

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, DECEMBER 21, 2016**  
**LOCATION: Wasco County Courthouse, Room #302**  
**511 Washington Street, The Dalles, OR 97058**

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

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

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

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

9:00 a.m.

**CALL TO ORDER**

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

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda: [Appointments](#); [Master Interlocal Mutual Law Enforcement Assistance Agreement](#); [ORMAP Award](#); [Spanish Classes Update](#); [Blue Zones](#); [Columbia River System Operations Comment Period](#))
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Minutes- 12.7.2016 Regular Session](#), [12.8.2016 Work Session](#); [Reappointments](#)

9:30 a.m.      [Election Certification](#) – Lisa Gambee

10:00 a.m.      [Recess to District Meetings](#)

10:10 a.m.      [Act-On Software Agreement](#) – Debby Jones/Paul Ferguson

10:20 a.m.      [VSAC Bylaws Revisions](#) – Matthew Larsell

10:30 a.m.      [Community Work Service](#)  
                    [Justice Reinvestment Funds](#)      } Fritz Osborne/Molly Rogers

10:45 a.m.      [Economic Development Commission Quarterly Report/Appointment](#) – Carrie Pipinich

11:00 a.m.      [Designating Enterprise Zone Manager](#) – Julie Krueger

11:10 a.m.      [Watershed Councils Report](#) – Abbie Forrest/Pat Davis

11:25 a.m.      [Main Street MOU Amendment](#) – Jeremiah Paulsen/Matthew Klebes

Recess to Lunch

1:30 p.m.      [Financial Report](#)  
                    [Procurement Cards](#)      } Mike Middleton

1:50 p.m.      [Gorge Commission Report](#) - Krystyna Wolniakowski

**COMMISSION CALL**  
**NEW/OLD BUSINESS**  
**ADJOURN**

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – 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  
DECEMBER 21, 2016

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

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

**Discussion List – Appointments**

{{{Commissioner Kramer moved to approved Order 16-071 appointing Pat Ashmore to the Local Public Safety Coordinating Council. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approved Order 16-085 appointing Fritz Osborne to the Local Public Safety Coordinating Council. Commissioner Kramer seconded the motion which passed unanimously.}}}

**Discussion List – Master Interlocal Law Enforcement Assistance Agreement**

Sheriff Lane Magill explained that this agreement, already in force, is reviewed periodically for grammar, spelling, statute updates and signatures. The agreement is essentially unchanged but new signatures are needed. Mr. Stone indicated that he would like to review the document with Sheriff Magill prior to the next substantial revision

process. Sheriff Magill agreed.

Sheriff Magill explained that the agreement allows agencies to assist one another across jurisdictions; this is important for crisis response, narcotics investigations and other cross-jurisdictional investigations. He stated that it was used for the recent Mosier train derailment incident.

**\*\*\*The Board was in consensus to sign the new signature page for the Master Interlocal Law Enforcement Assistance Agreement.\*\*\***

#### **Department Directors – Planning**

Planning Director Angie Brewer reported that Wasco County Codes Enforcement has been awarded a \$75,000 grant for improving the abatement violation program to help with clean-up for violators unable to accomplish the work; this includes the elderly, infirmed and low income populations. A large portion of the money will be used to purchase a truck and trailer for hauling debris. The program will also help with the Household Hazardous Waste Program and the work crew programs for both Youth Services and Community Corrections.

Commissioner Kramer commended Codes Compliance Office Joseph Ramirez for his efforts in applying for the grant and working with other departments for the benefit of the community programs. Chair Runyon concurred saying that this is not insignificant and will help many people.

Ms. Brewer went on to say that the BOCC Union Pacific Railroad appeal decision has been appealed to the Columbia River Gorge Commission by both Union Pacific and Friends of the Gorge, et al. Commissioner Hege asked what the County will need to do for that process. Ms. Brewer responded that we must compile the record and file a notice of intent to appear so that we can be present and provide statements. She stated that much of that work will be done by County Counsel. She commented that the bulk of our work is done, but we want to stay abreast of the process.

#### **Discussion List – ORMAP Award**

GIS Coordinator Tycho Granville explained that this is the second grant award for a multilayer process to remap lines in order to increase accuracy. He stated that some of the maps are as much as 20 feet off from what is actually on the ground. This process will repair the mapping throughout the County; the project will last approximately 10 years. This grant award for \$54,000 will be applied in part to the cost of the surveyors



but most will go to Lane County to do much of the work; the County's \$6,000 match is in staff time from both GIS and the surveyors.

Commissioner Hege asked if any of the data has been uploaded to the system. Mr. Granville replied that we will not be ready for that until we are further into the process.

**{{{Commissioner Kramer moved to approve Department of Revenue ORMAP Intergovernmental Agreement Contract #3582-16. Commissioner Hege seconded the motion which passed unanimously.}}}**

#### **Discussion List – Spanish Class Update**

Human Resources Manager Nichole Biechler reported that although this round of classes began with 11 students, only a fraction of that number completed the course. She stated that at \$165 per student, it is not worth the investment due to the low rate of attendance. She added that the class was good, there was just not enough follow-through on the part of the employees signed-up for the class.

#### **Discussion List – Blue Zone**

Mr. Stone explained that the Blue Zones is a community project that was brought to the County's attention a few months ago as the City of The Dalles has applied for the program. He noted that County Surveyor Dan Boldt had brought it to the Management Team to gauge our interest in the program. He reported that several county representatives participated in a local conference to gain more information. There were seven Oregon applicants; the City of The Dalles is in the final three. The Blue Zones organization is asking for financial commitments before moving forward with the program; we need to be able to say whether or not we are willing to commit any funds to the program. He stated that they are looking for a community commitment of \$200,000 for each of the first two years and \$300,000 for the third year – after that the program would be completely supported by local funds. He said that the program is reported to be a 2 to 1 match with the Blue Zone organization. He concluded by saying that there were several organizations at the conference who expressed interest and some have committed funding such as Mid-Columbia Medical Center.

Commissioner Kramer reported that Klamath Falls is a Blue Zone city; he spoke with Klamath Falls Commissioner Kelley Minty Morris. Commissioner Morris shared with him that their Blue Zone covers 44,000 people in two zip codes. Their hospital, Sky Lakes Medical Center, is funding the entire project. In our area, this started out as a gorge-wide idea and settled on The Dalles as the most likely candidate to be designated



as a Blue Zone. He explained that there are three candidates in the running; the organization wants to designate all three or none of the three. He stated that he thinks we will need more exploratory time before committing any funds.

Chair Runyon observed that all three Commissioners attended the local conference; he stated that he has no memory of a local financial commitment being mentioned during that event.

Commissioner Hege asked what the effect of the program has been in Klamath Falls. Commissioner Kramer replied that Commissioner Morris expressed satisfaction with the program but is concerned about how they will fund it at the end of the three years; they currently have four full-time employees for the project plus marketing expenses and she does not know how they will keep the employees. The project encompasses all of Klamath Falls as well as the population in their urban growth boundary.

Mr. Stone noted that we will have to make a decision about committing funds and let the organization know if we are in or out.

<b>Discussion List – Columbia River Systems Operations Comment Period</b>
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Mr. Stone explained that this is a comment period on a lot of work that has been done up to this point in the Columbia River Gorge Operations Systems and the impact of that work and work being proposed. They are currently working to develop an environmental impact statement which deals with many aspects including cultural resources, floods, irrigation, navigation, etc. in the Columbia River Gorge.

Ms. Brewer stated that she has not been invited into this conversation but has asked to be included since we have our own regulations and want to know what will come from this process.

Mr. Stone said that he believes we should have some comment to make and would like the Board's input.

Commissioner Hege noted that one idea being discussed is the removal of the dams. He agreed that we need to get our position on the record. Chair Runyon and Commissioner Kramer concurred; Commissioner Kramer pointed out that the deadline for comment is January 15, 2017. He added that the Watershed Coordinating Board will be discussing this for comment as well. This is a four-year project with a final document expected in year five.

Chair Runyon said he would like to hear from other stakeholders in the County. Tyler commented that our input should be independent from others in the County. Chair Runyon noted that he would still like to hear from constituents. Commissioner Hege stated that the Board will need to have something to consider at the next Board session. Ms. Brewer replied that she will be happy to draft that document; she asked if there were any entities the Board would like her to confer with on that. The Board suggested she contact PUD and the Watershed Councils Coordinating Board.

#### **Agenda Item – Election Certifications**

County Clerk Lisa Gambee explained that she is here for the Board to sign-off on the certifications for elected County officials as well as the Board members of the recently-formed South Wasco Park and Recreation District which is a separate government entity. The Board presented election certificates to Sheriff Lane Magill, County Treasurer Elijah Preston, and County Clerk Lisa Gambee.

Commissioner Kramer thanked all the members of the South Wasco Park and Recreation Advisory Committee who have served to move the District forward with the Board of County Commissioners as their governing body until such time as a duly elected District Board is in place. Certificates of appreciation were presented to Ray Johnson, Stan Kelsey, Dennis Ross, Joe Holub and Bill Brackman (not all were present). Dan Boldt and Keith Mobley were also awarded certificates for the significant contributions they made to assist the newly-formed District.

Election Certificates were presented to Valerie Manning, Frank Veenker, Bill Brackman, Joe Holub and Brian Manning as elected members of the SWPRD Board.

Ms. Gambee noted that Mr. Veenker's and Mr. Brackman's terms will run through May of 2017 at which time they can run for re-election. All the terms for the newly elected District Board will begin on January 2, 2017. Terms will end in 2019 with expirations staggered which will create continuity for the Board.

Commissioner Hege asked when the first meeting of the newly elected board is scheduled. Ms. Gambee replied that they meeting every first Tuesday of the month from 3:30-6:30 p.m. at the Wamic Community Center. January's meeting will be on the 3<sup>rd</sup>. She thanked Commissioner Kramer for attending the last meeting to educate members on public meetings and records law.

Wampin Rock Editor in Chief Merle Hlavka stated that he has been involved with trying to get this started for the last 4-5 years. He said he would like to thank the Board



of Commissioners, County Administrator Tyler Stone, County Clerk Lisa Gambee and Planning Director Angie Brewer along with Keith Mobley and Dan Boldt for all the work that went into making this a reality. He noted that in 1977 a proposed park and recreation district failed by one vote.

Mr. Stone added that Commissioner Kramer also deserves special recognition for his hard work and support.

#### **Consent Agenda – 12.7.2016 Minutes, Reappointments**

Commissioner Kramer noted that there will be two upcoming appointments to the Wasco County Forest Collaborative Group Steering Committee to replace David Jacobs, recently retired from the Oregon Department of Forestry, and Clay Penhollow, who has moved on from the Warm Springs Tribe to another position. He said that David Jacobs' replacement at ODF is Kristin Dodd who will be applying for the position on the Steering Committee; he is still seeking a replacement for Mr. Penhollow.

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

At 9:49 a.m. Chair Runyon recessed the session to open meetings of the 4H and Extension Service District and the Library Service District.

The session resumed at 9:51 a.m.

#### **Introduction – County Treasurer**

Chair Runyon asked Treasurer-Elect Elijah Preston to come forward and introduce himself. Mr. Preston stated that he has been a local resident for 17 years and is a Detective with the Oregon State Police, sharing his time between Portland and The Dalles. He said that he is a member of the local high school Booster Club and has three active boys. He stated that he is excited to be able to serve the County.

Commissioner Hege asked what Mr. Preston does in his capacity as Detective. Mr. Preston replied that his position is funded by the State Lottery; he does a lot of investigations into white collar crime and high-end fraud.

The Board welcomed Mr. Preston saying they are very happy to have him on the team.

#### **Agenda Item – ActOn Software Agreement**

Youth Think Coordinator Debby Jones explained that this contract has been nearly six

months in the making. She stated that she has been using the software for nearly two years on a month to month basis; the company, which has recently become international, revised their business model and want to move to more stable contracting for annual terms.

County Counsel Kristen Campbell interjected that the company is not accustomed to working with the public sector and the original agreement, contained in the Board Packet, does not have some of our required clauses. She said that she does not anticipate a problem, noting that there is little to no risk. She advised that should the Board move to approve the agreement, they do so pending final legal approval.

Ms. Jones stated that this software helps them use social media to reach out more effectively to their target audience. She said this also might be useful to the County as a whole in using social media to reach citizens on a variety of topics. She explained that Youth Think has 500 people on their mailing list and wanted subscribers to build a relationship with Youth Think. She stated that she can track email openings and create profiles to better understand what people are interested in – what information they want and need. She observed that a monthly meeting is not enough and reaches very few people.

Chair Runyon asked if the company is providing data, infrastructure and marketing. Ms. Jones replied affirmatively, saying that they help her to manage the touch points without her having to go out to every social media site to gather the information – they aggregate it. Information Systems Director Paul Ferguson interjected that he has reviewed it and it is a good program that might be expanded to other areas of the County. He said he is anxious to see how well it works.

Chair Runyon asked for the cost of the program. Ms. Jones replied that it is \$400 per month and is part of the Youth Think budget. She stated that the Youth Think board supports the program. She said that she still needs to become more familiar with it to be able to use it more fully. Chair Runyon asked what the termination requirements are. Ms. Jones responded that termination language is one of the items legal is working to resolve. She added that the company understands that Youth Think is grant-funded and is not pressing for an immediately executed contract.

Ms. Gambee stated that with her background in marketing, she believes this is a great example of pioneering pathways – this will open pathways of communications and will help keep kids from being part of the system later in life. She said that Youth Think will need to be able to make full use of the program which will take a full commitment from



Youth Think and Information Systems.

Commissioner Hege asked what Ms. Jones has seen so far in her experience with the program. Ms. Jones replied that she is seeing more awareness in her target audience and learning what language prompts people to actually open an email. She said that it allows a more personal experience with each person on the contact list.

Commissioner Hege asked if the company provides support or training. Ms. Jones replied that she did receive training and had a personal coach. She added that she will soon attend a 3-day boot camp training in Portland. She said that it will help her to be more efficient and effective. Commissioner Hege asked where the company is based. Ms. Jones responded that they started in Wilsonville, Oregon but have moved their headquarters to California.

**{{{Commissioner Kramer moved to approve the ClickWrap Service agreement pending final legal approval. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon called for a recess at 10:15 a.m.

The Session reconvened at 10:20 a.m.

<b>Agenda Item – Community Work Service</b>
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Community Corrections Manager Fritz Osborne explained that he has been talking with Youth Services Director Molly Rogers for some time about a shared position for work crew supervision for both departments. He noted that Youth Services already employs a part-time Work Crew Coordinator, Nicole Beaman, who has experience working with both youth and adult offenders. He stated that he could use a part-time coordinator to tap into the adult offenders who could benefit from the experience and have obligations for community service hours or could do service in lieu of fees or time on supervision if they are doing well. He added that there are also many situations with lessor violations where work service would be a more appropriate response than jail time.

Mr. Osborne went on to say that there are programs that will pay to have the work crew and the program could be largely funded through those opportunities; Ms. Beaman already has some contracts in place for that. However, he and Ms. Rogers would commit budget dollars to the program to ensure stability while still seeking contracts. He stated that he would like to see the position made full-time with supervision for the

Coordinator to remain with Youth Services.

Mr. Stone added that there is some history for this; Jack Bisset used to supervise the work crew four days a week and there was a funding stream for that. When he retired, the program shifted to NORCOR but they were not able to continue the program. Youth Services has had the position at half-time and it has been successful. He noted that the cost of the position at full time is included in the Board Packet; he said that he believes the revenue numbers are conservative. Mr. Osborne agreed, saying that it has the potential to generate revenue beyond the cost of the position.

Chair Runyon asked if Finance has been involved in this discussion. Mr. Osborne replied that he and Ms. Rogers met with Finance Director Mike Middleton on Monday; the position would be accounted for in the Youth Services Budget with a transfer in from Community Corrections.

Chair Runyon asked who would be responsible for marketing to find the contracts. Mr. Osborne stated that marketing would be the responsibility of the Work Crew Coordinator. He said that the position would be .8 for now with the potential for 1.0 by the end of June. Mr. Stone noted that the level of full-time would depend on the revenue side and what contracts were acquired.

Mr. Osborne explained that one of the advantages of the shared position is that there is work the youth offenders cannot do but they could go in and do prep work with the adult offenders following up to complete the work. However, at no time would adult work crews be on site at the same time as youth work crews.

**{{{Commissioner Kramer moved to approve the expansion of the Work Crew Coordinator position from a 0.5 part time position to a maximum of a 1.0 full-time position. Commissioner Hege seconded the motion which passed unanimously.}}}**

<b>Agenda Item – Justice Reinvestment Program Contract Amendment</b>
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Mr. Osborne reported that he brought a proposal to LPSCC for a shift in the use of excess Justice Reinvestment Program funds be applied to transitional housing. LPSCC approved the change and he sent the amendment proposal to the Criminal Justice Commission for consideration; they also approved the change and accepted the amendment with his signature. However, as the amendment went through the process, they contacted Ms. Rogers to say that the amendment, included in the Board Packet, requires the Board's approval and signature.



**{{{Commissioner Hege moved to approve Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement Amendment #1. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Chair Runyon asked about the progress for transitional housing. Mr. Osborne reported that the first house they had identified as a possibility met with a significant amount of community resistance and they determined that it would not be a good fit. He stated that they are looking at a second house – 5 bedroom, 3 bathrooms – and have thus far received positive feedback from the neighborhood residents. He stated that there will be an open house tomorrow.

#### **Agenda Item – EDC Quarterly Report and Appointment**

MCEDD Project Manager Carrie Pipinich reviewed the report included in the Board Packet. She stated that they have begun a major update of the Strategic Action Plan with the goal of bringing it in line with the shift in the EDC's role and activity level. She stated that some of that work is included in the packet and she welcomes feedback from the Board. EDC Chair Kathy Ursprung added that their comprehensive strategy meeting has been rescheduled to January 26<sup>th</sup> and will be followed by a tour of the Cherry Growers port facility; she invited the Commissioners to attend.

Commissioner Hege asked for a progress report on the business flyers. Ms. Pipinich reported that the flyers are on the City, Port and EDC sites. They are still reaching out to get more awareness and are working on a flyer for Maupin.

Ms. Pipinich stated that Daniel Hunter moved to another position at the City of The Dalles and tendered his resignation from the EDC. She said that the City of The Dalles usually provides a recommendation for that EDC position and has recommended Matthew Klebes who was recently hired as the City Manager's Assistant.

**{{{Commissioner Kramer moved to approve Order 16-116 appointing Matthew Klebes to Position #5 on the Wasco County Economic Development Commission. Commissioner Hege seconded the motion which passed unanimously.}}}**

Commissioner Kramer asked Ms. Pipinich to expand on the strategic plan item looking at business development for threats and concentrated risks. Ms. Pipinich explained that is to insure diversification so that we do not find ourselves in the same situation as we did when the aluminum plant closed and devastated the job market and economy.

**Agenda Item – The Dalles Main Street MOU/IGA**

The Dalles Main Street Interim Executive Director Jeremiah Paulson explained that they had originally intended to use the Enterprise Zone funds to build a parklet but had determined that secure storage was a higher priority and therefore had requested to shift the use of the funds to building a storage facility on a North Wasco Parks and Recreation District site. He stated that as they moved through that process they discovered that building the storage unit would be too costly and began to look for alternatives. While they would prefer a more permanent situation, the need for storage is urgent and they would like to improve some storage units on the County's property located on 10<sup>th</sup> Street.

Mr. Stone reported that Chuck Covert had come to him about six months ago with this idea. He stated that the County has a 5 or 6 bay storage area available but a few of the units have had the roofing material blown off over time. He said that currently the County uses the area to store scrap metal until such time as it is taken to be sold.

