



## AGENDA: REGULAR SESSION

WEDNESDAY, JANUARY 17, 2018

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE, RM #302, 511 WASHINGTON ST, 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.*

<b>09:00 a.m.</b>	<p><b>CALL TO ORDER</b>            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.  <b>Corrections or Additions to the Agenda</b>  <a href="#">Discussion Items</a> (<i>Items of general Commission discussion, not otherwise listed on the Agenda</i>)  <a href="#">Kramer Field Lease</a>; <a href="#">Waste Connections Ground Lease</a>; <a href="#">Building Codes Lease</a>; <a href="#">Finance Report</a>;  <a href="#">Forest Collaborative Appointments</a>; <a href="#">School Week Proclamation</a>; <a href="#">NeoPost Pricing and Contract</a>  <b>Consent Agenda</b> (<i>Items of a routine nature: minutes, documents, items previously discussed.</i>)  <a href="#">Minutes: 12.27.17 Regular Session</a></p>
<b>9:30 a.m.</b>	<a href="#">Supplemental Budget Hearing</a> – Mike Middleton
<b>9:40 a.m.</b>	<a href="#">Sheriff’s Report and Position Request</a> – Lane Magill
<b>9:55 a.m.</b>	<a href="#">HB2017 – ODOT Transit Funding Update</a> – Theresa Conley
<b>10:10 a.m.</b>	<a href="#">MCEDD – Transportation Agreement</a> – Amanda Hoey & Theresa Conley
<b>10:20 a.m.</b>	<a href="#">Community Corrections Mobile Device Lease</a> – Fritz Bachman
<b>10:30 a.m.</b>	<a href="#">Harding House Repairs and Jail Remodel Updates</a> – Fred Davis
<b>10:45 a.m.</b>	<a href="#">Community Planning Assistance for Wildfires</a> – Will Smith
<b>11:00 a.m.</b>	<a href="#">Youth Think – Tier 3 Grant Agreement and Application</a> – Debbie Jones
<b>11:15 a.m.</b>	<a href="#">Columbia Gorge Fruit Growers Presentation</a> – Mike Doke
<b>11:30 a.m.</b>	<a href="#">Funding for Central Oregon Animal Friends</a> – Tyler Stone

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



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JANUARY 17, 2018

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

STAFF: Tyler Stone, Administrative Officer  
Tawny Cramer, Office Manager

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

Changes to agenda:

- Discussion List Deletions
  - School Proclamation Letter
- Discussion List Additions
  - Press Release regarding wolf sightings in Wasco County

**Discussion List – Kramer Field Lease**

Northern Wasco County Parks & Recreation's Executive Director Scott Baker presents the Kramer Field Lease. The lease essentially mirrors the previous lease. The lease is between Wasco County and Northern Wasco County Parks and Recreation and outlines the responsibilities of both parties and any other parties who may use the site. Mr. Stone explains we need to have this in place to address recreational immunity, insurance and to also outline what the relationship is. Mr. Baker notes that one change is the lease is automatically renewing, which it was not before. He goes on to explain the auto-renewal does not change the ability to end the lease, it is meant to avoid another lapse between lease agreements. Commissioner Runyon states he had noticed a handful of things while reviewing the document with Mr. Stone. Commissioner Runyon notes if either party wished to terminate the agreement it would require 18 months prior written notice. He would also like the Public to know Wasco County is not charging anything for the lease. He also had a concern regarding the parties who will be using the ball field

site. Commissioner Runyon explains when an agreement is being made between a recreational group and NWCP&R a copy of the parties insurance should always be provided to Wasco County as well.

Vice-Chair Hege comments he had heard AYSO was no longer using the fields because they are too expensive and was curious what the costs actually are. Mr. Baker explains that Northern Wasco County Parks and Recreation has a \$5.00 dollar fee per child, per season. That cost is meant to counterbalance the cost of the extra mowing and the cost of portable toilets. Mr. Baker adds Parks and Rec. reached an agreement with the coach of Gorge Soccer League to help make the field use more affordable.

In addition NWCP&R is budgeting \$6,000 for new irrigation and installing new sprinklers.

**{{{Vice-Chair Hege moved to approve the proposed lease for Kramer Field. Commissioner Runyon seconded the motion which passed unanimously.}}}**

Discussion List – Waste Connections Ground Leases

A designated representative for Waste Connections presented two leases, one for The Dalles location and one for the Hood River location. Nothing within the leases has changed, both leases are the same. Commissioner Runyon asks if the building in Hood River is an old one. It is explained that is a permanent locker with a canopy that can be dismantled, which does 2-1 the material collection compared to The Dalles location but is not an old location. Waste Connections is working with Tri-County and has allotted \$6,000 to install more lighting for safety purposes as well.

**{{{Commissioner Runyon moves to approve the Hood River Waste Connections Lease. Vice-Chair Hege seconds the motion, which passes unanimously.}}}**

**{{{Vice-Chair Hege moves to approve The Dalles Waste Connections Lease. Commissioner Runyon seconds the motion, which passes unanimously.}}}**

Discussion List – Building Codes Lease

The Building Codes Lease Agreement is outlined as the State will agree to rent just over 1000 sq. ft. in the Wasco County Public Works Building in the current Weedmaster's Office. On February 1, 2018, MCCOG will cease Building Codes

operations and the State Building Codes will temporarily take over responsibility at the new location. In conjunction with Wasco County Planning, Public Works, Weedmaster and Watermaster, the State Building Codes official, Rex Turner will work to find a solution for fitting everyone in the space.

There were some adjustments made from the original draft such as the term changed to two years. Also, the square footage of the conference room was calculated, divided in thirds and a slight rent increase was implemented to accommodate their usage of that room. Mr. Turner explains they would like to take occupancy next Wednesday, January 24<sup>th</sup>, if the agreement is approved.

Mr. Stone asks the Board to approve the lease to form or give him the approval to sign on their behalf while we wait to get the document finalized. Mr. Turner thanked the Board and Wasco County.

Vice-Chair Hege asks Mr. Turner where the Wastermaster is going to be relocated to, in the same building? It may be arranged that he is moved in Household Hazardous Waste of the Surveyors space. Mr. Turner thanks Ms. Angie Brewer and Mr. Arthur Smith for being helpful and flexible.

**{{{Vice-Chair Hege moved to approve the State Building Codes Lease in addition to give Mr. Stone the authorization to sign the document once it has been finalized. Commission Runyon seconded the motion, noting the couple changes, which passed unanimously.}}}**

Discussion List – Finance Report
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Finance Director Mike Middleton presented the Financial Report and Reconciliation Reports, which we reviewed by Wasco County Treasurer Elijah Preston and Mr. Stone.

Mr. Middleton begins with the General Fund. It would appear there is more revenue is property taxes than anticipated by only slightly, they are on target. Departmental revenues are down \$28,000 which is a matter of receipt dates and how they were recorded. Certain revenues were recorded in the previous fiscal year, roughly \$120,000. Planning revenues from fees and permits were more than anticipated by 30%. The Museum's revenues are less than last year but last year's revenues included a grant that made a difference in those figures.

The transfer from Community Corrections to NORCOR has been eliminated. The advertisement cost for the Fair Fund was considerably more than last year and that will need to be further addressed. Also the utilities charges for the Fairgrounds are much higher than anticipated, which is concerning to Mr.

Middleton. The Fair Fund will need to be reviewed with the Board in a few areas.

Chair Kramer calls a recess at 9:27 a.m. Meeting reconvenes at 9:38 a.m.

**Discussion Item – NeoPost Contract**

County Clerk Lisa Gambie presented a new lease negotiation for the NeoPost machine housed in the Clerk's Office. Ms. Gambie explains the previous agreement for the postal machine was signed 4 years ago, this is very similar but the current price is slightly lower at \$19k. The new term will be 5 years and because the lease offers similar equipment there will be no need for staff training.

**{{{Commissioner Runyon moves to approve the NeoPost Lease Agreement and Purchase Order for equipment as presented. Vice-Chair Hege seconded the motion, which passes unanimously.}}}**

**Agenda Item – Supplemental Budget Hearing**

Mr. Middleton presented the Supplemental Budget Request. The funding for 911 Operations is facing a shortfall due to The Dalles not budgeting the full increase needed. This shortage is \$62,042. A transfer from the 911 reserve fund will cover the shortage for now.

The purchase of the 911 consoles was originally budgeted to make a down payment of \$150,000 out of fiscal year 2017 funds. This did not happen so as a result the Beginning fund was higher than anticipated. The payment will be made out of this year and the intent is to drain the reserve fund. The remaining balance of the consoles is paid by the General Operating Reserve fund as a loan to the 911 Communications fund to be repaid in fiscal year 2019.

Hearing no questions from the public;

**{{{Vice-Chair Hege moves to approve Supplemental Budget Resolution 18-001. Commissioner Runyon seconded the motion, which passes unanimously.}}}**

**Agenda Item – Sheriff's Report and Position Request**

Wasco County Sheriff Magill opens with his monthly report; he says it important for everyone to stay on the same page. Training for the new 911 radios will be starting this week. Annual service contracts are also being reviewed.

911 is working on the budget, there have been conversations about going back

to a 911 Board as well. Consolidation is also a concept that is being discussed; Chief Ashmore is working on a task force to decide how to move forward.

Community Corrections is trying to fill their two vacant positions. Bridges to Change is continuing to be very successful. Despite the unrest from the neighbors in the beginning, there was recently a letter sent to the editor of The Dalles Chronicle expressing the surprise at how great a success it has turned out to be. They are looking into another program through Bridges to Change that would give the opportunity to have housing for women and families.

The Sheriff's Office is down four positions from injuries and FMLA. Three sergeants are using FMLA and another deputy is out until the end of August but is on light-duty. The team is so shorthanded Sheriff Magill explains he had to put one of his narcotics officers on patrol. Additionally, there is a new training committee that is in full swing, this is a new committee so it is a big undertaking. Chris McNeel is beginning his transition to his new Codes Enforcement Position.

Sheriff Magill goes on to explain his department has another deputy that is in the background check process with another agency, which will create another opening. In other news, he has hired the National Testing Network to do all the pre-hire testing, which will cost about \$500 per new hire. This is a significant cost savings considering it usually costs from \$700 to \$1,000. The City of The Dalles and OSP use the same company for their testing and have had good things to say.

Sheriff Magill moves to his next topic; his desire to have a lateral deputy position opened. He is not asking to add an additional staff member, just to make one of the current openings a lateral position. A lateral position requires a minimum of three year's experience and that would significantly reduce the cost of on-boarding a new hire.

It will be more difficult to fill the position this way but Sheriff Magill believes the benefits are worth it. He explains when an agency hires a deputy they are responsible for the first three years of training. This would take the training time from four to six months.

Commissioner Runyon asked the Sheriff if there were specific qualities he was looking for in candidates to fill his vacant position. Sheriff Magill responded finding someone who was bi-lingual or a female would be ideal and valuable.

**{{{Commissioner Runyon moved to approve the Sheriff's position request.**

**Vice-Chair Hege seconds the motion, which passes unanimously. }}**

**Agenda Item – HB2017 – ODOT Transit Funding Update**

Ms. Theresa Conley from ODOT the Region 4 Transit Coordinator presents an update on funding for HB2017. Ms. Conley begins by discussing the STIF funding, and the new payroll tax to be added to it which consists of 1/10<sup>th</sup> of 1% on the dollar. Nearly all employees will be subject to this tax, tribal members are not however.

Every agency will receive a minimum of \$100k a year and beginning in 2019 Wasco is estimated to receive \$500k. The funding flowing through Wasco County should be spent according to local processing. A committee would most likely need to be formed to decide on distribution. The only eligible parties for this money would be transportation entities.

The County will need to bring a list of projects to ODOT, and the committee should be set-up to review and advise on those funds and projects. Ms. Conley explains the Special Transportation Committee already meets the requirements.

Vice-Chair Hege asks where the rules are listed. Ms. Conley responds that ODOT is working through the rule-making process and more information can be found at [www.oregon.gov/ODOT/RPTD/Pages/STIF.aspx](http://www.oregon.gov/ODOT/RPTD/Pages/STIF.aspx). ODOT is also accepting public comments regarding this matter.

Ms. Conley continues to say they will use a formula plan that was adopted a year or two ago for the formula funds that will be available January 1, 2019. That plan will need to come up for review, it will be important to utilize things we already have in place. Mr. Stone expresses his opinion that the Transportation Committee should take on these responsibilities and that we shouldn't develop an additional committee. Mr. Stone and Commissioner Runyon sit on the Transportation Committee and he would rather not dilute resources.

The Board thanks Ms. Conley for her time.

**Agenda Item – MCEDD – Transportation Agreement**

MCEDD Executive Director Amanda Hoey presents the Board with a draft version of the MCEDD Transportation Agreement. This agreement is meant to be a replacement for the previous agreement with MCCOG. The agreement outlines MCEDD's intent to deliver services to seniors, low income individuals and the general public. County Counsel Kristen Campbell will take a look at some of the insurance language to be sure the Board is satisfied.

Mr. Stone offers his recommendation to the Board to approve the agreement with possible changes.

**{{{Commissioner Runyon makes a motion to approve the MCEDD Transportation Agreement along with possible changes to the insurance verbiage. Vice-Chair Hege seconds the motion, which passes unanimously.}}}**

The term of the agreement is 2 years and will need renewal on June 30, 2019.

Ms. Hoey adds the transition of the transportation responsibilities from MCCOG has been moving smoothly. MCEDD is currently looking at opportunities that would bring in matching dollars for the STIF funds.

**Agenda Item – Community Corrections Mobile Device Lease**

Community Corrections Manager Fritz Bachman addresses the Board explaining Community Corrections would like to join the remote device list that is being managed by State IT. Mr. Bachman explains his staff and himself are unable to access their calendars and email when away from the office. The State is getting together a mechanism to offer that access to rural counties. The devices themselves are acquired, managed and distributed by State IT. This IGA is to establish the ability to have that access and to lease the devices. In total, nine counties are involved in this agreement.

Each county would pay 1/9<sup>th</sup> of the cost of the lease. Then Community Corrections would pay a monthly fee estimated to be \$40 dollars a month. This would give Mr. Bachman's Dept. access to all their State resources.

Commission Hege questions why Community Corrections uses the State for their calendars, email and information access. Mr. Ferguson explains it would be a very large project to move them to County software but it can be done. Mr. Stone recommends Community Corrections continues to use the State for their access concerning the sensitive information.

Ms. Nichole Biechler questions who would be issued these mobile devices. Mr. Bachman states it would begin with himself only and eventually the other devices would be issued out to staff. The State has an approval process for each that is issued a device.

Mr. Stone points out Mr. Bachman will need to work with HR to get a signed Use Policy, and possibly a confidentially waiver.

**{{{Vice-Chair Hege moves to approve the agreement joint Counties and**



**State IT to lease mobile devices to gain access to State information.**

**Commission Runyon seconds the motion.** *Discussion occurs with instructions to Mr. Bachman to keep the devices to the most minimal possible. The motion passes unanimously.}}*

**Agenda Item – Harding House Repairs and Jail Remodel**

Facilities Manager Fred Davis addresses the Board in regards to the Harding House repairs and recently received bids. Considering the discussions during a January 11, 2018 work session, it is Mr. Davis' opinion to reject the bid that was received. Due to the cost being much higher than anticipated he thinks it is best to refocus on the jail space and move forward with utilizing the Harding House as-is.

**{{{Vice-Chair Hege makes a motion to reject all bids for the Harding House. Commissioner Runyon seconds the motion, which passes unanimously.}}}**

Mr. Davis' second request is to refocus his efforts on the jail space. He would like to treat it as a design-build project. He will also start to move into the Harding House.

**{{{Commissioners Runyon makes a motion to start searching for a contractor to discuss jail architecture and to also move into the Harding House. Vice-Chair Hege seconded the motion, which passed unanimously.}}}**

**Agenda Item – Community Planning Assistance for Wildfires**

Planning Director Angie Brewer presents to the Board in place of Senior Planner Will Smith. Ms. Brewer gives reference to Mr. Smith's background in Wildfire Prevention, which has been very helpful during this process. She goes on to explain Wasco County has a Community Wildfire Protection Plan and Mr. Smith currently has been using it to work closer with the fire department for grants and resources. Mr. Dan Hammel with MCF&R and Mr. Smith applied for a CPAW grant and have received it; Wasco County was one of only eight recipients across the country to do so. This grant helps provide assistance to the County by granting access to facilitators, mapping and training. The timeline for the grant is one year, although Ms. Brewer explains they can request an extension.

The assistance could be very helpful and, with no strings attached, a great opportunity. The County is not obligated to any matching funds or any other

obligations. The CPAW program will reimburse the County for travel and lodging costs for the training conference that will be needed.

The Board gives kudos to Mr. Smith for looking out for the County's needs and best interests. Ms. Campbell expresses no concerns with the agreement.

**{{{Vice-Chair Hege moves to approve the CPAW grant agreement. Commissioner Runyon seconds the motion, which passes unanimously.}}}**

**Agenda Item – Tier 3 Grant Agreement and Application**

Prevention Coordinator Debbie Jones with Youth Think presents to the Board. Ms. Jones explains the agreement she has brought before the Board is old news, as it took the State quite some time to get the contracts to her. She has discussed this grant agreement with the Board previously and has been working on it since July 2017.

The Community-Based Coalition Enhancement Grant is a grant that was received by Youth Think roughly 18 months ago. The grant focuses on 8<sup>th</sup> graders to expand social and emotional learning. Youth Think is looking to expand their current program with the help of this grant. This grant will help Youth Think to be more evidence based in their methods and help to tie into Ms. Molly Rogers work with youth crime prevention.

**{{{Commissioner Runyon moves to approve the grant agreement, hearing no concerns from legal counsel. Vice-Chair Hege seconds the motion, which passes unanimously.}}}**

Ms. Jones has a second request for approval to present to the Board. The second request is a Tier 3 grant application. This grant is a federal grant which she is still in the process of completing the application for. Ms. Jones explained she wanted to get a formal approval from the Board before continuing the process. She goes on to explain this grant is very similar to the STOP grant, to help combat underage drinking, which they did not receive. Instead of underage drinking, however, this grant is more focused on opiate abuse. The grant gives the County the potential to be awarded

Ms. Jones further informs the Board this grant would not require any matching funds and no additional staff would be required. This grant would greatly aid in growing resources and efforts to get in front of the youth opioid addiction.

**{{{The Board reaches a consensus. They encourage Ms. Jones to continue on with the grant writing process. }}}}**

**Agenda Item – Columbia Gorge Fruit Growers Presentation**

Mr. Mike Doke with Columbia Gorge Fruit Growers comes before the Board seeking a letter to oppose an OSHA imposed rule that requires worker housing to be vacated while spraying inside 150 ft. This is problematic for several reasons. He believes it heightens the chance of exposure if workers return too quickly. Spraying is usually done at night which would mean displacing hundreds of families in the middle of the night. As early as a year ago, public hearings were held and the consensus was those affected should use shelter-in-place while spraying is occurring. OSHA, examined that set back more even though 80 out 87 comments in Public Hearing favored shelter-in-place.

Mr. Doke has presented the Board with a form letter today. The letter is a form letter from Eugene to encourage them oppose the idea a vacating & approval of that 150 ft. set back white sheltering-in-place.

Mr. Bob Bennet, Hood River Commissioner addresses the Board stating Hood River has already submitted their letter of approval of 150 ft. There is no physical or scientific analysis to prove that vacating is more helpful to health.

Ken Polehn and Dean McAllister also speak in front of the Board and are encouraging to keep 150 ft. setback and shelter-in-place. Discussion continues to explain to the Board the many reasons and ways that stricter would hurt their farming and how vacating worker housing would displace workers in the early morning and cause far more problems.

**{{The Commissioners come to a consensus to support and sign the letter opposing stricter setbacks and opposing changing to vacating workers rather than sheltering in place while pesticides are being sprayed. The Board encourages concerned parties to contact their new local legislator as well.}}**

**Agenda Item – Funding for Central Oregon Animal Friends**

Mr. Steve Drynan attends the BOCC meeting to discuss funding for Oregon Animal Friends. Mr. Stone explains to the Board that the proposal is concerning the Home at Last Animal Shelter and the participation that Wasco County has in that shelter. Mr. Stone continued to speak to the Board and audience about the historic timeline of Wasco County's involvement.

Mr. Stone says there have been many stops and starts over the years with Home at Last. Many years ago Wasco County was asked by Home at Last to help start the organization. Wasco County agreed to help get the organization up and running which ended up with Wasco County substantially funding HAL, which had not

been the intent. So Wasco County and Mr. Stone made the necessary changes to get out of the animal control business. These things consisted of deeding the building to HAL and gave the City an animal control vehicle to use. Wasco County also offered the help of our youth work crews.

A few weeks ago Home at Last came to Ms. Julie Krueger and Mr. Stone asking for funding and said they had 2 weeks of operating cash and will be closing thereafter. There seemed to be an expectation that the City and the County would restart funding.

Years ago Mr. Drynan was the Director of HAL but decided to go to Central Oregon and has been running a successful shelter there for the last several years. When Mr. Drynan heard about HAL's current struggles, he came to Mr. Stone with a proposal to take it back over with Central Oregon Animal Friends. Mr. Stone explained it was not his decision but the HAL Board's but he would be happy to help get everyone to the table.

Just after New Year's, representatives from Central Oregon Animal Friends and HAL met to put a proposal together. The HAL Board met and approved the proposal and concept, it was all received well. Part of the proposal included both Wasco County and City of The Dalles giving a one-time payment of \$25k and Wasco County would re-deed the building and land to them just as they had done with HAL.

The City of The Dalles was presented the proposal as well. Again, all was received well, and the City agreed to make the one-time payment of \$25k contingent on the County agreeing to do the same. Mr. Stone's recommendation to the Board is to make one-time \$25k.

**{{{Commissioner Runyon moves to approve the one-time payment of \$25k to the Central Oregon Animal Friends. Vice-Chair Hege seconds the motion, which passes unanimously.}}}**

**Agenda Item – Enterprise Zone Agreement**

Enterprise Zone Manager Mathew Klebes with the City of The Dalles presents his application packet with Barepoint by Astro. Mr. Klebes explains Holiday Inn Express will be building a new hotel on 6<sup>th</sup> street. This hotel, once complete will implement 40 new jobs to the area. The Powder Pure abatement is similar to this one. The new major components are wage requirements. A proposal can come before the commission at the end of the third year for sweat equity; community service fee would still have to be paid if not approved at that point. If they are able

to fulfill the wage requirements they will be able to get the exemptions at 3 years. If they are not able to meet the compensation for the whole 5 years they lose the abatement from 4 and 5 years. All Commissioners think everything sounds good.

**{{(Vice-Chair Hege moves to approve the abatement agreement as proposed. Commissioner Runyon seconds the motion. The motion passes unanimously. )}}**

Mr. Klebes will be sending out reporting reminders as needed.

**Agenda Item – Response to State Building Codes  
Request/Discussion/Decision**

Mr. Rex Turner is here representing the State Building Codes Division. Considering the compressed timeline of MCCOG dissolving, not receiving favorable responses to the proposal and the drop dead date being January 31, 2018 the State will be taking temporary assumption of the program. Wasco County has requested they take custody on February 1, 2018. The State has requested that we respond to the letter sent regarding a need for a specific time period for the assumption. Each individual County will need to respond to that letter separately and each County has 30 days.

Mr. Turner states he feels Wasco County was proactive in trying to reach an agreement with neighboring Counties but was unable to do so. The State understands the timeline was too tight for Wasco County to take over the program ourselves and the State will try to disrupt things as little as possible. Mr. Turner has advertised the available positions and contacted MCCOG employees to inform them of the positions as well. At least one employee from MCCOG is applying.

There may be a few changes as the staffing will be much smaller. Plans will probably have to go to Pendleton or Salem for review is the main difference. The State would like to do another meeting on February 1<sup>st</sup> or sometime at the end of January to allow the public to ask questions.

Mr. Chad Smith inquires if Mr. Turner has a grasp on the projects already going on. Mr. Turner assures him his staff will do everything they can to keep a steady pace with things already in the works.

Tim Brown is concerned the takeover date is only two weeks away. MCCOG is already struggling with inspections. What is the measure of holding up progress? Mr. Turner explains at the next meeting he will have contact information out for

the State staff so everyone one in need of an inspection or is waiting for one has someone to check in with for timelines. Commissioner Runyon points out to the public; the State is offering the only solution. The major concern was to keep an office here and that was accomplished.

Mindy McHale states she doesn't understand why the County isn't taking over Building Codes. Mr. Stone explains we cannot skirt the appropriate processes for a situation like this. The County is doing its best to find a solution that makes everyone happy and is moving as quickly as possible.

Mike Warner who is speaking as a private citizen, not a contractor, would like to know if inspections will be available 4 days a week like last year. Mr. Turner is not able to answer that question currently. The electrical inspector is that will be supporting this office is out on leave right now. He will have to see how things progress.

Wayne Lease says the only problem is no one is reading the administrative rules and statute of limitations. In Oregon if you go get an electrical permit, the person who buys the permit has not been represented. If the fee is supposed to be used for the purpose that is was collected, the money belongs to the people. The Commissioners assure Mr. Lease there will be a public meeting. They also all agree that Mr. Lease's topic is not what is being discussed here today. Mr. Lease is welcome to come another time.

Tim Brown asks what the State law for inspection times is. Mr. Turner will have to follow up with that at the next meeting.

Mr. Stone assures everyone there will be an additional Building Codes meeting to further ask questions. Please watch on the Wasco County website for that date, there will also be a press release. Mr. Stone asks the Commission for direction in answering the State's letter. He tells the Board he is going to ask for a year.

Commission Hege expresses some concern about pushing it too far out and it not being on the front burner. He also wants to attempt to talk to the City and do this together. Mr. Stone adds that MCCOG will be closing out their books by early May.

<b>Discussion Item: Forest Collaborative Appointments</b>
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**{{{Vice-Chair Hege moves to approve Appointment 18-001, Commissioner Runyon seconds the motion which passes unanimously. }}}}**

**{{{Vice-Chair Hege moves to approve Appointment 18-002, Commissioner**

**Runyon seconds the motion which passes unanimously.}}**

**Consent Agenda**

**{{{Vice-Chair Hege moves to approve the Consent Agenda which includes minutes. Commissioner Runyon seconds as presented and the motion passes unanimously.}}}**


**Wolf Press Release**

US Fish and Wildlife have been in contact with Commissioner Kramer and are willing to meet with the Board to help move forward with this new information. At least two wolves have been spotted in south Wasco County. ODFW will be working with growers and producers on non-lethal options of control. Commissioner Kramer will be looking at available funds for depredation.

Chair Kramer called the meeting to a close at 1:37 p.m.

Wasco County  
Board of Commissioners

  
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Steven D. Kramer, Board Chair

  
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Scott C. Hege, Vice-Chair

  
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Rod L. Runyon, County Commissioner



11:45 a.m.	<a href="#">Enterprise Zone Abatement</a> – Matthew Klebes
12:00 p.m.	<a href="#">Response to State Building Codes Request/Discussion/Decision</a> – Tyler Stone
	<b>EXECUTIVE SESSION IF NECESSARY</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

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





## DISCUSSION ITEMS

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[KRAMER FIELD LEASE](#)

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[WASTE CONNECTIONS GROUND LEASE](#)

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[BUILDING CODES LEASE](#)

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[FINANCE REPORT](#)

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[FOREST COLLABORATIVE APPOINTMENTS](#)

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[SCHOOL WEEK PROCLAMATION](#)

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[NEOPOST PRICING AND LEASE](#)

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## DISCUSSION ITEM

**Kramer Field Lease**

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[LEASE AGREEMENT](#)

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## LEASE

THIS LEASE is entered into by and between the County of Wasco, an Oregon political subdivision ("County") and Northern Wasco County Parks and Recreation District, an Oregon Park and Recreation District ("District"), collectively the "Parties" and individually a "Party."

### RECITALS:

- A. County owns unimproved real property in Wasco County as described on **Exhibit A** and shown on **Exhibit B** and commonly known as "Kramer Field" (the "Property").
- B. District has been operating and maintaining a park for recreational purposes for the benefit of all citizens of Wasco County pursuant to various leases between District and County since on or around September 4, 1991.
- C. The most recent said lease between the District and County has expired and the Parties have treated it as extended with full force and effect since that time (see **Exhibit C**).
- D. The Parties desire that District continue to operate and maintain a park for recreational purposes for the benefit of all citizens of Wasco County and in accordance with generally accepted parks and recreation management practices on the Property.
- E. The Parties desire to memorialize the ongoing terms of use of the Property through this Lease.

IN CONSIDERATION of the following covenants, the Parties agree as follows:

- 1. County leases to District and Districts leases from County the Property pursuant to the terms of this Lease.
- 2. The Lease shall commence upon execution of this Lease and shall terminate August 31, 2023. This lease shall automatically renew at the end of the term or any renewed term for a period of 5 years. However, on not less than eighteen (18) months prior written notice, either party may terminate the Lease.
- 3. District shall not be obligated to pay any rent to County during the term of the Lease.
- 4. The Property shall be used for associated recreational purposes only. In connection with the use of the Property, District shall:
  - a) conform to all applicable laws and regulations of any public authority affecting the Property and the use;

- b) take the necessary steps to refrain users of the Property from any activities or noise that would be reasonably offensive to owners or users of neighboring properties or that tend to create a nuisance or damage the reputation of the Property;
- c) not allow any motorized vehicles on the Property except for parking lots and when maintaining and repairing the Property and removing improvements from the Property;
- d) keep the Property neat and clean and free of garbage and trash;
- e) maintain any grass and vegetation on the Property in accordance with all applicable laws;
- f) not place any permanent improvements on the Property without written permission from County; and
- g) maintain all water rights.

5. District shall maintain the Property and be solely responsible for all expenses associated with maintaining the Property. County shall have no responsibility for any maintenance or repair of the Property or any improvements on the Property.

6. The Parties believe there will be no real property taxes or other taxes assessed against the Property. However, if any taxes are assessed against the Property or any improvements on the Property, District shall be solely responsible for such taxes.

7. District shall be responsible to pay any and all charges for any services or utilities incurred in connection with the use, occupancy, operation, and maintenance of the Property, including, but not limited to charges for water, gas, electricity, sewage disposal, power, and garbage.

8. District shall pay when due all claims for work done on and for services rendered or material furnished to the Property and shall keep the Property free from any liens. If District fails to pay any such claims or to discharge any lien, County may do so and collect such amount from District and may terminate this Lease.

9.

- a) To the extent permitted by law, the District shall indemnify and hold County, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities and costs incurred by County which directly or indirectly result from, or arise in connection with, any negligent act or omission of District, its agents, or employees, pertaining to its activities and obligations under this Agreement.

- b) To the extent permitted by law, the County shall indemnify and hold District, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities and costs which directly or indirectly result from, or arise in connection with, any negligent act or omission of County, its agents, or employees, pertaining to its activities and obligations under this Agreement.
- c) The County requires District to carry the general liability insurance limits of no less than \$5,000,000 per occurrence. The County reserves the right to require proof of liability insurance which covers District and its activities. Such insurance must designate the County as an additional named insured.

10. No part of the Property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Property be conferred on any third person by any other means, without the prior written consent of County.

11. Upon expiration of the Lease term or earlier termination, District shall remove all items that have been brought onto the Property during the term of the Lease and return the Property to the condition that existed at the commencement of the Lease unless County instructs District to leave some or all of the items on the Property or leave the Property in the condition existing at the time of termination after removing the items. If District fails to remove items or return the Property to the condition that existed at the commencement of this Lease, County may do so and District shall be responsible for County's costs in doing so.

12. Waiver by either Party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

13. Any notice required or permitted under this Lease shall be given when actually delivered or forty-eight (48) hours after deposited in the United States mail as certified mail addressed to the following address or to such other address as may be specified from time to time by either of the Parties in writing:

To County:  
511 Washington Street  
The Dalles OR 97058

To District:  
602 West 2<sup>nd</sup> Street  
The Dalles OR 97058

14. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover from the other party, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on appeal.

Wasco County Board of Commissioners

Northern Wasco Parks and Recreation

By: \_\_\_\_\_  
Rod Runyon

By: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Hege

By: \_\_\_\_\_  
Steve Kramer

Approved as to form:

\_\_\_\_\_  
Kristen A. Campbell,  
County Counsel

\_\_\_\_\_  
Thomas C. Peachey, NWCPRD Attorney



## DISCUSSION ITEM

### Waste Connections Ground Lease

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[HOOD RIVER LEASE AGREEMENT](#)

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[WASCO COUNTY LEASE AGREEMENT](#)

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## FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (this "First Amendment") is made effective as of January 1, 2018 (the "Effective Date"), between WASTE CONNECTIONS OF OREGON, INC. D/B/A HOOD RIVER RECYCLING AND TRANSFER STATION, an Oregon corporation ("Lessor"), and WASCO COUNTY, OREGON, a municipal corporation of the State of Oregon ("Tenant"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease (as hereinafter defined).

WHEREAS, Lessor and Tenant entered into that certain *Ground Lease*, dated August 3, 2005 (the "Lease"), under which Lessor demised to Tenant the premises commonly known as the Household Hazardous Waste Facility Site in Hood River County, Oregon (the "Premises");

WHEREAS, both Lessor and Tenant desire to amend the Lease to extend the term of the Lease, adjust the rent thereunder, and to otherwise modify the Lease as set forth below.

