



AGENDA: REGULAR SESSION

WEDNESDAY, FEBRUARY 7, 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.

9:00 a.m.	<p>CALL TO ORDER</p> <p>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.</p> <p>Corrections or Additions to the Agenda</p> <p><u>Discussion Items</u> (<i>Items of general Commission discussion, not otherwise listed on the Agenda</i>)</p> <p><u>Fee Waiver Request</u>; <u>Budget Adjustment</u></p> <p><u>Consent Agenda</u> (<i>Items of a routine nature: minutes, documents, items previously discussed.</i>)</p> <p><u>Minutes: 1.30.2018 State Building Codes Meeting</u></p>
9:30 a.m.	<p><u>Home at Last Agreements</u></p>
9:45 a.m.	<p><u>Executive Session</u> – Pursuant to ORS 192.660(2)(h) for consultation with legal counsel and/or ORS 192.660(2)(i) to review and evaluate the job performance of an employee</p>
	<p>NEW/OLD BUSINESS</p>
	<p>ADJOURN</p>

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
FEBRUARY 7, 2018

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

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

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

Public Comment – Building Codes

Wayne Lease of Washington State stated that he thought the Building Codes rates should have been reduced prior to the State taking the program. He suggested that the Board review ORS 455.210, adding that although some have suggested that contractors are Building Codes customers, it is truly the consumers who are the customers.

Discussion Item – Fee Waiver Request

Chair Kramer noted that the packet includes history and a staff recommendation for the fee waiver request.

Commissioner Runyon moved to deny the fee waiver requested by the Human Rights Defense Center. Vice-Chair Hege seconded the motion.

DISCUSSION

Mr. Stone stated that he did not deal directly with the Human Rights Defense Center but he concurs with County Counsel's opinion – there is no compelling reason to grant the waiver and it would not be in the public interest to do so.

Vice Chair Hege said he wonders if it has something to do with NORCOR. Mr.

Stone responded that it definitely could.

Chair Kramer stated he ran some of the numbers from the communications; HRDC represents a very small fraction of the national population. He said he believes this is strictly a special interest group and he is not in favor of waiving the fee for their fishing expedition.

The motion passed unanimously.}}

Mr. Lease said he read the packet and asked who is representing juveniles in this. He said he wants to know the actual cost of what is being requested, noting that Wasco County no longer uses the District Attorney as County Counsel. Chair Kramer advised Mr. Lease that in the future he should submit his questions in advance so that answers could be researched and provided to him. He pointed out that counsel is not present today and therefore the questions cannot be answered today. He stated that if the questions are submitted, the Board could be prepared to have those conversations.

Mr. Lease demanded that the request be put in writing. He said that he wants it in writing that he cannot come to the meeting and ask a question. Chair Kramer responded that the Board has allowed Mr. Lease excessive time over the years and if he wants to continue the interaction, he will have to play by the rules. He stated that Mr. Lease would not be permitted to speak further on this issue at today's session.

Commissioner Runyon noted that there are currently no Oregon counties using their District Attorney as County Counsel.

Discussion List – Budget Adjustment

Community Corrections Manager Fritz Bachman explained that prior to the current biennium award, he had been advised that there was likely to be a reduction in funding; he had budgeted accordingly. However, the award turned out to be a funding increase which now needs to be recognized in the budget in order to appropriate and spend the funds. He added that he receives only half of the award in each of the two years of the biennium; a significant portion of the monies goes to programs at NORCOR, Haven and Family Dependency Court.

Finance Director Mike Middleton stated that the net increase after disbursements to the previously mentioned programs will be approximately \$7,000. He added that in the future they will be more diligent about identifying expected expenditures in the budget.

Further discussion ensued regarding the rules around budgeting, budget adjustments and supplemental budgets.

{{{Vice-Chair Hege moved to approve Resolution 18-002 increasing appropriations and additional revenue within a fund. Commissioner Runyon seconded the motion which passed unanimously.}}}

Mr. Bachman reported that Wasco County's Justice Reinvestment programs are doing very well and therefore not in danger of losing funding. He said that Human Resources Manager Nichole Biechler has been extremely helpful though the process of filling his two open office specialist positions. He said they have identified two strong candidates he believes will be good fits.

Ms. Biechler added that both candidates were extremely excited to accept job offers and willing to go through the background process.

Chair Kramer asked how long the process will take. Ms. Biechler replied that they have recently revised the questionnaire for background checks; she will be reviewing the new document with the investigating deputy. She said the process could take up to a month, but she hopes it is shorter than that.

Vice Chair Hege asked if there is any news on the transitional housing. Mr. Bachman stated that he will be reporting on the program to City Council on February 26th. He reported nine graduations since they opened the house in April of 2017. He went on to describe some of the challenges as well as successes of the program. He pointed out that while he wants to share the successes/graduations, it is vulnerable population and inviting the media or general public to graduations could negatively impact individual progress. He added that he thinks having commissioners attend could be a positive; he will extend invitations to the Board for future graduations. He noted that in Portland, Bridges to Change usually holds celebrations away from resident housing.

Vice Chair Hege asked how many residents are currently being housed. Mr.

Bachman responded that there are six currently in residence with room for four more.

Agenda Item – Home at Last Agreements

Mr. Stone stated these are agreements with the new operators of the Home at Last (HAL) Animal Shelter. He explained that the actual HAL no longer exists as a stand-alone entity; Central Oregon Animal Friends is operating the shelter under the HAL name. He said that eventually the County will probably deed the property to Central Oregon Animal Friends but it needs to come back to the County first. He added that it will be good to make sure everything is running well before assigning the property to the new operators. He stated that the management agreement and lease are essentially the same as the ones the County signed with HAL.

Vice Chair Hege asked if Central Oregon Animal Friends is fine with this arrangement. Mr. Stone replied that they are.

{{{Vice Chair Hege moved to approve the deed conveying the shelter property to Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Vice Chair Hege moved to approve the Management Agreement between Wasco County and Central Oregon Animal Friends for the operation of an animal shelter. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Vice Chair Hege moved to approve the Facility Lease Agreement between Wasco County and Central Oregon Animal Friends. Commissioner Runyon seconded the motion which passed unanimously.}}}

Chair Kramer stated that he has been talking to the major fund raisers for the shelter. He reported that they advocated for keeping the Home at Last name as it is recognizable in the community.

Consent Agenda – 1.30.2018 State Building Codes Meeting Minutes

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

Commission Call

Mr. Stone reported that State Building Codes is settling into the Public Works space and getting people hired, recently making an offer for a permit technician. They have hired a plumbing inspector and are servicing electrical out of Hood River and Pendelton. He said they are hitting the expected bumps in the road but expect to have the online permitting system up and running by February 12th which will help smooth the way. He added that he has a meeting scheduled to determine how to collect and distribute the construction excise tax.