Mr. Stone went on to say that the Main Street items are currently being stored on private property. He has explained that everyone needs to understand that this is a month to month arrangement as there is no guarantee that the County will not need the space in the future or could even dispose of the property – that risk needs to be understood before Main Street invests in the repair of the units. He said that with that understanding, the bays can be used for out-of-the weather storage until the County does something else which may or may not happen.

Chair Runyon asked why there are two agreements. Mr. Covert explained that one is for a shift in the use of the Enterprise Zone funds; the other is an agreement between the County and Main Street for the use of the storage units. He said that Main Street will be roofing six units and using five of the six for the storage of a trailer, stars and trees, floats, and parklets.

Chair Runyon asked if the County will still have some use. Mr. Stone replied that we already have some things in other bays but we have room for this.

Commissioner Hege stated that it seems like it would be better to find a more permanent solution. Mr. Covert agreed but said that costs were escalating for the building at Park and Recreation; they could not afford the \$25,000-\$30,000 price. The \$5,000 from the Enterprise Zone grant would have only covered engineering. Commissioner Hege commented that it could be for a year or ten years. Commissioner



Kramer noted that in the meantime, the County will get new roofing on the units.

**{{{Commissioner Hege moved to approve the second addendum to The Dalles Main Street MOU with Wasco County and the City of The Dalles.**

**Commissioner Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Kramer moved to approve The Dalles Main Street Intergovernmental Agreement for Storage. Commissioner Hege seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Designation of Enterprise Zone Manager**

The Dalles City Manager Julie Krueger explained that Daniel Hunter has moved to a new position with the City. She said that Matthew Klebes will be managing the dozen or so enterprise zones to their conclusion; the local economy has stabilized to the level that we are no longer eligible for the Enterprise Zone program.

Chair Runyon asked Ms. Krueger how things are going for her at the City. Ms. Krueger stated that she has been in the position for nine months and it is going well; there have been numerous retirements in senior management and it is great to have fresh eyes looking at City programs. She reported that senior management will be meeting in mid-January for goal-setting which will be the first time they have worked together as a group. She added that the Finance Director will be retiring in March and the City is actively looking for her replacement.

**{{{Commissioner Kramer moved to approve Resolution 16-026 designating Matthew Klebes as the Local Enterprise Zone Manager. Commissioner Hege seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Watershed Councils Coordinating Board Annual Report**

Pat Davis, Chair of the Watershed Councils Coordinating Board, noted that there is a written report included in the Board Packet. He stated that the Board was initially created because the State wanted to cut down on paperwork and create more streamlined reporting. He said that the Board wanted to keep the flavor of the various councils and have succeeded in that effort. He went on to review the written report. He noted that they have been very successful in mitigating the impact from agricultural use of pesticides but found it much more difficult to address urban conservation. He explained that it is challenging to find ways to mitigate chemicals used by homeowners; it is harder to cover an entire city with awareness of and incentives for responsible use

of water and chemicals.

Soil & Water Conservation District Watershed Council Coordinator Abbie Forrest explained that they monitor for pesticides but much of what they are finding in the water is household chemicals. She said that they have written for a grant and want to do workshops modeled on a successful program in Underwood.

Mr. Davis went on to say that the 15-Mile Watershed was called out in the Oregonian. He said that there are a lot of issues there but there is also a lot of effort being made toward solutions. He said they are working together with the Council much like thirty years ago when we started working on forest issues. He said that by being proactive this time, they hope for better outcomes. He said that they do not have the resources for the necessary studies and will be working with other agencies and legislators to collaborate for solutions. He acknowledged that there are big issues, but the Board is confident that they can be tackled.

Chair Runyon asked if Mr. Davis thinks the State will maintain that level of funding through the budget process. Mr. Davis replied that he believes the article in the Oregon will actually support funding; right now it takes 2 ½ years to have a well inspected. He said that he believes they will see the need and the benefit; the funds are required to explore the problem and develop solutions.

Commissioner Hege noted that White River shows a substantial pipe installation. Mr. Davis explained that it is the Rock Creek main ditch piping project with 8,000 feet of 34" pipe that finished the second phase of the piping project. He stated that the pipe will save approximately 700 acre feet of water per season – April to mid-October. The previous pipe was leaking that amount; with a reservoir that holds 1,280 acre feet, that loss was over half the storage capacity of the reservoir. He said that the project was funded mostly by an NRCS grant. There was also \$35,000 of Forest Service money as some of the pipe is on their property; the Soil and Water Conservation District provided \$20,000 in support.

Chair Runyon observed that earlier in the day there had been a discussion about the Columbia River Systems Operations project comment period which is something that the Coordinating Board should have some interest in as well. He said that the County would like input from the Board. Ms. White said she would make sure to connect Mr. Davis to the County's Planning Director to start that conversation.



### **Commission Call**

Commissioner Kramer reported that at a Council meeting last night there was a plea for membership for the Secure Rural Schools Hood-Willamette Resource Advisory Committee (see attached document). He explained that it is a four year term with two meetings per year in Salem. He said that it will be helping to move us forward with BLM and USFS on pieces that affect us; this is something that might help us get some funding. The request for membership came from the Forest Service.

Commissioner Hege asked if this is for citizens or are they asking for Board participation. Commissioner Kramer replied that anyone can apply.

**\*\*\*The Board was in consensus to add the Secure Rural Schools Hood-Willamette Resource Advisory Committee information to the County website.\*\*\***

Chair Runyon recessed the session for lunch at 11:34 a.m.

The Session reconvened at 1:30 p.m.

### **Agenda Item – Procurement Card Agreement**

Finance Director Mike Middleton explained that we currently use US Bank for our procurement cards but their program is not very responsive to our needs. He said that while he is satisfied with all other aspects of their services, this is just not an area in which they excel. He stated that Bank of America has a rebate program built in and we are very close to a level of spending that would qualify for that rebate. He said that he would expect that we will begin to pay some invoices with the program which would easily increase our levels to qualify for the rebate program. However, he said that the real benefit will come in a savings of staff time; checks take time to process and if the smaller checks move to procurement card payments, it will be a significant time savings. In addition, Bank of America software will allow us to import the financial information directly into our system.

**{{{Commissioner Kramer moved to approve the City of Portland Procurement Card Program Linking Authorization. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Agenda Item – Financial Report**

Mr. Middleton said that this is his second report and he hopes it is a little more user friendly. He noted that his intent is to continue to adjust the report to meet current needs over time. He reviewed the written report and offered to answer any question about that or the tables included in the packet.

The Board expressed their gratitude for the thorough and easily digestible information; thanking Mr. Middleton for his efforts and transparency. Commissioner Hege stated that he likes lots of numbers but from a public standpoint it might be nice to occasionally include a big picture look.

**Agenda Item – Columbia River Gorge Commission Report**

CRGC Executive Director Krystyna Wolniakowski reviewed the report included in the Board Packet. She stated that she is here to talk about the plans for the future and will have 17 meetings with counties and cities in the process of updating their plan. She noted that they have been working on more accurate definitions for the urban growth boundaries and will have all the legal descriptions finalized in February with many corrections that will help planners.

Chair Runyon asked if any of this information is being tied into the GIS system. Ms. Wolniakowski replied that they hired a GIS person to do that and he has already corrected a couple of items. Ms. Brewer noted that what is being described is not part of the County GIS system. She said that she would like to get that information so that it can be added to our system. Chair Runyon observed that we are in the process of doing extensive work to correct inaccuracies in our system and would not like to have to redo work if at all possible. Ms. Wolniakowski responded that she will work to get it resolved.

Columbia River Gorge Commissioner Dan Erickson said that one Commissioner has asked what was added or removed from the Scenic Area. He said that he wants to make clear that nothing was added or removed; the mapping work that is being done is to clean up the maps to accurately reflect the original intent of Congress. Ms. Brewer noted that there will be a few properties where those clarifications will change the zoning regulations applied to those properties. She said that because there was no clarity, people were conservative and some properties were pulled in to the Scenic Area that should not have been; that has been corrected.

Ms. Wolniakowski went on to say that they will be holding public workshops on the



master plan review – some parts of the plan are thirty years old. She said that the challenge will be moving forward with reduced staffing. She noted that the FAQs should help answer the most common questions. She stated that they want to give the Commission certainty of what the process will be and what the goals are – it will take about 2 ½ years to engage everyone and work closely with the planning departments in each county. She stated that by the end of June they plan to have a list of issues and then will have priorities to work on for the next two years to make the plan clear and more usable. She announced that they will be kicking off the listening sessions in The Dalles.

Mr. Stone asked specifically how they will be engaging the county planners. Ms. Wolniakowski replied that the technical sessions will include the planners; those meetings will be done in a focused way to allow the planners to discuss issues and bring information with them to the meetings.

Ms. Brewer said that she has seen a draft of the questions seeking feedback. She said that she is concerned about the timeline saying that there are quarterly planning meetings but she would like to see the discussion at the level of the Planning Directors rather than the planners. She stated that she has been having conversations with planning directors and talking to cities; with the condensed timeline and public process the planners could get drowned out. She said that the directors want to be heard and to be able to get helpful information to the Commission.

Mr. Stone observed that once all these sessions are complete, somewhere there will be negotiations and back and forth about what has been brought to light – he said that the counties really need to have a voice at that table to represent the local populations that will live with the decisions on a daily basis.

Mr. Erickson responded that they do not want to leave anyone out, especially those who are charged with enforcement.

Ms. Wolniakowski went on to point out that Rodger Nichols, a Gorge Commissioner from Wasco County, put together the Gorge Gazette. Commissioner Kramer said that it is a nice document and he hopes that one day Mr. Nichols will report to Wasco County directly with this kind of information.

Ms. Wolniakowski said that they are trying to be more communicative and interactive; if people cannot attend a meeting, they can find information on the website. She stated that one of their challenges is short staffing; they have a vacancy that they are trying to

fill. They lost another staffer that they will not replace as it was a grant-funded position and the grant is ending soon. Further discussion ensued about funding challenges.

Mr. Erickson stated that the Commission has the support of the Governor. He noted that anything the Commissioners can do to reach out to their legislators for support would be very helpful. Mr. Middleton suggested that they look at a "Friends" organization that can raise funds for travel, supplies or project work.

Ms. White reminded the Board that QLife Budget Committee Member Ken Leibham passed away last month and they will need to identify someone else to serve on that committee.

Chair Runyon adjourned the session at 2:45 p.m.

### **Summary of Actions**

#### **Motions Passed**

- To approved Order 16-071 appointing Pat Ashmore to the Local Public Safety Coordinating.
- To approved Order 16-085 appointing Fritz Osborne to the Local Public Safety Coordinating Council.
- To approve Department of Revenue ORMAP Intergovernmental Agreement Contract #3582-16.
- to approve the Consent Agenda:
  - 12.7.2016 Regular Session Minutes
  - 12.8.23016 Work Session Minutes
  - Reappointments as attached – Exhibit A.
- To approve the ClickWrap Service agreement pending final legal approval.
- To approve the expansion of the Work Crew Coordinator position from a 0.5 part time position to a maximum of a 1.0 full-time position.
- To approve Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement Amendment #1.
- To approve Order 16-116 appointing Matthew Klebes to Position #5 on the Wasco County Economic Development Commission.
- To approve the second addendum to The Dalles Main Street MOU with Wasco County and the City of The Dalles.




- To approve The Dalles Main Street Intergovernmental Agreement for Storage.
- To approve Resolution 16-026 designating Matthew Klebes as the Local Enterprise Zone Manager.
- To approve the City of Portland Procurement Card Program Linking Authorization.

**Consensus**

- To sign the new signature page for the Master Interlocal Law Enforcement Assistance Agreement.
- To add the Secure Rural Schools Hood-Willamette Resource Advisory Committee information to the County website.

Wasco County  
Board of Commissioners

  
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Rod L. Runyon, Board Chair

  
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Scott C. Hege, County Commissioner

  
\_\_\_\_\_  
Steven D. Kramer, County Commissioner

## EXHIBIT A

Organization	Appointee
Wasco County Budget Committee	Budget Officer – Finance Director
	Pat Davis
EDC	Joan Silver
	Nan Wimmers
Fair Board	Cynthia Kortge
	Colleena Tenold-Sauter
Hospital Facility Authority Board	Scott Hege
Extension Service District Budget Committee	Budget Officer – Lynn Long
	Pat Davis
Library Service District Budget Committee	Budget Officer – Jeff Wavrunek
	Pat Davis
MCCOG	Steve Lawrence
	Steve Kramer
LPSCC	Thomas Peachey
	Eric Nisley
	Lane Magill
	Pat Shortt
	Janet Stauffer
	Teri Thalhofer
	Molly Rogers
	Donna McClung
	Barbara Seatter
	Andrew Carter
	Tara Koch
	Bryan Brandenburg
	Rod Runyon
Mt. Hood Economic Alliance	Ken Bailey
	Steve Kramer
Mosier Watershed	Jim Reed
	Peter Dalke
	Kenneth Lite
	Susan Gabay
Museum Commission	Elizabeth Wallis
	Daliea Thompson
NORCOR Budget Committee	Steve Lawrence
NCPHD Board of Health	Scott Hege
Planning Commission	Vicki Ashley
The Dalles Watershed	Bruce Lumper
	John Nelson
	Mark Popoff
Forest Collaborative Steering Committee	Jeremy Thompson
Weed Council	Carolyn Wright
	John Clausen



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 21, 2016  
PAGE 20

	Sherry Holliday
	Keith Smith
White River Watershed	Roy Groce
	Kenneth Martin
Wildland Urban Interface	Scott Hege
	Robert Palmer

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 21, 2016**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1.     [Appointments](#)
2.     [Master Interlocal Mutual Law Enforcement Agreement](#) – Lane Magill
3.     [ORMAP Award](#) – Tycho Granville
4.     [Spanish Classes Update](#) – Nichole Biechler
5.     [Blue Zones Update](#) – Tyler Stone



## **Discussion List Appointments**

- [Order 16-071 Appointing Pat Ashmore to the Wasco County Local Public Safety Coordinating Council](#)
- [Order 16-085 Appointing Fritz Osborne to the Wasco County Local Public Safety Coordinating Council](#)

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

IN THE MATTER OF THE APPOINTMENT OF )  
PAT ASHMORE TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-071

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Jay Waterbury's Term  
on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and



IT FURTHER APPEARING TO THE BOARD: That Jay Waterbury has retired as Chief of Police for the City of The Dalles; and

IT FURTHER APPEARING TO THE BOARD: That current City of The Dalles Police Chief Pat Ashmore is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to represent the Police Chief Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Ashmore be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Scott C. Hege, County Commissioner

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Kristen Campbell  
Wasco County Counsel

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Steven D. Kramer, 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 )  
FRITZ OSBORNE TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-085

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Robert Martin's Term  
on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and



IT FURTHER APPEARING TO THE BOARD: That Robert Martin has retired as Community Corrections Manager for Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That current Community Corrections Manager Fritz Osborne is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to represent the Community Corrections Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Fritz Osborne be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Scott C. Hege, County Commissioner

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Kristen Campbell  
Wasco County Counsel

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Steven D. Kramer, County Commissioner

**Discussion Item**  
**Master Local Mutual Law Enforcement**  
**Assistance Agreement**

- [Memo](#)
- [2013 Agreement](#)
- [Signature Page](#)



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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** MUTUAL ASSISTANCE AGREEMENT  
**DATE:** 12/14/2016

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**BACKGROUND INFORMATION**

This agreement was revised in 2013k and remains in force. This is being brought before the Board to execute a new signature page that will reflect the current Wasco County Sheriff.

COPY  
FILED  
WASCO COUNTY  
2013 JUN 27 A 9:19  
LINDA BROWN  
COUNTY CLERK

**MASTER INTERLOCAL MUTUAL  
LAW ENFORCEMENT ASSISTANCE AGREEMENT**

THIS MASTER MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("MASTER AGREEMENT") is entered into by and between the undersigned parties for the purpose of securing to each the benefits of mutual law enforcement assistance within their respective territorial jurisdictions, to express the consent of each party to the enforcement within their territorial jurisdiction by other parties of applicable traffic and criminal laws, and, in certain cases, to designate certain personnel of other parties who are assigned to special law enforcement units as special deputies.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 190 and ORS 190.110 provide that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, ORS 190.420 provides that any power or powers, privilege or authority exercised or capable of exercise by an Oregon public agency may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such exercise or enjoyment;

WHEREAS, ORS 190.472 provides that certain Washington police officers may exercise any authority that the officer's commission vests in the officer throughout the territorial boundaries of Oregon if the officer is acting pursuant to a mutual law enforcement assistance agreement between law enforcement agencies of the respective states;

WHEREAS, Revised Code of Washington (RCW) Chapter 39.34 and RCW 39.34.030 provide that any power or powers, privilege or authority exercised or capable of exercise by a Washington public agency may, by agreement, be exercised and enjoyed jointly with any other public agency in any other state to the extent that the laws of such state permit such joint exercise or enjoyment;

WHEREAS, RCW 10.93.130 provides that Washington law enforcement agencies may, pursuant to the provisions of RCW Chapter 39.34, contract with any law enforcement agency of Oregon or its political subdivisions to provide mutual law enforcement assistance;

WHEREAS, RCW 10.93.070(2) provides, inter alia, that a general authority Washington peace officer may enforce traffic and criminal laws throughout the territorial bounds of Washington upon the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs; and

WHEREAS, RCW 10.93.090 provides that a specially commissioned Washington Peace Officer as defined therein may exercise authority which the special commission vests in the officer pursuant to a Mutual Law Enforcement Assistance Agreement; and



WHEREAS, the parties to this Agreement desire to take full advantage of the provisions cited herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.**

- a) **Administrative and Support Units** mean those units comprised of personnel assigned to administrative, fiscal, logistical or personnel support, as opposed to investigative or enforcement activities, including but not necessarily limited to fleet management, internal affairs, records management, and the like.
- b) **Authorized representative** means the ranking on-duty supervisor empowered by his/her chief law enforcement officer to act under this intergovernmental agreement.
- c) **Chief law enforcement officer** includes the sheriff or director of public safety of a county, the chief of police of a city or town, and chief officers of any other law enforcement agency which is a party to this agreement.
- d) **Emergency Assistance** means mutual aid provided by the parties in a major incident under the statutory authority of the parties but without a preexisting mutual aid agreement between the affected parties.
- e) **Employing agency** means the law enforcement agency under whose employment an officer is authorized to act and includes the "primary commissioning agency" as that phrase is defined in RCW 10.93.020(8) and "commissioning agency" as that term is defined in ORS 190.476(4), as now enacted or hereafter amended.
- f) **Incident commander** means the authorized representative of the agency with primary geographic or territorial jurisdiction in which a major incident has occurred or is occurring.
- g) **Law Enforcement Agency** means any "law enforcement unit" as defined in ORS 181.610(13) and any "general authority Washington law enforcement agency" as defined in RCW 10.93.020(1), as now enacted or hereafter amended.
- h) **Major incident** means any crime or crimes, a natural disaster, extreme civil disorder, or similar event causing or having potential to cause injury, death, or substantial property damage.