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the parties agree as follows:

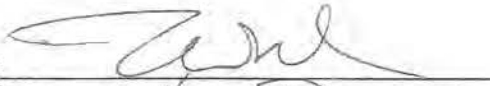
1. Extension of Term. The term of the Lease is hereby extended through 11:59 pm on December 31, 2022.
2. Amendment to Section 4(a) of the Lease. Section 4(a) of the Lease is hereby deleted in its entirety and replaced with the following:
  - (a) Minimum Monthly Rent. Tenant shall pay to Landlord as Minimum Monthly Rent the sum of four hundred sixteen dollars and 66 cents (\$416.66), for a total annual rent of five thousand dollars (\$5,000). The Minimum Monthly Rent shall be payable in advance on the first day of each calendar month during the Term, without any set-off or deduction.
3. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
4. Ratification. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this First Amendment, all references to the term "Lease" and "agreement" in this First Amendment and in the Lease shall include the terms contained in this First Amendment.
5. Conflicting Provisions. In the event of any conflict between the terms of the Lease and this First Amendment, the terms of this First Amendment shall prevail.



IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment on December 13, 2017, effective as of the day and year first above written.

LESSOR:

WASTE CONNECTIONS OF OREGON,  
INC.

By:   
Its: DIVISION VICE PRESIDENT  
Name: JASON W. HUDSON

TENANT:

WASCO COUNTY, OREGON

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Its: Wasco County District Attorney  
Name: \_\_\_\_\_

## FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (this "First Amendment") is made effective as of January 1, 2018 (the "Effective Date"), between WASTE CONNECTIONS OF OREGON, INC. D/B/A THE DALLES TRANSFER STATION, an Oregon corporation ("Lessor"), and WASCO COUNTY, OREGON, a municipal corporation of the State of Oregon ("Tenant"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease (as hereinafter defined).

WHEREAS, Lessor and Tenant entered into that certain *Ground Lease*, dated August 3, 2005 (the "Lease"), under which Lessor demised to Tenant the premises commonly known as the Household Hazardous Waste Facility Site in The Dalles, Oregon (the "Premises");

WHEREAS, both Lessor and Tenant desire to amend the Lease to extend the term of the Lease, adjust the rent thereunder, and to otherwise modify the Lease as set forth below.


NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the parties agree as follows:

1. Extension of Term. The term of the Lease is hereby extended through 11:59 pm on December 31, 2022.
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3. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
4. Ratification. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this First Amendment, all references to the term "Lease" and "agreement" in this First Amendment and in the Lease shall include the terms contained in this First Amendment.
5. Conflicting Provisions. In the event of any conflict between the terms of the Lease and this First Amendment, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment on December 13, 2017, effective as of the day and year first above written.

LESSOR:

WASTE CONNECTIONS OF OREGON,  
INC.

By:   
Its: DIVISION VICE PRESIDENT  
Name: JASON W. HUDSON

TENANT:

WASCO COUNTY, OREGON

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Its: Wasco County District Attorney  
Name: \_\_\_\_\_



## DISCUSSION ITEM

### Building Codes Lease

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[NO DOCUMENTS SUBMITTED – RETURN TO AGENDA](#)

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## DISCUSSION ITEM

### Finance Report

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[DECEMBER REPORT](#)

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[DECEMBER FINANCIALS](#)

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## Wasco County Financial Report – For December 2017

This report covers through December 2017. The information is unaudited at this point and is subject to adjustments. These reports are created with the intention of aiding management of the County financially but are not final. The current fiscal year has completed five (5) months of the year which means a straight-line assumption of budget execution is 6/12 or 50.0%. This is just a guideline as many revenues and expenses are not uniform month to month.

### Discussion of Revenue

#### General Fund

- Property Taxes are currently \$8,097,036 – this is \$234K more than last fiscal year at this time. The budget execution is at 91.1% compared to 91.5% last year at this time. Tax revenues are up 3% from this time last year.
- The Licenses Fees and Permits for non-departmental are down \$58K over last year. This is due to the timing of receipts. In FY17, due to timing of payments, 13 payments were recorded in the three line items (Landfill License Fee; Solid Waste Host Fee; and Franchise Fees). The revenue that would be expected in July 2017 was received in June 2017. The impact of this recording was \$102K dollars reported in FY17 and not in FY18. If the timing had placed the receipts in FY18, the category would have exceeded the budget by \$43K.
- Intergovernmental Revenue – Non-single audit now exceeds the budget expectation by \$28K.
- The Transfers in are 68.4% of budget execution. The major transfer of Special Economic Development for \$395K has taken place as the revenue was received. The Video Poker dollars have only come in at \$55K as of 12/31/17 so that is all that has been transferred to the General Fund. Based on historical trends, there should be additional funds for transfer to the general fund in January and May.
- The Intergovernmental Revenue – Single Audit is budgeted for \$3,200 for the Taylor Grazing Funds and typically arrives around March so 0% budget execution at this time is expected.
- Planning Licenses Fees & Permits are at 94.0% budget execution vs 60.2% last year at the same time. The year over year increase is \$34K and is all due to the Land Use Permits coming in at \$35K more than last year. The National Scenic Area grant was included in FY17 revenue due to timing and accrual rules. If this had been in FY18 as expected, the General Fund Planning Revenue would be \$35K over last year at this time.
- The District Attorney's Office is at 31.3% of budgeted revenues vs 32.0% last year at the same time. This demonstrates the revenues are on track.

#### Public Works Fund

- Transfers in are at \$195K. This is the balance in the Weed and Pest fund that is being closed out this fiscal year. It less than budgeted, but the budget was an estimate of the remaining balance and set to ensure the ability to bring the Weed and Pest fund to \$0.

- The Weed and Pest Division in Public Works is up to \$48K in revenue. This is 22% of the budget execution. Last year when this was a separate fund, it had received \$62K in revenue by this time. This means revenues are down about \$14K at this time.

#### Fair Fund

- The Fair Fund is now \$17K ahead of the revenue generated at this point last fiscal year. The budget execution (60.6%) is comparable to the last fiscal year budget execution (62.1%).

#### Museum

- Current total revenues are \$20K less than last year (ignoring the beginning fund balance). But part of the revenue in FY17 was due to a one-time grant of \$35K. This means the Museum is currently \$15K ahead of last year when the grant is taken into consideration.

#### Other Funds

- Nothing significant that has not already been reported.

### **Discussion of Expense**

#### General Fund

- Most expenses are within the straight-line spending expectation (50.0%)
- Non-Departmental expenditures are at 96.1% due to nearly all of the scheduled transfers being completed.
- Due to the timing of the holidays, the Norcor payment for January was made on 12/27/17. This is why the budget execution is at 57.7%. It is less than last year by \$118K due to a portion being paid directly out of Community Corrections instead of being transferred in and then paid out.
- Youth Services is running at 55.8% budget execution. This is due to Personnel executing at 56.9%. Materials and services is only 40.3%. This is due to the positions not being correctly budgeted for salary adjustments. (Position Budgeting did not look at steps 8-10 of which Youth Services has one.) Management is watching and may need a budget adjustment before year end.

#### Public Works Fund

- Materials & Services are at 47.8% of budget execution – last fiscal year was 46.3% at the same time. This is \$20K less expense at this time than last year. At the end of November, the difference was \$54K over. This means during the timing of transactions, there has been a \$74K swing in the Department. The department is within the planned budget expectations.
- Public Works is at and overall budget execution of 41.8% for Public Works and 28.3% for Weed & Pest. The overall budget execution is \$59% but this is due to the \$2M transfer to the Road Reserve Fund.

## County Fair Fund

- Current expenses are \$4K more than last year at this point. 70.9% of the budget has been executed compared with 57.6% last year at the same time. Utilities are now at 72.5% of budget execution compared to 44.8% last year at this time. This is an added cost of \$3K – last month it was an additional \$2K so with December we have seen an \$1K increase year over year in December Utilities.
- Advertising and Promotions are over-budget by \$7,013 – budget execution is 187.7%. This is almost \$7K more than last year.
- Additionally, the Contracted Services is at 111.6% of budget execution. This is just over \$1K more than last year at the same point in time. This will increase as the year progresses.

## Weed and Pest

- This fund has no expenses other than the transfer to the Public Works Fund to close the fund out.

## All Other Funds

- Transfers have been completed as budgeted and this has thrown off the budget execution rate in several funds overall.
- Nothing else to note.

## Summary

Overall, Personnel costs across all funds are 47.9% of budget execution. The overall increase year over year to date for Personnel is \$257K. In the General Fund several departments are over 50% budget execution: County Clerk and Prevention Division. Prevention Division was discussed above. The Clerk's Office has been under-budgeted on insurance, FICA and PERS. These items are all at 60-63% budget execution.

Materials & Services across all funds is at a 49.0% budget execution rate. Last year at this time the rate was 37.1%. At this point, the current year to date is \$633K more than the prior fiscal year to date. This is primarily due to the timing of the Special Economic Fund payments being \$490K ahead of last year and Community Corrections paying directly for Norcor support instead of transferring to the General Fund for payment.

The Capital Outlay is \$455K more than last fiscal year at this time. Current Capital Outlay major items are the new building (\$274K) and paying for the new 911 Consoles (\$310K). Additionally, the CDBG fund expended \$29K towards capital outlay.

Transfers across the organization balance – transfers in equal transfers out. 93.7% of the transfer budgets have been executed. Remaining transfers are on pace to be completed except the \$75K from Forest Health Fund. This transfer only occurs if there are reimbursable expenses incurred. So far there have been none.





# Wasco County Monthly Report

## General Fund Revenue - December 2017

Filters	
Fd	101
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
<b>GENERAL FUND</b>							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R	8,890,966	8,097,036	7,862,850	91.1%	91.5%	3.0%	234,185.86
LICENSES FEES & PERMITS-R	985,548	483,770	542,404	49.1%	61.9%	-10.8%	(58,634.19)
INTERGOV'T REV - NON SINGLE AUDIT-R	516,850	339,147	311,328	65.6%	58.9%	8.9%	27,819.27
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-
INVESTMENT EARNINGS-R	40,200	24,112	32,267	60.0%	100.2%	-25.3%	(8,154.89)
RENTS-R	10,135	5,752	1,344	56.8%	100.7%	328.1%	4,408.30
MISCELLANEOUS-R	141,501	91,853	103,263	64.9%	76.9%	-11.0%	(11,409.35)
TRANSFERS IN-R	664,300	454,127	741,441	68.4%	47.9%	-38.8%	(287,314.34)
<b>GENERAL FUND RESOURCES-R Total</b>	<b>11,252,700</b>	<b>9,495,797</b>	<b>9,594,896</b>	<b>84.4%</b>	<b>81.9%</b>	<b>-1.0%</b>	<b>(99,099.34)</b>
NON-DEPARTMENTAL RESOURCES-R Total	11,252,700	9,495,797	9,594,896	84.4%	81.9%	-1.0%	(99,099.34)
ASSESSMENT & TAXATION-R	20,800	23,805	23,621	114.4%	134.6%	0.8%	184.83
COUNTY CLERK-R							
COUNTY CLERK-R	125,850	84,116	85,117	66.8%	67.8%	-1.2%	(1,001.00)
ELECTIONS-R	8,350	317	498	3.8%	5.5%	-36.4%	(180.99)
COUNTY CLERK-R Total	134,200	84,433	85,615	62.9%	63.6%	-1.4%	(1,181.99)
SHERIFF-R							
EMERGENCY MANAGEMENT-R	58,965	17,672	24,134	30.0%	21.8%	-26.8%	(6,461.79)
MARINE PATROL-R	55,828	54,946	26,226	98.4%	50.3%	109.5%	28,719.36
LAW ENFORCEMENT-R	228,010	126,419	118,254	55.4%	41.7%	6.9%	8,165.09
SHERIFF-R Total	342,803	199,037	168,614	58.1%	37.8%	18.0%	30,422.66
ADMINISTRATIVE SERVICES-R							



## Wasco County Monthly Report General Fund Revenue - December 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
INFORMATION TECHNOLOGY-R	107,250	77,573	63,854	72.3%	60.1%	21.5%	13,718.31
EMPLOYEE & ADMINISTRATIVE SERVICES-R	3,650	5,195	4,016	142.3%	151.5%	29.4%	1,178.83
FACILITIES-R	243,349	121,802	84,196	50.1%	29.1%	44.7%	37,606.12
<b>ADMINISTRATIVE SERVICES-R Total</b>	<b>354,249</b>	<b>204,569</b>	<b>152,066</b>	<b>57.7%</b>	<b>38.2%</b>	<b>34.5%</b>	<b>52,503.26</b>
ADMINISTRATION-R	279,850	114,039	134,394	40.7%	45.7%	-15.1%	(20,355.25)
DISTRICT ATTORNEY-R	229,943	71,979	55,758	31.3%	32.0%	29.1%	16,221.72
PLANNING-R	192,272	93,927	104,705	48.9%	71.6%	-10.3%	(10,778.30)
PUBLIC WORKS-R	14,065	10,010	5,380	71.2%	33.5%	86.1%	4,630.00
PREVENTION DIVISION-R	42,300	20,571	22,565	48.6%	52.1%	-8.8%	(1,994.66)
<b>GENERAL FUND Total</b>	<b>12,863,182</b>	<b>10,318,167</b>	<b>10,347,614</b>	<b>80.2%</b>	<b>77.3%</b>	<b>-0.3%</b>	<b>(29,447.07)</b>
<b>Revenue Total</b>	<b>12,863,182</b>	<b>10,318,167</b>	<b>10,347,614</b>	<b>80.2%</b>	<b>77.3%</b>	<b>-0.3%</b>	<b>(29,447.07)</b>



## Wasco County Monthly Report General Fund - Expenditures - December 2017

Filters	
Fd	101
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
<b>Expense</b>								
<b>GENERAL FUND</b>								
ASSESSMENT & TAXATION-E	764,985	374,989	364,119	49.0%	42.7%	3.0%	10,869.56	
COUNTY CLERK-E								
COUNTY CLERK-E	219,022	111,778	107,900	51.0%	47.5%	3.6%	3,878.82	
ELECTIONS-E	102,999	34,296	71,624	33.3%	61.0%	-52.1%	(37,328.65)	
COUNTY CLERK-E Total	322,021	146,074	179,524	45.4%	52.1%	-18.6%	(33,449.83)	
SHERIFF-E								
EMERGENCY MANAGEMENT-E	137,115	44,954	38,976	32.8%	27.9%	15.3%	5,977.86	
MARINE PATROL-E	56,694	25,007	26,374	44.1%	52.4%	-5.2%	(1,366.54)	
LAW ENFORCEMENT-E	2,186,464	1,054,263	988,729	48.2%	46.2%	6.6%	65,533.70	
SHERIFF-E Total	2,380,273	1,124,224	1,054,079	47.2%	45.2%	6.7%	70,145.02	
ADMINISTRATIVE SERVICES-E								
INFORMATION TECHNOLOGY-E	998,708	459,001	411,962	46.0%	43.8%	11.4%	47,038.29	
COUNTY COMMISSION-E	206,989	102,909	96,922	49.7%	48.9%	6.2%	5,986.74	
EMPLOYEE & ADMINISTRATIVE SERVICES-E	892,779	394,023	388,126	44.1%	42.9%	1.5%	5,897.07	
FACILITIES-E	914,088	315,774	368,830	34.5%	38.7%	-14.4%	(53,055.62)	
ADMINISTRATIVE SERVICES-E Total	3,012,564	1,271,707	1,265,840	42.2%	42.3%	0.5%	5,866.48	
ADMINISTRATION-E								
ADMINISTRATION-E	715,800	283,219	312,479	39.6%	34.7%	-9.4%	(29,260.91)	
PASS-THROUGH GRANTS-E	171,885	64,834	92,676	37.7%	49.8%	-30.0%	(27,842.76)	
NORCOR-E	1,469,748	848,243	966,208	57.7%	49.7%	-12.2%	(117,964.63)	
VETERANS-E	152,070	73,309	72,139	48.2%	49.7%	1.6%	1,170.31	
SPECIAL PAYMENTS-E	433,685	192,430	223,427	44.4%	54.8%	-13.9%	(30,996.29)	
ADMINISTRATION-E Total	2,943,188	1,462,035	1,666,929	49.7%	46.5%	-12.3%	(204,894.28)	
DISTRICT ATTORNEY-E	700,904	287,128	273,113	41.0%	47.3%	5.1%	14,014.82	
PLANNING-E	752,362	318,172	319,362	42.3%	42.1%	-0.4%	(1,189.91)	



## Wasco County Monthly Report General Fund - Expenditures - December 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
PUBLIC WORKS-E	50,242	21,338	30,053	42.5%	44.4%	-29.0%	(8,715.04)
<b>NON-DEPARTMENTAL EXPENDITURES-E</b>							
<b>GENERAL FUND EXPENDITURES-E</b>							
TRANSFERS OUT-E	2,330,487	2,238,494	1,443,831	96.1%	49.7%	55.0%	794,662.50
<b>GENERAL FUND EXPENDITURES-E Total</b>	<b>2,330,487</b>	<b>2,238,494</b>	<b>1,443,831</b>	<b>96.1%</b>	<b>49.7%</b>	<b>55.0%</b>	<b>794,662.50</b>
<b>NON-DEPARTMENTAL EXPENDITURES-E Total</b>	<b>2,330,487</b>	<b>2,238,494</b>	<b>1,443,831</b>	<b>96.1%</b>	<b>49.7%</b>	<b>55.0%</b>	<b>794,662.50</b>
<b>PREVENTION DIVISION-E</b>							
YOUTH SERVICES-E	542,723	302,640	267,054	55.8%	50.0%	13.3%	35,585.81
<b>PREVENTION DIVISION-E Total</b>	<b>542,723</b>	<b>302,640</b>	<b>267,054</b>	<b>55.8%</b>	<b>50.0%</b>	<b>13.3%</b>	<b>35,585.81</b>
<b>GENERAL FUND Total</b>	<b>13,799,749</b>	<b>7,546,799</b>	<b>6,863,904</b>	<b>54.7%</b>	<b>45.9%</b>	<b>9.9%</b>	<b>682,895.13</b>
<b>Expense Total</b>	<b>13,799,749</b>	<b>7,546,799</b>	<b>6,863,904</b>	<b>54.7%</b>	<b>45.9%</b>	<b>9.9%</b>	<b>682,895.13</b>



## Wasco County Monthly Report Public Works - Revenue Expense - December 2017

Filters	
Fd	202
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R	35,000	15,365	21,320	43.9%	90.3%	-27.9%	(5,954.34)
TRANSFERS IN-R	220,495	194,658	-	88.3%	#DIV/0!	#DIV/0!	194,657.55
INTERNAL SERVICES-R	3,180	1,590	1,590	50.0%	50.0%	0.0%	-
<b>PUBLIC WORKS RESOURCES-R Total</b>	<b>258,675</b>	<b>211,613</b>	<b>22,910</b>	<b>81.8%</b>	<b>85.5%</b>	<b>823.7%</b>	<b>188,703.21</b>
<b>NON-DEPARTMENTAL RESOURCES-R Total</b>	<b>258,675</b>	<b>211,613</b>	<b>22,910</b>	<b>81.8%</b>	<b>85.5%</b>	<b>823.7%</b>	<b>188,703.21</b>
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	8,500	5,480	3,698	64.5%	37.0%	48.2%	1,782.50
INTERGOV'T REV - NON SINGLE AUDIT-R	2,291,519	810,151	816,935	35.4%	34.5%	-0.8%	(6,783.85)
INTERGOV'T REV - SINGLE AUDIT-R	122,768	174	550	0.1%	0.5%	-68.3%	(375.36)
MISCELLANEOUS-R	1,000	11,768	4,659	1176.8%	465.9%	152.6%	7,108.77
SALE OF FIXED ASSETS-R	10,000	401	-	4.0%	0.0%	#DIV/0!	401.25
CHARGES FOR SERVICES-R	160,000	101,112	84,975	63.2%	43.4%	19.0%	16,136.79
<b>PUBLIC WORKS-R Total</b>	<b>2,593,787</b>	<b>929,086</b>	<b>910,816</b>	<b>35.8%</b>	<b>33.9%</b>	<b>2.0%</b>	<b>18,270.10</b>
<b>WEED &amp; PEST-R</b>	<b>220,000</b>	<b>48,365</b>	<b>-</b>	<b>22.0%</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>48,364.77</b>
<b>PUBLIC WORKS-R Total</b>	<b>2,813,787</b>	<b>977,451</b>	<b>910,816</b>	<b>34.7%</b>	<b>33.9%</b>	<b>7.3%</b>	<b>66,634.87</b>
<b>PUBLIC WORKS FUND Total</b>	<b>3,072,462</b>	<b>1,189,064</b>	<b>933,726</b>	<b>38.7%</b>	<b>34.4%</b>	<b>27.3%</b>	<b>255,338.08</b>
<b>Revenue Total</b>	<b>3,072,462</b>	<b>1,189,064</b>	<b>933,726</b>	<b>38.7%</b>	<b>34.4%</b>	<b>27.3%</b>	<b>255,338.08</b>
<b>Expense</b>							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							



## Wasco County Monthly Report Public Works - Revenue Expense - December 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
<b>PUBLIC WORKS-E</b>							
PERSONAL SERVICES-E	1,873,929	806,198	783,953	43.0%	48.2%	2.8%	22,244.59
MATERIALS & SERVICES-E	1,247,740	596,000	616,265	47.8%	46.3%	-3.3%	(20,264.87)
CAPITAL OUTLAY-E	235,000	-	-	0.0%	0.0%	#DIV/0!	-
<b>PUBLIC WORKS-E Total</b>	<b>3,356,669</b>	<b>1,402,198</b>	<b>1,400,218</b>	<b>41.8%</b>	<b>43.9%</b>	<b>0.1%</b>	<b>1,979.72</b>
<b>WEED &amp; PEST-E</b>							
PERSONAL SERVICES-E	98,236	55,701	-	56.7%	#DIV/0!	#DIV/0!	55,701.11
MATERIALS & SERVICES-E	158,400	23,978	-	15.1%	#DIV/0!	#DIV/0!	23,978.40
CAPITAL OUTLAY-E	25,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
<b>WEED &amp; PEST-E Total</b>	<b>281,636</b>	<b>79,680</b>	<b>-</b>	<b>28.3%</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>79,679.51</b>
<b>PUBLIC WORKS-E Total</b>	<b>3,638,305</b>	<b>1,481,878</b>	<b>1,400,218</b>	<b>40.7%</b>	<b>43.9%</b>	<b>5.8%</b>	<b>81,659.23</b>
<b>NON-DEPARTMENTAL EXPENDITURES-E</b>							
PUBLIC WORKS EXPENDITURES-E	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
<b>NON-DEPARTMENTAL EXPENDITURES-E Total</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>-</b>	<b>100.0%</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>2,000,000.00</b>
<b>PUBLIC WORKS FUND Total</b>	<b>5,638,305</b>	<b>3,481,878</b>	<b>1,400,218</b>	<b>61.8%</b>	<b>43.9%</b>	<b>148.7%</b>	<b>2,081,659.23</b>
<b>Expense Total</b>	<b>5,638,305</b>	<b>3,481,878</b>	<b>1,400,218</b>	<b>61.8%</b>	<b>43.9%</b>	<b>148.7%</b>	<b>2,081,659.23</b>



# Wasco County Monthly Report

## All Funds Revenue Expense Summary - December 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
<b>Revenue</b>								
911 COMMUNICATIONS FUND	1,042,906	369,910	666,986	35.5%	67.1%	-44.5%	(297,075.91)	
911 EQUIPMENT RESERVE	1,500	1,078	996	71.8%	83.0%	8.2%	81.53	
CDBG GRANT FUND	5,243,672	10,436	145,125	0.2%	2.6%	-92.8%	(134,688.59)	
CLERK RECORDS FUND	7,475	5,208	5,234	69.7%	70.5%	-0.5%	(26.17)	
COMMUNITY CORRECTIONS FUND	1,537,000	538,210	850,303	35.0%	56.4%	-36.7%	(312,093.01)	
COUNTY FAIR FUND	202,150	122,520	105,240	60.6%	62.1%	16.4%	17,280.31	
COUNTY SCHOOL FUND	287,200	69,607	64,469	24.2%	23.0%	8.0%	5,137.72	
COURT FACILITIES SECURITY FUND	27,600	8,994	12,694	32.6%	329.3%	-29.1%	(3,700.05)	
DISTRICT ATTORNEY	4,100	1,630	2,666	39.8%	102.5%	-38.8%	(1,035.53)	
FACILITY CAPITAL RESERVE	714,000	714,191	458,316	100.0%	50.3%	55.8%	255,875.19	
FOREST HEALTH PROGRAM FUND	380	1,225	257	322.4%	67.5%	377.5%	968.55	
<b>GENERAL FUND</b>	<b>12,863,182</b>	<b>10,318,167</b>	<b>10,347,614</b>	<b>80.2%</b>	<b>77.3%</b>	<b>-0.3%</b>	<b>(29,447.07)</b>	
GENERAL OPERATING RESERVE	714,000	715,278	409,299	100.2%	50.4%	74.8%	305,979.58	
HOUSEHOLD HAZARDOUS WASTE FUND	327,300	177,751	152,058	54.3%	45.9%	16.9%	25,692.26	
KRAMER FIELD FUND	165	148	137	90.0%	83.1%	8.2%	11.24	
LAND CORNER PRESERVATION FUND	34,500	17,608	17,498	51.0%	53.9%	0.6%	110.23	
LAW LIBRARY FUND	30,700	24,661	26,139	80.3%	101.7%	-5.7%	(1,478.75)	
MUSEUM	92,700	54,442	74,851	58.7%	66.5%	-27.3%	(20,408.64)	
PARKS FUND	82,575	48,098	52,891	58.2%	75.2%	-9.1%	(4,793.17)	
PUBLIC WORKS FUND	3,072,462	1,189,064	933,726	38.7%	34.4%	27.3%	255,338.08	
ROAD RESERVE FUND	2,017,000	2,019,389	11,685	100.1%	77.9%	17182.3%	2,007,704.63	
SPECIAL ECON DEV PAYMENTS FUND	1,242,200	1,106,911	1,100,614	89.1%	88.6%	0.6%	6,296.45	
WEED & PEST CONTROL FUND	-	(2)	62,106	#DIV/0!	29.0%	-100.0%	(62,107.82)	
YOUTH THINK FUND	160,963	35,284	37,581	21.9%	25.5%	-6.1%	(2,296.67)	



## Wasco County Monthly Report

### All Funds Revenue Expense Summary - December 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
CAPITAL ACQUISITIONS FUND	715,000	713,649	459,391	99.8%	50.3%	55.3%	254,258.13
<b>Revenue Total</b>	<b>30,420,730</b>	<b>18,263,458</b>	<b>15,997,875</b>	<b>60.0%</b>	<b>54.5%</b>	<b>14.2%</b>	<b>2,265,582.52</b>
<b>Expense</b>							
911 COMMUNICATIONS FUND	1,054,325	519,615	494,146	49.3%	49.4%	5.2%	25,469.04
911 EQUIPMENT RESERVE	91,795	91,795	-	100.0%	0.0%	#DIV/0!	91,795.00
CDBG GRANT FUND	5,365,122	29,484	53,446	0.5%	1.0%	-44.8%	(23,962.77)
CLERK RECORDS FUND	18,500	755	-	4.1%	0.0%	#DIV/0!	754.58
COMMUNITY CORRECTIONS FUND	1,739,204	829,533	589,142	47.7%	31.0%	40.8%	240,390.85
COUNTY FAIR FUND	187,313	132,754	128,904	70.9%	57.6%	3.0%	3,849.98
COUNTY SCHOOL FUND	312,550	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	2,482	-	5.8%	0.0%	#DIV/0!	2,482.22
DISTRICT ATTORNEY	17,400	6,368	4,001	36.6%	18.8%	59.2%	2,367.54
FACILITY CAPITAL RESERVE	3,429,005	-	12,500	0.0%	0.5%	-100.0%	(12,499.98)
FOREST HEALTH PROGRAM FUND	75,000	-	37,500	0.0%	48.6%	-100.0%	(37,500.00)
<b>GENERAL FUND</b>	<b>13,799,749</b>	<b>7,546,799</b>	<b>6,863,904</b>	<b>54.7%</b>	<b>45.9%</b>	<b>9.9%</b>	<b>682,895.13</b>
GENERAL OPERATING RESERVE	3,607,552	218,205	-	6.0%	0.0%	#DIV/0!	218,205.00
HOUSEHOLD HAZARDOUS WASTE FUND	356,801	134,500	132,143	37.7%	33.2%	1.8%	2,357.26
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	23,421	12,863	31,660	54.9%	45.5%	-59.4%	(18,796.82)
LAW LIBRARY FUND	46,984	11,094	10,389	23.6%	21.6%	6.8%	705.31
MUSEUM	106,230	31,223	37,053	29.4%	13.5%	-15.7%	(5,829.74)
PARKS FUND	74,562	27,483	22,156	36.9%	26.0%	24.0%	5,327.09
PUBLIC WORKS FUND	5,638,305	3,481,878	1,400,218	61.8%	43.9%	148.7%	2,081,659.23
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,306,283	1,159,666	713,825	88.8%	33.5%	62.5%	445,841.24
WEED & PEST CONTROL FUND	220,495	194,658	109,187	88.3%	43.3%	78.3%	85,471.04
YOUTH THINK FUND	163,659	58,949	72,104	36.0%	34.4%	-18.2%	(13,154.87)
CAPITAL ACQUISITIONS FUND	3,709,600	273,838	-	7.4%	0.0%	#DIV/0!	273,838.00
<b>Expense Total</b>	<b>46,270,726</b>	<b>14,763,941</b>	<b>10,712,277</b>	<b>31.9%</b>	<b>25.4%</b>	<b>37.8%</b>	<b>4,051,664.33</b>





## Wasco County Monthly Report Personnel - All Funds - December 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
<b>GENERAL FUND</b>							
ASSESSMENT & TAXATION-E	674,206	336,565	325,704	49.9%	42.6%	3.3%	10,861.51
COUNTY CLERK-E	266,274	134,184	136,808	50.4%	49.2%	-1.9%	(2,624.07)
SHERIFF-E	2,074,603	1,013,371	947,099	48.8%	47.4%	7.0%	66,271.60
ADMINISTRATIVE SERVICES-E	1,693,128	835,681	762,865	49.4%	45.0%	9.5%	72,816.43
ADMINISTRATION-E	136,294	66,747	65,199	49.0%	42.8%	2.4%	1,548.00
DISTRICT ATTORNEY-E	605,092	258,262	250,457	42.7%	48.3%	3.1%	7,804.63
PLANNING-E	681,466	306,358	299,293	45.0%	42.1%	2.4%	7,065.42
PUBLIC WORKS-E	38,327	18,431	27,158	48.1%	47.9%	-32.1%	(8,727.65)
PREVENTION DIVISION-E	504,443	287,215	253,068	56.9%	50.4%	13.5%	34,147.11
<b>GENERAL FUND Total</b>	<b>6,673,833</b>	<b>3,256,815</b>	<b>3,067,652</b>	<b>48.8%</b>	<b>46.0%</b>	<b>6.2%</b>	<b>189,162.98</b>
PUBLIC WORKS FUND	1,972,165	861,899	783,953	43.7%	48.2%	9.9%	77,945.70
911 COMMUNICATIONS FUND	856,332	419,571	410,222	49.0%	49.7%	2.3%	9,349.66
COMMUNITY CORRECTIONS FUND	727,984	347,063	298,747	47.7%	44.2%	16.2%	48,315.95
COUNTY FAIR FUND	21,362	10,341	10,267	48.4%	23.3%	0.7%	73.74
HOUSEHOLD HAZARDOUS WASTE FUND	92,176	50,444	54,706	54.7%	46.5%	-7.8%	(4,262.16)
LAND CORNER PRESERVATION FUND	17,920	10,363	30,260	57.8%	54.0%	-65.8%	(19,896.84)
MUSEUM	34,428	17,625	14,345	51.2%	32.1%	22.9%	3,280.86
PARKS FUND	26,111	12,723	6,845	48.7%	18.8%	85.9%	5,877.76
WEED & PEST CONTROL FUND	-	-	54,543	#DIV/0!	58.3%	-100.0%	(54,542.91)
YOUTH THINK FUND	78,616	39,065	37,747	49.7%	51.0%	3.5%	1,317.52
<b>Expense Total</b>	<b>10,500,927</b>	<b>5,025,908</b>	<b>4,769,286</b>	<b>47.9%</b>	<b>46.4%</b>	<b>5.4%</b>	<b>256,622.26</b>



## Wasco County Monthly Report Materials and Services All Funds - December 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
GENERAL FUND	4,181,043	1,995,263	2,189,941	47.7%	45.9%	-8.9%	(194,677.17)
PUBLIC WORKS FUND	1,406,140	619,979	616,265	44.1%	46.3%	0.6%	3,713.53
911 COMMUNICATIONS FUND	197,993	100,044	83,924	50.5%	48.0%	19.2%	16,119.38
CLERK RECORDS FUND	13,500	717	-	5.3%	0.0%	#DIV/0!	716.76
COMMUNITY CORRECTIONS FUND	926,220	482,471	104,930	52.1%	12.3%	359.8%	377,540.90
COUNTY FAIR FUND	165,950	122,413	118,637	73.8%	66.1%	3.2%	3,776.24
COUNTY SCHOOL FUND	312,550	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	2,482	-	5.8%	0.0%	#DIV/0!	2,482.22
DISTRICT ATTORNEY	15,600	4,568	3,101	29.3%	15.9%	47.3%	1,467.54
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	253,125	84,056	77,437	33.2%	30.7%	8.5%	6,619.42
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	3,000	-	150	0.0%	5.0%	-100.0%	(150.00)
LAW LIBRARY FUND	46,984	11,094	6,389	23.6%	16.0%	73.7%	4,705.33
MUSEUM	71,800	12,597	22,708	17.5%	36.2%	-44.5%	(10,110.60)
PARKS FUND	48,450	14,760	15,311	30.5%	31.3%	-3.6%	(550.67)
SPECIAL ECON DEV PAYMENTS FUND	716,283	704,840	214,000	98.4%	18.9%	229.4%	490,839.60
WEED & PEST CONTROL FUND	-	-	54,644	#DIV/0!	34.4%	-100.0%	(54,643.60)
YOUTH THINK FUND	85,043	19,885	34,357	23.4%	25.3%	-42.1%	(14,472.39)
<b>Expense Total</b>	<b>8,520,115</b>	<b>4,175,168</b>	<b>3,541,792</b>	<b>49.0%</b>	<b>37.1%</b>	<b>17.9%</b>	<b>633,376.49</b>