Mr. Stone continued by saying that the State has identified someone to go through all the hard-copy files that were stored by Mid-Columbia Council of Governments (MCCOG); those records will need to be filed or destroyed appropriately. He added that the counties will need to support that effort with some administrative assistance. He stated that process will complete the transition until the counties determine how they want to move forward with a Building Codes program, either regionally or individually.

Chair Kramer reported he is will be serving as the Executive Director of MCCOG through June and Commissioner Benton is the new Chair of the MCCOG Board of Directors. Wasco County's Facilities Team will help move the stored Building Codes records to the MCCOG building for review. The Secretary of State will be the keeper of MCCOG records; individual program records will go with each program. He said he is working with IT to sunset those systems. The Board wants to ensure there are adequate assets to cover financial obligations prior to moving anything to the STRUT program.

Vice Chair Hege asked about the Building Codes reserve fund. Chair Kramer responded that the MCCOG Board is very aware that the fund needs to be made whole prior to any possible distribution. He said that County Solutions has made it a priority to evaluate that issue and will develop scenarios. He stated that until the participating County Commissions/Courts decide how they each want to move forward, it will be difficult to know which approach to take. Commissioner Runyon said that it is important that all the counties are involved in the decision-making process.

Chair Kramer added that the State has indicated that they have no intention of using reserve funds at this time to operate the program.

Commissioner Runyon asked if there will be a bill from the State for running the program in the interim. Mr. Stone replied that he has heard no discussion of that possibility. Chair Kramer said that it is a good question he will pursue.

Chair Kramer reported that he is moving forward on the wolf issue and has a meeting scheduled on the 14th. He said applications are out for committee members. He concluded by saying that round two of the grant process has a February 23rd submission deadline; Jeremy Thompson is assisting with that process.

Commissioner Runyon reported that he is working with Senator Bentz and Representative Bonham on current legislative issues. He added that the Chamber Association had also sent a list of their issues.

Commissioner Runyon announced the passing of Attorney Will Carey saying that it is a huge loss for the region. From the Rajneesh issues in the early 1980s to currently serving NORCOR, MCCOG, land use for Wasco County and as County Counsel for Gilliam and Sherman Counties, he has been a good friend to the region.

*****The Board was in consensus to send flowers to the Carey family.*****

Chair Kramer adjourned the session at 10:07 a.m.

Summary of Actions

MOTIONS

- **To deny the fee waiver requested by the Human Rights Defense Center.**
- **To approve Resolution 18-002 increasing appropriations and additional revenue within a fund.**
- **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 deed conveying the shelter property to Wasco County.**
- **To approve the Management Agreement between Wasco County and Central Oregon Animal Friends for the operation of an animal shelter.**
- **To approve the Facility Lease Agreement between Wasco County and Central Oregon Animal Friends.**
- **To approve the Consent Agenda – 1.30.2018 State Building Code Meeting Minutes.**

CONSENSUS

- **To send flowers to the Carey family.**

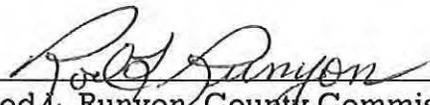
Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Rod L. Runyon, County Commissioner



DISCUSSION LIST

[FEE WAIVER REQUEST](#) – KRISTEN CAMPBELL

[BUDGET ADJUSTMENT](#) – MIKE MIDDLETON



DISCUSSION ITEM

Fee Waiver Request

[HRDC RECORDS REQUEST](#)

[WASCO COUNTY RECORDS REQUEST RESPONSE](#)

[HRDC FEE WAIVER REQUEST](#)

[STAFF MEMO](#)



Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

December 28, 2017

Wasco County Board of Commissioners
Attn: Public Records Officer
511 Washington St., Ste 302
The Dalles, OR 97058

Re: Request for Settlements and Verdicts Records

To the Public Records Officer:

The Human Rights Defense Center (HRDC) makes this request pursuant to the laws on Inspection of Public Records, ORS Title 19, Ch. 192.

HRDC is seeking records of all litigation against the Wasco County Sheriff's Department and/or the Wasco County Prosecutor's Office and/or its employees or agents, including litigation involving county jails and other correctional facilities within Wasco County (including NORCOR). HRDC is seeking records where the Wasco County Sheriff's Department and/or the Wasco County Prosecutor's Office and/or its insurers paid \$1,000 or more to resolve claims against it. These payments include but are not limited to settlements, damages, attorney fee awards, and sanctions, irrespective of the identity of the plaintiff or claimant. Specifically, HRDC requests the following records, provided in electronic native format where possible, and otherwise in electronic format:

1. Records, regardless of physical form or characteristics, sufficient to show for all claims or lawsuits brought against the Wasco County Sheriff's Department and/or the Wasco County Prosecutor's Office and/or any of its agents or employees in which payments totaling \$1,000 or more were disbursed from January 1, 2010 to the present:
 - The name of all parties involved;
 - The case or claim number;
 - The jurisdiction in which the case or claim was brought (e.g., US District Court for the District of Oregon, Oregon Circuit Court, etc.);
 - The date of resolution;

- The amount of money involved, if any, in the resolution and to whom it was paid,
2. For each case or claim detailed above:
- The complaint or claim form and any amended versions;
 - The verdict form, final judgment, settlement agreement, consent decree, or other paper that resolved the case.

Pursuant to ORS 192.440(4)(c), we expect that we will be notified if the fee will be more than \$25.00.

If this request is denied in whole or part, please justify all denials by reference to specific exemptions. If any records responsive to this request are denied in part, release all segregable portions of those records. Additionally, please outline any administrative appeals process available.

Please contact me via email, mdillon@prisonlegalnews.org, should you require any additional information. Thank you for your time and attention in this matter.

Sincerely,

HUMAN RIGHTS DEFENSE CENTER



Michelle Dillon
Public Records Manager



TIMMONS LAW PC

January 5, 2018

Via Email - mdillon@prisonlegalnews.org
and FIRST CLASS MAIL

Human Rights Defense Center
Attn: Michelle Dillon
720 3rd Avenue, Suite 1605
Seattle, WA 98104

Re: Wasco County Public Records Request dated
December 28, 2017/Received January 2, 2018

Dear Ms. Dillon:

Per Oregon SB 481, this is to confirm receipt of your request for public records from Wasco County, Oregon, dated December 28, 2017, received by Wasco County on January 2, 2018. Please be advised as follows:

1. Wasco County does not have a County Prosecutor's Office but we do have a Wasco County District Attorney who oversees the District Attorney's Office, which is represented by the State Attorney General. Accordingly, we are not the custodian of those records; and
2. Wasco County does not have a Sheriff's Department. We have a Wasco County Sheriff's Office. Based on the assumption that your request is for records related to the Sheriff's Office, this is to confirm that we are custodians of records responsive to your request.