- i) **Non-Emergency Assistance** means mutual aid provided by the parties in any circumstance, including a major incident, that is governed by a preexisting mutual aid agreement between the affected parties.
- j) **Personnel** means uniformed, investigative, or support service personnel, including uniformed reserve officers, of any law enforcement agency, which is a party to this agreement.
- k) **Police Officer, Peace Officer, General Authority Washington Peace Officer, or Specially Commissioned Washington Peace Officer** means a full-time, fully compensated police officer commissioned by the States of Oregon or Washington or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the States of Oregon or Washington to enforce the criminal laws of Oregon or Washington and includes the definitions contained or employed in ORS 181.610, ORS 190.472, RCW 10.93.020(3), and RCW 10.93.020(5), as now enacted or hereafter amended.
- l) **Primary Geographic or Territorial Jurisdiction**, in the case of counties, means the unincorporated areas of the county, and, in all other cases, means the territorial boundaries of the city, town or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020(7), as now enacted or hereafter amended.
- m) **Public agency** means those entities defined in ORS 190.410 and RCW 39.34.020, as now enacted or hereafter amended.
- n) **Technical law enforcement unit** means specialized investigative or enforcement units, and includes: detective units or divisions; explosives and ordnance disposal units, hazardous devices or bomb squads; drug or drug and vice divisions or units, including multi-agency task forces; gang or gang enforcement units, including multi-agency task forces; hostage negotiation teams, special weapons and tactics teams or units; canine units; traffic accident investigation units, dive rescue and recovery and marine patrol units.
- o) **Technology** means equipment and supplies used in the location, identification and preservation of physical evidence.
- p) **Technical expertise** means the knowledge, skills and abilities possessed by personnel in investigative techniques and technology use.
- q) **Unit of local government** means those public agencies defined in RCW 39.34.020 and ORS 190.003 and as employed in RCW Chapter 39.34 and in ORS 190.003 to 190.125, as now enacted or hereafter amended.

2. **Purpose and Function.** The purpose of this agreement is: (1) To provide for combined use of personnel during major incidents; (2) To permit the personnel of each party to engage in administrative and investigative activity within the primary or geographic territory of other parties; (3) To commission or specially commission personnel in each party's specialized law enforcement units to enforce applicable traffic and criminal laws within the primary or geographic territory of other parties; and (4) To encourage subsequent mutual law enforcement assistance agreements calling for specific combined operations whenever tactically and fiscally practical and efficient; (5) To provide each participating agency the necessary approval to utilize all necessary frequencies in order to communicate with each other in an incident.

a) **Major Incidents.** In the event of a major incident, a chief law enforcement officer, or his or her authorized representative, is empowered to request assistance without advance notice from another or all other units of government and law enforcement agencies participating in this Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident occurring within the jurisdiction requesting assistance.

(i) Requests for Aid. Such requests may be made by the chief law enforcement officer, or his or her authorized representative to the chief law enforcement officer, or authorized representative, of the responding unit of local government and law enforcement agency. The latter shall respond to its fullest ability to do so without compromising its ability and resources to maintain a reasonable level of service within its own jurisdiction. The decision of the chief law enforcement officer, or authorized representative of the agency from whom aid is requested as to what personnel, equipment and vehicles are available for response shall be final.

(ii). Recall. The assigned incident commander or incident coordinator, at his or her discretion, shall have authority to deploy aiding agency personnel, other than those deployed in special law enforcement units, in any manner deemed necessary under the circumstances. At the request of the incident commander or incident coordinator, any aiding agency shall withdraw from the scene of a major incident. Further, the responding agency shall be released by the incident commander as soon as their services are no longer required or when the responding agency is needed within the area for which it normally provides law enforcement services.

(iii) Expenses. Expenses incurred in the provision of emergency assistance in major incidents shall be allocated in accordance with this subparagraph.



- (a) *Extraordinary expense*, as that phrase is employed in paragraph 9, below, means any expense not formally budgeted or approved and excludes salaries, benefits and overtime and routine capital costs and expenses.
  - (b) *Subsistence Expense* means the reasonable cost of meals and lodging, if not provided in kind.
  - (c) *Expenses*. Routine expenses, including cost of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred in the provision of emergency assistance during major incidents shall be borne by each party for the first 48 hours. In the case of a major incident, extraordinary costs, including reasonable subsistence expenses, shall be borne by the agency requesting assistance after 48 hours. At the conclusion of a major incident, any property, equipment, or improvements used in the provision of emergency assistance shall become the sole property of the party that provided the property, equipment, or improvements.
  - (d) Expenses incurred in connection with extended non-emergency assistance shall be provided for through subsequent mutual aid agreements.
- 
- b) **Investigative Activities.** In addition to assistance provided in major incidents, the personnel of any party may, without restriction or limitation, engage in investigative activity within the primary territorial or geographic jurisdiction of any other party, PROVIDED, that such personnel provide notice of their presence to the party with primary territorial or geographic jurisdiction by contact with its authorized representative either in person or by telephone.
  - c) **Exercise of Authority by Consent.** Parties comprising Washington law enforcement agencies, in accordance with RCW 10.93.070(1), through their sheriffs or chiefs, as chief law enforcement officers within their jurisdictions, hereby consent to the exercise of authority by qualified general authority Washington peace officers, whose agencies are identified in Appendix A hereto, within their primary territorial jurisdiction for the duration of the term or tenure of each sheriff or chief.
  - d) **Technical Law Enforcement Units.** The parties agree to cross-commission or specially commission each other's full time, fully compensated police officers who (i) are assigned to technical law enforcement units, as defined in paragraph 1, (ii) are eligible for cross-commissioning or special commissioning under applicable laws, (iii) meet

or exceed all training and education standards or requirements of the Oregon Department of Public Safety Standards and Training or the Washington Criminal Justice Training Commission, and (iv) are in good standing with their employing agency.

(i) Responsibility of Employing Agency. The employing agency shall:

- Identify each officer assigned to or removed from its technical law enforcement units at the time of assignment or removal;
- Certify, not less than annually, that each officer identified as assigned to its technical law enforcement units remains so assigned and remains in good standing with the employing agency;
- In the case of reassignment, retirement, or suspension of any person previously assigned to its technical law enforcement units, recover and surrender commission cards and other documents furnished by the agency with primary territorial jurisdiction.

(ii) Responsibility of Agency with Primary Geographic or Territorial Jurisdiction. The agency with primary geographic or territorial jurisdiction shall:

- Cross-commission or specially commission any officer identified and by his or her employing agency as assigned to the employing agency's special law enforcement units and certified to be in good standing;
- Provide authorized forms of oath to each cross-commissioned or specially commissioned officer;
- Provide authorized commission cards to each cross-commissioned or specially commissioned officer; and
- Prescribe limitations and additional training, as may be agreed to by the parties, relating to the exercise of authority by cross-commissioned or specially commissioned officers.

(iii) Responsibility of Cross-Commissioned or Specially Commissioned Officers. Officers who are cross-commissioned or specially commissioned under this agreement, in addition to abiding by any limitations or satisfying any additional training requirements of the agency with primary geographic or territorial jurisdiction, shall:

- Abide by all state, federal and local law applicable to the agency with primary geographic or territorial jurisdiction;

- Exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when on duty with their employing agency and not when off duty or privately employed;
- Report their presence, in person or by radio or by telephone, to the authorized representative of the agency with primary geographic or territorial jurisdiction;
- Immediately report any arrest, search, seizure or use of force in person to the authorized representative of the agency with primary geographic or territorial jurisdiction.

e) **Subsequent Agreements.** The parties agree that other mutual law enforcement assistance agreements, not inconsistent with this agreement, may and should be executed whenever combined administrative, investigative or enforcement operations are mutually agreed to be tactically and fiscally practical and efficient. Such agreements shall incorporate by reference the terms of this agreement. In the event of conflict in the interpretation of this and subsequent agreements, the provisions of this agreement shall control unless expressly agreed otherwise by the parties to the subsequent written agreement.

3. **Commencement, Effective Dates and Duration.** This agreement shall become effective on the date the agreement is executed by at least two parties and shall renew automatically on the 1<sup>st</sup> days of each following January thereafter unless terminated in accordance with the provisions of paragraph 14, below, PROVIDED, that the consent to the exercise of authority, given in accordance with paragraph 2(c) hereof, shall be for the term or tenure of the consenting chief law enforcement officer unless earlier revoked.

4. **Parties.** This agreement contemplates the participation of law enforcement agencies within the Oregon Counties of Hood River, Wasco and Sherman and Gilliam and law enforcement agencies within the Washington Counties of Skamania and Klickitat. Subject to the terms for commencement and termination, the parties eligible for participation in this agreement include, but are not necessarily limited to:

Hood River County, Oregon  
City of Hood River

Hood River County Sheriff

Wasco County, Oregon  
City of The Dalles

Wasco County Sheriff



Sherman County, Oregon

Sherman County Sheriff

Skamania County, Washington  
City of North Bonneville

Skamania County Sheriff

Klickitat County, Washington  
City of Goldendale  
City of White Salmon  
City of Bingen

Klickitat County Sheriff

Oregon State Police

5. **Joint Administration.** No new or separate legal or administrative entity is created by this agreement. This agreement shall be administered by a Board comprised of the chief law enforcement officers of each signatory law enforcement agency or his or her designee. Upon the commencement of this agreement by its execution by at least two parties, those parties may designate a specific member, officer or agent, to act as administrator of this and related mutual law enforcement assistance agreements, whose duty it shall be to report annually to the Board concerning the exercise and enjoyment of authority under such agreements. At the conclusion of the first full calendar year in which this agreement is in effect, and annually thereafter, a majority of signatories represented on the Board may designate a specific member, officer or agent, to act as administrator. It shall be the duty of the Board to evaluate the exercise of authority under this and related mutual law enforcement assistance agreements and to recommend reasonable and necessary amendment or modification thereof to their governing or legislative bodies.
6. **Financial Administration.** Financial administration for emergency assistance mutual aid is governed by paragraph 2(a)(iii) of this Master Agreement. The methodology for determining the fair costs of non-emergency assistance mutual aid, for contracting for services, for adjustments to service delivery and compensation therefore, for billing and payments for services, and for the transfer and disposition of capital assets shall be governed by subsequent agreements between participating agencies of this agreement.
7. **Personnel.** No transfer of any personnel between the parties is provided for by this agreement. Each party to this agreement shall continue to provide to its own personnel who may be assigned to render assistance to any other party or who may otherwise exercise or enjoy authority under this agreement the same salaries, compensation for death or disability, retirement and leave, cost of transportation, and other normal fringe benefits as such personnel would receive from that party as their employing agency.

8. **Property.** No transfer of property between the parties or to any third party is provided for by this agreement.

9. **Supervision and Control Over Officers.**

a) **Major Incidents.**

(i) Incident Commander. The sheriff or chief, or their authorized representative legally responsible for police protection at the scene of the major incident shall remain in charge as incident commander or incident coordinator and shall provide general directions to all aiding agency personnel.

(ii) Incident Coordinator. Where the services of the responding agencies are required on a dispersed basis or at several locations, the sheriff or chief, or designated officer in charge for the agency requesting assistance shall be the incident coordinator. The coordinator shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, the coordinator shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the coordinator, shall provide direction to such responding personnel so that the desired effect may result.

(iii) Technical Law Enforcement Units. Technical law enforcement units, such as "Special Weapons and Tactics Teams," "Hostage Negotiation Teams," "Hazardous Devices or Bomb Squads," Drug or drug and vice divisions, multi agency task forces, Gang enforcement units, Canine units, Traffic units, Dive rescue and recovery units and Marine units or other specialized teams, when requested will maintain their unit integrity and will be responsible to an incident commander from their agency. The incident commander will correlate his/her unit's actions with the incident coordinator to achieve the desired results, but shall retain full authority to assign, deploy, and initiate action by his/her unit; and may withdraw his/her unit or request that personnel from other agencies avoid or discontinue activities which, in his/her discretion will compromise or hinder the effective performance of his/her unit.

- b) **Investigative Activity.** Personnel who exercise or enjoy investigative authority under this agreement without prior delegation of direct supervision to another party, shall be deemed to be under the command and control of their employing agency.
  - c) **Exercise of Authority by Consent.** General authority Washington peace officers exercising authority by consent within the primary territorial jurisdiction of another Washington law enforcement agency shall be deemed to be under the command and control of their employing agency.
  - d) **Technical Law Enforcement Units.** Personnel assigned to technical law enforcement units who exercise or enjoy authority by virtue of commissions or special commissions granted under this agreement, despite prior delegation of general supervision to the incident commander, incident coordinator or other authorized representative of another party, shall be deemed to be under the command and control of their employing agency.
10. **Privileges and Immunities.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension relief, disability, workers' compensation insurance and other benefits that apply to the activities of law enforcement personnel when performing their duties within the territorial limits of their employing agencies apply to them and to their employing agencies to the same degree and extent while the officers exercise authority under this agreement.
11. **Liability and Indemnification.** It is understood that this Agreement for mutual aid shall constitute the sole consideration for all requested assistance and during the course of rendering aid the use of personnel or equipment of each party shall be at the risk of that party. Each party hereto shall protect its own employees performing under this Agreement by adequate workers compensation insurance or self-insurance. Each party hereto shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self-insurance to cover claims for injury to persons or damage to property arising from the performance of this Agreement. Each jurisdiction shall be responsible for the acts of its own employees.

Each party, as the employing agency, hereby agrees to indemnify and hold harmless all other parties and their officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the employing agency's personnel in the exercise or enjoyment of this agreement, subject to the following provisions and limitations:

- a) Generally. Except as provided herein, liability for any and all loss, damages, injury, liability suits and proceedings however caused, arising



directly or indirectly from the provision of mutual law enforcement assistance in accordance with this agreement shall be allocated in accordance with ORS 190.476 and/or RCW 10.93.040;

- b) Technical Law Enforcement Units. Notwithstanding the prior delegation of general supervisory control over personnel in technical law enforcement units to an incident commander, incident coordinator or other authorized representative, the duty to indemnify and hold harmless shall remain with the party which is the employing agency of such personnel, except as provided below.
- c) Claims Involving Unauthorized Intentional Conduct. The duty to defend or indemnify, established herein, shall not extend to liability alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the unauthorized intentional conduct of personnel of any other party.
- d) Claims Involving Sole Conduct of Person or Party. The duty to defend or indemnify, established herein, shall not extend to liability alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the sole acts, omissions or negligence of personnel of any other party.
- e) Claims Involving Concurrent Conduct. The duty to defend or indemnify, established herein, shall extend to liability for damages alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the concurrent acts, omissions or negligence of personnel of the parties only to the extent of the actual negligence of such personnel. Notwithstanding the existence of related liability claims against other parties, as to claims of concurrent liability, the duty to defend and indemnify shall extend to the party whose personnel's actual conduct, act or omission is agreed by the parties or later determined to have been the direct cause of the injury to persons or damage to property which is the subject matter of the claim.
- f) Claims by Personnel of Party. Each party shall indemnify and hold harmless the other parties for liability for damages alleged or found to have arisen out of bodily injury to its personnel arising directly or indirectly out of the exercise or enjoyment of authority under this agreement. As to such claims against any other party, its officers or agents, each of the parties to this agreement specifically and expressly waive any immunity that may be granted them under the workers' compensation laws of the States of Oregon or Washington.
- g) Property of the Parties. No party to this Master Agreement shall be obligated to reimburse any other party for use of personnel or equipment,

except that, in the event of emergency assistance in a major incident, the requesting agency shall retain responsibility for all extraordinary equipment, materials and supplies, including reasonable subsistence expenses, in accordance with paragraph 2(a)(iii) hereof.

- h) Notice of Claims or Actions. If any party receives notice of claim, suit or action arising from the exercise or alleged exercise of authority under this Agreement, such party shall promptly notify in writing the administrator designated by the Board in accordance with paragraph 5, above, and/or all other parties who are or may be affected by such notice of claim, suit or action.
- i) The indemnification requirements contained herein are subject to the limitations contained in the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-.300).

The indemnification provided herein shall include all costs of defending any suit, including attorney fees.

- 12. **Reporting.** Any exercise of investigative authority under this agreement must meet the notification requirements set forth in paragraph 2, as well as the reporting requirements of ORS 190.474 and/or RCW 10.93.030, as now enacted or hereafter amended. In addition, copies of reports relating to the exercise of authority shall be provided to the administrator designated by the Board.
- 13. **Media Relations.** In the event the actual exercise or enjoyment of authority pursuant to this Agreement results in a press conference, press release or other media relation involving any party, said party shall provide notice thereof, together with copies of briefings, releases or other similar documents, to the chief law enforcement officer or authorized representative of any other affected party.
- 14. **Termination.** Any party herein shall have the right to terminate this Agreement for any reasons whatsoever upon giving the other parties thirty (30) days written notice in advance of the date sought for such termination; PROVIDED, that the terms and conditions of this Agreement shall continue in full force and effect for the duration of any subsequent or subsequently amended mutual law enforcement assistance agreements to which this Agreement applies on the date of notice of termination and, PROVIDED, that, as to such party, any obligation or liability arising directly or indirectly from an occurrence prior to the date sought for such termination shall not be excused and, PROVIDED FURTHER, that this agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.
- 15. **Dispute Resolution.** In the event of a dispute between any parties regarding the exercise or enjoyment of authority under this agreement, the dispute and options for its resolution shall be reviewed, first, by chief law enforcement officers and,

second, by the designee of the governing or legislative body of the affected agencies. Any decision of the affected parties regarding the dispute shall be final as between those parties and shall be communicated in writing to the designated administrator of the Board. Any dispute, controversy or claim of breach arising out of or related to this agreement, which cannot be resolved by the affected parties, shall be referred, first, to the designated administrator and, second to the Board for mediation. The designated administrator or mediator(s) appointed by a majority of the Board shall review the dispute, controversy or claim and options for its resolution. Any action taken or decision made in informal consultation or mediation shall be subject to ratification by the governing or legislative body of the affected public agencies. Any dispute, controversy or claim of breach which cannot be resolved by mediation, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in ORS Chapter 36 or RCW Chapter 7.04, as the case may be, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Assignment/Subcontracting.** No party to this agreement shall transfer or assign, in whole or in part, any right or obligation created under this agreement.
17. **No Third Party Beneficiary.** By execution of this agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.
18. **Non-Discrimination.** In the exercise and enjoyment of authority under this agreement, no party shall discriminate against any personnel because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, any physical, mental or sensory disability, or actual or perceived sexual orientation.
19. **Notice.** Any notices to be given under this agreement shall be sufficient when delivered, postage prepaid, and addressed (a) to the affected party or parties at the address(es) listed on their signature page of this agreement and (b) to the designated administrator at such address as he or she may from time to time provide to the parties.
20. **Waiver.** No waiver by any party of any term or condition of this agreement, or prior agreements ratified hereby, shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
21. **Incorporation/Ratification of Pre-existing Mutual Law Enforcement Assistance Agreements.** Any pre-existing mutual law enforcement assistance agreements between two or more parties to this Agreement, identified in Appendix I to the signature page of each affected party and attached as exhibits to such appendices, are incorporated herein as if fully set forth in this agreement. As between the affected parties, such agreements remain in full force and effect.



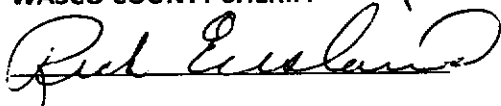
22. **Priority of Documents and Construction.**

- a) Pre-existing Agreements. Subject to paragraph 24, below, all terms and conditions of this Agreement, not inconsistent with the provisions of any pre-existing mutual law enforcement agreement between two or more parties hereto, shall control over such pre-existing agreement. In case of conflict between the terms of this agreement and the provisions of a pre-existing mutual law enforcement assistance agreement between two or more parties hereto, as to those parties the specific provisions of the pre-existing agreements shall control over this agreement.
- b) Subsequent Agreements, Subsequently Amended Agreements. Subject to paragraph 24, below, all terms and conditions of this Agreement, shall control over inconsistent provisions of any subsequent mutual law enforcement assistance agreements or subsequent amendment to any mutual law enforcement assistance agreement between two or more parties hereto, Provided, However, that the parties may agree that specifically identified terms and conditions of this Agreement shall be superseded, in which case, the specific provisions of the subsequent mutual law enforcement assistance agreement or amended law enforcement assistance agreement shall control over the specified provisions of this Agreement.