## Wasco County Monthly Report Capital All Funds - December 2017

Filters	
Fd	(Multiple Items)
Cat	53000

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
GENERAL FUND	614,386	56,228	162,481	9.2%	27.0%	-65.4%	(106,253.18)
PUBLIC WORKS FUND	260,000	-	-	0.0%	0.0%	#DIV/0!	-
COUNTY FAIR FUND	1	-	-	0.0%	#DIV/0!	#DIV/0!	-
LAND CORNER PRESERVATION FUND	1	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	11,500	-	-	0.0%	0.0%	#DIV/0!	-
MUSEUM	2	1,000	-	50000.0%	0.0%	#DIV/0!	1,000.00
PARKS FUND	1	-	-	0.0%	#DIV/0!	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	85,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
CLERK RECORDS FUND	5,000	38	-	0.8%	0.0%	#DIV/0!	37.82
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	3,709,600	273,838	-	7.4%	0.0%	#DIV/0!	273,838.00
911 EQUIPMENT RESERVE	91,795	91,795	-	100.0%	0.0%	#DIV/0!	91,795.00
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	3,607,552	218,205	-	6.0%	0.0%	#DIV/0!	218,205.00
CDBG GRANT FUND	5,365,122	29,484	53,446	0.5%	1.0%	-44.8%	(23,962.77)
<b>Expense Total</b>	<b>22,029,402</b>	<b>670,587</b>	<b>215,927</b>	<b>3.0%</b>	<b>1.2%</b>	<b>210.6%</b>	<b>454,659.87</b>

## Wasco County Monthly Report Transfers All Funds - December 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Transfer In</b>							
911 COMMUNICATIONS FUND	183,987	91,994	120,581	50.0%	50.0%	-23.7%	(28,587.48)
COUNTY FAIR FUND	29,000	29,000	14,500	100.0%	50.0%	100.0%	14,499.98
FACILITY CAPITAL RESERVE	700,000	700,000	450,000	100.0%	50.0%	55.6%	250,000.00
<b>GENERAL FUND</b>	<b>664,300</b>	<b>454,127</b>	<b>741,441</b>	<b>68.4%</b>	<b>47.9%</b>	<b>-38.8%</b>	<b>(287,314.34)</b>
GENERAL OPERATING RESERVE	700,000	700,000	400,000	100.0%	50.0%	75.0%	299,999.98
MUSEUM	22,500	22,500	8,750	100.0%	50.0%	157.1%	13,750.02
PUBLIC WORKS FUND	220,495	194,658	-	88.3%	#DIV/0!	#DIV/0!	194,657.55
ROAD RESERVE FUND	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
CAPITAL ACQUISITIONS FUND	700,000	700,000	450,000	100.0%	50.0%	55.6%	250,000.00
<b>Transfer In Total</b>	<b>5,220,282</b>	<b>4,892,278</b>	<b>2,185,272</b>	<b>93.7%</b>	<b>49.3%</b>	<b>123.9%</b>	<b>2,707,005.71</b>
<b>Transfer Out</b>							
COMMUNITY CORRECTIONS FUND	-	-	185,466	#DIV/0!	50.0%	-100.0%	(185,466.00)
DISTRICT ATTORNEY	1,800	1,800	900	100.0%	50.0%	100.0%	900.00
FACILITY CAPITAL RESERVE	-	-	12,500	#DIV/0!	13.8%	-100.0%	(12,499.98)
FOREST HEALTH PROGRAM FUND	75,000	-	37,500	0.0%	50.0%	-100.0%	(37,500.00)
<b>GENERAL FUND</b>	<b>2,330,487</b>	<b>2,238,494</b>	<b>1,443,831</b>	<b>96.1%</b>	<b>49.7%</b>	<b>55.0%</b>	<b>794,662.50</b>
LAND CORNER PRESERVATION FUND	2,500	2,500	1,250	100.0%	50.0%	100.0%	1,250.02
LAW LIBRARY FUND	-	-	4,000	#DIV/0!	50.0%	-100.0%	(4,000.02)
PUBLIC WORKS FUND	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
SPECIAL ECON DEV PAYMENTS FUND	590,000	454,827	499,825	77.1%	50.0%	-9.0%	(44,998.36)
WEED & PEST CONTROL FUND	220,495	194,658	-	88.3%	#DIV/0!	#DIV/0!	194,657.55
<b>Transfer Out Total</b>	<b>5,220,282</b>	<b>4,892,278</b>	<b>2,185,272</b>	<b>93.7%</b>	<b>49.0%</b>	<b>123.9%</b>	<b>2,707,005.71</b>



## Wasco County Monthly Report Reserve Funds - December 2017

Filters	
Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
FACILITY CAPITAL RESERVE	714,000	714,191	458,316	100.0%	50.3%	55.8%	255,875.19
GENERAL OPERATING RESERVE	714,000	715,278	409,299	100.2%	50.4%	74.8%	305,979.58
ROAD RESERVE FUND	2,017,000	2,019,389	11,685	100.1%	77.9%	17182.3%	2,007,704.63
<b>Revenue Total</b>	<b>3,445,000</b>	<b>3,448,859</b>	<b>879,299</b>	<b>100.1%</b>	<b>50.6%</b>	<b>292.2%</b>	<b>2,569,559.40</b>
<b>Expense</b>							
FACILITY CAPITAL RESERVE	3,429,005	-	12,500	0.0%	0.5%	-100.0%	(12,499.98)
GENERAL OPERATING RESERVE	3,607,552	218,205	-	6.0%	0.0%	#DIV/0!	218,205.00
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
<b>Expense Total</b>	<b>11,886,994</b>	<b>218,205</b>	<b>12,500</b>	<b>1.8%</b>	<b>0.1%</b>	<b>1645.6%</b>	<b>205,705.02</b>



## Wasco County Monthly Report Investment/Interest All Funds - December 2017

Filters	
Fd	(Multiple Items)
Cat	417

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
INTEREST EARNED	149,420	118,093	102,336	79.0%	86.1%	15.4%	15,756.53
LID INTEREST	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	26	4,358	12.8%	2179.0%	-99.4%	(4,332.36)
<b>Revenue Total</b>	<b>149,620</b>	<b>118,118</b>	<b>106,694</b>	<b>78.9%</b>	<b>89.5%</b>	<b>10.7%</b>	<b>11,424.17</b>



## DISCUSSION ITEM

### Forest Collaborative Appointments

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[ORDER 18-001 APPOINTMENT OF LARRY MAGILL](#)

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[ORDER 18-002 APPOINTMENT OF JEREMY GROSE](#)

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF LARRY MAGILL TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

**ORDER #18-001**

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

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Larry Magill be and is hereby appointed to serve on the Wasco County Forest Collaborative Group Steering Committee as the Private Landowner Representative; said term to expire on December 31, 2020.

DATED this 17<sup>th</sup> day of January, 2018.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
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 JEREMY GROSE TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

**ORDER #18-002**

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

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

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

IT FURTHER APPEARING TO THE BOARD: That Ron Schneider has resigned his position on the WCFCGSC; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeremy Grose be and is hereby appointed to serve on the Wasco County Forest Collaborative Group Steering Committee to complete Ron Schneider's term as the Forest Products Representative; said term to expire on December 31, 2018.

DATED this 17<sup>th</sup> day of January, 2018.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner



## DISCUSSION ITEM

### School Week Proclamation

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[INTRODUCTION EMAIL](#)

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[PROCLAMATION](#)

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**From:** Proclamations Department <[proclamations@nscw.org](mailto:proclamations@nscw.org)>

**Date:** January 5, 2018 at 5:39:36 AM PST

**To:** Rod <[RodR@co.wasco.or.us](mailto:RodR@co.wasco.or.us)>

**Subject:** Proclamation Reminder

**Reply-To:** Proclamations Department <[proclamations@nscw.org](mailto:proclamations@nscw.org)>

Dear The Honorable Runyon:

I wanted to send a reminder that we are requesting a proclamation recognizing January 21-27, 2018 as Wasco County School Choice Week. If you have already sent us a proclamation please ignore this email and thank you very much for your support!

Issuing a proclamation provides an opportunity to shine a positive spotlight on the K-12 education options available for children and families in Wasco County.

Last year, more than 684 mayors and county leaders, along with 30 governors, the unanimous United States Senate, and the President, issued proclamations recognizing National School Choice Week, which in 2018 will feature more than 32,000 events across America.

National School Choice Week is entirely nonpolitical and nonpartisan, and we do not advocate for or against any legislation. Our goal is simply to raise awareness, among parents, of the public and nonpublic K-12 education options available to their children.

Please let me know if you will be able to issue this proclamation and help us raise awareness of the importance of opportunity in education. I greatly appreciate your consideration. We have provided both a Word and .PDF proclamation template on our website at:

<https://schoolchoiceweek.com/proclamations/>



## Wasco County School Choice Week

WHEREAS all children in Wasco County should have access to the highest quality education possible; and

WHEREAS Wasco County recognizes the important role that an effective education plays in preparing all students in Wasco County to be successful adults; and

WHEREAS quality education is critically important to the economic vitality of Wasco County; and

WHEREAS Wasco County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS Wasco County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, the Wasco County Board of Commissioners hereby recognizes January 21-27, 2018 as Wasco County School Choice Week and call this observance to the attention of all of our citizens.

Wasco County Board of Commissioners

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Steve Kramer, Chair

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Scott C. Hege, Vice-Chair

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Rod L. Runyon, County Commissioner



## DISCUSSION ITEM

### NeoPost Pricing and Contract

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[INTRODUCTORY EMAIL](#)

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[LEASE AGREEMENT](#)

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[PURCHASE ORDER LEASE](#)

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[GOVERNMENT PRODUCT LEASE AGREEMENT](#)

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## **MEMORANDUM**

**SUBJECT: NEOPOST MAIL MACHINE LEASE**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: LISA GAMBEE AND MIKE MIDDLETON

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DATE: 1/8/2018

### **BACKGROUND INFORMATION:**

In July of 2014, a 36-month goods and services lease was signed for the County's Neopost Mail machine which resides in the County Clerk's Office. The monthly cost was \$341.90, paid quarterly. This lease expired December 18, 2017.

Mike Middleton and Lisa Gambee were contacted by Neopost about the upcoming lease expiration. We explored several options and configurations to determine whether the current IN700 machine is still the best fit and within range of our current budget. After reviewing the options, we recommend signing a 60-month lease agreement for a new IN700 (maintains our current configuration, so no re-training of staff is needed).

The cost per month is \$325.72, or \$3,908.64 annually for an overall lease agreement of \$19,543.20 (which is a lower payment than the expired lease of \$341.90 per month). This lease is governed under the terms and conditions of the WSCA/NASPO Master Price Agreement, and can be procured under Wasco County's Cooperative Procurement exemption.

**Section (A) Office Information**

Office Number	Office Name	Phone #	Date
<b>2650</b>	<b>Neopost Northwest</b>	<b>(800) 910-7678</b>	<b>01/08/2018</b>

**Section (B) Billing Information**

Company Name	<b>WASCO COUNTY</b>		
DBA			
Billing Address	<b>511 Washington St. Suite 201</b>		
City State Zip+4	<b>The Dalles</b>	<b>OR</b>	<b>97058-4052</b>
Contact Name	<b>Lisa Gambee</b>	Phone	<b>(541) 506-2535</b>
Contact Title	<b>County Clerk</b>	Fax	
Email Address	<b>lisag@co.wasco.or.us</b>	PO #	

**Section (C) Installation Information (if different from billing information)**

Company Name	<b>WASCO COUNTY</b>		
Installation Address	<b>511 Washington St. Suite 201</b>		
City State Zip+4	<b>The Dalles</b>	<b>OR</b>	<b>97058-4052</b>
Contact Name	<b>Lisa Gambee</b>	Phone	<b>(541) 506-2535</b>
Contact Title	<b>County Clerk</b>	Fax	
Email Address	<b>lisag@co.wasco.or.us</b>		
Main Post Office		PO 5-Digit Zip Code	

**Section (D) Products**

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN700	IN Series 700 Base w/ Mixed Size Feeder, sealer and drop tray
1	INDS7	Dynamic Weighing Platform for IN Series 700/750 Bases
1	INWP10	IN Series 10 lb Weighing Platform

**Section (E) Lease Payment Information & Schedule**

Tax Status: <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <i>Certificate attached</i>  Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually  Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears	Number of Months		Monthly Payment (Plus applicable taxes)
	First	60	\$319.11
Current Lease Number: <b>N14072456</b>			
<input type="checkbox"/> ACH (Customer to submit authorization form)			

Supply Auto Ink Order - Requires NeoFunds/TotalFunds

**Section (F) Postage Meter & Postage Funding Information**

Meter Model	<b>IN700AI</b>	Machine Model	<b>IN700</b>
Postage Funding Method: <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing	
Agency Code <input type="text"/> Sub Agency Code <input type="text"/>		Existing Account Number: <b>3724163</b>	

**Service Products (Check all that apply)**

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input type="checkbox"/> NeoShip BASIC - Requires NeoFunds/TotalFunds (EP70)
<input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance - Standard
<input checked="" type="checkbox"/> Installation/Training
<input type="checkbox"/> Software Support

**Section (G) Approval**

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here \_\_\_\_\_.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), Maintenance Agreement, and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DirectGovLease-04-16), which are also available at <http://neopostusa.com/terms/DirectGovLease-V04-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

\*\*\*\*\* SEE PURCHASE ORDER \*\*\*\*\*

Authorized Signature \_\_\_\_\_ Print Name and Title \_\_\_\_\_ Date Accepted \_\_\_\_\_

Accepted by Neopost USA and its Affiliates \_\_\_\_\_ Date Accepted \_\_\_\_\_

**Customer**

<b>Organization</b>	WASCO COUNTY		
<b>Address</b>	511 Washington St. Suite 201		
<b>City State Zip</b>	The Dalles	OR	97058-4052
<b>Phone</b>	(541) 506-2535	<b>Fax</b>	

**Purchase Order - Lease**

NASPO/ValuePoint Contract #: ADSPO 16-169901  
and / or  
State Participating Addendum (PA) #: 7686 (OR)

**Vendor**

<b>Company Name</b>	MailFinance, Inc.		
<b>Attention</b>	Government Sales		
<b>Address</b>	478 Wheelers Farms Rd		
<b>City State Zip</b>	Milford	CT	06461
<b>Phone</b>	(866) 448-0045	<b>Fax</b>	(203) 301-2600

**Ship To**

<b>Organization</b>	WASCO COUNTY		
<b>Attention</b>	Lisa Gambia		
<b>Address</b>	511 Washington St. Suite 201		
<b>City State Zip</b>	The Dalles	OR	97058-4052
<b>Phone</b>	(541) 506-2535	<b>Email</b>	lisag@co.wasco.or.us

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing
QTY	Unit	Description	Unit Price	Total	
60	Months	Lease Payment	\$319.11	\$19,146.60	

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

**Products**

QTY	Product ID	Description
1	IN700	IN Series 700 Base w/ Mixed Size Feeder, sealer and drop tray
1	INDS7	Dynamic Weighing Platform for IN Series 700/750 Bases
1	INWP10	IN Series 10 lb Weighing Platform

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:  
MailFinance Inc.  
Dept 3682  
PO Box 123682  
Dallas TX 75312-3682

\_\_\_\_\_  
Authorized by Date

3) Send all correspondence to:  
MailFinance Inc.  
478 Wheelers Farms Rd  
Milford CT 06461

\_\_\_\_\_  
Print Name Title





## GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

**1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

**2. Promise to Pay.** You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

### **3. Initial Term; Renewal.**

**3.1 FMV Lease.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

**3.2 LTOP Lease.** If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

**4. Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

**5. Delivery and Location of Products.** The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

**6. Ownership, Use, and Maintenance of Products.** We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

**7. Assignment of Supplier's Warranties.** We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

**8. Relationship of the Parties.** You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

**9. Default.** You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**10. Finance Lease.** You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.



**11. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

**12. Return of Products.** Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

**13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.**

**14. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

**15. Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678).** All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

**17. Integration. The Lease** represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

**18. Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

**20. Survival of Obligations.** Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

**21. Choice of Law; Venue; and Attorney's Fees.** This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**22. FMV Leases.** If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

**23. LTOP Leases.** If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

**24. Termination.**

**24.1 Non-Appropriation.**

**a.** You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

**b.** You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar



equipment from any other party in the succeeding fiscal year.

**24.2 Convenience.** You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**25. Additional Postage Meter Terms.** If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

## POSTAGE METER RENTAL AGREEMENT

**1. Incorporation of Certain Terms.** Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Term, and Taxes.** The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

**4. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**5. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

**6. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extend allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

### 7. Rate Updates.

A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter.

**The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the



covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available e the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

**8. United states postal service acknowledgement of deposit requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

**9. Additional united states postal service terms.**

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to

\$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

**NeoFunds®/TotalFunds® ACCOUNT AGREEMENT**

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

**2. Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

**3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds



automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

**4. Payment Terms.** You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

**5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

**6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

**7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may

be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

**9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

**10. Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

**11. Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

## MAINTENANCE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

**2. Neopost's Terms and Conditions for Maintenance Services.** If the Order Form indicates that You have purchased maintenance services, then Neopost USA Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Neopost USA Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. The current version of those terms and conditions are available at [www.neopostusa.com/maintenanceagreementV0613](http://www.neopostusa.com/maintenanceagreementV0613). You



agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

**3. Auto Ink Program.** If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the "Program"), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your NeoFunds or TotalFunds Account, You may opt out of the Program at any time by sending an email to [CIMneworders@neopost.com](mailto:CIMneworders@neopost.com).

## ONLINE SERVICES AND SOFTWARE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

**2. License Grant and Additional Terms.** In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at [www.neopostusa.com/softwareterms](http://www.neopostusa.com/softwareterms) and may be supplemented by Us or third party licensors, from time to

time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

**3. Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

**4. Use of Websites.** Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.



## CONSENT AGENDA

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[12.27.17 MINUTES REGULAR SESSION](#)

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**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 27, 2017**

**PRESENT:** Scott Hege, County Commissioner  
Steve Kramer, Vice-Chair (by phone)  
Rod Runyon, Commission Chair

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

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

**Changes to agenda:**

- Discussion List Deletions
  - Kramer Field Lease
- Discussion List Additions
  - Add NORCOR Juvenile Detention – Molly Rogers
  - Sewer Easement – Brad Cross
- Agenda Deletions
  - Community Corrections Mobile Device Agreement
- Agenda Additions
  - VOCA Grant Award Agreement
- Consent Agenda Deletions
  - Order 17-106 Reappointing Dan VanVactor to Wasco County Forest Collaborative Group Steering Committee
  - Order 17-099 Reappointing Fred Schubert to the North Central Public Health District Board of Health
  - Order 17-108 Reappointing Jerry Duling to Wasco County Weed Council
  - Order 17-109 Reappointing Michael Omeg to Wasco County Weed Council
  - Order 17-110 Reappointing Dan Fissell to Wasco County Weed Council



Ms. White explained that the reappointments being removed are due to resignations or the suspension of the Weed Council to be determined at today's session.

**Discussion List – NORCOR Juvenile Detention**

Wasco County Juvenile Director Molly Rogers reviewed recent events surrounding the Juvenile Detention Center at Northern Oregon Regional Correctional Facility: a report from DRO regarding conditions at the Juvenile Detention Center was issued and in response, Wasco County suspended housing of juveniles at the facility among other actions.

Ms. Rogers reported that since that time, the Juvenile Directors Oversight Committee has met along with NORCOR Executive Director Bryan Brandenburg to develop an action plan. The Committee will be meeting every other week until it is no longer necessary – probably a year. Ms. Rogers stated that the action plan includes:

- Engaging an independent consultant to evaluate the Juvenile Detention Center and make recommendations. The Committee has already contacted Mike Griffiths, former head of the Texas Juvenile Justice System to lead the review.
- Policy revision: The DRO noted restrictions on visitation. The facility will allow up to an hour if time allows and will not use visitation as a disciplinary tool.
- Intake process: The handbook has been revised and will be piloted with youth for 2 weeks before final revisions and printing.
- Documentation: Juvenile Detention Manager Jeff Justesen has made suggestions to increase documentation with daily review and feedback accepted for ongoing improvement.
- Disciplinary System: The Committee will begin to work on this aspect today. Mr. Justesen will have a bigger role in that for individual and special programming.
- Programming: This has not yet been addressed but is on the list. There are currently no referrals for programming nor are there any anticipated in the near future as OYA has not yet decided to return youth to the facility. Mr. Brandenburg has provided a list of programming he wants in place for long-term programs.
- Education: Those issues were resolved before the report became public.

Ms. Rogers went on to say that the Plan has steps with assigned responsibilities, timelines and expected outcomes. She added that once it is complete, she will make it available to the Board of County Commissioners.

Ms. Rogers reported that she has visited the facility regularly over the last three weeks, talking with youth each time. She said that at each visit, the kids have been in a group setting with only short times spent in their rooms. She stated that there are now clocks on every wall and she is confident that staff is engaging with the youth. She added that the kids are responding appropriately. Ms. Rogers concluded by saying that she is very confident that we can put our youth there and they will be safe in a positive culture.

Commissioner Hege asked if Wasco County has had any youth in custody during this period. Ms. Rogers replied that we have one who was transported to Multnomah County on a Measure 11 issue. She said that if the Board chooses to allow our youth to return to NORCOR, he will be transported back here.

Chair Runyon stated that he is pleased that the problems, real or imagined, are being addressed. He noted that some inappropriate comparisons to adult incarceration were included in the DRO report. He asked Ms. Rogers if she is confident. Ms. Rogers responded that she is absolutely confident.

Commissioner Hege observed that at the last NORCOR Board meeting the Acting Director of the Oregon Youth Authority Joe O'Leary and Jim Kramer, Chief of Parole and Probation Operations were in attendance. Ms. Rogers responded that Mr. Kramer now has authority to join the group. She went on to say that OYA has not as yet changed their position. There will be a judicial hearing on January 12<sup>th</sup> where DRO and NORCOR will present; juvenile directors will also be present.

Commissioner Hege asked what the other participating counties are doing. Ms. Rogers replied that a lot of them are waiting on a report from the Oversight Committee. She added that Mr. Justesen has invited any of the counties to tour the facility and/or have him come to speak at their county. She reported that she met with the Warm Springs Justice Team and was able to answer their questions.

Mr. Stone asked if the Oversight Committee is recommending placing youth in the facility. Ms. Rogers replied affirmatively. Mr. Stone said that he thinks it is

important to have that sanction for the decision – other counties are also watching. Ms. Rogers stated that the Oversight Committee is dedicated to the independent review and consultation. She noted that Hood River also called for that at their last Commission meeting.

**{{{Commissioner Hege moved to use NORCOR as a Juvenile Detention Facility based on the recommendation of Wasco County’s Juvenile Director and the Juvenile Directors’ Oversight Committee. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Further discussion ensued regarding the notification of partner counties of the decision. Ms. Rogers offered to draft an email that could be used as the basis for a letter to partners.

#### Discussion List – Vehicle Purchase

Sheriff Lane Magill explained that the Vehicle Committee meets annually to evaluate the vehicle needs of the County. He said that for this fiscal year \$205,000 was allocated for vehicle purchases, some of which came from the Community Corrections budget. He said that the Committee determined that there is a need for seven new Interceptors which has proven to be a good vehicle to rotate through the program. However, during the summer of 2017 wear and tear on the vehicle being used for marine patrol proved to be too much for the Interceptor and it became evident that a truck would be needed for that purpose.

Sheriff Magill reported that he has spoken to members of the Committee who supported a revision to their recommendation – instead of seven Interceptors, it would be more advantageous to purchase six interceptors and one truck. He noted that the truck can also be used on patrol or to tow a boat; it is a four-door truck that can also be used for prisoner transport. He added that last year the County purchased an F250 truck that will be rotated to Facilities through the program. The recommended purchase for this year is an F150 truck.

Sheriff Magill went on to review the bid process and quotes he received for the vehicles, pointing out that there is only \$162 difference from the low to the high bid. He recommends purchasing from Ray Schultens, a local dealer, who has been a good partner for our vehicle program.

Chair Runyon pointed out that if the County were to purchase the vehicles from

a dealer in Portland, the costs of travel for pick-up and maintenance would far exceed the additional cost of purchase.

Commissioner Hege asked if there will be a cage in the truck. Sheriff Magill replied that there will, saying that there is enough in the budget to also add a heavy tool box to haul equipment. He reported that they floated the river seven times last season and had to borrow a truck – this will be much easier. He added that it would have been a big advantage during the 2017 solar eclipse – someone had to be called from quite a distance to haul someone out of the White River. He stated that the truck can be rotated out to Search and Rescue through the program. He said that Community Corrections will get two of the new Interceptors and the rest will go into the patrol fleet. Some of the vehicles being replaced will go to other departments while others will be surplus.

Chair Runyon asked if the equipment in the vehicles being replaced will move to the new vehicles. Sheriff Magill replied that they will be sent to a company in Salem for that process.

Mr. Stone observed that in years past we have purchased three or four new vehicles and asked why that number has increased so much this year. Sheriff Magill replied that we have found four to be a good number, but in looking at the rolling stock this year, some are very old and the Expeditions have been problematic with high maintenance costs and high fuel consumption. Even so, he said that we would have stayed with four but had an allocation from Community Corrections that allowed for the purchase of the additional units.

**{{{Commissioner Hege moved to approve the purchase of six Interceptor Sports Utility Vehicles and one F150 Crew Cab Truck from Ray Schultens Ford as recommended by the Wasco County Sheriff. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Emergency Management Grant**

Wasco County Emergency Manager Juston Huffman stated that this agreement formalizes funding provided by the federal government through the State of Oregon in a dollar for dollar match grant.

Chair Runyon asked if the match funds are in the budget. Finance Director Mike Middleton replied that it is. Mr. Stone stated that the match is Mr. Huffman's salary.

Commissioner Hege noted that the agreement goes back to July and asked if payments have been made. Mr. Huffman replied that he does not handle that aspect of the grant.

Commissioner Hege pointed out that the maximum funding is much more than we are receiving; he asked if we can get more if we add more to the match amount. Mr. Huffman replied that we did get about \$4,000 more than the amount requested. Commissioner Hege stated that we could get more if we added more to our match but the decision is based on our budget. Mr. Stone concurred.

Chair Runyon asked about the reporting requirement. Mr. Huffman responded that it is part of the work plan. He said that he submits quarterly reporting. Chair Runyon asked if payment is withheld when reporting is late. Mr. Huffman replied that it is but that Wasco County has never been late in submitting reports.

**{{{Commissioner Hege moved to approve Oregon Military Department Office of Emergency Management Emergency Management Performance Grant CFDA #97.042 Wasco County \$45,465 Grant #17-533. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Ambulance Service Area Agreements**

Mr. Huffman stated that about five months ago the County signed extension agreements with the Ambulance Service Areas but those agreements did not allow enough time to pull together the two committees necessary to update the plan. He said that he has not been able to fill all the seats on the committee; Mid-Columbia Fire Chief Robert Palmer has been helpful, providing names of possible candidates for the seats for his area. He said that most of the other ASAs are staffed by volunteers less able to help. He said that after the committees are formed, there will be about 6 meetings over the next year to update the plan. Once the plan is updated, there will be 2 meetings per year.

Commissioner Hege asked if it is one group. Mr. Huffman replied that it is two groups right now as prescribed by the plan. He added that he hopes to change that through the plan update. He said he would like one of the two groups to be at the ASA level and the other to be at the plan level.

**{{{Chair Runyon moved to approve all eight ASA Extension Agreements as**

**a slate. Commissioner Hege seconded the motion which passed unanimously.}}**

Mr. Huffman stated that he now has a communications grant open for a broader look at our communications system. He explained that it will be a six-county project and they will be working with QLife for fiber optics. He stated that there is some funding but they will be asking for additional funding in the future. He said that the project will ensure on-scene communications. He added that he is also working on a radio communications study that will impact funding.

Mr. Huffman reported that he anticipates the formation of a Preparedness Coalition and there will be a request for a County Commissioner to join that coalition.

Mr. Huffman stated that he has not yet received a job description for the Public Information portion of his position. He said that it is important to get that in place so that he can understand expectations. He added that he needs training in that area.

Further discussion ensued regarding resources for training and job descriptions. Mr. Stone said that he believes we have a description for that. Commissioner Hege stated that it can be a challenging position and training is important.

**Agenda Item – Executive Session ORS 192.662(f) Exempt Public Records**

At 11:30 a.m. Chair Runyon opened an Executive Session asking all but media and necessary staff to leave the room.

At 11:46 a.m. Chair Runyon returned to Regular Session.

**{{Vice-Chair Kramer moved to approve the updated Emergency Operations Plan as presented. Commissioner Hege seconded the motion which passed unanimously.}}**

**Discussion Item – November Finance Report**

Mr. Middleton reviewed the report and financials included in the Board Packet. Commissioner Hege asked if there were contracts that were budgeted but funding has not arrived. Mr. Middleton replied that he would have to follow-up on that.

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 27, 2017  
PAGE 8

Mr. Stone asked how much of the \$262,000 can be attributed to PERS. Mr. Middleton responded that he would get that information and send it to Mr. Stone.

Chair Runyon asked what actions have been taken to rectify bank reconciliations. Mr. Middleton replied that the Bank reconciliations are being completed by an outside contractor – Debbie Smith-Wagar. She currently is finishing the October reconciliation; November will be done by the end of the 1<sup>st</sup> week of January and then December will be done before the end of January. The target going forward is the 15<sup>th</sup> of each month.

Mr. Middleton went on to say that on a monthly basis, cash is now being reconciled based on the distribution. He said that Ascend determines the distribution to be made by the 10<sup>th</sup> of the following month. This is the cash balance in the Agency fund as of the end of the month. So, the cash balance equals the following distribution.

- The current annual reconciliation performed by the auditors had not to this point been addressed. The focus was on daily transactions. By the end of January a new reconciliation process will be completed to address the taxes receivable balances. This reconciliation will be performed monthly.
- Additionally, reiterating with staff – Agency funds are to be managed on a Cash basis – accruals and dating on anything other than the date of the cash moved is not allowed.

Chair Runyon asked if there will be any changes to the Finance Department's daily routine. Mr. Middleton replied that the cash reconciliation will be performed by the Finance Director and not delegated out. In addition, several annual reconciliations have been standardized and will be performed monthly by staff and reviewed by the Finance Director. He went on to say that there will be more documentation on the State and Federal payroll tax reporting; the reconciliations were not clearly identified for sources of funds. A monthly meeting is set with the Treasurer to review all reconciliations performed including a summary of all reconciliations which will be attached to the Monthly Financial Reports starting with the December Financial Report to be presented in January.

Mr. Middleton continued by saying that a significant change to the cash account will also be addressed. Currently the system only has one account for cash; this

account blends checking, LGIP, unseg, Charter appeal and even Qlife. This drastically increases the difficulty of reconciliation and there is a better way: each separate banking account will have a separate cash account in the GL. Also, the unseg account will be set up to issue checks for distributions that must be done by check and not transferred funds. Currently, the funds are transferred to checking then a check is cut out of checking. It will be a cleaner setup to reconcile and track.

Chair Runyon asked if there are there specific categories and line items that the Commission needs to keep a close eye on. Mr. Middleton replied that there are a number of items to watch:

- Tax Revenues – are we within budget expectations?
- Transfers – if less than budget – why?
- Public Works Intergovernmental Revenue – non single audit – (Motor Vehicle Funds & STP Fund) – are we within budget expectations?
- Weed & Pest Revenues (within Public Works Fund) – Why is it behind budgeted revenues?
- Personnel expense budget execution all funds– should be within straight-line assumption
- Materials & Services all funds – should be within straight –line assumptions and near prior year’s percentage of execution. Some will not be due to nature of expense.
- Capital all funds – is there anything unexpected here?
- Transfers all funds – Transfer in = Transfer out
- Any account with budgeted amounts and no execution against it.

Commissioner Hege asked if we are still looking for a Finance Manager. Mr. Middleton replied that there has been a hire who will start work on January 2, 2018. He said that she is currently the part-time Finance Director for Mosier.

Mr. Middleton explained that Positive Pay is a banking feature that provides a level of protection for our checking account. He said that we issue checks and then send a file to the bank of the checks that have been issued. When a check is presented to the bank it is compared against the list of issued checks before being paid. He reported that recently two fraudulent checks for a total of \$2,000



were submitted to the bank against the County account. He said that it took some time, but the checks were rejected by the bank; he said that he has tightened up that system a bit more.

Commissioner Hege asked if law enforcement has been notified. Mr. Middleton replied that it has and they are investigating.