The estimated fee for making these records available is approximately \$450.00. The County estimates that it will require ten (10) business days from the date of receipt of your preliminary payment of \$250.00 to provide the records.

Michelle Dillon
Human Rights Defense Center
January 5, 2018
Page 2 of 2



Please feel free to contact me with any questions or concerns.

Sincerely,

TIMMONS LAW PC

A handwritten signature in blue ink, appearing to read 'Kristen A. Campbell'.

Kristen A. Campbell
kristen@timmonslaw.com

Wasco County Counsel

KAC:ckl



Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

January 25, 2018

Wasco County Counsel
Attn: Kristen Campbell
PO Box 2350
The Dalles, OR 97058

Re: Request for Fee Waiver

Dear Ms. Campbell,

Thank you for your correspondence of January 5, 2018 letting us know that Wasco County has calculated a \$450 fee for the records we requested. The Human Rights Defense Center officially requests a public interest fee waiver.

In support of our request for a fee waiver, I point you to ORS 192.440(5), which allows a public body to reduce or waive fees if it determines that doing so is in “the public interest because making the record available primarily benefits the general public.” Information is “‘in the public interest’ when it affects the community or society as a whole, in contrast to a concern or interest of a private individual or entity.” *In Defense of Animals v. Or. Health Scis. Univ.*, 199 Or. App. 160, 187-89 (2005). You are required to act reasonably when construing these requests. *Id.* at 189-90.

HRDC is a non-profit organization incorporated in Washington State. The core of our mission is public education, prisoner education, advocacy, and outreach in support of the rights of prisoners and in furtherance of basic human rights. HRDC publishes two magazines: *Prison Legal News (PLN)* and *Criminal Legal News (CLN)*. *PLN* is a legal journal that reports news and litigation concerning carceral facilities. *PLN* publishes and distributes a monthly periodical that covers corrections news and analysis and criminal justice-related issues on a national level. *PLN* has published monthly since 1990 and has approximately 9,000 subscribers in all 50 states. Based on reader survey results the estimated actual readership is around ten times that number. *PLN*'s subscribers include lawyers, journalists, judges, courts, public libraries and universities. *PLN* also maintains a website that receives approximately 100,000 visitors per month based on site analytics. *CLN* is a legal journal launched in November, 2017. *CLN* reports on criminal law decisions from the states and federal systems, focusing on legal developments affecting the fact and duration of confinement and sentences. *CLN* will also cover civil rights litigation against

police, prosecutors, and court systems. HRDC, through its publishing arm, Prison Legal News Publishing, also publishes books about the criminal justice system and legal issues affecting prisoners.

The requested information will be analyzed, summarized, and distributed through these channels. It is well within the interest of the broader populace. The history of verdicts and settlements provides the public information about how the state's carceral facilities are being run and whether officials are being good stewards of the taxpayers' dollars.

Thank you for your attention to this matter. Please feel free to contact me if you would like to discuss any part of this fee waiver request.

Sincerely yours,

HUMAN RIGHTS DEFENSE CENTER

A handwritten signature in black ink that reads "Michelle Dillon". The signature is written in a cursive, flowing style.

Michelle Dillon
Public Records Manager



MEMORANDUM

SUBJECT: MID-COLUMBIA HOUSING AUTHORITY BOD APPOINTMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KRISTEN CAMPBELL

DATE: 2.1.2018

Part of being a good steward of taxpayer funds is to be discerning about granting fee waivers as responding to these requests can be time consuming and expensive. The fact that the requesting organization is non-profit or affiliated with a news agency is not enough to warrant a waiver; there needs to be a compelling reason to grant the waiver. While, the Human Rights Defense Center has 9,000 subscribers nationwide, we do not know how many reside in Wasco County. My recommendation would be to deny the fee waiver request but offer to work with them to narrow the request so that it is not so expensive and time-consuming.



DISCUSSION ITEM

Community Corrections Budget Adjustment

[COMMUNITY CORRECTIONS MEMO](#)

[FINANCE MEMO](#)

[RESOLUTION 18-002 ADJUSTING COMMUNITY CORRECTIONS BUDGET](#)



Date: 1/22/2018

To: Board of Commissioners

CC: Mike Middleton, Finance Director
Lane Magill, Sheriff

From: Fritz Osborne, Community Corrections Director

Re: Budget Change for Community Corrections Grant

During last year's budget planning for Community Corrections for the 2017-2018 fiscal year, I estimated the amount we would receive from the Justice Reinvestment Grant to be \$155,000 per year (\$310,000 for the biennium). We knew that we would be awarded funding but the final amount was not ultimately known and approved until October of 2017. The amount awarded was \$222,324 per year (\$444,648 for the biennium). The final award included three commitments to LPSCC partners:

- \$100,000 to NORCOR for Recidivism Reduction Programs
- \$45,840 to HAVEN for Victims Assistance & Housing Support
- \$2,400 to Family Dependency Court for Graduation Incentives

The entire grant award comes first to Community Corrections and is redistributed from there. During my County budget planning I did not account for these LPSCC partner commitments. We have received the first half of this grant revenue. The 2nd-half will be disbursed next fiscal year after the Criminal Justice Commission approves my annual progress report. I have no concerns we will get this approval, but for now I would like to distribute the 1st-half of this award we have committed to our LPSCC Partners. This would be:

- \$50,000 to NORCOR for Recidivism Reduction Programs
- \$22,920 to HAVEN for Victims Assistance & Housing Support
- \$1,200 to Family Dependency Court for Graduation Incentives

For the upcoming fiscal year, I will budget for the 2nd-half of these commitments which will be the same amounts as above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fritz Bachman".

Fritz Bachman
Community Corrections Director



Date: 1/31/2018

To: Board of Commissioners

CC: Tyler Stone, Administrative Officer
Fritz Bachman, Director Community Corrections
Lane Magill, Sheriff

From: Mike Middleton
Finance Director

Re: Budget Change for Community Corrections Grant

Community Corrections has received a state grant Justice Reinvestment. This grant was expected, but the amount was unknown at the time of award. The revenue side of the grant is included at \$155,000 in the adopted budget. The good news is the grant award has come in for \$222,324 – which is \$67,324 more than the adopted budget planned on receiving. This is a biennial grant so the County will receive another \$222,324 next fiscal year.

The difficulty is a portion of these funds have been committed to other organizations. However, this was not included in the creation of the adopted budget. The total committed to other organizations is \$148,240 (Norcor - \$100,000; Haven – 45,840; Family Dependency Court \$2,400). These distributions are part of the grant application and award, so accepting the grant funds commits the County to making the agreed distributions. As this is a biennial grant and the \$222,324 received is half of the award, half of the committed amount (\$74,120) for other organizations needs to be distributed. At this point in time due to expenditures and encumbered funds, there is not sufficient budget authority to make these distributions.

