

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, May 3, 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: [FLAP Match Agreement](#); [MCCFL 10th Street Storage Agreement](#); [Appointments](#); [NORCOR Inspection](#))
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Minutes-4.19.2017 Regular Session](#)

9:30 a.m. [Revised DEQ Grant Agreement](#) – Joseph Ramirez

9:35 a.m. [County Internet Security/ISAC Membership](#) – Paul Ferguson/Andrew Burke

9:55 a.m. [Fireworks Permits/Indemnity Agreement](#) – Tyler Stone

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
MAY 3, 2017

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

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

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

Public Comment – Part of Parcel

Liz Turner of The Dalles, Oregon came to talk about Part of Parcel. Liz was a member of the Agriculture Resource Committee roughly 20 years ago that worked on Part of Parcel which was part of periodic review. When working on gathering information 20 years ago they estimated there were 900-1000 illegal lots at that time in Wasco County. Liz states that based on the language that was written 20 years ago 90% of applicants are being denied building permits. She asks the Board that the Committee is reconvened for 1 day, with an access to a computer at the planning department to rewrite the criteria. Liz states the State language is less strict than that of Wasco County and should be reviewed.

Dan Erickson of The Dalles, Oregon said that they had envisioned that Part of Parcel would be available to many more people, the wording ended up being much more restrictive than intended. He believes that it deserves to be reviewed and possibly rewritten.

Chair Runyon stated that anytime things are more restrictive than the State the language; it should be looked at to understand why.

Commissioner Hege asked Senior Planner Dustin Nilsen to add to the conversation. Dustin explains to the Board there have been zero applicants in the last 10 years and therefore zero denials. Planning received a grant to go through an audit of their EFU zone with DLCDD and their outside third-party contractors. Based on the audit, current state law is more restrictive than Wasco County. When the revision comes through Dustin believes there will be additional restrictions not fewer added to Wasco County requirements.

Dustin goes on to explain they also have periodic review and during this process there will be a full-blown road show to allow for public input. The road show would include 7 events; the main goal is citizen participation. They also bring in service providers and farming experts to discuss growth in rural residential areas. He notes that often the growth in tax revenue potentially gained by more development can be offset in materials and services.

Commissioner Hege asks that Long Range Planner Kelly Howsley-Glover, Liz Tuner and Dan Erickson get together and talk about some of the issues and concerns regarding Part of Parcels. Commissioner Hege wants to make sure Ms. Howsley-Glover has an opportunity to have input.

Public Comment – NORCOR

Prior to Dan Erickson leaving he just wanted it to be on record that there was a conversation on social media that was giving the public the impression that NORCOR is owned by a private entity, not public. Dan added to the conversation to try and correct the misunderstanding. An individual assumed NORCOR was privately owned because he had to pay a private contractor to get a video conference. Dan wanted the Board to know that he directed the public to contact the Board of County Commissioners with questions and/or to better understand that NORCOR is not owned by a private entity.

County Departments – County Clerk

County Clerk Lisa Gамbee wanted to notify the public that there is an election on May 16th and if they haven't received their ballot by May 4th to contact the County Clerk. Rotary will be open on 5th Street from 7 am -1 pm accepting ballot. The Clerk's Office has received questions regarding NORCOR and the reason the envelope says proposed tax increase is because it is a new type of tax that is being asked for and not a tax renewal.

The Clerk's Office will be holding a public test of the ballot counting system on Tuesday, May 9th. The test will be held at 3:30 pm. The test is open to the public, the Clerk's Office asks that if you would like to attend, call the office and get on the list.

County Department – County Assessor

County Assessor Jill Amery received a phone call on Friday regarding a piece of contiguous property coming up for sale that the County has had interest before. County Administrative Officer Tyler Stone recommends that the Board go into Executive Session at the end of the meeting and discuss the property considering it is a time sensitive manner.

Public Comment – Road Rally

Dennis James of The Dalles, Oregon wanted to discuss the Road Rally and the current status. Commissioner Kramer explains that it is already over this year. Dennis explains that he didn't see anything regarding the rally in the paper and had some information to share with the Board. Two years ago Dennis was driving home and was sprayed by a person in a Subaru driving fast down the roads near his home. Last year, Dennis explains there was a wreck near his house again. The individuals that were involved in the wreck explained to him that they practice for the rally on the back roads of the area.

Dennis goes on to explain that his road, Japanese Hollow, is used as a transport road during the rally and the heavy traffic wore ruts into it. Because of the wear and the ruts he had to call the County Road Department to have the road graded. His understanding was the Road Rally was supposed to pay to have the roads repaired from the races. Dennis does acknowledge that the Road Department has done their best to keep up with the roads. His main point was to ask the Commissioners if there is a way to keep the Rally to a more contained area away from roads that effect local residents.

Commissioner Runyon expresses that to his knowledge the Rally racers do not practice on those roads. Anyone who is racing on those roads outside of the Rally is doing so illegally. Commissioner Runyon also explains the group that holds the rally has to apply every year for a permit through Public Works at which point the consequences are weighed.

Public Works Director Arthur Smith points out that the rally is held by a private group, Oregon Trail Rally Group. There were a couple segments of the race that were denied by Public Works this year. Arthur acknowledges that Dennis' understanding was correct; Oregon Trail Rally group does pay for the roads to be repaired. Arthur states that the Oregon Trail Rally Group has hired a private contractor and is still in the process of fixing any damage left from the races, including the road Japanese Hollow.

Agenda Item – Revised DEQ Grant Agreement

Code Compliance Officer Joseph Ramirez explains to the Board they now have the final agreement for the DEQ grant. Joseph explains there should not be any changes except

grammar and typos. Commissioner Runyon asks if this is a grant which there is a matching amount from Wasco County, Joseph responds that there is no match portion.

{{{Commissioner Kramer moves to approve agreement 121-17 for Materials Management Grant. Commissioner Hege seconds the motion. Motion passes.}}}

Further discussion; Commissioner Kramer asks about the term “local government” being changed to “non-profit” organization. Commissioner Kramer would like this to be reviewed by legal counsel and changed back to “local government”. His motion is to approve after that change. No questions. Commissioner Kramer adds that he thinks this is a great project and will do great things for the community.

Agenda Item – County Internet Security/MS-ISAC Membership

Paul Ferguson, IS Director, introduces Andrew Burke, who is the new DBA Programmer Analyst for Wasco County. Andrew addresses cyber security, which is the protection of our electronic data. Andrew explains that true security is a proactive action that we need to stay on top of. Paul explains having an MSAC membership allows them to have first-line access to new threats and attacks, they would have data sooner with this membership than they would otherwise, allowing them to take action before being attacked.

The membership to MSAC does have several services that require the subscriber to pay a fee for additional monitoring. The IS Department of Wasco County is more interested in the free services that are available including a response team; the response team is dispatched when you have a security event.

Andrew explains there are 4 different types of attacks. The first being Denial of Service (crashing email servers to deny service to others), Social Engineering (essentially an employee walking through a locked door way and someone comes directly behind them, gaining access to that restricted area and/or data mining where someone who scans someone’s social media information trying to gain knowledge of their password), Brute-Force Hacking (what you see in movies, putting in as many combinations as possible until the password is guesses. In 2012 a computer was showcased to be able to guess 650 billion passwords per second). The last type of threat is content that is downloaded (malware), often automatically downloaded from websites without the use knowing.

Wasco County is creating different layers of protections to prevent these types of attacks from happening. Our internet provider provides us basic protection creating a limited access to our network. Our service provider also provides basic content filtering. The firewall is introduced at this point, when the attackers make it through to the service provider, the firewall recognizes brute-force hacking and malware-looking attacks.

The ASA which is in the current budget mainly provides the firewall and the intrusion protection. Also CJIS requires that we are compliant with firewall capabilities and this would allow Wasco County to have this covered. The last layer of defense, the anti-virus layer, automatically scans all the data in your computer for malware and viruses.

VLANing is also another layer of defense; certain departments are protected from certain other departments to limit the amount of access if an individual was able to gain access the network from a physical connection.

Commissioner Runyon asks if the software will continue to need updating at a cost. Paul reiterates that we are not looking at services that require a fee be paid but more to be a free member of an information sharing community.

}}{Commissioner Kramer moves to approve MS-ISAC agreement, noting that the IS Department is asking to become a free member. Commissioner Hege seconded the motion. Commissioner Runyon would ask that in 6 months the IS Department reports on the activity of the membership. Paul agrees that after the CJIS audit would be an appropriate time to give a report to the Board of Commissioners. The motion passes unanimously to approve the membership to MS-ISAC.}}

Discussion Item – FLAP Agreement

Public Works Director Arthur smith brings a proposed matched agreement before the Board for the two federal lands access programs Wamic Tygh Valley Safety Access and the Ramsey Creek Overlay. This is the earliest, bare bones agreement; the intent today is to make sure that Wasco County understands that this is an agreement with the intent to match funds. The matching percentage is 10.25%. Chair Runyon asks if Arthur has had discussions with Tyler Stone and Mike Middleton regarding the budget. Arthur has not spoken with Mike but will make sure that occurs. Chair Hege asks when these projects will take place. Arthur states that spring 2018 is the estimated date of the project completion. Arthur adds that County Counsel Kristen Campbell has reviewed the document and did not find any issues.

}}{Commissioner Hege moves to approve agreement ORWASCO1021 Wamic Market and Ramsey Overlay. Commissioner Kramer seconds the motion. The motion to approve agreement ORWASCO1201 passes unanimously. }}

Discussion Item – MCCFL 10th Street Storage Agreement

Facilities Director Fred Davis addresses the Board regarding entering into and IGA agreement with Center for Living. Center for Living had the opportunity to secure

furnishings from the state and need an immediate place to store them. There are two 40 ft. shipping containers that they would like to store on one corner of our West 10th Street lot. Fred explains this agreement would require minimal effort on Wasco County's part and is a great return for Center for Living.

{{{Commissioner Kramer moves to approve the IGA Agreement with Center for Living regarding storing their containers on Wasco County's 10th Street Property. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Appointments

County Road Surveyor Bradley Cross will be taking over the County Surveyor position, with approval from the Board. Dan Boldt has officially retired from the position. The Board has had some discussions with Dan Boldt about working on some special projects in the future which will need to be discussed in a future meeting. Brad comments that he is looking forward to continuing to help the citizens of Wasco County and thanks the Board for the opportunity.

{{{Commissioner Hege moves to approve the order 17-020 in the matter of the appointment of Bradley Cross as the County Surveyor for Wasco County, Oregon. Commissioner Hege points out in the third paragraph of the order there is a typo, ORS is spelled ORES and needs to be corrected. With that correction Commissioner Kramer seconds the motion to approve the order 17-020. Motion passes unanimously to appoint Bradley Cross as the County Surveyor for Wasco County.}}}

Mr. Stone reiterates that the appointment of Dan Boldt as a Deputy to Bradley Cross will be brought before the Board in the near future. Chair Runyon states if Wasco County is going to continue to utilize Dan it should be written into the budget to pay for his educational requirements to keep up to date.

Moving on to the next appointment, Tyler explains the Wasco County Fair Board met recently and had received one application for the open ex-officio position. The application was Randy Seibel's, Randy is a local contractor who runs the demolition derby and is fairly active in the Fair. The Fair Board recommended that Randy Seibel is appointed to the open ex-officio position vacated by Thelma Alsup; Thelma replaced Mr. Hunt on the Fair Board.

{{{Commissioner Kramer moves to approve Order 17-019 appointing Randy Seibel as ex-officio to the Wasco County Fair Board. Commissioner Hege seconds. The motion passes unanimously.}}}

Last week Chair Runyon and Commissioner Kramer performed their inspection of the NORCOR facility. They inspected that majority of the facility including the control rooms, kitchen areas, and booking areas. Chair Runyon was impressed with the demeanor of the staff and the way they communicate with each other and those around them. Commissioner Kramer added that everything during the inspection was top notch, the NORCOR employees are a great bunch of people. Commissioner Kramer also added that they media was invited to attend the inspection, Rae Lynne from the Chronicle attended, who had great questions. Commissioner Kramer restates how well the inspection went, it is an organization Wasco County need to continue to support.

{{{Chair Runyon moves to approve Resolution 17-003 reporting on Northern Oregon Regional Correctional Facility inspection. Commissioner Kramer seconds the motion, which passes unanimously.}}}

Discussion Item – NORCOR Inspection

Last week Chair Runyon and Commissioner Kramer performed their inspection of the NORCOR facility. They inspected that majority of the facility including the control rooms, kitchen areas, and booking areas. Chair Runyon was impressed with the demeanor of the staff and the way they communicate with each other and those around them. Commissioner Kramer added that everything during the inspection was top notch, the NORCOR employees are a great bunch of people. Commissioner Kramer also added that they media was invited to attend the inspection, Rae Lynne from the Chronicle attended, who had great questions. Commissioner Kramer restates how well the inspection went, it is an organization Wasco County need to continue to support.

{{{Chair Runyon moves to approve Resolution 17-003 reporting on Northern Oregon Regional Correctional Facility inspection. Commissioner Kramer seconds the motion, which passes unanimously.}}}

Consent Agenda – 4.19.2017 Regular Session Minutes

{{{Commissioner Kramer moves to approve consent agenda as presented. Commissioner Hege seconds the motion. The motion passes unanimously to approve the consent agenda.}}}

Agenda Item – Fireworks Permits/Indemnity Agreement

Mr. Stone explains to the Board that as part of Washington Ranch's operation they hold a small fireworks presentation for each group that comes through the Ranch during their summer program. They have been doing this for several years now, in previous years this has gone through the County Sheriff, the Sheriff signed off on it. When researched more

thoroughly, it was found there is an ORS that states if there is a fireworks display that is held outside of a municipality or outside of a fire district it needs to also be approved by the County Court or by the Board of County Commissioners. There is no fire district and no municipality in the area of Washington Ranch. Sheriff Lane Magill has already signed off on this. Wasco County, considering there is no fire district, asked Washington Ranch to sign a hold harmless indemnification document that would indemnify the County if something were to get away from them during the fireworks presentation.

Tyler Stone recommends to the Board, considering they have not had any issues thus far, that they approve the Agreement.

{{{Commissioner Hege moves to approve the Indemnification and Hold Harmless Agreement between Young Life, Washington Family Ranch and Wasco County and the permits for fireworks displays on the dates of June 20th, June 27th, July 4th, July 10th, July 17th, July 24th, July 30th, and August 4th. Commissioner Kramer seconds the motion and the motion passes unanimously.}}}

Commission Call

Chair Runyon wanted to add that while on his trip to DC he repeatedly heard of an achievement program. He returned and suggested that the County enter their 100% Love Culture Guide. Even though the timelines were short, Tyler typed up the application and submitted the Culture Guide. Wasco County has now earned a national achievement award for its 100% Love Culture initiative. Wasco County has been recognized with an achievement award by the National Association of Counties (NACo). The award honors initiative, effective County government programs that enhance services for residents. NACo recognizes the Wasco County 100% Love initiative, innovative program that challenges the traditional government stereotypes by focusing on providing exceptional service regardless of how citizens feel about government. The 100% Love Culture guide is a guide of how to respect citizen and an appreciation for staff. Nationally this award is given in 18 different categories. NACo will recognize award winning counties at its 2017 Annual Conference in Franklin County, Ohio on July 21-24th. Chair Runyon thanks Tyler Stone, Lisa Gambie and Kathy White for spear-heading the initiative and now Wasco County has national recognition for it.

Victor Johnson of The Dalles, OR would like to comment that his experience recently dealing with the County and Arthur Smith was seamless and pleasant. He was also in the Clerk's office turning in his ballot and had questions which were answered and taken care of. Victor wanted to tell the Board that the 100% Love Culture was palpable during his recent interaction with the County. He thanks the County as a citizen.

HR Manager Nichole Biechler asks how Wasco County will be notifying the staff of the award. Mr. Stone explains that will be a responsibility of HR. Kathy White will distribute the press release to the media.

Chair Runyon called for a recess at 10:37 a.m.

The Session reconvened at 10:42 a.m.

Chair Runyon opened an Executive Session at 10:42 a.m. pursuant to ORS 192.660(2)(e) Real Property Transactions.

The Regular Session reconvened at 11:00 a.m.

Chair Runyon directs staff to schedule and advertise for a Special Session at 9 am on May 10th.

Commission Call

Chair Runyon asks if special Commissioner Kramer has anything to add. His special project for medicine take-back and household hazardous waste EPR is still alive in Salem. He is watching, waiting and getting ready to testify if needed.

Discussion - NORCOR

Chair Runyon asks if it would be appropriate to address the happenings at NORCOR. Mr. Stone thinks some inaccuracies that have been stated on the record need to be corrected. He explains to the Board there have been many things reported by word of mouth and media that are simply not true. Mr. Stone says these things are disheartening to hear that NORCOR is denying basic human rights. He encourages the Board to speak out to the public about these falsehoods and Mr. Stone will be presenting at Government Affairs.

Commissioner Hege points out that he has not heard from NORCOR directly regarding the allegations that are being made. Mr. Stone is unsure if a media response has come from NORCOR or not.

Commissioner Hege comments on one issue that stuck out to him at a recent meeting and he wants to clarify. Commissioner Hege is under the understanding that NORCOR cannot hold an inmate based solely on immigration status, there has to be a criminal charge associated with the inmate for them to be held at NORCOR.

ICE does not disclose the federal charges of inmates being held at NORCOR. Some of the allegations being made on social media are that NORCOR is holding individuals solely on immigration violations.

Mr. Stone asks via telephone that Sheriff Lane Magill join the meeting to help answer

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MAY 3, 2017
PAGE 10

some of the questions.

Sheriff Magill joins meeting 11:12 am.

The Board explains to the Sheriff that there are some questions regarding NORCOR. Commissioner Hege heard at the Board that inmates cannot be held on immigration offenses, they have to have a criminal charge.

Commissioner wants to make it clear that NORCOR is not holding inmates because of immigration violations. Sheriff Magill confirms that we do not hold inmates on immigration violations. If a transport from ICE does not have a criminal offense we do not accept the transport.

Sheriff Magill explains there are two separate situations regarding ICE. There are the inmates that come from Tacoma that NORCOR contracts beds with. That is different than if someone is arrested locally and booked into NORCOR, which ICE is notified of. The release situations are different in these two cases. For example, if an individual is arrested for DUI and ICE wants them to be held, if ICE does not have the appropriate paperwork in place that individual is released.

If someone comes in and posts bail or if the Judge wants to release them and ICE does not come to pick them up, they are released. If ICE does have the proper documentation in place, ICE takes control of the inmate and is responsible for them from that point. It is a rarity that the Sheriff's office is not aware of the criminal charges associated with an inmate via ICE. If a person is transported here from Tacoma using a contracted bed, NORCOR does not have the authority to release them.

Commissioner Hege asks how ICE inmates are eventually released from NORCOR. Sheriff Magill explains if an illegal immigrant enters the county and is arrested for something such as a DUI, that is an immigration violation and they are deported. If that individual reenters the country a second time, that is not a criminal federal offense and will be transported to Tacoma.

Commissioner Hege asks what the average stay of an ICE detainee at NORCOR is. Sheriff Magill does not know that off the top of his head. The fluctuations are huge. January, February and March NORCOR was averaging 49-50 ICE custodies. April NORCOR averaged 15 custodies. Currently NORCOR has 5 ICE inmates. 2016 NORCOR averaged 23 ICE detainees a day.

During the NORCOR protests on Monday, there were 5 ICE inmates. One thing Sheriff Magill points out is that illegal border crossings are down 70%.

On another note, Sheriff Magill wanted to talk about the Matrix at NORCOR. Years ago the Board approved the Matrix but NORCOR has been moving away from it because it is not a reliable system. NORCOR is eliminating the Matrix and are converting to LSI which is a standardized evaluation system to calculate likelihood of an inmate to reoffend.

Mr. Stone and Chair Runyon want to take a look at the Resolution that was approved. Sheriff Magill explains the ideology has not changed behind the resolution but the tool to calculate the score has changed. The language in the Resolution will need to be reviewed.

Commissioner Runyon asks what Sheriff Magill's overall feeling about the situation at NORCOR. Lanes says he regularly does jump inspections at NORCOR and assures the Board that the overall environment and morale at NORCOR is doing very well.

Sheriff Magill says that occasionally they get a complaint from inmates. Sheriff Magill explains that Dan Lindhorst, Brian and one of the other sergeants are part of the Oregon State Sheriff's Organization Command Council. They meet once every two months or once a quarter to evaluate policies and procedures.

Commissioner Hege asks how we know if what they inmates are claiming is true or not true. Sheriff Magill personally attests to the fact that the accusations are not true. During his visits and inspections he has only seen humane treatment. There are state wide policies and minimum standards and NORCOR has their own set of standards related to how inmates are treated. These standards are always being met or exceeded. Sheriff Magill acknowledges there are three inmates that entered into a hunger strike on Monday. They were examined, weighed and got a recorded baseline health exam. NORCOR is continuing to offer the inmates food. ACLU was protesting based on the hunger strike.

Chair Runyon wraps up the meeting. The Board thanks Sheriff Magill for the update on NORCOR.

Adjourn meeting at 11:42 p.m.

Summary of Actions

Motions Passed

- To approve agreement 121-17 for Materials Management Grant.
- To approve MS-ISAC agreement.
- To approve agreement ORWASCO1021 Wamic Market and Ramsey Overlay.
- To approve the IGA Agreement with Center for Living regarding storing

their containers on Wasco County's 10th Street Property.

- To approve the order 17-020 in the matter of the appointment of Bradley Cross as the County Surveyor for Wasco County, Oregon.
- To approve Order 17-019 appointing Randy Seibel as ex-officio to the Wasco County Fair Board
- To approve Resolution 17-003 reporting on Northern Oregon Regional Correctional Facility inspection.
- To approve consent agenda as presented – 4.19.2017 Regular Session Minutes.
- To approve the Indemnification and Hold Harmless Agreement between Young Life, Washington Family Ranch and Wasco County and the permits for fireworks displays on the dates of June 20th, June 27th, July 4th, July 10th, July 17th, July 24th, July 30th, and August 4th.

Wasco County
Board of Commissioners

Absent

Rod L. Runyon, Board Chair

Steven D. Kramer

Steven D. Kramer, Vice-Chair

Scott C. Hege

Scott C. Hege, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MAY 3, 2017**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [FLAP Match Agreement](#) – Arthur Smith
2. [MCCFL 10th Street Storage Agreement](#) – Fred Davis
3. [Appointments](#)
4. [NORCOR Inspection](#)

Discussion Item
FLAP Match Agreement

- [Introductory Email](#)
- [FLAP Project Steps](#)
- [Federal Lands Access Program Match Agreement](#)



Kathy White <kathyw@co.wasco.or.us>

Fwd: Wasco County Projects

Arthur Smith <arthurs@co.wasco.or.us> Mon, Apr 24, 2017 at 8:21 AM
 To: Kathy White <kathyw@co.wasco.or.us>
 Cc: Rod Runyon <rodr@co.wasco.or.us>, Steve Kramer <stevek@co.wasco.or.us>, Scott Hege <scotth@co.wasco.or.us>, Tyler Stone <tylers@co.wasco.or.us>

Kathy,

The Federal Land Access Program (FLAP) projects are moving along! The proposal to combine the projects and the timeline from Western Federal Lands is acceptable to my department and the match amount is exactly what I estimated. There is a FLAP project steps outline attached to this e-mail that might help clarify the overall process.

More importantly, they have attached a Draft match agreement that I would like legal to review. If it looks fine, then we will get a final copy for signatures.

Thank you,

Arthur

----- Forwarded message -----
 From: **Fletcher, Matthew (FHWA)** <Matthew.Fletcher@dot.gov>
 Date: Thu, Apr 20, 2017 at 12:12 PM
 Subject: RE: Wasco County Projects
 To: Arthur Smith <arthurs@co.wasco.or.us>

Arthur,

I've combined Tygh Valley - Wamic Road Improvements and Ramsey Creek Overlay into a single project and have some new updated budget information for you. The new Project will be a combination of both scopes of work, details are below:

General Information:

Project ID: OR WASCO 102(1)
 Project Name: Wamic Market Road and Ramsey Creek Overlay
 Program Year: 2018
 Construction and Design Delivered By: Western Federal Lands Highway Division

Scope: Perform road prep work including sweeping, cleaning, and crack sealing, place 2" asphalt overlay, replace sub-standard guardrail, add shoulder material and install new Chevron-type warning signs and apply new pavement markings.