#### Discussion List – Lottery Funding

Chair Runyon stated that the Association of Oregon Counties has some concerns about how the lottery funding will be distributed. He said that they would like our logo to add to a letter to the State outlining those concerns.

**\*\*\*The Board was in consensus to add the County logo and/or signatures to the AOC letter regarding lottery fund distribution by the State of Oregon.\*\*\***

#### Discussion Item – BNSF Lease

Mr. Stone explained that there is a Burlington Northern Sante Fe Railroad has a generator shack on a small piece of County property on the way to Celilo. He stated that when the lease came up for renewal, he negotiated to double the lease fee. He stated that he recommends approval of the lease.

Vice-Chair Kramer asked if the rate is adjusted annually. Mr. Stone replied that it is.

**{{{Chair Runyon moved to approve the Fourth Amendment to the lease with Burlington Northern Sante Fe Railroad. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

#### Discussion Item – Election of Chair/Vice-Chair

Chair Runyon explained that although this process has historically occurred in January, the first meeting in January will not be until the 17<sup>th</sup>. Therefore, the vote will be taken today to be effective on January 1, 2018.

Chair Runyon nominated Vice-Chair Kramer to be Chair for the 2018 calendar year. No other nominations were made.

**{{{The Board voted unanimously to elect Steven D. Kramer to be Chair of the Wasco County Board of Commissioners for the 2018 calendar year.}}}**

Chair Runyon nominated Commissioner Hege to be Vice-Chair for the 2018 calendar year. No other nominations were made.

**{{{The Board voted unanimously to elect Scott C. Hege to be Vice-Chair of the Wasco County Board of Commissioners for the 2018 calendar year.}}}**

**Consent Agenda – Minutes/Re-appointments/Tax Collection Order**

**{{{Commissioner Hege moved to approve the Consent Agenda amended as noted at the beginning of the meeting. Vice- Chair Kramer seconded the motion which passed unanimously.}}}**

Commissioner Hege observed that Dr. Hamilton has resigned from the North Central Public Health District Board of Health; they will be seeking replacements for his position as well as Fred Schubert's position. He asked if there were any candidates for the vacancy on the Wasco County Forest Collaborative Group Steering Committee. Vice-Chair Kramer replied that they have already identified a replacement, Larry Magill, who has agreed to serve.

**Commission Call**

Commissioner Hege stated that they have asked DHS to provide an opportunity for the County to comment on proposals for entities being considered for operating the local Area Agency on Aging. He said that he received a response with their plan of action. He asked if Commissioner Kramer has further information.

Commissioner Kramer responded that he has been in contact with the State Unit on Aging; they are spending a day or two a week with current staff and are moving forward to take over the operations of AAA. He said that they are planning to extend employment for current staff for one year. He reported that there are two agencies that have expressed interest in administering the program; the State is going through the process of confirming one.

Commissioner Hege asked for an update of day-to-day operations at MCCOG. Commissioner Kramer replied that due to his recent surgery he has not been at the facility for the past two weeks. He said that he has not had any complaints or queries and assumes that all is running smoothly. He added that GOHBI is helping with the administration of the organization and he will be following up with them. He stated that the MCCOG Board has not made final decisions on the distribution of assets and is waiting for a tighter proposal from AOC's County

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 27, 2017  
PAGE 12

Solutions. Mr. Stone added that the agreement was for \$7,500 for County Solutions to do the calculations for the distribution of reserves and physical assets. He said that they will not need that much of the other counties contract with Wasco County for Building Codes Services. He stated that he assumes they are working on a full distribution until more is known.

Chair Runyon announced that he and Mr. Stone have been appointed to a Transportation Committee and attended a meeting last week at which they discussed reorganization of public transportation in the area. He stated that there was representation from both sides of the river. GOHBI is involved with the non-emergent medial transport piece of the system. He stated that the business is running smoothly but there may be an expansion.

Ms. White announced that she would be out of the office from January 6<sup>th</sup> through January 26<sup>th</sup>. Mr. Stone stated that he would be gone for most of next week.

Commissioner Hege asked if there has been any further word from the State regarding Building Codes. Mr. Stone replied that he has spoken with the Assistant Director of State Building Codes who confirmed that the State would take the program on February 1<sup>st</sup> on a temporary basis. He said that will give us more time to work through the plans for the future of Wasco County Building Codes. They are still working on who they will be hiring from local staff. He said that he hopes they will bring a staffing plan to this evening's listening session, saying that he has asked for that a number of times.

Commissioner Hege asked how we noticed and invited people to this evening's listening session. Mr. Stone said that we compiled a list of local contractors from MCCOG and the State Building Codes office; an invitation went out to them from Planning.

Commissioner Hege asked if there is an agenda for the session. Chair Runyon replied that he spoke with Mr. Stone this morning to have him develop opening remarks that will bring attendees up-to-date on where we are, how we got there, what we know and what we don't know. Mr. Stone stated that he will put together an outline for opening comments.

Commissioner Hege said that he sees that there is a decision to be made and we will need to get community input for that. Mr. Stone pointed out that while the contractors are stakeholders, it is really the residents who pay for the

service. He said that it could be problematic to get input from only one sector.

Chair Runyon commented that he thinks we need to make it clear that Wasco County is not taking on MCCOG; we are considering making Building Codes a department of Wasco County. He said that if we take the program, it will take time to transition and we want a clean business.

Chair Runyon called a recess at 12:38 p.m.

The session reconvened at 5:30 p.m. in Room 301 of the Wasco County Courthouse.

**Agenda Item – Listening Session Re: The Future of Building Codes in  
Wasco County**

Chair Runyon explained that MCCOG has made some decisions including divesting Building Codes along with other agencies that will be placed in new homes. He stated that County Administrative Officer Tyler Stone will provide some history and that a representative, Rex Turner, from the State Building Codes Division is on-hand to answer questions. He said that the County had hoped for a one-stop shop with the City of The Dalles but the City did not want that, so we moved on to other ideas.

Mr. Stone explained that MCCOG made the motion to disband all programs at their November meeting which started a ball rolling to rehome all services that MCCOG currently provides. At that time Wasco County asked the MCCOG Board to set the date of transition to July 1, but the Board agreed that it would be Feb. 1.

That MCCOG decision initiated a process to determine the best method of service delivery. We looked at three options:

1. Contracting the services out to another entity (which has since been deemed not prudent based on a recent court case)
2. Giving the program back to the State to operate
3. Or assuming operations of the program by Wasco County.

He reminded everyone that last January the State gave Wasco County two options: to take the program or turn it back over to the State. The Building codes program was previously run by the State and was subsequently taken over by MCCOG. Because the program can only be assumed by a City or

County, Wasco County had to take the program in order for MCCOG to continue operating the program.

Once the announcement was made to disband MCCOG we started a dialogue with City of the Dalles and the frontier counties to assume the program. We proposed a model that had City of The Dalles and Wasco jointly purchasing a building that would house not only the building codes program but also both planning departments. To achieve this model it would cost the City and County approximately \$250,000 each to buy out the remaining debt that was owed to the Building Codes program in exchange for the building and assets of the program. The City of The Dalles voted two weeks ago to not participate in this model despite being the lions-share user of the program. We do not currently have space at the County available to house the building codes program. Additionally we put forth a proposal to continue doing building codes for the frontier counties. That proposal was rejected last week by at least one of the counties at the MCCOG Board meeting.

We are now faced with a decision as to turning the program back to the State or to continue managing the program. As of Feb. 1, the State will assume temporary control of the program to give Wasco County the opportunity to continue to evaluate this program, whether or not it is feasible to take on the additional public employees and all the costs associated with public employees in addition to the management of the program. City of The Dalles also left the door open to continued discussion on sharing the program but it is not likely that the City will participate if there is a financial cost to them. Similarly each of the frontier counties needs to make a decision on how they want to address building codes in their counties.

That leaves us where we are now. We are hosting a listening session to hear comments on the building codes program. We ask you to weigh the pros and cons of the decisions before us.

Chair Runyon said that we have received some communication from the State that they would work with us on a temporary basis but we have heard something different today. He stated that he hopes the state can give us a more firm answer. He went on to say that MCCOG has to resolve the financial issues; the County cannot accept the program until those have been resolved. He said that if the County cannot purchase the building with the City, MCCOG will have to put the building up for sale. He said that it will be complicated to disperse the

reserves; AOC County Solutions has offered to help with that. He stated that his preference would be to have the program remain local although, if the State were to place an office and employees here, that would be fine.

Commissioner Hege asked to hear from the State representative.

Mr. Turner stated that he had previously been the building official in Klamath County and also has worked with other counties. He said that the State model is to act as the backstop for local programs. He said that the State will be here on February 1<sup>st</sup> to provide a solution, but does not want the program. He said that the State will likely hire local people who are familiar with the territory. He said that there will be some kind of office here and staff from Pendleton and Salem; similar to what you are experiencing now.

A citizen asked if MCCOG borrowed money from the program and shouldn't have. Mr. Turner replied that he does not know.

Mike O'Brien asked if the reserves are over \$3 million. Mr. Stone replied that the program has significant reserves in excess of \$3 million.

Mr. O'Brien noted that this is a building fee, not a tax and counties are vying for the money. Mr. Stone responded that there will be some allocation for the distribution but he does not know what that will look like.

Mr. O'Brien said that rates have risen which helped to build that reserve. He suggested that rates could be lowered.

Mr. Turner noted that no matter how the reserves are allocated, they will stay with the building codes program. He said that the State would be open to reviewing the rates for possible reduction but pointed out that the reserves are critical for times of low revenue during which they can be quickly drained. He said that a year's worth of reserves is not unusual.

Mr. O'Brien asked what the reserves are used for. Mr. Turner said that like any other business, they bridge the gap during times of low or no revenue.

Dan McHale said that he questions the 12% surcharge. Mr. Turner stated that the surcharge is not used to build reserves but goes to support the State program.

A citizen said that there are employees that are wondering about their jobs. He asked if Stephanie Zeilgler will still be paid for the next few months while things get figured out.

Mr. Turner replied that would be an obligation of MCCOG. He said he anticipates making offers to various staff but cannot say who that would be at this point – certainly some will be retained if the State takes the program on February 1<sup>st</sup>.

Phil Needam asked if the reserves can be used to ease the transition.

Mr. Turner replied that each of the four counties has a program and each will have to determine how and where to transition the program. Mr. Stone added that County Solutions will work on how to divide those reserves. When that division occurs, MCCOG will no longer exist and will have no building or assets.

Chair Runyon pointed out that until that time, MCCOG will still be at the wheel. He said that some of the information Mr. Turner is providing is new to him and he is happy to hear that the State will be opening a local office and hire some local staff.

Ms. Ziegler stated that she heard that there would not be an office in the City. Mr. Turner responded that the plan review will be in Salem but he has been charged to look for an office in the City of The Dalles.

Mark McCavic asked how construction will continue after February 1<sup>st</sup>. Mr. Turner replied that the State will be here; he just has to find a location. Mr. McCavic stated that it would make sense to just use the MCCOG building while things are sorted out.

Mindy McHale asked what happens between January 1<sup>st</sup> and 31<sup>st</sup>. Mr. Stone replied that MCCOG will not close its doors before February 1<sup>st</sup>. He commented that there may be some space at the MCCOG building but it will be difficult as the building will be up for sale. He said that the County may be able to provide some space.

Chair Runyon pointed out that the program used to be housed in the County's Public Works building and we may be able to do something like that.

Mike Bustos stated that he has been in business locally for 40 years and has employed a lot of people. He said that he wants the program to remain local which will help his business keep people working. He said that the local staff has done a great job. He noted that when the State had the program, he had to sometimes wait weeks.

Mr. O'Brien asked how far out the final decision is. Mr. Turner replied that the State will be here on February 1<sup>st</sup> unless there is not something local in place by then. He said that they may have to bring people in temporarily but he has been talking to local staff.

Mark MacDonald asked how we allowed this to happen and wondered how MCCOG can close before it is resolved.

Chair Runyon replied that the MCCOG Board consists of representatives from five counties; they made the decisions. Mr. MacDonald said that we need to keep this from happening again. He said that chances are that the State will come in and then everyone will wash their hands of it. He said that it is important to have the program local. He said that we should focus on one option and make that work.

Chair Runyon reiterated that this was a MCCOG decision and said that if the State is going to have a local presence that is great. He said that if we want to have it here in a short time, the State is offering a solution.

Mr. McHale asked if the County has a contract with MCCOG. Mr. Stone replied that as of last January the County had an agreement with the State and provided services through MCCOG. Commissioner Hege added that the county does not have an agreement with MCCOG. Mr. McHale stated that he wants the program to remain local; when the State ran it, it took a long time. He said he wants to see it come back to the County.

Chair Runyon asked how long after the State takes the program, can it come back to the County. Mr. Turner replied that he does not know but that there will be an opportunity for the County to take it back.

Chair Runyon stated that we have heard that there is some flexibility and also that there is a two-year waiting period. Mr. Tuner stated that he does not have information about the temporary solution and he is not sure about the length of time that must pass before applying to take the program back from the State.



Chair Runyon commented that if it is two years, that would give the City time to research the possibility of a collaboration with the County.

Mr. McCavic said that he would think the reserves could be used to buy the building and operate out of it; then the County gets an asset and the contractors are not caught in the middle.

Chair Runyon responded saying that there are a number of loans that must be settled. He said that MCEDD will be taking over part of the transportation building. He stated that the Building Codes program loaned MCCOG funds for the purchase of the building. He said that the County cannot resolve that; those questions are for MCCOG.

Ms. McHale asked what Sherman County is saying. She said that lawsuits could result from the division of assets and it would be better to keep the program together. Chair Runyon said that he would agree that it would be good to keep it together, but each county will make their own decision. He said that at this point, Sherman County is not interested in a joint venture. Ms. McHale commented that they want to keep the windmill money. Mr. Stone pointed out that Sherman County has not made a formal decision and have diverse reasons for not wanting to join. Chair Runyon added that the money has to stay with the program whether it is joint or individual.

Chair Runyon stated that MCCOG will have to deal with the loans; it is not a County decision and the County will not take the program with those loans. He said that the County had included the loan on the building in the partnership with the City but that is no longer an option. He said that if the State takes it on, they will have to deal with that issue.

Mr. Turner commented that it will get more complicated for the accountants and attorneys if all the counties do not participate.

A citizen noted that the audit process is annual and should show the percentage owned by each county. Mr. Stone replied that all the funds go into the Building Codes fund. He said that the State has data in their system that can go down to the individual permit, but in the books that money goes into one bucket and is not based on which county generated the money.

Commissioner Hege said that the fund is one big pool and it is a lot of work to track it. He noted that there is a group ready to help with the disbursement. He

said that for him the perfect scenario would be to work with the City for a one stop situation for the City and County. He said that the City is not onboard with that, so we have to find another solution. He said that we will continue to work with the other counties.

Chair Runyon stated that as far as he knows, this has not been taken to the other county commissions for a decision which is slowing the process. Commissioner Hege added that the State coming in on February 1<sup>st</sup> is not the final solution but a stop gap solution. He said that the County hopes to have the time to work through to a more permanent solution. Mr. Stone added that the County is not giving up and the 2-year State solution is only if the County is unable to work out a local solution.

A citizen asked why we are so late in making this decision. Mr. Stone replied that when MCCOG made the decision, the County asked for a longer time frame and the MCCOG Board refused. Chair Runyon noted that during his time on the MCCOG Board, Wasco County had only one vote and were out-voted by the smaller counties every time. Mr. Stone went on to say that the County has not been sitting on its hands; we immediately tried to partner with The Dalles and figure out how we can do this. He said that the main challenge is the rate at which MCCOG is moving. He stated that it is unrealistic to have all the distribution of assets and transition the program in such a short span of time.

City Councilman Russ Brown said that with the State being willing to step in in the short term that will give the County and City longer to work out details. He said that in the short-term, if you think it will be bad with the State, it will really get ugly with us.

Ms. McHale asked what happens to the reserves if it goes to the State and then comes back to the County . . . will the funds come back?

Mr. Stone said that the County has the program for now, however, if it is divided those funds will be ours only as long as it stays temporary.

A citizen asked if the state takes it temporarily, will they take the staff?

Mr. Turner replied that he has talked to some staff already and it would be his goal to have the same crew on the ground. He said that he is not prepared to confirm the temporary arrangement. Mr. Stone said that he has talked a number of times to the State and has been told that the State will take the program on a

temporary basis. Mr. Turner said that he cannot confirm and suggested that the County send a formal letter of request.

Chair Runyon said that the County's main goal is to listen to the community and to provide information that we have been working to make this work – there are a lot of moving pieces.

A citizen asked if there is a phone number or address or email to contact the State to encourage the retention of local staff. Mr. Turner replied that there is contact information on the State website; he assured the audience that contractors opinions do matter to our State Program Administrator. Chair Runyon said that that input is important and the County will make sure the contracting community has that information.

A citizen noted that the State will not want to take the program with a negative on the books. Mr. Turner replied that the State does not have a choice. Mr. Stone pointed out that the reserves are liquid cash money. He said that the loans have to be paid, if there is outstanding debt, the members of MCCOG will be obligated to pay those dollars back.

Chair Runyon thanked everyone for their attendance and feedback and adjourned the session at 6:51 p.m.

## Summary of Actions

### MOTIONS

- **to use NORCOR as a Juvenile Detention Facility based on the recommendation of Wasco County's Juvenile Director and the Juvenile Directors' Oversight Committee.**
- **to approve the purchase of six Interceptor Sports Utility Vehicles and one F150 Crew Cab Truck from Ray Schultens Ford as recommended by the Wasco County Sheriff.**
- **to approve Oregon Military Department Office of Emergency Management Emergency Management Performance Grant CFDA #97.042 Wasco County \$45,465 Grant #17-533. To approve Oregon Cooperative Procurement Agreement.**
- **to approve all eight ASA Extension Agreements as a slate.**
- **to approve the updated Emergency Operations Plan as presented.**

- **to approve the Fourth Amendment to the lease with Burlington Northern Sante Fe Railroad.**
- **to approve the Consent Agenda amended as noted at the beginning of the meeting.**
- **12.6.2017 Regular Session Minutes**
- **12.14.2017 Work Session Minutes**
- **Order 17-064 Cancelling Certain Uncollectible Personal Property Taxes**
- **Reappointments**
  - **Order 17-065 Reappointing Human Resources Manager as ADA Coordinator**
  - **Order 17-066 Reappointing Finance Director as Budget Officer**
  - **Order 17-067 Reappointing Ken Polehn to Wasco County Budget Committee**
  - **Order 17-068 reappointing Steve Kramer to Central Oregon Work Force Consortium**
  - **Order 17-069 reappointing Brian Tuck as 4H & Extension Service District Budget Officer**
  - **Economic Development District:**
    - **Order 17-070 reappointing Matthew Klebes**
    - **Order 17-071 reappointing Frank Kay**
  - **Order 17-072 reappointing Ken Polehn to the 4H & Extension Service District Budget Committee**
  - **Order 17-073 reappointing Ken Polehn to the Library Service District Budget Committee**
  - **Wasco County Fair Board**
    - **Order 17-074 reappointing Chris Schanno**
    - **order 17-075 reappointing Ken Polehn**
  - **Order 17-076 reappointing Jorge Barragon to the Hospital Facility Authority Board**
  - **Order 17-077 reappointing Jeff Wavrunek as the Library Service District Budget Officer**

- **LPSCC**
  - **Order 17-078 reappointing Thomas Peachey**
  - **Order 17-079 reappointing Eric Nisley**
  - **Order 17-080 reappointing Pat Ashmore**
  - **Order 17-081 reappointing Lane Magill**
  - **Order 17-082 reappointing Pat Shortt**
  - **Order 17-083 reappointing Janet Stauffer**
  - **Order 17-084 reappointing Teri Thalhofer**
  - **Order 17-085 reappointing Molly Rogers**
  - **Order 17-086 reappointing Donna Mcclung**
  - **Order 17-087 reappointing Barbara Seatter**
  - **Order 17-088 reappointing Andrew Carter**
  - **Order 17-089 reappointing Tara Koch**
  - **Order 17-090 reappointing Bryan Brandenburg**
  - **Order 17-091 reappointing Rod Runyon**
  - **Order 17-092 reappointing Fritz Bachman**
- **Order 17-093 reappointing Rod Runyon to the Mid-Columbia Economic Development District Board Of Directors**
- **Mosier Watershed Council**
  - **Order 17-094 reappointing Wade Root**
  - **Order 17-095 reappointing Todd Stevens**
  - **Order 17-096 reappointing Kathleen Fitzpatrick**
  - **Order 17-097 reappointing Kristin Mcnall**
- **Order 17-098 reappointing Pat Ashmore to the Northern Oregon Regional Correctional Facility Budget Committee**
- **Order 17-100 reappointing Chris Schanno to the Wasco County Planning Commission**
- **The Dalles Watershed Council**
  - **Order 17-101 reappointing John Dodd**
  - **Order 17-102 reappointing Steve Byers**
  - **Order 17-103 reappointing Martha Blair**
- **Order 17-104 reappointing john Zalaznik to the Tri-County Hazardous Waste Steering Committee**

- **Wasco County Forest Collaborative Steering Committee**
  - **Order 17-105 reappointing John Nelson**
  - **Order 17-107 reappointing Ryan Bessette**
- **Veterans Services Advisory Committee**
  - **Order 17-111 reappointing Pat Combs**
  - **Order 17-112 reappointing Robert Maxwell**
  - **Order 17-113 reappointing Matthew Larsell**

**CONSENSUS**

- **To add the County logo and/or signatures to the AOC letter regarding lottery fund distribution by the State of Oregon.\*To move forward with the process for the uncollectible taxes.**

Wasco County  
Board of Commissioners

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Steven D. Kramer, Board Chair

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Scott C. Hege, Vice-Chair

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Rod L. Runyon, County Commissioner



## AGENDA ITEM

### Supplemental Budget Hearing

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[BUDGET REQUEST](#)

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[RESOLUTION 18-001](#)

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12/15/2017

To: Board of County Commissioners  
CC: Tyler Stone – County Administrator  
Lane Magill – County Sheriff  
Joe Davitt – Dispatch Operations Manager (911)  
From: Mike Middleton – Finance Director  
Re: 911 Budget Change Request

The 911 Communications fund and the 911 Equipment Reserve fund need to have budget changes for two purposes:

1. The funding for 911 Operations is facing a shortfall due to The Dalles not budgeting the full increase needed. This shortage is \$62,042. A transfer from the 911 Reserve fund to the 911 Communications fund will cover this shortage. (This is \$5,170 per month)
2. The purchase of the Harris consoles for 911 was originally budgeted to make a down payment of \$150,000 out of fiscal year 2017 funds. This did not happen so as a result the Beginning fund balance for the 911 Reserve fund is \$150,000 higher than budgeted. The payment will be made out of this year and the intent is to move the 911 Reserve fund to \$0. The remaining balance of the consoles is paid by the General Operating Reserve fund as a loan to the 911 Communications fund to be repaid in fiscal year 2019. The General Operating Reserve fund has plenty of budgetary authority to finance the purchase (\$3.6 million is budgeted as potential capital expenses).

This is a short term solution and with the console purchase the 911 Equipment Reserve fund will be decreased to less than \$1,000. The budget for FY19 is being created and partners will know the amount required before January 1<sup>st</sup>, 2019.

The request budgetary changes are:

911 Communications - Transfer in	62,042	Increase
911 Equipment Reserve – Transfer out	62,042	Increase
911 Equipment Reserve – Beginning Balance	150,000	Increase
911 Equipment Reserve – Capital Expenditures	150,000	Increase





IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

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IN AND FOR THE COUNTY OF WASCO

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IN THE MATTER OF TRANSFERRING BETWEEN FUNDS

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**RESOLUTION 18-001**

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

IT APPEARING TO THE BOARD: That a revenue shortfall is occurring in the 911 Communications fund; and

IT FURTHER APPEARING TO THE BOARD: That the purchase of the new 911 consoles did not start with a down payment in the prior fiscal year; and

IT FURTHER APPEARING TO THE BOARD: That the beginning fund balance is understated as well as the available appropriation for purchasing equipment in the 911 Equipment Reserve fund; and

IT FURTHER APPEARING TO THE BOARD: That the 911 Equipment reserve fund does not contain sufficient funds to purchase the 911 consoles and cover the revenue shortfall; and

IT FURTHER APPEARING TO THE BOARD: That the General Operations Reserve fund contains enough funds to loan for the purchase of the consoles at an interest rate less than available on the leases financing consider and greater than the General Operations Reserve funds are currently earning; and

IT FURTHER APPEARING TO THE BOARD: That prompt payment before December 22<sup>nd</sup> 2017 would result in savings of \$15,000 as the cost of an approved change order is waived by the vendor; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That the budget for 911 Communications and 911 Equipment Reserve be changed as detailed below.

911 Communications - Transfer in	62,042	Increase
911 Equipment Reserve – Transfer out	62,042	Increase
911 Equipment Reserve – Beginning Balance	150,000	Increase
911 Equipment Reserve – Capital Expenditures	150,000	Increase

**ORDER 17-015:** 911 Communications and 911 Equipment Reserve Budget Change

DATED this 17th day of January, 2018.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Rod L. Runyon, County Commissioner



## AGENDA ITEM

### **Sheriff's Report and Position Request**

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SHERIFF'S REPORT (NO DOCUMENTS SUBMITTED)

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[WAGE REQUEST MEMO](#)

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**SHERIFF'S OFFICE**

511 Washington St., Ste.102 • The Dalles, OR 97058  
p: [541] 506-2580 • f: [541] 506-2581 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

*Pioneering pathways to prosperity.*

To: Wasco County Board of Commissioners

Re: Lateral Deputy Pay Grade

Dear Wasco County Board of Commissioners:

The Wasco County Sheriff's Office is in the process of potentially hiring three deputy positions. As we have been working through the process the conclusion was made to attempt and hire a Lateral Deputy for the Sheriff's Office. The benefits of hiring a lateral deputy are numerous, including but not limited to; reduced cost of training, reduced training time, and getting them patrolling on their own rapidly.

If job announcements for lateral deputy are advertised, the pay scale will need to start at a minimum of Step 4 on the salary matrix. The time requirement for lateral employment will be a minimum of three (3) years, which would be consumerate with a three year deputy position starting at Step 1.

We would request BOC authorization for Step 4 pay grade so the job announcement could be posted. Please note this request is only if the Sheriff's Office selects an lateral deputy from another agency.

Sincerely,  
Lane Magill  
Wasco County Sheriff



## AGENDA ITEM

**HB2017 – ODOT Transit Funding Update**

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[STIF FACT SHEET](#)

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# Statewide Transportation Improvement Fund



## Improving public transportation for Oregonians

With the passage of House Bill 2017, Keep Oregon Moving, the Oregon Legislature made a significant investment in transportation to help advance the things that Oregonians value—a vibrant economy, strong communities, high quality of life, a clean environment, and safe, healthy people. This historic investment in Oregon's transportation system will produce benefits for decades to come.

### Multiple benefits

A centerpiece of Keep Oregon Moving is the Statewide Transportation Improvement Fund (STIF). This fund provides a new dedicated source of funding to expand public transportation to access jobs, improve mobility, relieve congestion and reduce greenhouse gas emissions around Oregon.

### New rules for stable funds

ODOT is conducting a public process to develop administrative rules to implement the transit section of House Bill 2017. A Rules Advisory Committee (RAC) is a key piece of the public process. In 2018, the Oregon Transportation Commission (OTC) will adopt administrative rules that help expand public transportation services in Oregon. Service improvements associated with the new funding are expected to begin in 2019.

## Public transportation investments

A new state payroll tax of one-tenth of 1 percent will fund transportation improvements in Oregon. The average employee will contribute less than \$1 per week to generate \$115 million per year for better public transportation.

The new revenue will be allocated across four programs. RAC members will develop guidance for the distribution of funds according to Section 122 of House Bill 2017 for OTC adoption.

### Formula program

90 percent of STIF funds will be distributed proportionately to qualified entities based on taxes paid within their geographic area, with a minimum amount of \$100,000 per year to each qualified entity.

### Discretionary program

5 percent of STIF funds will be awarded to eligible public transportation providers based on a competitive grant process.

### Intercity discretionary program

4 percent of STIF funds will be used to improve public transportation between two or more cities based on a competitive grant program.

### Public transportation technical resource center

ODOT will use 1 percent of STIF funds to create a statewide resource center to assist public transportation providers in rural areas with training, planning and information technology.

## Rules Advisory Committee

A committee of Oregonians will advise the OTC and ODOT staff on rules that define how to distribute funds through the STIF formula and discretionary grant programs. The committee members represent various interests, including:

- Transit providers from large and small urban areas and rural areas
- Tribal transit providers
- Non-government transit providers
- Counties and cities
- Bicycle and pedestrian advocacy
- Equity and environmental justice advocacy
- Business community
- Seniors and people with disabilities
- Social and human services

## Schedule

The RAC will meet at least six times over as many months to consider public comment and develop recommended rules. The OTC will consider the RAC's recommendations and expects to finalize the STIF rules in spring-summer 2018.

ODOT expects to execute the initial formula fund grant agreements in January 2019 and the initial discretionary and discretionary intercity fund grant agreements in July 2019.

## Get involved!

Community members are encouraged to participate in the rule-making process.

### Visit the STIF website

Sign up for email updates and find the most up-to-date project information on the STIF website:

[www.oregon.gov/ODOT/RPTD/Pages/STIF.aspx](http://www.oregon.gov/ODOT/RPTD/Pages/STIF.aspx)

### Attend a Rules Advisory Committee meeting

All RAC meetings are open to the public and include opportunity for public comment. You can attend meetings remotely using information found on meeting agendas. Find meeting information on the STIF website listed above.



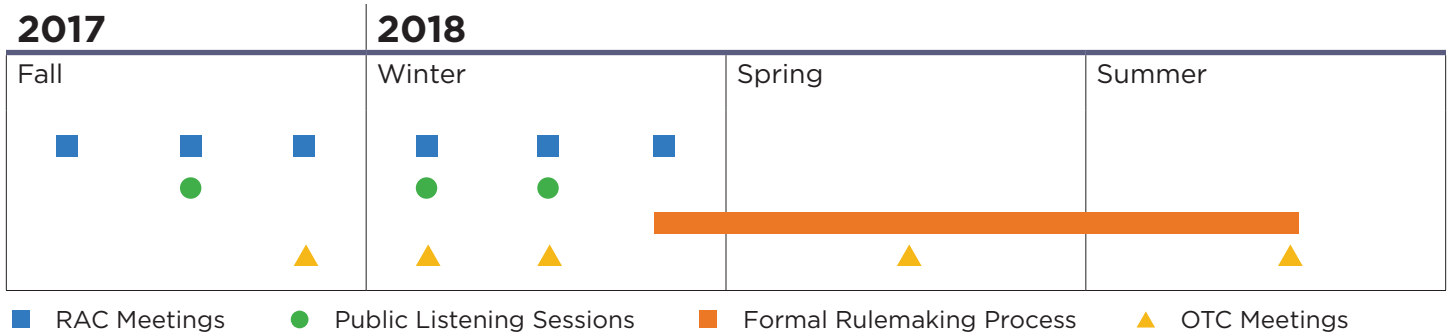
### Contact ODOT

Send your questions to Karyn Criswell, ODOT STIF implementation project manager via email at:

[karyn.c.criswell@odot.state.or.us](mailto:karyn.c.criswell@odot.state.or.us)

For More Information on House Bill 2017 and Keep Oregon Moving:

[www.oregon.gov/ODOT/Pages/HB2017.aspx](http://www.oregon.gov/ODOT/Pages/HB2017.aspx)



For Americans with Disabilities Act or Civil Rights Title VI accommodations, translation/interpretation services, or more information call 503-731-4128, TTY (800) 735-2900 or Oregon Relay Service 7-1-1.





## AGENDA ITEM

**MCEDD – Transportation Agreement**

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[MCEDD TRANSPORTATION AGREEMENT](#)

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## WASCO COUNTY TRANSPORTATION SERVICES CONTRACT

This Contract is between WASCO COUNTY, a political subdivision, acting by and through the Board of County Commissioners (County) and Mid-Columbia Economic Development District (Contractor). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be February 1, 2018. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance as of June 30, 2019. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes page 1-11 And Exhibits 1-6.

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### CONTRACTOR DATA AND SIGNATURE

Contractor Address: 515 E. 2<sup>nd</sup> Street A, The Dalles, OR 97058

Federal Tax ID#: 93-0586118

Is Contractor a nonresident alien?  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  Corporation for-profit

Corporation non-profit  Council of Governments (ORS 190)

A Federal Tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal Tax ID number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contract shall also sign Exhibit 3.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

---

**WASCO COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \_\_\_\_\_ are not valid and not binding on the County until signed by the appropriate Wasco County Department Head. Additionally, Contracts with a maximum consideration great than \_\_\_\_\_ but less than \_\_\_\_\_ are not valid and not binding on the County until signed by the Board of County Commissioners.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Wasco County Board of Commissioners

\_\_\_\_\_  
Steven D. Kramer, Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Rod L. Runyon, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell, County Counsel

**STANDARD TERMS AND CONDITIONS**

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County’s review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor Billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract.
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. This Contract shall not be amended after the expiration date.
  - e. Contractor shall submit quarterly performance reports and invoices for work completed. These shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses incurred. Invoices must be legible and include a description of the service, the date(s) of the service, and the agency providing the service.
  - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County, the Contractor shall be responsible for the performance of the subcontractor.

**4. No Third Party Beneficiaries.**

- a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as beneficiaries of this Contract.