The impact of increasing the Materials & Services budget by \$74,120 will decrease the budgeted ending fund balance by \$6,796 when the budgeted revenue is increased to the actual award. The adopted ending fund balance was projected to be \$256,503 if no contingency funds were used. This proposed change will place the projected ending fund balance at \$249,707.

I am requesting the Board of County Commissioners pass a budget resolution to increase the Grant Revenue \$67,324, increase Materials & Services \$74,120 and decrease Contingency by \$6,796 in the Community Corrections Fund. The requested budget change is 4.2% of the operations budget.

Sincerely,

Mike Middleton
Finance Director



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF INCREASING APPROPRIATIONS AND ADDITIONAL REVENUE WITHIN A FUND

RESOLUTION #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 there are requests for an increase in Community Corrections Fund grant revenue and materials and services budgets in addition to a decrease in the contingency; and

IT FURTHER APPEARING TO THE BOARD: That the planned expenditure and revenues in Community Corrections Fund exceeds the estimate used for the Adopted Wasco County Budget for Fiscal Year 2017-2018; and

IT FURTHER APPEARING TO THE BOARD: That the Community Corrections Fund will have revenue offsetting most of the increase of the expense with contingency funds available to offset the remainder; and

IT FURTHER APPEARING TO THE BOARD: The commitments made when the grant was applied for included the distribution to other organizations; and

IT FURTHER APPEARING TO THE BOARD: The total of the budgetary adjustment is 4.2% of the Community Corrections operations budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$74,120 in Community Corrections Fund expense (materials and services) increase in the budget is offset by an increase in the Community Corrections Fund revenue (grant revenue) of \$67,324 and decrease in Community Corrections Fund contingency of \$6,796. The fiscal year 2017-18 budget is hereby amended as follows:

Fund	Classification	Increase/Decrease
227	Community Corrections revenue (grant)	\$67,324 Increase

227	Community Corrections expense (materials & service)	\$74,120 Increase
227	Community Corrections contingency	\$6,796 Decrease

DATED this 7th day of January, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steve D. Kramer, Commission Chair

Rod L. Runyon, County Commissioner

Scott C. Hege, County Commissioner



CONSENT AGENDA

[MINUTES- 1.30.2018 STATE BUILDING CODES MEETING](#)



WASCO COUNTY BOARD OF COMMISSIONERS
STATE BUILDING CODES
JANUARY 30, 2018

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

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

STATE: Rex Turner, Structural Program Chief
Oregon Building Codes Division
Shane Sumption, Policy and Technical
Services Manager Oregon Building
Codes Division

At 5:00 p.m. Mr. Turner opened the public meeting regarding State Building Codes Division providing services in Wasco, Sherman, Wheeler, and Gilliam Counties. He explained that State services would begin on February 1, 2018, through an office in The Dalles. He provided an overview of the State's responsibilities and their method for service delivery. He explained that one MCCOG inspector has come to work for the State and they have engaged an inspector currently working for the State out of Hood River. He reported that more interviews will take place tomorrow for a permit technician and they will use a structural/mechanical inspector from their offices in Pendleton until they can hire for that position locally.

The floor was then opened to questions from the audience. Questions and answers included the following:

Will there be an inspection schedule for the smaller, outlying counties?

The State will try to keep with the current model for scheduling inspections. In addition the inspectors' cell phone numbers will be available for direct contact. Contractors can expect some delays during the first few weeks as the office gets

up and running. The State's goal is to meet the needs of the contractors.

Will plan reviews be done locally? Certainly not on day one, but that will get better. It is likely that plan reviews for smaller jobs will be reviewed locally fairly soon.

Will forms be available online? For the first two weeks, the electronic system will not be available but forms can be obtained at the office. After February 12th, the online system will be available.

Are there rules for the length of response times? Under statute the electrical inspections must occur within 48 hours; other disciplines do not have that requirement. However, it is the intent of the State to do better than the 48-hour standard; however, delays can be expected for the first couple of weeks. It will be important that contractors communicate and make sure that the job is ready for inspection when they call to schedule it.

What is the future of the Building Codes Program in the region? The State is stepping in to keep the program running while the counties determine how they want to provide service going forward.

What will the fee schedule be? There will be no change to the current schedule.

Will the inspectors have GPS? Yes, on their phones.

Will there be continuity of knowledge? The system will do a freeze upon the closing of the MCCOG office and the local State office will receive a print out of that information. Once the electronic system is in place, the information will be available to local inspectors through that system. In addition, they have access to the hard-copy files.

Will pink notices still be issued for job sites? Yes, but the public will also be able to go online to view permits for job sites.

The meeting was closed at 5:45 p.m.

WASCO COUNTY BOARD OF COMMISSIONERS
STATE BUILDING CODES MEETING
JANUARY 30, 2018
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Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



AGENDA ITEM

Central Oregon Animal Friends dba Home at Last Agreements

[DEED CONVEYANCE](#)

[MANAGEMENT AGREEMENT](#)

[LEASE AGREEMENT](#)

**Until a change is requested,
all tax statements shall be sent to:**
Central Oregon Animal Friends, Inc.
1694 SE McTaggart Road
Madras, Oregon 97741

After recording return to:
Kristen Campbell
Timmons Law PC
PO Box 2350
The Dalles, OR 97058

Consideration: Reversion Pursuant to Wasco County Official Records Document 2015-004697

STATUTORY BARGAIN AND SALE DEED

Home At Last Animal Friends, Inc., by and through its successor in interest, Central Oregon Animal Friends, an Oregon non-profit corporation, Grantor, conveys to, Wasco County, a political subdivision of the State of Oregon, Grantee, the following described real property:

A tract of land lying in the Northwest 1/4 of Section 28, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Beginning at Engineer's Station 42+21.47 on the Northerly right-of-way of River County Road, said point bears North 45°15'56" West 1722.16 feet from the Northeast corner of the JOHN L. IRVINE DONATION LAND CLAIM NO. 39; thence along said Northerly right-of-way on a 1462.40 foot radius curve to the left 263.53 feet (the long chord of which bears North 52°45'15" West 263.18 feet); thence North 58°55'00" West 42.73 feet; thence leaving said right-of-way North 05°09'42" West 54.59 feet; thence on a 110.00 foot radius curve to the left 93.71 feet (the long chord of which bears South 62°13'47" East 90.90 feet); thence South 86°38'02" East 182.76 feet; thence South 35°57'57" West 215.06 feet; thence South 43°07'55" West 100.00 feet to the Northerly right-of-way of said River Road; thence along said Northerly right-of-way North 47°35'30" West 94.84 feet to the point of beginning and there terminating.