- 23. **Entire Agreement.** This agreement, combined with the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements, contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no other prior agreements shall be effective to the contrary.
- 24. **Amendment.** The provisions of this agreement may be amended with the mutual consent of the parties or, in the case of pre-existing agreements, by the affected parties. However, no additions to, or alterations of, the terms of this agreement shall be valid unless made in writing and formally approved and executed by all of the parties hereto.
- 25. **Document Execution and Filing.** By execution of this agreement, each party represents that it has authority to act and that it has submitted, or will submit, this agreement for review and filing as may be required by the laws of Oregon or Washington.
- 26. **Severability.** If any section or part of this agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this agreement.

EXECUTED on the day and year first written below.

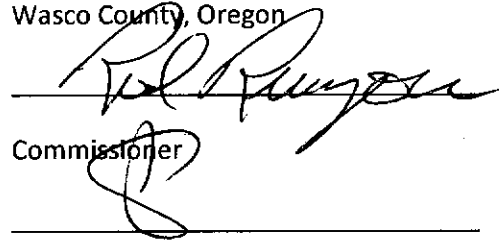
**WASCO COUNTY SHERIFF**



Rick Eiesland

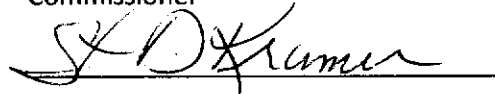
**Board of County Commissioners**

Wasco County, Oregon



Commissioner

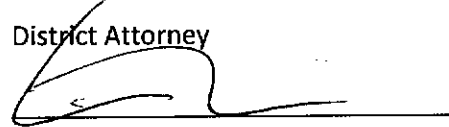
Commissioner



Commissioner

Approved as to form:

District Attorney



Address for Notice:

Rick Eiesland, Sheriff

Wasco County Sheriff's Office

511 Washington Street, Suite 102

The Dalles, OR 97058

Clerk to the Board



EXECUTED on this 21<sup>st</sup> day of December, 2016.

**WASCO COUNTY SHERIFF**

**WASCO COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Lane Magill, Sheriff

Date: \_\_\_\_\_

\_\_\_\_\_  
Rod L. Runyon, Commission Chair

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

\_\_\_\_\_  
Steven D. Kramer, County Commissioner

Approved as to form:

ATTEST:

Wasco County Counsel

\_\_\_\_\_  
Kristen Campbell

\_\_\_\_\_  
Kathy White, Assistant to the Board

Address for Notice:

Lane Magill, Sheriff  
Wasco County Sheriff's Office  
511 Washington Street  
The Dalles, OR 97058

## **Discussion Item**

### **ORMAP Award**

- [Award Letter](#)
- [Contract 3582-16](#)
- [Signature Confirmation](#)





# Oregon

Kate Brown, Governor

**Department of Revenue**  
**Property Tax Division**  
955 Center St NE  
PO Box 14380  
Salem, OR 97309-5075  
[www.oregon.gov/dor](http://www.oregon.gov/dor)

November 30, 2016

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

Dear Mr. Granville

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2017 through December 31, 2017.

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

Contract Number:		
Task	Deliverable	Award Amount
1	102 Control Points	\$ 12,240.00
2	1,200 Taxlots	\$ 42,000.00
Total		\$ 54,240.00

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

Best wishes for a successful project.

With regards,

Bram N. Ekstrand  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: County Assessor  
DOR Finance Department  
File

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #3582-16**

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

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

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

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

**I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$54,240.00** (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **December 31, 2017** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **January 31, 2018**.

## II. DISBURSEMENTS.

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

### III. REPRESENTATIONS AND WARRANTIES

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

### IV. CONDITIONS TO DISBURSEMENT

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



## V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.
- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.
- Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))

- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

## VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.

B. Termination Because of Non-Appropriation or Project Ineligibility.

1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or
2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
5. The County violates any other provision of this Agreement.

- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.



- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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

DEPARTMENT:

State of Oregon, acting by and through its  
Department of Revenue  
Authorized Agency Signature

By: \_\_\_\_\_  
Toni Payseno, Contracts & Procurement Manager

COUNTY:

Wasco County

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

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

# EXHIBIT A

## AWARD LETTER COUNTY GRANT PROPOSAL



# Oregon

Kate Brown, Governor

**Department of Revenue  
Property Tax Division**

955 Center St NE

PO Box 14380

Salem, OR 97309-5075

[www.oregon.gov/dor](http://www.oregon.gov/dor)

November 30, 2016

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

Dear Mr. Granville

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2017 through December 31, 2017.

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Contract Number:		
Task	Deliverable	Award Amount
1	102 Control Points	\$ 12,240.00
2	1,200 Taxlots	\$ 42,000.00
Total		\$ 54,240.00

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

Best wishes for a successful project.

With regards,

Bram N. Ekstrand  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: County Assessor  
DOR Finance Department  
File



# ORMAP Grant Application

Section I. County and Grant Information			
A. County: Wasco		B. Funding Cycle: Fall 2016	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 X 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$54,240	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail
Wasco County is seeking \$54,240 remap 1200 taxlot polygons and capture 102 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. This is the 2nd phase of a multi-year project.			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
X	Tax Lot Conversion	1200 polygons in 2N 13E	
X	Tax Map Conversion	Index maps in 2N 13E containing 1500 polygons	
X	Control Points	102 control points collected by the Surveyor in preparation for County remapping of 1N 13E Sections 4 - 8	
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
June 30, 2017			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Control Points	102	\$120	\$12,240
Tax lot remapping	1200	\$35	\$42000
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Wasco County Surveyor	GPS equipment, computers, vehicle with gear		
Wasco County Assessor & GIS staff, map research and review	\$6000		
Total Match	\$6000		
A. Assessor's Signature & Date:	See file Copy		
F. Fiscal Coordinator – Name & Contact Number:	Tyler Stone, County Administrator 541.506.2520		
G. Project Coordinator – Name & Title:	Tycho Granville GIS Coordinator		

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

### **Section III. Detail Project Information –Answer all questions**

#### **A. Overview**

**1. Describe what the project is trying to accomplish.**

This project will be used to remap 1500 polygons (using control points captured with the last grant) and collect an additional 102 control points in preparation for continuing the remapping in follow-on grants. At the completion of the entire project Wasco County tax lots will meet ORMAP technical specifications consistent with Goal 6.

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

Remapping of 2N 13E - 1500 of 2198 polygons with their associated index maps (76 maps in total, number to be determined by Lane County and Wasco County surveyor. The final 698 polygons and associated index maps will be remapped in a subsequent grant.

Capture of 102 control points in 1N 13E Sections 4 - 8 (enough for all 34 index maps and 1712 polygons)

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

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

Contract #3543-16: Current project, expected completion date June 2017.

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

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

A. Review existing documents

B. The Surveyor will research control points in the office.

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

**5. Describe the project deliverables.**

Tax maps containing 1200 polygons meeting ORMAP technical specifications and Oregon Department of Revenue cartographic specifications.

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

**6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.**

Wasco County Surveyor will collect the control points.

Lane County Information Services will perform the tax lot remapping.

Wasco County GIS and Assessor staff will provide assistance with locating general location of preferred points and QC on final products.

**7. How will the county cartographer integrate the deliverables into the County’s maintenance plan?**

Lane County Information Services maintains the tax lot maps for Wasco County. This project will have no impact on maintenance

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

Control point collection and remapping of tax lots will begin in January 2017 with completion in June 2017.

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

No.

**10. Describe any innovations utilized by this project.**

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

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

Wasco County Assessor & GIS Staff - \$6000 (Wasco County)

County Surveyor - \$12,240 (Grant)

Lane County remapping - \$42,000 (Grant)

**B. Quality Control**

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

Wasco County Surveyor

**2. Will county cartography staff review the deliverables?**

No. Deliverables will be reviewed by Lane County Information Services

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

If requested

**4. Describe QC procedures.**

Survey control points will meet County survey specifications for mapping.

County staff will review each map is provided by Lane County information services by visually inspecting the map. The new product will be compared to previous maps and inconsistencies will be investigated.

**C. Project Detail**

**1. Is this project an "edge matching project"? If so, how much of the county boundary will be in a and No.**

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

Yes. This is the 2nd phase of a planned multi-year project.

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

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

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

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

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

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

No.

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

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

**D. Data Availability**

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

Yes -

GIS Framework Data License - signed 2005

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

Wasco County GIS Cadastral Data Sharing License Agreement v3.0 – signed 2016

**2. Identify any data restrictions or licensing issues.**

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

**E. Background Information**

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

This project continues Wasco County on the path to having all of its tax lots meet ORMAP specifications. It is expected to take at least 6 years depending on funding from ORMAP and our in-house capacity (see below).

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

The original collection area was chosen for being both close to the surveyor's office and having a mix of urban and rural areas. This allowed us to get a clearer picture of the actual costs and time involved with the surveyor's portion of the remapping. As it turned out, the surveyors were able to collect points at a (somewhat) lesser price than originally estimated. We are using the extra funding to collect control points for 4S 13E (per an addendum sent out in September 2016)

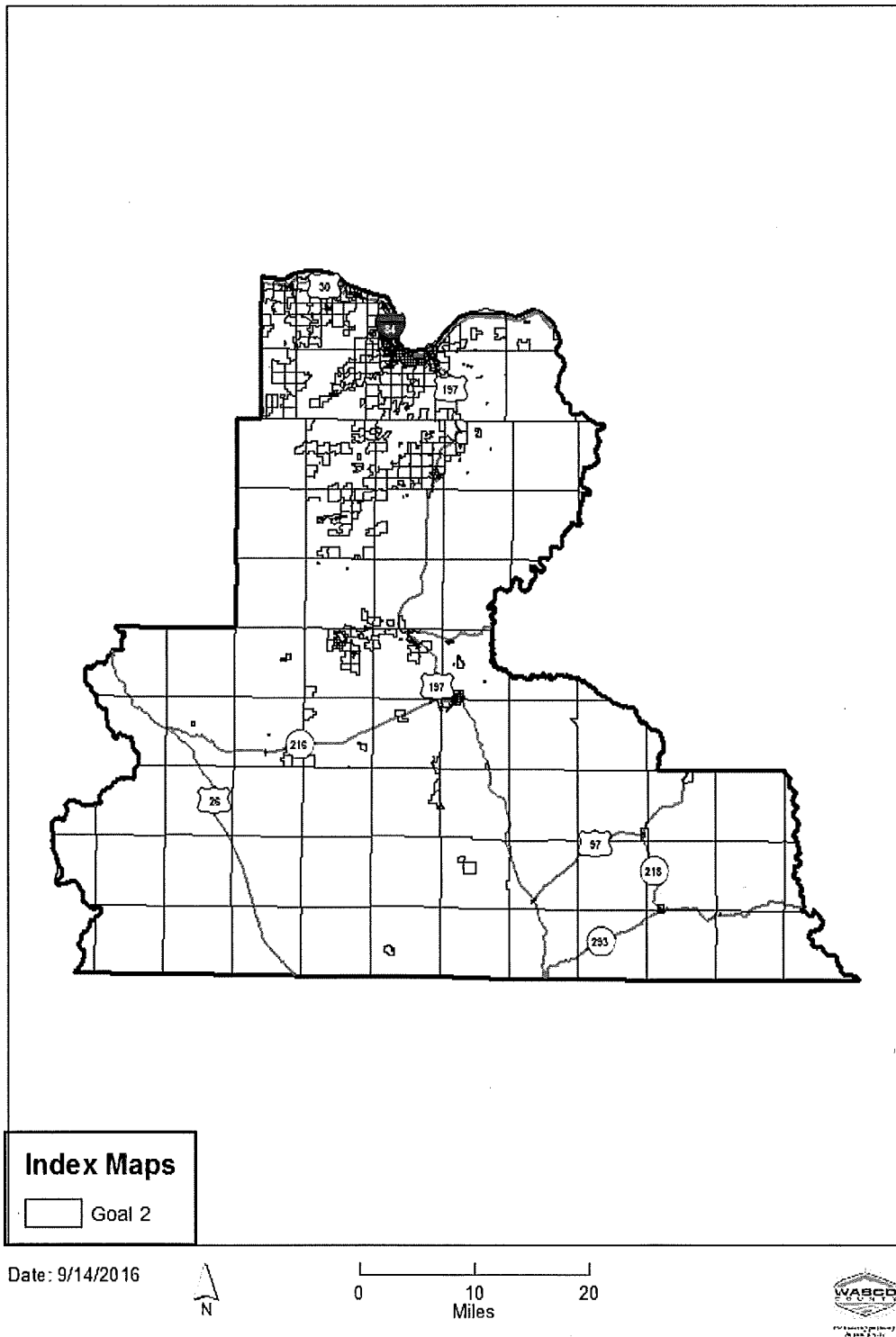
With this grant, the surveyors will collect control points for 5 Sections within the 1N 13E Township. This encompasses an additional area of The Dalles adjacent to and south of our spring 2016 project area. This will also be somewhat of a pilot project in that our vendor (Lane County) will begin the actual remapping of the tax lots. This will give us a chance for Lane County and our surveyors to work directly together and iron out any issues that may appear in this project. This will give us a better idea of the actual workload for each entity and determine if we have the capacity to remap a greater number of tax lots per grant cycle.

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

**F. Other Issues - Please identify.**

None.

Wasco County  
ORMAP Goal Status





## G. Racial and Ethnic Impact Statement

### RACIAL AND ETHNIC IMPACT STATEMENT

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

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☐ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

☐ Women  
☐ Persons with Disabilities  
☐ African-Americans  
☐ Hispanics  
☐ Asians or Pacific Islanders  
☐ American Indians  
☐ Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

☐ Women  
☐ Persons with Disabilities  
☐ African-Americans  
☐ Hispanics  
☐ Asians or Pacific Islanders  
☐ American Indians  
☐ Alaskan Natives

3. ☒ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 21st day of September, 20 16, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: /s/ Rod L. Runyon

Printed Name: \_\_\_\_\_ Title: Chair, Wasco County Board of Commissioners

<sup>1</sup>"Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

**Submit completed forms to:**

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



<b>TO:</b>	<b>Toni Payseno, Procurement and Contracts Manager</b> Oregon Department of Revenue 955 Center St. NE Salem, OR 97301 Phone: (503) 945-8463 Fax: (503) 945-8382
<b>FROM:</b>	
Phone:	
Fax:	
Date:	
Pages including this cover page:	
<b>SUBJECT:</b>	<b>Contract #3582-16 Wasco County Grant Agreement</b>

I (signature) \_\_\_\_\_, (title) \_\_\_\_\_,

received a copy of the Oregon Department of Revenue (Agency) Contract #3582-16,  
between Wasco County and Agency via e-mail from Toni Payseno on December 5, 2016. I  
certify by signature that I signed the Contract on \_\_\_\_\_, 2016 without  
change from the electronically transmitted document. A copy of the signature page from  
this

**Discussion Item**  
**Spanish Classes Update**

- [No Documents have been submitted for this item:](#)  
[Return to Agenda](#)

## **Discussion List**

### **Blue Zones**

- [Introductory Email](#)



Hi all,

First of all, I know I don't have everyone on this email, David Edwards, Karen Joplin, and any others you see missing that needs to be on this message. I guess my contact list is not as expansive as it needs to be.

Anyway, a few of us will be on a phone call with Blue Zones this Friday morning at 9:30. It sounds like our application is in the top 3 out of the original 7 Blue Zones community applications. A major part of this phone call will be to see if we can actually come up with at least \$200K annual match. Here is the list of partners that I have gotten the impression, strong or otherwise, that will be willing to "pony-up" to meet the local funding match:

City of The Dalles

MCMC

Wasco County

One Community Health

Providence

Gorge Health Council

PacificSource

Hood River City

Hood River County

Maybe others.....Google, Insitu...?

It's time that we put a number on our desire/commitment. What say you, partners? Are we going to do this?

PLEASE RESPOND. Otherwise, this will be a dead deal.

Thanks,

John

**Discussion List**  
**Columbia River System Operations**  
**Comment Period**

- [Topic Guide](#)



## Open House Guide

Today's meeting is to provide you with detailed information on the process we are undertaking, the current system operations, and how the system is used to meet multiple purposes. It is important because we want to make sure you have the information you need to share your ideas on what we should consider in the environmental impact statement (EIS). The EIS will evaluate and update the Agencies' (U.S. Army Corps of Engineers, Bureau of Reclamation, and Bonneville Power Administration) approach to long-term system operations and dam configuration through a thorough analysis of alternatives to current practices.

Please stop by and watch the video, then visit with the subject matter experts we have brought along. They are prepared to provide you more information on the following topics:



### **NEPA**

Public participation in the development of an EIS is required by the National Environmental Policy Act (NEPA). The public is encouraged to comment and provide feedback on the potential impacts of Columbia River System Operations (CRSO) operations and configurations.



### **Cultural Resources**

The Agencies seek input regarding steps to avoid, minimize, or mitigate adverse effects that would result from changes in system operations as required under the National Historic Preservation Act.



### **System Overview**

The Columbia River Basin is a large and complex system that supports regional and tribal economies, wildlife, flood risk management, hydropower, navigation, irrigation, recreation, water quality, and fish migration.



### **Flood Risk Management**

Flooding associated with natural weather events in the past had severe consequences. The CRSO provides for flood control through storage and release operations at dams and reservoirs.



### **Hydropower**

The CRSO provides hydropower energy, and is a flexible and sustainable energy resource that provides energy to meet continuous and peak demand needs.



### **Irrigation**

The Bureau of Reclamation delivers irrigation water to the Columbia Basin Project and other smaller projects. This irrigation water supports crops such as grapes, hops, fruit trees, potatoes, sweet corn, onions, and alfalfa.



### **Navigation**

The Columbia River System supports both commercial and recreational vessel navigation. Recreational boaters can enjoy the entire river system, and commercial goods can be transported between the Pacific Ocean and inland ports in Washington and Idaho.





#### **Fish and Wildlife Conservation**

The Agencies implement fish and wildlife conservation, protection, and mitigation activities in compliance with the Endangered Species Act, Clean Water Act, and the Northwest Power Act.



#### **Recreation**

Residents in the Northwest enjoy many recreational opportunities associated with Federal project reservoirs and lands throughout the Columbia River Basin.



#### **Climate Change**

The Columbia River Basin will continue to have fluctuations in temperature and snowpack, which require adaptation to these changing conditions in the future.



#### **Water Quality**

Water quality is important for the health of aquatic species that reside in Columbia River Basin waters. The Agencies operate the Columbia River Basin dams to manage temperatures and total dissolved gas, and monitor other water quality parameters such as nutrients and dissolved oxygen.



#### **Endangered Species Act Listed Fish and Lamprey Information**

Partnerships among government and tribal entities, non-governmental and private organizations are critical to restoring healthy salmon runs and securing the economic and cultural benefits they provide.



#### **CRSO Projects**

Authorized purposes for CRSO dams include flood control, navigation, hydropower, irrigation, recreation, and support fish & wildlife.

The U.S. Army Corps of Engineers, Northwestern Division, Bureau of Reclamation, and Bonneville Power Administration (collectively, the Agencies) are the co-leads in preparation of an EIS under NEPA on CRSO operations and configurations for 14 Federal projects in the interior Columbia Basin. The Agencies request your assistance in gathering information that will help define the issues, concerns, and the scope of alternatives addressed in the EIS. Information will be gathered from interested parties during the scoping period beginning September 30, 2016, and ending January 17, 2017.

