the process to continue through the Gorge Commission. She stated that it will provide us a lot more time and potential for the Gorge Commission hearing before it goes to the Federal Court which could cut off one avenue for appeal.

Ms. Campbell went on to say that UPRR also appealed to the Oregon Land Use Board of Appeals regarding Wasco County's refusal to sign their land use compatibility statement. She noted that the County cannot sign compatibility if they have found that it is not in compliance. She stated that the County filed a motion to dismiss and has been joined by Warm Springs Tribes, the Gorge Commission and Friends of the Gorge – we are able to be more efficient by working together.

Commissioner Hege observed that when a land decision is made it is usually appealed to the Commission and then to LUDO; he asked why the Commission was passed by. Ms. Campbell replied that that point is part of the argument.

Chair Runyon asked if there should be alarm about the work that is currently being done around that section of the track. Ms. Campbell responded that there are people watching that fairly closely.

Commission Call

Commissioner Hege reported that BOPTA finished their process and it went smoothly this year – as smooth as he has ever seen it. He said that the Clerk's and Assessor's Offices have been working through the process; there is a lot more effort to work through the claims prior to a hearing. He stated that the hearings are less emotional and have better up-front communication.

Commissioner Hege went on to say that the budget team meetings have concluded for a balanced budget; yesterday the team went back through the revisions. He concluded by saying that he will be gone for the next few weeks.

Commissioner Kramer announced that he attended the Senior Advisory Committee meeting. He reported that at that meeting the Committee moved to proceed with a budget review and their operations plan to move the Area Agency on Aging to a stand-alone 501(3)(c). He said that the new AAA Director supports this action; everything is

on the table and all parties are aware.

Commissioner Kramer went on to say that Mr. Francis has officially left MCCOG and David Meriwether is onboard as the Interim Director. He said that Mr. Meriwether has a plan to reach out to all member municipalities and counties to have one on one meetings to assess the situation at MCCOG. Chair Runyon commented that Mr. Meriwether is well-qualified and we are lucky to have him – he is not just there to keep the lights on, but is digging into the work.

Commissioner Kramer noted that Chair Runyon will soon be away on the Run for the Wall. He suggested that the Board consider appointing a vice-chair who could perform those duties in the Chair's absence.

Chair Runyon agreed, saying that we have been rather haphazard about this in the past; other counties have a vice-chair to step in which not only helps to fill that gap but helps to groom another commissioner to assume that role in the future.

{{{Chair Runyon moved to create the position of Vice-Chair to serve as Chair when the elected Chair is absent. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to appoint Commissioner Kramer as Vice Chair. Chair Runyon seconded the motion which passed unanimously.}}}

Chair Runyon adjourned the session at 11:00 a.m.

Summary of Actions

Motions Passed

- To approve the Satisfaction of Lien for Hollie Harrison.
- To approve the CAFFA Grant Application.
- To approve the Consent Agenda: 3.15.2017 Regular Session Minutes.
- To approve Addendum #1 to the MOU between the City of The Dalles/Wasco County and The Dalles Chamber of Commerce for and extension to September 30, 2017.
- To approve Addendum #1 to the MOU between Wasco County/City of The Dalles and the Fort Dalles Museum Commission.
- To approve the Memorandum of Agreement between Wasco County, OR,

and the Confederated Tribes of the Warm Springs Indian Reservation for Weed Control.

- To approve Order 17-015 in the matter of directing the public works director to prepare his report on the proposed vacation of a portion of North Frontage Road, lying and east of the intersection of North Frontage Road and North Pine Hollow access road, located in section 3, township 4 south, range 12 east, Willamette Meridian.
- To approve Order 17-016 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Ramsey Creek Road, approximately 0.40 miles in length located 2.0 miles west of the intersection of Dufur Valley Road, in section 3, township 2 south, range 12 east, Willamette Meridian.
- To create the position of Vice-Chair to serve as Chair when the elected Chair is absent.
- To appoint Commissioner Kramer as Vice Chair.

Consensus

- To sign the letter of support for the 2017 Wasco County Juvenile Crime Prevention Plan.

Wasco County
Board of Commissioners

Rod L. Runyon, Board Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

Agenda Item
Immediate Opportunity Project Update
4H & Extension Service District
4H Juntos Videography

- [4H Juntos Videography Program Presentation](#)



para una mejor educación
Juntos

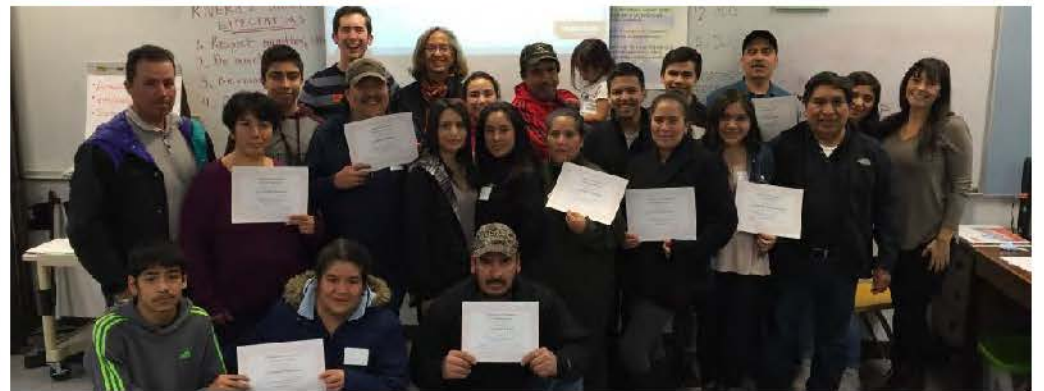
Juntos

The word Juntos means “Together” in English. It is a program designed to bring school, family, and community efforts together to increase school success and to build readiness and access to higher education.