Budget

Phase	Initial Budget	Proposed Budget	FLAP	Match	Comments
PE	\$ 65,811.00	\$ 100,000.00	\$ 85,000.00	\$ 15,000.00	Cash
CN	\$ 834,471.00	\$ 820,000.00	\$ 728,449.00	\$ 91,551.00	Cash (\$59,051) and In Kind (\$32,500)
CE	\$ 53,767.00	\$ 100,000.00	\$ 100,000.00		
CM	\$ 83,447.00	\$ 17,496.00	\$ 17,496.00		

Total	\$	1,037,496.00	\$	1,037,496.00	\$	930,945.00	\$	106,551.00
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As I noted before I made some slight adjustments to the budget to try and bring the PE and CE values within 10-15% of the anticipated CN amount. The first column shows the initial budget which was created by straight combining the initial estimates provided in the FLAP proposals for both projects. The Proposed Budget shows the budget as I've revised it. The FLAP and Match amounts are shown as well. The total match for the project is \$106,551 (10.27% of the Total Budget Amount of \$1,037,496).

Funding Plan

Agency	Form	Value	Percentage of Match	Phase	Due Date	Rec Date	Comment	Fund	FTA Num	Mod Num	Exc Date
Wasco Cty	Cash	\$15,000.00		PE	10/1/2017		Wasco County Public Works			Base	
Wasco Cty	Cash	\$59,051.00		CN	3/1/2018		Wasco County Public Works			Base	
Wasco Cty	In-Kind Service	\$32,500.00		CN	11/1/2018					Base	

The above table outlines the planned Funding Plan for the project from the Counties Perspective. With estimated dates for providing match. The final dollar figures, type of match, etc will be coordinated between WFL's Project Manager and the county when setting up the project agreement. But this is my projected funding plan for the project.

Match Agreement

Lastly, I have attached a Draft Match Agreement for the project. This is the initial documentation that will commit both parties to starting this project. It is bare bones, and indicates that the County Agrees to provide Match for the Project. If you could please review the document and let me know if you have any questions or concerns. Items in Red are language that I have changed. Items in black are standard language.

After review, I can email over a final PDF copy for signature

Next Steps

After the Match Agreement is signed by both parties, a Project Manager within our office will be assigned to the project and design will start moving forward. I've attached a general timeline for the project for your information. I hope this information is helpful, let me know if you have any questions.

Thanks,

Matthew Fletcher

Program Manager, Western Federal Lands Highway Division

610 East Fifth Street Vancouver, WA 98661

Western Federal Lands Highway Division

Federal Lands Access Program

Federal Lands Access Program (FLAP) Project Steps

The following steps are intended to provide a high-level view for the FLAP project development process, from project selection to close-out. These steps do not account for all details in the actual development process and the timing will vary based on specific issues for the particular project.

Phase

1 Project Selection Phase

- Local Public Agency (LPA) with Federal Land Management Agency (FLMA) prepares application
- Programming Decisions Committee (PDC) and Technical Advisory Group (TAG) review applications
- PDC selects project

2 Match Agreement Phase

- Match Agreement (MA) coordination between Western Federal Lands (WFL), LPA and/or FMLA
- MA signed**

3 Project Agreement and Funding Agreement Phase

- Project Manager (PM) is assigned
- PM develops project Memorandum of Agreement (MOA) through coordination with LPA and/or FMLA
- MOA signed**
- WFL coordinates Funds Transfer Agreement (FTA) or Reimbursable Agreement (RA) with LPA and/or FMLA
- FTA or RA signed**

4 Project Development Phase

- Project advances through design process
- WFL performs stewardship and oversight role as needed
- Update MA, RA, FTA and/or MOA as needed

5 Project Construction Phase

- Project advances to construction
- WFL performs stewardship and oversight role as needed

6 Project Close-Out Phase

- Final match requirements are verified during project close-out

Approximate Timeline per Phase

1. Project Selection 9-12 months from time application is submitted
2. Match Agreement 60-120 days from time of project selection
3. Project Agreement and Funding Agreement 60-120 days from time the MA is executed
4. Project Development Depends on complexity of project typically 12-24 months
5. Project Construction Depends on complexity of project typically 12-24 months
6. Project Close-Out 120-180 days from time the project is complete

State: Oregon

Project Number/Name: OR WASCO 102(1) / Wamic Market Road and Ramsey Creek Overlay

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

And

Wasco County

Purpose of Agreement:

The purpose of this agreement is to document the intent of Wasco County to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to Perform road prep work including sweeping, cleaning, and crack sealing, place 2" asphalt overlay, replace sub-standard guardrail, add shoulder material and install new Chevron-type warning signs and apply new pavement markings. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming the under the Oregon State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non- Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by Wasco County and other agencies that have committed to the project in subsequent agreements. The forms of match *shall* be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' *and as approved by FHWA*. In the state of Oregon, the match rate is 10.27% of the total project cost.

The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with Wasco County to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

- Wasco County

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)
Wasco County	100%	<u>10.27%</u> 10.27%

Wasco County is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP applications was \$ 106,551. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

**U.S. Department of Transportation Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:

Dan Donovan, Director of Program Administration

Date

Wasco County

Approved By:

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

Date

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Discussion Item
MCCFL 10th Street Storage Agreement

- [Staff Memo](#)
- [Intergovernmental Agreement for Storage](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: FRED DAVIS
SUBJECT: MCCFL 10TH STREET STORAGE AGREEMENT
DATE: 4/26/2017

BACKGROUND INFORMATION

As The Center For Living looks towards their future build they began to look for furnishing ideas. As Valerie Bellus began to look she came across a large number of cubicles on the State surplus network. As she communicated with the State, the options became more clear. The State Lottery had decided to change the height of their cubicle spaces and that will require them to purchase new product. That's what generated the surplussing of more than one hundred good quality pieces that would more than fill the needs of CFL's new building. Then the problem became a storage issue.

Valerie has responsibilities similar to mine and knew they did not have adequate space for that large a quantity. At that point she reached out to me to see if the County had any space in our storage buildings. I considered our options but I knew we were not going to be able to accommodate their need in that way. I emailed her and explained our lack of options. She emailed me later and asked if we would have any room for some shipping containers. After talking with Tyler I contacted Arthur Smith to ask about the Northern half of the old 10th street Public Works lot and we agreed upon a location to the Northeast of the wood cutting area on an area rarely used and I offered a space for two or three forty foot containers to them. I see this as a great opportunity to help CFL succeed and save money. They're getting more for less and our minimal effort can have a great impact. I believe this is a good way to help our community.

INTERGOVERNMENTAL AGREEMENT FOR STORAGE

This Intergovernmental Agreement for Storage (this "Agreement") is entered into and made effective for all purposes as of May 1, 2017 (the "Effective Date") between the Mid-Columbia Center for Living, an Intergovernmental Agency ("MCCFL"), and Wasco County, a political subdivision of the State of Oregon ("County").

RECITALS:

A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform on its own.

B. County owns the ___ acre Complex located in the area of 10th and Walnut Streets in The Dalles, OR, The Dalles, Oregon (the "Complex"). The Complex includes covered, enclosed and open areas that can accommodate storage.

C. MCCFL and County desire to enter into this Agreement in order to provide MCCFL the opportunity to use certain portions of the Complex for the purpose of storing commercial steel storage containers.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The term of this Agreement commenced on the Effective Date and will remain in full force and effect until terminated in accordance with this Agreement. This Agreement may be terminated by either party at any time, for any reason or no reason, upon thirty (30) days' prior written notice to the other party. Any property owned by MCCFL shall be removed within thirty (30) days after the termination of this Agreement. Any property that remains after this 30 day period shall be deemed abandoned and shall become the property of the County, at the County's sole discretion.

2. Storage. MCCFL may utilize the Complex for the storage of storage containers and related purposes. County grants MCCFL such rights of ingress and egress as is necessary or appropriate for MCCFL's storage of storage containers on or at the Complex. MCCFL will store the containers in that certain Complex area(s) designated and depicted in the attached Exhibit A (the "Storage Area(s)"). In connection with MCCFL's use of the Storage Area, MCCFL will (a) repair, within a reasonable period of time, any improvements, including, without limitation, landscaping, within the Storage Area that are damaged or destroyed due to MCCFL's use of the Storage Area for any reason; and (b) clear and properly dispose of debris, litter, and cinder placed by MCCFL in the Storage Area. County will provide MCCFL use of the Storage Area free of charge. Under no circumstance shall any hazardous, contaminant or dangerous material be placed at the Complex by MCCFL for any reason. The placement by MCCFL, or any agents

of MCCFL, of any hazardous, contaminant, dangerous material or any property not listed in this Agreement will lead to immediate termination of this Agreement.

3. Indemnification. Subject to the terms and conditions contained in this Agreement, to the fullest extent permitted by law, MCCFL will defend, indemnify, and hold County and its officers, employees, agents, and representatives harmless for, from, and against any and all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, attorney fees and *costs*, arising out of MCCFL and/or its officers, employees, agents, and/or representatives use of the Storage Area in accordance with this Agreement.

4. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. Neither party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other party. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Wasco County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Wasco County, Oregon. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made effective for all purposes as of the Effective Date.

County:
Wasco County,
a political subdivision of the State of Oregon

MCCFL:
Mid-Columbia Center for Living
an Intergovernmental Agency

By: _____
Rod L. Runyon, Chair

By:  _____
Barbara Seatter, Executive Director

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Discussion Item

Appointments

- [Randy Seibel Application](#)
- [Order 17-019 Appointing Randy Seibel to the Wasco County Fair Board](#)
- [Order 17-020 Appointing Bradley Cross as Wasco County Surveyor](#)

INFORMATION AND QUALIFICATION FORM

Wasco County Fair Board VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Fair Board meets in the evening twice each month throughout the year. In addition to organizing the annual Wasco County Fair the Board is responsible for fund raising, managing projects on the fair grounds, oversight for Hunt Park, supervision of the Hunt Park caretaker, working with the Extension District/4H and engaging in intermittent repairs and small construction.

APPLICATION

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

POSITION DESCRIPTION: Wasco County Fair Board Member

Name: Randy Seibel

Address: [REDACTED]

Phone (home) [REDACTED] Phone (work) [REDACTED]

E-mail address: [REDACTED]

Signature: Randy Seibel

Date: 11-18-2017

Number of years as a Wasco County resident: 49

Your objectives/goals? Desired contributions and accomplishments? To help serve Wasco County and be involved with the Fair (more than I already am) using my contracting skills as a worker and Fair board member.

Approximate hours/week available for this commitment? As needed

Comments: I have my own company so I can get away as needed

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

Graduate of Wautoka High Date(s): [REDACTED]

Worked at Rich Tenold Const. Date(s): from High School until his death
Worked at City of The Dalles Date(s): for 4 yrs
Worked at Crestline Date(s): until I started my own business

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

Spent 13 years with Little League work Date(s): and on board
The Dalles High Sports Date(s): To Date
McMC volunteer Date(s): To Date
Celilo Cancer Center Volunteer fund Date(s): To Date
raising

General Comments/Additional Relevant Information

I have ran the Fair Demolition Derby for over 10 years and
enjoy every minute. I know many on the board and feel like
I can work well with them.

I am a contractor and can design & build just about anything.
I run equipment, work concrete and do underground sewer and
water repairs.

I also was a 4-Hr and showed pigs at Fair.
I helped Rich Tenold and Steve Byers when they volunteered on
Fair construction jobs years ago.

Send completed form to:

Wasco County
511 Washington Street, Suite 101
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)
RANDY SEIBEL TO THE WASCO COUNTY) ORDER
FAIR BOARD AS EX-OFFICIO MEMBER) #17-019

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 on June 1, 2016, the Wasco County Fair Board determined that adding an ex-officio member will be of benefit to the Board and the citizens they serve; and

IT FURTHER APPEARING TO THE BOARD: That Thelma Alsup, previously serving as the ex-officio member, has recently been appointed to the Board to fill a vacancy; and

IT FURTHER APPEARING TO THE BOARD; that Randy Seibel has been recommended for appointment as an ex-officio member by the Wasco County Fair Board and is willing and is qualified to serve in that position.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Randy Seibel be and is hereby appointed to the Wasco County Fair Board to complete Thelma Alsup's term as a non-voting, ex-officio member; said term to expire June 30, 2019.

DATED this 3rd day of May, 2017.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Steven D. Kramer, Vice-Chair

Kristen Campbell, 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)
BRADLEY CROSS AS COUNTY SURVEYOR FOR) ORDER
WASCO COUNTY OREGON) #17-020

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

IT APPEARING TO THE BOARD: That ORS 204.005 (2) requires that the governing body of a County shall appoint a County Surveyor unless a County Ordinance provides otherwise; and

IT FURTHER APPEARING TO THE BOARD: That ORES 254.005 (8) defines the Office of the County Surveyor as a Nonpartisan Office; and

IT FURTHER APPEARING TO THE BOARD: That ORS 204.010 (1) sets the term of a County Surveyor at 4 years; and

IT FURTHER APPEARING TO THE BOARD: That Dan Boldt retired as Wasco County Surveyor effective May 1, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Deputy County Surveyor Bradley Cross is willing and is qualified to be appointed as Wasco County Surveyor to complete the four-year term; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bradley Cross be and is hereby appointed as the Wasco County Surveyor effective May 1, 2017, said term to expire on December 31, 2018.

DATED this 3rd day of May, 2017.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner

Discussion Item
NORCOR Inspection

- [Resolution 17-003 Reporting on 2017 Northern Oregon Correctional Facility Inspection](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE INSPECTION)
OF THE NORTHERN OREGON REGIONAL) R E S O L U T I O N
CORRECTIONAL FACILITIES.) #17-003

WHEREAS, 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 pursuant to ORS 169.040(1) the Board of Commissioners of a County with a local correctional facility located therein is the inspector thereof; and

IT FURTHER APPEARING TO THE BOARD, that the above noted inspections must be conducted once per each regular term; and

IT FURTHER APPEARING TO THE BOARD, that on the 19th day of April, 2017 the Wasco County Board of Commissioners, consisting of Commission

Chair Rod Runyon, and County Commissioner Steve Kramer, conducted a full inspection of the Northern Oregon Regional Correctional Adult Facilities (NORCOR), specifically the cleanliness of the facility and the health and discipline of the persons confined; and

IT FURTHER APPEARING TO THE BOARD, that on the 19th day of April, 2017, the Wasco County Board of Commissioners, consisting of Commission Chair Rod Runyon and County Commissioner Steve Kramer, conducted a full inspection of the Northern Oregon Regional Correctional Juvenile Facilities (NORCOR), specifically the cleanliness of the facility and the health and discipline of the persons confined; and

IT FURTHER APPEARING TO THE BOARD, that during said inspection the Board heard reports on the operation and function of NORCOR's Adult and Juvenile Detention Facilities by NORCOR's Executive Director Bryan Brandenburg; and

NOW, THEREFORE, IT IS HEREBY RESOLVED: That it appears NORCOR's Adult Corrections and Juvenile Detention Facilities are sufficiently clean, its health facilities are adequate, its inmates are sufficiently monitored and well disciplined, and the facilities appear in good operating order; and

IT IS HEREBY FURTHER RESOLVED: That the Board of Commissioners' inspection found no deficiencies of the NORCOR operations; and

IT IS HEREBY FURTHER RESOLVED: That no report to the District Attorney is necessary.

DATED this 3rd day of May, 2017.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Steven D. Kramer, Vice-Chair

Kristen Campbell
County Counsel

Scott C. Hege, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MAY 3, 2017**

CONSENT AGENDA

1. [4.19.2017 Regular Session Minutes](#)



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 Gambie 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 he this number if 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. Gambee 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

Scott C. Hege, County Commissioner

Agenda Item
DEQ/Wasco County Planning Abatement
Recycling Grant Agreement

- [Staff Memo](#)
- [Redlined Draft Grant Agreement](#)
- [DEQ Materials Management Agreement 121-17](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: DEQ GRANT AGREEMENT
DATE: 4/27/2017

BACKGROUND INFORMATION

A version of this agreement was presented for Board consideration at the 4.19.2017 Session. Following the session, we learned that the DEQ had not, as previously thought, finalized the language in the agreement. Therefore, that document was not fully executed and is being replaced by the agreement in today's packet.

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

Project Name: Abatement Assistance and Recycling Program

DEQ Agreement # 121-17

This agreement ("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: Angie Brewer, Planning Director	Grant Administrator: Jamie Jones, Natural Resource Specialist IV
Organization: Wasco County Planning Department Code Compliance Program 2705 E Second Street The Dalles, OR 97058	Department of Environmental Quality 400 E. Scenic Drive, Suite 307 The Dalles, OR 97058
Phone: (541) 506-2566 E-mail: angieb@co.wasco.or.us Taxpayer ID#: 93-6002315	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 the last~~ party ~~has signed~~ signs it ~~and, when or, if approval by the Oregon Department of Justice ("ODOJ") is required, on the date~~ it has been approved by ~~the Oregon Department of Justice~~ ODOJ, ~~whichever comes later~~. Recipient agrees to complete the Project by **May 31, 2018** ("Project Completion Deadline"). Unless earlier terminated or extended, this Agreement expires on **July 131, 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 from highest to lowest precedence.
3. **Grant Funds; Match.** The maximum, not-to-exceed amount that ~~the~~ DEQ will pay to Recipient hereunder is ~~\$~~ no more than 100% of total Project costs may be paid with Grant moneys.
4. **Disbursements; Expenses.** **\$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 ninety (90) days after the completion of the Project: (~~"Availability Termination Date")~~. 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 that 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 ~~to~~ June 30) must be received no later than fifteen (15) days ~~from~~ after the close of the fiscal year (July 15). Invoices must be sent electronically to DEQEXP@deq.state.or.us ~~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: Grant Administrator, Angie Brewer, Planning Director, Wasco County Planning Department, Code Compliance Program, 2705 E Second St., Street, 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 4(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) approved per diem rates. ~~US General Services Administration approved rates, which~~ 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~~ class airfare.

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~~ non-profit organization, 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 ~~actions~~ actions 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~~ obligations 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 \$seven hundred fifty thousand dollars (\$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~~ if applicable to the Project, 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~~ disbursements under this Agreement;

(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~~ execution of this Agreement and, should any of such representations and warranties no longer be true or applicable prior to the date of Grant disbursement, Recipient will immediately notify DEQ of such change, upon which notification DEQ will determine whether such change presents a material impediment to DEQ's authorization to make disbursements under this Agreement.

8. **Project.** Recipient agrees to complete the ~~project~~ 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 of the conditions set forth in Sections 7(a) or 7(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 (5) 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 ~~semi-annual~~ Project Progress Report ~~on or by the mid-point of the term of this Agreement, but no later than Reports to DEQ within~~ six (6) months ~~after~~ after the start of the ~~Project grant project~~ and ~~semi-annually every six (6) months thereafter, as applicable. Recipient shall submit until a submission of a Final Report at the due 30-days after Project's completion as described in Exhibit C or no later than June 30, 2018.~~ 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~~ development that significantly ~~impact~~ impacts 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 of the situation, along with~~ any assistance ~~needed~~ Recipient may require to ~~resolve the situation~~ do so.

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 are authorized to make excerpts, transcripts and copies of same in their sole discretion. 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 the term "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 (collectively and individually without distinction "Indemnatee") from and against any and all claims, suits, actions, ~~losses, damages, liabilities, damages, losses,~~ costs, and expenses (including attorneys' fees) 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, and indemnify the State of Oregon, DEQ, and ~~its~~ their officers, employees, and agents (collectively and individually without distinction

"Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) ~~arising from of any nature resulting from, arising out of, or relating to~~ 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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) ~~(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 made 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 to pay, 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 as 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, Recipient's 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 17(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 17(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 are not exclusive of any remedies provided by law, and DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or 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, postage prepaid ~~postage~~; or 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 shall 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 written consent ~~in writing~~ of DEQ.

23. **Survival.** ~~All provisions of this Agreement set forth in the following sections Sections 5, 9, 11, 14, 15, 22, and 23,~~ and all other provisions that by their terms are meant to survive, shall survive the 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~~party unless such ~~person~~party is identified individually ~~identified~~ by name herein and ~~expressly~~is expressly described expressly 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 the administration of ~~the~~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.
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~~all exhibits~~ and ~~any~~ attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no other 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: – Wasco County Planning Department

Code Compliance Program:

Rod Runyon, Chair, Wasco County Board of County Commissioners **Date**

Wasco County Board of County Commissioners

Scott Hege, Commissioner **Date**
Wasco County Board of County Commissioners **Date**

Steve Kramer, Commissioner **Date**
Wasco County Board of County Commissioners **Date**

AGREED BY AGREED BY DEQ:

Wendy Wiles, Environmental Solutions Division Administrator

Date

Index-PCA-Pjt Proj. Mark Brown, Financial Services Manager

Date

Exhibit A

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT
PROJECT DESCRIPTION, BUDGET, AND SCHEDULE; PAYMENT TERMS

Project Name: Abatement Assistance and Recycling Program

DEQ #: 121-17

Recipient: Wasco County Planning Department, Code Compliance Program

BACKGROUND

Wasco County Planning Department, Code Compliance Program (WCCGRecipient) often has code compliance cases with significant accumulations of scrap metal, appliances, household trash, and construction materials. The WCCGRecipient 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, WCCGRecipient 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

WCCG

Recipient 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 WCCGRecipient 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

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/below. 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.

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.

BUDGET

Budget	DEQ NTE Grant Amount
Personnel Services	\$0
Professional Services (juvenile crew services)	\$8,172.00
Capital Equipment (pickup truck, trailer)	\$35,450.00
Services and Supplies (supplies, bins, etc.)	\$2,500.00
Total	\$46,122.00

DEQ will reimburse Recipient up to the not to exceed (NTE) amounts identified the project budget above. The budget may vary between line items only if the Recipient obtains advanced written approval from the DEQ Grant Administrator.

REPORTING TASKS

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

Task 51: Submission of a semi-annual Project Progress Report Reports to DEQ. The recipient will:

- Submit a semi-annual Project Progress Report Reports to the DEQ no later than within six (6) months after of the start of the grant project, or by no later than **November 1, 2017**. Reports and every six (6) months thereafter, until the Final Report is submitted. The report 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 62: Submission of Final Report to DEQ.

- **The Recipient will:** Submit a Final Report to DEQ no later than **May 31** 30-days after project completion or no later than **June 30, 2018**. The Final Report will contain information as outline outlined 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 # 121-17
Project Name: Abatement Assistance and Recycling Program	DEQ Grant Administrator: Jamie Jones
Recipient Address: 2705 E Second Street The Dalles, OR 97058	Report Period From: To:
Recipient Grant Administrator: Angie Brewer, Planning Director Phone: (541) 506-2566	Grant Amount: \$46,122

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~~the Agreement. The reports must be submitted to DEQ's Grant Administrator and must be provided electronically in ~~.pdf~~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 (30) days ~~prior to~~before the Expiration Date of this Agreement. ~~The Final Report and~~ 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~~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~~explaining 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 ~~\$five thousand dollars (\$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.~~

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

Project Name: Abatement Assistance and Recycling Program

DEQ Agreement # 121-17

This agreement ("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: Angie Brewer, Planning Director	Grant Administrator: Jamie Jones, Natural Resource Specialist IV
Organization: Wasco County Planning Department Code Compliance Program 2705 E Second Street The Dalles, OR 97058	Department of Environmental Quality 400 E. Scenic Drive, Suite 307 The Dalles, OR 97058
Phone: (541) 506-2566 E-mail: angieb@co.wasco.or.us Taxpayer ID#: 93-6002315	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 the last party signs it or, if approval by the Oregon Department of Justice ("ODOJ") is required, on the date it has been approved by ODOJ, whichever comes later. Recipient agrees to complete the Project by **May 31, 2018** ("Project Completion Deadline"). Unless earlier terminated or extended, this Agreement expires on **July 31, 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 documents comprising this Agreement are listed in the first sentence of this Section 2 from highest to lowest precedence.
- 3. Grant Funds; Match.** The maximum, not-to-exceed amount that DEQ will pay to Recipient hereunder is no more than **100%** of total Project costs may be paid with Grant moneys.
- 4. Disbursements; Expenses. \$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.

(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 that is the earlier of the Expiration Date or ninety (90) days after the completion of the Project ("Availability Termination Date"). 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 that 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 to June 30) must be received no later than fifteen (15) days after 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: **Grant Administrator, Angie Brewer, Planning Director, Wasco County Planning Department, Code Compliance Program, 2705 E Second Street, The Dalles, OR 97058.**

DEQ will withhold up to **20%** of total Grant funds for the Project until Recipient has submitted, and 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 4(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) approved per diem rates, which 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 class airfare.

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 non-profit organization, 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 actions 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 obligations 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 seven hundred fifty thousand dollars (\$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) If applicable to the Project, 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 disbursements under this Agreement;

(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 execution of this Agreement and, should any of such representations and warranties no longer be true or applicable prior to the date of Grant

disbursement, Recipient will immediately notify DEQ of such change, upon which notification DEQ will determine whether such change presents a material impediment to DEQ's authorization to make disbursements under this Agreement.

8. **Project.** Recipient agrees to complete the Project described in Exhibit A ("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 of the conditions set forth in Sections 7(a) or 7(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 (5) 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 semi-annual Project Progress Reports to DEQ within six (6) months of the start of the grant project and every six (6) months thereafter, until a submission of a Final Report due 30-days after Project's completion or no later than **June 30, 2018**. 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 development that significantly impacts 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 of the situation, along with any assistance Recipient may require to do so.