**5. Successors in Interest.** The provision of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

**6. Early Termination.** This Contract may be terminated as follows:

- a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
  - 1) If funding from federal government, state, or other sources is not obtained and continued at levels sufficient to allow for the services as required in this contract.
  - 2) This Contract may be modified to accommodate the change in available funds.
  - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or change in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions.
  - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or cease doing business on a regular basis.

e. County Default or Breach.

- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
- 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

**7. Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contract receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6d of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the terminate date if such work was performed in accordance with the Contract.
  - 1) With respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462 and
  - 2) With respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
  - 3) Subject to the limitations under paragraph 8 of this Contract.

**8. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the

remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.

- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable efforts to remove or eliminate performance of its obligations under this Contract. For any delay in performance as a result of the events describe in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in an order whatsoever.

**9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's requires, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**10. Work Standard.**

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this Contract, Contractor agrees to:
  - 1) Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) Comply with all applicable legal requirements;
  - 3) Comply with all programs, directives and instructions of County relating to safety, storage of equipment or materials;
  - 4) Take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities and areas of service under this Contract, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

**11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract. Contractor shall adhere to FTA guidelines and requirements in accordance with Exhibit 4 attached hereto and incorporated by reference herein.

- 12. Insurance.** Contactor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- 13. Criminal Background Investigations.** Contractor understands that Contractor and Contractor’s employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
- 14. Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:
- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County’s or the Contractor’s responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
  - b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
  - c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child’s guardian, except as required by other terms of this Contract.
  - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
  - e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act (“HIPAA”).
  - f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
  - g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA
  - h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.
- 15. Reports.** Contractor shall provide County with periodic performance reports on a quarterly basis. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor’s possession from third parties.
- 16. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.
- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken.
    - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.

2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.

2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.

**17. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of the County.

a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.

b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine.

c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.

d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.

f. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.

g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf.

h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, and irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf.



**18. County Code Provision.** There is no additional County Code Provision requiring Contractor’s compliance.

**19. Partnership.** County is not, by virtue of this contract, a partner or joint venture with Contractor in connection with activities carried out under this contract and shall have no obligation with respect to Contractor’s debts or any other liabilities of each and every nature.

**20. Indemnity and Hold Harmless.**

- a. To the fullest extent authorized by law, Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County’s use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a. of this paragraph; however, neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Wasco County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County’s legal counsel, in a form and manner determined appropriate by the County’s legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County’s legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors or agents under this Contract.

**21. Waiver.**

- a. County’s delay in exercising, or failure to exercise any right, power or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**22. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, “Claim”) between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit Court of Wasco County for the State of Oregon; provide, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

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

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

**25. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrative Officer.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Amanda Hoey, Executive Director  
515 E. 2<sup>nd</sup> Street A  
The Dalles, OR 97058

To County:

Tyler Stone, Administrative Officer  
511 Washington Street, Suite 101  
The Dalles, OR 97058

**26. Merger Clause.** This Contract and the attached Exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**27. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act. (ORS 646A.600 et seq.).

**28. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-207, 28 and 30.

**29. Representations and Warranties.**

- a. Contractor’s Representations and Warranties. Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to

perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry;

4) Contractor shall, at all times during the term of this Contractor, be qualified, professionally competent, and duly licensed to perform the Work;

5) Contractor prepared its proposal related to this Contract, be qualified, professionally competent, and duly licensed to perform the Work;

6) Contractor's making and performance of this Contract 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.

b. Warranties Cumulative. The warranties set forth in this paragraph are in addition to and not in lieu of any other warranties provided.

**30. Non-Discrimination.** Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or other such remedies deemed appropriate by County.

**31. SB 675 (2015) Representation and Covenant.**

a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Wasco County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Wasco County, during the term of this contract.

c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Wasco County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Wasco County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

**32. Compliance with Provisions of Funding Source.** In addition to the conditions outlined in this Contract, Contractor must comply with all provisions specified in both Federal Regulations and Required Third-Party Contract Clauses (Exhibit 4), Agreement No. 32222 (exhibit 5) between Wasco County and the Oregon Department of Transportation (ODOT) and Agreement No. 32024 (exhibit 6) between Wasco County and the Oregon Department of Transportation (ODOT).

**EXHIBIT 1**

**WASCO COUNTY SERVICES CONTRACT**

**STATEMENT OF WORK, COMPENSATION, PAYMENT TERMS AND SCHEDULE**

**1. Contractor shall perform the following work:**

- a. Provide public transportation to seniors, individuals with disabilities and the general public in Wasco County, specifically in The Dalles area. The local services is demand-responsive, available Monday through Friday. Passengers are picked up at their origins and dropped off at their destinations. Local service is available within the City of The Dalles as well as a broad area outside the community. Project may support the administrative costs required to manage the service contract.
- b. Provide service designed to benefit seniors and individuals with disabilities and may also be made available to the general public.

Schedules, days, hours and service type (demand responsive, fixed route or other) will be designed to meet the needs of seniors and individuals with disabilities as determined by County in consultation with Contractor, the affected community members and stakeholders identified by County.

Services will be provided in accordance with the locally adopted Human Services and transportation Coordinated Plan. Contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

County may require that the service design be amended at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or any other situation that requires service to be changed.

Contractor will actively market the services to the target users.

- c. Provide for preventative maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition and that safety standards are met. Preventative maintenance reimbursed in this contract is for assets used in the provision of public transportation services for the general public, seniors or individuals with disabilities. This contract does not provide for maintenance on staff vehicles, vehicles used for business of the Contractor or maintenance vehicles.
- d. Support special transportation services benefitting seniors and individuals with disabilities. Funding originating from the Wasco County/State of Oregon Agreement No. 32024 STF may be used for projects that improve transportation for senior and disabled populations, including but not limited to: maintenance and expansion of existing transportation programs, creation of new programs and services, planning and development for improved access to transportation, capital purchases and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.
- e. The following performance measure(s) will be used to evaluate the effectiveness of the project:  
Ridership: The actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. For the entire 2017-19 Contract between the County and ODOT the goal includes

251 unduplicated individuals and 22,000 one-way rides for FY17-19. A passenger trip is a unit of service counted each time a passenger trip.

- f. This Contract is for operations and capitalized preventive maintenance, which are defined under 49 USC § 5310 program, as described in Circular 9070, 1F, Section 111-14-e. Generally accepted accounting principles and the Contractor’s accounting system determine those costs that are to be accounted for as operating costs. Contractor may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Contractor may use capital equipment funded under U.S. Department of Transportation or State-source agreements when performing services rendered through this contract. Depreciation of capital equipment funded from U.S. Department of Transportation or State-source grants is not an eligible expense. As this agreement also includes funding through Special Transportation Formula Funds, Contractor will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732. Contractor will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to the State.

Sources of funding that may be used as match for § 5310 program funds covered under this contract include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Contractor may not use passenger fares as match.

Contractor will subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expenses of the service. All administrative and operating expenses incurred by Contractor are reimbursable as operating expenses. The required match share will be subtracted from the project expenses to determine the contractual share of the project expense.

Contractor may not use assets acquired under this Contract to compete unfairly with the private sector.

**ESTIMATED PROJECT EXPENSE**

Project Estimated Cost:

Contracted Service (5310): \$156,769.00 in state funds less the amount already expended prior to February 1, 2018. Local Match of \$17,943.00 less the amount already expended prior to February 1, 2018.

Preventative Maintenance: \$30,000.00 less the amount already expended prior to February 1, 2018. Local match of \$3,434.00 less the amount already expended prior to February 1, 2018.

Operating (STF): \$134,000 less the amount already expended prior to February 1, 2018.

- 2. **County Services.** County shall provide Contractor, at County’s expense, with material and services described as follows: None.

**3. Consideration.**

- a. County shall pay Contractor a fixed amount of **\$186,769.00 (total Wasco County/State of Oregon agreement) less the amount already expended as of January 31, 2018** during the 2017-2019 biennium in funds obtained from the Federal Transit Administration (FTA) Section 5310 Program as administered by the State of Oregon Department of Transportation.

b. County shall pay Contractor an additional fixed amount of **\$134,000.00 (total Wasco County/State of Oregon agreement) less the amount already expended as of January 31, 2018** during the 2017-2019 biennium in STF funds obtained from the State of Oregon, acting by and through its Department of Transportation, Rail and Public Transit Division.

c. Contractor shall be entitled to reimbursement for expenses.

YES     NO

**4. The maximum compensation.**

a. The maximum compensation under this contract, including allowable expenses, is \$320,769.00 less the amount already expended by the County as of January 31, 2018 on an agreement with Mid-Columbia Council of Governments for these funds.

b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.

1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.

2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

**5. Schedule of Performance or Delivery.**

a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following: County will only pay for completed work that conforms to this schedule and only at such time as a completed Agency Periodic Report has been submitted to the Oregon Department of Transportation Public Transit Divisions OPTIS system.

**EXHIBIT 2**  
**WASCO COUNTY SERVICES CONTRACT**  
**INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below and as required by the State of Oregon Insurance Requirements listed in the contracts attached as Exhibits 5 and 6. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Wasco County.**

**Contractor Name: Mid-Columbia Economic Development District**

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

<u>Per Occurrence Limit</u>	<u>Per Aggregate Limit</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County                       Not required by County (one box must be checked)

Commercial General Liability insurance with combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, complete operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds,

their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorney’s fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name **Wasco County, State of Oregon, their officers, agents, employees and volunteers as an additional insured.** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County                       Not required by County (one box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County                       Not required by County (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured’s condition must be included in all commercial general liability policies required by this Contract. Contractor’s coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management Review

Date

\_\_\_\_\_

\_\_\_\_\_



### EXHIBIT 3

#### WASCO COUNTY SERVICES CONTRACT

#### COMPLIANCE WITH REQUIREMENTS OF FUNDING SOURCE AND FEDERAL AND STATE LAWS, STATUTES, RULES REGULATIONS, EXECUTIVE ORDERS AND POLICIES

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. If Contractor is currently performing work for the county, State of Oregon or Federal Government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County, State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor agrees to complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or

entered into, submission of this certification is a prerequisite for making or entering in to this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 4. Contractor must furnish to County proof of signed Certifications and Assurances for Federal Transit Administration Assistance Programs for each year this Contract is in effect.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

## EXHIBIT 4

### WASCO COUNTY SERVICES CONTRACT

#### **SUMMARY OF FEDERAL REQUIREMENTS AND INCORPORATING BY REFERENCE ANNUAL LIST OF CERTIFICATIONS AND ASSURANCES FOR FTA GRANTS AND COOPERATIVE AGREEMENTS AND FEDERAL TRANSIT ADMINISTRATION MASTER AGREEMENT**

**ALL OR PART OF THIS CONTRACT IS FEDERALLY FUNDED.** CONTRACTOR shall comply with all applicable federal regulations in addition to all other specifications, terms and conditions of the attached contract as follows:

Contractor must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Contract, are by this reference incorporated herein.

Contractor further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by the State of Oregon. This Master Agreement is incorporated by reference and made part of this Contract. Said Master Agreement is available upon request from the State by calling 503.986.3300, or at [www.transit.dot.gov](http://www.transit.dot.gov).

#### **No Federal Government Obligation to Third Parties**

The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records and Reports**

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three  
(3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### **Changes to Federal Requirements Clause**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between [AGENCY} and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Civil Rights and Equal Opportunity**

The Oregon Department of Transportation (ODOT) is an Equal Opportunity Employer. As such, the ODOT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the ODOT agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disadvantaged Business Enterprises (DBE)**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Recipients (County) must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the County makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the County’s written consent; and that, unless the County’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

**Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County’s requests which would cause County to be in violation of the FTA terms and conditions.

**Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is

valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier-to-tier up to the County.

**Clean Air**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Clean Water**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Contract Work Hours and Safety Standards Act**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**3. Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**4. Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**Public Transportation Employee Protective Agreements**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- 3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

**Charter Service**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that Recipients (County) and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities unless the contractor adheres to the exceptions provided in 49 CFR part 604.6 through 49 CFR part 604.11 and adheres to the reporting requirements of 49 CFR part 604.12.



### **School Bus Operations**

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

### **Drug and Alcohol Testing**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Oregon Department of Transportation, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR parts 655 and review the testing process.

### **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **ADA Access**

The contract agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to



## AGENDA ITEM

### Community Corrections Mobile Device Lease

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[INTRODUCTORY EMAIL](#)

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[MOBILE DEVICE LEASE](#)

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**Bachman Fritz J** <Fritz.J.Bachman@cc.doc.state.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>  
Cc: Mike Middleton <mikem@co.wasco.or.us>

Mon, Dec 11, 2017 at 11:46 AM

Hi Kathy,

Attached is an IGA originating from the State's IT Department. It establishes a mechanism for the State to bill select eastern-region rural counties a nominal amount for wireless service to secure mobile devices. Apparently this is the only way that the Community Corrections network can securely support mobile devices with access to email and other database systems. It is something we've never had before and have wanted for a long time.

The devices have to be purchased through State IT and set up through them. Data rates are to be split equally between each of the nine counties, and Wasco's 1/9<sup>th</sup> share is expected to be \$40/month for iPhone devices and \$70/month for iPad devices. I plan to purchase two iPad devices for my office. This would be an additional \$1,680 per year to my County phone line item but worth it for me to have access to information when on the road. It is well within our DOC Grant-In-Aid biennial budget for Administration.

Any questions just let me know, Thanks!

Fritz

# INTERGOVERNMENTAL AGREEMENT

## Agreement No. 5571

This Agreement is between the State of Oregon acting by and through its Oregon Department of Corrections ("Agency") and Wasco County, acting by and through its Community Corrections Office ("County"), each a "Party" and, together, the "Parties".

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

### SECTION 2: BACKGROUND AND PURPOSE

Whereas the following Oregon County Community Corrections, Parole and Probation Offices, (collectively known as "Counties") have a need for mobile access to Agency email by County staff:

- Grant County
- Harney County
- Lake County
- Morrow County
- Tri-Counties (Sherman, Wheeler, and Gilliam Counties)
- Umatilla County
- Union County
- Wallowa County
- Wasco County

Whereas Agency has the ability to provide the technical infrastructure required to establish an information system network (collectively referred to as the "ccDomain") and business processes required to provide designated County staff ("Users") Agency email access through Agency-configured and provisioned iPhone and iPad mobile devices ("Mobile Devices").

Now therefore, the purpose of this Agreement is to provide County the ability to send and receive real-time emails from an Agency configured and provisioned iPhone or iPad ("Mobile Devices").

## **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement is effective on the date of the last signature, and terminates December 31, 2022 unless terminated earlier in accordance with the Termination Section.

## **SECTION 4: AUTHORIZED REPRESENTATIVES**

### **4.1 Agency's Authorized Representative is:**

Denise Sitler  
2575 Center Street NE  
Salem, OR 97301  
Fax: 503-373-7810  
Phone (Office): 503-945-9051  
denise.sitler@doc.state.or.us

### **4.2 County's Authorized Representative is:**

Wasco County Board of Commissioners  
Steven D. Kramer, Chair  
511 Washington Street, Suite 302  
The Dalles, OR 97058  
Fax: 541.506.2551  
Phone (Office): 541.506.2520  
stevek@co.wasco.or.us

### **4.3 A Party may designate a new Authorized Representative by written notice to the other Party.**

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

Each Party agrees to responsibilities as described in Exhibit A, "Responsibilities of the Parties", attached hereto and incorporated herein by this reference.

## **SECTION 6: COMPENSATION; INVOICING AND PAYMENT**

### **6.1 Compensation**

**6.1.1 County-Specific Usage Costs.** County shall reimburse Agency for Agency's cost of the following items purchased by Agency specifically for use by County staff.

**6.1.1.1 Equipment.** Purchase of iPhones and iPads including equipment upgrades purchased specifically for County staff.

**6.1.1.2 Carrier plans,** which shall include data, text and voice usage.

**6.1.1.3** DOC costs of repairing or replacing any lost, stolen, or damaged Mobile Device(s) will be incurred by County as County-specific costs.

**6.1.2 Shared ccDomain Network System Costs.** County shall reimburse Agency for County's prorated share of ccDomain network system costs as described below.

6.1.2.1.1 Prorated share is defined as described below (County's "Prorated Share"):

Grant County Prorated Share = 1/9 of Agency total ccDomain Network System Costs

Harney County Prorated Share = 1/9 of Agency total ccDomain Network System Costs

Lake County Prorated Share = 1/9 of Agency total ccDomain Network System Costs

Morrow County Prorated Share = 1/9 of Agency total ccDomain Network System Costs

Tri-Counties (Sherman, Wheeler, and Gilliam Counties) Three County combined Prorated Share = 1/9 of Agency total ccDomain Network System Costs

Umatilla County Prorated Share = 1/9 of Agency total ccDomain Network System Costs

Union County Prorated Share = 1/9 of Agency total ccDomain Network System Costs

Wallowa County Prorated Share = 1/9 of Agency total ccDomain Network System Costs

Wasco County Prorated Share = 1/9 of Agency total ccDomain Network System Costs

6.1.2.1.2 Monthly computer server costs. These are monthly Oregon Enterprise Technology Services (ETS) /Oregon State Data Center (SDC) costs associated with the two servers necessary for the ccDomain network. The ongoing monthly costs and any upgrade costs for the servers shall be reimbursed by the County in an amount equal to County's Prorated Share.

6.1.2.1.3 Other expenses reasonably and necessarily incurred by Agency in providing services and delivering goods related to the establishment, maintenance, upgrade and use of the ccDomain system

**6.1.3 Mobile Device Management ("MDM") Computer Software License Agreement.** This consists of a Software as a Service (SaaS) subscription purchased annually for a specific number of devices. County shall reimburse Agency for County's Prorated Share of MDM license subscription costs.

## **6.2 Invoicing and Payment.**

**6.2.1 Quarterly Costs.** Agency shall invoice County and County shall pay Agency on a quarterly basis for County-specific Usage Costs and ccDomain Network Systems services and goods delivered to County during the prior calendar quarter.

- 6.2.2 Annual Costs. Agency shall invoice County and County shall pay Agency on an annual basis for County's Prorated share of MDM Subscription Services.
- 6.2.3 County shall submit payment to Agency within 45 days after receipt of an invoice.
- 6.2.4 Agency shall include Agreement number on invoice.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

County represents and warrants to Agency that:

- 7.1 County is organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 7.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and

conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: CONTRIBUTION**

- 9.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 9.2** With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 9.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement



amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 10: COUNTY DEFAULT**

County will be in default under this Agreement upon the occurrence of any of the following events:

- 10.1** County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 10.2** Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 10.3** County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 10.4** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 11: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 12: REMEDIES**

- 12.1** In the event County is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2** In the event Agency is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 14.3.3, or in the event Agency terminates this Agreement under Sections 14.2.1, 14.2.2, 14.2.3, or 14.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

## **SECTION 13: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 14: TERMINATION**

- 14.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 14.2** Agency may terminate this Agreement as follows:
- 14.2.1** Upon 60 days advance written notice to County;
  - 14.2.2** Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 14.2.3** Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
  - 14.2.4** Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or
  - 14.2.5** As otherwise expressly provided in this Agreement.
- 14.3** County may terminate this Agreement as follows:
- 14.3.1** Upon 60 days advance written notice to Agency;
  - 14.3.2** Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 14.3.3** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;
  - 14.3.4** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
  - 14.3.5** As otherwise expressly provided in this Agreement.
- 14.4** Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, County will surrender to Agency all Mobile Devices in County's possession and is responsible to fulfill all on-going User Carrier plan agreements.

## **SECTION 15: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 16: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 17: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 17. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 18: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13 and 18 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 19: SEVERABILITY**

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

## **SECTION 20: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 21: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 22: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 23: INTENDED BENEFICIARIES**

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 24: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 25: ASSIGNMENT AND SUCCESSORS IN INTEREST**

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding

upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 26: SUBCONTRACTS**

County shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

## **SECTION 27: TIME IS OF THE ESSENCE**

Time is of the essence in County's performance of its obligations under this Agreement.

## **SECTION 28: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 29: RECORDS MAINTENANCE AND ACCESS**

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

**SECTION 30: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

**SECTION 31: ADDITIONAL REQUIREMENTS**

County shall comply with the additional requirements set forth in Exhibit B ("DOC - ccDomain Counties Wireless Communications Device Order/Change Request Form"), attached hereto and incorporated herein by this reference. The Parties agree Agency may revise Exhibit B from time to time, and such revision shall not require execution of an amendment to the Agreement to become effective.

**SECTION 32: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A and Exhibit B.

**SECTION 33: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Corrections**

\_\_\_\_\_  
Toni Payseno, Designated Procurement Officer

\_\_\_\_\_  
Date

**Wasco County, acting by and through its Community Corrections Office**

\_\_\_\_\_  
Steven D. Kramer, Chair  
Wasco County Board of Commissioners

\_\_\_\_\_  
January 17, 2018  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell, County Counsel

## **EXHIBIT A**

### **RESPONSIBILITIES OF THE PARTIES**

#### **1. AGENCY RESPONSIBILITIES**

1.1 Agency shall develop and implement the technical infrastructure and business processes necessary to provide County Agency email access through Agency-configured and provisioned iPhone and iPad mobile devices.

1.2 Agency shall pay cost of computer server set-up and for Agency Helpdesk and Technical Support services.

#### **1.3 Technical Support / Helpdesk**

1.3.1 Agency shall provide technical support services to ccDomain Users. Examples of support services include password/pin reset, assistance updating Mobile Device operating system, managing issues with email or calendar functions that may not be operating properly, and to report lost or stolen Mobile Devices.

1.3.2 Technical support services will be provided remotely when possible. Technical support services shall only be provided at designated DOC facilities when remote support is not an option.

1.3.3 County may contact Agency's Helpdesk by email or telephone for Mobile Device technical support at:

Telephone: 1-866-531-9600

Email: [DOC.Helpdesk@doc.state.or.us](mailto:DOC.Helpdesk@doc.state.or.us)

1.3.4 Helpdesk hours of operation.

Normal hours of operation:  
Monday through Friday 6:00 AM to 5:00 PM

Limited after hours support:  
Monday through Friday 5:00 PM to 11:00 PM.

Holiday hours:  
County will be advised by email in advance of DOC Helpdesk holiday closures.

1.3.5 Agency may change Helpdesk contact information and hours of operation from time to time and such change shall not require execution of an amendment to the Agreement to become effective.



## **2. COUNTY RESPONSIBILITIES**

### **2.1 Mobile Device Conditions and Restrictions.**

County agrees to the ccDomain Network and Mobile Device conditions and restrictions of use described below.

#### **2.1.1 Conditions and restrictions of use contained in Exhibit B.**

2.1.2 All County staff using the ccDomain system (“Users”) shall complete, sign and forward to Agency’s Authorized Representative page 2 of Attachment B which describes User’s responsibilities and conditions of use of the ccDomain Network.

2.1.3 Device usage shall be in compliance with all Agency Information Services Policies, including but not limited to Agency Policy, Chapter 60, Information Systems (available at: [http://www.oregon.gov/doc/OC/Pages/rules\\_policies/policies\\_num.aspx](http://www.oregon.gov/doc/OC/Pages/rules_policies/policies_num.aspx), State of Oregon Information Security Standards, and Federal Criminal Justice Information Services security policies published by the Federal Bureau of Investigation. This includes, but is not limited to:

2.1.3.1 Acceptable use of information assets and data

2.1.3.2 Ensuring proper security of information and data

2.1.3.3 Timely reporting of any loss, theft or breach of information, equipment, applications or data.

## **3. OTHER RESPONSIBILITIES OF THE PARTIES**

### **3.1 Purchase, Replacement, Repair and Recycling of Mobile Devices**

#### **3.1.1 Purchase and Replacement of Mobile Devices.**

3.1.1.1 Agency shall purchase all Mobile Devices to be used on the ccDomain Network and only those Agency-approved Mobile Devices may be used on the ccDomain Network.

3.1.1.2 County may purchase a Mobile Device by completing the Page 1 of Attachment B, and emailing the completed form to Agency’s Authorized Representative.

3.1.1.3 Replacement of Damaged Mobile Devices not under warranty, and those not eligible for an upgrade may require County to pay full price for a new device.

#### **3.1.2 Repair of Mobile Devices.**

3.1.2.1 If a Mobile Device is damaged, County shall contact the Agency Helpdesk. The Helpdesk will determine if the device is still under warranty, which may require County-delivery of the device to Agency to facilitate communications with the Mobile Device vendor and subsequent warranty exchange and / or repair.

3.1.2.3 If Helpdesk determines the device is not covered by warranty, Agency will recycle the device in accordance with Section 3.1.3. County may order a new device in accordance with Section 3.1.1.2. If they are not eligible for an upgrade they will need to pay full price for the new device.

### 3.1.3 Recycling of Mobile Devices

Damaged and upgraded Mobile Devices shall be forwarded to Agency by County for recycling.

## 3.2 Investigations - Mobile Device usage and ccDomain.

### 3.2.1 Investigation Initiated by County.

Investigations may be initiated by County Director and shall be referred to Agency's Authorized Representative or designee.

### 3.2.2 Investigations initiated by Agency.

Investigations initiated shall be in accordance with Agency Policies, including but not limited to 60.1.2 related to information systems, and includes investigations of Mobile Devices.

## 3.3 Usage Reports

County requests for data plan usage reports shall be emailed to Agency's Authorized Representative.



Oregon

IGA # - EXHIBIT B



DOC – ccDomain Counties Wireless

Communication Device Order/Change Request Form

Requestor Information

Requestor Name:

Cost Center #: 12900102

County: N/A

Community Corrections DOC Approver: \_\_\_\_\_  
(Agency Asst. Director of Community Corrections or Designee)

Work Phone:

Comm. Corr. DOC Approver Signature: \_\_\_\_\_ Date

Request options (check all that apply):

Service Options

- New Line of Service
- Cancel Service
- Billing Information Change
- Port Request

User Options

- User Name/Info Update
- Change to Different User
- This is a Check-out Device
- This is an Emergency Line of Service

Device Options

- Device Repair/Replace
- Device Lost/Stolen\*
- Device Change
- Device Return

NOTE: End user must sign the attached device agreement and statement of responsibility form and return with Order/Change Request form.

\*Device Lost/Stolen: Date reported to DL ITS Security \_\_\_\_\_ Attach copy of e-mail to this form

Request Information

Current Information

Phone#:  
ccD Username:  
Device Type: N/A  
Color: N/A

New Information/New Service

Phone#:  
ccD Username:  
Device Type: N/A  
Color: N/A

Delivery Information

DOC Work Site: N/A  
Ship to ATTN: TSA

Notes: This is a ccDomain mobile device.

Approval to Order/Change

ccDomain County Director:

Name: N/A

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE NOTE: Request will not be processed without completed and signed agreement and statement of responsibility form.

Send form to Agency Asst. Director of Community Corrections or Designee

**User Requirements:**

1. ccDomain mobile device usage shall be in compliance with all Agency Information Services Policies, including but not limited to Agency Policy, Chapter 60, Information Systems (available at: [http://www.oregon.gov/doc/OC/Pages/rules\\_policies/policies\\_num.aspx](http://www.oregon.gov/doc/OC/Pages/rules_policies/policies_num.aspx)), State of Oregon Information Security Standards, and Federal Criminal Justice Information Services security policies published by the Federal Bureau of Investigation. This includes, but is not limited to:
  - Acceptable use of information assets and data
  - Ensuring proper security of information and data
  - Timely reporting of any loss, theft, or breach of information, equipment, applications, or data
2. Accessories, if any, for all ccDomain mobile devices are the responsibility of the County.
3. By default, no international carrier plans (data, text, voice) will be provided for any ccDomain mobile device.
4. Wireless data and voice plan service bills will be regularly reviewed by DOC Community Corrections management or designated staff. Wireless service bills may be reviewed by DOC Investigations, DOC or county auditors, and county directors, as needed.
5. Upon receipt of a ccDomain mobile device, set up your voice mail with your name and office location.
6. Secure your ccDomain mobile device when you are not using it, and report all lost or stolen devices immediately to your County Director *and* DOC IT Services via the DOC Help Desk (1-866-531-9600 or [DOC.Helpdesk@doc.state.or.us](mailto:DOC.Helpdesk@doc.state.or.us)) to suspend service.
7. Call the DOC Help Desk for any other support issues such as password/pin reset, assistance updating mobile device operating system, and managing issues with email or calendar functions that may not be operating properly.
8. ccDomain mobile device users should not forward mobile device calls or text messages to their personal phone numbers or other mobile devices.
9. No add-in user applications shall be allowed on ccDomain mobile devices except for the default apps authorized by Agency.
10. ccDomain mobile devices shall have the same email, anti-malware, and security requirements as Agency devices in the Agency domain.
11. DOC will provide Technical Support services for the ccDomain mobile devices only at designated DOC facilities.

By signing this agreement, I acknowledge that I have read and understand the DOC Telecommunications Policy 10.1.2 and the responsibility guidelines for ccDomain county users listed above.

\_\_\_\_\_  
*User Signature*

\_\_\_\_\_  
*Date (mm/dd/yyyy)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*ccDomain County & Section*



## **AGENDA ITEM**

**Harding House Repairs and Jail Remodel Update**

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[STAFF RECOMMENDATION](#)

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## FACILITIES

Fred Davis | *Facilities Operations Manager*

[fredd@co.wasco.or.us](mailto:fredd@co.wasco.or.us) | [www.co.wasco.or.us](http://www.co.wasco.or.us)

511 Washington St., Ste. 101 • The Dalles, OR 97058

p: [541] 506-2550 • f: [541] 506-2551

***Pioneering pathways to prosperity.***

1. Based on the preferences that were expressed by the Wasco County BOCC at the work session of 01/11/18, I ask that all Proposals for the Orlando Humason House Repair project be rejected.
2. Based on the preferences that were expressed by the Wasco County BOCC at the work session of 01/11/18, I ask that the Old Jail Demolition and Removal Request for Proposal be canceled.



## AGENDA ITEM

### Community Planning Assistance for Wildfires

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[INTRODUCTORY EMAIL](#)

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[CPAW MOU](#)

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## Board agenda item - CPAW program

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1 message

**William Smith** <wills@co.wasco.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>

Fri, Dec 29, 2017 at 2:33 PM

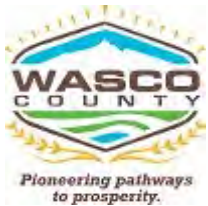
Good afternoon Kathy,

Could you put Wasco Co. Planning on the next BOCC agenda to discuss our work with the Community Planning Assistance for Wildfire (CPAW) program? I believe that meeting may be mid-January? If so, Angie will present as I will be out of town.

Background: Last fall Dan Hammel from MCFR and I applied for Wasco County to be part of this program for the coming year and last month we were told we were selected. I have attached the MOU that needs to be signed, likely by the BOCC and the Fire Defense Board Chief (Robert Palmer). Angie or I will describe to the board what this program entails and request their signature on the MOU. I will be sending it Kristin for legal review and Mike for financial review as well (there are no funds associated with program, besides travel reimbursement to a wildfire planning conference).

Thanks! Let me know if you need anything further.

--



**Will Smith | Senior Planner**  
**PLANNING DEPARTMENT**

[wills@co.wasco.or.us](mailto:wills@co.wasco.or.us) | [www.co.wasco.or.us](http://www.co.wasco.or.us)  
541-506-2560 | Fax 541-506-2561  
2705 East Second Street | The Dalles, OR 97058





# Memorandum of Understanding

## Overview

This Memorandum of Understanding (“Memorandum”) is dated November 17, 2017 and is between Wildfire Planning International (“Consulting Team”) and Wasco County, Oregon (“Community”), acting by and through the Wasco County Planning Department and the Wasco County Fire Defense Board. It is valid through December 31, 2018, unless otherwise extended in writing by both signatories.

## Purpose and Intent

In November 2017, the Community was competitively selected to receive technical assistance through the Community Planning Assistance for Wildfire (CPAW) program. The purpose of this Memorandum is to clarify roles, responsibilities, and expectations associated with participation in CPAW. This Memorandum is not a legally binding document and serves only as a mechanism to facilitate increased communication and project understanding between the Consulting Team and the Community during the CPAW project term.

## Community Planning Assistance for Wildfire Program

CPAW supports local adaptation to wildfire by providing technical assistance to communities. Technical assistance varies based on community needs, and may be in the form of land use planning recommendations, risk assessment, research, and capacity-building activities. CPAW services are provided at no financial charge to selected communities. CPAW is a voluntary program; there is no legally binding or contractual relationship between the Consulting Team and the Community to participate in the program.

[CPAW](#) was co-founded by [Wildfire Planning International](#) and [Headwaters Economics](#). CPAW is funded by grants from the [USDA Forest Service](#), the [LOR Foundation](#), and other private foundations. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

## Roles and Responsibilities

### *Community*

By accepting this Memorandum and participating in CPAW, the Community commits to working with the Consulting Team on the following tasks:

- Provide background information, plans, regulations, wildfire data and related documentation, and knowledge of local issues to help the Consulting Team identify and understand appropriate planning and wildfire challenges facing the community;
- Provide two key points of contact committed to responding to inquiries from the Consulting Team (a representative for the planning department, and a representative for the fire or emergency services department);
- Schedule and host community site visit(s), in coordination with the Consulting Team, to help the Consulting Team meet with local stakeholders to discuss planning and wildfire topics;
- Engage in the document review process by discussing draft recommendations with the Consulting Team and providing timely feedback on final deliverables, as requested;
- Liaise with other local stakeholders, elected officials, and the public, as appropriate, to engage them in the CPAW process and share final recommendations;
- If needed, provide a point of contact or referral within the Community's Geographic Information Systems (GIS) department to assist the Consulting Team with their mapping needs, including the acquisition of data layers.