Juntos Supporters and Partners

- Hood River County and North Wasco County Schools
- Columbia Gorge Community College
- Columbia Gorge Educational Service District
- Hood River and Wasco County OSU Extension Programs
- Aspire and AVID Programs
- Providence Hood River Memorial Hospital
- Jesuit Volunteer/AmeriCorps
- The Lake Family Foundation

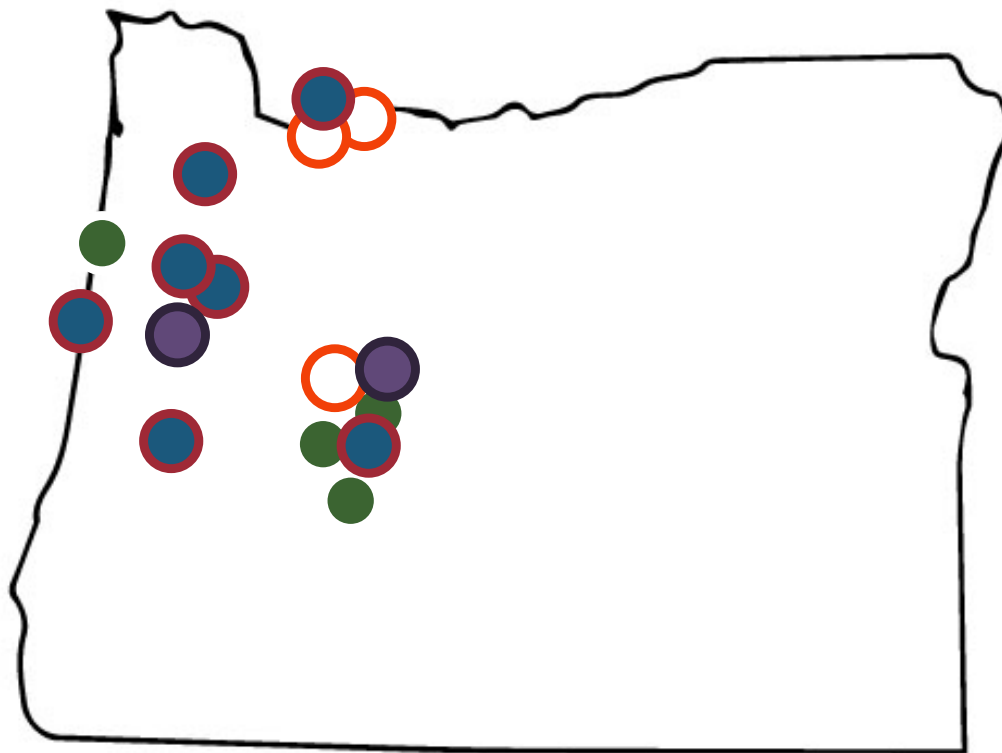


Juntos Program Background

Developed by Interdisciplinary team at North Carolina State University in 2007.

Oregon State University Open Campus worked with NCSU to adopt and adapt the Juntos Program for our state. OOC now administers the program providing a structure of coordinators and facilitators in 6 regions.

Juntos expansion 2011-2016



1,500 participants
6 regional Juntos coordinators
30 facilitators
15 Juntos sites



Locations 2011-2015

- Madras High School
- Culver High School
- Tillamook High School
- Sisters School District
- The Dalles Middle School
- Warm Springs



Locations 2015

- Hood River Middle schools
- Mosier
- Ridgeview High School (Redmond)
- McMinnville School District
- Corvallis High School
- Newport CCC
- Dayton High School
- Hillsboro High School



New Locations 2016

- Linus Pauling Corvallis Middle School
- Redmond High School
- Obsidian Middle School (Redmond)
- Lincoln High School
- Crook County High School