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 are authorized to make excerpts, transcripts and copies of same in their sole discretion. 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 the term "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, DEQ, and their officers, employees, and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, 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 defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to 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 Indemnitee shall, in all

instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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 by Recipient made 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 to pay, 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 as 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, Recipient's debts; (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 17(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 17(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 are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.

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, postage prepaid; or 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 shall 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 written consent of DEQ.

23. Survival. Sections 5, 9, 11, 14, 15, 22, and 23, and all other provisions that by their terms are meant to survive, shall survive the termination of this Agreement.

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 party unless such party is identified individually by name herein and is described expressly 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 the administration 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.
- 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 all exhibits and attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no other 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 – Wasco County Planning Department
Code Compliance Program:**

Rod Runyon, Chair, Wasco County Board of County Commissioners

Date

Steve Kramer, Vice-Chair, Wasco County Board of County Commissioners

Date

Scott Hege, Commissioner, Wasco County Board of County Commissioners

Date

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

AGREED BY DEQ:

Wendy Wiles, Environmental Solutions Division Administrator

Date

Index-PCA-Proj.

Mark Brown, Financial Services Manager

Date

Exhibit A

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE; PAYMENT TERMS	
Project Name: Abatement Assistance and Recycling Program	DEQ #: 121-17
Recipient: Wasco County Planning Department, Code Compliance Program	

BACKGROUND

Wasco County Planning Department, Code Compliance Program (Recipient) often has code compliance cases with significant accumulations of scrap metal, appliances, household trash, and construction materials. The Recipient 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, Recipient 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

Recipient 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 Recipient 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 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 below. 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.

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.

BUDGET

Budget	DEQ NTE Grant Amount
Personnel Services	\$0
Professional Services (juvenile crew services)	\$8,172.00
Capital Equipment (pickup truck, trailer)	\$35,450.00
Services and Supplies (supplies, bins, etc.)	\$2,500.00
Total	\$46,122.00

DEQ will reimburse Recipient up to the not to exceed (NTE) amounts identified the project budget above. The budget may vary between line items only if the Recipient obtains advanced written approval from the DEQ Grant Administrator.

REPORTING TASKS

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

Task 1: Submission of semi-annual Project Progress Reports to DEQ.

- Submit semi-annual Project Progress Reports to the DEQ within six (6) months of the start of the grant project, and every six (6) months thereafter, until the Final Report is submitted. The report must contain information as outlined on attached Exhibit C.

Task 2: Submission of Final Report to DEQ.

- Submit a Final Report to DEQ no later than 30-days after project completion or no later than **June 30, 2018**. The Final Report will contain information as outlined 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 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 the 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 (30) days before the Expiration Date of this Agreement and 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 explaining 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 five thousand dollars (\$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.

Agenda Item
Wasco County Internet Security

- [Presentation](#)
- [Multi-State Information Sharing & Analysis Center
Services Guide](#)
- [MS ISAC Member Agreement](#)



Information Services



Wasco County's Cybersecurity

CYBERSECURITY IS A TOP PRIORITY FOR PUBLIC ENTITIES



WE WANT TO KNOW WE'RE PROTECTED
AND OUR DATA IS SECURE



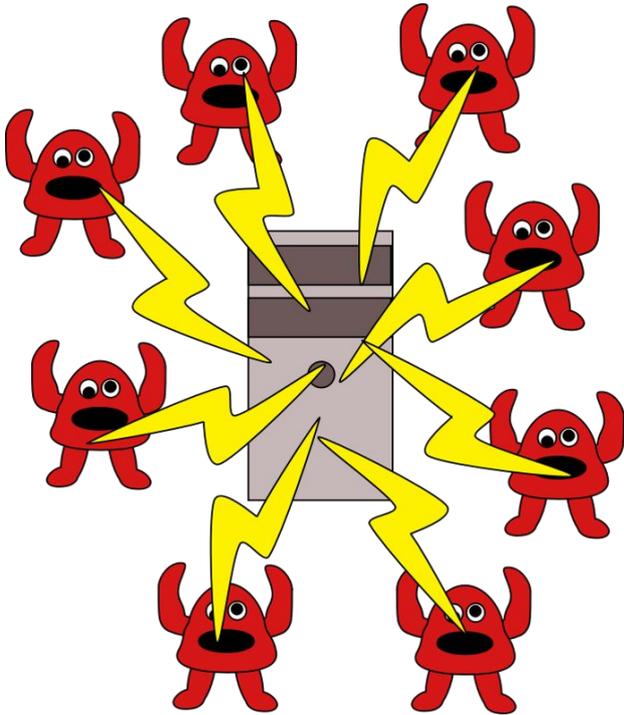
Information Services

Pioneering pathways to prosperity.

TRUE SECURITY IS PROACTIVE PROTECTION AGAINST THE KNOWN AND UNKNOWN



WHAT THREATS EXIST AGAINST OUR NETWORK?



Denial of Service

Many connections at one time prevent access to others.

WHAT THREATS EXIST AGAINST OUR NETWORK?



Social Engineering

Confidential Information learned through conversation/social media

WHAT THREATS EXIST AGAINST OUR NETWORK?



Brute Force Hacking

Guessing/trying different combinations until something works

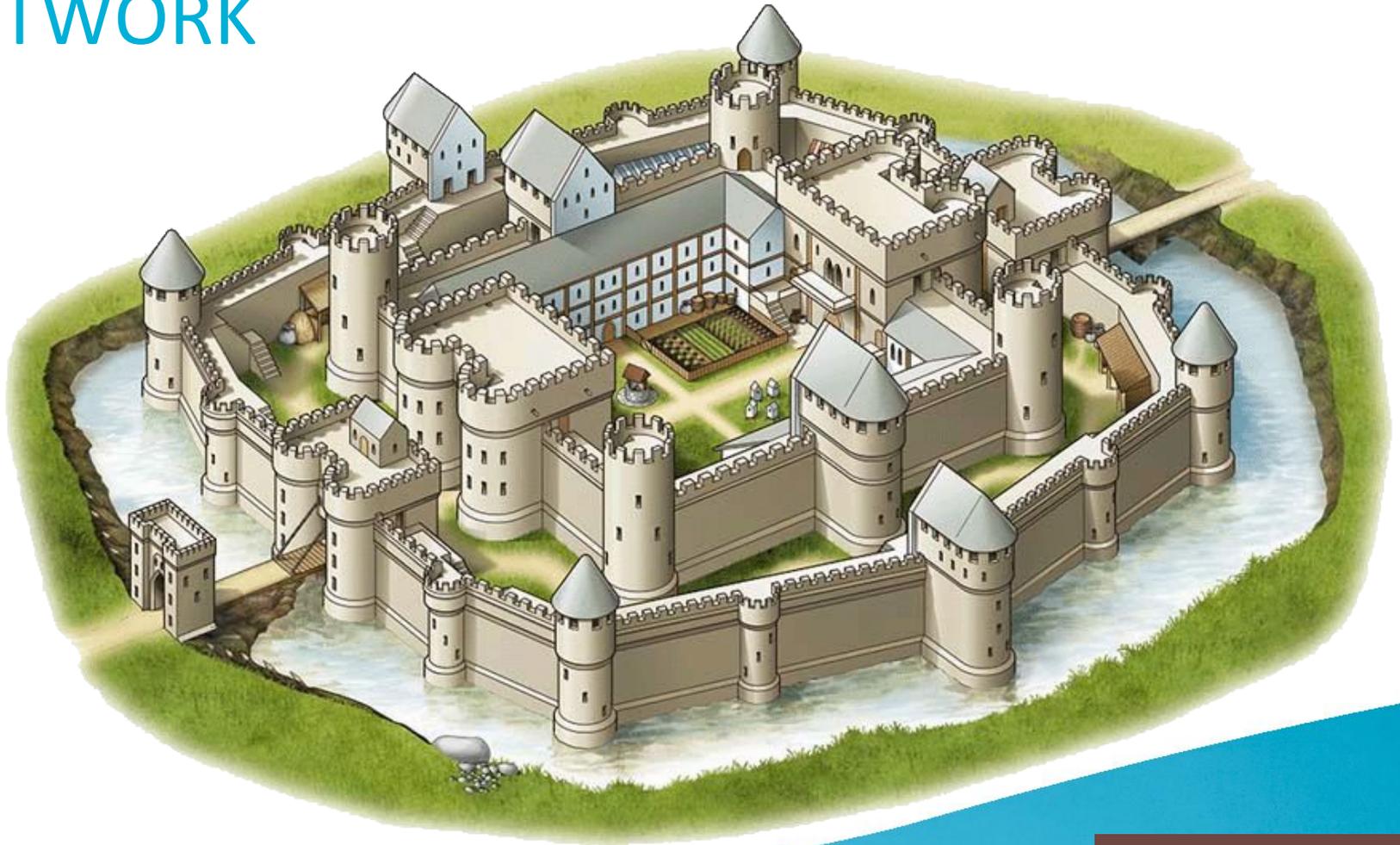
WHAT THREATS EXIST AGAINST OUR NETWORK?



Illegal/Illicit Content

Known and Unknown illicit or illegal content downloaded from the Internet

WE USE LAYERS TO PROTECT OUR NETWORK



Information Services

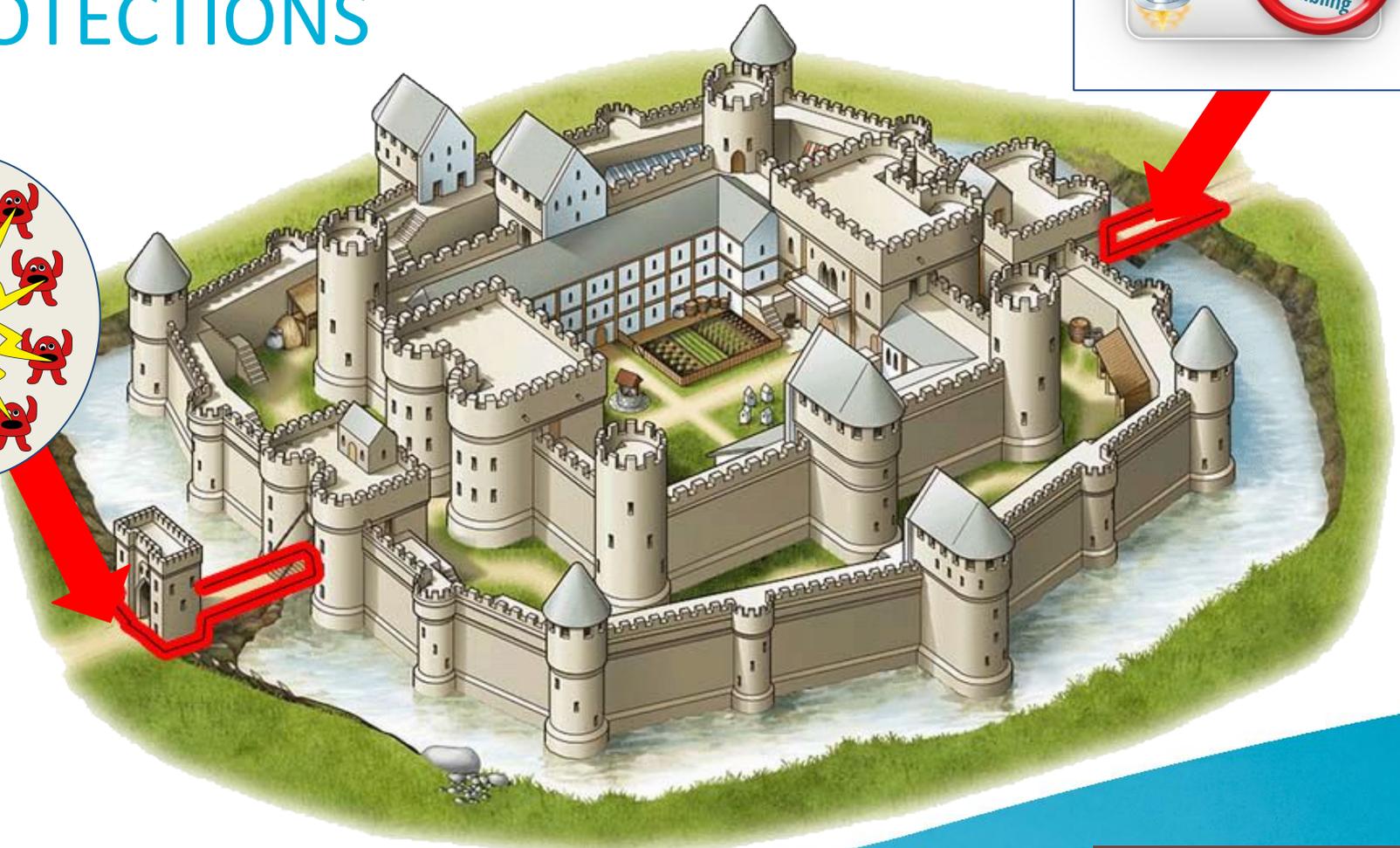
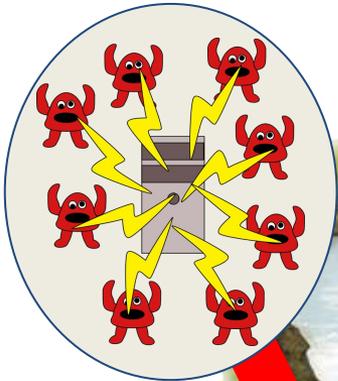
Pioneering pathways to prosperity.

LAYER 1

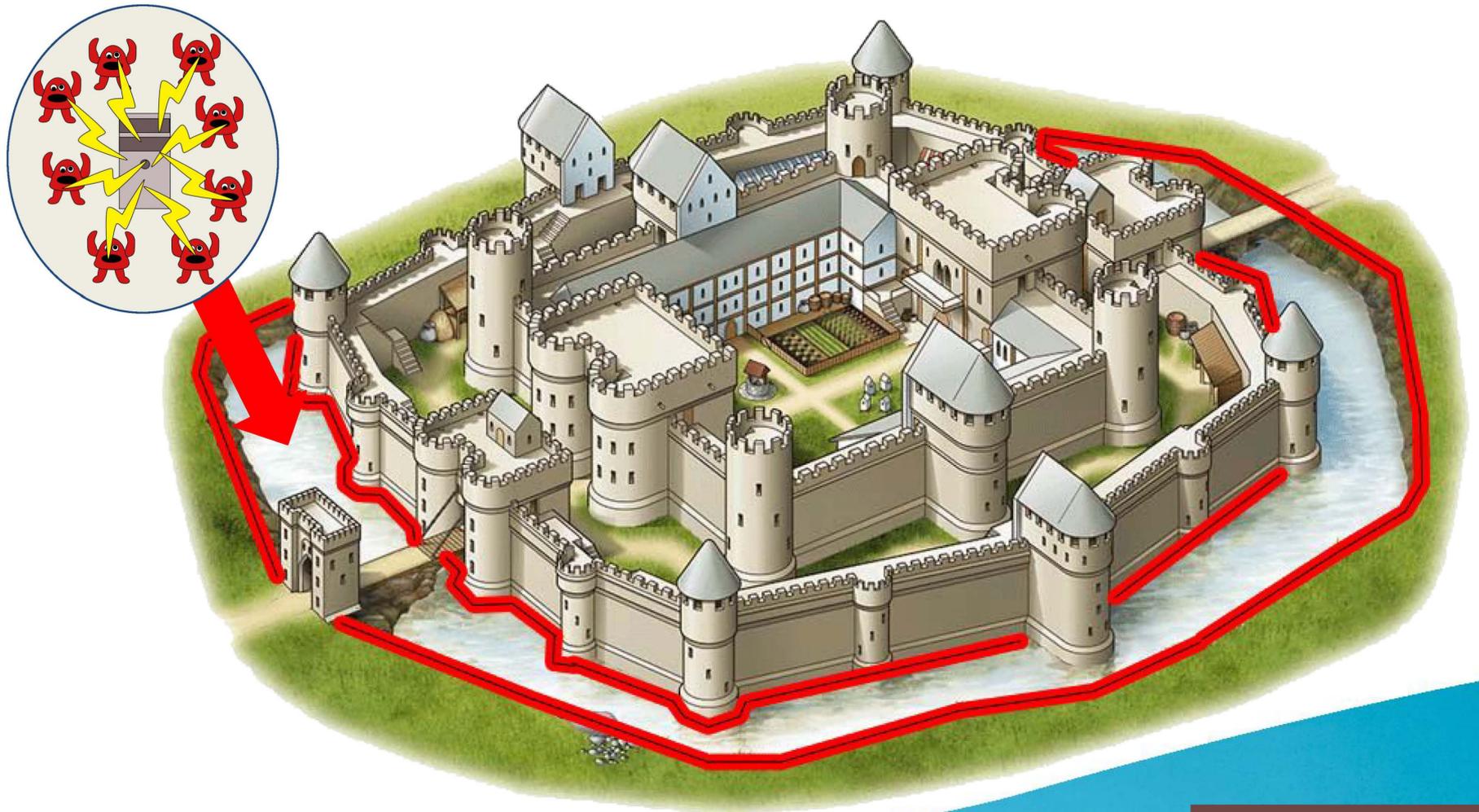
Frontline Protection



DEFENSE 1: INTERNET PROVIDER PROTECTIONS



DEFENSE 2: INTRUSION PREVENTION



Information Services

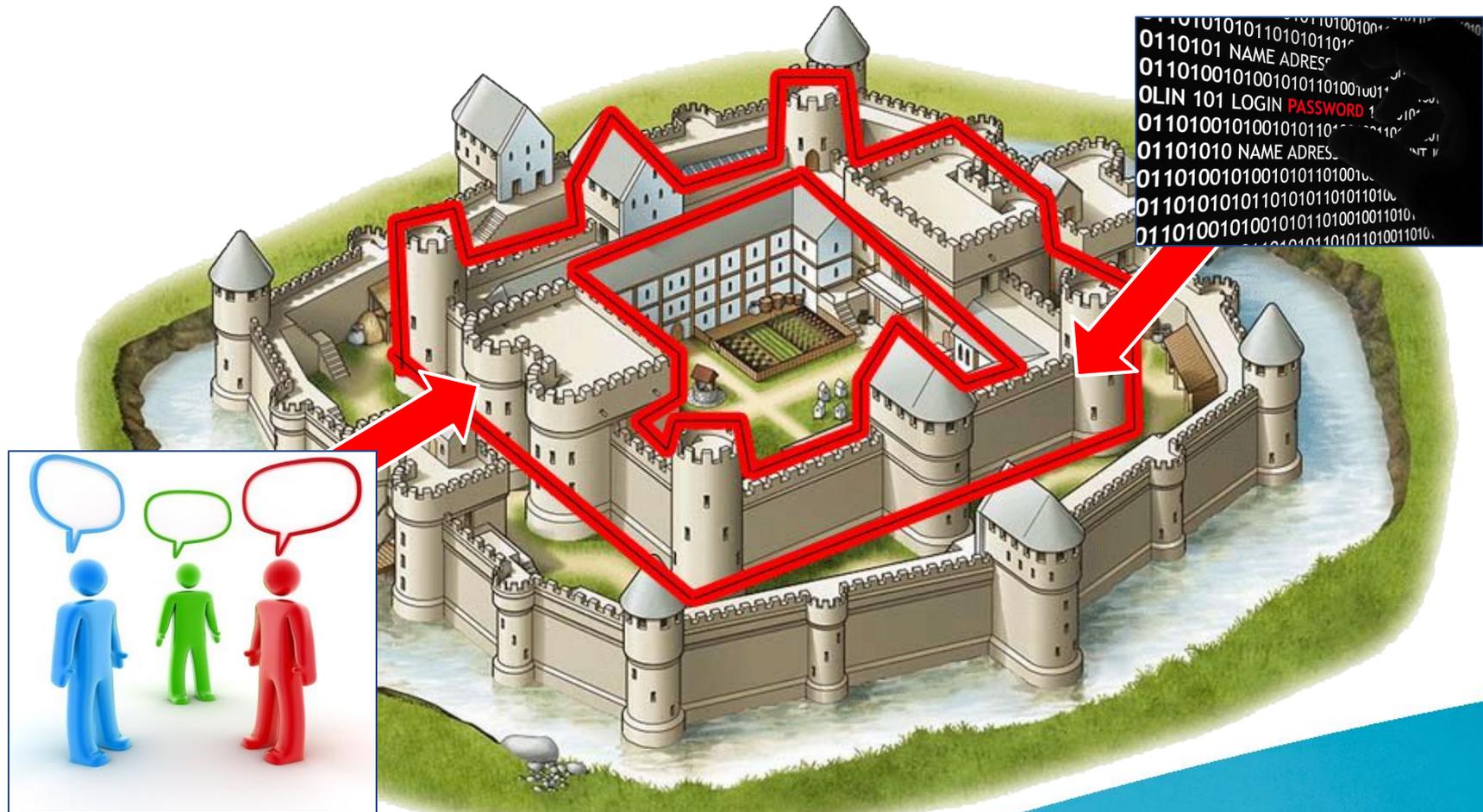
Pioneering pathways to prosperity.