### *Consulting Team*

Wildfire Planning International LLC engages the technical services of additional organizations to provide CPAW services. All Consulting Team members who work directly with the Community will be clearly identified throughout the CPAW process, including on draft and final deliverables.

To fulfill the purposes of CPAW, the Consulting Team commits to providing the following assistance to the Community:

- Coordinate CPAW calls, meetings, and site visit(s) with local stakeholders, including Community planning staff, fire department officials and other points of contact as designated by the Community;
- Review and assess how wildfire is currently addressed in key planning documents, typically including, but not limited to: General/Comprehensive Plan, Development Code, Community Wildfire Protection Plan, and Local Hazard Mitigation Plan;
- Draft recommendations that are intended to reduce wildfire risk through applicable plans and regulations;
- Determine the extent to which additional technical services, such as risk mapping, can support wildfire planning efforts and coordinate those services, as available through CPAW;
- Discuss recommendations with the Community to ensure stakeholders understand the intention and rationale of each recommendation;
- Provide a final deliverable to the Community that includes recommendations, a rationale for each recommendation, and strategies for implementation.

### Implementation

The Community maintains all responsibility for developing and implementing Community plans and land use regulations, and for authorizing actions to implement regulatory requirements and plan goals, policies and actions for all property under its jurisdiction. Further, the Community is under no obligation to implement any CPAW recommendations provided by the Consulting Team. The Community may determine under its own timeframe which recommendations, if any, it seeks to implement in part or in whole. Final deliverables created by CPAW will be provided to the Community and may also be shared publicly.

### Contact

Questions or concerns related specifically to this Memorandum should be directed to:

Molly Mowery (Owner, Wildfire Planning International)

Email: [molly@wildfireplanning.com](mailto:molly@wildfireplanning.com)

Phone: 303-358-9589

### Signatures

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Molly Mowery, Owner  
Wildfire Planning International LLC

---

Steven D. Kramer, Chair  
Wasco County Board of Commissioners

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Date

---

January 17, 2018

Date

APPROVED AS TO FORM :

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Kristen Campbell, County Counsel



## **AGENDA ITEM**

### **Youth Think – Tier 3 Grant Agreement and Application**

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[GRANT APPLICATION](#)

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[TIER 3 GRANT AGREEMENT](#)

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# Community-Based Coalition Enhancement Grants To Address Local Drug Crises

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 [samhsa.gov/grants/grant-announcements/sp-18-001](http://samhsa.gov/grants/grant-announcements/sp-18-001)

Initial Announcement

## Funding Opportunity Announcement (FOA) Information

FOA Number:

SP-18-001

Posted on Grants.gov:

Wednesday, November 29, 2017

Application Due Date:

Monday, January 29, 2018

Catalog of Federal Domestic Assistance (CFDA) Number:

93.243

Intergovernmental Review (E.O. 12372):

Applicants must comply with E.O. 12372 if their state(s) participates. Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.

Public Health System Impact Statement (PHSIS) / Single State Agency Coordination:

Applicants must send the PHSIS to appropriate State and local health agencies by application deadline. Comments from Single State Agency are due no later than 60 days after application deadline.

## Description

The Executive Office of the President, Office of National Drug Control Policy (ONDCP), and the Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention (CSAP) are accepting applications for Fiscal Year (FY) 2018 Community-based Coalition Enhancement Grants to Address Local Drug Crises (CARA Local Drug Crises) Grants. The goal of this program is to prevent and reduce the abuse of opioids or methamphetamines and the abuse of prescription medications among youth ages 12-18 in communities throughout the United States.

\*For the purposes of this FOA, the term “opioid” is defined as any drug having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having such addiction-forming or addiction-sustaining liability.

\*For the purposes of this FOA, “youth” is defined as individuals 18 years of age and younger.

## Eligibility

The statutory authority for this program (Section 103 of the Comprehensive Addiction and Recovery Act) limits eligibility to domestic public and private nonprofit entities that are current or former Drug-Free Communities (DFC) Support Program recipients.

Eligible applicants are community-based coalitions addressing local youth opioid, methamphetamine, and/or prescription medication abuse. In addition, applicants must document rates of abuse of opioids or methamphetamines that are higher than the national average over a sustained period of time.

## Award Information

Funding Mechanism:

Grant

Anticipated Total Available Funding:

\$2,750,000

Anticipated Number of Awards:

55

Anticipated Award Amount:

Up to \$50,000

Length of Project:

Three Years

Cost Sharing/Match Required?:

No

**Proposed budgets cannot exceed \$50,000 in total costs (direct and indirect).** CARA Local Drug Crises grant awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all Terms and Conditions of award. Failure to comply with the Terms and Conditions of the CARA Local Drug Crises grant award may result in suspension or termination of the award.

## Contact Information

## Contact Information

### Program Issues

Helpline Team

Division of Community Programs

(240) 276-1270

[dfcnew@samhsa.hhs.gov](mailto:dfcnew@samhsa.hhs.gov) (link sends e-mail)

### Grants Management and Budget Issues

Office of Financial Resources, Division of Grants Management

Substance Abuse and Mental Health Services Administration

5600 Fishers Lane, 17th Floor

Rockville, Maryland 20857

(240) 276-1400

[DGM@samhsa.hhs.gov](mailto:DGM@samhsa.hhs.gov) (link sends e-mail)

# INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. **11330**

Informational Cover Page

AGREEMENT INFORMATION	
<b>Project Title:</b>	YouthThink
<b>Effective Date:</b>	July 1, 2017
<b>Expiration Date:</b>	August 16, 2019
<b>Amount:</b>	\$45,336.00
<b>Funding Source:</b>	State General Funds
GRANTEE INFORMATION	
<b>Grantee:</b>	<b>Wasco County</b>
<b>Address:</b>	202 E. 5th St., The Dalles OR 97058
<b>Project Contact:</b>	Debby Jones
<b>Phone:</b>	541-506-2673
<b>eMail:</b>	debbyj@co.wasco.or.us
<b>Fiscal Contact:</b>	Molly Rogers
<b>Phone:</b>	541-506-2667
<b>eMail:</b>	mollyr@co.wasco.or.us
AGENCY INFORMATION	
<b>Project Contact:</b>	Abraham Magaña
<b>Phone:</b>	503-378-5176
<b>eMail:</b>	abraham.magana@state.or.us
<b>Procurement Contact:</b>	Jana Hart, CPPB, OPBC, OCAC
<b>Phone:</b>	503-947-5805
<b>eMail:</b>	jana.hart@state.or.us



## INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. **11330**

This Intergovernmental Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Oregon Department of Education, Youth Development Division and its Youth Development Council (“Agency”) and **Wasco County** (“Grantee”), each a “Party” and, collectively, the “Parties.”

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110; Senate Bill 5516 of the 2017 Legislative Session, Chapter 590, 2017 Laws, and ORS 417.847, which authorizes Agency’s Youth Development Council (the “Council”) to determine the availability of funding and to prioritize funding for services to support community-based youth development projects, programs, services, and initiatives with demonstrated outcomes and strategic objectives established by the Youth Development Council by rule.

### SECTION 2: PURPOSE

Grantee shall provide or cause to be provided, Project Activities throughout the 2017 – 2019 biennium as identified in Exhibit A. The Project Activities provided by Grantee will support the Council’s mission to enable youth ages 6 – 24 who face barriers to education and the workforce get back on the path to high school graduation, college, and/or career, either directly or through its subcontractors.

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of July 1, 2017 (“Effective Date”), and Grantee shall be eligible for reimbursement of Project Activities incurred on and after July 1, 2017. This Agreement terminates on August 16, 2019, unless terminated earlier in accordance with Section 16.

### SECTION 4: AUTHORIZED REPRESENTATIVES

**4.1** Agency’s Authorized Representative is:

**Brenda Brooks**

255 Capitol Street NE, Salem OR 97310

503-378 -5129

brenda.brooks@state.or.us

**4.2** Grantee’s Authorized Representative is:

Name: **Molly Rogers**

Address: 202 E. 5th St., The Dalles OR 97058

Office Phone: 541-506-2667

eMail Address: mollyr@co.wasco.or.us

**4.3** A Party may designate a new Authorized Representative by written notice to the other Party.

## SECTION 5: PROJECT ACTIVITIES

Grantee shall provide the Project Activities set forth on Exhibit A (the “Project”), attached hereto and incorporated herein by this reference.

## SECTION 6: GRANT

- a. In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee up to **\$45,336.00** (“Grant Funds”) for cost of the Project Activities described in Exhibit A for the 2017-2019 biennium. Agency shall pay the Grant Funds from moneys available through its State General Fund. Grant Funds may be used only for eligible Project costs authorized by this Agreement.
- b. This amount of Grant Funds is not a firm, fixed amount unconditionally guaranteed to be provided to Grantee, but is the not-to-exceed amount of Grant Funds Agency anticipates will be available for disbursement to Grantee for Project Activities during the 2017 – 2019 biennium.
- c. The Parties understand and agree that the specific amount awarded to Grantee is subject to change as a result of actions taken by the State of Oregon’s Legislative Assembly during the 2017 – 2019 biennium. Agency will notify Grantee of specific funding cuts and award reductions, if any. In the event of such funding cuts at the state level, this Agreement may be amended as provided in Section 19 or terminated as provided in Section 16.
- d. Agency reserves the right to withhold or reduce the second year of funding if, after being offered technical assistance, Agency finds that Grantee is not expending Grant Funds, is not performing the Project Activities, or otherwise not in compliance with the requirements of this Agreement. This remedy is in addition to, and not in lieu of, Agency’s right to exercise its remedies in the event Grantee’s default under Section 13 of this Agreement.
- e. Grantee shall provide any additional information or further detail regarding Project Activities and the expenditure of Grant Funds as Agency may require upon Agency’s request.

### 6.1 Disbursements.

- a. Upon receipt of Grantee’s claim for reimbursement, Agency shall disburse the Grant Funds, or cause the Grant Funds to be disbursed, quarterly, contingent upon Agency’s receipt and approval of (i) Grantee’s Expenditure, Project Data, and Narrative Reports, or any other reports requested by Agency in Exhibit A, and (ii) determination that the amounts requested conform to Exhibit B, 2017 – 2019 Biennial Project Budget.
- b. To be eligible for Grant Funds disbursement, Grantee shall complete all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.
- c. To be processed for payment, reimbursement claims must include the following information:
  - i. Claim date;
  - ii. Agency’s Agreement number, **11330**;
  - iii. Amount being requested;
  - iv. A description of the Project Activities planned or completed during the claim period.

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- d. Grantee shall submit reimbursement claims to Agency quarterly, and within fourteen (14) calendar days following delivery of reports and documents required by Exhibit A to Agency. Grantee shall submit invoices electronically to the following Grant Manager identified for each Community Investment Funding Category as set forth in this Section 6.1.d. Quarters are defined as the three (3) calendar month periods between January 1 and March 31, April 1 and June 30, July 1 and September 30, and October 1 and December 31.

### Youth & Community Tier III:

Abraham Magaña at: [abraham.magana@state.or.us](mailto:abraham.magana@state.or.us)

- 6.2 Allowable Costs.** The Grant Funds shall only be used to pay for Allowable Costs of the Project. “Allowable Costs” means costs of the Project incurred or to be expended by Grantee that are used only for the purposes set forth in Exhibit A. Any changes to the Project must be approved by Agency by an amendment pursuant to Section 19 herein. Grantee shall not use any Grant Funds for costs that are not Allowable Costs.
- 6.3 Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
- 6.3.1** Agency, or, if different than Agency, the source of funding described herein, has received sufficient funding and expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
- 6.3.2** No default as described in Section 11 has occurred.
- 6.3.3** Grantee’s representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date this Agreement was executed.
- 6.3.4** If Agency determines that any required Project Activities, tasks, deliverables, reports, or documentation are not acceptable and that any deficiencies are Grantee’s responsibility, Agency shall prepare a written description of any deficiencies within ten (10) business days of the due date for the deliverable, report, or document or performance of the task or Project Activity, or within such timeframe as the Parties mutually agree in writing, and deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to Agency within ten (10) calendar days, or within such later timeframe as Agency shall specify in its notice to Grantee. The opportunity to cure a deficiency provided under this section is in addition to, and separate from, the written notice and opportunity to cure provided under Section 16.3 of this Agreement relative to Termination.
- 6.4 Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to Agency. Grantee shall return all Misexpended Funds and Unexpended Funds to Agency no later than fifteen (15) business days after Agency’s written demand.
- 6.5 Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of, duplicate, overlapping, or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any other agency of the State of Oregon or the United States of America or any other party, organization, or individual.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Agency that:

- 7.1** Grantee is a county government, duly organized and validly existing. Grantee has the power and authority to enter into and perform this Agreement;
- 7.2** The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's enabling law or other organizational rules or policies and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;
- 7.3** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: INTELLECTUAL PROPERTY/PERSONAL INFORMATION**

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - 9.1.1** "Agency Intellectual Property" means any intellectual property owned by Agency, including Agency Data, and developed independently from any intellectual property in the Project. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.
  - 9.1.2** "Agency Data" means information created and information stored by Agency, and information collected by Grantee regarding project participants and Agency during the course of providing services under this Grant, including Personal Information.

## ODE CMS #

**9.1.3 "Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project funded under this Agreement.

**9.1.4 "Personal Information"** as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA.

**9.1.5 "Third Party Intellectual Property"** means any intellectual property owned by parties other than Grantee or Agency.

**9.1.6 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein.

**9.2** All Work Product created by Grantee under this Agreement, including Agency Data, derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Grantee agree that any Work Product that is an original work of authorship created by Grantee under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Grantee under this Agreement is not "work made for hire," Grantee hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Grantee under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Grantee under this Agreement is Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the Grantee Intellectual Property, and to authorize others to do the same on Agency's behalf.

**9.3** If the Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

**9.4** If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

9.5 Reserved

**SECTION 10: INDEMNIFICATION**

- 10.1** To the extent allowed by law, Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement.
- 10.2** Grantee will have control of the defense and settlement of any claim that is subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**SECTION 11: GRANTEE DEFAULT**

Grantee will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
- 11.3** If permitted by law, Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (if allowed by law), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** If permitted by law, a proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (if allowed by law).
- 11.5** Grantee uses or expends Grant Funds for any purpose other than that specified in this Agreement.

## **SECTION 12: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 13: REMEDIES**

- 13.1** In the event Grantee is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Grantee to complete, at Grantee's expense, activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both, (f) demand the return of Grant Funds under Section 6.4, or (g) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event Agency is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Grantee's sole monetary remedy will be for reimbursement of Project activities completed and accepted by Agency, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 13.2, Grantee shall promptly pay any excess to Agency.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to Grantee under this Agreement, or any other agreement between Agency and Grantee, exceed the amount to which Grantee is entitled, Agency may, after notifying Grantee in writing, withhold from payments due Grantee under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: CONFIDENTIALITY AND NON-DISCLOSURE.**

- 15.1 Confidential Information.** Grantee acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Grant, be exposed to or acquire information, including Personal Information, as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA, and that is confidential to Agency or Project participants. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Grantee) publicly known; (b) is furnished by Agency to others without restrictions similar to those imposed by this Grant; (c) is rightfully in Grantee's possession without the obligation of nondisclosure prior to the time of its disclosure under this Grant; (d) is obtained from a source other than Agency without the obligation of confidentiality, (e) is disclosed with the written consent of Agency, or; (f) is independently developed by employees or agents of Grantee who can be shown to have had no access to the Confidential Information.

## ODE CMS #

- 15.2** Prior to the receipt of, and during the period in which Grantee has possession of or access to, any Personal Information, Grantee shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.
- 15.2.1** In addition to and without limiting the generality of Sections 15.1 and 15.2, Grantee shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Grantee receives access, possession, custody or control under this Agreement. Grantee shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Grantee shall not use, distribute or dispose of any Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.
- 15.2.2** Grantee shall promptly report to the Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Grantee receives access, possession, custody or control in the performance of this Agreement.
- 15.2.3** Grantee shall require the compliance by Grantee staff and Grantee agents with this Section.
- 15.3** Notification; Control of Required Notices. In the event Grantee or Grantee Agents discover or are notified of a Security Breach or potential breach of security relating to Agency Data as that term is defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”), Grantee will promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Agency Data was in the possession of Grantee or Grantee agents at the time of such Breach, Grantee will (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps that Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, in the event that Agency determines that any such Breach or potential Breach of security involving Agency Data for which notification to Agency customers or employees or any other individual or entity is required by law, Agency will have sole control over the timing, content, and method of such notification, subject to Grantee’s obligations under applicable law.
- 15.4 Non-Disclosure.** Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the Project Activities, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Grantee shall use commercially reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Grantee shall advise Agency immediately in the event Grantee learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Grant and Grantee will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Grantee against any such person. Grantee agrees that, except as directed by Agency, Grantee will not at any time during or after the term of this Grant disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Grant, and that upon termination of this Grant, Grantee will retain all documents, papers, and other matter in Grantee's possession that embody Confidential Information for a period of three (3) years, subject to the security requirements of this Section 15, and at Agency request, transfer the Agency Data as directed by Agency. The retention requirements of Section 32 do not apply to Confidential Information retained by Grantee under this paragraph.



## **ODE CMS #**

- 15.5** Injunctive Relief. Grantee acknowledges that breach of this Article 15, including disclosure of any Confidential Information, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the Breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.
- 15.6** Grantee's employees, agents, subcontractors, and volunteers that will perform Project Activities must agree to submit to a criminal background check. Such background check must occur prior to performance of Project Activities or access of Agency Confidential Information. Background checks will be performed at Grantee's expense. Grantee and Agency, in their discretion have the right to reject any Grantee employee, agent, subcontractors, or volunteers, or limit any such person's authority to engage in Project Activities or to have access to Agency Personal Information or Grantee premises based on the results of the background check. Any employees, agents, subcontractor or volunteers of Grantee that have engaged in Project Activities between July 1, 2017 and the effective date of this Agreement, for whom a criminal background check has not been performed, shall immediately cease such activities until a background check is performed and passed.
- 15.7** Reserved

## **SECTION 16: TERMINATION**

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Agency may terminate this Agreement as follows:
- 16.2.1** Upon thirty (30) calendar days' advance written notice to Grantee;
  - 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
  - 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to Grantee; or
  - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Grantee may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited or Grantee is prohibited from paying for such performance from the planned funding source;
  - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured fifteen (15) business days after written notice thereof to Agency; or
  - 16.3.4** As otherwise expressly provided in this Agreement.

## **ODE CMS #**

**16.4** Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee will deliver to Agency all documents, information, and works-in-progress, and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement to which Agency will have a license, or such other rights as outlined in Section 9.

### **SECTION 17: CONFLICT OF INTEREST**

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement declares and certifies that Grantee's activities under this Agreement and the Projects activities to be funded by this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244.

### **SECTION 18: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency, (or if different from Agency, the source of funding described in Section 6) receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency. Grantee understands and agrees that the specific amount awarded to Grantee is subject to change and may be reduced as a result of actions taken by the State of Oregon's Legislative Assembly funding cuts during the 2017 – 2019 biennium. Grantee understands and agrees that Grant Funds disbursement is conditioned on Grantee's completion of all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.

### **SECTION 19: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

### **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in Section 4 of this Agreement, with a copy of such notice to the respective Grant Manager set forth in Section 6.1.d, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) business days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

### **SECTION 21: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

### **SECTION 22: SEVERABILITY**

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

## **SECTION 23: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 24: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 25: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 26: INTENDED BENEFICIARIES**

Agency and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of the Project activities under this Agreement. Agency may terminate this Agreement upon written notice to Grantee after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: SUBCONTRACTS**

Grantee shall not, without Agency's prior written consent, enter into any subcontracts for any of the Project activities required of Grantee under this Agreement. Agency's consent to any subcontract will not relieve Grantee of any of its duties or obligations under this Agreement.

## **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in Grantee's performance of the Project activities under this Agreement.

### **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that Agency, the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 34: ADDITIONAL REQUIREMENTS**

Grantee shall report Project progress using the progress report template provided by the Agency.

**SECTION 35: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence:

1. this Agreement less all exhibits, attached,
2. Exhibit A, Project Activities;
3. Exhibit A, Schedule 1, Project File;
4. Exhibit A, Schedule 2, Narrative Report;
5. Exhibit A, Schedule 3, Data Report Instruction;
6. Exhibit A, Schedule 4, Data Report;
7. Exhibit B, Biennial Project Budget Instructions;
8. Exhibit B, Schedule 1, Biennial Project Budget;
9. Exhibit B, Schedule 2, Biennial Project Budget Category Definitions;
10. Exhibit B, Schedule 3, Expenditure Report Instructions;
11. Exhibit B, Schedule 4, Expenditure Report/Reimbursement Claim;
12. Exhibit B, Schedule 5, Fiscal Year End Summary Report; and
13. Exhibit C, Insurance Requirements.

**SECTION 36: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**A. Wasco County (Grantee):**

Signature: \_\_\_\_\_  
 Printed Name:  Molly Rogers, or alternate  
 Title: Executive Director

Date: January 17, 2017  
 Alternate: Steven D. Kramer  
 Title: Chair, Wasco County Board of Commisioners

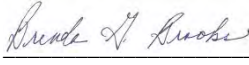
93-6002315  
 Federal Tax ID Number

**B. The State of Oregon, acting by and through its Department of Education:**

Signature: \_\_\_\_\_  
 Printed Name:  Jana Hart, CPPB, OPBC, OCAC, or alternate  
 Title: Operations & Policy Analyst  
 Office of Finance & Administration

Date: \_\_\_\_\_  
 Alternate: \_\_\_\_\_  
 Title: \_\_\_\_\_

**C. The State of Oregon, acting by and through its Department of Education:**

Signature:   
 Printed Name:  Brenda Brooks, or alternate  
 Title: Deputy Director, Oregon Youth Development Council

Date: November 6, 2017  
 Alternate: \_\_\_\_\_  
 Title: \_\_\_\_\_

**D. APPROVED as to LEGAL SUFFICIENCY pursuant to ORS 291.047 and OAR 137.045.0030:**

Signature: Approved as to legal sufficiency by CByrnes eMail on record  
 Printed Name: Cynthia Byrnes, or alternate  
 Title: Senior Assistant Attorney General

Date: September 29, 2017

APPROVED AS TO FORM:

\_\_\_\_\_  
 Kristen Campbell, County Counsel

## EXHIBIT A

## PROJECT ACTIVITIES

## Overview

**I. General Project**

- a. **Outcomes and Activities** Grantee shall use the Grant Funds to carry out the activities and meet the objectives described in the attached grant application. and as further defined in the Project File and Biennial Budget as set forth herein, including Mutually Reinforcing Activities of each collective impact participant as described in Section 4 of Grantee's grant application. Grantee shall reflect all modifications, clarifications, and final tracked activities and outcomes in the Project Data Report and Fiscal Year End Summary Reports. Grantee shall perform all activities, submit all reports or other deliverables and achieve or exceed all outcomes described in this Exhibit A.
- b. **Grantee Reporting Requirements:** Beginning with the first quarter of the 2017-19 biennium, and continuing each quarter thereafter until June 30, 2019, Grantee shall submit the Expenditure Reports, substantially in the form of Exhibit B, Schedule 3; the Narrative Report substantially in the form of Exhibit A, Schedule 2 and the Project Date Report substantially in the form of Exhibit A, Schedules 3 and 4. Each report must be submitted by the end of each of eight (8) biennial quarters. Agency's obligation to disburse Grant Funds is contingent upon its Grant Manager receiving and approving the quarterly reports described in this paragraph. Reimbursement claims may be submitted prior to completion of all required reporting, however claims will not be processed until reporting is completed, submitted, and approved. Within the time specified in paragraph m below, Grantee shall submit a Fiscal Year Roll-up Report substantially in the form of Exhibit B, Schedule 5.
- c. **Expenditure Reports and Documentation:** Grantee shall submit its Expenditure Report simultaneously with its submission of a Reimbursement Claim, substantially in the form of Exhibit B, Schedule 4, through Agency's Electronic Grants Management System (EGMS). Interim and total claim amounts must match the associated amounts as set forth in Exhibits B, and its Schedules 1 and 2, or the claim will be rejected. Purchase backup documentation (such as receipts and invoices) is not required to be submitted with the Expenditure Report, however all back-up shall be retained by the Grantee, and may be requested by Agency in the event questions about an expenditure arise.
- d. **Budget Line Items:** Grantee shall perform the Project Activities in accordance with the Biennial Project Budget set forth in Exhibit B, Schedule 1 unless otherwise approved pursuant to this Exhibit A, Section I.d. Project spending must adhere to the Budget categories and amounts set forth in Exhibit B, Schedule 1. Grantee shall request Agency's Grant Manager's written approval for any spending variance in any Budget line item within a Project year. Budget modifications of more than 10% or \$500 (whichever is greater) on any Budget line item, and those which modify the not-to-exceed Grant Funds amount require written approval and execution of an amendment to the Grant as set forth in Section 19 prior to the submission of an Expenditure Report and Reimbursement Claim. ***Budget modifications may not exceed fifteen (15)% of the Biennial Project Budget in Indirect Funds.***
- e. **Proposed Project Changes:** Any proposed changes made to the Project described in this Exhibit A must be submitted to and approved by Agency's Grant Manager prior to changes being made by Grantee. All forms, communications, and requests for changes to the Project must be submitted as directed by Grant Manager. If the Grant Manager determines a requested change is material to the Project, the Parties must enter into an amendment as provided in Section 19 of this Agreement before the change is effective.

## ODE CMS #

- f. **Participant Data and Services:** Pursuant to Section 15 of this Agreement, Grantee shall maintain data and files on individual Project participants in a confidential manner. quarterly Project Data Reports shall not include participant names, and shall be anonymized utilizing the formatting of the Data Report's numbering convention, or a numbering convention utilized by the Grantee which will protect the identity of participants. Grantee shall maintain individual case files and other documentation on all Project participants. Grantee must ensure that participant data is protected throughout all services provided under the Project, and among any partners participating in the collective impact efforts or providing services in the scope of this Project as provided in Article XV of this Agreement.
- g. Agency may request identifiable participant data during period of this Agreement for the purpose of data analysis, and any identifiable youth information must be transmitted through a secure channel in compliance with all privacy laws.
- h. **Grantee Site Monitoring:** Agency's Grant Manager and Community Engagement Coordinator, shall conduct one (1) or more site visits during the 2017-2019 biennium. Grantee must notify the Grant Manager in advance of special events, project completion ceremonies and other community activities related to Project Activities funded through the Grant, and other related activities and events that may be of interest to the Agency and Youth Development Council.
- i. **Demonstration of Collective Impact:** Grantee must demonstrate the use of collective impact methodology in its quarterly Project Data Reports, including compliance with the Mutually Reinforcing Activity schedule as prescribed in Section 4 of the Collective Impact Model included in Grantee's grant application. Grantee shall meet at least quarterly with other collective impact participants, and include agendas, sign-in sheets and summaries or minutes from those meetings in its Narrative Report as set forth in Exhibit A, Schedule 2.
- j. **Promotional materials:** Grantee must request and receive approval from Agency's Grant Manager (in writing) before using the YDC logo in any promotional materials.
- k. **Media interviews:** Grantee must acknowledge Agency as a funding source when giving interviews regarding the Project and Agency-funded programs.
- l. **Grantee Performance Expectations** Grantee shall perform the Project Activities as described in the Project File and defined in a Project Data Report, including individual-level demographic data and, Project-specific measures linked to targeted outcomes.
- m. **Grant milestones** – Grantee shall submit a Fiscal Year Roll-Up Report as set forth in Exhibit B, Schedule 5 within 14 calendar days of the end of each fiscal year, and a final Fiscal Year Roll-Up Report at the end of biennium.

**EXHIBIT A, SCHEDULE 1**

<b>Grant Type</b>
Youth and Community Tier III
<b>Name of Organization</b>
Wasco County
<b>Project Name</b>
YouthThink
<b>Organization Location</b>
202 E. 5th St., The Dalles OR 97058
<b>Amount Requested</b>
\$45,336.00

**Grant Staff**

Name	Title/Role	Phone Number	eMail
Debby Jones	Program Manager	541-506-2673	debbyj@co.wasco.or.us
Molly Rogers	Fiscal	541-506-2667	mollyr@co.wasco.or.us
Molly Rogers	Executive Director	541-506-2667	mollyr@co.wasco.or.us

**Project Details**

<b>Brief Project Overview</b>
Implement SEL training
<b>Address(s) of Primary Service Delivery</b>
YouthThink Office: 660 Court St. The Dalles, OR; The Dalles Middle School / 1100 E. 12th St., The Dalles OR 97058

**Project Activities Reporting per Cycle**

*Please track any co-enrollment in WIOA programs, and note how this funding allows expansion of services and opportunities for participants in that funding.*

<b>Outputs</b>
Parent of youth participated in T2T Boot Camp? (Y/N)
Youth participated in Do Something Teen Leader Program? (Y/N)
How many Do Something Teen Leader Activities has youth participated in?
Pre Assessment Score for Do Something Teen Leaders?

**Program Outcomes**

Outcomes	Benchmark
Youth parent or guardian completed T2T Boot Camp? (Y/N)	
Days absent from school?	
Number of behavior referrals youth of parent participating in T2T Boot Camp has received?	

**Program and Budget Alignment**

<b>Line Item Clarity</b>

**Additional Notes**

--





**EXHIBIT A, SCHEDULE 2  
NARRATIVE REPORT**

**YOUTH & YOU**

Oregon Youth Development Council

**Please enter grant information here:**

**Grant Type**

Youth and Community Tier III

**Organization**

Wasco County

**Project Name**

YouthThink

**Subgrant #**

*For YDD Use Only*

**Grant Manager Name & Contact eMail**

Abraham Magaña / abraham.magana@state.or.us

**Biennium**

2017-2019

The intent of the Narrative Report is to provide a venue for telling the “story” of the Project quarterly activities and outcomes in your own words. The narrative should reflect and provide context for the information shared in your Expenditure Report, Project Data Report, and Collective Impact Reporting. Collective Impact Reporting will include quarterly attachments of the Sign in Sheet, Agenda, and Meeting Summary.

You may answer in the format of your choice:

- short answers to each question, or
- an essay-style narrative that incorporates all of the requested information.

**Please provide answers to the following questions in your Narrative Report:**

1. Describe activities undertaken as part of this grant during the reporting period. These may include:

- Project development
- Outreach and recruitment
- Services to youth
- Work with partners
- Special events and activities
- Collective impact work

Be sure to include activities reflected in the Expenditure Report. For example, if there is a reported expenditure in the Professional Development category, the narrative should provide information about the training activities.

2. Share one or more participant, project and/or community success story.

3. Share any challenges you have encountered in carrying out your grant-related activities. Have you identified any new approaches or plans to address these?

4. Specifically identify any promising practices or effective approaches you have identified in your grant-related work.

5. Provide additional information about your collective impact effort, organization, program, Project, or any other outcomes and activities that have been identified as part of your Project Narrative Reporting, and anything additional you would like us to know.



**EXHIBIT A, SCHEDULE 3  
DATA REPORT INSTRUCTIONS**

**YOUTH & YOU**  
Oregon Youth Development Council

<p>This tab provides general instructions and information for completion of the Data Report, found on a following tab of this workbook. For detailed instructions, see the <i>Definitions</i> tab in this workbook. Please complete the information below, and refer to the guidance below to ensure correct completion of the Data Report. The Data Report must be submitted, reviewed, and approved each quarter. Please note, all reporting requirements must be current prior to the approval of any EGMS claim.</p>
<b>Please enter grant information here:</b>
<b>Biennium:</b>
2017-2019
<b>Sub Grant #</b>
For YDD Use
<b>Grant Type:</b>
Youth and Community Tier III
<b>Organization:</b>
Wasco County
<b>Project Name:</b>
YouthThink
<b>Grant Manager Contact Information:</b>
Abraham Magaña / abraham.magana@state.or.us
<b><u>IMPORTANT:</u> Adhere to all Federal and State regulations concerning privacy of information.</b>

1. This Data Report is required. The Data Report must be submitted quarterly as part of the required quarterly reporting. For detailed definitions and instructions, see the following *Definitions* tab of this workbook.
2. Rows: Each row represents an individual participant in the program. Each row is linked to a single participant by a unique Youth ID.
3. Cells: Each cell of each row captures information pertaining to the individual the row represents. Each cell has three primary data entry options: (1) numeric, (2) date (m/d/yyyy), and (3) selection from a dropdown menu.
4. Data collection begins at the beginning of the biennium or when a new participant starts the program. For each youth starting participation, please enter data in the following categories of the Universal (blue banner) section: (a) *Youth Demographics* (All), (b) *Enrollment* (Start Date), and (c) *Youth Characteristics at Program Exit Date* (All).

## ODE CMS #

5. **Measures:** Enter agreed upon information in the corresponding column to capture youth participation in programming activities. Measures that are counts should be reported as totals for the reporting period. Data should be entered and updated for all **Measures** when a participant is exited from the program.
6. **Outcomes:** Enter agreed upon information in the corresponding column to capture youth outcomes. Information should be entered or captured elsewhere at time of occurrence and updated for the reporting period. Data should be entered and updated for all **Outcomes** when a participant is exited from the program.
7. Data collection ends when a youth stops participating, the cohort completes programming, or the end of the biennium. For each youth please enter data in the following categories of the Universal (blue banner) section: (a) **Enrollment** (End Date), (b) **Youth Characteristics at Program End Date** (All), (c) **Measures** (All: update) and (d) **Outcomes** (All: update).