The Agencies welcome your comments, suggestions, and information that may inform the scope of issues, potential effects, and range of alternatives evaluated in the EIS. Comments may also be submitted at public scoping meetings at the Comment station.

**Comments or inquiries can also be submitted:**

By online comment submission: <http://www.crso.info>

By email to [comment@crso.info](mailto:comment@crso.info)

By mail addressed to:

U.S. Army Corps of Engineers, Northwestern Division,  
Attn: CRSO EIS, P.O. Box 2870, Portland, OR 97208-2870.



5 yrs  
Process

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 21, 2016**

**CONSENT AGENDA**

1. [Minutes:](#)
2. [Reappointments](#)



## **Consent Agenda Item Minutes**

- [12.7.2016 Regular Session](#)
- [12.8.2016 Work Session](#)



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 7, 2016

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

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance noting that it is Pearl Harbor Day – 75<sup>th</sup> Anniversary.

Additions to the Discussion List:

- David Jacobs retirement.
- Columbia River System Operations Comment Period.

<b>Department Reports – County Clerk</b>
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County Clerk Lisa Gambée provided the Board with an elections recap saying that her office certified the general election results on November 23<sup>rd</sup> with a 78.3% turnout – just under the 2012 level. She stated that the turnout was 86.7% of democrats voted, 89.6% of republicans voted and 57.7% of non-affiliated voters voted.

Ms. Gambée stated that although some states do not require a hand count, in Oregon County Clerks must hand count a designated precinct for selected election results. She reported that for all three selected races, they found only one miscounted ballot out of a total of 641 ballots in the designated precinct.

Ms. Gambée went on to say that she has been working with Mr. Stone to evaluate

options for tabulating votes in future elections; the County's current ballot counter is aging out. She said that they are looking at Clear Ballot, a software system, purchasing a used counting machine or purchasing a new counting machine.

Commissioner Hege asked if our voting was consistent with the State results. Ms. Gambee replied that our turnout was just below the State average; she does not know how our local results compared to the State results.

#### **Public Comment**

Walter Dimstead expressed his concern regarding a recent local, widespread phone outage. He stated that he is not alone in his concern especially in regard to 9-1-1 communications. He asked for the Board's reaction to the event and what plans are being made to respond to future events that may occur.

Chair Runyon replied that there are ongoing meetings with adjoining counties and emergency services. He observed that the event affected at least 5 counties.

Mr. Dimstead asked if the EOC was activated. Commissioner Hege replied that it was; he believes they started at about 2:00 a.m. He added that as staff works through evaluating and responding to findings, there will likely be reports to the Board at public session.

Commissioner Kramer agreed, saying that Emergency Manager Juston Huffman and Sheriff Magill were heavily involved and there will be an after-action report.

#### **Discussion Item – David Jacobs Retirement**

ODF Unit Forester David Jacobs announced that he will be retiring as of noon on Friday, December 9<sup>th</sup>. He stated that he has been with the Oregon Department of Forestry for 35 years in Hood River and Wasco County. He said that he has appreciated the working relationship he has had with the County.

Mr. Jacobs introduced Kristin Dodd as his replacement, saying that he has spent the past two weeks with her for a smooth transition. He noted that her husband is from this area so she is familiar with it.

Chair Runyon stated that Mr. Jacobs' record is remarkable; the County appreciates all the time he has put into the community. .

Ms. Dodd said that she has big shoes to fill. She stated that she has been with ODF for

18 years and with the District for eight years, mostly out of Prineville. She added that Mike Shaw replaced George Pont as District Forester; she will make sure to get him here to meet the Board.

Commissioner Hege said that in the past the Board has gone on tours and he would like to see that happen again so that the Board is aware of the issues and challenges for ODF in the County.

Mr. Jacobs said that he has worked individually with members of the Board and it has been a good relationship. Commissioner Kramer noted that those relationships are on-going, pointing out that he is currently working with Stewardship Forester Chet Behling to improve forest health on a piece of County-owned land.

The Board welcomed Ms. Dodd and thanked Mr. Jacobs, congratulating both.

<b>Discussion List – National Scenic Bikeway Letter of Support</b>
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Planning Director Angie Brewer said that she has asked that local emergency services be included in this discussion and planning process. She said she has not had a chance to reach out to them as yet, but will make sure that they are aware.

Commissioner Kramer stated that this is an ongoing project with Susie Miles in the lead; Travel Oregon is also involved along with Public Works Director Arthur Smith and Ms. Brewer. He said that he thinks Ms. Miles is covering most bases and is now at the point in the process where she needs to gather letters of support. He stated that the safety factor is important and discussions around that are ongoing. He noted that the group had talked about educating locals but he insisted that they also include education for cyclists – especially those coming in out of the area; they need to be educated and carry some responsibility for their own safety. He said that there was agreement on that point and the group is working toward that goal.

Commissioner Hege observed that this has been a multi-step process and the Board has previously expressed support for the project. He stated that Maupin, like many of our small cities, has a centralized industry; this designation would enhance their economy and they are excited about it.

Commissioner Kramer read the letter of support into the record:

Tourism is becoming an increasingly important part of a healthy Wasco County economy and we welcome cyclists for whom we can offer a unique biking experience.

Designation as a scenic bikeway would make this a destination for cyclists not only in our region but throughout the country.

The proposed 33-mile loop will take riders through river canyons descending to waterfalls, through farmlands and along riverbanks. Along the way, cyclists will enjoy stunning views of Mt. Hood, a wide array of High Desert flora and fauna. With 300 days of sunshine, there are many opportunities to enjoy all that makes North Central Oregon unique. In addition, the loop provides a peek into history as the route passes by century-old farms, former mill towns, ancient Native American grounds and petroglyphs. With a climb that starts at 853 feet and rises to 1730 feet followed by a pleasant descent into Tygh Valley and then winding along the White River past Sherar's Falls back to Maupin, this loop – rideable in either direction – offers a beautiful and unique experience worthy of designation as a scenic bikeway.

Wasco County enthusiastically supports the Sherar's Falls Scenic Bikeway application for designation as a National Scenic Bikeway.

**\*\*\*The Board was in consensus to provide a letter of support for the Sherar's Falls National Scenic Bikeway application.\*\*\***

Ms. Gambie stated that the South Wasco Alliance also supports this application and has provided a letter. She said it is important to attract tourism beyond fishing and rafting. She added that the concern of the citizens is the safety of the cyclists. She stated that guidance through our Planning and Public Works Departments will be very helpful; we need to know what concrete actions can be taken on both sides to help ensure safety.

Mr. Stone asked if we have looked at how much of this bikeway is on County roads and what we can do for safety. Public Works Director Arthur Smith responded that he has looked at the proposed bikeway. He stated that there is not money of widening the road but the program will provide funding for signage, striping and kiosks. He said that if Wasco County chooses to encourage this, people need to understand that these are shared roadways . . . agriculture and auto traffic also use these same roads. He went on to say that good roads have been selected – Juniper Flats is wide. However, the path back to Tygh Valley is narrow and winding in some spots.

Mr. Stone stated that with our mission to Pioneer Pathways to Prosperity, we need to look for dollars to widen road for both tourism and agriculture.

Ms. Brewer restated that the scenic designation will only pay for signage and striping. She pointed out that although the designation does not trigger a review, there are implications and things to be considered. She said that her department will try to facilitate that as much as possible.

#### **Discussion List – RFQ Submission Opening**

Chair Runyon opened the only submission received for the Owner's Rep contract for the Mid-Columbia Center for Living's CDBG project to build a mental health clinic in The Dalles. Mr. Stone stated that although the project is MCCFL's, only cities or counties can be the recipient of CDBG funds. He said that as part of the project, we are looking for an owner's rep to manage the project from design through construction.

Chair Runyon provided the opened submission to Mr. Stone who reported that it is from Cumming Construction Management with a bid of \$112,640. He stated that the bid will be evaluated.

#### **Agenda Item – Investment Resolution**

Finance Director Mike Middleton explained that the resolution designation was generated from the bank rather than the County; therefore, there is no number assigned to it. He stated that this is permission to submit for and open an account. He said that we currently do not do outside investing; if we choose to do so, this will create a mechanism for that. He went on to say that this does not commit the County to anything; it just opens the account and allows us to move forward with the conversation about investments. He said that is a conversation that will happen when the new Treasurer is on board.

Chair Runyon applauded Mr. Middleton's efforts, saying that the Board asked for this years ago.

Mr. Middleton replied that the intent is to move forward slowly to create a sound strategy. He reported that there are entities that specialize in government investment; we will work with them.

Mr. Stone commented that we haven't even dipped our toes into the investment waters; this will be an ongoing process over the next year as we on board the new Treasurer. He went on to say that they will also be reviewing the investment policy and will be bringing that to the Board in the future.



Commissioner Hege responded that he is very happy to hear that – this has been a long time coming.

**{{{Commissioner Hege moved to approve the US Bank Investment Resolution for Wasco County. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Discussion List – Introduction: City of The Dalles Planning Director**

Steve Harris came forward to introduce himself as the new City of The Dalles Planning Director. Ms. Brewer announced that they have already had a couple of good meetings. Mr. Harris said he has been here for two months and previously worked in California and New Mexico. He reported that after 36 years, he had retired last year but came out of retirement to take this job. He stated that he and his family have vacationed in this area for a number of years and thought it would be a good fit for them. He said that he is looking forward to working with the County – there are a lot of opportunities for collaboration.

The Board welcomed Mr. Harris to Wasco County. Commissioner Hege commented that The Dalles Mayor speaks very favorably of Mr. Harris. He asked for Mr. Harris' assessment of the urban growth boundary. Mr. Harris replied that it is challenging; he is hopeful that the upcoming Gorge Commission process and the resulting changes will be helpful.

Commissioner Hege noted that in the past the City Planning Director has been the Enterprise Zone Manager but that will not be the case going forward. He asked to confirm that Matthew Klebes will now be taking on that role. Mr. Harris confirmed that Mr. Klebes, Assistant to the City Manager, will be the Enterprise Zone Manager.

Chair Runyon invited Mr. Harris to come back before the Board at any time to maintain good communications. He noted that more than half of the County's population resides in The Dalles; the Board is interested in what is going on.

**Consent Agenda – 11.2.2016 and 11.10.2016 Minutes**

Ms. Brewer interjected that the Planning Commission had recently met and discussed the transcripts provided by the court reporter for their Union Pacific Railroad Application public hearings. They found some errors. Commissioner Hege noted that in the staff report there were a number of things that were not completely clear. Ms. Brewer stated that we cannot change the transcript but the Planning Commission found

some gaps, typos and some lack of context. She said that the Planning Commission wanted to flag those items for clarity.

Discussion ensued regarding how to complete the record to more accurately reflect what occurred. The Board chose to table a vote on the minutes until they could more carefully review the transcript and add commentary.

#### **Discussion List – Columbia River System Operations Comment Period**

Commissioner Kramer reported that yesterday he had attended a meeting about this process which involves the Bonneville Power Administration, the Army Corps of Engineers and the Bureau of Reclamation. They have a five-year window to provide an impact statement to address 14 issues (see attached handout). He stated that the County has until January 17, 2017 to make statements for the record and wants the Board to consider doing so. He reported that Klamath County has suggested that we look at this carefully in light of what has happened in their county. He stated that there is more information on the website listed on the handout.

Further discussion ensued resulting in the Board's request that this be added to the December 21<sup>st</sup> agenda for further discussion and to the January 4<sup>th</sup> session for possible approval of a commentary letter to be submitted for the record.

#### **Commission Call**

Chair Runyon reminded everyone that today is Pearl Harbor Day. He said that at the National Monument in Washington D.C. they expect twenty-two World War II Veterans, eight of which were at Pearl Harbor.

Rodger Nichols said that it has just been announced in Goldendale that the Wall That Heals will be on display right after the solar eclipse; it is 240 feet long.

Commissioner Kramer reported that the AOC Conference went well and Chair Runyon is now our AOC Treasurer which places a representative from the eastern Oregon Counties on the AOC Board.

Chair Runyon reported that a Wasco County staff member gave a presentation on the Wasco County culture at AOC. He stated that Ms. White provided a well-done presentation. Ms. White responded that what was really amazing was the number of Wasco County management team members that showed up to support the presentation, including members of the Board. Ms. Gambee added that it was also

amazing to hear the response from other counties.

Chair Runyon stated that he told the story several times and gave out pins; we talk about breaking down silos, creating cross-functional teams, etc. – it is amazing and has been emailed around the state. Commissioner Kramer reported that we will be getting a request from AOC to present at an upcoming meeting.

Chair Runyon announced that at the AOC Veterans Committee meeting next Monday, he will be bringing a presentation about a trip across America for veterans; it will be shown to officials from the Veterans Department of Affairs.

Chair Runyon adjourned the meeting at 10:03 a.m.

<b>Summary of Actions</b>
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**Motions Passed**

- **To approve the US Bank Investment Resolution for Wasco County.**

**Consensus**

- **To provide a letter of support for the Sherar's Falls National Scenic Bikeway application.**

Wasco County  
Board of Commissioners

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Rod L. Runyon, Board Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS  
WORK SESSION – NORCOR FUNDING  
DECEMBER 8, 2016

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

At 11:09 a.m. Chair Runyon opened a Work Session of the Board of Commissioners and asked Youth Services Director Molly Rogers to present. Ms. Rogers reviewed the memo included in the work session packet. She said that over the past 18 months the NORCOR Board has focused on creating consistency to foundational funding. The facility was opened in 1997 with a 50/40/5/5 percentage funding formula with the four member counties, Wasco, Hood River, Sherman and Gilliam, contributing an assigned portion of the funds. She stated that the formula has been challenging for counties. Mr. Stone noted that sometimes the formula was applied to the number of beds and sometimes to the costs.

Ms. Rogers went on to say that Sherman and Gilliam County, both with much smaller populations than Wasco and Hood River Counties, struggled for a number of years but when wind energy came to their counties with the associated tax revenue, it alleviated the stress on their budgets. Wasco County struggled with it in the early 2000's when a new formula was applied and mediators were brought in to help find a solution. At that time there was a discussion around the possibility of a taxing district. Doug Gough, who had written the NORCOR construction bond, outlined three options: a permanent

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 7, 2016  
PAGE 2

taxing district, a renewable tax levy or a one-time bond; the NORCOR Board focused on the permanent taxing district. She explained that the construction bond could not be used for operational costs and was retired this year. She added that the taxing district, if passed by the district voters, would automatically include all four counties while a levy could be passed either by the district or by individual counties.

Ms. Rogers explained that in recent history Wasco County has paid between \$1.8 and \$2.5 million annually to fund NORCOR. The cost of the construction bond to tax payers has been 26¢ per \$1,000 of assessed value and that is what is being proposed as the taxing rate. It is a good time to go out for the district as people are already used to seeing that on their tax bill; based on the median value of homes in Wasco County, the average property owner would pay about \$80 per year. Because of the way NORCOR was established as a government corrections entity, the vote would be district wide – it could be defeated in one or two of the counties and still pass for the district, in which case the tax would be imposed in all four counties.

Ms. Rogers continued by saying that the NORCOR Board asked for a cost/benefit analysis and feedback from the four member counties. She stated that the benefits and costs are:

Benefits

- The construction bond matured this property tax year – so timing would not create a perception of a “new” tax.
- Creates a permanent tax base for NORCOR to provide a minimum level of funding,
- Minimal fiscal impact to citizens,
- Affirms ongoing support and commitment to the NORCOR regional jail and detention facility,
- Assist with consistency during local county economic changes or fiscal constraints,
- Codifies the funding formula using the 50/40/5/5,
- Provides regional commitment to public safety, and
- Decreases county general fund obligations to allow more funding discretion.

Costs

WASCO COUNTY BOARD OF COMMISSIONERS  
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- Property taxes of any amount have an impact on property owners,
- Each of the four counties would have to pass the measure independently to impose taxes on the respective constituents,
- Increases in permanent taxes may impact development within the region,
- Counties are already responsible for the funding of NORCOR,
- Potential implications to other taxing levies or districts through compression,
- Percentage ratio of taxes are not distributed equally based on the 50/40/5/5 formula.

Ms. Rogers explained that while we are not under compression this year, it can be a factor and is experienced differently in the smaller counties than in the larger counties. One of the questions that has been raised is that if the smaller counties raise more money through the tax than they are required to pay in the formula, will the excess go to the NORCOR general fund or can it be set aside for future years to offset a shortfall. Another issue is how counties respond to making compressed districts whole as when compression happens, it will not impact the corrections district first. It would be up to individual counties to determine how they would respond to the compression issues.

Mr. Stone said that the challenge for Gilliam County is that it could reduce their contribution to zero and the taxing district will create a situation in which they will be contributing more than their required percentage. He said it would be a good idea to evaluate the funding formula in conjunction with the taxing district; one idea is to look at a per capita contribution rather than a straight percentage.

Mr. Stone said that Commissioner Hege had asked that his position be shared with the group; his general feeling is that we need to take it out to the voters even if it is just a partial solution for a mechanism to make NORCOR stable going forward.

Ms. Rogers reported that Sherman County's response was that they feel NORCOR is essential and while they are not excited about a new tax, they will support it if that will help Wasco and Hood River Counties to stabilize NORCOR.

Discussion ensued regarding the compression issue and population formula. Ms. Rogers stated that she did not think Sherman and Gilliam Counties would support the per capita formula as they are already significantly less than 5% of the bodies housed in NORCOR but pay 5% of the cost.



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 7, 2016  
PAGE 4

Finance Director Mike Middleton outlined some impacts of the taxing district to taxpayers and the county budgets. He said that what we would be asking is to make a temporary tax a permanent one which would increase their tax burden but would free up some of the general fund dollars to be applied elsewhere in the budget. In addition, for Wasco County in particular, NORCOR creates jobs.

Ms. Rogers noted that we are only filling 120 of the 212 beds at NORCOR; the assessed value will not even cover personnel costs for the facility - it will just offset some of the general fund burden. The cost of running NORCOR is about \$7 million; the tax would cover approximately 25% of Wasco County's funding requirement under the current formula.

Chair Runyon asked about the possibility of a levy. Ms. Rogers replied that every county has that option whether or not there is a taxing district. She noted that Hood River is already considering that. Mr. Stone said that we might consider a public safety tax levy which would give us flexibility for those funds to be used not only for NORCOR but for other public safety programs. Commissioner Kramer commented that they have that in Deschutes County.

Ms. Rogers stated that this will be presented to NORCOR next Thursday and again in January at which time they will have to make a decision in order to get it on the ballot for May. Mr. Stone suggested that they might want to consider going out for more than 26¢ per \$1,000. In any case, right now there needs to be some sense of what Wasco County wants to do so that information can be brought to the NORCOR Board.

Mr. Stone was called away and returned to report that heavy snowfall has created hazardous road conditions; he stated that it is continuing to snow and will likely get worse. He asked if the Board wanted to consider shutting County offices with the exception of essential personnel.

Commissioner Kramer stated that reports predict 9" of snowfall. He said that his priority concern is the safety of staff, especially those who have to travel outside of The Dalles to get home. Mr. Stone agreed.

**{{{Commissioner Kramer moved to close all County offices except for essential personnel in response to the inclement weather and hazardous road conditions.**

**Chair Runyon seconded the motion which passed unanimously.}}**

Commissioner Kramer said that he would like to see more numbers for the impact to Wasco County. Chair Runyon stated that he thinks we need to do something but would like to see it be in unison with partner counties. He said that he expects each county will take a position at the next NORCOR meeting; Hood River may decide to do their own thing. Ms. Rogers commented that they may see the taxing district as a first step to stabilize funding. She said that she anticipates coming back before the County Boards with what the NORCOR Board decides.