The consideration for this conveyance is Grantee's exercise of the reversionary provision set forth in the Bargain and Sale Deed dated December 2, 2015 Wasco County Official Records Document 2015-004697 and Donation Agreement October 7, 2015 a memorandum of which is recorded at 2015-004697.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,

CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: _____, 20__.

CENTRAL OREGON ANIMAL FRIENDS

By: _____
Paul Viemeister, President

By: _____
Stephen Drynan, Executive Director

ACCEPTED BY:
WASCO COUNTY
BOARD OF COMMISSIONERS

By: _____
Steven D. Kramer, Commission Chair

By: _____
Scott C. Hege, Vice-Chair

By: _____
Rod L. Runyon, County Commissioner

STATE OF OREGON)
) ss. _____, 20__
County of)

Personally appeared the above named Paul Viemeister, President of Central Oregon Animal Friends, an Oregon non-profit corporation, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon

STATE OF OREGON)
) ss. _____, 20__
County of)

Personally appeared the above named Stephen Drynan, Executive Director of Central Oregon Animal Friends, an Oregon non-profit corporation, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon

STATE OF OREGON)
) ss. _____, 20__
County of Wasco)

Personally appeared the above named Steven D. Kramer, Commission Chair of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon

STATE OF OREGON)
) ss. _____, 20__
County of Wasco)

Personally appeared the above named Scott C. Hege, Commission Vice-Chair of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon

STATE OF OREGON)
) ss. _____, 20__
County of Wasco)

Personally appeared the above named Rod L. Runyon, County Commissioner of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon

MANAGEMENT AGREEMENT

By and between CENTRAL OREGON ANIMAL FRIENDS an Oregon non-profit corporation, d/b/a HOME AT LAST HUMANE SOCIETY (HAL) and WASCO COUNTY, a political subdivision of the State of Oregon (COUNTY).

In consideration for COUNTY leasing the Animal Shelter property to HAL, together with the authority to manage and operate an animal shelter and licensing program pursuant to ORS chapter 609, the parties agree as follows:

Section 1. Term.

1.1 The original term of the Management Agreement shall be from January 1, 2018 through December 31, 2020 unless sooner terminated as hereinafter provided or in accordance with the terms of the Facility Lease. It is the intent of all parties that the Management Agreement and the Facility Lease run concurrently.

1.2 HAL must provide COUNTY with no less than 90 days' notice of its intent to renew. Each renewal shall be for an additional three (3) year term and shall renew as specified in the Lease Agreement.

1.3 Either party to this Agreement may terminate the Agreement by providing not less than a 90 day written notice to the other party.

1.4 With 30 day written notice the COUNTY or HAL may revisit this Management Agreement and make adjustments with mutual written agreement.

Section 2. Consideration.

2.1 COUNTY shall make the Shelter available to HAL at no cost as consideration for the right to manage and operate the Wasco County Animal Control Shelter, herein referred to as "SHELTER". Additionally, all funds received from intake fees, surrenders, donation, grants, dog licensing, board and adoptions will go to HAL.

Section 3. Animal Shelter Operations.

3.1 HAL shall manage the animal shelter as a public non-profit animal shelter in accordance with all applicable federal, state and industry standards.

3.2 Except as provided in 4.3, relating to dog licenses, HAL may establish and retain all funds received from intake fees, surrenders, donation, grants, board and adoptions for purposes of funding the management and operation of the animal shelter and related programs.

3.3 Dogs brought to the shelter by an Animal Control Officer or designee (officer) for Wasco County shall be admitted at no charge and no dog will be turned away because of lack of kennel space. Acceptance of all other animals shall be at the discretion of HAL.

3.4 Except in cases of severe injury or illness when euthanasia is the only reasonable course of action, a dog shall be impounded for at least three days if the dog is without a license or identification tag and for at least five days if it has a license or identification tag, unless first claimed by the keeper. A reasonable effort shall be made to notify the keeper of the dog in all circumstances. Dogs that are brought in by public authorities as strays shall be in the custody of HAL, and upon meeting the statutory minimum hold time shall be available for adoption. Before a dog associated with any law enforcement or public health action is removed from impoundment HAL shall contact the impounding agency and receive authorization for release of the dog. All dogs on hold for public health screening or dog bite cases will be held for the minimum amount of time required under Oregon law shall obtain permission from the public authority prior to release.

3.5 HAL will refrain from interfering with any County enforcement proceedings and all investigations. Investigations and enforcement proceedings will be treated as confidential and HAL employees and volunteers will refrain from public comment to the extent permitted by law.

3.6 Euthanasia of any animal will be the responsibility of the HAL. All animal remains shall be disposed of in a proper and lawful manner.

3.7 Kennel space, occupancy, cleanliness and use shall be humane and consistent with generally accepted industry standards.

3.8 HAL will send to County an annual accounting of the total number of dogs housed in the shelter for the prior year, including adoption and euthanasia rates and such other information as the County may require in the public interest. This accounting shall clearly identify the State, County, City, and agency from which the dog was released or impounded.

3.9 HAL shall be solely responsible for, and shall, maintain the animal shelter and grounds in good repair and condition. For new construction, making repairs or major renovations, HAL will be responsible for acquiring zoning, planning and building approvals and

permits, if necessary

Section 4. Dog Licensing

4.1 HAL is authorized to issue dog licenses In accordance with ORS 609.100 to 609.110. HAL shall comply with ORS 433.340 to 433.390 and shall not issue a license for a dog until the HAL has been provided with a current certification of a rabies inoculation issued and signed by a veterinarian.

4.2 Each HAL employee authorized to process dog licenses shall be trained in proper procedures and compliance with laws and regulations. HAL shall maintain evidence of such training, which shall be available for inspection by County on request.

4.3 HAL may impose a dog license service fee of not to exceed 20% in addition to the dog license fee amounts set by ORS 609.100, as it may be amended. HAL shall maintain all dog licensing and rabies vaccination fees in a separate fund to be expended on costs reasonably attributable to providing statutorily mandated and authorized services as provided in ORS 609.110. HAL shall provide to the County Treasurer a detailed monthly accounting of fund activity no later than the 10th day after the close of the prior month.

4.4 HAL shall maintain appropriate records of all dog licenses issued. These records shall at a minimum comply with all statutory requirements including the name, address, and phone number of the person purchasing the license, a description of the dog, and a copy of a valid rabies certificate; the license number, issue date and expiration date, the rabies expiration date and if the dog is spayed or neutered and a record of all financial transactions.

4.5 HAL shall provide 911 Dispatch with a list of all licensed dogs and their owners at least quarterly.

4.6 The Sheriff of Wasco County may suspend or revoke the authority granted herein to issue dog licenses granted herein in his or her sole discretion. Notwithstanding any other provision, HAL shall comply with the terms and conditions of any dog control ordinance that may in the future be duly enacted by the County.