### PLEASE NOTE:

- a. Drop down menus are provided to ensure consistency of measurement. If you encounter an error in a menu, or find that the option you require is unavailable, choose the best available answer and contact your grant manager for more information.
- b. **ALL** cells in every row within the **Universal** section (blue banner) require an entry. Choose the best answer from the dropdown menu.
- c. The Data Report will be used over the course of the two-year biennium. Participants may continue participation from Year 1 to Year 2 if appropriate within the planned programming; it is not necessary to exit all participants at the end of Year 1 if that does not suit the service delivery model.

**EXHIBIT A, SCHEDULE 4  
Data Report**

PROGRAM SPECIFIC			
MEASUREMENT			
Parent of youth participated in T2T Boot Camp?  (Y or N)	Youth participated in Do Something Teen Leader Program?  (Y or N)	How many Do Something Teen Leader activities has youth participated in?	Pre-Assessment score for Do Something Teen Leaders?
OUTCOMES			
Youth parent or guardian completed T2T Boot Camp?  (Y or N)	Days absent from school?	Number of behavior referrals youth of parent participating in T2T Boot Camp has received?	



**EXHIBIT B**  
**2017 – 2019 BIENNIAL PROJECT BUDGET**  
**YOUTH & YOU**  
 Oregon Youth Development Council

This workbook is to be used to develop the biennial budget for your Youth Development Council funded program, and for subsequent quarterly fiscal reporting. The completed budget sheet will automatically populate in the appropriate fiscal reporting sheets, and this workbook will provide a comprehensive view of your program budget and expenditures.

Please follow the instructions below to complete the Biennial Budget form (Tab 2) and return it to your grant manager. If you have any questions or encounter any problems in completing the report, please contact your grant manager.

**Please enter grant information here:**

**Biennium**

2017-2019

**Sub Grant #**

For YDD Use

**Grant Type:**

Youth and Community Tier III

**Organization:**

Wasco County

**Project Name:**

YouthThink

**Grant Manager Contact Information:**

Abraham Magaña / abraham.magana@state.or.us

1. The first three (purple-shaded) tabs in this workbook are to be used to complete the biennial budget. They are the instructions entitled *Budget Instructions*; the budget worksheet entitled *Biennial Budget*; and definitions of the line items/ budget categories found in the Biennial Budget entitled *Category Definitions*.
2. The *Biennial Budget* worksheet must be completed using the budget submitted with the grant application.
3. The Biennial Budget is intended to account for the Youth Development Council's awarded funds only. Do not include funding from other sources, nor report expenditures beyond the scope of the award.
4. All awarded funds need to be accounted for within the Biennial Budget worksheet. Significant changes to the initial budget submitted with the application need to be authorized by the grant manager.
5. Completing the Biennial Budget worksheet will almost certainly entail re-categorizing the initial budgets line items. Please refer to the *Category Definitions* tab to aid in this process.
6. Use the *Additional Information* section at the bottom of the budget worksheet to provide additional clarification on how the initial line items were re-categorized.
7. Any amount entered in the *Other* categories require additional specification which needs to be provided in the *Additional Information* section. A brief description of the proposed use of these funds should suffice.

**PLEASE NOTE:**

The Biennial Budget is a necessary component of the contract. Without the Biennial Budget the contract is incomplete. **Therefore, the Biennial Budget worksheet must be completed and approved before a contract can be executed.**

**EXHIBIT B, SCHEDULE 1  
2017 – 2019 BIENNIAL PROJECT BUDGET**

<b>Biennium:</b>	2017-2019		
<b>Sub Grant #</b>	<b>For YDD Use</b>		
<b>Grant Type:</b>	Youth and Community Tier III		
<b>Organization:</b>	Wasco County		
<b>Project Name:</b>	YouthThink		
<b>Grant Manager Contact Information:</b>	Abraham Magaña / abraham.magana@state.or.us		
<b>Category</b>	<b>Year One Budget</b>	<b>Year Two Budget</b>	<b>Biennium Budget</b>
<b>Direct Services</b>			
Personnel	14,795.00	14,795.00	29,590.00
Operating			0.00
Travel & Transportation			0.00
Supplies & Materials	5,000.00	2,250.00	7,250.00
Professional Services & Fees	3,000.00	3,500.00	6,500.00
Professional Development & Training	2,000.00		2,000.00
Equipment			0.00
Client Incentives & Supports			0.00
Other			0.00
<b>Indirect Services</b>	<b>Important: Indirect Services cannot exceed 15% of awarded funds.</b>		
CI Backbone Support			0.00
Administrative			0.00
Other:			0.00
<b>TOTAL:</b>	\$24,795.00	\$20,545.00	\$45,340.00
<b>Additional Information:</b> Use this area to provide clarification on how original line items have been re-categorized			

**EXHIBIT B, SCHEDULE 2**  
**BIENNIAL PROJECT BUDGET FUND CATEGORY DEFINITIONS**

Category	Definition
Personnel	Salaries, wages, and benefits for in-house staff performing work on an Agency Grant
Operating	Costs for Project operations, <i>not including</i> materials, supplies, and equipment. Includes rent, utilities, and other recurring costs associated with the work site. May include postage, printing, and other costs associated with Project delivery.
Supplies & Materials	Includes all consumable materials required for Project delivery. This may include office supplies, course materials, items for use in youth activities and training, safety and work site materials, and other items with a unit value under \$100.
Equipment	Includes computers, printers, and other devices used for Project delivery, and other non-consumable items with a useable life of one year or more, and/or a per unit value of \$100 or greater.
Travel & Transportation	Costs for staff travel and transportation of Project participants, including fuel, vehicle rental, and transit.
Professional Services & Fees	Includes contracted services, training for Project participants provided by an outside entity, and other program memberships and fees.
Professional Development & Training	Includes staff training, certifications, and other professional development activities. Any training offered by an outside entity that also includes Project participants is considered a Project service, and should be included in the “Professional Services and Fee” category.
Client Incentives & Supports	All direct assistance and supports provided to Project participants. Includes transportation assistance, clothing, license and certificate costs, tuition assistance, and incentives.
Indirect	Administrative and overhead costs not directly associated with the Project.
Collective Impact Backbone Support	Costs that directly support the activities of the Collective Impact initiative guiding the work of the Project, provided to the Collective Impact Backbone organization.
Other	Other costs not described above will be identified in the Biennial Project Budget and tracked accordingly.

**EXHIBIT B, SCHEDULE 3  
EXPENDITURE REPORT INSTRUCTIONS**

This workbook is to be used in reporting all expenditures of Youth Development Division funds in the delivery of Youth & Community, Youth & Innovation, Youth & Workforce and Youth & Innovation Grants. The workbook is designed to fulfill the fiscal reporting requirements for each quarter of the biennium, and will allow review of expenditures against the approved budget on an ongoing basis. Please review the following instructions for the completion of this report. **If you have any questions or encounter any problems in completing the report, please contact your grant manager.**

Please enter program information here:

**Biennium**

2017-2019

**Sub Grant #**

For YDD Use

**Grant Type:**

Youth and Community Tier III

**Organization:**

Wasco County

**Project Name:**

YouthThink

**Grant Manager Contact Information:**

Abraham Magaña / abraham.magana@state.or.us

1. This workbook contains eight total tabs: the *Biennial Budget*, *Category Definitions*, *Expenditure Report Instructions*, four representing worksheets for each respective quarter of the fiscal year, and one that provides a year to date summary of what has been reported.
3. To begin select the appropriately labeled tab (Quarter 1, Quarter 2, etc.) to open the corresponding worksheet for the desired quarterly Expenditure Report. Each quarterly Expenditure Report has the quarter labeled on the tab as well as in the header of each worksheet.
4. Grant expenditures equate with the amount that will be reimbursed. Thus, expenditures are entered in the appropriate category within the green shaded column labeled *Requested Funds*.
5. Expenditure categories are determined by the Biennial Budget and are reflected in the column entitled *Year One Budget*. Quarterly expenditures must be entered within categories that have a budgeted amount in the *Year One Budget* column.
6. Please refer to the "Category Definitions" tab in the Budget section of this workbook, if uncertain as to which category an expense should be assigned to, or consult the grant manager.
7. The *Requested Funds* column is the only column that requires entries in the quarterly Expenditure Report. The *Funds Remaining* and *Expenditures Reported to Date* will update automatically to provide row and column totals based on reported expenditures/request for funds.
8. When all quarterly grant expenditures have been entered, the Requested Funds column total must be an exact match with the corresponding quarterly claim made in the Electronic Grant Management System (EGMS). **Any** discrepancy will prohibit approval of the Expenditure Report and delay processing of the EGMS claim.
9. Budget modifications are possible and encouraged if doing so facilitates the effective use of grant funds in the service youth. Please consult with the grant manager as soon as a modification is anticipated.
10. **All required quarterly reporting must be current and approved before an existing EGMS claim will be processed.**



**EXHIBIT B, SCHEDULE 4  
EXPENDITURE REPORT / REIMBURSEMENT CLAIM**

<b>Biennium:</b>	2017-2019		
<b>Sub Grant #</b>	<b>For YDD Use</b>		
<b>Grant Type:</b>	Youth and Community Tier III		
<b>Organization:</b>	Wasco County		
<b>Project Name:</b>	YouthThink		
<b>Grant Manager Contact Information:</b>	Abraham Magaña / abraham.magana@state.or.us		
Category	Fiscal Year Budget	Grant Expenditures	
	<input type="checkbox"/> Year One <input type="checkbox"/> Year Two	Reported to Date	Requested Funds
<b>Direct Services</b>			
Personnel	\$0.00	\$0.00	
Operating	\$0.00	\$0.00	
Travel & Transportation	\$0.00	\$0.00	
Supplies & Materials	\$0.00	\$0.00	
Professional Services & Fees	\$0.00	\$0.00	
Professional Development & Training	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	
Client Incentives & Supports	\$0.00	\$0.00	
Other	\$0.00	\$0.00	
<b>Indirect Services</b>			
CI Backbone Support	\$0.00	\$0.00	
Administrative	\$0.00	\$0.00	
Other:	\$0.00	\$0.00	
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>I certify that services, as specified in the current submitted budget, have been provided during this reporting quarter. By entering my name below, I certify that all information provided in this report is accurate.</i>			
<b>Staff Member Certifying Report:</b>			
<b>Title:</b>			
<b>Date:</b>			



**EXHIBIT B, SCHEDULE 5**  
**Fiscal Year End Summary**  
**Expenditures and Requested Funds**  
**YOUTH & YOU**  
 Oregon Youth Development Council

<b>Biennium:</b>		2017-2019			
<b>Sub Grant #</b>		<b>For YDD Use</b>			
<b>Grant Type:</b>		Youth and Community Tier III			
<b>Organization:</b>		Wasco County			
<b>Project Name:</b>		YouthThink			
<b>Grant Manager Contact Information:</b>		Abraham Magaña / abraham.magana@state.or.us			
Category	Fiscal Year Budget <input type="checkbox"/> Year One <input type="checkbox"/> Year Two	Grant Expenditures To Date	% Expended	Funds Remaining	% Remaining
<b>Direct Services</b>					
Personnel	0.00			<b>0.00</b>	
Operating	0.00			<b>0.00</b>	
Travel & Transportation	0.00			<b>0.00</b>	
Supplies & Materials	0.00			<b>0.00</b>	
Professional Services & Fees	0.00			<b>0.00</b>	
Professional Development & Training	0.00			<b>0.00</b>	
Equipment	0.00			<b>0.00</b>	
Client Incentives & Supports	0.00			<b>0.00</b>	
Other	0.00			<b>0.00</b>	
<b>Indirect Services</b>					
CI Backbone Support	0.00			<b>0.00</b>	
Administrative	0.00			<b>0.00</b>	
Other:	0.00			<b>0.00</b>	
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS:**

Grantee shall obtain at Grantee’s expense the insurance specified in this Exhibit C prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

Insurance Reserve Fund. Grantee may establish a Self-Insurance Reserve Fund for the commercial general liability and automobile coverages. In the event the Grantee establishes a Self-Insurance Reserve Fund, the insurance coverages set forth in this Exhibit C may be excess to any sub-recipient insurance. Grantee may pay any liabilities or claims that fall within the insurance policy self- insured retention directly from the Self-Insurance Reserve Fund.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Contactor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

**Required**     **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.

Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Grantee, and the Grantee’s employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**ODE CMS #**

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**    **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED:**

The Commercial General Liability insurance and Automobile liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Agreement, or, (ii) Agency or Grantee termination of Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement. Grantee shall furnish acceptable insurance certificates to the **Oregon Department of Education, Attn: Amy Fowler, 255 Capitol St NE, Salem OR 97310 / amy.fowler@state.or.us** prior to commencing the work.

**NOTICE OF CHANGE OR CANCELLATION:**

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Grantee agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

**ODE CMS #**

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.



## AGENDA ITEM

### Columbia Gorge Fruit Growers Presentation

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[INTRODUCTORY EMAIL FROM CGFG](#)

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[CGFG SUMMARY SHEET](#)

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[HOOD RIVER COMMISSION LETTER](#)

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[WASCO COUNTY COMMISSION LETTER](#)

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**Mike Doke** <cgfg2@hrecn.net>

Tue, Dec 19, 2017 at 10:00 AM

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

Good morning Kathy –

It was good to speak with you on the phone this morning. As I mentioned, Hood River County Board of Commissioners last night approved the attached letter (in PDF). The letter was based on the CGFG Draft attachment (in Word). I've also attached CGFG's summary sheet.

To summarize the issue, OR-OSHA has submitted a proposed rule that exceeds the EPA's 100-foot Application Exclusion Zone by requiring a 150-foot buffer when pesticides require the operator to wear a respirator. This would result in evacuation of farm buildings, including housing, when this type of spraying occurs. We believe occupants are safer remaining inside enclosed buildings (shelter in place), and that the respirator distinction is arbitrary. The proposed requirement has no scientific backing.

One year ago, OR-OSHA did approve shelter in place, but suspended that rule to explore the issue more in 2018, despite overwhelming public support (80 of 87 comments) for shelter in place. This time around, OR-OSHA has more than 300 signed form letters opposing shelter in place. Unique letters from our growers – plus letters of support from our two county governments – will be part of our response.

OR-OSHA is accepting comment on this until Jan. 31, 2018. We will be encouraging four 440 grower members to submit written testimony against OR-OSHA's AEZ proposal.

Thank you for your consideration.

Best regards,

Mike Doke

Executive Director

Columbia Gorge Fruit Growers



mike doke • executive director  
po box 168 • odell, oregon • 97044  
(o) 541.387.4769 • (c) 541.399.3680  
[www.cgfg.org](http://www.cgfg.org) • [cgfg2@hrecn.net](mailto:cgfg2@hrecn.net)

## **OR-OSHA Worker Protection Standards: Application Exclusion Zone Proposed Rules**

OR-OSHA has proposed a 150-foot Application Exclusion Zone (AEZ) for agricultural spray applications that require operator respirator use. The proposed rule mandates evacuation of anyone within 150 feet of spray applications, including fully enclosed agricultural buildings (farm housing, sheds, barns, etc.). This proposed rule exceeds the Environmental Protection Agency's 100-foot AEZ. This could result in Oregon applicators having much more stringent standards than applicators in other states, creating a competitive disadvantage. Columbia Gorge Fruit Growers advocates for allowing people to remain inside sealed buildings rather than evacuate.

CGFG's main points are:

- Allowing a “shelter-in-place” alternative is safer for workers than having them leave their homes or workplaces during an application. Agricultural structures including farmworker housing, office spaces, shops and greenhouses can provide adequate protection in the rare event of off-target drift.
- A 150-foot AEZ for products requiring respirators has no scientific justification. The respiratory requirement does not indicate a product is more hazardous than one that requires only dermal or eye protection. It makes no distinction between products that require respirators for applying the pesticide and those that only require respirators for mixing and/or loading.
- The liability for agricultural employers is unclear. It needs to be clearly defined in the rule that employers who provide the proper notification and instruction are not liable if workers fail to follow them.
- Pesticide applications are already tightly regulated by the Oregon Department of Agriculture and off-target drift is subject to civil penalties. Cases of off-target drift to agricultural structures are very rare, with only one confirmed case in the past three years.
- Hood River and Wasco counties – home to nearly two-thirds of Oregon's farmworker housing occupants – will suffer a much greater impact compared to the rest of the state. Hood River County has 119 registered agricultural labor camps that include 429 buildings for 1,334 occupants. Wasco County has 83 registered agricultural labor camps that include 463 buildings for 4,501 occupants. Statewide, Oregon has 309 labor camps, 1,262 buildings for 9,283 occupants.



# HOOD RIVER COUNTY BOARD OF COMMISSIONERS



JEFF HECKSEL, COUNTY ADMINISTRATOR

601 State Street • Hood River, OR 97031 • (541) 386-3970 • FAX (541) 386-9392

## BOARD OF COMMISSIONERS

RON RIVERS - CHAIR  
KAREN JOPLIN - DISTRICT NO. 1  
RICH McBRIDE - DISTRICT NO. 2  
BOB BENTON - DISTRICT NO. 3  
LES PERKINS - DISTRICT NO. 4

December 18, 2017

Garnet Cooke, Pesticide Coordinator  
Department of Consumer and Business Services/Oregon OSHA  
350 Winter Street NE  
Salem OR 97301-3882

Dear Ms. Cooke,

We are writing regarding OR-OSHA proposed rules on the Application Exclusion Zone for the Environmental Protection Agency (EPA) Worker Protection Standards. We appreciate the opportunity to comment on the significant challenges this proposal presents.

With the nearly two years' effort into creating the proposed rule, paying attention to the needs of Oregon growers and farm labor housing occupants. It's clear OR-OSHA recognizes the common-sense practices that allow occupants to remain inside their homes during most pesticide applications.

However, we feel OR-OSHA has made an error in proposing a 150-foot Application Exclusion Zone when products requiring respirators are used, however. This distinction is difficult to justify and appears arbitrary. The respiratory personal protective equipment (PPE) requirement doesn't indicate the chemical is more hazardous than others that specify only dermal or eye protection. The proposed rule does not separate between products that require a respiratory PPE for applying the pesticide versus those that only require it for mixing or loading the product. This proposed rule exceeds the EPA's 100-foot AEZ, but there has been no research data presented that demonstrate any benefits.

OR-OSHA's proposed rules reduce competitiveness with an AEZ that exceed the EPA's national standard; growers in other states will not operate under this excessive burden. It has the potential to create conflicts when pesticide labels change – a pre-determined Oregon AEZ could end up in direct conflict with federal rules.

Please consider the impact on our communities. Hood River and Wasco counties are home to 202 of Oregon's 309 registered agricultural labor camps, with 5,835 labor housing occupants – nearly two-thirds of the state's 9,283 total. Available off-farm property for labor housing is a scarcity, so you'll find these homes orchards. As a result, OR-OSHA's proposed rule to evacuate farm labor occupants will have a disproportionate impact here compared to the rest of Oregon. OR-OSHA needs to complete a thorough fiscal impact study to determine how this will affect our agricultural industry.

We all agree that everyone working around pesticides – and those who live in farm labor housing – needs to be safe. OR-OSHA has not demonstrated that evacuation is a safer practice than allowing occupants to remain indoors. We also should agree that no business should endure excessive costs

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without evidence of benefit. OR-OSHA has not completed a meaningful analysis on the compliance costs this proposed rule creates for employers – we simply do not know lost production costs and other details associated with the proposed 150-foot Application Exclusion Zone. OR-OSHA has not produced any data demonstrating the need for proposed rules that exceed the national standard. Finally, a reasonable, proven alternative already exists: allowing occupants to remain indoors during spray application.

We encourage OR-OSHA to remove all evacuation requirements associated with its Application Exclusion Zone draft rules.

Sincerely,

Les Perkins, Vice-Chair  
Hood River County  
Board of Commissioners

Cc: Columbia Gorge Fruit Growers



**BOARD OF COUNTY COMMISSIONERS**

511 Washington St, Ste. 101 • The Dalles, OR 97058  
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

*Pioneering pathways to prosperity.*

Garnet Cooke, Pesticide Coordinator  
Department of Consumer and Business Services/Oregon OSHA  
350 Winter Street NE  
Salem OR 97301-3882

Re: OR-OSHA Proposed Rules on the Application Exclusion Zone for the EPA Worker Protection Standards

Dear Ms. Cooke,

OR-OSHA has dedicated nearly two years of effort into creating this proposed rule, paying attention to the needs of Oregon growers and farm labor housing occupants. Clearly, OR-OSHA recognizes the common-sense practices that allow these occupants to remain inside their homes during most pesticide applications. With trained pesticide handlers and proper notification, growers strive to ensure safe and responsible application of pesticides.

However, we believe OR-OSHA has made an error in proposing a 150-foot Application Exclusion Zone when products requiring respirators are used. This distinction is difficult to justify and appears arbitrary. The respiratory personal protective equipment (PPE) requirement doesn't indicate that the chemical is more hazardous than others specifying only dermal or eye protection. The proposed rule does not discern between products that require a respiratory PPE for applying the pesticide versus those that only require it for mixing or loading the product. The proposed rule exceeds the EPA's 100-foot AEZ with no supporting research data presented to demonstrate any benefits.

OR-OSHA's proposed rules reduces competitiveness with an AEZ that exceed the EPA's national standard; growers in other states will not operate under this excessive burden. It has the potential to create conflicts when pesticide labels change – a pre-determined Oregon AEZ could end up in direct conflict with federal rules.

Please consider the impact on our communities. Hood River and Wasco counties are home to 202 of Oregon's 309 registered agricultural labor camps. We house 5,835 labor housing occupants – nearly two-thirds of the state's 9,283 total. Available off-farm property for labor housing is a scarcity, so you'll find these homes on our orchards. As a result, OR-OSHA's proposed rule to evacuate farm labor occupants will have a disproportionate impact here compared to the rest of Oregon. Applications frequently occur overnight when winds are calm. Oregon Department of Agriculture regulates drift with civil penalties and has confirmed just a single case of drift onto farm housing in the last three years. With that agency already tasked with drift enforcement, OR-OSHA's proposed rule adds an unnecessary layer of regulation. OR-OSHA needs to complete a thorough fiscal impact study to determine how this will affect our agricultural industry.

We all agree that everyone working around pesticides – and those who live in farm labor housing – need to be safe. OR-OSHA has not demonstrated that evacuation is a safer practice than allowing occupants to remain indoors. We also should agree that no business should endure excessive costs without evidence of benefit. OR-OSHA has not completed a meaningful analysis on the compliance costs this proposed rule creates for employers. OR-OSHA has not produced any data demonstrating the need for proposed rules that exceed the national standard. Finally, a reasonable, proven alternative already exists: allowing occupants to remain indoors during spray application.

We encourage OR-OSHA to remove all evacuation requirements associated with its Application Exclusion Zone draft rules.

Sincerely,  
Wasco County  
Board of Commissioners

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Steven D. Kramer, Chair

---

Scott C. Hege, Vice Chair

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Rod L. Runyon, County Commissioner



## **AGENDA ITEM**

**Funding for Central Oregon Animal Friends**

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[CENTRAL OREGON ANIMAL FRIENDS PROPOSAL](#)

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## **Wasco County Shelter Proposal**

### **Executive Summary**

Central Oregon Animal Friends is pleased to offer our proposal to operate the Wasco County Animal Shelter. We have a full understanding of the commitment needed to fulfill the services requested by Wasco County and look forward to helping you by operating the shelter in a conscientious and reliable manner. Central Oregon Animal Friends DBA Three Rivers Humane Society has been a part of the Madras community and has provided services to Jefferson County for 5 years. Our management team and Board of Directors have the highest professional qualifications and a set of core values that include integrity and commitment to community. We combine a broad range of experience and specialized knowledge of the animal welfare field, reflecting over 4500 adoptions in the last 7 years. We have witnessed the outcomes of our expertise over the years and have seen how they positively affect the communities in which we have worked and the people we have served. In the last 7 years, the management team of Central Oregon Animal Friends has had a history of fiscal responsibility completing two successful shelter restructures and creating a thriving nonprofit. We will carry this sound financial management and positive model into the operation of the Wasco County Animal Shelter. It is our intent to broaden the adoption base and increase the visibility of Wasco County by attracting adopters from inside and outside the region; creating enhanced revenue for the shelter and community businesses.

### **Mission Statement**

Central Oregon Animal Friends is committed to promoting healthy, safe and lifelong relationships between people and their pets through sustainable programs of education, adoption and spay/neutering. We will endeavor to fight for the abused and abandoned, and foster a community where no companion animal will be killed because it is homeless.

### **Management Philosophy**

- We shall provide shelter and care for animals in need.
- We shall provide programs and services which enhance the bond between animals and people.
- We shall be advocates for animals speaking for those who cannot speak for themselves.
- We are committed to Central Oregon Animal Friends' mission and goals.
- We strive to lead by example, promoting trust and respect while supporting and empowering staff.

- We are coaches developing the diverse skills of individuals in an environment which fosters open communication.
- We expect all staff to be responsible and accountable. Successes and mistakes are opportunities to learn and grow.
- We advocate effective use of our resources and humane care of animals.

### **Vision**

Our vision for a successful progressive humane animal program is to foster a community of reciprocity with veterinarians, county animal control agencies, pet owners, and potential adopters, with a common commitment to:

- Create an environment of compassionate and respectful treatment of companion animals
- Work toward the goal of putting an end to pet overpopulation through education and community spay/neuter programs
- Promote an atmosphere where euthanizing healthy, adoptable animals is not acceptable.

### **Organization**

Central Oregon Animal Friends, founded in October 2012, is a nonprofit community-based Humane Society registered as a nonprofit 501(c)3 business entity with the State of Oregon Corporation Division and the Internal Revenue Service respectively. Central Oregon Animal Friends operates under the DBA of Three Rivers Humane Society registered with the State of Oregon Corporation Division. Central Oregon Animal Friends was structured to a no-kill philosophy from nothing more than a firm belief that there was a better way to treat the needy pets in our community and a firm commitment to make these changes happen. By utilizing “best practices” in our daily operation we strive to fulfill this commitment to reach the highest save rate possible through innovative programs such as creative marketing programs, reduced cost spay/neuter, community adoption events, transfer programs, and community foster home and volunteer programs. Three Rivers Humane Society has a yearly intake of approximately 1100 dogs and cats and a budget of \$369,000. The current facility houses 10 indoor kennels and 24 outdoor kennels and an average inventory of 60-80 dogs (average of 40 puppies & 20 cats & kittens in foster). After a successful capital campaign, we are in the midst of constructing a 5600 sq ft building with 41 indoor kennels and new office space.

The organizational structure is as follows:

[Continued]

- Board - Central Oregon Animal Friends is governed by a board of 4 directors. The number of directors shall be no less than three (3) and no more than seven (7). The Board is accountable for the policies of the organization and strategic planning for the current and future operations.
- Executive management and employees -The shelter is managed by an Executive Director and Director of Operations. The Executive Director is responsible for overseeing the financial solvency and overall responsibility for the long-range plans and strategies of the business. The Director of Operations is responsible for the operation of the shelter and its services. Both positions are independently accountable to the Board.
- Shelter Employees - Shelter employees shall consist of a Shelter Manager and Kennel Technicians. During start-up, additional assistance will be provided by current Madras management. Over time, more positions will be created.

### **Management Team & Staff**

#### **Executive Director**

Stephen Drynan, Central Oregon Animal Friends Executive Director, brings over 25 years of management and animal care experience. Using a broad open door policy, community members and law enforcement officials will find him to be approachable and responsive. Starting in retail and wholesale management he moved to the trucking industry for the next 15 years as an owner operator, Safety Manager, and finally to a Terminal/Division Manager for a large food grade transportation company. While a Terminal Manager, he volunteered as a business consultant and foster for Home at Last Humane Society in The Dalles, Oregon for 4 years. After a company downsize and layoff of his trucking management position, he was hired as the Business Manager and co-director with his wife Jerilee Drynan at Home at Last. During the following years he and Jerilee completed a successful restructure bringing Home At Last from financially strained to solvency. They left the organization with over \$250K in assets before moving to Central Oregon. He and Jerilee then completed a second successful restructure for Humane Society of The Ochocos in Prineville over the next year. Stephen & Jerilee co-founded Central Oregon Animal Friends in 2012 and he has been the full time Executive Director to date.

## **Director of Operations**

COAF's Director of Operations, Jerilee Drynan, one of the founders of the Alaska Humane Society in 1979, has been in animal welfare in different capacities much of her adult life. Jerilee worked for 10 years in the Head Start program as a teacher and Site Director and went on to manage two other child care centers. Jerilee volunteered for Salem Friends of Felines for several years and she and Stephen have fostered over 500 cats and kittens. After moving to The Dalles she worked for Home At Last Humane Society for the next 6 years which included serving as an Adoption Counselor and Operations Manager/Co-Director. After completing a successful restructure of Home At Last she moved to Central Oregon where she and Stephen then completed a second successful restructure for Humane Society of The Ochocos in Prineville over the next year. She & Stephen co-founded Central Oregon Animal Friends in 2012 and she has been the full time Director of Operations.

## **Staff**

It is the Board of Directors intent to hire highly qualified management and staff. These staff members will be exceptionally dedicated to the animals they serve and will be familiar with their individual needs. Retaining these valuable staff members will maintain continuity for Central Oregon Animal Friends and Wasco County.

## **Staff Training**

Central Oregon Animal Friends staff will be trained in animal behavior, health, & safety through educational video training, mentorship, on the job experience, and clear, consistent direction. Opportunities will be provided to access ongoing training opportunities for staff members and will ensure the quality of care for the animals and community they serve.

## **Staff Recruitment and Retention**

Central Oregon Animal Friends offers competitive compensation and benefits to enhance recruitment and retention of the most desirable staff.



## **Animal Care**

### **Veterinary Care**

We will use the services of local veterinarians, including Columbia Veterinary Hospital, The Dalles Veterinary Hospital, and My Family's Pet Doctor.

### **Shelter Care**

All dogs and cats entering the shelter will have an initial health evaluation noting weight, body condition, injuries, and health concerns. All animals will be vaccinated upon arrival. Our records will indicate all pertinent information regarding the animal. Animals found to have injuries or health issues beyond our staff's medical treatment skills, will be transported to a veterinarian as soon as possible

### **Holds**

Dogs brought in as bite holds will be housed in an outside kennels clearly marked with a warning sign and a secure lock at all times. (Inside kennels can create a dangerous situation for staff when required to move the animal on a daily basis for cleaning purposes.) The dogs files would contain pertinent police reports. Dogs suspected of being neglected or abused would have an initial health evaluation , with the addition of documenting photographs taken at admission. The veterinarian would be asked to provide assessments of the dog's condition, treatment, and documentation of their findings. This information would be made available to those involved in the dog' s welfare case. Confidentiality will be maintained at all times.

### **Animal Tracking**

We utilize the software system Petpoint to track all intakes and adoptions of shelter animals. PetPoint is a comprehensive, easy-to-use, web-based animal management program. The Petpoint management system provides a detailed inventory of animals, including, but not limited to, individual identifying code or name, date of intake, type, breed, gender, license, if any, microchip information, vaccination records, owners name if known, notation of dog code citations, medical treatments provided, and whether the animal was adopted, transferred, placed with a rescue agency or euthanized, as well as reason for disposition. Petpoint also provides adopters with low cost pet insurance for their newly adopted pet. All animals leaving the shelter will be microchipped and the new owners' information will be registered to the microchip at the time of adoption

## Guidelines for Standards of Care in Animal Shelters

As a Program contractor we are familiar with, and follow the “Guidelines for Standards of Care in Animal Shelters”. As stated in the Guidelines for Standards of Care in Animal Shelters publication: "While some changes can be made simply and easily, others may require physical changes to a facility, additional training, or more advanced planning. The first step for each organization should be to urgently address and correct any unacceptable practices. Aside from those immediate changes, implementing change based on the Guidelines should be a gradual and thoughtful process designed to provide maximum benefit for the animals . As change is made, careful attention should be given to the goals of maximizing quality of life and lifesaving capability." With this as our guiding principle , we will go about fine-tuning and adjusting current practices quickly but thoughtfully. The Five Freedoms for Animal Welfare must always guide action. They are:

- 1. The Freedom from Hunger and Thirst.** We feed all animals twice daily and fresh water is available at all times.
- 2. The Freedom from Discomfort.** Animals will be given soft places to rest in their kennels/cages.
- 3. The Freedom from Pain, Injury, or Disease.** We will vaccinate all in-coming animals for distemper, canine parvovirus, parasites, and kennel cough. They will receive boosters as appropriate for age and veterinary recommendations. Veterinary care will be provided to all animals deemed in pain and/or injured. (Pain management medications will be provided as directed by a veterinarian.) We have medical protocols to treat a variety of diseases.
- 4. Freedom to Express Normal Behavior.** We provide supervised play times for dogs. Dogs are social beings and living alone in a kennel for days on end can be frustrating and detrimental to a dog's mental health. With supervised interaction, dogs can learn beneficial play skills, making them better partners for an adoptive home with an existing dog. Dogs in supervised play sessions release pent up energy and keep muscles strong and healthy. A well exercised dog is less likely to be destructive to the kennel and its contents. Cats are provided time out of their cages for play, staff and volunteer attention, and time to explore their environment.
- 5. Freedom from Fear and Distress.** We have a volunteer dog trainer to guide staff in interacting with dogs in the kennels. The trainer will have protocols for each dog to support staff and volunteer interactions with fearful and distressed dogs. Calming

pheromone spray, clinically-tested musical CD's, frequent hand feeding of treats, and patient encouragement will assist our supportive efforts. A renewed effort to recruit community volunteers will have many positive benefits for fearful and distressed dogs in the shelter and give the dogs more opportunities for care. Our trainer will be available to owners after the adoption for support in the transition process into a new home. Cats are housed away from dogs and given time to adjust to the shelter environment, They are provided places to climb, hide, and observe.