Commissioner Kramer said that he is inclined to echo Commissioner Hege's sentiments with the understanding that he would like more detailed information.

Ms. Rogers said that what she will carry forward to the NORCOR Board as Wasco County's position is that the taxing will provide foundational funding for NORCOR and while it is not what we want, something has to be done to maintain the facility; we want to revisit the formula as a second part of the discussion. Mr. Stone noted that NORCOR is the single biggest expense for the County and he wants to be able to move forward in unison. Commissioner Kramer stated that he wants to make sure we are maintaining public safety.

Mr. Stone asked Mr. Middleton to provide some models on funding before this comes back to the Board.

#### **Department Reports - Planning**

Planning Director Angie Brewer said that the Gorge Commission has announced the launch of their management plan update process; their Director will be before the Board on December 21<sup>st</sup> to talk about that. Ms. Brewer expressed her concern that the process for soliciting feedback from stakeholders is not comprehensive and the ambitious timeline will not allow thoughtful response. She stated that it is important to have a unified message and she has taken it upon herself to begin gathering feedback. She said that it is worth considering expanding that to all six counties to be clear with the message. She asked that the Board contact her with any entities they believe might want a voice in the process. She also asked that they communicate to her with specifics on how they might want that information returned to the Board.

Chair Runyon replied that he might be better able to identify stakeholders if he more

clearly understood some of the issues Ms. Brewer would anticipate. Commissioner Kramer stated that the cities of The Dalles and Mosier would need to be heard. Ms. Brewer responded that she is already working with the planning directors for both cities.

Ms. Brewer pointed out that the Gorge Commission is statutorily required to update their plan every ten years. She stated that she is trying to provide a service to the region which will also have benefits to the Gorge Commission as they move through their process. She added that redundancy will not hurt as we will be competing with voices outside of our region due to the national resource status of the area. She said that this is an amazing opportunity.

Commissioner Kramer stated that as far as information coming back to the Board, he thinks summaries will be good. Mr. Stone noted that it may be important for the Board to carry some of this messaging and that will come to them at the appropriate time.

Chair Runyon added that the Commissioners can also offer support and attend meetings when it would be beneficial. Commissioner Kramer concurred, saying that they will be there to support whenever needed.

Further discussion ensued regarding a recent radio interview in which a citizen questioned treaty rights regarding access for traditional uses of land and their ability to cross through private property in order to gain that access. Ms. Brewer stated that there is more to this issue than she knows but it is her understanding that the tribes have the right to cross in any area in order to access land for any usual, traditional, religious or cultural practice uses. She said that it is very complicated in our area as we have multiple sovereign nations occupying the same space. She noted that if the Union Pacific Railroad application decision is appealed to the Gorge Commission, this aspect may be tested.

Commissioner Kramer thanked Chair Runyon for the time to hold the work session saying that he found it very useful.

Chair Runyon closed the session at 12:45 p.m.

<b>Summary of Actions</b>
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**Motions Passed**

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 7, 2016  
PAGE 7

- **To close all County offices except for essential personnel in response to the inclement weather and hazardous road conditions.**

Wasco County  
Board of Commissioners

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Rod L. Runyon, Board Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

## **Consent Agenda Item**

### **Reappointments**

- [Wasco County Budget Committee](#)
- [Mt. Hood Economic Alliance](#)
- [Wasco County Economic Development District](#)
- [Hospital Facility Authority Board](#)
- [Local Public Safety Coordinating Council](#)
- [Mid-Columbia Council of Governments Board of Directors](#)
- [Fort Dalles Museum Commission](#)
- [North Central Public Health District Board of Health](#)
- [NORCOR Budget Committee](#)
- [Wasco County Planning Commission](#)
- [Wildland Urban Interface Classification Committee](#)
- [Watershed Councils](#)
- [Wasco County Weed Council](#)
- [Wasco County Fair Board](#)
- [Wasco County Forest Collaborative Group](#)

**Consent Agenda**  
**Wasco County Budget Reappointments**

- [Order 16-068 Reappointing Wasco County Finance Director as Budget Officer](#)
- [Order 16-086 Reappointing Pat Davis to Wasco County Budget Committee](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT       )  
OF WASCO COUNTY'S FINANCE DIRECTOR       ) ORDER  
AS WASCO COUNTY'S BUDGET OFFICER       ) #16-068

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 Wasco County's Finance  
Director is qualified to be reappointed to serve as the Wasco County Budget  
Officer.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the Wasco County Finance Director be and is hereby reappointed as the Wasco County Budget Officer; said term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
PAT DAVIS TO THE WASCO COUNTY BUDGET ) ORDER #16-086  
COMMITTEE. )

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

IT APPEARING TO THE BOARD: That Pat Davis' term on the Wasco  
County Budget Committee will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Pat Davis is willing and  
is qualified to be reappointed to the Wasco County Budget Committee for another  
term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Davis be and is hereby reappointed to the Wasco County Budget Committee; said term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Consent Agenda**  
**Mt. Hood Economic Alliance Reappointments**

- [Order 16-093 Reappointing Steve Kramer](#)
- [Order 16-094 Reappointing Ken Bailey](#)

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

IN THE MATTER OF THE REAPPOINTMENT )  
OF STEVE KRAMER TO THE MT. HOOD ) ORDER  
ECOMONIC ALLIANCE . ) #16-093

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 Steve Kramer's term on the Mt.  
Hood Economic Alliance will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Steve Kramer is  
willing and is qualified to be reappointed to the Mt. Hood Economic Alliance.



NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Kramer be and is hereby reappointed to the Mt. Hood Economic Alliance; said term to expire on December 31, 2018.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT )  
OF KEN BAILEY TO THE MT. HOOD ) ORDER  
ECOMONIC ALLIANCE . ) #16-094

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 Ken Bailey's term on the Mt.  
Hood Economic Alliance will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Ken Bailey is willing  
and is qualified to be reappointed to the Mt. Hood Economic Alliance.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Bailey be and is hereby reappointed to the Mt. Hood Economic Alliance; said term to expire on December 31, 2018.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Consent Agenda**  
**Wasco County Economic Development**  
**Commission Reappointments**

- [Order 16-114 Reappointing Joan Silver](#)
- [Order 16-115 Reappointing Nan Wimmers](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF JOAN )  
SILVER TO THE WASCO COUNTY ECONOMIC ) ORDER  
DEVELOPMENT COMMISSION POSITION #10 ) #16-114

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 Joan Silver's appointment to the  
Wasco County Economic Development Commission expires on December 31, 2016;  
and

IT FURTHER APPEARING TO THE BOARD: That Joan Silver is willing  
and is qualified to be reappointed to the Wasco Economic Development  
Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Joan Silver be  
and is hereby reappointed to the Wasco County Economic Development  
Commission in Position #10; said term to expire on December 31, 2020.

DATED this 21<sup>st</sup> Day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steve Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF NAN )  
WIMMERS TO THE WASCO COUNTY ECONOMIC ) ORDER  
DEVELOPMENT COMMISSION POSITION #10 ) #16-115

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 Nan Wimmers's appointment to  
the Wasco County Economic Development Commission expires on December 31,  
2016; and

IT FURTHER APPEARING TO THE BOARD: That Nan Wimmers is  
willing and is qualified to be reappointed to the Wasco Economic Development  
Commission.



NOW, THEREFORE, IT IS HEREBY ORDERED: That Nan Wimmers be  
and is hereby reappointed to the Wasco County Economic Development  
Commission in Position #6; said term to expire on December 31, 2020.

DATED this 21<sup>st</sup> Day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steve Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Consent Agenda**  
**Wasco County Hospital Facility**  
**Authority Board Reappointment**

- [Order 16-104 Reappointing Scott Hege](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF )	
SCOTT HEGE TO THE WASCO COUNTY )	ORDER
HOSPITAL FACILITY AUTHORITY BOARD )	#16-104
OF DIRECTORS )	

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

IT APPEARING TO THE BOARD: That under ORS 441.540 the  
Board of Commissioners shall appoint a Hospital Facility Board of Directors;  
and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's  
appointment to the Hospital Facility Board of Directors expires December 31,  
2016; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Consent Agenda**  
**Local Public Safety Coordinating Council**  
**Reappointments**

- [Order 16-072 Reappointing Tara Koch](#)
- [Order 16-073 Reappointing Rod Runyon](#)
- [Order 16-074 Reappointing Barbara Seatter](#)
- [Order 16-075 Reappointing Bryan Brandenburg](#)
- [Order 16-076 Reappointing Andrew Carter](#)
- [Order 16-077 Reappointing Donna McClung](#)
- [Order 16-078 Reappointing Molly Rogers](#)
- [Order 16-079 Reappointing Teri Thalhofer](#)
- [Order 16-080 Reappointing Janet Stauffer](#)
- [Order 16-081 Reappointing Pat Shortt](#)
- [Order 16-082 Reappointing Lane Magill](#)
- [Order 16-083 Reappointing Eric Nisley](#)
- [Order 16-084 Reappointing Thomas Peachey](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
TARA KOCH TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-072

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Tara Koch's term as  
an At-Large member of the Wasco County Local Public Safety Coordinating Council  
will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Tara Koch is willing and is qualified to be reappointed to an At-Large position on the Wasco County Local Public Safety Coordinating Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Tara Koch be and is hereby re-appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



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

IN THE MATTER OF THE REAPPOINTMENT OF )  
ROD RUNYON TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-073

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Rod Runyon's Term  
on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Rod Runyon is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the County Commissioner Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rod Runyon be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2015.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
BARBARA SEATTER TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-074

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Barbara Seatter's  
Term on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Barbara Scatter is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Mental Health Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Barbara Scatter be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2015.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
BRYAN BRANDENBURG TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-075

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Bryan Brandenburg's  
appointment as an At-Large Member of the Local Public Safety Coordinating Council  
expires on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Bryan Brandenburg is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent an At-Large position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bryan Brandenburg be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2015.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
ANDREW CARTER TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-076

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Andrew Carter's  
Term on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Andrew Carter is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the City Representative Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Andrew Carter be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



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

IN THE MATTER OF THE REAPPOINTMENT OF )  
DONNA MC CLUNG TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-077

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Donna Mc Clung's  
Term on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Donna Mc Clung is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the non-voting Oregon Youth Authority Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Donna Mc Clung be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
MOLLY ROGERS TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-078

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Molly Rogers's Term  
on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Molly Rogers is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Juvenile Department Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Molly Rogers be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
TERI THALHOFER TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-079

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Teri Thalhofer's  
Term on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Teri Thalhofer is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the Public Health Director Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Teri Thalhofer be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
JANET STAUFFER TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-080

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Janet Stauffer's Term  
on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Janet Stauffer is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the State Court Judge Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Janet Stauffer be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



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

IN THE MATTER OF THE REAPPOINTMENT OF )  
PAT SHORTT TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-081

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Pat Shortt's Term on  
the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Pat Shortt is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the non-voting Oregon State Patrol Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Shortt be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE APPOINTMENT OF )  
LANE MAGILL TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-082

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Lane Magill's Term  
on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Lane Magill is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the County Sheriff's position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lane Magill be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
ERIC NISLEY TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-083

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Eric Nisley's term on  
the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Eric Nisley is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the District Attorney Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Eric Nisley be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
THOMAS PEACHEY TO THE WASCO COUNTY ) ORDER  
LOCAL PUBLIC SAFETY COORDINATING COUNCIL ) #16-084

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

IT APPEARING TO THE BOARD: That the governing body of Wasco  
County, Oregon, is required by ORS 423.560 to appoint individuals to represent  
specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Thomas Peachey's  
Term on the Wasco County Local Public Safety Coordinating Council will expire on  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Thomas Peachey is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council to represent the City Representative Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Thomas Peachey be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council for a term to expire on December 31, 2017.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



**Consent Agenda**  
**Mid-Columbia Council of Governments Board**  
**of Directors Reappointments**

- [Order 16-091 Reappointing Steve Lawrence](#)
- [Order 16-092 Reappointing Steve Kramer](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
STEVE LAWRENCE TO THE MID-COLUMBIA ) ORDER  
COUNCIL OF GOVERNMENTS BOARD ) #16-091  
OF DIRECTORS )

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 Steve Lawrence's term on the Mid-  
Columbia Council of Governments Board of Directors expires in December 31,  
2016; and

IT FURTHER APPEARING TO THE BOARD: That Steve Lawrence is  
willing and is qualified to be reappointed to the Mid-Columbia Council of  
Governments Board of Directors as Wasco County's cities representative on the  
Mid-Columbia Council of Governments' Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Lawrence  
be and is hereby reappointed to the Mid-Columbia Council of Governments Board  
of Directors as Wasco County's cities representative; said term to expire on  
December 31, 2018.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
STEVEN KRAMER TO THE MID-COLUMBIA ) ORDER  
COUNCIL OF GOVERNMENTS BOARD ) #16-092  
OF DIRECTORS )

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: Commissioner Steven Kramer's term  
on the Mid-Columbia Council of Governments Board of Directors will expire  
December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner  
Kramer is willing and is qualified to be reappointed to the Mid-Columbia Council of  
Government's Board of Directors.

IT FURTHER APPEARING TO THE BOARD: That Steven Kramer is willing and is qualified to be appointed to the Mid-Columbia Council of Governments Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steven Kramer be and is hereby reappointed to the Mid-Columbia Council of Governments Board of Directors; said term to expire on December 31, 2018.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

---

Scott C. Hege, County Commissioner

---

Kristen Campbell  
Wasco County Counsel

---

Steven D. Kramer, County Commissioner

**Consent Agenda**  
**Wasco County/The Dalles Museum**  
**Commission Reappointments**

- [Order 16-105 Reappointing Elizabeth Wallis](#)
- [Order 16-106 Reappointing Dalia Thompson](#)

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )	
ELIZABETH WALLIS TO THE WASCO COUNTY/ )	ORDER
THE DALLES MUSEUM COMMISSION. )	#16-105

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 Court being present; and

IT APPEARING TO THE COURT: That Elizabeth Wallis' appointment to the Wasco County/The Dalles Museum Commission expires on December 31, 2016; and

IT FURTHER APPEARING TO THE COURT: That Elizabeth Wallis is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Elizabeth Wallis be and is hereby reappointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel



IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )	
DALIEA THOMPSON TO THE WASCO COUNTY/)	ORDER
THE DALLES MUSEUM COMMISSION. )	#16-106

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 Court being present; and

IT APPEARING TO THE COURT: That Daliea Thompson's appointment to the Wasco County/The Dalles Museum Commission expires on December 31, 2016; and

IT FURTHER APPEARING TO THE COURT: That Daliea Thompson is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dalia Thompson be and is hereby reappointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

**Consent Agenda**  
**North Central Public Health District Board of**  
**Health Reappointment**

- [Order 16-117 Reappointing Scott Hege](#)

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

IN THE MATTER OF THE APPOINTMENT OF )  
SCOTT HEGE TO THE NORTH CENTRAL ) ORDER  
PUBLIC HEALTH DISTRICT BOARD ) #16-117  
OF DIRECTORS )

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 FURTHER APPEARING TO THE BOARD: That Commissioner Hege's  
appointment to the North Central Public Health District Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing  
and is qualified to be reappointed to the North Central Public Health District Board  
of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the North Central Public Health District Board of Directors; said term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Scott C. Hege, County Commissioner

---

Kristen Campbell  
Wasco County Counsel

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Steve D. Kramer, County Commissioner

**Consent Agenda**  
**NORCOR Budget Committee Reappointment**

- [Order 16-107 Reappointing Steve Lawrence](#)

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

IN THE MATTER OF THE REAPPOINTMENT )  
OF STEPHEN LAWRENCE TO THE NORCOR ) ORDER  
BUDGET COMMITTEE ) #16-107

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 Stephen Lawrence's appointment  
to the Northern Oregon Regional Correctional (NORCOR) Facility Budget  
Committee will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Stephen Lawrence is  
willing and is qualified to be reappointed to the NORCOR Budget Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Stephen Lawrence  
be and is hereby reappointed to the NORCOR Budget Committee; said term to  
expire on December 31, 2016.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



**Consent Agenda**  
**Wasco County Planning Commission**  
**Reappointment**

- [Order 16-108 Reappointing Vicki Ashley](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
VICKI ASHLEY TO THE WASCO COUNTY ) O R D E R  
PLANNING COMMISSION, POSITION #2. ) #16-108

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 Vicki Ashley's appointment to  
the Wasco County Planning Commission expires on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Vicki Ashley is  
willing and is qualified to be reappointed to the Wasco County Planning  
Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vicki Ashley  
be and is hereby reappointed to the Wasco County Planning Commission,  
Position #1; said term to expire on December 31, 2020.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Consent Agenda**  
**Wasco County Wildland Urban Interface**  
**Classification Committee Reappointments**

- [Order 16-112 Reappointing Robert Palmer](#)
- [Order 16-113 Reappointing Scott Hege](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
ROBERT PALMER TO THE WASCO COUNTY WILDLAND ) ORDER  
URBAN INTERFACE CLASSIFICATION COMMITTEE ) #16-112

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

IT APPEARING TO THE BOARD: That the Oregon Department of  
Forestry requests three appointees to the Wasco County Wildland Urban Interface  
Classification Committee; and

IT FURTHER APPEARING TO THE BOARD: That Robert Palmer's  
appointment to the Wasco County Wildland Urban Interface Classification  
Committee will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Robert Palmer is willing and is qualified to be reappointed to the Wildland Urban Interface Classification Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Robert Palmer be and is hereby reappointed to the Wildland Urban Interface Classification Committee; said term to expire on December 31, 2020.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Scott C. Hege, County Commissioner

---

Kristen Campbell, County Counsel

---

Steve D. Kramer, County Commissioner

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
SCOTT HEGE TO THE WASCO COUNTY WILDLAND ) ORDER  
URBAN INTERFACE CLASSIFICATION COMMITTEE ) #16-113

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

IT APPEARING TO THE BOARD: That the Oregon Department of Forestry requests three appointees to the Wasco County Wildland Urban Interface Classification Committee; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's appointment to the Wasco County Wildland Urban Interface Classification Committee will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be reappointed to the Wildland Urban Interface Classification Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Wildland Urban Interface Classification Committee; said term to expire on December 31, 2020.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Scott C. Hege, County Commissioner

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Kristen Campbell, County Counsel

---

Steve D. Kramer, County Commissioner



## **Consent Agenda**

### **Watershed Council Reappointments**

- [Order 16-095 Reappointing Jim Reedj – Mosier WSC](#)
- [Order 16-096 Reappointing Peter Dalke – Mosier WSC](#)
- [Order 16-097 Reappointing Kenneth Lite – Mosier WSC](#)
- [Order 16-098 Reappointing Susan Gabay – Mosier WSC](#)
- [Order 16-099 Reappointing Bruce Lumper – The Dalles WSC](#)
- [Order 16-100 Reappointing John Nelson – The Dalles WSC](#)
- [Order 16-101 Reappointing Mark Popoff – The Dalles WSC](#)
- [Order 16-102 Reappointing Roy Groce – White River WSC](#)
- [Order 16-103 Reappointing Kenneth Martin – White River WSC](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
JIM REED TO THE ) O R D E R  
MOSIER WATERSHED COUNCIL ) #16-095

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

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

IT FURTHER APPEARING TO THE BOARD: That Jim Reed's term  
on the Mosier Watershed Council will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Jim Reed is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jim Reed be and is hereby reappointed to the Mosier Watershed Council for a term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
PETER DALKE TO THE ) O R D E R  
MOSIER WATERSHED COUNCIL ) #16-096