LAYER 2 Network Protection

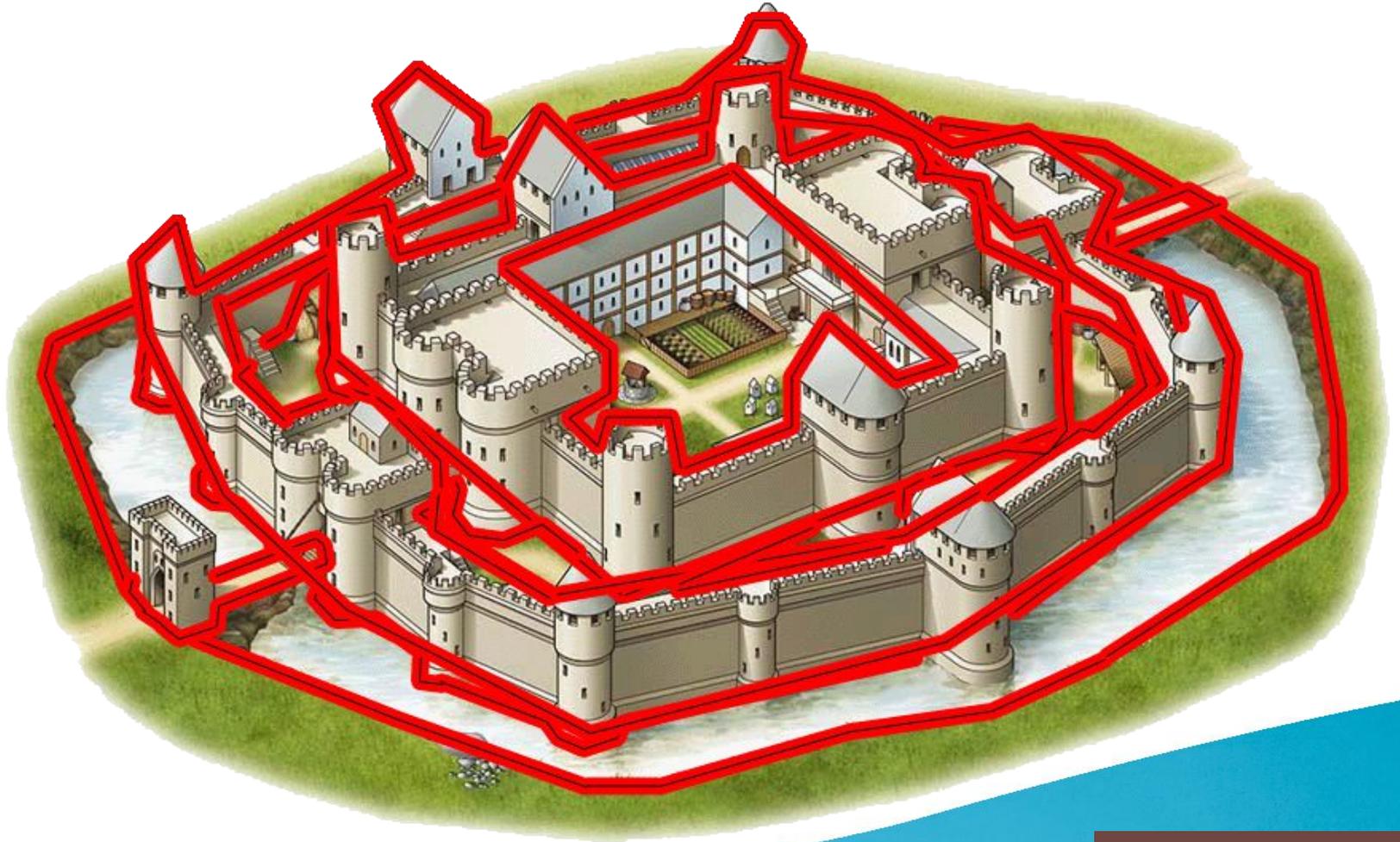


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DEFENSE 2: SEPARATES PUBLIC ACCESS AND INTERNAL NETWORK ZONES



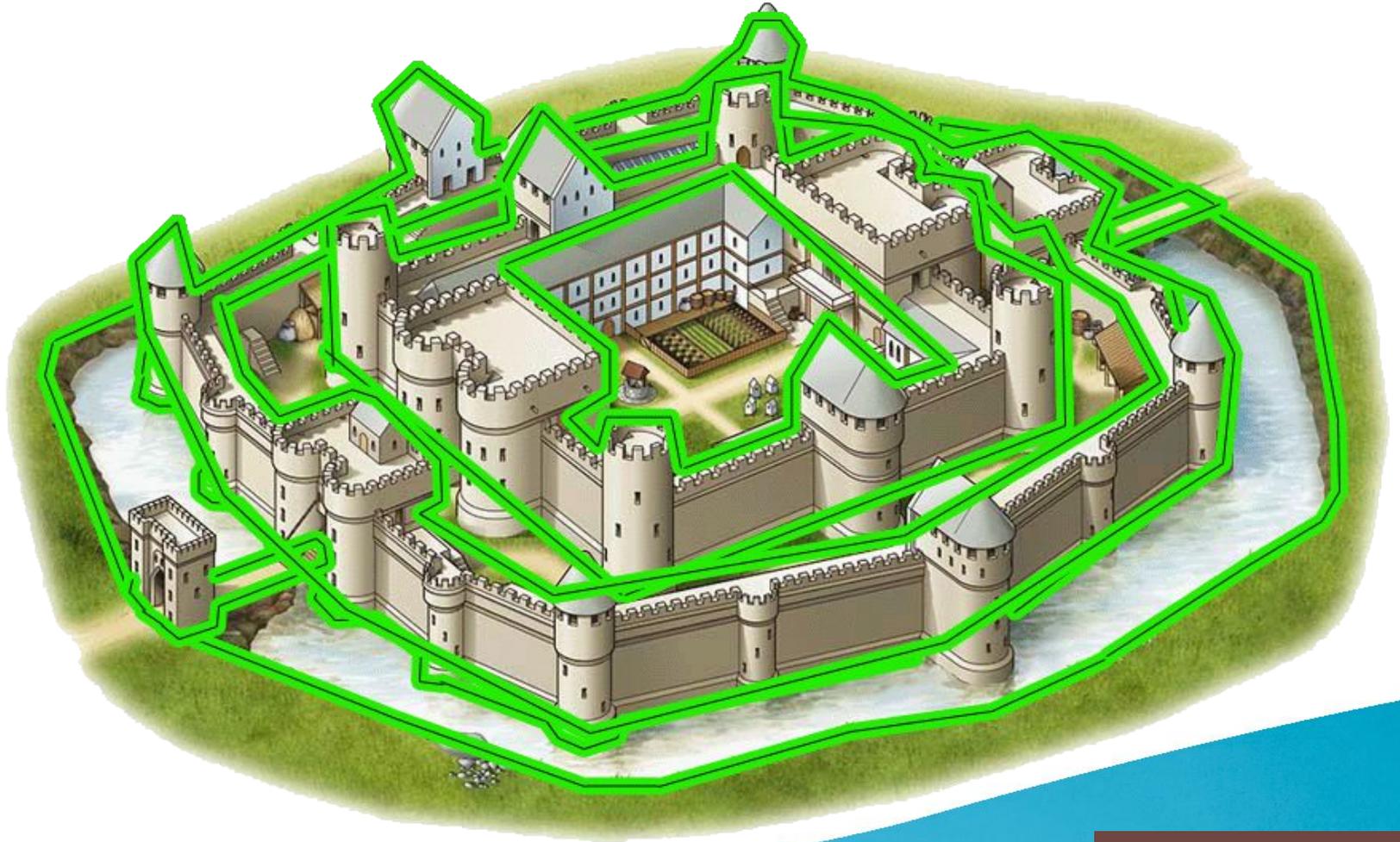
LAYERS 1 AND 2 PROVIDE IMPORTANT NETWORK PROTECTION!



Information Services

Pioneering pathways to prosperity.

NEW FIREWALL/ADAPTIVE SECURITY APPLIANCE(ASA) ENHANCES PROTECTION



Information Services

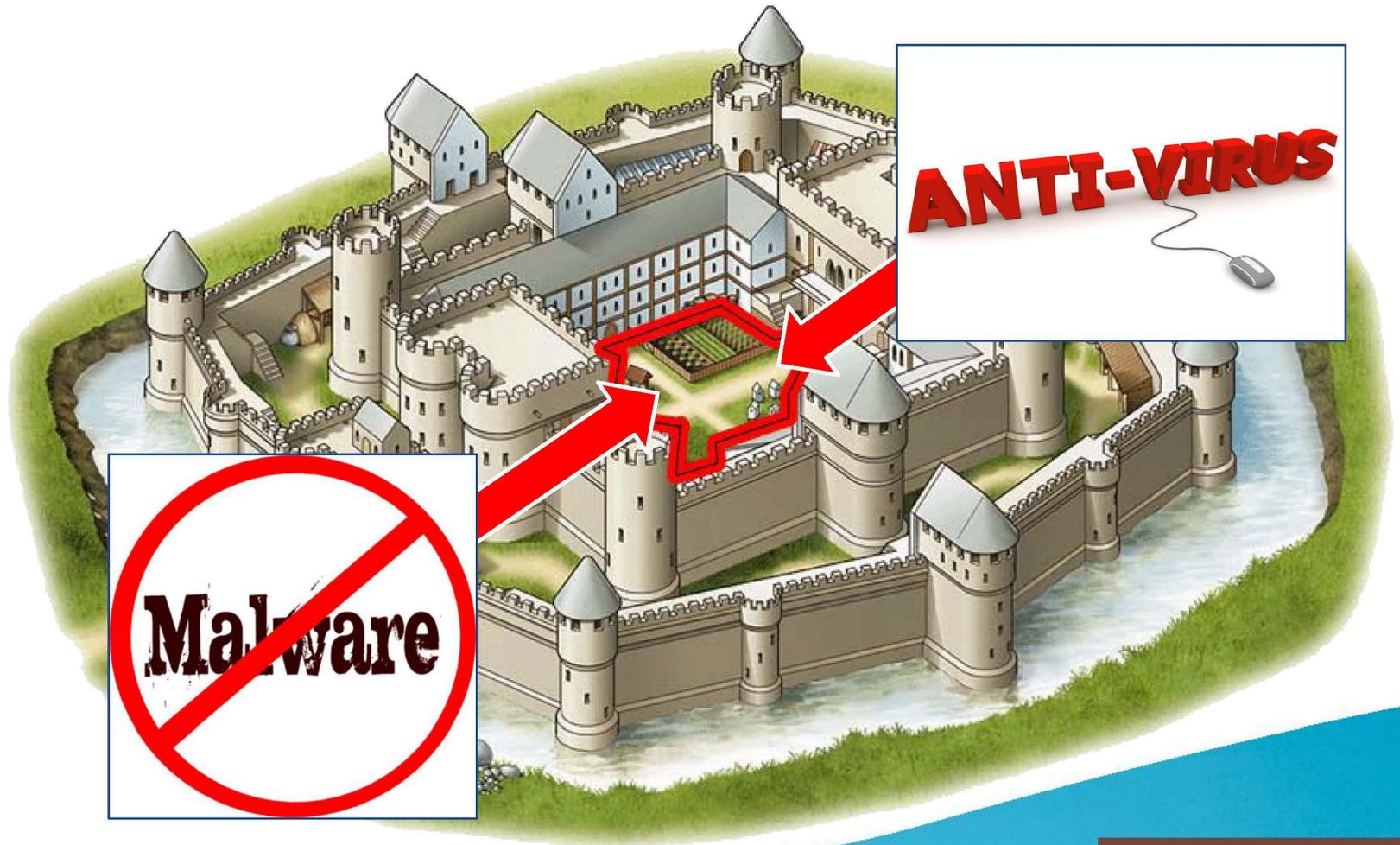
Pioneering pathways to prosperity.

LAYER 3 Workstation Protection

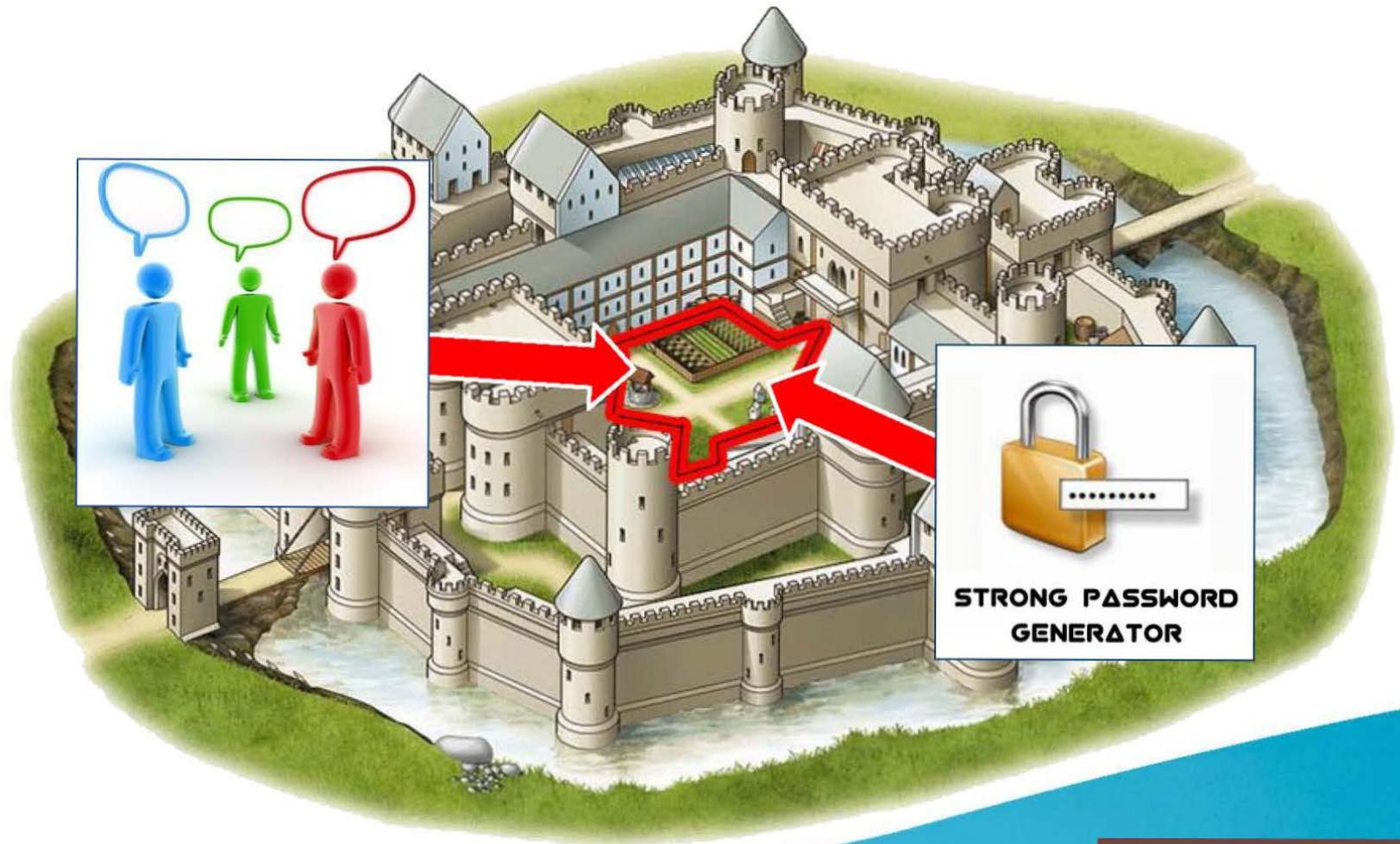


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DEFENSE 1: WORKSTATIONS



DEFENSE 2: USERS





"My memory really sucks Mildred, so I changed my password to "incorrect." That way when I log in with the wrong password, the computer will tell me... "Your password is incorrect"

RELAXED USER SECURITY BYPASSES LAYERS 1 AND 2 DEFENSES





ANY QUESTIONS?





MULTI-STATE Information Sharing & Analysis Center™

The Multi-State Information Sharing and Analysis Center (MS-ISAC) is a voluntary and collaborative effort designated by the Department of Homeland Security as the key resource for cyber threat prevention, protection, response and recovery for the nation's State, Local, Tribal and Territorial governments.

**Multi-State Information Sharing and Analysis Center
31 Tech Valley Drive
East Greenbush, NY 12061
info@msisac.org
soc@msisac.org
518-266-3460**

Table of Contents:

MS-ISAC Overview	4
MS-ISAC Membership Overview	5
MS-ISAC Member Responsibilities	5
The MS-ISAC Security Operations Center	6
Reporting an Incident	7
Network Monitoring and Analysis Services	8
Malicious Code Analysis Platform (MCAP)	9
Vulnerability Management Program (VMP)	9
Cyber Threat Informational & Analytical Products	10
MS-ISAC Member Initiatives & Collaborative Resources	11
MS-ISAC Workgroups	12
Nationwide Cyber Security Review	14
Cybersecurity Education	16
Fee-Based Services for SLTT Entities	17
Security Benchmarks Membership Overview	18

The Multi-State Information Sharing and Analysis Center (MS-ISAC)

What We Offer

The MS-ISAC provides **real-time network monitoring**, threat analysis, and early warning notifications through our 24x7 cybersecurity operations center.

The U.S. Department of Homeland Security has designated the MS-ISAC as its **key cybersecurity resource** for State, Local, Tribal and Territorial governments, including chief information security officers, homeland security advisors and fusion centers.

We perform **incident response and remediation** through our team of security experts.

The MS-ISAC conducts **training sessions and webinars** across a broad array of cybersecurity related topics.

We continually develop and distribute **strategic, tactical and operational intelligence** to provide timely, actionable information to our members.

We provide **cybersecurity resources** for the public, including daily tips, monthly newsletters, guides and more.

Who We Serve

CISOs, CIOs, and other security professionals from:

- U.S. State, Local, Tribal and Territorial Governments
- U.S. State/Territory Homeland Security Advisors
- State and Local Government Fusion Centers and Local Law Enforcement Entities

How We Do Business

- We cultivate a **collaborative environment** for information sharing.
- We focus on **readiness and response**, especially where the cyber and physical domains meet.
- We facilitate **partnerships** between the public and private sectors.
- We focus on **excellence** to develop industry-leading, cost-effective cybersecurity resources.
- **Collectively we achieve much more** than we can individually.

“All services performed by the MS-ISAC were not only prompt, but professional and efficient. Communication was handled very well, and the report was fantastic.”
- MS-ISAC Member

MS-ISAC Membership Overview

The Multi-State Information Sharing and Analysis Center (MS-ISAC), is part of the nonprofit Center for Internet Security (CIS). The MS-ISAC is a voluntary community focused on improving cybersecurity for State, Local, Tribal and Territorial (SLTT) governments. The MS-ISAC started in 2004. Since then, we have built and nurtured an environment of collaboration and information sharing. The U.S. Department of Homeland Security (DHS) has designated the MS-ISAC as its key cybersecurity resource for State, Local Tribal and Territorial governments, including chief information security officers, homeland security advisors and fusion centers.

There is no cost to join the MS-ISAC, and membership is open to all SLTT government entities. The only requirement is the completion of a membership agreement, which outlines member's responsibilities to protect information that is shared.

MS-ISAC Member Responsibilities

In order to maintain the MS-ISAC's trusted, collaborative environment, each member understands that the following principles of conduct will guide their actions. Each member agrees to:

- share appropriate information between and among the members to the greatest extent possible;
- recognize the sensitivity and confidentiality of the information shared and received;
- take all necessary steps to protect confidential information;
- transmit sensitive data to other members only through the use of agreed-upon secure methods; and
- take all appropriate steps to help protect our critical infrastructure.

Members are also asked to share their **public-facing IP ranges** and **domain space** with the MS-ISAC to facilitate efficient and effective discovery and notification of system compromises.

“We so appreciate all that you have done to help! I can't tell you how much it helped to know that you were with us through this (incident).”

- MS-ISAC Member

“I can honestly say that your organization has made an immediate impact in our overall security readiness. Thank you.” - MS-ISAC Member

The MS-ISAC Security Operations Center

What is the MS-ISAC SOC?

The MS-ISAC operates the Security Operations Center (SOC), a 24x7 joint security operations and analytical unit that monitors, analyzes and responds to cyber incidents targeting U.S. State, Local, Tribal, and Territorial (SLTT) government entities.

Core Services of the MS-ISAC SOC:

The SOC provides real-time network monitoring, early cyber threat warnings and advisories, and vulnerability identification and mitigation.

The MS-ISAC SOC Core Services:

- **Cyber Vulnerability & Threat Research:** Analysts monitor federal government, third party, and open sources to identify, analyze and then distribute pertinent information.
- **Compromised System Notifications:** Provided to members in the event of a potential compromise identified based on the MS-ISAC's unique awareness of the threat landscape.
- **Cyber Security Exercises:** The MS-ISAC participates in federally sponsored cyber security exercises and acts as a voice for SLTT governments in planning meetings.
- **Monitoring Services:** We currently provide monitoring services for 60+ SLTT government entities through a variety of security devices. (See pages 8 & 17)
- **Soltra Edge:** Soltra Edge is a platform that utilizes STIX and TAXII in order to automate cybersecurity threat intelligence sharing. Leveraging these standards enables users to send and receive threat information from machine to machine. We currently maintain an Internet facing instance of Soltra Edge available to our MS-ISAC members.
- **Fee Based Services:** The MS-ISAC offers a variety of fee based services for SLTT government entities to take advantage of. (See pages 17-19)

Additional Services Include:

The Computer Emergency Response Team (**CERT**) provides malware analysis, computer and network forensics, malicious code analysis, and mitigation recommendations.

The **Intel** Analysis unit takes known information about situations and entities and makes forward-leaning assessments regarding the cyber trends, actors, tactics, techniques, and procedures (TTPs).

The **Partner Liaison** group includes MS-ISAC employees located at the National Cybersecurity and Communications Integration Center (NCCIC) in Arlington, V.A. The NCCIC is a 24x7 cyber situational awareness, incident response, and management center that is a national nexus of cyber and communications integration for the Federal Government, intelligence community, and law enforcement.

“We appreciated the time the MS-ISAC CERT provided to us to validate our findings and provide valuable insight on opportunities for future improvement. The states are very blessed to have access to the talents of the MS-ISAC CERT in times of crisis.” - MS-ISAC Member

Reporting an Incident and Requesting Assistance

Members are encouraged to report incidents, even if they are not requesting direct assistance, to improve situational awareness to benefit all members. Types of incidents to report include the following:

- Changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent
- Compromised password(s)
- Execution of malware, such as viruses, trojans, worms or botnet activity
- Defacement of a government web page
- Disruption or attempted denial of service (DoS)
- Unauthorized access to information
- Unauthorized use of a system for transmitting, processing or storing data
- Unauthorized use of system privileges

To report an incident, please contact the MS-ISAC SOC for 24x7 assistance:

Phone: 1-866-787-4722

Email: soc@msisac.org

If the incident you are reporting requires direct assistance, the Computer Emergency Response Team (CERT), a unit comprised of highly trained staff, are able to assist you with a cybersecurity incident at no cost.

Our incident response experts can assist with the following:

- Emergency conference calls
- Forensic analysis
- Log analysis
- Mitigation recommendations
- Reverse engineering
- Verbal report 24 hours following the reported incident
- Written report 1 week following the close of the incident

“I will continue to leverage this expert and valuable service as long as it exists. The MS-ISAC CERT was once again very efficient and provided a robust root cause analysis in a timely fashion.” - MS-ISAC Member

**“Thank you for providing this invaluable service!”
- MS-ISAC Member**

Network Monitoring and Analysis Services

The MS-ISAC offers a network monitoring service known as Albert. The Albert service consists of an IDS sensor placed on an organization's network—typically inside the perimeter firewall and Internet connection—that collects network data and sends it to the MS-ISAC for analysis. Based on the MS-ISAC's vast repository of indicators of compromise, we are able to identify malicious activity and alert the organization.

This service is committed to building and maintaining the most comprehensive set of detection rules and signatures impacting SLTT entities.

Why is the Albert Service Unique?

- Government-specific focus and tailoring to SLTT governments' cybersecurity needs
- Correlation of data from multiple public and private partners;
 - Historical log analysis performed on all logs collected for specific threats reported by partners and/or trusted third parties.
 - When a major new threat is identified, the MS-ISAC will search logs for prior activity. (Traditional monitoring services only alert going forward, from the date a signature is in place. There is no "look behind" to assess what activity may have already occurred.)
- Statistical analysis of traffic patterns to areas of the world known for being major cyber threats. If abnormal traffic patterns are detected, analysts review the traffic to determine the cause, looking for malicious traffic that is not detected by signatures.
- Signatures from forensic analysis of hundreds of SLTT cyber incidents are added to the signature repository.
- Integration of research on threats specific to SLTTs, including nation-state attacks.
- MS-ISAC staff are deployed at the National Cybersecurity and Communications Integration Center (NCCIC) in Arlington, V.A. This staffing structure facilitates valuable real-time information sharing with federal partners and critical infrastructure sectors.
- Experienced cybersecurity analysts review each cybersecurity event, which results in minimizing the number of false-positive notifications. This system allows first responders to focus on actionable events.
- Availability of an Incident Response Team for forensic and malware analysis which is part of the no cost MS-ISAC membership.
- Cost effective solution that is significantly less expensive than the purchase and maintenance of a typical commercial IDS/IPS solution. (See Page 17)

In addition to the Albert monitoring service, we also have the ability to monitor traditional network security devices such as firewalls, IDS/IPS, web proxies, and host based intrusion detection devices. This monitoring is accomplished with our Managed Security Services (MSS) offering in partnership with a third party provider. All events generated by MSS are evaluated by our SOC analysts and escalated to the affected entity. (See Page 17)

Malicious Code Analysis Platform

The Malicious Code Analysis Platform (MCAP) is a web-based service that enables members to submit suspicious files, including executables, dlls, documents, quarantine files and archives for analysis in a controlled and non-public fashion. Additionally, the platform enables users to perform threat analysis based on domain, IP address, URL, HASH, and various IOCs.

This platform allows users to obtain the results from analysis, behavioral characteristics and additional detailed information that enables them to remediate the incident in a timely manner. This communication with our members provides the MS-ISAC with the situational awareness needed to assess the malware threat characteristics facing our SLTT government entities on a national level.

This platform is available to all members free of charge. To register for an account, send an email to mcap@msisac.org using the following format:

Subject Line: "MCAP - Account Request"

Body for the Email:

- First Name
- Last Name
- Name of State, Local, Tribal or Territorial government entity
- Email Address (must be affiliated with an MS-ISAC member)

Vulnerability Management Program

The Vulnerability Management Program alerts our membership on a monthly basis about out of date software that could potentially be a threat to your assets. A scripted GET request is sent to each of the over 24,000 SLTT domains we maintain to pull data on versioning information related to each domain.

What Data Are We Collecting?

- Server Type and Version (IIS, Apache, Nginx, etc.)
- Web Programming Language and Version (PHP, ASP, etc.)
- Content Management System and Version (WordPress, Joomla, Drupal, etc.)

Following the analysis and review of the information returned, data will be broken out into two categories: vulnerable and not vulnerable systems. If the system is located in the 'vulnerable' file, an associated portion of that system is not up to date. Conversely, if the system is located in the 'not vulnerable' file, the system's patch level is up to date. Systems identified as vulnerable include the CVE score and a link to the CVE.

Members should use this monthly notification to conduct further internal analysis to ensure that Internet facing systems are patched and running the most up to date software.

For questions regarding the domains that the MS-ISAC has on file for your organization, please contact info@msisac.org. Domain listings can be edited at any point in time during your membership.