### **Assessing Suitability for adoption/transfer**

The criteria we will use to determine suitability of a dog for adoption is observation over time of daily behaviors, dog to dog interactions, and dog to people interactions by staff and dog trainer. The dog trainer will administer the "Am I Safe?" temperament assessment, designed by Sarah Kaljnas; Certified Dog Behavior Consultant. If available, the personality profile completed by the previous owner will be considered as well.

The criteria used to transfer a dog to another dog welfare agency will be length of stay, breed specific needs, opportunities for a change of venue for renewed interest, our lack of available space or resources. The dogs we transfer will be current on vaccines, of an adoptable age and temperament, and have full disclosure of any special behavioral or health needs. We will have an agreement with the receiving agency that they will inform us if they find the dog to be unadoptable while in their care, so that we may reclaim the dog.

Cats will be assessed through observation and interaction. Those findings will be shared with potential adopters to assist in finding a suitable match.

### **Euthanasia**

Central Oregon Animal Friends is committed to the preservation of life and operates under the no-kill philosophy. This means that Central Oregon Animal Friends resolutely affirms that it will not euthanize for reasons amounting to insufficient operational capacity such as space, manpower, and the like. As long as an animal is adoptable, we make a commitment to provide quality care until we find his or her forever home. There are times however where euthanasia is necessary for medical or behavioral issues and Central Oregon Animal Friends has a responsibility to all of the animals in our care, as well as to the public, to ensure their safety and quality of life.

The staff and Board of Directors of the Central Oregon Animal Friends recognize that the subject of euthanasia is emotionally charged and, at times, very difficult. We also recognize that it requires both reflection and open discussion. Given the sensitivity of the practice of

euthanasia and the organization's requirement to maintain transparency and objectivity, each animal in our care is evaluated as an individual and the euthanasia of any animal will fall under the requirements of the following two categories:

- 1. Deteriorating medical condition that is untreatable and causing suffering to an animal.** Euthanasia decisions will be made for animals that are suffering from a disease, injury, or congenital or hereditary condition that adversely affects the animals health and who are not likely to become healthy or treatable even if provided care. The decision of euthanasia will be documented, approved, and signed by the Executive Director, Director of Operations, and shelter dog trainer after discussion with an attending veterinarian.
- 2. Behaviors that are beyond correction that are deemed to pose an unacceptable danger to the staff, other animals, themselves, or the public.** Any animal that is in this category will be closely monitored by management, staff, and the shelter dog trainer in an attempt to reverse the pet's unsafe behaviors. If the animal appears to pose a serious danger to humans, the animal would not meet adoptability criteria. The decision of euthanasia will be documented, approved, and signed by the Executive Director, Director of Operations, and the contracted shelter dog trainer.

## Programs

### Operations

As with our Madras facility, Central Oregon Animal Friends will operate under a DBA to be determined. Central Oregon Animal Friends will establish convenient public hours of access, including weekend hours. Public hours will include being open at least thirty (30) hours per week that includes five (5) different days per week, including either a Saturday or a Sunday. Animals in the Program will be treated with care and respect, and provided a clean, comfortable and healthy environment. An appropriate environment will be provided to minimize stress levels, and address social and exercise needs. The health and welfare of the animals is a foremost consideration. Central Oregon Animal Friends will follow a clear set of protocols regarding kennel admission and intake procedures, care and welfare of animals, employee conduct, and kennel and adoption operations.

### Owner release & stray animal intake services

Central Oregon Animal Friends will accept owner surrendered animals as it has the space to do so. A wait list will be maintained if no space is available. Our first priority is

the stray dogs of the city and county and will never turn them away.

### **Redemption & Adoption**

It is important to Central Oregon Animal Friends that stray animals are reunited with their owners. Owners of reclaimed dogs will be required to provide proof of a current rabies vaccine. With proof of current rabies vaccine, but without a current County license, the dog will be licensed at the time of reclaim. Without a current rabies certificate, owners are required to place a \$20 license deposit and are allowed 8 days to provide a rabies certificate from a licensed veterinarian. With that certificate, the dog will be licensed in keeping with Wasco County ordinance. Law enforcement officials will be contacted if after 8 days owners do not return with the proof of rabies vaccine. Strays are held 3 days without identification and 5 days with identification. After the hold time has elapsed, the animal becomes the property of Central Oregon Animal Friends. The animal will then be assessed for adoption. Adoptions are facilitated through an application screening process to determine eligibility. We dialogue with potential adopters to learn more about their needs and wants in a new pet. We strive to find the best fit for each adopter and answer all questions regarding a particular animal to our best ability. We provide potential adopters with any information we received from previous owners. All animals are sterilized BEFORE being adopted. We microchip all animals and register the microchip to the new owners at the time of adoption. We offer follow up support after adoptions, as needed. We always accept adopted animals back into our care if the owner is unable or unwilling to care for the animal. We will encourage and advertise adoption opportunities in our quarterly newsletter, Facebook page, Petfinder.com, our website, radio, and outreach adoption events. As a Petco adoption partner, we will hold adoption events in the local Petco store.

### **Outreach**

We would engage with and provide outreach to the community at large by holding outreach and adoption events. We will communicate with the media on an ongoing basis to keep the shelter in the news and promote public awareness, utilize speaking opportunities at service clubs and local groups, and establish a shelter newsletter. We plan to visit retirement home residents and bring dogs for their enjoyment. We plan to visit schools and educate children about bite prevention. We plan to provide spay/neuter assistance to low-income community members. We will maintain a welcoming, approachable environment at the shelter and publicly appreciate the efforts of community volunteers. Central Oregon Animal Friends is a member of the Jefferson County Chamber of Commerce and our management often attends chamber events. We will become an active member of the Wasco County Chamber of Commerce as well.

### **Volunteers/Foster Homes**

One of our very most valuable and precious resources is our volunteer force. Central Oregon Animal Friends is able to provide the number and quality of services and programs because of the generous assistance of our animal shelter volunteers. We believe that volunteers deserve training and communication to enhance their experience in an organization. We offer orientation and on-going training to our volunteers; including a handbook for reference of rules, safety issues, and requirements for increased participation. We are committed to providing each volunteer a rewarding and productive volunteer experience with our organization. Our dedicated foster homes give our animals extra TLC and a safe place until their forever homes can be found. Foster homes must meet a list of requirements to become qualified and then are provided all the tools and supplies for their foster animal.

### **Spay/Neuter Program**

Central Oregon Animal Friends works with several foundations to fund a public spay/neuter certificate program through grants.

### **Retail Sales**

Central Oregon Animal Friends plans to maintain a shelter retail section to help fund their operations. Products for sale include dog & cat food, treats, toys, and leashes & collars.

## **Proposal**

Central Oregon Animal Friends proposes to partner with Wasco County and The City of The Dalles and to enter into a management agreement and property lease agreement to operate the Wasco County Kennels as a separate 501(c)3 entity. Under this management contract will be a consideration amount for the intake and care of all stray dogs, police/court custody holds, and public courtesy holds of Wasco County.

This proposal includes the following provisions:

Home At Last Animal Friends:

Central Oregon Animal Friends would like to see one of the following scenarios take place in regard to Home At Last Animal Friends:

[Continued]

1. Home At Last Animal Friends would vacate the property leaving all county owned property (desks, kennels, etc.).

OR

2. (Preferred) After Due Diligence is completed and approved, Home At Last Animal Friends would merge with Central Oregon Animal Friends to become one 501c3 nonprofit. Central Oregon Animal Friends would acquire all debt, liquid assets, and fixed assets of Home At Last Animal Friends. Central Oregon Animal Friends Board will take the lead as the governing board thus dissolving the Home At Last Animal Friends Board. We would request that the current HAL Board become a fund raising committee for the shelter in The Dalles.

- The initial contract term will be for a three (3) year period with a review of contract terms and conditions at twelve (12) months. The contract may be extended for three (3) additional two (2) year periods upon mutual written agreement, for a total potential contract period of nine (9) years.
  - We will ask Wasco County to pay Central Oregon Animal Friends consideration for the services provided to the County through onetime payment of \$25,000 and all licensing revenue. We will ask The city of The Dalles to pay Central Oregon Animal Friends consideration for the services provided a onetime payment of \$25,000.
  - All adoption fees, stray redemption fees, intake fees, boarding, grants, and donations will go to Central Oregon Animal Friends.
  - Central Oregon Animal Friends will be allowed to charge a service fee up to \$5.00 for issuing dog licenses for Wasco County. This fee will be on top of the County imposed license fees and all dogs adopted to and all return to owner dogs to Wasco County residents.
  - All animals referred for hold by the Animal Control Officer or other police agency or public stray within Wasco County will be accepted by Central Oregon Animal Friends. Owners may be charged impound and daily care costs.
  - We will ask Wasco County to deed the complete building and property of the Wasco County Kennels at no cost to Central Oregon Animal Friends with no less than a 120 day release clause.
    - All current inventory of the Wasco County Kennels will be available for use in operation of the shelter by Central Oregon Animal Friends at the time of transition.
- Central Oregon Animal Friends welcomes the opportunity to establish a mutually beneficial and long term relationship with Wasco County and The City of The Dalles

[Continued]

in this endeavor.



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Stephen Drynan, Executive Director

12/12/2017

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Date





## PLAN OF MERGER AND MERGER AGREEMENT

This Plan of Merger and Merger Agreement ("Plan of Merger") is made by and between Central Oregon Animal Friends, an Oregon nonprofit corporation registry #889107-90, Tax ID #46-1240416 ("COAF"), and Home At Last Animal Friends Inc., an Oregon nonprofit corporation registry #760178-89, Tax ID #93-1297310 ("HAL"), and shall be effective on \_\_\_\_\_, 201\_\_ after filing of Articles of Merger with the Secretary of State of the State of Oregon ("Effective. Date").

### RECITALS

1. COAF is an Oregon nonprofit corporation that has been recognized by the IRS as a 501 (c) (3) organization (Letter dated Feb. 8, 2013) and whose mission is: "Central Oregon Animal Friends is committed to promoting healthy, safe and lifelong relationships between people and their pets through sustainable programs of education, adoption and spay/neutering. We will endeavor to fight for the abused and abandoned, and foster a community where no companion animal will be killed because it is homeless."
2. HAL is an Oregon nonprofit corporation whose mission is: "Our commitment is to end pet overpopulation in the Mid-Columbia region through Spay/Neuter, Providing healthy, safe and loving homes for dogs and cats, Promoting positive relationships between people and their pets through outreach and education, and no companion animal will be killed simply because it is homeless."
3. The respective Boards of COAF and HAL have each determined that it is in the best interest of their respective corporations to combine their Corporations.
4. In furtherance of such combination, the Boards of Directors of COAF and HAL have each adopted this Plan of Merger and approved the merger ("Merger") of HAL into COAF in accordance and under the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Merger

- a. Upon the terms and subject to the conditions set forth in this Plan of Merger, at the Effective Date HAL shall be merged with and into COAF, whereupon the separate existence of HAL and its Board of Directors will cease and COAF shall be the surviving corporation in the merger ("Surviving Corporation").
- b. As soon as practicable after satisfaction or waiver of the conditions and obligations of the parties to consummate the Merger, COAF and HAL will file Articles of Merger with the Secretary of State of the State of Oregon, and will make all other filings or recordings required by applicable law in connection with this Merger.
- c. From and after the Effective Date, title to all real estate and all assets liquid and fixed owned by COAF and HAL shall be vested in the Surviving Corporation and the Surviving Corporation shall be responsible for all liabilities of COAF and HAL. Upon the Effective Date, Executive Director, Stephen Drynan, Board President, Paul Viemeister, and Board Secretary/Treasurer Sheila Dooley, will be the designated and sole signers on all HAL bank accounts, investments, and other liquid asset accounts.

2. Surviving Corporation

- a. The name of the Surviving Corporation shall remain Central Oregon Animal Friends and shall file a new DBA of Effective. Date name with the Oregon Secretary Of State Corporation Division.
- b. The Articles of Incorporation and by-laws of COAF in effect at the Effective Date shall be the Articles of Incorporation and by-laws of the Surviving Corporation until amended in accordance with applicable law.
- c. The by-laws of the Surviving Corporation shall be substantially in the form set forth in Exhibit A hereto.
- d. Prior to the Effective Date, the officers and Directors of COAF and HAL shall continue to serve in their respective capacities. The Directors of COAF shall become the governing Board and begin service as of the Effective Date.
- e. As of the Effective Date of this Plan of Merger, there is no voting membership of COAF or HAL.

3. Representations and Warranties

a. COAF represents and warrants to HAL that:

- i. COAF is duly organized, validly existing and in good standing under the laws of the State of Oregon.
- ii. COAF has made available to HAL complete and correct copies of its Articles of Incorporation and By-laws.
- iii. COAF has made available to HAL copies of its financial statements ("COAF Financial Statements") for 2017 to date.
- iv. Since the date of the last financial statement provided to HAL, COAF has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of COAF except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
- v. Except as disclosed in the COAF Financial Statements , there are no
  1. Criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending or, to the knowledge of COAFs Officers ("COAF Officers"), threatened against it.
  2. Obligations or liabilities, whether or not accrued, contingent, or otherwise, or any other facts or circumstances known to the COAF Officers that would reasonably be expected to result in any adverse claim against COAF.

b. HAL represents and warrants to COAF that:

- i. HAL is duly organized, validly existing, and in good standing under the laws of the State of Oregon.
- ii. HAL has made available to COAF complete and correct copies of its Articles of Incorporation and By-laws.
- iii. HAL has made available to COAF copies of its financial statements ("HAL Financial Statements") for the last two fiscal years or since inception.
- iv. Since the date of the last financial statement provided to COAF, Hal has conducted its operations in the ordinary course and there has not been any change in the financial

condition, properties, or results of operations of HAL except those changes that individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

- v. Except as disclosed in the HAL Financial Statements, there are no
  - 1. Criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of HAL's officers ("HAL Officers"), threatened against it,
  - 2. Obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to HAL Officers that would reasonably be expected to result in any adverse claim against HAL.

#### 4. Covenants

- a. COAF covenants and agrees after the date hereof and until the effective date:
  - i. The business of COAF shall be conducted in the ordinary and usual course and, to the extent consistent therewith. COAF shall use its best efforts to maintain its existing relations and goodwill with its vendors and employees, if any.
  - ii. COAF shall not enter into any new contracts or commitments that will extend beyond the effective date without the consent of HAL.
  - iii. COAF will coordinate with HAL all press releases and public announcements regarding the Merger.
  - iv. All costs and expenses incurred by either party in connection with this Plan of Merger shall be paid by the party incurring the expense.
- b. HAL covenants and agrees after the date hereof and until the Effective Date:
  - i. The business of HAL shall be conducted in the ordinary and usual course and, to the extent consistent therewith. HAL shall use its best efforts to maintain its existing relations and goodwill with its vendors and employees, if any.
  - ii. HAL shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of COAF.
  - iii. HAL will coordinate with COAF all press releases and public announcements regarding the Merger.

- iv. All costs and expenses incurred by either party in connection with this Plan of Merger and Merger Agreement shall be paid by the party incurring the expense.

5. Approvals

Both parties agree to submit this Plan of Merger for approval of their respective Boards on or before the Effective Date, with approval to occur by Effective Date. If this Plan of Merger is approved by the Boards of COAF and HAL by the votes required in the Articles of Incorporation or Bylaws of the respective parties and by the applicable laws of the State of Oregon, then Articles of Merger shall be executed and filed with the Secretary of State of the State of Oregon as soon as practicable thereafter.

6. Termination

This Plan of Merger may be terminated and the Merger abandoned at any time before the approval thereof by the Board of Directors of both COAF and HAL.

7. Amendment

This Plan of Merger may be amended with the approval of the Boards of Directors of the parties at any time prior to the effective date.

8. Extension; Waiver

At any time prior to the Effective Date, the Board of Directors of either party hereto may:

- a. Extend the time for the performance of any of the obligations or other acts of the other party hereto,
- b. Waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and
- c. Waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

9. Entire Agreement

This Plan of Merger constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter

hereof. All Exhibits hereto are a material part of this Plan of Merger and are incorporated herein by reference. This Plan of Merger, including any Exhibits hereto, may not be amended or modified, except in writing signed by all parties to this Plan of Merger.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Board of Directors, have executed this Plan of Merger on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

Central Oregon Animal Friends

Home At Last Animal Friends

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Paul Viemeister, Board President

Mary Martin, Board President

**Notary Public**

State of OREGON County of \_\_\_\_\_ Signed (or attested) before me on (date) \_\_\_\_\_, 20\_\_\_\_ by (name(s) of individual(s)) Paul Viemeister & Mary Martin

\_\_\_\_\_ Notary Public - State of Oregon

Official Stamp Document

Description This certificate is attached to page \_\_\_\_ of a \_\_\_\_\_ (title or type of document), dated \_\_\_\_\_, 20 \_\_, consisting of \_\_\_\_\_ pages.



## AGENDA ITEM

### Enterprise Zone Abatement

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[OREGON ENTERPRISE ZONE AUTHORIZATION APPLICATION](#)

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[2018 BEARING POINT ABATEMENT AGREEMENT](#)

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received  
8/15/17  
DMS

Form OR-EZ-AUTH

# Oregon Enterprise Zone Authorization Application

• Complete form and submit to the local enterprise zone manager before breaking ground or beginning work at the site. • Please type or print neatly.

### APPLICANT

Enterprise Zone or Rural Renewable Energy Development Zone (where business firm and property will be located) The Dalles/Wasco County Enterprise Zone		Email whitney@lsbld.com	
Name of Business Firm Bearing Point Holding LLC		Telephone Number ( 503 ) 539-3720	
Mailing Address 212 NE 83rd Street	City Vancouver	State WA	ZIP Code 98665
Location of Property (street address if different from above) 2920 and 2928 W 6th Street	City The Dalles	State OR	ZIP Code 97058
County, TRS Map ID#, and Tax Lot Number of Site 2N13E32AA-2000, 2100, 2200	Contact Person Whitney Woolard	Title Project Manager	

My firm expects to first claim standard property tax exemption in the following (up to three) year(s): 2018,2019,2020

- Check here if your firm has or has had another exemption in this enterprise zone.
- Check here that your firm commits to renew this authorization application. Renew this application on or before April 1 every two-calendar years, until the tax exemption on qualified property is claimed.
- Check here if you are requesting an extended abatement of one or two additional years of exemption. This is subject to minimum average annual "compensation" for employees and written agreement with local zone sponsor. Sponsor may request additional requirements.

**Zone Manager Use Only (after written agreement but before authorizing firm):**

County Average Annual Wage: \$ \_\_\_\_\_ Year: \_\_\_\_\_ Total Exemption Period:  4 or  5 Consecutive Years (check one)

### BUSINESS ELIGIBILITY

**Eligible Activity**—Check all activities that apply to proposed investment within the enterprise zone:

- Manufacturing     Fabrication     Bulk Printing     Shipping     Agricultural Production     Energy Generation
- Assembly     Processing     Software Publishing     Storage     Back-office Systems
- Other—describe the activities that provide goods, products, or services to other businesses (or to other operations of your firm):

Check here if your business firm does or will engage in **ineligible activities** within the enterprise zone (such as retail sales, health care, professional services, or construction). Describe below (or in an attachment) these activities and their physical separation from "eligible activities":

**Special Cases**—Check all that apply:

- Check here if a **hotel, motel, or destination resort** in an applicable enterprise zone.
- Check here if a **retail/financial call center**. Indicate expected percent of customers in local calling area: \_\_\_\_\_ %.
- Check here if a **"headquarters" facility**. (Zone sponsor must find that operations are statewide or regional in scope and locally significant.)
- Check here if an **electronic commerce investment** in an e-commerce enterprise zone. (This also provides for an income tax credit.)

### EMPLOYMENT IN THE ENTERPRISE ZONE (see worksheets on last page)

Do **not** count FTEs, temporary, seasonal, construction, part-time jobs (32 hours or less per week), or employees working at ineligible operations.

**Existing Employment**—My business firm's average number of full-time employee in the zone over the past 12 months is 0

**New Employees**—

- Hiring is expected to begin on (date or month and year): 10-15-18
- Hiring is expected to be completed by (month and year): 1-15-19
- Estimated total number of new employees to be hired with this investment is: 40

**Commitments**—By checking all boxes below, you agree to the following commitments as required by law for authorization:

- By April 1 of the first year of exemption on the proposed investment in qualified property, I will have increased existing employment within the zone by one new employee or by 10 percent, whichever is greater.
- My firm will maintain at least the above minimum level as an annual average employment during the exemption period.
- When the exemption claim is filed by April 1 following each calendar year of exemption, total employment in the zone will also not have shrunk by 85 percent at one time or by 50 percent twice in a row, compared to any previous year's figure.
- My firm will comply with local additional requirements as contained in: (1) a written agreement for an extended agreement, (2) zone sponsor resolution(s) waiving required employment increase,\* or (3) an **urban** enterprise zone's adopted policy, if applicable.
- My firm will verify compliance with these commitments, as requested by the local zone sponsor, the county assessor or their representative, or as directed by state forms or administrative rules.
- My firm will enter into a **first-source hiring agreement** before hiring new eligible employees. (This **mandatory** agreement entails an obligation to consider referrals from local job training providers for eligible job openings within the zone during at least the exemption period.)

\*Also for Rural Renewable Energy Development Zones.



**OREGON EMPLOYMENT OUTSIDE THE ENTERPRISE ZONE**

Check only those that apply:

- Check here if yours or a commonly controlled firm is or will curtail operations in the state beyond 30 miles of the zone's boundary and move them into the zone. Indicate timing, location, number of any job losses, and relationship to the proposed enterprise zone investment:
  
- Check here if you are transferring any operations into the zone from site(s) in the state within 30 miles of the zone boundary: My firm's average employment at the site(s) over the past 12 months is \_\_\_\_\_ jobs.
- Check here, if applicable, that your firm commits to increase the combined employment at the site(s) (within 30 miles) and in the zone to 110 percent of the existing combined level by April 1 and on average during the first year of exemption.

**PROPOSED INVESTMENT IN QUALIFIED PROPERTY**

Anticipated Timing—Enter dates or months/years (non-binding)

Action	Site and Building & Structures			Machinery and Equipment		
	Preparation	Construction*	Placed in Service **	Procurement***	Installation	Placed in Service
To commence or begin on	12-15-17	2-15-18	1-15-19	6-15-18	10-15-18	1-15-19
To be completed on	2-15-18	1-15-19		12-15-18	1-15-16	

\* Including new reconstruction, additions to, or modifications of existing building(s) or structure(s).

\*\* This is in the year directly before the very first year of exemption.

\*\*\* May precede application by up to three months (includes personal property).

**Special Issues:**

- Check here for building/structure acquired/leased for which construction, reconstruction, additions, or modifications began prior to this application (attach executed lease or closing documents), and do not take up occupancy until this application is approved.
- Check here if anticipating using **Construction in Process** tax exemption for qualified property that is still being constructed/installed and is not yet placed in service and is located on site as of January 1. If so, file Application for Construction-in-Process Enterprise Zone Exemption (150-310-021) by April 1 with the county assessor's office.

**Qualifying Property:** Estimates of cost and details about property are not binding, but in order for any property to qualify, its basic type needs to be at least represented below.

Type of Property		Number of Each/Item	Expected Estimated Value	Check if any Item will be Leased
Real Property	Building or structure to be newly constructed	1	\$ 12,000,000.00	<input type="checkbox"/>
	New addition to or modification of an existing building/structure		\$	<input type="checkbox"/>
	Heavy or affixed machinery and equipment		\$	<input type="checkbox"/>
Personal Property Item(s) Costing:	\$50,000 or more		\$	<input type="checkbox"/>
	\$1,000 or more (E-commerce zone or used exclusively for tangible production)		\$	<input type="checkbox"/>
<b>Total Estimated Value of Investment</b>			\$ 12,000,000.00	

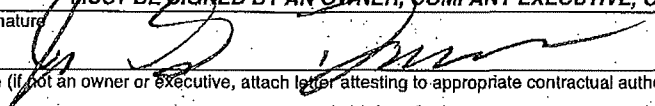
In addition to what is indicated above, please describe below (or in an attachment) the overall nature and potential extent of your investment, including preliminary building plans and lists of property items, as appropriate or if recommended by the local zone manager or county assessor (which may be kept confidential).

The Property will be comprised of One four Story building with 93 guest rooms, and 54,000 sq. ft. Amenities include an indoor swimming pool, business center, breakfast area, fitness room, and meeting room.

**DECLARATION**

I declare under penalties of false swearing [ORS 305.990(4)] that I have examined this document and attachments, and to the best of my knowledge, they are true, correct, and complete. If any information changes, I will notify the zone manager and the county assessor and submit appropriate written amendments. I understand that my business firm will receive the tax exemption for property in the enterprise zone, only if my firm satisfies statutory requirements (ORS Chapter 285C) and complies with all local, Oregon, and federal laws that are applicable to my business.

**MUST BE SIGNED BY AN OWNER, COMPANY EXECUTIVE, OR AUTHORIZED REPRESENTATIVE OF THE BUSINESS FIRM**

Signature X  Date 09/15/17  
 Title (if not an owner or executive, attach letter attesting to appropriate contractual authority)

Local enterprise zone manager and county assessor must approve this application (with Enterprise Zone Authorization Approval, form 150-303-082)

THE DALLES/WASCO COUNTY ENTERPRISE ZONE

**EXTENDED ABATEMENT AGREEMENT**

With  
BEARING POINT HOLDING, LLC

**WRITTEN AGREEMENT WITH THE SPONSORS OF THE DALLES/WASCO COUNTY ENTERPRISE ZONE AND BEARING POINT HOLDING, LLC TO EXTEND PROPERTY TAX EXEMPTION TO FIVE (5) CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT AND JOB CREATION.**

The sponsors of The Dalles/Wasco County Enterprise Zone comprised of the governing bodies of the City of The Dalles and Wasco County, Oregon, hereinafter the “Zone Sponsors”, and Bearing Point Holding, LLC hereinafter the “Firm” do hereby enter into the Bearing Point Holding, LLC, Extended Abatement Agreement, hereinafter the “Agreement”; which Agreement extends the period of time in which the Firm shall receive an exemption on its proposed investments in qualified property in The Dalles/Wasco County Enterprise Zone contingent on certain special requirements, under ORS 285C.160.

The Zone Sponsors and Firm jointly acknowledge that, subject to the approval of the application for authorization submitted on August 15, 2017, and the satisfaction of other requirements under ORS 285C.050 to 285C.250, the Firm is eligible for three years of complete exemption on its qualified property; that nothing in this Agreement shall modify or infringe on this three-year exemption or the requirements thereof; and that this Agreement becomes null and void if the Firm does not qualify for the three years of the exemption.

The Zone Sponsors extend the Firm’s property tax exemption an additional two (2) years on all property that initially qualifies in The Dalles/Wasco County Enterprise Zone in the assessment year beginning immediately after the third year of the standard abatement, and thereby sets a total period of exemption of five (5) consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

**CONFIRMATION OF STATUTORY PROVISIONS**

In order to receive the additional two (2) years of enterprise zone exemption granted herein, the Firm agrees herewith under 285C. 160(3)(a)(A) that for each year of the entire five-year exemption period, all of the Firm’s new employees shall receive an average level of compensation equal to or greater than 130 percent of the county average annual wage, in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR) Chapter 123, Division 674 (123-674-0600), which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized; and
2. The county average annual wage is set at the time of authorization, except as pursuant to ORS 285C.160(4), according to the Employment and Wages by Industry (QCEW), Oregon Employment Department, 2016 average annual wage by County; the average wage for Wasco County is \$38,024.00, of which 130 percent equals \$49,431.20; and
3. Only employees working at jobs filled for the first time after the application for authorization but by December 31<sup>st</sup> of the first full year of the initial exemption and performed within the current boundaries of The Dalles/Wasco County Enterprise Zone are counted; and
4. Only full time, year-round and non-temporary employees engaged a majority of their time in the Firm’s eligible operations consistent with ORS 285C.135 & 285C.200(3) are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by the Firm.

Furthermore, in order to receive the additional two (2) years of enterprise zone exemption granted herein, the Firm agrees that all of the Firm’s new employees shall receive an average annual wage that is 100% or higher than the County average annual wage in the fourth and fifth years of the abatement.

#### LOCAL ADDITIONAL REQUIREMENTS

For the Firm to receive the additional two (2) years of enterprise zone exemption granted herein, the Zone Sponsors and the Firm agree that the Firm shall do the following, in addition to statutory requirements, as reasonably requested by the Zone Sponsors under ORS 285C.160(3)(a)(B);

*In the fourth and fifth calendar years of the extended abatement period and prior to December 31<sup>st</sup> of those fourth and fifth years, a qualifying firm shall contribute to the Zone Sponsors a cash contribution calculated from the table below, which shall be split equally between the Zone Sponsors. The cash contributions will be used by the Zone Sponsors to support public infrastructure, economic development, and/or public services.*

	Year 4 of Abatement	Year 5 of Abatement
Cash Contribution Owed	50% of tax savings	75% of tax savings

The Zone Sponsors agree to review proposals put forth by the Firm that would provide, “sweat equity” services, products, or other proposals that would provide equivalent value as the cash contribution the Firm would normally pay. The Firm agrees to put forth any such proposal six (6) months before the end of the third exemption year.

The Zone Sponsors reserve the right to reject any such proposals and any such rejection does not exempt the Firm from the cash contribution requirement per the table above as agreed upon.

ACCEPTING FOR THE SPONSORS

City of The Dalles  
Stephen E. Lawrence, Mayor

\_\_\_\_\_  
Signature Dated, \_\_\_\_\_, 2018

Wasco County Commission  
Rod Runyon, Commission Chair

\_\_\_\_\_  
Signature Dated, \_\_\_\_\_, 2018

ACCEPTING FOR BEARING POINT HOLDING, LLC

Bearing Point Holding, LLC

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Position)

\_\_\_\_\_  
Signature Dated, \_\_\_\_\_, 2018



## **AGENDA ITEM**

**Response to State Building Codes Request/Discussion/Decision**

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[STATE OR OREGON BUILDING CODES DIVISION LETTER](#)

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# Oregon

Kate Brown, Governor

## Department of Consumer and Business Services

Building Codes Division  
1535 Edgewater St NW  
PO Box 14470  
Salem, OR 97309-0404  
503-378-4133  
Fax: 503-378-2322  
bcd.oregon.gov

January 10, 2018

Tyler Stone, Administrative Officer  
Wasco County  
511 Washington St., Suite 101  
The Dalles, OR 97058

RE: Investigation of Wasco County building inspection program

Mr. Stone:

This letter is to inform you that the Building Codes Division (Division), acting under ORS 455.770, intends to administer and enforce the building inspection program for Wasco County. The Division has been informed that the County is, or soon will discontinue administration and enforcement of its local building inspection program as required under ORS chapters 455 and 479, and the rules adopted thereunder.

Under ORS 455.770, the Division may administer and enforce the County's building inspection program while it investigates the County's ability to provide services. Please consider this letter notification under ORS 455.770 and ORS 455.148. Under ORS 455.770, the County has 30 days to respond to this letter.

Under ORS 455.148(12), the Division will assume the administration and enforcement of the Wasco County building inspection program effective February 1, 2018, and thereafter as necessary based on the County's response to this letter and the Division's findings. The division will continue administration of the Wasco County building inspection program through the pendency of the investigation noticed herein.

By February 1, 2018, our goal is to:

- Establish a regional office in the area out of which it will provide all building inspection program services on behalf of the County;
- Provide sufficient certified inspection and plan review staff to ensure consistent service delivery for local contractors and residents;
- Address outstanding permits and pending inspections, with the goal of minimizing disruption to local contractors and residents; and,
- Notify local stakeholders of the transition date and any changes that could impact the permitting or inspection of current or future construction projects.

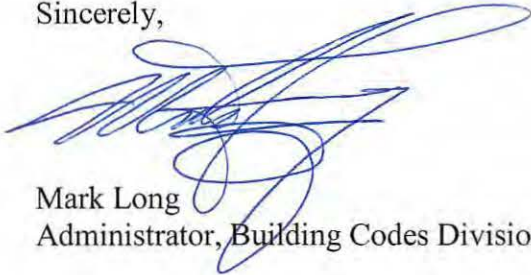
January 10, 2018  
Page Two

- Establish electronic services. Note: Other local fees, programs and requirements such as planning, public works, CET and other matters not covered by the state building code will be maintained by the county.

This is a temporary assumption by the state, and should not be construed as the County abandoning or ceasing to administer the building inspection program under ORS 455.148(14). During this timeframe we have assigned Rex Turner as your primary contact & Building Official for Wasco County. Wasco County shall retain the delegation of its building inspection program, and may continue to pursue solutions for local administration and enforcement of the building inspection program, including an agreement for full, divided, mutual, or joint administration and enforcement of the program under ORS 455.185.

Please feel free to contact Rex with any questions by email at [Rex.L.Turner@Oregon.gov](mailto:Rex.L.Turner@Oregon.gov) or phone at (503) 373-7755.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Long', with a large, stylized flourish extending to the right.

Mark Long  
Administrator, Building Codes Division