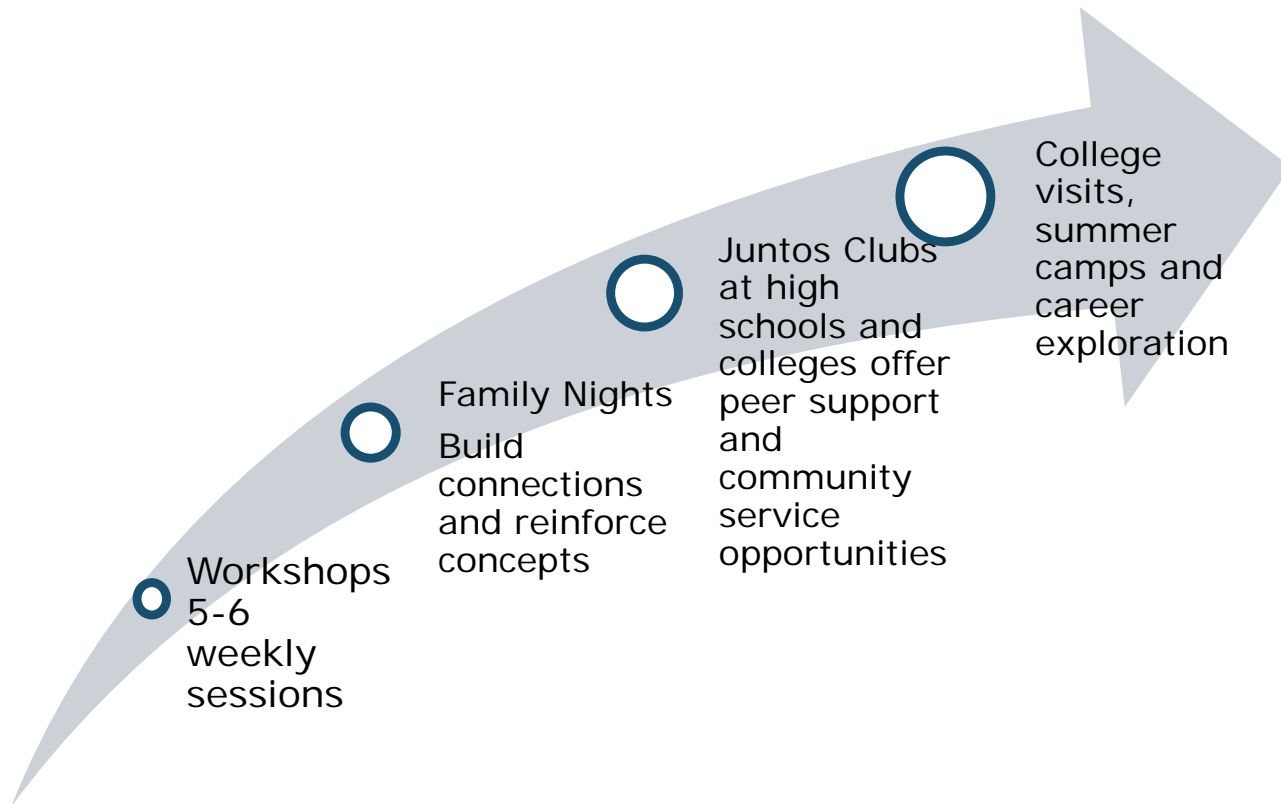
The Need for Juntos in the Gorge

	Hood River	Odell	Wasco	Oregon
Latino Students*	45%		33.5%	22.4%
Latino Staff*	3%		1%	3.9%
ELL*	37%		25.5%	
Free & Reduced**	58.7%		66.10%	52%
< HS diploma**	17.7%	32.55%	14.87%	10.52%
HS graduate**	24.79%	2.35%	28.35%	24.54%

* 2015 School Report Card, Oregon Dept. of Education

** Census Data from the Rural Counties Explorer
<http://oe.oregonexplorer.info/rural/CommunitiesReporter/>

A Continuum of Connection



Juntos Participation Since Fall, 2014

Hood River

89 Families – have participated in Juntos activities offered at Hood River Valley HS, Hood River MS and WyEast MS

HRVHS Club – 18 members

The Dalles

54 Families – have participated in Juntos activities at the The Dalles HS, The Dalles MS and Mosier MS

TDHS Club – 22 members



Spring Break Tech Camp - 2017

Future Opportunities

- Expand to more schools
- Summer enrichment camps
- Career exploration opportunities
- Summer internships
- Implement college similar programming in the general population

Future Opportunities

Videography Program

- Goals:
- Teach new skills
 - Nurture creativity
 - Increase confidence
 - Tell stories that bridge gaps and increase community belonging and engagement

Future Opportunities

Program Elements

Summer Intensive with Sean O'Connor

- Professional videographer and teacher with the Gorge Artist-in-Residence program
- <https://vimeo.com/206479763>

Sharing What is Learned

- Museum exhibits, Schools, other community events.
- Student Videographers as Teachers



Juntos impact in Oregon



Empowering families
Building community
Opening opportunities
Nourishing leadership

Agenda Item
Board of Property Tax Appeals
Annual Report

- [Summary of Actions](#)

County:	Wasco	Tax Year:	2016-2017	Date Submitted:	3/27/2017
County Contact:	David McGaughey			Date Filed with Clerk:	3/27/2017

Summary of Actions County Board of Property Tax Appeals

1. Appeals of Property Value

	(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)		(9)	(10)	(11)
	Total	Total	Total Properties	Total AV Stipulated	Total AV Stipulated	Net	Number of Net		Number of Net		Number of Net	Total AV	Total AV
	Properties	Properties	Stipulated Under	Under ORS 308.242	Under ORS 308.242	Properties	Properties Sustained		Properties Reduced		Properties	of Net Properties	of Net Properties
Property Type	Appealed	Withdrawn	ORS 308.242	Before Adjustment	After Adjustment	Appealed	RMV	AV	RMV	AV	Dismissed	Before Adjustment	After Adjustment
Residential	8		2	522,374	493,180	6	1	1	5	4		1,791,452	1,573,103
Multi-family													
Commercial	2		2	5,820,378	3,384,610								
Industrial													
Farm	2					2	1	1	1	1		22,630	18,533
Forest													
Mfd Structure													
Pers Property													
Total	12	0	4	\$6,342,752	\$3,877,790	8	2	2	6	5	0	\$1,814,082	\$1,591,636

2. Appeals of Exception Value

Properties Appealed	0
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3. Appeals Resolved by Stipulation Filed At or After Time Board Convenes

Properties Stipulated	0
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4. Petitions to Waive Late Filing Penalties

Waived (100%)	N/A	Dollar Amount of Penalties Appealed	N/A
Reduced (Less than 100%)	N/A	Dollar Amount of Penalties Waived or Reduced	N/A
Sustained	N/A		
Dismissed	N/A		
Withdrawn	N/A		
Total	0		

5. Totals Accounts Considered

Property Type	
Residential	6
Multi-family	
Commercial	
Industrial	
Farm	2
Forest	
Mfd Structure	
Pers Property	
Total	8

Agenda Item
Bell Design Contract

- [Consulting Services Contract between Wasco County and Bell Design Company for the performance of engineering services associated with the courthouse stairs area located at 511 Washington Street, The Dalles, Oregon](#)

BELL DESIGN COMPANY, INC.
CONSULTING SERVICES CONTRACT

This Contract is by and between County of Wasco ("**County**") and Bell Design Company, Inc. ("**Engineer**") for the performance of engineering services associated with the courthouse stairs area located at 511 Washington Street, The Dalles, Oregon.