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

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

IT FURTHER APPEARING TO THE BOARD: That Peter Dalke's  
term on the Mosier Watershed Council will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Peter Dalke is  
willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Peter Dalke  
be and is hereby reappointed to the Mosier Watershed Council for a term to  
expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
KENNETH LITE TO THE ) O R D E R  
MOSIER WATERSHED COUNCIL ) #16-097

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

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

IT FURTHER APPEARING TO THE BOARD: That Kenneth Lite's  
term on the Mosier Watershed Council will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Kenneth Lite is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kenneth Lite be and is hereby reappointed to the Mosier Watershed Council for a term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
SUSAN GABAY TO THE ) O R D E R  
MOSIER WATERSHED COUNCIL ) #16-098

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

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

IT FURTHER APPEARING TO THE BOARD: That Susan Gabay's  
term on the Mosier Watershed Council will expire on December 31, 2016; and



IT FURTHER APPEARING TO THE BOARD: That Susan Gabay is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Susan Gabay be and is hereby reappointed to the Mosier Watershed Council for a term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
BRUCE LUMPER TO THE ) O R D E R  
THE DALLES WATERSHED COUNCIL ) #16-099

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

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

IT FURTHER APPEARING TO THE BOARD: That Bruce Lumper's  
term on the The Dalles Watershed Council will expire on December 31, 2016;  
and

IT FURTHER APPEARING TO THE BOARD: That Bruce Lumper is willing and is qualified to be reappointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bruce Lumper be and is hereby reappointed to the The Dalles Watershed Council for a term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
JOHN NELSON TO THE ) O R D E R  
THE DALLES WATERSHED COUNCIL ) #16-100

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

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

IT FURTHER APPEARING TO THE BOARD: That John Nelson's  
term on the The Dalles Watershed Council will expire on December 31, 2016;  
and

IT FURTHER APPEARING TO THE BOARD: That John Nelson is willing and is qualified to be reappointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Nelson be and is hereby reappointed to the The Dalles Watershed Council for a term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
MARK POPOFF TO THE ) O R D E R  
THE DALLES WATERSHED COUNCIL ) #16-101

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

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

IT FURTHER APPEARING TO THE BOARD: That Mark Popoff's  
term on the The Dalles Watershed Council will expire on December 31, 2016;  
and

IT FURTHER APPEARING TO THE BOARD: That Mark Popoff is willing and is qualified to be reappointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mark Popoff be and is hereby reappointed to the The Dalles Watershed Council for a term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
ROY GROCE TO THE ) O R D E R  
WHITE RIVER WATERSHED COUNCIL ) #16-102

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

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

IT FURTHER APPEARING TO THE BOARD: That Roy Groce's term  
on the White River Watershed Council will expire on December 31, 2016; and



IT FURTHER APPEARING TO THE BOARD: That Roy Groce is willing and is qualified to be reappointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Roy Groce be and is hereby reappointed to the White River Watershed Council for a term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
KENNETH MARTIN TO THE ) O R D E R  
WHITE RIVER WATERSHED COUNCIL ) #16-103

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

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

IT FURTHER APPEARING TO THE BOARD: That Kenneth Martin's  
term on the White River Watershed Council will expire on December 31, 2016;  
and

IT FURTHER APPEARING TO THE BOARD: That Kenneth Martin is willing and is qualified to be reappointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kenneth Martin be and is hereby reappointed to the White River Watershed Council for a term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

**Consent Agenda**  
**Wasco County Weed Council Reappointments**

- [Order 16-118 Reappointing Carolyn Wright](#)
- [Order 16-119 Reappointing John Clausen](#)
- [Order 16-120 Reappointing Sherry Holliday](#)
- [Order 16-121 Reappointing Keith Smith](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT	)	
OF CAROLYN WRIGHT TO THE	)	ORDER
WASCO COUNTY WEED COUNCIL	)	#16-118

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 Court being present; and

IT APPEARING TO THE BOARD: That Carolyn Wright's term on the  
Wasco County Weed Council will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Carolyn Wright is  
willing and is qualified to be reappointed to the Wasco County Weed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Carolyn Wright be and is hereby reappointed to the Wasco County Weed Council; said term to expire on December 31, 2020.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT )  
OF JOHN CLAUSEN TO THE ) ORDER  
WASCO COUNTY WEED COUNCIL ) #16-119

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 Court being present; and

IT APPEARING TO THE BOARD: That John Clausen's term on the  
Wasco County Weed Council will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That John Clausen is  
willing and is qualified to be reappointed to the Wasco County Weed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Clausen  
be and is hereby reappointed to the Wasco County Weed Council; said term to  
expire on December 31, 2020.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT	)	
OF SHERRY HOLLIDAY TO THE	)	ORDER
WASCO COUNTY WEED COUNCIL	)	#16-120

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 Court being present; and

IT APPEARING TO THE BOARD: That Sherry Holliday's term on the  
Wasco County Weed Council will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Sherry Holliday is  
willing and is qualified to be reappointed to the Wasco County Weed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Sherry  
Holliday be and is hereby reappointed to the Wasco County Weed Council; said  
term to expire on December 31, 2020.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT	)	
OF KEITH SMITH TO THE	)	ORDER
WASCO COUNTY WEED COUNCIL	)	#16-121

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 Court being present; and

IT APPEARING TO THE BOARD: That Keith Smith's term on the  
Wasco County Weed Council will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Keith Smith is  
willing and is qualified to be reappointed to the Wasco County Weed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Keith Smith  
be and is hereby reappointed to the Wasco County Weed Council; said term to  
expire on December 31, 2020.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

**Consent Agenda**  
**Wasco County Fair Board Reappointments**

- [Order 16-089 Reappointing Cynthia Kortge](#)
- [Order 16-090 Reappointing Colleena Tenold-Sauter](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
CYNTHIA KORTGE TO THE WASCO COUNTY ) ORDER  
FAIR BOARD. ) #16-089

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 Cynthia Kortge's term on the  
Wasco County Fair Board will expire on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Cynthia Kortge is  
willing and is qualified to be reappointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Cynthia Kortge be  
and is hereby reappointed to the Wasco County Fair Board; said term to expire on  
December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

---

Scott C. Hege, County Commissioner

---

Kristen Campbell, County Counsel

---

Steven D. Kramer, County Commissioner

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
COLLEENA TENOLD-SAUTER TO THE WASCO ) ORDER  
COUNTY FAIR BOARD. ) #16-090

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 Colleena Tenold-Sauter's term on  
the Wasco County Fair Board expired on December 31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Colleena Tenold-  
Sauter is willing and is qualified to be reappointed to the Wasco County Fair Board.



NOW, THEREFORE, IT IS HEREBY ORDERED: That Colleena Tenold-Suater be and is hereby reappointed to the Wasco County Fair Board; said term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

---

Scott C. Hege, County Commissioner

---

Kristen Campbell, County Counsel

---

Steven D. Kramer, County Commissioner

**Consent Agenda**  
**Wasco County Forest Collaborative Group**  
**Steering Committee Reappointment**

- [Order 16-111 Reappointing Jeremy Thompson](#)

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 THOMPSON TO THE WASCO COUNTY ) ORDER  
FOREST COLLABORATIVE GROUP STEERING ) #16-111  
COMMITTEE )

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

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

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

IT FURTHER APPEARING TO THE BOARD: That Jeremy Thompson's appointing to the Wasco County Forest Collaborative Group Steering Committee will expire on December 31, 2016; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeremy Thompson be and is hereby reappointed to serve on the Wasco County Forest Collaborative Group Steering Committee as the State Agencies Representative; said term to expire on December 31, 2019.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Scott C. Hege, County Commissioner

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Kristen Campbell  
Wasco County Counsel

---

Steven D. Kramer, County Commissioner

## **Agenda Item**

### **Elections Certifications**

- [Wasco County Elections Certification Letter](#)
- [Wasco County Elections Summary Report](#)
- [South Wasco County Park and Recreation District  
Certification Letter](#)
- [South Wasco County Park and Recreation District  
Summary Report](#)



CLERK'S OFFICE

511 Washington St, Ste 201 • The Dalles, OR 97058  
p: [541] 506-2530 • f: [541] 506-2531 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

*Pioneering pathways to prosperity.*

November 23, 2016

Kathy White, Executive Assistant  
Wasco County Board of County Commissioners  
County Courthouse  
The Dalles, OR 97058

Dear Kathy,

Please find certified copies of the official abstract from our office for the election held on November 8, 2016. Not later than the 30<sup>th</sup> day after receiving this copy the County is required to canvass the abstracts and to determine the results of the election and declare the results (ORS 255.295). I have also included the abstract of votes from the May 17, 2016, Primary at which Steve Kramer and Jill Filla Amery were elected.

Thanks,

*Lisa Gambee*

Lisa Gambee, Wasco County Clerk

ABSTRACT AND RESULTS APPROVED BY:



DATE:

## SUMMARY REPORT

Wasco County, Oregon  
General Election  
November 8, 2016

(Final Results)

Run Date:11/23/16 03:04 PM

## VOTES PERCENT

## Sheriff

## Vote for 1

Lane Magill. . . . .	8,371	98.26
WRITE-IN. . . . .	148	1.74
Over Votes . . . . .	2	
Under Votes . . . . .	3,646	

## Clerk

## Vote for 1

Lisa C Gambee . . . . .	7,241	99.18
WRITE-IN. . . . .	60	.82
Over Votes . . . . .	2	
Under Votes . . . . .	4,864	

## Treasurer

## Vote for 1

Elijah Preston. . . . .	7,043	98.82
WRITE-IN. . . . .	84	1.18
Over Votes . . . . .	1	
Under Votes . . . . .	5,039	

I, Lisa Gambee, Wasco County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 8, 2016 General Election.

Dated this 23<sup>rd</sup> day of November 2016.

Lisa Gambee

Lisa Gambee  
Wasco County Clerk



## SUMMARY REPORT

Wasco County, Oregon

Primary Election

May 17, 2016

NONPARTISAN

Run Date:06/03/16 10:03 AM

	VOTES	PERCENT
Judge of the Supreme Court, Position 4		
Vote for 1		
Rives Kistler . . . . .	3,679	98.92
WRITE-IN. . . . .	40	1.08

Judge of the Supreme Court, Position 5		
Vote for 1		
Jack L Landau . . . . .	3,709	98.80
WRITE-IN. . . . .	45	1.20

Judge of the Court of Appeals, Pos. 2		
Vote for 1		
Rebecca Duncan. . . . .	3,727	99.07
WRITE-IN. . . . .	35	.93

Judge of the Court of Appeals, Pos. 3		
Vote for 1		
Darleen Ortega. . . . .	3,796	99.11
WRITE-IN. . . . .	34	.89

Judge of the Court of Appeals, Pos. 7		
Vote for 1		
Meagan A Flynn. . . . .	3,759	99.13
WRITE-IN. . . . .	33	.87

Judge of the Circ. Crt., 7th Dis., Pos. 2		
Vote for 1		
Janet L Stauffer . . . . .	4,459	98.50
WRITE-IN. . . . .	68	1.50

Judge of the Circ. Crt., 7th Dis., Pos. 4		
Vote for 1		
John A Wolf. . . . .	4,152	98.72
WRITE-IN. . . . .	54	1.28

District Attorney, Wasco County		
Vote for 1		
Eric J Nisley . . . . .	3,708	92.77
WRITE-IN. . . . .	289	7.23

Commissioner Position #2		
Vote for 1		
Rodger Nichols. . . . .	2,772	45.65
Steve Kramer . . . . .	3,276	53.95
WRITE-IN. . . . .	24	.40

	VOTES	PERCENT
Assessor		
Vote for 1		
Jill Filla Amery . . . . .	3,948	98.92
WRITE-IN. . . . .	43	1.08

33-85 City of Shaniko		
Vote for 1		
Yes . . . . .	8	57.14
No. . . . .	6	42.86







CLERK'S OFFICE

511 Washington St, Ste 201 • The Dalles, OR 97058  
p: [541] 506-2530 • f: [541] 506-2531 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

*Pioneering pathways to prosperity.*

November 23, 2016

Kathy White, Executive Assistant  
Wasco County Board of County Commissioners  
County Courthouse  
The Dalles, OR 97058

Dear Kathy,

Please find certified copies of the official abstract from our office for the election held on **November 8, 2016**, which contains the positions for the newly formed South Wasco Park and Recreation District. Not later than the 30<sup>th</sup> day after receiving this copy the **County (as the current governing body of the District)** is required to canvass the abstracts and to determine the results of the election and declare the results (ORS 255.295).

Thanks,

*Lisa Gambee*

Lisa Gambee, Wasco County Clerk

ABSTRACT AND RESULTS APPROVED BY:



DATE:

## SUMMARY REPORT

Wasco County, Oregon  
General Election  
November 8, 2016

(Final Results)

Run Date:11/23/16 03:05 PM

## VOTES PERCENT

## Director SOUTH WASCO PARK &amp; RECREATION

Vote for 5

Joe E Holub. . . . .	659	20.02
Bill Brackman . . . . .	629	19.11
Frank Veenker . . . . .	639	19.41
Brian Manning . . . . .	654	19.87
Valerie L Manning. . . . .	663	20.14
WRITE-IN. . . . .	48	1.46
Over Votes . . . . .	10	
Under Votes . . . . .	3,473	

I, Lisa Gambee, Wasco County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 8, 2016 General Election.

Dated this 23<sup>rd</sup> day of November 2016.

Lisa Gambee  
Wasco County Clerk



**Agenda Item**  
**Recess to District Meetings**

- [Wasco County 4-H & Extension Service District Board Packet](#)
- [Wasco County Library Service District Board Packet](#)

**Agenda Item**  
**ActOn Software Agreement**

- [Clickwrap Master Services Agreement](#)

# CLICKWRAP MASTER SERVICES AGREEMENT

Last updated: July 25, 2016

**By agreeing to this Clickwrap Master Services Agreement (“Agreement”) you represent that you have the right to bind your organization (“Customer”) to its terms and conditions. If you do not have such right you should not agree to this Agreement or use the Services.**

## 1 Ordering

Customer may order from Act-On (a) rights to access and use Act-On’s online service including any add-ons or modules (collectively the “Services”) and/or (b) related professional services (collectively, “Professional Services”). The specifics of each Customer order will be set forth on order forms or similar documents agreed to by the parties (“Order Forms”). Each Order Form constitutes a binding commitment to purchase the items described on such Order Form under this Agreement. All Order Forms are incorporated herein by reference.

## 2 License Rights and Restrictions

**2.1 Scope and Access Rights.** Customer may access and use the Services in accordance with and subject to any restrictions set forth in this Agreement and other documents expressly referenced herein. Subject to the terms and conditions of this Agreement, Act-On hereby grants to Customer and its designated users (“Users”) a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right to (a) access and use the Services for Customer’s business purposes in accordance with Act-On’s published technical documentation made available by Act-On (collectively, “Documentation”); and (b) use the Documentation in connection with the Services. If the Order Form indicates that Customer is an Agency (as defined in the Order Form) then Customer may use the Services for the benefit of its customers, subject to the

restrictions set forth in the Order Form. The Services will include an interface component (“Interface”) to allow individual users and administrators designated by Agency Customers (“Agency Users”) to configure and manage the Services. Each Agency User will be provided access to and use of the Interface. Customer is responsible for ensuring the security and confidentiality of all access credentials and for all liabilities incurred through use of the Services by Users and Agency Users.

**2.2 Restrictions.** Except as otherwise permitted hereunder, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Services, except to the extent such restriction is not permitted by law; (b) distribute, transfer, sublicense, or otherwise make available the Services (or any portion thereof) to third parties other than Users, or as otherwise provided herein; (c) use the Services in violation of the Documentation or any applicable law, rule or regulation, including any export/import laws, or (d) in any way access, use, or copy any portion of the Services to directly or indirectly develop, promote, distribute, sell or support any competitive product or service.

**2.3 Support Services.** Act-On will provide Customer with technical support services pursuant to the terms and conditions set forth at <http://www.act-on.com/support-terms>.

**2.4 Professional Services.** Act-On or its third party providers will perform the Professional Services set forth on the applicable Order Form (if any). The particulars of each Professional Services engagement will be as set forth in statements of work (each an “SOW”) entered into by the parties. Act-On will retain all right, title and interest in and to all deliverables (including any and all intellectual, property rights therein) provided under each SOW (“Deliverables”) except to the extent that they contain any pre-existing Customer intellectual property. Customer’s rights to the Deliverables shall be the same as Customer’s rights to the Services to which such Deliverables pertain.

**2.5 Customer Content.** Customer (a) owns all content and data that it uploads via the Services (“Customer Content”), including, without limitation, any data about or relating to email recipients (“Recipient Data”); (b) shall be solely responsible for the accuracy and quality of any and all Customer Content; (c) acknowledges that the performance of the Services is dependent on the accuracy and quality of Customer Content and Customer’s compliance with industry best practices with respect to use of the Services; and (d) understands that Act-On cannot guarantee deliverability of the Customer Content to Recipients (defined below). Act-On may collect and use data derived from Customer’s use of the Services (“Usage Data”) for its own internal business purposes, and may only disclose Usage Data in an anonymous, aggregated format that in no way identifies Customer or any of the recipients of Customer

Content (“Recipients”). To the extent (if any) that Act-On acts as a data processor in processing personal data in connection with the Services: (a) Act-On will only process such personal data for the purposes necessary for providing the Services and in accordance with Customer’s written instructions (which Customer agrees will be consistent with the Agreement) and (b) Act-On will take appropriate technical and organizational measures against unauthorized or unlawful processing of such personal data and accidental loss or destruction of, or damage to, such personal data.

## 3 Compliance

Customer warrants that it shall (a) comply with this Agreement, Act-On’s Acceptable Use Policy (found at: <http://www.act-on.com/acceptable-use-policy/>, and incorporated herein by this reference) (the “AUP”), and all applicable laws relating to its use of the Services, including, without limitation, any privacy laws applicable to the collection, use and sharing of Recipient Data by Customer, or by Act-On on behalf of Customer, via the Services; (b) ensure that Customer and Act-On have the right to collect, use and share Recipient Data via the Services; and (c) provide adequate notice to, obtain any necessary consents from, and establish any applicable terms and conditions with Recipients and any other third parties, as required under all applicable laws with respect to the Recipient Data collected, used, transmitted and shared by Customer or by Act-On via the Services. Customer shall indemnify, defend and hold Act-On and its partners harmless from and against any and all claims or liabilities of any kind arising out of a breach of the foregoing warranties.

## 4 Fees

All fees for licenses to the Services and/or for Professional Services (collectively, the “Fees”) will be set forth on the applicable Order Form. Unless otherwise agreed to in writing by the parties, Customer will pay to Act-On or its authorized reseller all Fees owed within thirty (30) days after Act-On’s issuance of an invoice. Customer is responsible for any and all applicable sales, use and other taxes (other than taxes based on Act-On’s income). Each party is responsible for its own expenses under this Agreement. Customer agrees that its purchases are not contingent on (a) any specific level of deliverability of Customer Content or (b) the delivery of any future functionality or features or promises related thereto.

## 5 Term and Termination



**5.1 Term.** This Agreement shall continue in effect until terminated as set forth herein. The term of each license to the Services purchased by Customer will commence on the date set forth on the applicable Order Form and will continue for the period set forth on such Order Form, including any renewal term, as set forth below (collectively, the “Subscription Term”). Unless otherwise set forth on the applicable Order Form, Customer’s license to the Services will automatically renew for the renewal periods set forth in the Order Form at the Fees designated by Act-On prior to such renewal date, unless Customer gives Act-On written notice of its intent not to renew on the same terms at least thirty (30) days prior to the end of the applicable Subscription Term or renewal term.