Section 5. County Obligations and Rights

5.1 The Wasco County Sheriff may inspect the shelter on a regular basis to ensure that dogs placed by County and City officials are being lodged and cared for in compliance with this Management Agreement and industry standards.

5.2 Animal Control officers shall have access to the facility after hours to lodge dogs. The Animal Control officers shall coordinate with and keep HAL staff informed of all such access.

5.3 County shall enforce the existing cell tower lease in a manner as to avoid unreasonable interference with shelter operations. County may grant further cell tower leases as provided in the donation agreement, provided such leases do not unreasonably interfere with operation of the shelter.

5.4 Nothing in this agreement obligates County to use the shelter or HAL services. County may, in its sole discretion, commence operation of an animal shelter as a public service upon 90 days advance notice to HAL. However, should the County cease to use HAL shelter or services, then HAL is not obligated accept animals from Wasco County. During the 90 day noticed period, HAL and the County will negotiate the provisions and rates that HAL will accept animals from the County

Section 6. General Terms

6.1 Neither party may assign or subcontract its authority, rights or obligations under this Agreement without the written consent of the other party. HAL shall not grant, permit or suffer any mortgage, lien, assessment or other encumbrance, excepting ad valorem real property taxes and similar governmental charges, on the Property without the written consent of County which may be granted or denied in County's sole discretion.

6.2 Both parties to this agreement shall hold each other harmless, indemnify and defend County, its officers, employees and agents from and against all claims, suits, actions, losses, damages and expenses of any nature arising or resulting from our out of the actions, or failure to act, of either party, its officers employees or agents. HAL shall at all times maintain general liability insurance for its activities in an amount not less than the amount specified in ORS 30.272, as amended. County may require that it be provided proof of coverage.

6.3 In addition to any other remedy provided by law, either party may terminate this Agreement for material breach upon providing the other party with 60 days' written notice and opportunity to cure. The parties shall cooperate reasonably and in good faith to avoid a breach and to cure any breach. Notwithstanding this provision, County may suspend or revoke the authority of HAL to issue dog licenses and rabies certifications immediately if the Sheriff declares that there is an immediate threat to public health or safety.

6.4 The Term of this Agreement is perpetual, except this Agreement shall terminate on the earlier of:

- a. Mutual agreement of the parties;
- b. Cessation of animal shelter operations by HAL. HAL shall first provide County with a minimum of 180 days written notice of cessation. It is understood that cessation of animal shelter operations triggers the County's right of reentry; or
- c. Material breach as provided in paragraph 6.3.

Regardless of the basis for termination, the parties shall cooperate reasonably in good faith to provide for an orderly transition to another facility or winding down of operations.

CENTRAL OREGON ANIMAL FRIENDS

WASCO COUNTY
Board of Commissioners

By: _____
Paul Viemeister, President

By: _____
Steven D. Kramer, Commission Chair

By: _____
Stephen Drynan, Executive Director

By: _____
Scott C. Hege, Vice-Chair

By: _____
Rod L. Runyon, County Commissioner

FACILITY LEASE AGREEMENT

This Lease Agreement (“Lease”) is made effective as of January 1, 2018, by and between Wasco County, 511 Washington Street, The Dalles, Oregon, 97058, a political subdivision of the State of Oregon (“Landlord”), and Central Oregon Animal Friends, an Oregon non-profit corporation, d/b/a Home At Last Humane Society (“Tenant”).

1. **PREMISES:** In consideration of, and in conjunction with, the duties and responsibilities outlined in the Management Agreement (Exhibit A), Landlord leases to Tenant the Animal Shelter Facility located at 200 River Road, The Dalles, Oregon 97058.

2. **USE OF PREMISES:**
 - 2.1 Permitted Use: The Premises shall be occupied by Tenant for use as an animal shelter and for other lawful uses related thereto. Any other use of the Premises during the term of this Lease is prohibited unless approved in writing by Landlord.

 - 2.2 Restrictions on Use: In connection with the use of the Premises, Tenant shall:
 - (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant’s own expense any failure of compliance created through Tenant’s fault or by reason of Tenant’s use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant’s specific use.

 - (b) Conform to the Management Agreement, a copy of which is attached hereto as Exhibit A.

 - (c) Refrain from any activity; unless approved by Landlord that would make it impossible to insure the Premises, would increase the insurance rate, or would prevent Landlord from taking advantage of any rule allowing Landlord to obtain reduced insurance premium rates, unless Tenant pays the additional cost of insurance.

 - (d) Refrain from any use that would be reasonably offensive to other tenants or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

- (e) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer, architect or licensed Electrician selected by the Landlord.
- (f) Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial, or other device, to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord.

3. ACCEPTANCE OF PREMISES: Tenant has examined the Premises and accepts them in “as is” condition. Except as specifically set forth, no representations or warranties as to the condition of the Premises have been made by Landlord or its agents. Landlord shall have no liability to Tenant for any damage or injury caused by the condition of the Premises.

All furnishings, appliances, fixtures, improvements, surface coverings, decoration, and other contents of the Premises shall be provided by Tenant at its own expense, as further provided in this Lease. Landlord hereby represents that, as of the date of commencement of the Lease, the plumbing is in working order, and the Premises are served by a heating and cooling system suitable for the proposed use.

Landlord reserves, and Tenant disclaims, all right, title and interest to, and this transfer does not include, that Collocation Lease dated September 8, 2008, attached as Exhibit ‘B’ and by this reference incorporated herein, including the right to in Donor’s sole discretion extend, amend or renew said lease.

Landlord reserves the sole and exclusive right to enter into cell tower leases on the Property for the benefit of Landlord and at such location(s) and on such terms as Landlord deems acceptable, provided that any such lease shall not substantially interfere with the use and enjoyment of the Property by Landlord as an animal shelter.

4. SQUARE FOOTAGE: N/A

5. TERM: The original term of the Lease shall be from January 1, 2018 through December 31, 2020 unless sooner terminated as hereinafter provided or in accordance with the terms of the Management Agreement. It is the intent of all parties that the facility lease and Management Agreement run concurrently.

6. EXTENSION: Upon mutual acceptance this lease may be renewed for subsequent three year terms as hereinafter provided. Tenant must provide Landlord with no less than 90 days’ notice of its intent to renew. Landlord shall then have 45 days to provide Tenant with notice of its intent to agree to such renewal, or of its election not to renew. If the Landlord does not provide Tenant with notice of its intent to agree to such renewal within 45 days of Tenant’s notice of intent to renew, Landlord will be deemed to have elected not to renew.

Landlord's notice of election not to renew the Lease shall be binding on both parties, and the Lease shall expire at the end of the original term.