Cyber Threat Informational & Analytical Products

- **Cyber Advisories:** Cyber Advisories are short and timely emails containing technical information regarding vulnerabilities in software.
- **Cyber Alerts:** Cyber Alerts are extremely short and timely non-technical emails containing information on a specific cyber incident or threat.
- **Cyber Intel Advisories:** Cyber Intel Advisories provide detailed information and warning notices with limited analysis. Recipients are invited to attach their own seals/shields and republish the document as a joint shield paper.
- **Cyber Threat Briefings:** The MS-ISAC SOC provides cyber threat briefings based on our expertise of the cyber threat landscape and incidents targeting SLTT governments.
- **Desk References:** Desk references provide in-depth information and intelligence analysis on specific topics, such as active hacktivist groups and the most common malware, frauds and scams.
- **Intel Bytes:** Intel Bytes are brief analytical summaries on timely local or world events or significant threats, and provide analytical intelligence.
- **Intel Papers:** Intel Papers provide in-depth analysis and detailed information regarding the background, history, tools, techniques, and/or procedures on a particular topic. They provide our members with a deeper level of understanding.
- **Joint Papers:** The MS-ISAC coordinates with federal and SLTT governments, fusion centers and other agencies to produce joint analytical papers on a variety of topics.
- **HSA Update:** A newsletter produced for the National Governors Association Governors Homeland Security Advisory Council that summarizes and provides analysis on recent news articles. Members may attach their own seals/shields and redistribute the newsletter as a joint shield paper.
- **Security Primers:** Security Primers are a one-page summary that recommend the best response to a specific scenario. The Primers increase security awareness and encourage secure behavior.
- **Seminars:** MS-ISAC Seminars are monthly meetings that provide training on a variety of topics. Continuing Professional Education (CPE) credit is available upon request.
- **Monthly Situational Awareness Report (SAR):** This highlights the MS-ISAC's previous month's activities and statistics related to incident response, network monitoring and general information gathering.
- **White Papers:** The SOC produces white papers to explain technical topics of interest to members and partners.
- **Weekly Attacking IPs and Domains:** Weekly reports are provided highlighting malicious IPs and domains attacking SLTT networks over the past seven days.

“It was very helpful to have the MS-ISAC to turn to at this difficult time. They were extremely helpful every step of the project.” - MS-ISAC Member

MS-ISAC Member Initiatives & Collaborative Resources

MS-ISAC membership enables entities to participate with their peers across the country, sharing knowledge, building relationships, and improving cybersecurity readiness and response.

- **Annual In-Person Meeting:** Each year, the MS-ISAC hosts an annual multi-day event bringing all members together, along with the federal government and other partners. We focus on action-oriented deliverables that are most important to the members. The meeting is open to all MS-ISAC members interested in attending. There is no registration fee for this event.
- **Emergency Conference Calls:** Members have access to conference calls to brief all members on major incidents or emerging events.
- **ESP Tool:** The CIS Enumeration and Scanning Program (CIS-ESP) is an application built to be deployed in an enterprise Windows environment to assist in the collection of data to determine if a compromise has occurred. The information collected will enhance understanding the scope of an incident and identify active host-based threats on a computer network. The application works by enumerating and polling systems within an Active Directory environment by way of Windows Management Instruction (VMI) queries. This process is used entirely for data collection and no modifications are made to the systems being scanned.
- **Members-Only Secure Portal:** The MS-ISAC has a compartment on the US-CERT portal which allows our membership a secure and confidential platform for sharing information. The portal includes the MS-ISAC cyber alert level map—a visual representation of current cyber status of each state, updated on a monthly basis; and a library of policies, guides, recorded webcasts, and many additional member resources.
- **Monthly Threat Briefing:** One-hour webcast briefings that provide members with updates on the threat landscape, status of national initiatives impacting them, and relevant news from members; DHS has a standing agenda item on each call.
- **Monthly Vendor Patch Release Calls:** Technical discussions regarding patches and updates.
- **Security Benchmarks:** Consensus-based security configuration PDF guides that help to improve your cyber security posture.
- **Workgroups:** focused working committees to share ideas, generate recommendations and produce deliverables to support the MS-ISAC and member-related programs. (See pages 12-13)
- **Membership Discounts**
 - **Security Benchmarks Membership:** MS-ISAC members can receive discounts off of a Security Benchmarks Membership, leveraging over 100 configuration benchmarks covering more than 14 technology groups, and can use CIS-CAT to assess an unlimited number of assets for a single upfront cost.
 - **CIS-CAT:** MS-ISAC members have access to a free trial of CIS-CAT, a Configuration Assessment Tool, containing 60+ CIS Benchmarks. (See Pages 18 & 19)
 - **Trusted Purchasing Alliance (TPA):** The TPA works with organizations in the public and private sectors to provide cost-effective, high-quality cybersecurity solutions for our nation's SLTT governments and non-profit entities.

MS-ISAC Workgroups

These workgroups are voluntary committees focused on specific initiatives and deliverables in support of the MS-ISAC mission.

Who can participate in a workgroup?

Any member from any State, Local, Tribal or Territorial (SLTT) government.

What do the workgroups do?

They serve a significant role in the creation and implementation of MS-ISAC initiatives. These workgroups are also a tremendous opportunity to collaborate with your peers across the country. They identify current issues facing SLTT governments and help determine the future course of addressing cybersecurity challenges. They have been responsible for:

- authoring the *Nationwide Cyber Security Review* question set and analyzing the results;
- participating in the development and execution of cyber security exercises;
- increasing participation in National Cyber Security Awareness Month activities; and
- creating important membership materials.

How much time will I need to commit?

- Level of commitment varies by group.
- Groups generally meet by phone monthly and in person annually.
- Extent of involvement is completely your choice.

How do I join a workgroup?

Send an email to info@msisac.org with “Workgroup Request” in the subject line, and include the following:

- Name
- Workgroup of interest
- Entity/Agency Name
- Email and telephone number

Share your expertise by joining a Workgroup today!

Current Workgroups:

Business Continuity, Recovery, and Cyber Exercise

Focuses on the processes, tools, and best practices related to public sector business continuity and recovery—not only of technology assets, but also recovery of the entire organization, including people, locations, and communications.

Cyber Security Metrics

Focuses on recommending and implementing methodologies to help SLTT entities with cyber security metrics and compliance inventory, assessment, and audit of their cyber security assets. This workgroup works jointly with DHS, NASCIO and NACo to support the DHS Nationwide Cyber Security Review.

Education and Awareness

Focuses on implementing innovative strategies, improving existing programs, and promoting successful localized initiatives for national cybersecurity education, awareness, and training content to support the overall mission of the MS-ISAC.

Intel and Analysis

Focuses on promoting the development, understanding, and awareness of actionable intelligence and analysis.

Mentoring Program

Focuses on pairing new security leaders in management positions (such as Chief Information Security Officers and Chief Security Officers) with more experienced security leaders to enhance their skillsets and foster personal and professional growth.

Nationwide Cyber Security Review

The Nationwide Cyber Security Review (NCSR) is a voluntary self-assessment survey to evaluate cybersecurity management.

The Senate Appropriations Committee has requested an ongoing effort to chart nationwide progress in cybersecurity and identify emerging areas of concern. In response, the U.S. Department of Homeland Security (DHS) has partnered with the MS-ISAC, the National Association of State Chief Information Officers (NASCIO), and the National Association of Counties (NACo) to develop and conduct the NCSR.

Who can participate?

All States (and agencies), Local governments (and departments), and Tribal and Territorial governments.

Advantages of Participation:

- Free and voluntary self-assessment to evaluate your cybersecurity posture;
- Customized reports to help you understand your cybersecurity maturity, including:
 - * a detailed report of your responses along with recommendations to improve your organization's cybersecurity posture;
 - * additional summary reports that gauge your cybersecurity measures against peers (using anonymized data); and
 - * insight to help prioritize your effort to develop security controls.
- Benchmark to gauge your own year-to-year progress;
- Metrics to assist in cybersecurity investment justifications; and
- Contribute to the nation's cyber risk assessment process.

How does the Nationwide Cyber Security Review work?

- Hosted on a secure portal
- Based on the NIST Framework
- Based on key milestone activities for information risk management
- Closely aligned with security governance processes and maturity indexes embodied in accepted standards and best practices
- Covers the core components of cybersecurity and privacy programs
- Designed to be completed in about an hour

When does the survey take place?

The survey will be available from November to December each year.

For more information and to register, visit:

<http://msisac.cisecurity.org/resources/ncsr>

Survey

The NCSR provides survey participants with instructions and guidance. Additional support is available, including supplemental documentation and the ability to contact the NCSR helpdesk directly from the survey.

Once the NCSR is complete, participants will have immediate access to an individualized report measuring the level of adoption of security controls within their organization. This report includes recommendations on how to raise your organization's risk awareness. The MS-ISAC and DHS will aggregate all review data and share a high level summary with all participants. The names of participants and their organizations will not be identified in this report. This report is provided to Congress in alternate years (odd numbered years) to highlight cyber security gaps and capabilities among our State, Local, Territorial and Tribal Governments.

Partners

DHS is responsible for safeguarding our nation's critical infrastructure from physical and cyber threats that can affect national security, public safety, and economic prosperity. National Protection & Programs Directorate leads DHS's efforts to secure cyberspace and cyber infrastructure. For additional information, please visit www.dhs.gov/cyber.

NASCIO's mission is to foster government excellence through quality business practices, information management, and technology policy. Founded in 1969, the National Association of State Chief Information Officers (NASCIO) is a nonprofit, 501(c)3 association representing state chief information officers and information technology executives and managers from the states, territories, and the District of Columbia. The primary state members are senior officials from state government who have executive-level and statewide responsibility for information technology leadership. State officials who are involved in agency level information technology management may participate as associate members. Representatives from federal, municipal, international government and non-profit organizations may also participate as members. Private-sector firms may join as corporate members and participate in the Corporate Leadership Council.

The **National Association of Counties (NACo)** is the only national organization that represents county governments in the United States. Founded in 1935, NACo provides essential services to the nation's 3,069 counties. NACo advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money. For more information about NACo, visit www.naco.org.

Cybersecurity Education

We promote proactive education of cybersecurity. The MS-ISAC produces numerous communications to engage our members and help national efforts for better cybersecurity.

Education and Awareness Materials

- **Daily Cyber Tips**
- **Monthly Newsletters:** These newsletters use non-technical language, and they can be rebranded to suit individual member needs. Newsletter topics include details on the most current threats and suggested best cybersecurity practices.
- **Bi-Monthly National Webcasts:** These feature timely topics and experts from the public and private sector sharing insight on addressing cyber challenges.

Cybersecurity Awareness Toolkit

This Cyber Security Toolkit features educational materials designed to raise cybersecurity awareness. Digital and hard copy materials are distributed to members. Members are encouraged to brand these materials for their own organizations.

Best of the Web Contest

The MS-ISAC conducts an annual Best of the Web contest to recognize state and local governments who use their websites to promote cybersecurity. We review these cybersecurity websites for all 50 state governments and the many local governments that decide to participate. The judging is based upon several criteria including cybersecurity content, usability, accessibility, and appearance.

The contest recognizes outstanding websites and highlights them as examples for others to consider when they are developing or redesigning their own sites. One overall winning website will be chosen in the state/territory category and one will be chosen in the local government category.

The Best of the Web Contest kicks off in the beginning of October, which is National Cyber Security Awareness Month. The winners are announced at the end of the month.

Poster Contest

The MS-ISAC conducts an annual National K-12 Computer Safety Poster Contest to encourage young people to use the Internet safely. The contest encourages young people to create cybersecurity messages other kids will appreciate and apply to their own lives.

The contest is open to all public, private or home-schooled students in kindergarten through twelfth grade. Winning entries of the National Poster Contest are what make up the next year's MS-ISAC Calendar, which is distributed to every MS-ISAC member as part of the cybersecurity toolkit.

The MS-ISAC Poster Contest is launched at the beginning of Cyber Security Awareness Month, and submissions are due the following January.

FedVTE

The Federal Virtual Training Environment (FedVTE) is the Department of Homeland Security's online, on-demand training center. FedVTE provides government IT professionals with hands-on labs and training courses.

For questions regarding education and awareness materials or participation in any of the items listed above, please contact info@msisac.org.

Fee Based Services for SLTT Entities

Network Monitoring and Analysis Service (Albert) is a near real-time, 24x7 network monitoring and analysis service that identifies and alerts on traditional and advanced threats within an enterprise network. Pricing is based on Average Internet Utilization Size. A one-time initiation fee of \$900 applies.

- Up to 100 Mbps - \$620/Month
- >100 Mbps - 1 Gbps - \$940/Month
- >1 Gbps - \$1,460/Month

Managed Security Services (MSS) is comprised of monitoring and/or management of security devices:

- Security Event Analysis & Notifications 24x7
- Monitoring and Management services are available for the following security devices.
 - Firewall monitoring
 - Host-based Intrusion Detection System monitoring
 - IDS/IPS monitoring and management
 - Proxy monitoring

Vulnerability Assessment Services can identify, prioritize and report critical vulnerabilities within the MS-ISAC network and web application assessments.

- Network Assessment
- Web Application Assessment, including manual analysis of reported vulnerabilities
- Prioritization of vulnerability remediation
- Customized reporting & vulnerability remediation support included
- Payment Card Industry (PCI) compliance scanning available
- Scheduled (Monthly, Quarterly, Yearly) services

Web Application Assessment	Annual Cost per Web App Scanned		
	One Time Assessment	Quarterly Assessments	Monthly Assessments
1 st Web App per Entity	\$1,025	\$1,322	\$1,918
Additional Web App per Entity	\$569	\$867	\$1,463

Network Assessment	Annual Cost per <i>Live</i> IP Scanned		
	One Time Assessment	Quarterly Assessments	Monthly Assessments
Service Level Based on the Number of Live IPs Scanned per period per Reporting Entity			
10	\$88	\$120	\$189
16-25	\$67	\$92	\$151
26-50	\$55	\$75	\$128
51-100	\$44	\$59	\$105
101-200	\$26	\$38	\$77
201-500	\$22	\$32	\$65
501-2,000	\$19	\$27	\$53

MS-ISAC Consulting Services (Statement of Work Required):

- Social Engineering (Phishing Exercises)
- External Network Penetration Testing
- Web Application Penetration Testing
- Comprehensive Security Review

Membership Discounts

Trusted Purchasing Alliance (TPA) The TPA serves SLTT governments and nonprofit entities in achieving a greater cybersecurity posture through trusted expert guidance and cost-effective procurement. The TPA builds public and private partnerships and works to enhance collaboration that improves the nation's cybersecurity posture. The TPA makes cybersecurity purchasing effective, easy and economical.

Security Benchmarks Membership

CIS is a leader in the development and distribution of consensus-based, internationally recognized best practices for assessing and improving cybersecurity for private industry, government and academia. CIS secure configuration benchmarks and automated assessment tools are used by hundreds of organizations worldwide and are accepted for compliance with many industry standards, including FISMA, PCI, and HIPAA.

CIS Security Benchmarks members can leverage more than 100 CIS configuration benchmarks covering over 14 technology groups. These members can also use CIS-CAT to assess an unlimited number of assets for a single, upfront, fixed cost.

How can CIS Benchmarks Membership and the member only resources benefit my organization?

CIS offers affordable, industry-recognized solutions to help your organization save time and money by providing resources that:

- Rapidly identify security vulnerabilities
- Measure security performance against industry best practices
- Satisfy compliance obligations <http://benchmarks.cisecurity.org/compliance>
- Improve internal security policies and procedures by leveraging best-practice guidance
- Assess system compliance with security requirements by using the CIS Configuration Assessment Tool (CIS-CAT)
- Quickly implement benchmark guidance by using CIS remediation resources
- Measure and report compliance over time per device, technology, or overall

What are the benefits of Security Benchmarks membership?

- The right to distribute the Security Benchmarks resources within your organization
- Access to CIS-CAT (See Page 19)
- Access to the member only resources on the CIS Community Website, including:
 - Benchmarks in XML/XCCDF/OVAL format which facilitates automated configuration assessment
 - Automated remediation content (i.e., Group Policy Objects)
 - Tutorials and webcasts
 - Word/Excel versions of Benchmarks
 - Member only discussion areas

- Timely electronic notification of new and updated resources
- Enhanced support from staff and developers
- Visibility of your organization's commitment to Internet security through its inclusion on the CIS member list <http://benchmarks.cisecurity.org/members>
- Use of the CIS Security Benchmarks Membership Mark on your organization's website and documents

For a complete list of benefits, see <http://benchmarks.cisecurity.org/membership>

Free trial of CIS-CAT

A 14-day trial of CIS-CAT is available to companies considering membership. To start your trial today, visit <https://benchmarks.cisecurity.org/freetrial>

Security Benchmarks Membership allows the government entity the right to use and distribute the Security Benchmarks resources throughout their organizations to secure *internal* systems only. Membership fees are based on the total number of people employed at an organization. A detailed agency list is required at time of membership quote and/or enrollment. The annual fee and multi-year discount option schedule for SLTT governments is below. Contact us at info@msisac.org for more information.

Security Benchmarks Membership			
Organization Employee Range	1-Year Membership Cost (30% Savings)	2-Year Membership Cost (30% Savings)	3-Year Membership Cost (30% Savings)
250,000 or more	\$9,926	\$ 19,852	\$ 29,778
100,000 to 249,999	\$9,191	\$ 18,382	\$ 27,573
50,000 to 99,999	\$8,456	\$ 16,912	\$ 25,368
25,000 to 49,999	\$7,721	\$ 15,442	\$ 23,163
10,000 to 24,999	\$7,350	\$ 14,700	\$22,050
5,000 to 9,999	\$6,986	\$13,972	\$20,958
1,000 to 4,999	\$6,615	\$13,230	\$19,845
500 to 999	\$4,781	\$9,562	\$14,343
250 to 499	\$3,311	\$6,622	\$9,933
100 to 249	\$2,394	\$4,788	\$7,182
50 to 99	\$1,470	\$2,940	\$4,410
Up to 49	\$924	\$1,848	\$2,772

CENTER FOR INTERNET SECURITY
MULTI-STATE ISAC
Member Agreement

This Agreement ("Agreement") is made between Wasco County, OR and the Multi-State Information Sharing and Analysis Center of the United States (MS-ISAC), a division of the Center for Internet Security.

The MS-ISAC will enable information sharing, analysis, gathering and distribution in a secure manner using facilities and methods designed to permit individual Members to submit information about security threats, vulnerabilities, incidents, and solutions securely. Only MS-ISAC members have access to review and retrieve this information. When submitting information to the MS-ISAC, Primary Custodians will identify information to the MS-ISAC in the following categories:

Category A: information that is provided only to the MS-ISAC and will not be shared with the MS-ISAC members or others except as authorized by the Primary Custodian. Category A information also consists of any non-categorized information provided to the MS-ISAC and/or pre-cleansed category B information.

Category B: information which is shared with the MS-ISAC and in consultation with the Primary Custodian is cleansed by the MS-ISAC of all identifying information and then, consistent with applicable laws, will be shared only with MS-ISAC members, or the Department of Homeland Security consistent with paragraph six (6).

Category C: information which is shared with the MS-ISAC and does not need to be cleansed and may be shared within the MS-ISAC and outside the MS-ISAC as appropriate.

MS-ISAC members acknowledge that Primary Custodian has certain cyber and/or critical infrastructure information and material that is exempt from disclosure to the public or other unauthorized persons under federal or state laws including the Homeland Security Act of 2002 (6 U.S.C. § 133). MS-ISAC members may provide access to this information and material in order to facilitate interstate communication regarding cyber and/or critical infrastructure readiness and response efforts. These efforts include, but are not limited to, disseminating early warnings of physical and cyber system threats, sharing security incident information between U.S. states, territories, the District of Columbia, tribal nations and local governments, providing trends and

other analysis for security planning, and distributing current proven security practices and suggestions. As a participating member of the MS-ISAC, Primary Custodian agrees that when sharing this information with MS-ISAC members it will do so through the MS-ISAC in accordance with the categories established in this document. MS-ISAC members agree to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the above promises recited herein, the parties agree to the following:

Definitions:

1. Primary Custodian – the entity that developed or owns the Data. Each collection of Data (database, file, etc.) shall have a single Primary Custodian.
2. MS-ISAC members – the members (U.S. states, territories, the District of Columbia, tribal nations and local governments) who may be in possession or use of Data acquired from the Primary Custodian or from the MS-ISAC.

Purpose:

3. MS-ISAC members acknowledge that the protection of Category A information is essential to the security of Primary Custodian and the mission of the MS-ISAC. The purpose of this Agreement is to enable Primary Custodian to make disclosures of Category A information to MS-ISAC while still maintaining rights in, and control over, Category A information. The purpose is also to preserve confidentiality of the Category A information and to prevent its unauthorized disclosure. It is understood that this Agreement does not grant MS-ISAC or members an express or implied license or an option on a license, or any other rights to or interests in the Category A information, or otherwise. If Primary Custodian retracts any information it sent to the MS-ISAC, then, upon notification by the Primary Custodian, the MS-ISAC will destroy such information and all copies thereof, and notify MS-ISAC members to destroy the information. If an MS-ISAC member is unable to destroy the information based on applicable law, then the member will continue to maintain the confidentiality of the information consistent with this agreement. Upon receiving such notification,

MS ISAC members will destroy such information and all copies thereof.

MS-ISAC and Member Duties:

4. MS-ISAC and members who are authorized by the Primary Custodian to receive Category A information shall, and shall cause their contractors, subcontractors, agents or any other entities acting on their behalf (hereinafter referred to as the "Affiliates") to:
 - (a) copy, reproduce or use Category A information only for the purposes of the MS-ISAC mission and not for any other purpose unless specifically authorized to do so in writing by Primary Custodian; and
 - (b) not permit any person to use or disclose the Category A information for any purpose other than those expressly authorized by this Agreement; and
 - (c) implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Category A information.

Such restrictions will be at least as stringent as those applied by the MS-ISAC and/or members to their own most valuable and confidential information.

MS-ISAC agrees to promptly notify Primary Custodian of any unauthorized release of Category A information.

5. MS-ISAC and members will not remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary right from any Category A information without the prior written authorization of Primary Custodian.

Multi-State ISAC Duties:

6. The MS-ISAC and members may share with the Department of Homeland Security (DHS) pursuant to 6 U.S.C. § 133, Category A, B, and C information, unless the Primary Custodian has designated in writing that the information in question cannot be shared with our federal partners. All other information is voluntarily submitted and may be shared with the Federal Government with expectation of protection from disclosure as provided by the provisions of the Critical Infrastructure Information Act of 2002.
7. If any third party makes a demand for any Category A or B information, the MS-ISAC or member shall

immediately forward such request to the Primary Custodian and consult and cooperate with the Primary Custodian and will make reasonable efforts, consistent with applicable law to protect the confidentiality of the information. Primary Custodian will, as needed, have the opportunity to seek judicial or other appropriate avenues of redress to prevent any release.

8. In non-emergency situations, as part of its multi-state communication sharing efforts, the MS-ISAC may prepare written reports. For such reports, the Primary Custodian shall be provided a period of time to review such reports, papers, or other writings and has the right to edit out its Category A information, correct factual inaccuracies, make recommendations and comments to the content of the report, and append comments to the final version of the report. The MS-ISAC members and Primary Custodian agree to work together in good faith to reach mutually agreed upon language for the report. If the parties are unable to reach agreement on an issue, Primary Custodian has the right to edit out its Category A information.

General Terms:

9. Should any court of competent jurisdiction consider any provision of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision(s).
10. The term of the Agreement shall continue so long as Primary Custodian remains a member of the MS-ISAC, and paragraph 3 the obligations of confidentiality as provided herein shall survive the expiration of this Agreement.
11. This Agreement will be construed and enforced in all respects in accordance with United States (U.S.) federal law or other applicable laws as addressed herein.
12. This Agreement contains the entire understanding between the parties with respect to the proprietary information described herein and supersedes all prior understandings whether written or oral. Any modification, amendment, assignment or waiver of the terms of this Agreement shall require the written approval of the authorized representative of each party.

The foregoing has been agreed to and accepted by the authorized representatives of each party whose signatures appear below:

AGREED BY:

Primary Custodian:

**Center for Internet Security
Multi-State ISAC Division**

	<u>May 3, 2017</u>		
<hr/> <i>Signature</i>	<hr/> <i>Date</i>	<hr/> <i>Signature</i>	<hr/> <i>Date</i>
Rod Runyon, Chair Wasco County Board of Commissioners		MS-ISAC Chair	
<hr/> <i>Print or Type Name/Title</i>			

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Agenda Item
Fireworks Permit Applications
and Indemnity Agreement

- [Staff Memo](#)
- [Young Life's Washington Ranch Hold Harmless Agreement](#)
- [Young Life's Washington Ranch Fireworks Permit Applications](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: FIREWORKS DISPLAY PERMIT
DATE: 4/26/2017

BACKGROUND INFORMATION

Young Life Washington Ranch has received permits for many years to hold a number of limited (approximately 2 minutes) fireworks displays on their property as part of their guest experience. These permits require review and approval by local law enforcement and fire authority officials before being submitted to the State Fire Marshall. In years past, these approvals have been made by the County Sheriff and Big Muddy Fire and Rescue – an onsite fire response team.

ORS 480.140 requires that any fireworks display “held outside the boundaries of any municipality or fire protection district shall be under the supervision of the county court of the county in which the display is to be held . . .” Although Washington Ranch has a fire response team, they are not within a municipality or fire district and therefore cannot act as the Fire Authority to approve the fireworks displays; that authority lies with the Board of Commissioners or their designee.