A. RECITALS

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

B. CONTRACT EXHIBITS

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

Exhibit A Engineer's Scope of Services

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion, no later than 5 weeks from execution of contract, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

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

3. Compensation

3.1 Payment. Engineer shall complete its scope of work as defined above and in the attached exhibits for not to exceed \$8,474.95.

3.2 Payments.

- a. County will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, County shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If County fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving fourteen (14) days written notice to County, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. **Contractor Is an Independent Contractor**

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

5. **Notices**

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

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

Engineer: Stoner Bell, President
Bell Design Company, Inc.
PO Box 308
Bellevue, WA 98605
Phone: 509-493-3886

6. Indemnification

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

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

7. Insurance Requirements

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

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

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

\$2,000,000 – general aggregate

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

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

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$1,000,000 per each claim, incident or occurrence for the

term of the Project. Such policy will be maintained for the 2 year period upon completion of the Contract and specifically include "tail" coverage for any "claims made" policy.

- 7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.
- 7.3 Policies shall provide that County, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1 and a waiver of subrogation against them shall be obtained for all coverages. Note: Not applicable to Errors and Omissions insurance coverage.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance County may carry on its own.
- 7.5 Engineer shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.7 Engineer shall furnish County with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by County, Engineer shall furnish County with executed copies of such policies of insurance. Engineer shall furnish County with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify County for any liability incurred by County as a result of Engineer's breach of the warranty under this paragraph.

9. Hours of Employment

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

10. Assignment

Engineer may not assign any of its responsibilities under this Contract without County's prior written consent, which consent may be withheld in County's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without County's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without County's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

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

12. Ownership of Work and Documents

All work performed by Engineer and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents. However, in the event County reuses or modifies any materials furnished to County by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, County may terminate all or part of this Contract upon determining that termination is in the best interest of County by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer. Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Engineer. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout

costs actually incurred by Engineer. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.

14. Termination for Cause

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

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

15. Termination for Default

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

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

16. Remedies

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

- 16.1 If terminated under paragraph 15 by County due to a breach by Engineer, County may complete the work either itself, by agreement with another contractor, or by a

combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to County the amount of the reasonable excess.

- 16.2 In addition to the above remedies for a breach by Engineer, County also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If County breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.
- 16.4 County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by County, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by County, Engineer shall, upon termination, deliver to County all then existing work product that, if the Contract had been completed, would be required to be delivered to County.

17. Nondiscrimination

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

18. Experience, Capabilities and Resources

By execution of this Contract, the Engineer agrees that:

Engineer is an experienced Engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer the work of the scope and complexity of this project.

Engineer has the capabilities and resources necessary to perform the obligations of this Contract.

Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of the project, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

19. Drawings, Specifications and Other Documents

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 18, prepare all reports, specifications, and other documents pursuant to this Contract so that they are complete and that the project, if constructed in accordance with the intent established by such reports, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

20. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the reports, specifications, and/or other documents which deviate from the standard of care set forth in Section 18. Engineer shall correct at no additional cost to County any and all such errors and omissions in the reports, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist County in resolving problems relating to the project designs or specified materials.

21. Contract Performance

Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. All construction documents shall be completed sufficient for turn in for permit review and the dates for such shall be negotiated.

Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer that has not been cured. Engineer agrees that time is of the essence under this Contract.

22. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

23. Representations and Warranties

Engineer represents and warrants to County that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its

terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

24. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

25. Successors and Assigns; Subcontractors and Assignments

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

26. Limitation of Liabilities

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

27. Foreign Contractor

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

28. Confidentiality

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

29. Force Majeure

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its

reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

30. Waivers

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

31. Severability

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

32. Headings

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

33. Integration

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

34. Amendments

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

35. Authority

The representatives signing on behalf of the parties certify that they are duly authorized

by the party for which they sign to make this Contract.

36. Certificate of Compliance with Oregon Tax laws

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

COUNTY:

WASCO COUNTY

By: _____
Rod L. Runyon, Commission Chair

By: _____
Scott C. Hege, Commissioner

By: _____
Steve D. Kramer, Commissioner

ENGINEER:

BELL DESIGN COMPANY, INC.