7. **LEASE PAYMENTS:** Please refer to the Management Agreement.

8. **LATE PAYMENTS:** N/A

9. **POSSESSION:** Tenant shall be entitled to possession of the Premises on the first day of the terms of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

10. **HOLDOVER/PERSONAL PROPERTY:**

10.1 If Tenant does not vacate at the time required, Landlord shall have the option to treat Tenant as month-to-month Tenant, subject to all terms of this Lease except for term and renewal.

Failure to remove personal property, fixtures, or other items in accordance with this Lease may, at the option of Landlord, be deemed a holdover.

Such tenancy shall be terminable at the end of any monthly rental period upon 30 days' written notice from Landlord. Tenant waives any right to any other notice.

10.2 At the end of the Lease term, Tenant shall remove from the Premises all of its personal property. If requested to do so by Landlord, Tenant shall also remove all fixtures provided by Tenant. Failure to remove any such item at expiration or termination may, at the option of Landlord, be deemed abandonment of such property.

Landlord may retain the property and all rights of Tenant to it shall cease or, by 15 days' notice to Tenant, Landlord may hold Tenant to its obligation to remove and Landlord may thereafter remove said items and place them in public storage on Tenant's account. Tenant shall be liable to Landlord for reimbursement of all costs incurred by Landlord.

11. **ALTERATIONS:**

11.1 Alterations Prohibited: Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written approval. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

11.2 Ownership and Removal of Alterations: All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of

Landlord when installed unless the applicable Landlord's consent specifically provides otherwise.

Non-structural Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of the Lease unless the applicable Landlord's consent specifically provides otherwise.

12. REMODELING OR STRUCTURAL IMPROVEMENTS:

12.1 Subject to the requirements of Section 11 Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required or desired by Tenant to use the Premises as specified in Section 2.

Tenant may also construct or install such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes, subject to Landlord's review and approval as described below.

12.2 Before construction or remodel of said Premises, Tenant agrees to prepare, or cause to be prepared, and to submit to the Landlord for its approval, two sets of fully dimensioned one-quarter inch (1/4") scale drawings showing the layout of the demised Premises and any other matter that would affect the construction design of the demised Premises, Tenant's estimated costs, and the names of all of Tenant's contractors and subcontractors.

12.3 Landlord's approval of the plans, specifications, and working drawings from Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities.

12.4 All work performed by Tenant on the Premises shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances and Tenant shall secure all necessary permits for the work to the extent required by law. All plans for construction, alteration, or changes shall be signed and sealed by an architect or engineer licensed by the State of Oregon.

12.5 Tenant shall keep the Premises free from all liens in connection with any work. All work performed by Tenant shall be carried forward expeditiously, shall not interfere with Landlord's work, and shall be completed within a reasonable time. All work shall be completed in a good workmanlike manner.

Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of the work.

Tenant agrees to provide Landlord with an “as built” sepia of the Premises and the improvements at completion of Tenant’s construction.

12.6 All Construction, alterations, or other work performed on or about said Premises shall be done in such a way as to interfere as little as reasonably possible with the use of the adjoining Premises by other Tenants.

12.7 Tenant shall be responsible for payment of any system development fee or tax, including but not limited to sewer connection charges, associated with its interior improvements to the Premises. Tenant shall also be responsible for any other charges, fees, or licenses necessary to obtain utility service, permit occupancy, or operate its business within the Premises.

13. SIGNS: Tenant may install signs at locations approved by the Landlord. Tenant will be responsible for obtaining all necessary sign permits.

All signs must meet all City standards and codes. Tenant shall remove its signs at the termination of the Lease. Exterior sign design and placement shall be subject to Landlord’s advance written permission.

14. MAINTENANCE AND REPAIRS:

14.1 Tenant’s Obligations: The following shall be the responsibility of Tenant:

- (a) Maintenance and repair of all Tenant’s own equipment and equipment installed by Tenant.
- (b) Any interior remodeling or redecorating (i.e. painting, etc.), subject to notice and approval of Landlord.
- (c) Regular maintenance of floor coverings.
- (d) All structural repairs and maintenance to the exterior surfaces of the Premises, which includes the exterior walls, floor columns, roof, and exterior painting.
- (e) Repair and maintenance of sidewalks, driveways, service areas, curbs, parking areas and common areas.
- (f) Repair of plumbing, electrical, heating and air conditioning systems within the Premises.
- (g) Repair and maintenance of the irrigation system.
- (h) Regular (quarterly) pumping of the septic tank.

- (i) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches.
- (j) All other repairs to the Premises which may be necessary for the continued use of the premises.

15. LANDLORD ACCESS:

15.1 Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing same to prospective Tenants, purchasers, or lenders; and making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary or desirable.

16. UTILITIES AND SERVICES:

16.1 Tenant shall be responsible for all utilities and services in connection with the Premises including, but not limited to, natural gas, electric, water, garbage, sewer/septic and internet connectivity. Telephone service, janitorial services, landscaping services and television services are not included.

17. INSURANCE:

17.1 Liability Insurance: During the term of this Lease and before using the Premises, Tenant shall obtain and keep in force for the mutual benefit of Landlord and Tenant, comprehensive general liability insurance at Tenant's cost as follows: Comprehensive general liability insurance (in a responsible company) for bodily injury, death, and property damage with limits of not less than \$2,000,000 for each occurrence.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Lease.

Such insurance shall name, as additional insured, Landlord, and its officers, agents, and employees.

The insurance shall provide that the insurance shall not terminate or be canceled without 30 days' written notice first being given to Landlord. If the insurance is canceled or terminated prior to termination of the Lease, Tenant shall provide a new policy with the same terms. Tenant agrees to maintain continuous, uninterrupted coverage for the duration of the Lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Tenant.

17.2. Certificates of Insurance: Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or

cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Premises. Tenant shall maintain, on file with Landlord, a certificate of insurance certifying the coverage required in subsection 17.1.

A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit B, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of the Landlord's Risk Manager or Attorney from time to time. Failure to maintain liability insurance shall be cause for immediate termination of this Lease by Landlord.

17.3 Workers' Compensation Insurance:

- a. If Tenant is subject employer under the Oregon Workers' Compensation law, it shall comply with ORS 656.017, by providing workers' compensation coverage for all its subject workers. A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit C, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of Landlord's Risk Manager or Attorney from time to time. The Tenant further agrees to maintain workers' compensation insurance coverage for the duration of this Lease. Tenant's failure to maintain insurance providing workers compensation coverage shall be cause for immediate termination of the Lease.

- b. In the event the Tenant's workers compensation insurance coverage is due to expire during the term of this Lease, the Tenant agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Tenant agrees to provide the Landlord such further certification of workers' compensation insurance as renewals of said insurance occur.