**INDEMNIFICATION AND
HOLD HARMLESS AGREEMENT**

This Indemnification and Hold Harmless Agreement (hereinafter referred to as the “*Agreement*”) is made and entered into as of the 19th day of April, 2017, by and between Young Life Washington Family Ranch and Wasco County, Oregon, with an address at 511 Washington Street, The Dalles, Oregon 97058 (the “County”).

WITNESSETH:

WHEREAS, Young Life Washington Family Ranch desires to put on fireworks displays on June 20, June 27, July 4, July 10, July 17, July 24, July 30 and August 4, 2017; and

WHEREAS, Young Life Washington Family Ranch seeks to apply for permits from the Oregon Office of State Fire Marshall (the “Permits”) to do so;

WHEREAS, the permits require review and approval by local fire authority officials;

WHEREAS, pursuant to ORS 480.140 all fireworks displays “held outside the boundaries of any municipality or fire protection district shall be under the supervision of the county court of the county in which the display is to be held,” rendering the County the local fire authority for purposes of the Permits;

NOW, THEREFORE, for and in consideration of the mutual promises made herein, the Parties agree as follows:

SECTION 1. SCOPE OF AGREEMENT

As consideration for County’s review and approval of Young Life Washington Family Ranch’s application for permits, Young Life Washington Family Ranch agrees to the following:

1. Young Life Washington Family Ranch agrees to indemnify and hold harmless the County from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses including reasonable attorney’s fees for injury to or death of any person, and for damage to or destruction of any property resulting from the negligent acts of Young Life Washington Family Ranch, or any employee, agent, contractor, or subcontractor, or anyone directly or indirectly employed by or through them, or anyone for whose acts they may be liable.
2. Young Life Washington Family Ranch agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. Young Life Washington Family Ranch shall provide County with a certificate of insurance at least two weeks prior to the first

fireworks display. County shall be listed on the certificate of insurance and will be deemed as additional insured pursuant to this Agreement.

3. Young Life Washington Family Ranch shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated. Young Life Washington Family Ranch shall exercise full and complete authority over its personnel, shall comply with all federal, state, county and municipal laws, ordinances, rules, permits and regulations.
4. Young Life Washington Family Ranch agrees to maintain a fire response team which will be present and active for each fireworks display.

SECTION 2. GOVERNING LAW & VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Venue of any litigation shall be exclusively in Wasco County, Oregon.

SECTION 3. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

WASCO COUNTY, OREGON

Kristen Campbell, County Counsel

By: _____
Rod Runyon, Commission Chair

Young Life Washington Family Ranch

By: Andy Squires
Name: Andy Squires
Title: Camp Manager

Oregon Office of State Fire Marshal



LICENSE & PERMITS FIREWORKS PROGRAM GENERAL FIREWORKS DISPLAY APPLICATION

Phone Number: (503) 934-8274 Fax: (503) 934-8288

Important:

Completed application and fee must be received by the State Fire Marshal 15 days prior to the date of the proposed display. See OAR 837-012-0700 through 837-012-0845 for complete requirements. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

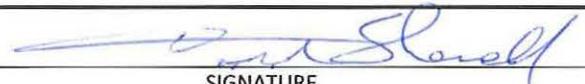
All sections must be completed. Do not use the word "SAME".

Mail fee and applications to:

Office of State Fire Marshal
License & Permits
PO Box 4395 Unit 09
Portland, OR 97208-4395

OSFM USE ONLY

FEE: \$100 PCA 45134 Object Code 0231 ISSUE _____ P _____ - G _____

APPLICANT SPONSOR NAME <u>Young Life's Washington Family Ranch</u>			
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3100</u>	HOME PHONE	<u>541-489-3100</u> FAX # <u>541-306-6639</u>
EMAIL	<u>wfr@wfr.younglife.org</u>		
NAME OF PERSON COMPLETING APPLICATION		<u>Todd Sherrell</u>	
		PRINTED	SIGNATURE
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3105 ext 1128</u>	HOME PHONE	<u>541-489-3292</u> FAX # <u>541-306-6639</u>
EMAIL	<u>tsherrell@wfr.younglife.org</u>		
DISPLAY INFORMATION			
DATE OF DISPLAY	<u>June 20th 2017</u>	TIME OF DISPLAY	<u>10:00 PM</u>
CHECK ONE:	<input checked="" type="checkbox"/> LAND DISPLAY	<input type="checkbox"/> BARGE DISPLAY	BARGE DIMENSIONS IN FEET <u> </u> X <u> </u>
CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> FIRE ELECTRICALLY	<input type="checkbox"/> FIRED MANUALLY	
DISPLAY ADDRESS	<u>One Muddy Rd.</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
NAME OF WHOLESALER			
GENERAL WHOLESALER	<u>Western Fireworks</u>	LIMITED WHOLESALER	<u>Western Fireworks</u>

GENERAL FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

LIMITED FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty
Mortars and Shells	4				
Large Night Displays	4				

SPECIAL EFFECT FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

OPERATOR AND ASSISTANT INFORMATION

DISPLAY OPERATOR

NAME Kory Brown PHONE 541-489-3105 ext 1180 AGE 37
ADDRESS One Muddy Rd. Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
CERTIFICATION # 0927

OPERATOR ASSISTANT (Minimum of one assistant is required for each display)

NAME Nathan Huff PHONE 541-489-3100 AGE 25
ADDRESS One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP

FIREWORKS STORAGE SITE - INFORMATION AND SIGNATURES FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
Storage Facility Magazine Type IV List all Dates Fireworks will be at Storage Address June 15th - July 15th, 2017

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered _____

FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept Name Wasco County
511 Washington St. #302 The Dalles OR 97001
STREET ADDRESS CITY STATE ZIP
Phone# 541-506-2520 FAX# _____ Email wfr@wfr.younglife.org

Authorized Signature _____

Print Name _____

Site Inspection Conducted Yes No Date _____ Inspector Signature _____

COMMENTS:

FIREWORKS DISPLAY SITE SIGNATURES	
FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE	
FIRE AUTHORITY	LAW ENFORCEMENT
Dept Name _____	Dept Name <u>Wasco County Sheriff's Office</u>
Address _____	Address <u>511 Washington Street Suite 102</u>
City _____ State _____ Zip _____	City <u>The Dalles</u> State <u>OR</u> Zip <u>97058</u>
Phone _____ Fax _____	Phone <u>541.506.2592</u> Fax _____
Email _____	Email <u>lanem@co.wasco.or.us</u>
Authorized Signature _____	Authorized Signature 
Print Name _____	Print Name <u>Law Magill</u>
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

Comments:

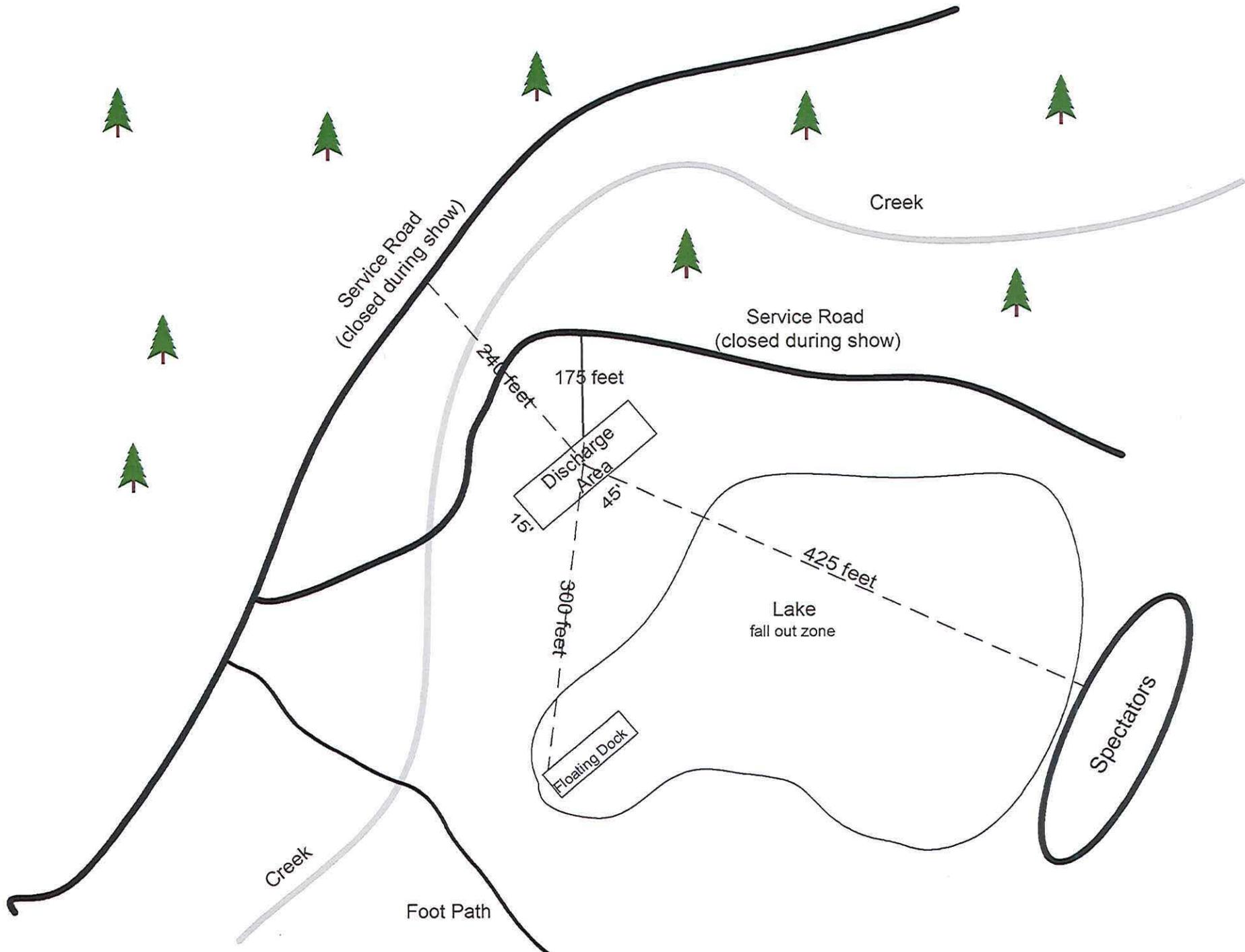
Rod L. Runyon, Commission Chair
X

541.506.2520
541.506.2551

MAP INFORMATION

ATTACH A SEPARATE SHEET OF PAPER WITH A DETAILED MAP OF THE DISPLAY SITE SHOWING THE FOLLOWING:

1. **Fall-Out Area:** the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
2. **Discharge Site:** the area immediately surrounding the area where fireworks are ignited for an outdoor display. Include all dimensions of the discharge site.
3. **Display Site:** the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
4. **Distance:** from the outside measurement of the discharge site to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.



Service Road
(closed during show)

Creek

Service Road
(closed during show)

Discharge
Area

Lake
fall out zone

Floating Dock

Spectators

Creek

Foot Path

240 feet

175 feet

15'

300 feet

425 feet

Oregon Office of State Fire Marshal



LICENSE & PERMITS FIREWORKS PROGRAM GENERAL FIREWORKS DISPLAY APPLICATION

Phone Number: (503) 934-8274 Fax: (503) 934-8288

Important:

Completed application and fee must be received by the State Fire Marshal 15 days prior to the date of the proposed display. See OAR 837-012-0700 through 837-012-0845 for complete requirements. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

All sections must be completed. Do not use the word "SAME".

Mail fee and applications to:

Office of State Fire Marshal
License & Permits
PO Box 4395 Unit 09
Portland, OR 97208-4395

OSFM USE ONLY

FEE: \$100 PCA 45134 Object Code 0231

ISSUE _____ P _____ - G _____

APPLICANT SPONSOR NAME <u>Young Life's Washington Family Ranch</u>			
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3100</u>	HOME PHONE	<u>541-489-3100</u> FAX # <u>541-306-6639</u>
EMAIL	<u>wfr@wfr.younglife.org</u>		
NAME OF PERSON COMPLETING APPLICATION		<u>Todd Sherrell</u>	
		PRINTED	SIGNATURE
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3105 ext 1128</u>	HOME PHONE	<u>541-489-3292</u> FAX # <u>541-306-6639</u>
EMAIL	<u>tsherrell@wfr.younglife.org</u>		
DISPLAY INFORMATION			
DATE OF DISPLAY	<u>June 27th 2017</u>	TIME OF DISPLAY	<u>10:00 PM</u>
CHECK ONE:	<input checked="" type="checkbox"/> LAND DISPLAY	<input type="checkbox"/> BARGE DISPLAY	BARGE DIMENSIONS IN FEET <u> </u> X <u> </u>
CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> FIRE ELECTRICALLY	<input type="checkbox"/> FIRED MANUALLY	
DISPLAY ADDRESS	<u>One Muddy Rd.</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
NAME OF WHOLESALER			
GENERAL WHOLESALER	<u>Western Fireworks</u>	LIMITED WHOLESALER	<u>Western Fireworks</u>

GENERAL FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

LIMITED FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty
Mortars and Shells	4				
Large Night Displays	4				

SPECIAL EFFECT FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

OPERATOR AND ASSISTANT INFORMATION

DISPLAY OPERATOR

NAME Kory Brown PHONE 541-489-3105 ext 1180 AGE 37
ADDRESS One Muddy Rd. Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
CERTIFICATION # 0927

OPERATOR ASSISTANT (Minimum of one assistant is required for each display)

NAME Nathan Huff PHONE 541-489-3100 AGE 25
ADDRESS One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP

FIREWORKS STORAGE SITE - INFORMATION AND SIGNATURES FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
Storage Facility Magazine Type IV List all Dates Fireworks will be at Storage Address June 15th - July 15th, 2017

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered _____

FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept Name Wasco County
511 Washington St. #302 The Dalles OR 97001
STREET ADDRESS CITY STATE ZIP
Phone# 541-506-2520 FAX# _____ Email _____

Authorized Signature

Print Name

Site Inspection Conducted Yes No Date _____ Inspector Signature _____

COMMENTS:

FIREWORKS DISPLAY SITE SIGNATURES	
FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE	
FIRE AUTHORITY	LAW ENFORCEMENT
Dept Name _____	Dept Name <u>Wasco County Sheriff's Office</u>
Address _____	Address <u>511 Washington Street Suite 102</u>
City _____ State _____ Zip _____	City <u>The Dalles</u> State <u>OR</u> Zip <u>97058</u>
Phone _____ Fax _____	Phone <u>541.506.2592</u> Fax _____
Email _____	Email <u>lanem@co.wasco.or.us</u>
Authorized Signature _____	Authorized Signature <u>[Signature]</u>
Print Name _____	Print Name <u>Lane Magill</u>
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

Comments:

Rod L. Runyon, Commission Chair

X

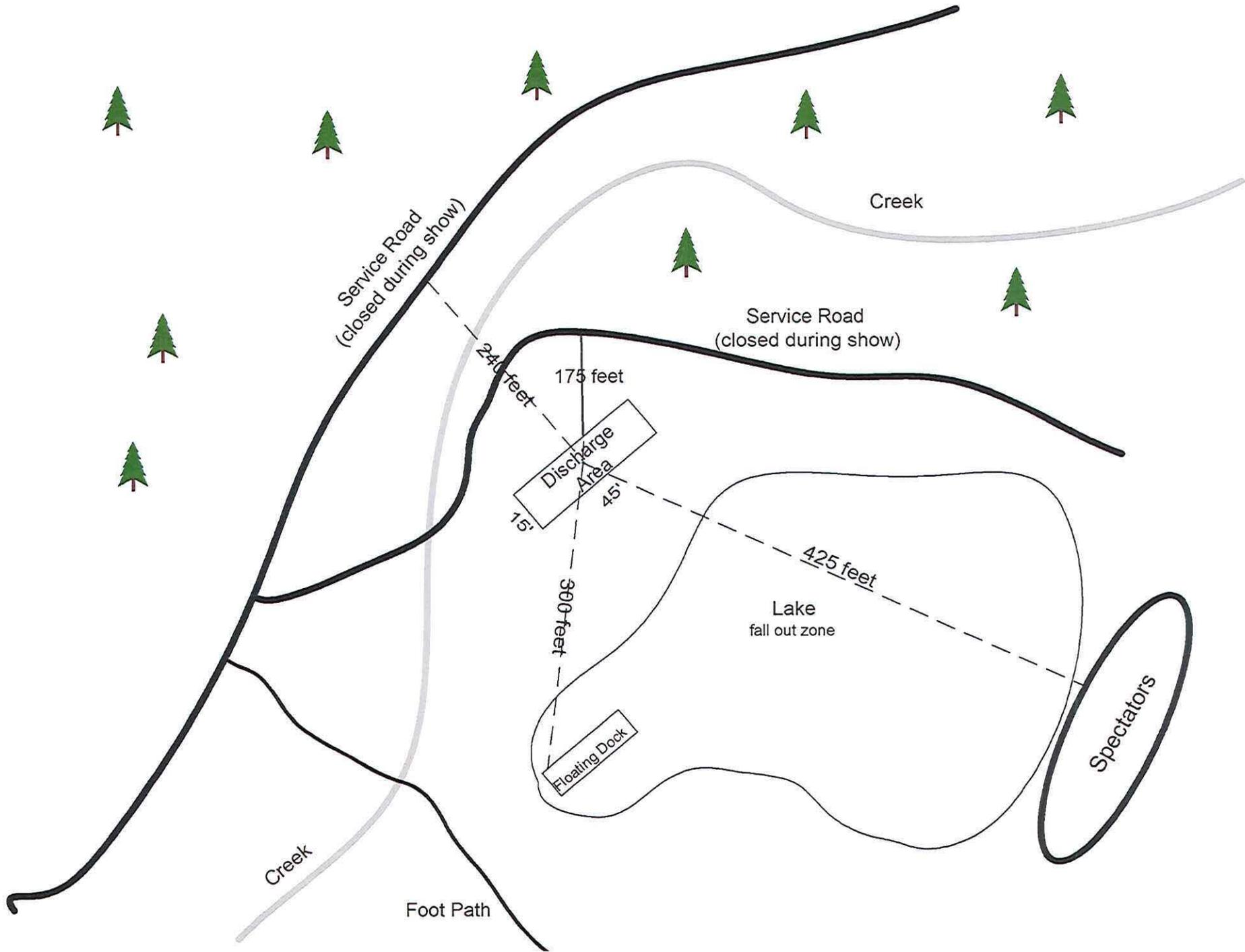
MAP INFORMATION

ATTACH A SEPARATE SHEET OF PAPER WITH A DETAILED MAP OF THE DISPLAY SITE SHOWING THE FOLLOWING:

1. **Fall-Out Area:** the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
2. **Discharge Site:** the area immediately surrounding the area where fireworks are ignited for an outdoor display. Include all dimensions of the discharge site.
3. **Display Site:** the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
4. **Distance:** from the outside measurement of the discharge site to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

541.506.2520

541.506.2551



Oregon Office of State Fire Marshal



LICENSE & PERMITS FIREWORKS PROGRAM GENERAL FIREWORKS DISPLAY APPLICATION

Phone Number: (503) 934-8274 Fax: (503) 934-8288

Important:

Completed application and fee must be received by the State Fire Marshal 15 days prior to the date of the proposed display. See OAR 837-012-0700 through 837-012-0845 for complete requirements. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

All sections must be completed. Do not use the word "SAME".

Mail fee and applications to:

Office of State Fire Marshal
License & Permits
PO Box 4395 Unit 09
Portland, OR 97208-4395

OSFM USE ONLY

FEE: \$100 PCA 45134 Object Code 0231

ISSUE _____ P _____ - G _____

APPLICANT SPONSOR NAME <u>Young Life's Washington Family Ranch</u>			
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3100</u>	HOME PHONE	<u>541-489-3100</u> FAX # <u>541-306-6639</u>
EMAIL	<u>wfr@wfr.younglife.org</u>		
NAME OF PERSON COMPLETING APPLICATION <u>Todd Sherrell</u>			
	PRINTED	SIGNATURE 	
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3105 ext 1128</u>	HOME PHONE	<u>541-489-3292</u> FAX # <u>541-306-6639</u>
EMAIL	<u>tsherrell@wfr.younglife.org</u>		
DISPLAY INFORMATION			
DATE OF DISPLAY	<u>July 4th 2017</u>	TIME OF DISPLAY	<u>10:00 PM</u>
CHECK ONE:	<input checked="" type="checkbox"/> LAND DISPLAY	<input type="checkbox"/> BARGE DISPLAY	BARGE DIMENSIONS IN FEET <u> </u> X <u> </u>
CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> FIRE ELECTRICALLY	<input type="checkbox"/> FIRED MANUALLY	
DISPLAY ADDRESS	<u>One Muddy Rd.</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
NAME OF WHOLESALER			
GENERAL WHOLESALER	<u>Western Fireworks</u>	LIMITED WHOLESALER	<u>Western Fireworks</u>

GENERAL FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

LIMITED FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty
Mortars and Shells	4				
Large Night Displays	4				

SPECIAL EFFECT FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

OPERATOR AND ASSISTANT INFORMATION

DISPLAY OPERATOR

NAME Kory Brown PHONE 541-489-3105 ext 1180 AGE 37
ADDRESS One Muddy Rd. Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
CERTIFICATION # 0927

OPERATOR ASSISTANT (Minimum of one assistant is required for each display)

NAME Nathan Huff PHONE 541-489-3100 AGE 25
ADDRESS One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP

FIREWORKS STORAGE SITE - INFORMATION AND SIGNATURES FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
Storage Facility Magazine Type IV List all Dates Fireworks will be at Storage Address June 15th - July 15th, 2017

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered _____

FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept Name Wasco County
511 Washington St. #302 The Dalles OR 97001
STREET ADDRESS CITY STATE ZIP
Phone# 541-506-2520 FAX# _____ Email _____

Authorized Signature

Print Name

Site Inspection Conducted Yes No Date _____

Inspector Signature _____

COMMENTS:

FIREWORKS DISPLAY SITE SIGNATURES	
FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE	
FIRE AUTHORITY	LAW ENFORCEMENT
Dept Name _____	Dept Name <u>Wasco County Sheriff's Office</u>
Address _____	Address <u>511 Washington Street, Suite 102</u>
City _____ State _____ Zip _____	City <u>The Dalles OR</u> State _____ Zip <u>97058</u>
Phone _____ Fax _____	Phone <u>541.506.2592</u> Fax _____
Email _____	Email <u>lanem@co.wasco.or.us</u>
Authorized Signature _____	Authorized Signature <u>[Signature]</u>
Print Name _____	Print Name <u>Lane Magill</u>
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

Comments:

Rod L. Runyon, Commission Chair

X

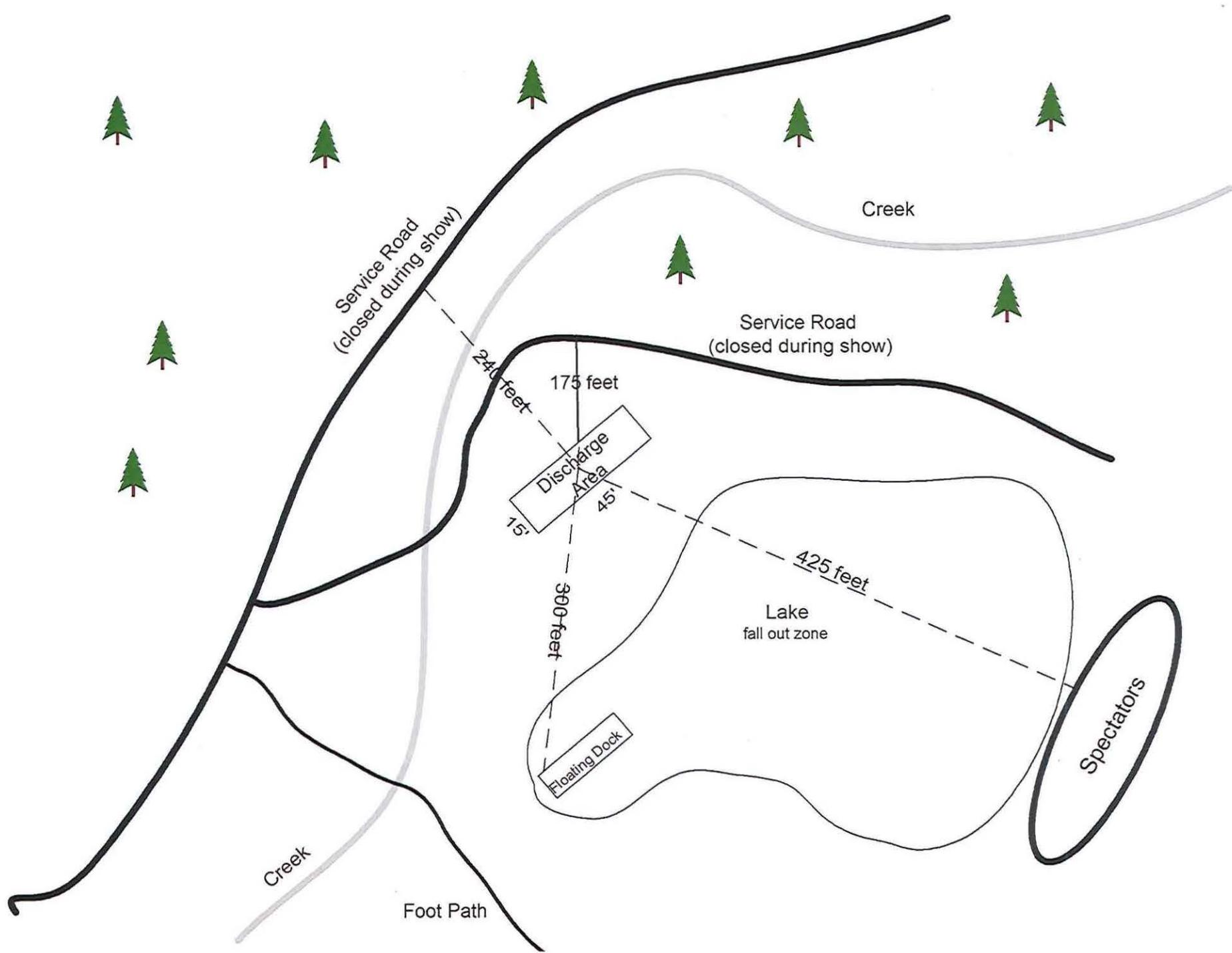
MAP INFORMATION

ATTACH A SEPARATE SHEET OF PAPER WITH A DETAILED MAP OF THE DISPLAY SITE SHOWING THE FOLLOWING:

1. **Fall-Out Area:** the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
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4. **Distance:** from the outside measurement of the discharge site to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

541.506.2520

541.506.2551



Oregon Office of State Fire Marshal



LICENSE & PERMITS FIREWORKS PROGRAM GENERAL FIREWORKS DISPLAY APPLICATION

Phone Number: (503) 934-8274 Fax: (503) 934-8288

Important:

Completed application and fee must be received by the State Fire Marshal 15 days prior to the date of the proposed display. See OAR 837-012-0700 through 837-012-0845 for complete requirements. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

All sections must be completed. Do not use the word "SAME".