By:  _____
Stoner Bell, President



Exhibit A

Project No. 178031

**Estimate of Services for Wasco County Courthouse
Stair Restabilization**

Task #	Review Item	Rate (PE) \$133.00 (Hourly)	Rate (EIT) \$90.00 (Hourly)	Cost US \$ Total
1- 0 Preliminary Findings and Restoration Recommendations				
1- 1	Initial Site Visit		2	\$180.00
1- 2	Follow up Site Visit; Measurements of Existing Structure		4	\$360.00
1- 3	Evaluate Condition of Existing Structure		4	\$360.00
1- 4	Prepare Existing Conditions Report & Recommend Replacement Plan		4	\$360.00
1- 5	Review and Submit	0.5		\$66.50
Subtotal 1-0 Preliminary Findings and Restoration Recommendations		0.5	14	\$1,326.50

Task #	Review Item	Rate (PE) \$131.00 (Hourly)	Rate (EIT) \$90.00 (Hourly)	Cost US \$ Total
2- 1	Prepare Preliminary Restoration Plans and Sections		12	\$1,080.00
2- 2	Evaluate Replacement Quantities		8	\$720.00
2- 3	Evaluate Construction Sequence		8	\$720.00
2- 4	Prepare Cost Estimate		10	\$900.00
2- 5	Review and Submit	2		\$266.00
Subtotal 2-0 Restoration Plan & Cost Estimate		2	38	\$3,686.00

Task #	Review Item	Rate (PE) \$131.00 (Hourly)	Rate (EIT) \$90.00 (Hourly)	Cost US \$ Total
3- 1	Prepare Bid-ready Repair Plans and Details		12	\$1,080.00
3- 2	Prepare Construction Sequence & Materials Specifications		12	\$1,080.00
3- 3	Review and Submit	4		\$532.00
Subtotal 3-0 Final Design of Improvements		4	24	\$2,692.00

	Rate (PE)	Rate (EIT)	Total Cost
Design Subtotals 1 - 3	\$864.50	\$6,840.00	\$7,704.50

All Sections: 1 - 3	SUBTOTAL	\$7,704.50
	10% Contingency	\$770.45
	Total Estimate	\$8,474.95

Scope to Include:

Preliminary Findings and Restoration Recommendations

Evaluate current structure type and condition and recommend a replacement plan.

Restoration Plan & Cost Estimate

Prepare preliminary restoration construction plan and subsequent construction sequence & cost estimate.

Prepare Construction Plans & Specifications

Prepare final construction plan for bid. Construction sequence and specifications to be in note form on construction plans.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

April 11, 2017

WA UBI No.	601 567 665
L&I Account ID	873,677-00
Legal Business Name	BELL DESIGN CO
Doing Business As	BELL DESIGN COMPANY
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2017 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

Agenda Item
DEQ Grant Agreement

- [Staff Memo](#)
- [DEQ Materials Management Grant Agreement](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: DEQ GRANT AGREEMENT
DATE: 4/17/2017

BACKGROUND INFORMATION

At the October 109, 2016, session, Codes Enforcement Officer Joseph Ramirez presented a DEQ grant application to the Board for consideration. The following excerpt is from the minutes of that session:

Codes Enforcement Officer Joseph Ramirez stated that he just recently learned about this grant opportunity. He said he would like to use the money to get a truck and trailer and then contract through Juvenile Services to clean up properties and sort and recycle materials from those clean-ups. He said that oftentimes, property owners are not physically capable of the clean-up and cannot afford to hire a company to come in to do the clean-up. This would offer a lower cost solution to the property owner, would improve neighborhoods by bringing them into compliance and would be an avenue for income to support the work crew with additional supplemental income from scrap materials. He said that the grant application document is very rough right now but he hopes to have it completed next week. He said that there is no match but will take staff time; it will not create an overtime situation.

Mr. Stone noted that this will also help to pay for the juvenile work crew. Mr. Ramirez confirmed, saying that they are working to tie them into this program. He said he is also working to make this a self-funding program.

Commissioner Hege suggested that he use the vehicle committee to help reduce costs for the vehicle. Mr. Ramirez said they have just recently begun to talk about that. He said that the trailer would be about \$5,000 with sorting bins for recycling. He stated that he has talked to Fred about where the trailer can be stored and believes there is already room for it. He said that it may not be practical to use a roll-down vehicle as they will need the towing capacity of a truck.

Commissioner Kramer said that there are a lot of people looking at this but it needs to be quick as it is due by the 31st. Commissioner Hege stated that it is a great idea but the details need to be worked out.

*****The Board was in consensus to apply for the DEQ Grant.*****

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
MATERIALS MANAGEMENT GRANT AGREEMENT**

Project name: Abatement Assistance & Recycling Program

DEQ Agreement #

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality ("DEQ"), and **Wasco County Planning Department, Code Compliance Program** ("Recipient").

Recipient Data	DEQ Data
Grant Administrator (name & title): Angie Brewer, Planning Director Organization: Wasco County Planning Department, Code Compliance Program; 2705 E Second Street The Dalles, OR 97058 Phone: 541-506-2566 E-mail: angieb@co.wasco.or.us Taxpayer ID# : 93-6002315	Grant Administrator (name & title): Jamie Jones, Natural Resource Specialist IV Department of Environmental Quality 400 E. Scenic Drive, Suite 307 The Dalles, OR 97058 Phone: 541-298-7255 ext. 225 E-mail: jones.jamie@deq.state.or.us

1. **Effective Date and Duration** This Agreement is effective on the date on which every party has signed it and, when required, it has been approved by the Oregon Department of Justice. Recipient agrees to complete the Project by **May 31, 2018** ("Project Completion Deadline"). Unless earlier terminated or extended, this Agreement expires on **July 1, 2018** ("Expiration Date").
2. **Agreement Documents** This Agreement consists of this Agreement and Exhibit A, Exhibit B and Exhibit C that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The precedence of the documents comprising this Agreement are in the order listed in the first sentence of this Section 2.
3. **Grant Funds; Match** The maximum, not-to-exceed amount that the DEQ will pay to Recipient hereunder is **\$ 46,122** ("Grant"). Recipient agrees to provide a cash match equal to **\$ 0.00**. Grant moneys may not be used for any purpose other than Project costs. No more than 100% of the total Project costs may be paid with Grant monies.
4. **Disbursements; Expenses**

(a) This is a cost reimbursement Grant. Disbursements for reimbursement of expenses, including travel and other related expenses, will be made only in accordance with the schedule and requirements contained in Sections 4 and 4A. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof, copies of paid contractor invoices, copies of paid invoices for equipment and receipts for lodging, airfare, car rental and conference registration, when applicable.