18. **SUBROGATION:** Tenant shall be responsible for insuring its' personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not

affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer, if the policy does not expressly permit a waiver of subrogation.

- 19. HOLD HARMLESS AND INDEMNITY:** Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business, or from any activity, or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any act or omission of Tenant or any of its agents, contractors, employees, or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action nor proceeding brought thereon. Tenant's obligations under this Section shall survive the termination of this Lease. Nothing contained herein shall be deemed a waiver of any defenses or limits available to Tenant under the Oregon Tort Claims Act.
- 20. TAXES AND ASSESSMENTS:** Tenant shall be responsible for any taxes, fees, or other assessments.
- 21. DESTRUCTION OR CONDEMNATION OF PREMISES:** If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days, after the occurrence of the destruction, and if the costs or repair is less than \$10,000, Landlord shall repair the Premises.

However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$10,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party.

If a material portion of the Premises is acquired through the lawful exercise of the power of eminent domain, material being more than 25% of the square footage, Tenant shall have the option of terminating this Lease by providing Landlord with 30 days written notice of its intent to do so.

If the entire Premises are acquired through the lawful exercise of the power of eminent domain, this Lease shall terminate upon the date the condemning authority takes possession of the Premises, unless an alternative date is agreed upon.

In the case of either a partial or total taking, Landlord is entitled to all proceeds paid by any condemning authority. In no case shall Tenant be entitled to share in any condemnation proceeds.

- 22. MECHANICS' LIENS:** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics' lien nor any other kind of lien on the Premises and

the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers, of goods, labor, or services that such liens will not be valid.

23. **DEFAULTS:** Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound.

Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlords by reason of Tenant's defaults.

1. **Default.** The following shall be events of default:

- a. **Default in Rent.** Failure of Tenant to pay any rent or other charge within 30 days after written notice that it is due.
- b. **Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) or the Management Agreement within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable, but in no event not more than 180 days.

2. **Remedies on Default.** Upon Tenant's default under the terms of this Lease, including a default of the Management Agreement, Landlord shall have the following remedies:

- a. **Termination.** In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.
- b. **Damages.** Damages as described in the Lease or the Management Agreement.
- c. **Right to Sue More than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

d. **Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

24. **ATTORNEY FEES:** If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including attorney's fees that a court may adjudge reasonable on any appeal there under. Any such action shall be in the Circuit Court of Wasco County.
25. **NOTICE:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid and addressed as follows:

LANDLORD: Wasco County
Facilities Operations Manager
Employee & Administrative Services Department
511 Washington Street
The Dalles, OR 97058

TENANT: Central Oregon Animal Friends
200 River Road
The Dalles Oregon 97058

Such addresses may be changed from time-to-time by either party by providing notice as set forth above.

26. **ASSIGNABILITY/SUBLETTING:** No part of the Premises may be assigned, mortgaged or subleased or may a right of use of any portion of the Premises be conferred on any third person by any other means by Tenant, without prior written consent of Landlord, except as noted herein.
27. **HAZARDOUS MATERIALS:** For purposes of this Lease, "hazardous material" means any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in Resources Conservation and Recovery Act (42 USC 6901 et seq.).

Tenant shall not use, store, generate, release, deposit, or emit any additional hazardous material in connection with its use of the Premises, nor shall Tenant increase the volume or change the manner of use, storage, generation, release, deposit, or emission of any hazardous material that has previously been approved by Landlord, without prior written notification to Landlord and Landlord's written approval of the change. Such notification shall inform Landlord about the proposed change, its environmental significance, the classification of any additional waste, and precautions to be taken by Tenant with regard to the additional hazardous material or the increase or change in use, storage, generation, release, or deposit. Landlord reserves the right, in its sole discretion, to request additional

information and to withhold its approval. Tenant shall comply with all laws governing the use, storage, generation, release, deposit, or emission of hazardous material in connection with its use of the Premises.

Tenant shall indemnify, defend (with counsel satisfactory to Landlord), and hold harmless Landlord, its present and future officers, directors, employees, contractors, and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, costs, and expenses incidental thereto, including the cost of defense, settlement, and reasonable attorney's fees, which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination or other adverse effects on the environment, or any violation or alleged violation of any statute, ordinance, order, rule, or regulation of any governmental entity or agency to the extent caused by, arising out of, or connected with the presence of any hazardous material on the Premises, which hazardous material is on the Premises as a result of the act or omission of Tenant, its officers, employees, agents, contractors, or invitees.

28. DAMAGES:

28.1 In the event of termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

- a. The loss of reasonable rental value from the date of default until an acceptable new Tenant has been or, with the exercise of reasonable efforts, could have been secured.
- b. The reasonable cost of re-entry and re-letting, including without limitation, the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling cost, attorney fees, court costs, broker commissions, and advertising costs.
- c. Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

28.2 Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

29. OBSERVANCE OF LANDLORD'S RULES. Tenant agrees to comply with all reasonable rules and regulations respecting use of the Premises and adjacent areas

promulgated by Landlord from time-to-time and communicated to Tenant in writing. Tenant shall permit Landlord to make reasonable inspection of the Premises from time-to-time to determine whether Tenant is complying with Landlord's rules and regulations and the provisions of this Lease.

30. **ENTIRE AGREEMENT/AMENDMENT:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written except for the Management Agreement attached as Exhibit A. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
31. **SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as to limited.
32. **WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
33. **CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
34. **RECORDATION.** This Lease shall not be recorded without the written consent of Landlord.
35. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Oregon.
36. **FORCE MAJEURE:** Neither party hereto shall be deemed to be in default of any provisions of the Lease, for any failure in performance resulting from acts or events beyond the reasonable control of such party.
37. **NON-DISCRIMINATION:** No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from, this Lease on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Landlord. However, if the discrimination shall have been carried out by an employee who has been trained by Tenant not to discriminate, such violation may not be considered a material breach of this Agreement or grounds for termination by Landlord.
38. **TERMINATION:** At any time during the lease term, either party may terminate this Lease without further obligations of liability to the other, with not less than ninety (90) days prior notice to the other.

Central Oregon Animal Friends
Tenant

By: _____
Stephen Drynan, Executive Director

Date: _____, 2018.

Wasco County, Oregon
Landlord

Steven D. Kramer, Chair

Date: _____, 2018.

Scott C. Hege, Vice-Chair

Date: _____, 2018.

Rod L. Runyon, County Commissioner

Date: _____, 2018.

APPROVED AS TO FORM:

Kristen A. Campbell
Wasco County Counsel



AGENDA ITEM

Executive Session – Pursuant to [ORS 192.660\(2\)\(h\)](#) Consultation with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed and/or [ORS 192.660\(2\)\(i\)](#) to review and evaluate the job performance of a public employee

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)