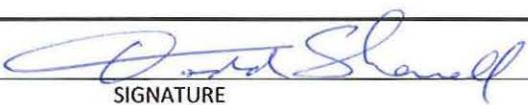
Mail fee and applications to:

Office of State Fire Marshal
License & Permits
PO Box 4395 Unit 09
Portland, OR 97208-4395

OSFM USE ONLY

FEE: \$100 PCA 45134 Object Code 0231

ISSUE _____ P _____ - G _____

APPLICANT SPONSOR NAME <u>Young Life's Washington Family Ranch</u>			
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3100</u>	HOME PHONE	<u>541-489-3100</u> FAX # <u>541-306-6639</u>
EMAIL	<u>wfr@wfr.younglife.org</u>		
NAME OF PERSON COMPLETING APPLICATION		<u>Todd Sherrell</u>	
		PRINTED	SIGNATURE
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3105 ext 1128</u>	HOME PHONE	<u>541-489-3292</u> FAX # <u>541-306-6639</u>
EMAIL	<u>tsherrell@wfr.younglife.org</u>		
DISPLAY INFORMATION			
DATE OF DISPLAY	<u>July 10th 2017</u>	TIME OF DISPLAY	<u>10:00 PM</u>
CHECK ONE:	<input checked="" type="checkbox"/> LAND DISPLAY	<input type="checkbox"/> BARGE DISPLAY	BARGE DIMENSIONS IN FEET <u> </u> X <u> </u>
CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> FIRE ELECTRICALLY	<input type="checkbox"/> FIRED MANUALLY	
DISPLAY ADDRESS	<u>One Muddy Rd.</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
NAME OF WHOLESALER			
GENERAL WHOLESALER	<u>Western Fireworks</u>	LIMITED WHOLESALER	<u>Western Fireworks</u>

GENERAL FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

LIMITED FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty
Mortars and Shells	4				
Large Night Displays	4				

SPECIAL EFFECT FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

OPERATOR AND ASSISTANT INFORMATION

DISPLAY OPERATOR

NAME Kory Brown PHONE 541-489-3105 ext 1180 AGE 37
ADDRESS One Muddy Rd. Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
CERTIFICATION # 0927

OPERATOR ASSISTANT (Minimum of one assistant is required for each display)

NAME Nathan Huff PHONE 541-489-3100 AGE 25
ADDRESS One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP

FIREWORKS STORAGE SITE - INFORMATION AND SIGNATURES FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
Storage Facility Magazine Type IV List all Dates Fireworks will be at Storage Address June 15th - July 15th, 2017

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered _____

FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept Name Wasco County
511 Washington St. #302 The Dalles OR 97001
STREET ADDRESS CITY STATE ZIP
Phone# 541-506-2520 FAX# _____ Email _____

Authorized Signature _____

Print Name _____

Site Inspection Conducted Yes No Date _____ Inspector Signature _____

COMMENTS:

FIREWORKS DISPLAY SITE SIGNATURES	
FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE	
FIRE AUTHORITY	LAW ENFORCEMENT
Dept Name _____	Dept Name <u>Wasco County Sheriff's Office</u>
Address _____	Address <u>511 Washington Street Suite 102</u>
City _____ State _____ Zip _____	City <u>The Dalles</u> State <u>OR</u> Zip <u>97058</u>
Phone _____ Fax _____	Phone <u>541.506.2592</u> Fax _____
Email _____	Email <u>lanem@co.wasco.or.us</u>
Authorized Signature _____	Authorized Signature 
Print Name _____	Print Name <u>Lane Magill</u>
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

Comments:

Rod L. Runyon, Commission Chair
X

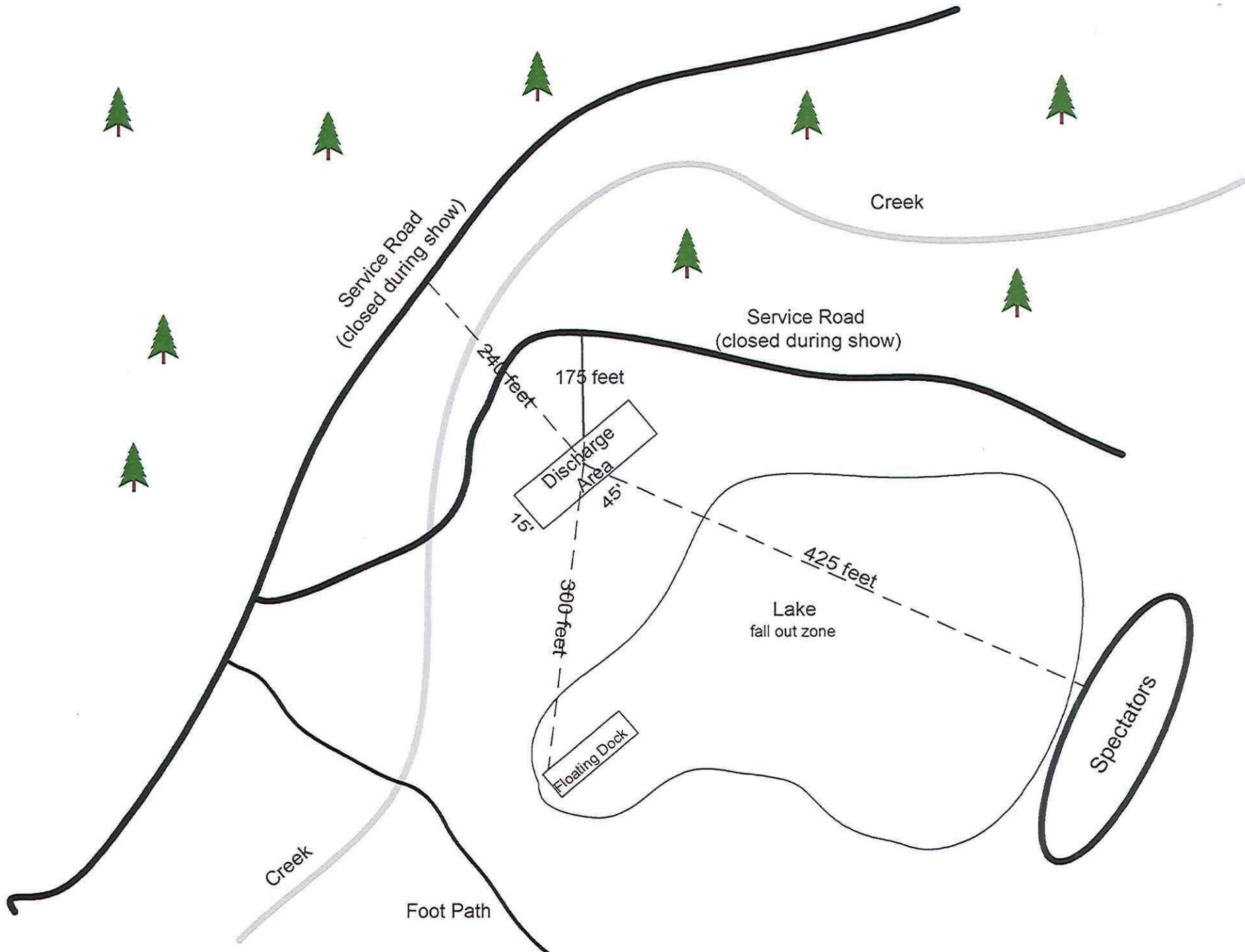
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4. **Distance:** from the outside measurement of the discharge site to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

541.506.2520

541.506.2551



Oregon Office of State Fire Marshal



LICENSE & PERMITS FIREWORKS PROGRAM GENERAL FIREWORKS DISPLAY APPLICATION

Phone Number: (503) 934-8274 Fax: (503) 934-8288

Important:

Completed application and fee must be received by the State Fire Marshal 15 days prior to the date of the proposed display. See OAR 837-012-0700 through 837-012-0845 for complete requirements. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

All sections must be completed. Do not use the word "SAME".

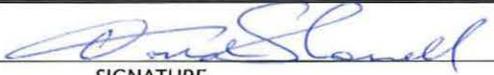
Mail fee and applications to:

Office of State Fire Marshal
License & Permits
PO Box 4395 Unit 09
Portland, OR 97208-4395

OSFM USE ONLY

FEE: \$100 PCA 45134 Object Code 0231

ISSUE _____ P _____ - G _____

APPLICANT SPONSOR NAME <u>Young Life's Washington Family Ranch</u>			
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3100</u>	HOME PHONE	<u>541-489-3100</u> FAX # <u>541-306-6639</u>
EMAIL	<u>wfr@wfr.younglife.org</u>		
NAME OF PERSON COMPLETING APPLICATION <u>Todd Sherrell</u>			
	PRINTED	SIGNATURE 	
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3105 ext 1128</u>	HOME PHONE	<u>541-489-3292</u> FAX # <u>541-306-6639</u>
EMAIL	<u>tsherrell@wfr.younglife.org</u>		
DISPLAY INFORMATION			
DATE OF DISPLAY	<u>July 17th 2017</u>	TIME OF DISPLAY	<u>10:00 PM</u>
CHECK ONE:	<input checked="" type="checkbox"/> LAND DISPLAY	<input type="checkbox"/> BARGE DISPLAY	BARGE DIMENSIONS IN FEET <u> </u> X <u> </u>
CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> FIRE ELECTRICALLY	<input type="checkbox"/> FIRED MANUALLY	
DISPLAY ADDRESS	<u>One Muddy Rd.</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
NAME OF WHOLESALER			
GENERAL WHOLESALER	<u>Western Fireworks</u>	LIMITED WHOLESALER	<u>Western Fireworks</u>

GENERAL FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

LIMITED FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty
Mortars and Shells	4				
Large Night Displays	4				

SPECIAL EFFECT FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

OPERATOR AND ASSISTANT INFORMATION

DISPLAY OPERATOR

NAME Kory Brown PHONE 541-489-3105 ext 1180 AGE 37
ADDRESS One Muddy Rd. Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
CERTIFICATION # 0927

OPERATOR ASSISTANT (Minimum of one assistant is required for each display)

NAME Nathan Huff PHONE 541-489-3100 AGE 25
ADDRESS One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP

FIREWORKS STORAGE SITE - INFORMATION AND SIGNATURES FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
Storage Facility Magazine Type IV List all Dates Fireworks will be at Storage Address July 12th - Aug 12th, 2017

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered _____

FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept Name Wasco County
511 Washington St. #302 The Dalles OR 97001
STREET ADDRESS CITY STATE ZIP
Phone# 541-506-2520 FAX# _____ Email _____

Authorized Signature _____

Print Name _____

Site Inspection Conducted Yes No Date _____ Inspector Signature _____

COMMENTS:

FIREWORKS DISPLAY SITE SIGNATURES

FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

FIRE AUTHORITY	LAW ENFORCEMENT
Dept Name _____	Dept Name <u>Wasco County Sheriff's Office</u>
Address _____	Address <u>511 Washington Street Suite 102</u>
City _____ State _____ Zip _____	City <u>The Dalles OR</u> State _____ Zip <u>97058</u>
Phone _____ Fax _____	Phone <u>541.506.2592</u> Fax _____
Email _____	Email <u>lanem@co.wasco.or.us</u>
Authorized Signature _____	Authorized Signature 
Print Name _____	Print Name <u>Lane Magill</u>
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

Comments:

Rod L. Runyon, Commission Chair

X

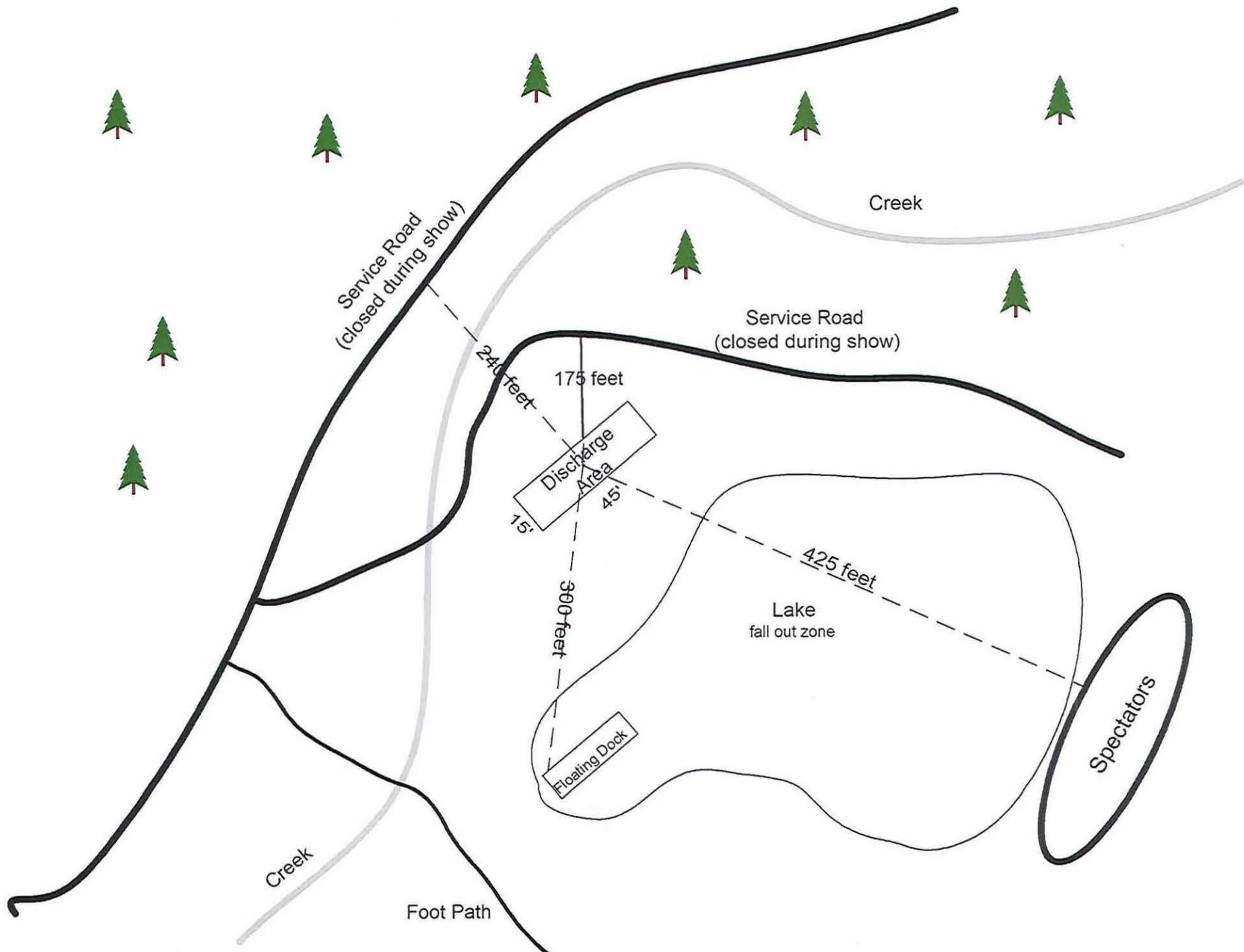
MAP INFORMATION

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541.506.2520

541.506.2551



Oregon Office of State Fire Marshal



LICENSE & PERMITS FIREWORKS PROGRAM GENERAL FIREWORKS DISPLAY APPLICATION

Phone Number: (503) 934-8274 Fax: (503) 934-8288

Important:

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All sections must be completed. Do not use the word "SAME".

Mail fee and applications to:

Office of State Fire Marshal
License & Permits
PO Box 4395 Unit 09
Portland, OR 97208-4395

OSFM USE ONLY

FEE: \$100 PCA 45134 Object Code 0231

ISSUE _____ P _____ - G _____

APPLICANT SPONSOR NAME <u>Young Life's Washington Family Ranch</u>			
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3100</u>	HOME PHONE	<u>541-489-3100</u> FAX # <u>541-306-6639</u>
EMAIL	<u>wfr@wfr.younglife.org</u>		
NAME OF PERSON COMPLETING APPLICATION <u>Todd Sherrell</u>			
	PRINTED	SIGNATURE 	
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3105 ext 1128</u>	HOME PHONE	<u>541-489-3292</u> FAX # <u>541-306-6639</u>
EMAIL	<u>tsherrell@wfr.younglife.org</u>		
DISPLAY INFORMATION			
DATE OF DISPLAY	<u>July 24th 2017</u>	TIME OF DISPLAY	<u>10:00 PM</u>
CHECK ONE:	<input checked="" type="checkbox"/> LAND DISPLAY	<input type="checkbox"/> BARGE DISPLAY	BARGE DIMENSIONS IN FEET _____ X _____
CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> FIRE ELECTRICALLY	<input type="checkbox"/> FIRED MANUALLY	
DISPLAY ADDRESS	<u>One Muddy Rd.</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
NAME OF WHOLESALER			
GENERAL WHOLESALER	<u>Western Fireworks</u>	LIMITED WHOLESALER	<u>Western Fireworks</u>

GENERAL FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

LIMITED FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty
Mortars and Shells	4				
Large Night Displays	4				

SPECIAL EFFECT FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

OPERATOR AND ASSISTANT INFORMATION

DISPLAY OPERATOR

NAME Kory Brown PHONE 541-489-3105 ext 1180 AGE 37
ADDRESS One Muddy Rd. Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
CERTIFICATION # 0927

OPERATOR ASSISTANT (Minimum of one assistant is required for each display)

NAME Nathan Huff PHONE 541-489-3100 AGE 25
ADDRESS One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP

FIREWORKS STORAGE SITE - INFORMATION AND SIGNATURES FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
Storage Facility Magazine Type IV List all Dates Fireworks will be at Storage Address July 12th - Aug 12th, 2017

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered _____

FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept Name Wasco County
511 Washington St. #302 The Dalles OR 97001
STREET ADDRESS CITY STATE ZIP
Phone# 541-506-2520 FAX# _____ Email _____

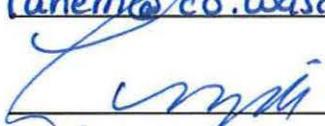
Authorized Signature _____

Print Name _____

Site Inspection Conducted Yes No Date _____ Inspector Signature _____

COMMENTS:

FIREWORKS DISPLAY SITE SIGNATURES
FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

FIRE AUTHORITY	LAW ENFORCEMENT
Dept Name _____	Dept Name <u>Wasco County Sheriff's Office</u>
Address _____	Address <u>511 Washington Street Suite 102</u>
City _____ State _____ Zip _____	City <u>The Dalles OR</u> State _____ Zip <u>97058</u>
Phone _____ Fax _____	Phone <u>541.906.2592</u> Fax _____
Email _____	Email <u>lanema@co.wasco.or.us</u>
Authorized Signature _____	Authorized Signature 
Print Name _____	Print Name <u>Lane Magill</u>
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

Rod L. Runyon, Commission Chair

X

Comments:

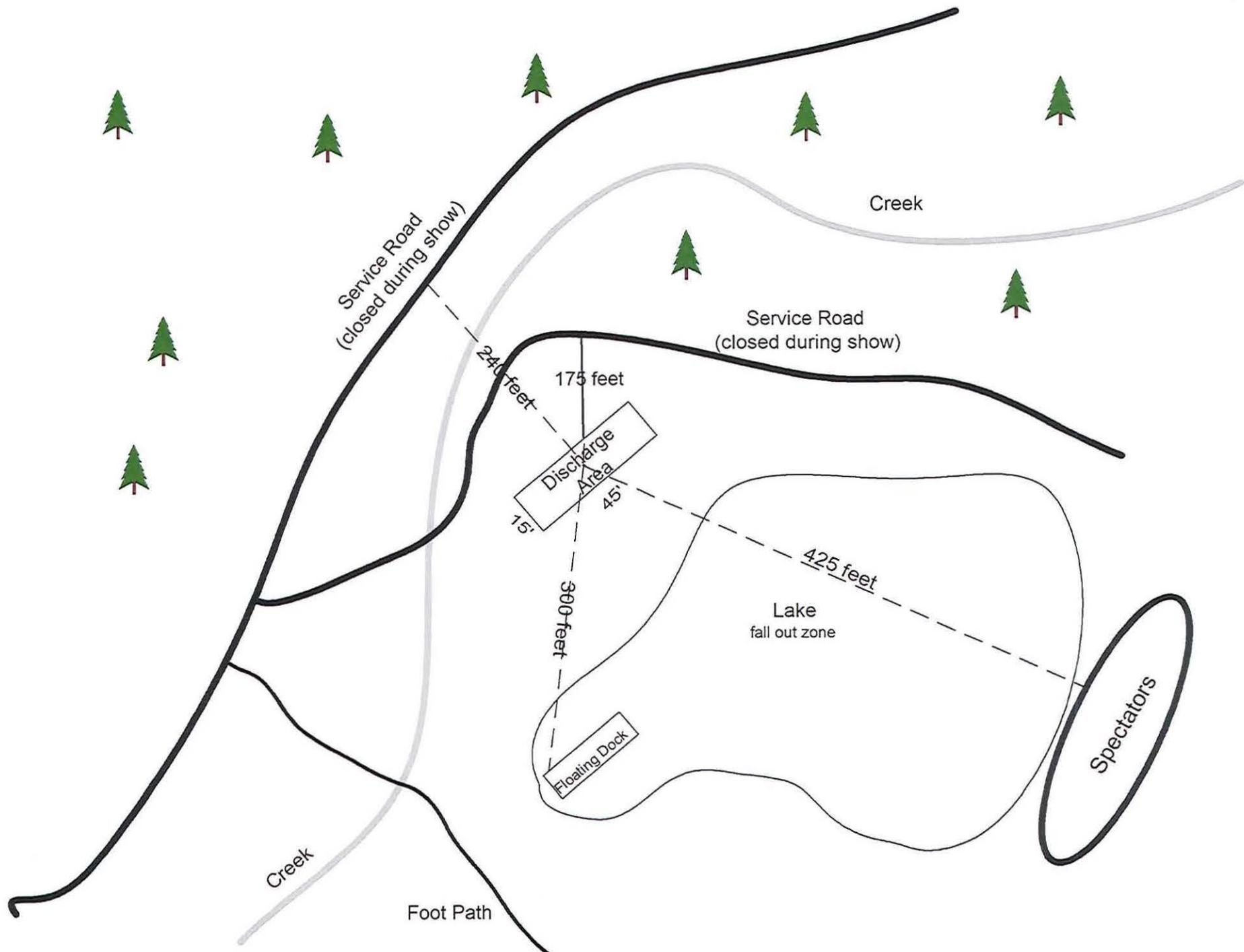
MAP INFORMATION

ATTACH A SEPARATE SHEET OF PAPER WITH A DETAILED MAP OF THE DISPLAY SITE SHOWING THE FOLLOWING:

1. **Fall-Out Area:** the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
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4. **Distance:** from the outside measurement of the discharge site to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

541.506.2520

541.506.2551



Oregon Office of State Fire Marshal



LICENSE & PERMITS FIREWORKS PROGRAM GENERAL FIREWORKS DISPLAY APPLICATION

Phone Number: (503) 934-8274 Fax: (503) 934-8288

Important:

Completed application and fee must be received by the State Fire Marshal 15 days prior to the date of the proposed display. See OAR 837-012-0700 through 837-012-0845 for complete requirements. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

All sections must be completed. Do not use the word "SAME".