The availability of Grant moneys under this Agreement and DEQ's obligation to disburse Grant moneys hereunder shall end on the day (the "Availability Termination Date") that is the earlier of the Expiration Date or (90) days after the completion of the Project. Recipient shall not submit any reimbursement requests, and DEQ shall not disburse any Grant moneys after the Availability Termination Date.

(b) Recipient may submit monthly invoices for cost reimbursement. Reimbursement requests must be accompanied by invoices that describe all work performed with particularity, including by whom it was performed and itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested and submitted with the Materials Management Grant Agreement Payment Request and Expenditure Report (Exhibit B).

Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than fifteen days from the close of the fiscal year (July 15). Invoices must be sent electronically to **DEQEXP@deq.state.or.us**. Reimbursement requests, together with the supporting documentation (i.e., invoices and proof of payment) are subject to the review and approval of the DEQ Grant Administrator. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements. Invoice payments will be sent to Angie Brewer, Planning Director, 2705 E Second St., The Dalles, OR 97058.

DEQ will withhold up to 20% of total Grant funds for the Project until Recipient has submitted, and the DEQ has accepted, a Final Report detailing the Project status as described in Exhibit A and a Final Payment Request and Expenditure Report.

(c) Notwithstanding Sections 4(a) and (b) above (other than the limitation on the availability of Grant moneys set forth in the

second paragraph of Section 4(a)) and the reimbursement provisions of Section 4A below, DEQ may, in its sole discretion and upon such terms and conditions as it may determine and in order to address Recipient cash flow issues that are otherwise an impediment to Project implementation, disburse Grant moneys to Recipient to finance a Project activity directly rather than as reimbursement of expenditures made by Recipient to conduct that activity. The terms and conditions that DEQ may impose on such advance disbursement may include, but are not necessarily limited to, submission of an appropriate invoice, subsequent submission of documentation of the expenditure of the Grant moneys and the conditioning of future disbursement of Grant moneys on compliance with the terms and conditions of the advance disbursement.

4A. Travel and Other Related Expenses

All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official Recipient business authorized by this Agreement. Personal expenses will not be authorized at any time. **All travel expenses are included in the total maximum Agreement amount.**

Travel expenses will be reimbursed at rates not to exceed those rates approved by the Department of Administrative Services (DAS) for State government employees at the time the expense was incurred. The rates are subject to change and any changed rates will immediately become part of this Agreement and govern reimbursement of any travel expenses incurred after the date of the change. For any exceptions to the expense items listed below, Recipient must obtain separate written approval of DEQ's Grant Administrator prior to incurring any such expense for which reimbursement will be sought.

(a) Mileage. Mileage for travel in a private automobile while Recipient is acting within the course and scope of his/her duties under this Agreement and driving over the most direct and usually traveled route will be reimbursed at the rate approved by DAS and in effect at the time of travel. To qualify for mileage reimbursement, Recipient must hold a valid, current driver's license for the class of vehicle driven and carry personal automobile liability insurance in amounts not less than those required by Oregon law.

(b) Meals & Lodging. Per diem rates for meals vary among cities. Expenses for meals will be reimbursed at rates not to exceed the US General Services Administration (GSA) per diem rates. US General Services Administration approved rates can be found at www.gsa.gov. DEQ will reimburse Recipient for Recipient's actual cost of lodging up to the specified federal per diem lodging rate for the locality. Receipts are required for reimbursement of lodging expenses.

(c) Other Travel Expenses. In addition to meals and lodging, out-of-state travel expenses will be reimbursed for airfare and rental vehicles used by Recipient only if Recipient is acting within the course and scope of his/her responsibilities under this Agreement. All Recipient representatives will be limited to economy or compact size rental vehicles unless Recipient personally pays the difference. In no case will DEQ reimburse Recipient for air travel at a rate greater than coach fare.

5. Recovery of Grant Funds Any Grant funds disbursed to Recipient under this Agreement that are expended in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been expended in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.

6. Recipient's Representations And Warranties Recipient represents and warrants to DEQ as follows:

(a) Recipient is a Local Government, duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

(b) The making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient, (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Recipient's organic documents and (3) do not and will not result in the breach of, or constitute a default or require any consent under any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.

(c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

(d) No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

(e) Less than \$750,000 in funds of a public agency (within the meaning of ORS 279C.800 through 279C.870) will be used for the Project.

7. Conditions Precedent to Each Disbursement DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(a) Moneys are available in the Solid Waste Tipping Fees Fund ("Fund") to finance the disbursement;

(b) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the disbursement;

(c) No default under this Agreement has occurred and is continuing;

(d) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

8. **Project** Recipient agrees to complete the project described in Exhibit A (the "Project") in accordance with the terms and conditions of this Agreement; provided, however, that if the total amount of the Grant is not available solely because one or more the conditions set forth in Sections 7(a) or (b) are not satisfied, Recipient will not be required to complete the Project..
9. **Grant Requirements** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. **A capital outlay item purchased under this Agreement must be used for the purpose set forth in this Agreement for a minimum of five years, or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value at any time that Recipient ceases use of the equipment for its intended purpose.**
Use of Grant funds is expressly prohibited for:
- Disposal site engineering, design, or hydrogeologic study required by a DEQ permit or enforcement action;
 - Costs for which payment has been or will be received under another financial assistance program;
 - Capital asset expenditures for solid waste or materials management planning;
 - Costs incurred before this Agreement is effective or after it expires;
 - License application or permit fees;
 - Ordinary operating expenses that are not directly related to the Project; and
 - Costs incurred for permitted facility closures.
10. **Reporting** Recipient shall submit a Project Progress Report on or by the mid-point of the term of this Agreement, but no later than six (6) months after the start of the Project and semi-annually thereafter, as applicable. Recipient shall submit a Final Report at the Project's completion as described in Exhibit C. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C. Recipient shall immediately notify DEQ of any developments that significantly impact the activities funded by this Agreement, including any delay or adverse condition that materially impairs Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact and any assistance needed to resolve the situation.
11. **Records Maintenance and Access** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this Agreement in order to perform audits and examinations and to make excerpts, transcripts and copies. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
12. **Compliance with Applicable Law** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A, ORS 279B and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
13. **Recycled Material Use** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE (as defined in ORS 279A.010(1)(hh)) products, and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
14. **Indemnity** Subject to the provisions of the Oregon Tort Claims Act, Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and DEQ and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
15. **Indemnification by Subcontractors** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS Chapter 180), save and hold harmless the State of Oregon and its officers, employees and agents (collectively and individually without distinction "Indemnatee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

16. Termination

(a) This Agreement may be terminated by mutual consent of both parties.

(b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, if there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding.

17. Default by Recipient. Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations contained in this Agreement, including any exhibit attached hereto; or

(b) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys or the performance by Recipient, is untrue in any material respect when made; or

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

(d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

18. Remedies Upon Default

If Recipient's default under Section 17 (a) or (b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ or such longer period as DEQ may authorize in its sole discretion, or if there is a default by Recipient under Section 17 (c) or (d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of future Fund awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.

19. No Implied Waiver, Cumulative Remedies

The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law, and DEQ may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

20. Notices

Any notification required under this Agreement shall be in writing, delivered to the Grant Administrator only by one of the following methods: in-person; U.S. mail, prepaid postage; email.

21. Amendments

The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement or amendment, if made, is effective only in the specific instance and for the specific purpose given. Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Deadline of any proposed amendments to the Agreement. This Agreement will not be amended after the Expiration Date.

22. Successors and Assigns.

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

23. Survival.

All provisions of this Agreement set forth in the following sections, and all other provisions that by their terms are meant to survive, shall survive termination of this Agreement: Sections 5, 9, 11, 14, 15, 22, and 23.

24. No Third Party Beneficiaries.

DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third person unless such person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

- 25. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between DEQ (or any other agency or department of the State of Oregon) and Recipient 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 the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 26. Alternative Dispute Resolution** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 27. Captions** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.
- 28. Merger Clause** This Agreement (including Exhibits and any attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT. DEQ enters into this Agreement under the authority of Oregon Revised Statutes 190.110 and 459.053(7).

AGREED BY RECIPIENT:

 Rod L. Runyon, Chair
 Wasco County Board of County Commissioners

April 19, 2017
 Date

 Steven D. Kramer, Vice Chair
 Wasco County Board of County Commissioners

April 19, 2017
 Date

APPROVED AS TO FORM:

Absent

 Scott C. Hege, County Commissioner
 Wasco County Board of County Commissioners

 Date

 Kristen Campbell
 Wasco County Counsel

AGREED BY DEQ:

 Wendy Wiles, Environmental Solutions Administrator

 Date

 Index-PCA-Pjt

 Mark Brown, Financial Services Manager

 Date

Exhibit A

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE; PAYMENT TERMS	
<i>Project Name: Abatement Assistance & Recycling Program</i>	<i>DEQ #:</i>
<i>Recipient: Wasco County Planning Department, Code Compliance Program</i>	

BACKGROUND

Wasco County Planning Department, Code Compliance Program (WCCC) often has code compliance cases with significant accumulations of scrap metal, appliances, household trash, and construction materials. The WCCC staff currently lack the necessary tools to assist landowners in voluntary abatement. As a result, recyclables on these properties are often buried, burned, or degraded by the elements. But, WCCC has identified the following project that would allow them to help these property owners, increase recycling, protect the environment, and educate their community on proper materials management options.

PROJECT

WCCC is requesting \$46,122 to purchase a truck, trailer, sorting bins, and contract with the juvenile service work crews. These resources will be used by WCCC to work with households meeting the objective standards listed in the project conditions below. The major goals of the project are:

1. Remove and recycle the accumulations of materials occurring on residential properties,
2. Reduce the impacts of decomposing materials on the natural environment, that are otherwise recyclable;
3. Provide a community service to vulnerable populations, who do not have the resources to improve the safety of their home;
4. Improve the public health, safety, and livability for surrounding residences; and
5. Educate local residents and youth on the benefits and methods of recycling and proper waste disposal.

The equipment will also support community materials management events and programs by three county programs (Code Compliance, Juvenile Services and Tri-County Household Hazardous Waste).

PROJECT CONDITIONS

As a condition of this grant award, the agreement will require the following:

The following objective standards will be used to identify which properties will be identified for cleaning using the DEQ funded vehicle:

- Low income: We will use the existing Wasco County Planning program standard of 150% of the Federal Poverty Guidelines as the income standard for fee waivers and assistance.
- Elderly: Older than 65 and physically or financially not able to address the waste accumulations with their own means.
- Infirm: Household residents are physically and financially not capable to address the waste accumulations within their own means.