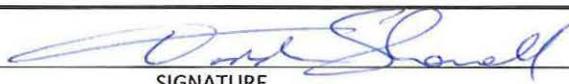
Mail fee and applications to:

Office of State Fire Marshal
License & Permits
PO Box 4395 Unit 09
Portland, OR 97208-4395

OSFM USE ONLY

FEE: \$100 PCA 45134 Object Code 0231

ISSUE _____ P _____ - G _____

APPLICANT SPONSOR NAME <u>Young Life's Washington Family Ranch</u>			
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3100</u>	HOME PHONE	<u>541-489-3100</u> FAX # <u>541-306-6639</u>
EMAIL	<u>wfr@wfr.younglife.org</u>		
NAME OF PERSON COMPLETING APPLICATION <u>Todd Sherrell</u>			
	PRINTED	SIGNATURE	
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
BUSINESS PHONE	<u>541-489-3105 ext 1128</u>	HOME PHONE	<u>541-489-3292</u> FAX # <u>541-306-6639</u>
EMAIL	<u>tsherrell@wfr.younglife.org</u>		
DISPLAY INFORMATION			
DATE OF DISPLAY	<u>July 30th 2017</u>	TIME OF DISPLAY	<u>10:00 PM</u>
CHECK ONE:	<input checked="" type="checkbox"/> LAND DISPLAY	<input type="checkbox"/> BARGE DISPLAY	BARGE DIMENSIONS IN FEET <u> </u> X <u> </u>
CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> FIRE ELECTRICALLY	<input type="checkbox"/> FIRED MANUALLY	
DISPLAY ADDRESS	<u>One Muddy Rd.</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	STREET ADDRESS	CITY	STATE ZIP
NAME OF WHOLESALER			
GENERAL WHOLESALER	<u>Western Fireworks</u>	LIMITED WHOLESALER	<u>Western Fireworks</u>

GENERAL FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

LIMITED FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty
Mortars and Shells	4				
Large Night Displays	4				

SPECIAL EFFECT FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

OPERATOR AND ASSISTANT INFORMATION

DISPLAY OPERATOR

NAME Kory Brown PHONE 541-489-3105 ext 1180 AGE 37
ADDRESS One Muddy Rd. Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
CERTIFICATION # 0927

OPERATOR ASSISTANT (Minimum of one assistant is required for each display)

NAME Nathan Huff PHONE 541-489-3100 AGE 25
ADDRESS One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP

FIREWORKS STORAGE SITE - INFORMATION AND SIGNATURES FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

One Muddy Rd Antelope OR 97001
STREET ADDRESS CITY STATE ZIP
Storage Facility Magazine Type IV List all Dates Fireworks will be at Storage Address July 12th - Aug 12th, 2017

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered _____

FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept Name Wasco County
511 Washington St. #302 The Dalles OR 97001
STREET ADDRESS CITY STATE ZIP
Phone# 541-506-2520 FAX# _____ Email _____

Authorized Signature _____

Print Name _____

Site Inspection Conducted Yes No Date _____ Inspector Signature _____

COMMENTS:

FIREWORKS DISPLAY SITE SIGNATURES

FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

FIRE AUTHORITY	LAW ENFORCEMENT
Dept Name _____	Dept Name <u>Wasco County Sheriff's Office</u>
Address _____	Address <u>511 Washington Street Suite 102</u>
City _____ State _____ Zip _____	City <u>The Dalles</u> State <u>OR</u> Zip <u>97058</u>
Phone _____ Fax _____	Phone <u>541.506.2592</u> Fax _____
Email _____	Email <u>lanem@co.wasco.or.us</u>
Authorized Signature _____	Authorized Signature 
Print Name _____	Print Name <u>Lane Magill</u>
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

Rod L. Runyon, Commission Chair

Comments:

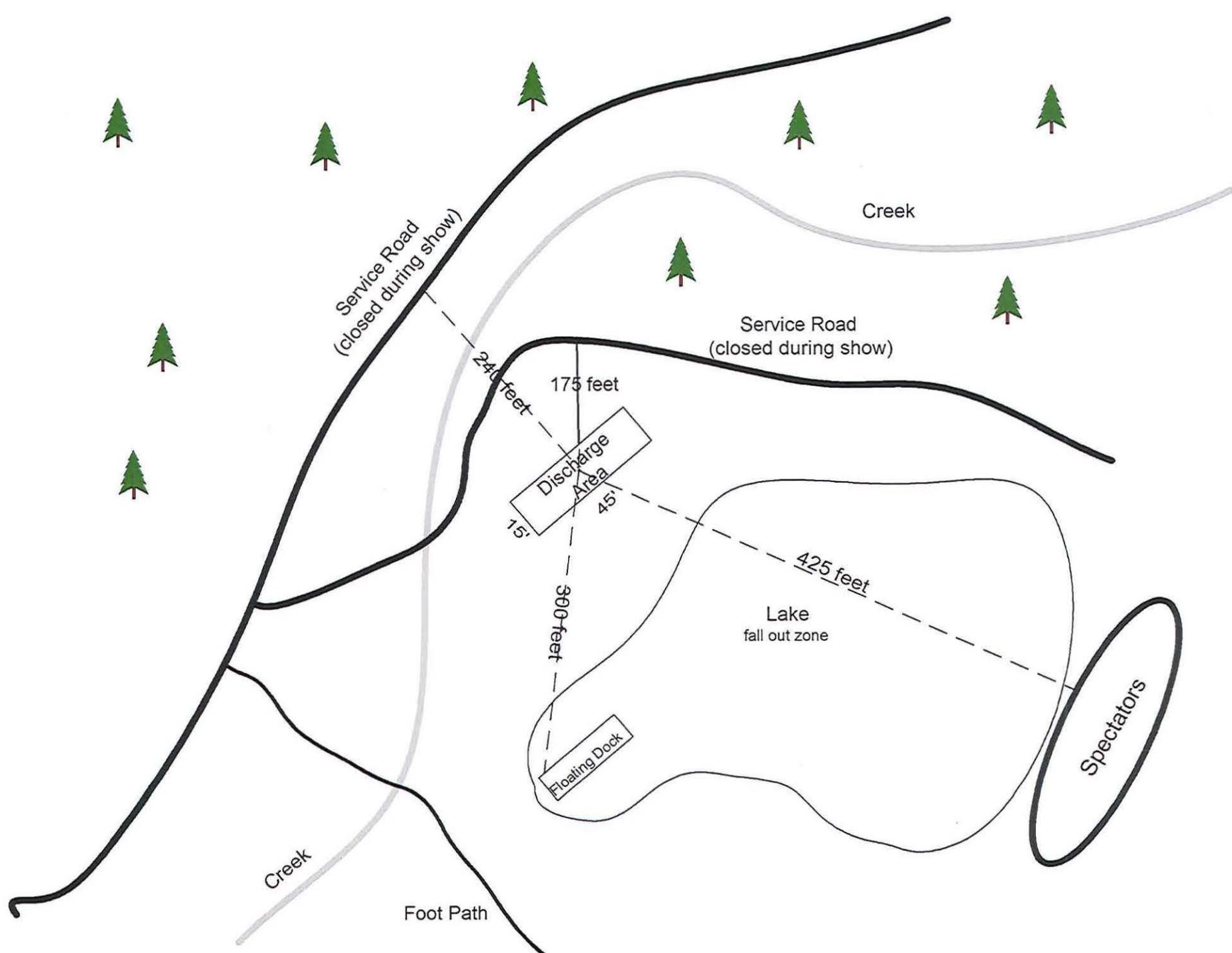
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541.506.2520

541.506.2551



Oregon Office of State Fire Marshal



LICENSE & PERMITS FIREWORKS PROGRAM GENERAL FIREWORKS DISPLAY APPLICATION

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Important:

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All sections must be completed. Do not use the word "SAME".

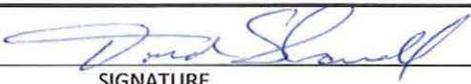
Mail fee and applications to:

Office of State Fire Marshal
License & Permits
PO Box 4395 Unit 09
Portland, OR 97208-4395

OSFM USE ONLY

FEE: \$100 PCA 45134 Object Code 0231

ISSUE _____ P _____ - G _____

APPLICANT SPONSOR NAME <u>Young Life's Washington Family Ranch</u>			
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	<small>STREET ADDRESS</small>	<small>CITY</small>	<small>STATE</small> <small>ZIP</small>
BUSINESS PHONE	<u>541-489-3100</u>	HOME PHONE	<u>541-489-3100</u> FAX # <u>541-306-6639</u>
EMAIL	<u>wfr@wfr.younglife.org</u>		
NAME OF PERSON COMPLETING APPLICATION <u>Todd Sherrell</u>			
	<small>PRINTED</small>	<small>SIGNATURE</small> 	
ADDRESS	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	<small>STREET ADDRESS</small>	<small>CITY</small>	<small>STATE</small> <small>ZIP</small>
BUSINESS PHONE	<u>541-489-3105 ext 1128</u>	HOME PHONE	<u>541-489-3292</u> FAX # <u>541-306-6639</u>
EMAIL	<u>tsherrell@wfr.younglife.org</u>		
DISPLAY INFORMATION			
DATE OF DISPLAY	<u>Aug 4th 2017</u>	TIME OF DISPLAY	<u>10:00 PM</u>
CHECK ONE:	<input checked="" type="checkbox"/> LAND DISPLAY	<input type="checkbox"/> BARGE DISPLAY	BARGE DIMENSIONS IN FEET <u> </u> X <u> </u>
CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> FIRE ELECTRICALLY	<input type="checkbox"/> FIRED MANUALLY	
DISPLAY ADDRESS	<u>One Muddy Rd.</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	<small>STREET ADDRESS</small>	<small>CITY</small>	<small>STATE</small> <small>ZIP</small>
NAME OF WHOLESALER			
GENERAL WHOLESALER	<u>Western Fireworks</u>	LIMITED WHOLESALER	<u>Western Fireworks</u>

GENERAL FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

LIMITED FIREWORKS

Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty
Mortars and Shells	4				
Large Night Displays	4				

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Type of Fireworks	Qty	Type of Fireworks	Qty	Type of Fireworks	Qty

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NAME Kory Brown PHONE 541-489-3105 ext 1180 AGE 37
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STREET ADDRESS CITY STATE ZIP

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STREET ADDRESS CITY STATE ZIP
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Dept Name Wasco County
511 Washington St. #302 The Dalles OR 97001
STREET ADDRESS CITY STATE ZIP
Phone# 541-506-2520 FAX# _____ Email _____

Authorized Signature _____

Print Name _____

Site Inspection Conducted Yes No

Date _____

Inspector Signature _____

COMMENTS:

FIREWORKS DISPLAY SITE SIGNATURES	
FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE	
FIRE AUTHORITY	LAW ENFORCEMENT
Dept Name _____	Dept Name <u>Wasco County Sheriff's Office</u>
Address _____	Address <u>511 Washington Street Suite 102</u>
City _____ State _____ Zip _____	City <u>The Dalles</u> OR <u>97058</u>
Phone _____ Fax _____	Phone <u>541.506.2592</u> Fax _____
Email _____	Email <u>lanem@co.wasco.or.us</u>
Authorized Signature _____	Authorized Signature 
Print Name _____	Print Name <u>Lane McGill</u>
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

Comments:

Rod L. Runyon, Commission Chair

X

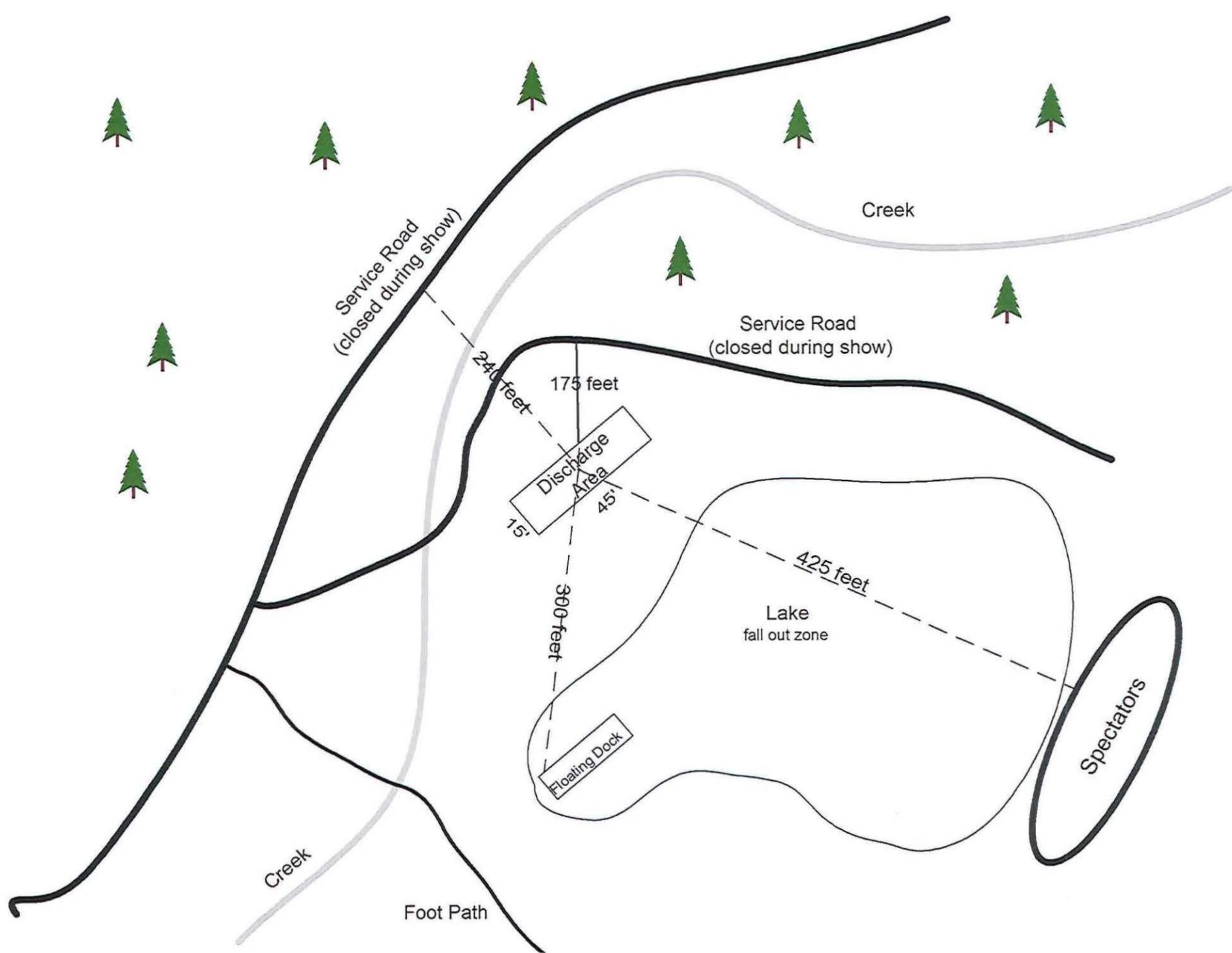
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541.506.2520

541.506.2551



Creek

Creek

Service Road
(closed during show)

Service Road
(closed during show)

Discharge
Area

Floating Dock

Lake
fall out zone

Spectators

Foot Path

240 feet

175 feet

15 feet

45 feet

300 feet

425 feet



News Release

For Immediate Release: 5.3.2017

Contact: Tyler Stone, tylers@co.wasco.or.us

Wasco County Earns National Achievement Award For “100% Love” Culture Initiative.

Washington, DC

Wasco County has been recognized with an Achievement Award from the National Association of Counties (NACo). The awards honor innovative, effective county government programs that enhance services for residents.

NACo recognized the Wasco County “100% Love” Culture Initiative – an innovative program that challenges the traditional government stereotypes by focusing on providing exceptional service regardless of how citizens feel about government. “100% Love” is a guide for showing respect for citizens and appreciation of staff.

NACo President Bryan Desloge said, “Counties overcome complex challenges, provide essential services and constantly do more with less. We applaud these Achievement Award-winning counties for outstanding efforts to improve residents’ quality of life.”

Nationally, awards are given in 18 different categories that reflect the vast, comprehensive services counties provide. The categories include children and youth, criminal justice, county administration, information technology, health, civic engagement and many more.

NACo will recognize award-winning counties at its 2017 Annual Conference and Exposition July 21-24 in Franklin County, Ohio.

Started in 1970, NACo’s annual Achievement Award Program is designed to recognize innovative county government programs. Each nominee is judged on its own merits and not against other applications received.

The national Association of Counties (NACo) unites America’s 3,069 county governments. Founded in 1935, NACo brings county officials together to advocate with a collective voice on national policy, exchange ideas and build new leadership skills, pursue transformational county solutions, enrich the public’s understanding of county government and exercise exemplary leadership in public service. Learn more at www.naco.org.



Kathy White <kathyw@co.wasco.or.us>

Fair Board Member

kay tenold [REDACTED] >
To: Kathy <kathyw@co.wasco.or.us>

Fri, Apr 28, 2017 at 5:11 PM

Hi, Kathy, thought I should notify you that since Randy Seibel had submitted a application as a new board member he attended our meeting Monday night. The Board voted a recommendation that he be appointed to the board. He has been our Demolition Derby superintendent for a number of years and he

also was a 4H member and showed swine for years at the Fair. He is familiar with how the board works. He has his own construction company and the board felt that he would be an asset to the fairgrounds. Thank You, Kay

State: Oregon

Project Number/Name: OR WASCO 102(1) / Wamic Market Road and Ramsey Creek Overlay

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

And

Wasco County

Purpose of Agreement:

The purpose of this agreement is to document the intent of Wasco County to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to Perform road prep work including sweeping, cleaning, and crack sealing, place 2" asphalt overlay, replace sub-standard guardrail, add shoulder material and install new Chevron-type warning signs and apply new pavement markings. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming the under the Oregon State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non- Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by Wasco County and other agencies that have committed to the project in subsequent agreements. The forms of match *shall* be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' *and as approved by FHWA*. In the state of Oregon, the match rate is 10.27% of the total project cost.

The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with Wasco County to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

**Federal Lands Access Program
Match Agreement**

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

- Wasco County

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)
Wasco County	100%	<u>10.27%</u> 10.27%

Wasco County is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP applications was \$ 106,551. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

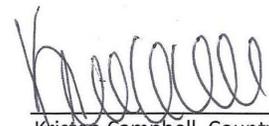
Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

APPROVED AS TO FORM:

**U.S. Department of Transportation Federal Highway Administration
Western Federal Lands Highway Division, FHWA**



Kristen Campbell, County Counsel

Approved By:

Dan Donovan, Director of Program Administration

Date

Wasco County

Approved By:

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

Date

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

Project Name: Abatement Assistance and Recycling Program

DEQ Agreement # 121-17

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

Recipient Data	DEQ Data
Grant Administrator: Angie Brewer, Planning Director	Grant Administrator: Jamie Jones, Natural Resource Specialist IV
Organization: Wasco County <u>Planning County, Planning</u> Department Code Compliance Program 2705 E Second Street The Dalles, OR 97058	Department of Environmental Quality 400 E. Scenic Drive, Suite 307 The Dalles, OR 97058
Phone: (541) 506-2566 E-mail: angieb@co.wasco.or.us Taxpayer ID#: 93-6002315	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 the last party signs it or, if approval by the Oregon Department of Justice ("ODOJ") is required, on the date it has been approved by ODOJ, whichever comes later. Recipient agrees to complete the Project by **May 31, 2018** ("Project Completion Deadline"). Unless earlier terminated or extended, this Agreement expires on **July 31, 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 documents comprising this Agreement are listed in the first sentence of this Section 2 from highest to lowest precedence.
- 3. Grant Funds; Match.** The maximum, not-to-exceed amount that DEQ will pay to Recipient hereunder is no more than **100%** of total Project costs may be paid with Grant moneys.
- 4. Disbursements; Expenses. \$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.

(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 that is the earlier of the Expiration Date or ninety (90) days after the completion of the Project ("Availability Termination Date"). 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 that 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 to June 30) must be received no later than fifteen (15) days after 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: **Grant Administrator, Angie Brewer, Planning Director, Wasco ~~County~~ Planning County, Planning Department, Code Compliance Program, 2705 E Second Street, The Dalles, OR 97058.**

DEQ will withhold up to **20%** of total Grant funds for the Project until Recipient has submitted, and 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 4(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) approved per diem rates, which 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 class airfare.

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 ~~non-profit organization~~ 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 actions 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 obligations 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 seven hundred fifty thousand dollars (\$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) If applicable to the Project, 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 disbursements under this Agreement;

(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 execution of this Agreement and, should any of such representations and warranties no longer be true or applicable prior to the date of Grant

disbursement, Recipient will immediately notify DEQ of such change, upon which notification DEQ will determine whether such change presents a material impediment to DEQ's authorization to make disbursements under this Agreement.

8. **Project.** Recipient agrees to complete the Project described in Exhibit A ("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 of the conditions set forth in Sections 7(a) or 7(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 (5) 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 semi-annual Project Progress Reports to DEQ within six (6) months of the start of the grant project and every six (6) months thereafter, until a submission of a Final Report due 30-days after Project's completion or no later than **June 30, 2018**. 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 development that significantly impacts 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 of the situation, along with any assistance Recipient may require to do so.

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 are authorized to make excerpts, transcripts and copies of same in their sole discretion. 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 the term "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, DEQ, and their officers, employees, and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, 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 defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to 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 Indemnitee shall, in all

instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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 by Recipient made 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 to pay, 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 as 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, Recipient's debts; (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 17(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 17(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 are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.

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, postage prepaid; or 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 shall 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 written consent of DEQ.

23. Survival. Sections 5, 9, 11, 14, 15, 22, and 23, and all other provisions that by their terms are meant to survive, shall survive the termination of this Agreement.

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 party unless such party is identified individually by name herein and is described expressly 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 the administration 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.
- 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 all exhibits and attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no other 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 – Wasco ~~County Board~~ County, Planning Department Code Compliance Program:

Rod Runyon, Chair, Wasco ~~County Board~~ County, Board of County Commissioners _____ Date

Scott Hege, Commissioner, Wasco ~~County Board~~ County, Board of County Commissioners _____ Date

Steve Kramer, Commissioner, Wasco ~~County Board~~ County, Board of County Commissioners _____ Date

AGREED BY DEQ:

Wendy Wiles, Environmental Solutions Division Administrator _____ Date

Index-PCA-Proj. Mark Brown, Financial Services Manager _____ Date

Exhibit A

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE; PAYMENT TERMS	
Project Name: Abatement Assistance and Recycling Program	DEQ #: 121-17
Recipient: Wasco County Planning County, Planning Department, Code Compliance Program	

BACKGROUND

Wasco [County Planning](#) [County, Planning](#) Department, Code Compliance Program (Recipient) often has code compliance cases with significant accumulations of scrap metal, appliances, household trash, and construction materials. The Recipient 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, Recipient 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

Recipient 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 Recipient 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 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 below. 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.

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](#) [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.

BUDGET

Budget	DEQ NTE Grant Amount
Personnel Services	\$0
Professional Services (juvenile crew services)	\$8,172.00
Capital Equipment (pickup truck, trailer)	\$35,450.00
Services and Supplies (supplies, bins, etc.)	\$2,500.00
Total	\$46,122.00

DEQ will reimburse Recipient up to the not to exceed (NTE) amounts identified the project budget above. The budget may vary between line items only if the Recipient obtains advanced written approval from the DEQ Grant Administrator.

REPORTING TASKS

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

Task 1: Submission of semi-annual Project Progress Reports to DEQ.

- Submit semi-annual Project Progress Reports to the DEQ within six (6) months of the start of the grant project, and every six (6) months thereafter, until the Final Report is submitted. The report must contain information as outlined on attached Exhibit C.

Task 2: Submission of Final Report to DEQ.

- Submit a Final Report to DEQ no later than 30-days after project completion or no later than **June 30, 2018**. The Final Report will contain information as outlined 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 <u>County, Planning</u> Department, Code Compliance Program	DEQ Grant Agreement # 121-17
Project Name: Abatement Assistance and Recycling Program	DEQ Grant Administrator: Jamie Jones
Recipient Address: 2705 E Second Street The Dalles, OR 97058	Report Period From: To:
Recipient Grant Administrator: Angie Brewer, Planning Director Phone: (541) 506-2566	Grant Amount: \$46,122

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 the 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 (30) days before the Expiration Date of this Agreement and 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 explaining 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 five thousand dollars (\$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.