PROJECT BUDGET

<i>Budget</i>	<i>DEQ Grant Funds</i>
<i>Personnel Services</i>	<i>\$0</i>
<i>Professional Services</i>	
<i>Wasco County Juvenile Services Crew Supervisor</i>	<i>\$8,172.00</i>
<i>Capital Outlay</i>	
<i>Pickup Truck</i>	<i>\$30,450.00</i>
<i>Trailer</i>	<i>\$5,000.00</i>
<i>Services and Supplies</i>	
<i>Rubbermaid Sorting bins x 4</i>	<i>\$2,500.00</i>
<i>Total DEQ Grant Funds</i>	<i>\$46,122.00</i>

PROJECT TASKS

Task 1: Purchase of Vehicle, Enclosed Trailer, and Sorting Bins

- Recipient will purchase pickup truck, trailer, and sorting bins. After purchase, Recipient may turn in a payment request and expenditure report.

Task 2: Property and Property Owner Assessment

- Recipient will select properties to participate in the new program using the objective standards listed in the Project Conditions section above. All properties meeting objective standards will be given priority over those that do not meet the object standards.

Task 3: Secure contract for Professional Services

- Recipient will secure a contract with Wasco County Juvenile Services for the professional services of the crew supervisor.

Task 4: Implement Abatement Assistance & Recycling Program

- Capital Equipment and Supplies will be used for materials management related projects.

REPORTING TASKS

Recipient shall submit all reports electronically to the DEQ Grant Administrator in accordance with the schedule below.

Task 5: Submission of a semi-annual Project Progress Report to DEQ. The recipient will:

- Submit a semi-annual Project Progress Report to DEQ no later than six (6) months after the start of the grant project, or by no later than **November 1, 2017**. Reports must contain information as outlined on attached Exhibit C.

Note: If project completion occurs in less than one year, the semi-annual Project Progress Report should be submitted to DEQ approximately halfway through the project.

Task 6: Submission of Final Report to DEQ. The Recipient will: Submit a Final Report to DEQ no later than **May 31, 2018**. The Final Report will contain information as outline on attached Exhibit C.

Note: If project completion occurs in less than one year, the Final Report should be submitted to DEQ 30-days after projection completion

**EXHIBIT B
OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT
PAYMENT REQUEST AND EXPENDITURE REPORT**

Recipient Name: Wasco County Planning Department, Code Compliance Program	DEQ Grant Agreement #:
Project Name: Abatement Assistance & Recycling Program	DEQ Grant Administrator: Jamie Jones
Recipient Address: 2705 E Second Street, The Dalles, OR 97058 Recipient Grant Administrator: Angie Brewer Phone: 541-506-2566	Report Period
	From:
	To:
	Grant Amount:

Expenditure Summary	Grant Expenditures		Match Expenditures		Total Expenditures
	This Period	To Date	This Period	To Date	To Date
A. Personnel					
B. Professional Services					
C. Other Services & Supplies					
D. Capital Outlay (equipment, property, rolling stock, etc.)					
E. Other (include description)					
Total					

F. Total Amount of Grant \$ _____

G. Total Grant Money Received to Date \$ _____

H. Amount of this Request \$ _____

CERTIFICATION		
I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.		
_____ Signature	_____ Name & Title (print)	_____ Date

DEQ USE ONLY Approved for Payment:			
_____ DEQ Grant Administrator	_____ Date	_____ DEQ Program Manager	_____ Date

EXHIBIT C
OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT
AGREEMENT
PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS

Recipient must submit Project Progress Reports to DEQ on the schedule outlined in this Agreement. The reports must be submitted to DEQ's Grant Administrator and must be provided electronically in .pdf or Microsoft Word format.

Reports must generally contain brief information on each of the following:

- a. A comparison of actual accomplishments with the goals and objectives established for the reporting period.
- b. Reasons why established goals were not met, if appropriate.
- c. Other pertinent information on progress of the Project.

Recipient must immediately notify DEQ of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

A Final Report is due to DEQ no later than thirty days prior to the Expiration Date of this Agreement. The Final Report must include:

1. A comparison of actual accomplishments with the Project goals and objectives as outlined in this Agreement. If a baseline assessment was done, include a description of that process and what was learned. Include a description of project accomplishments not included in the goals and objectives, if applicable.
2. As discussed in the grant application, a report of the: (1) number of accumulation cases addressed for recyclables and hazardous materials; (2) the tonnage of materials recycled; and (3) the number of outreach opportunities for public education.
3. A description of significant problems encountered during Project design and implementation and how these problems resulted in Project changes or expected accomplishments.
4. A description of the most and least successful components of the Project with an explanation of why they were or were not successful.
5. An explanation for significant differences between Project budget and Project expenditures.
6. A discussion of the technical and economic feasibility of others carrying out a similar project. Include recommendations on what should be done differently in managing a similar project.
7. Provide copies of materials related to the Project including brochures, public service announcements, photographs, news clippings, or reports.
8. Provide a final inventory of real property (i.e., land, structures) and equipment purchased, if applicable, with an acquisition cost exceeding \$5,000. Describe what controls are in place to ensure that the property and equipment will be used for purposes authorized by this Agreement.
9. Provide any additional comments, suggestions, or ideas for DEQ's Materials Management Grant Program.

Payments may be withheld until DEQ receives and approves required reports.