**5.2 Termination and Suspension.** This Agreement and/or any Order Form, if applicable, may be terminated (a) by either party if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party, (b) as set forth in Section 8.2 or (c) by either party if the other party provides proof that it made a general assignment for the benefit of creditors, suffered or permitted the appointment of a receiver for its business or assets, or availed itself of or became subject to any proceeding under the US Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors. Act-On shall have the right to limit, suspend, require modifications to the administration of Customer’s account, or terminate Customer’s access to or use of the Services if Customer (a) violates any of the terms of this Agreement, the AUP, or any applicable law, (b) uses the Services in a manner that harms or threatens to harm Act-On or its customers, or (c) is the subject of abuse complaints from Recipients or third parties.

**5.3 Effect of Termination.** Upon any termination of this Agreement or an Order Form (a) all rights licensed and obligations required thereunder shall immediately cease; provided that Sections 4, 5.3, 6, 7, 8.3, 8.4 and 9 shall survive termination, and (b) Customer shall pay to Act-On any Fees accrued or outstanding prior to the date of termination.

## 6 Proprietary Rights

As between the parties, Act-On or its partners will retain all ownership rights in and to the Services, all updates and/or upgrades thereto, the Documentation, Deliverables, and other derivative works of the Services and/or Documentation that are provided by Act-On or its partners, including any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Services, and all intellectual property rights incorporated into or



related to the foregoing. As between the parties hereto, Customer will retain all ownership rights in and to all Customer Content.

## 7 Confidentiality

“Confidential Information” means, with respect to a party (the “disclosing party”), information that pertains to such party’s business, including, without limitation, technical, marketing, financial, employee, planning, product roadmaps and documentation, performance results, pricing, and other proprietary information.

Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the “receiving party”) knew or reasonably should have known is considered confidential or proprietary by the disclosing party, will be considered Confidential Information of the disclosing party even if not designated or marked as such. The receiving party shall preserve the confidentiality of the disclosing party’s Confidential Information and treat such Confidential Information with at least the same degree of care that the receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under this Agreement. Confidential Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before the effective date of this Agreement without restriction as to use or disclosure; (b) is released into the public domain through no fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure.

## 8 Act-On Warranties, Act-On Indemnification, Limitation of Liability, Insurance.

**8.1 By Act-On.** Act-On warrants that (a) the Services, as delivered and when used in accordance with the Documentation, will perform in all material respects as specified in the Documentation, (b) the Professional Services will be performed in a professional and workmanlike manner in accordance with the standards in Act-On's industry, and (c) Act-On will not knowingly introduce any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines" or other computer software routines within the Services that are intentionally designed to permit unauthorized access to or use of either the Services or Customer's computer systems ("Viruses"). In the event of any breach of the warranty in subsections (a) or (b) above, Act-On shall, as its sole liability and Customer's sole remedy, diligently remedy any deficiencies that cause the Services or Professional Services, as applicable, to not conform to the foregoing warranty promptly after its receipt of written notice from Customer. Act-On will not be liable to the extent that any breach of the foregoing warranties are caused by (i) third-party components (including in combination with the Services) not provided by Act-On; (ii) unauthorized use or use of the Services other than in accordance with the Documentation or (iii) Viruses introduced by Customer or its agents (collectively, "Exclusions").

**8.2 Indemnification.** Act-On will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Services or Deliverables infringe or misappropriate any copyright or trade secret rights, and Act-On will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer notifying Act-On promptly in writing of such action, Customer giving Act-On sole control of the defense thereof and any related settlement negotiations, and Customer cooperating and, at Act-On's reasonable request and expense, assisting in such defense. If the Services (or any component thereof) or a Deliverable becomes, or in Act-On's opinion is likely to become, the subject of an infringement claim, Act-On may, at its option and expense, either (a) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, or (b) replace or modify the Services or Deliverable so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in Act-On's reasonable opinion, commercially reasonable, Act-On may terminate this Agreement and will refund to Customer a pro-rata portion of any applicable prepaid Fees. Notwithstanding the foregoing, Act-On will have no obligation under this Section 8.2 or otherwise with respect to any infringement claim based upon (i) any Exclusions or (ii) Customer Content. This Section 8.2 states Act-On's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

**8.3 Disclaimer.** THE EXPRESS WARRANTIES IN SECTION 8.1 ARE THE EXCLUSIVE WARRANTIES OFFERED BY ACT-ON AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED.

**8.4 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, BOTH PARTIES' AGGREGATE CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SERVICES, PROFESSIONAL SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER, SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL OF THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

**8.5 Insurance.** Act-On, at its own expense, will maintain at a minimum the following insurance coverages: (a) Commercial General Liability Insurance with coverage in an amount equal to or greater than US\$1,000,000 per occurrence combined single limit, (b) Commercial Automobile Liability Insurance with coverage in an amount equal to or greater than US\$1,000,000 per occurrence/aggregate, (c) Worker's Compensation Insurance with coverage complying with at least the statutory limits of coverage within the relevant state of employment, (d) Errors and Omissions Insurance with coverage in an amount equal to or greater than US\$5,000,000 per occurrence/aggregate and (e) Umbrella/Excess Liability Insurance with coverage in an amount equal to or greater than US\$10,000,000 per occurrence/aggregate.

## 9 Miscellaneous

Each party will be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties. This Agreement controls the actions of all party representatives, officers, agents, employees and associated individuals. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Except as otherwise set forth herein, neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent, except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement. This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Multnomah County, Oregon. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement includes any Order Forms agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals or other documents submitted by the parties. The terms on any purchase order or similar document submitted by Customer to Act-On will have no effect and are hereby rejected. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return

receipt requested) to the other party at the address set forth in this Agreement and/or the applicable Order Form and, if sent to Act-On, will be sent to its General Counsel.

## Addendum

The following terms and conditions supplement or modify the terms and conditions of the Agreement to the extent Customer has indicated on an applicable Order Form that Customer has its principal place of business in one of the jurisdictions set out below.

In the event of any inconsistencies between this Addendum and the provisions of the Agreement, this Addendum shall prevail. Unless expressly amended in this Addendum, the provisions of the Agreement shall remain in full force and effect.

## **All countries in the Europe, Middle East and Africa (EMEA) region, except for France and Germany:**

1. Notwithstanding any provision of the Agreement to the contrary, neither party excludes or limits its liability for (i) personal injury or death caused by its negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which may not lawfully be excluded or limited.
2. At the end of Section 2.5 the following sentence is added: “In this Section 2.5, “data processor”, “personal data” and “process” shall bear the meanings ascribed to them in the EU Data Protection Directive (95/46/EC) and all applicable local laws and regulations implementing such Directive and any other European Union data protection and privacy laws from time to time (including the General Data Protection Regulation when in force).”
3. References to “warranties” in section 8.3 (other than the first such reference) shall be deemed to include references to “conditions and other terms” and references in Section 8.4 to “tort” shall be deemed to include negligence. In Section 8.4, the words “in no event shall Act-On be liable to Customer or to any third party, whether under theory of contract, tort or otherwise, for any indirect, incidental, punitive, consequential, or special damages (including any damage to business reputation, lost profits or lost data), whether foreseeable or not and whether Act-On is advised of the possibility of such damages” is replaced with: “Act-On will not be liable (whether under theory of contract, tort including negligence or otherwise) under or in connection with the Services or the Agreement for any: (a) loss of profit; (b) loss of or damage to reputation or goodwill;(c) loss of opportunity;(d)

loss of anticipated savings; (e) loss or waste of management or other staff time; or (f) indirect, consequential or special loss.”

4. Each party acknowledges that in entering into the Agreement, it has not relied on any statement, communication, representation or misrepresentation not expressly set out in the Agreement.
5. Notwithstanding Section 9, the Agreement shall be governed by the laws of England and Wales. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to the Agreement shall be the courts of England.

## France:

1. In Section 5.2 and 8.2, the words “may be terminated”, “terminate Customer’s access” and “terminate this Agreement” are replaced with: “may be terminated as of right (“de plein droit”) without any judicial formalities”, “terminate as of right (“de plein droit”) without any judicial formalities Customer’s access” and “terminate as of right (“de plein droit”) without any judicial formalities”.
2. Section 5.2 (c) is modified as follows: “(c) subject to the receiver’s right to continue the Agreement, by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the US Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors.”
3. In Section 4, after the words “Unless otherwise agreed to in writing by the parties, Customer will pay to Act-On or its authorized reseller all Fees owed within thirty (30) days after Act-On’s issuance of an invoice”, the following is added: “In the event of failure to pay an invoice within this deadline, the unpaid amounts will give rise to the payment of late payment interest, equal to three (3) times the applicable legal interest as well as to a fixed amount of 40 euros to compensate for recovery costs. If the amount of the recovery costs exceeds that fixed amount of 40 euros and is duly documented, Act-On may ask for an additional compensation. Interest will begin to run on the day following the due date of the relevant invoice.”
4. Notwithstanding Section 9, this Agreement shall be governed by the laws of France. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the competent court within the jurisdiction of the Court of Appeal of Paris, France.

## Germany:



1. In Section 2.1, after the word “non-exclusive” the word “non-perpetual” is added.
2. In Section 2.2, after the words “Except as otherwise expressly permitted hereunder” the following words are added: “or allowed according to §§ 69d et seq. of the German Copyright Act”.
3. If the Professional Services are regarded as works in terms of §§ 631 et seqq. of the German Civil Code (Bürgerliches Gesetzbuch, “BGB”), any defects in the Professional Services in terms of § 633 (2) BGB shall be remedied by Act-On through either free-of-charge removal of defects (repair) or replacement, in Act-On’s sole discretion. If the defect cannot be remedied within a reasonable period, or if the repair or replacement has failed for other reasons, Customer may, at its discretion, either withdraw from the relevant SOW or reduce the fees for the Professional Services. Act-On’s liability regardless of fault due to initial defects (§ 536a (1) Alt. 1 BGB) is excluded, unless Act-On acted intentionally.”
4. In Section 8.1, the following words are added: “Any warranty claims against Act-On shall expire after one year provided that Act-On did not cause a defect intentionally or in case of breach of a guarantee.”
5. Section 8.4 is replaced with the following words: “For damages with respect to injury to health, body or life caused by Act-On, Act-On’s representatives or Act-On’s agents in the performance of the contractual obligations, Act-On is fully liable. Act-On is fully liable for damages caused willfully or by gross negligence by Act-On, Act-On’s representatives or Act-On’s agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by Act-On or to damages which result from malicious action of Act-On. If damages, except for such cases covered by sentence no. 1 or sentence no. 4, with respect to a breach of a contractual core duty are caused by slight negligence, Act-On is liable only for the amount of the damage which was typically foreseeable. Contractual core duties, abstractly, are such duties whose accomplishment enables proper fulfillment of the Agreement in the first place and whose fulfillment a contractual party regularly may rely on. Act-On’s liability based on the German Product Liability Act remains unaffected. Any further liability of Act-On is excluded. The limitation period for claims for damages against Act-On expires after one (1) year, except for such cases covered by sentences 1, 2 or 4.
6. In Section 7, the following words are added: “The receiving party’s obligation under this Section 7 shall expire five years after the term of this Agreement.”
7. **NOTWITHSTANDING SECTION 9, THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF GERMANY. THE EXCLUSIVE VENUE AND JURISDICTION FOR ANY AND ALL DISPUTES, CLAIMS AND CONTROVERSIES ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE THE COURTS OF HAMBURG, GERMANY.**

# All countries in the Japan and Asia Pacific (JAPAC) region including Singapore and Australia:

1. Notwithstanding any provision of the Agreement to the contrary, neither party excludes or limits its liability for (i) personal injury or death caused by its negligence, (ii) fraud, or (iii) any other liability which may not be lawfully excluded or limited.
2. The following provision shall be added at the end of Section 2.5 of the Agreement: “To the extent (if any) that Act-On acts as a Data Intermediary in processing Personal Data in connection with the Services: (a) Act-On will only process such Personal Data for the purposes necessary for providing the Services and in accordance with Customer’s written instructions (which Customer agrees will be consistent with the Agreement); and (b) The Customer represents and warrants to Act-On that it has obtained all necessary consents from all Users including any individual user of the Services for the transfer of any of their Personal Data and Recipient Data to any party including third parties within and outside of Singapore, for Act-On to provide the Services under this Agreement; and (c) Act-On will provide reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks with respect to Personal Data processed by Act-On in connection with the Services as required under the *Personal Data Protection Act 2012*(Singapore Statutes) (“**PDPA**”).  
In this Section 2.5, “Data Intermediary”, “Personal Data” and “process shall bear the meanings ascribed to them in the PDPA. References to any Singapore statute or Singapore statutory provision include, unless the context otherwise requires, a reference to that Singapore statute or Singapore statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time prior to the date of this Agreement and any subordinate legislation made under the relevant statute or statutory provision (as so modified, replaced, re-enacted or consolidated) in force in Singapore from time to time prior to the date of this Agreement.”
3. In Section 9 the following words are added: “A person who is not a party to this Agreement shall not be able to enforce any term in this Agreement under any laws purporting to grant such rights, which shall be excluded to the fullest extent permissible.”
4. Notwithstanding Section 9, Customer acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Act-On shall be authorized and entitled to seek, from any court of competent jurisdiction,



preliminary and permanent injunctive relief in addition to any other rights or remedies to which Act-On may be entitled. This Agreement shall be governed by and determined in accordance with the laws of the Republic of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

**Agenda Item**  
**Veterans Services Advisory Committee**  
**Amended Bylaws**

- [2014 VSAC Bylaws](#)
- [VSAC Bylaws Revisions](#)
- [2016 Amended VSAC Bylaws](#)

**FILED  
WASCO COUNTY**

**2014 OCT 3 AM 10 06**

**LINDA BROWN  
COUNTY CLERK**

**WASCO COUNTY  
VETERANS SERVICES ADVISORY COMMITTEE  
BYLAWS**

**ARTICLE I**

**NAME**

The name of the Advisory Committee shall be the Wasco County Veterans Services Advisory Committee.

**ARTICLE II**

**PURPOSE**

The purpose of this Advisory Committee shall be to act as an advisory body to the Wasco County Board of Commissioners regarding veterans issues: to focus public attention on the history, preservation, services and needs of Veterans and their family members; to seek funds and resources necessary to accomplish and implement the intent and purposes of the County's commitment to provide services to Veterans and their families and to accomplish the goals of this Advisory Committee.

**ARTICLE III**

**MEMBERSHIP**

Section 1. Membership of this Advisory Committee shall be as follows:

- a. Seven members shall be appointed by the Wasco County Board of Commissioners and shall serve 2-year terms, with no limit on the number of terms served subject to application and approval of the Wasco Board of Commissioners. Each of these members shall be entitled to one vote.

b. Up to two ex-officio, not-voting members may be appointed by the Wasco County Board of Commissioners and shall serve for a 2-year term with no limit on the number of terms served.

*Ex-officio*  
c. The Wasco County Veteran Service Officer shall be appointed as a ~~regular~~ non-voting member.

#### ARTICLE IV

##### OFFICERS AND COMMITTEES

Section 1. The officers shall be a Chairman, a Vice Chairman, and a Secretary. The term shall be for one year. With the exception of the Secretary, no person shall serve for more than two consecutive one year terms in office.

Section 2. The officers and members of the Advisory Committee shall serve as the governing body of the Advisory Committee.

Section 3. The direction of affairs of this organization shall rest with the Advisory Committee, subject to approval by the Wasco County Board of Commissioners or their designee. A majority of the members of this Advisory Committee shall constitute a quorum for the transaction of business.

Section 4. The Chairman shall be an ex-officio member of all Subcommittees, with the exception of the Nominating Committee.

Section 5. The Nominating Committee shall consist of three members appointed by the Chairman of the Advisory Committee. Nominations for officers shall be presented by the Nominating Committee. Nominations from the floor will be invited. No one shall be nominated without his/her consent.

Section 6. Officers shall be elected at the September meeting or the first meeting thereafter if there is no September meeting.

Section 7. Vacancies arising on the Advisory Committee shall be filled by appointment made by the respective Board of Commissioners.

## **ARTICLE V**

### **DUTIES OF OFFICERS**

Section 1. CHAIRMAN: To set and distribute meeting agendas, chair over and conduct meetings and to appoint all Subcommittees and be an ex-officio member thereof, except as limited herein.

Section 2. VICE-CHAIRMAN: To perform the duties of the Chairman and to preside over meetings of the Advisory Committee in the absence of the Chairman.

Section 3. SECRETARY: To provide Public Notice of meetings, to ensure compliance with Oregon Public Meetings Laws, to record attendance at all meetings, to take the minutes of all meetings and provide copies to the Wasco County Board of Commissioners and members of the Committee, to keep a list of membership together with their addresses, to notify the members of the time and place of meetings, and to conduct the correspondence of the committee.

## **ARTICLE VI**

### **MEETINGS**

Section 1. The Advisory Committee shall hold its September meeting for the purpose of election of officers, to receive various reports and to enact any other business.

Section 2. The Advisory Committee shall determine a schedule that best serves the Advisory Committee members. The Advisory Committee shall meet monthly.

Section 3. A special meeting may be held as directed by the Chairman or Advisory Committee, provided the membership and public are properly notified.

## **ARTICLE VII**

### **AMENDMENTS**


The Bylaws may be amended, subject to the approval of the Wasco County Board of Commissioners, at any regular meeting of this Advisory Committee by two-thirds of the members present, provided that notice of the proposed amendment shall have been read at one meeting and voted on at the next meeting.

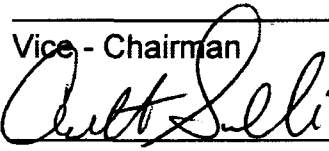
## ARTICLE VIII

### PARLIAMENTARY AUTHORITY

All meetings shall be conducted according to Robert's Rules of Order, Revised, except when in conflict with these Bylaws or with the laws of the State of Oregon.

ADOPTED by the Wasco County Veterans Advisory Committee this day  
2<sup>nd</sup> of OCTOBER, 2014.

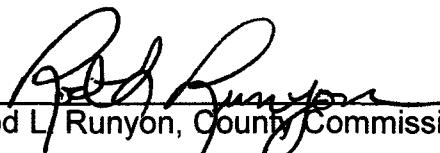
  
\_\_\_\_\_  
Chairman

Vice - Chairman  
  
\_\_\_\_\_  
Secretary

ADOPTED by the governing body of Wasco County, Oregon, this day 17th  
of September, 2014.

### WASCO COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Scott Hege, Commission Chair

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

  
\_\_\_\_\_  
Steve Kramer, County Commissioner

# **WASCO COUNTY VETERANS SERVICES ADVISORY COMMITTEE BYLAWS**

## **ARTICLE I**

### **NAME**

The name of the Advisory Committee shall be the Wasco County Veterans Services Advisory Committee.

## **ARTICLE II**

### **PURPOSE**

The purpose of this Advisory Committee shall be to act as an advisory body to the Wasco County Board of Commissioners regarding veterans issues: ~~to focus public attention on the history, preservation, services and needs of Veterans and family members; to seek funds and resources necessary to accomplish and implement the intent and purposes of the County's commitment to provide services to Veterans and their families and to accomplish the goals of this Advisory Committee.~~ **Focusing on the needs of the veteran community of Wasco County; to include seeking funding and other resources necessary to accomplish and implement the County's commitment to provide excellent service to the Veterans and their families. To advance and maintain the history of Wasco County Veterans Services.**

## **ARTICLE III**

### **MEMBERSHIP**

Section 1. Membership of this Advisory Committee shall be as follows:

- a. Seven members shall be appointed by the Wasco County Board of Commissioners and shall serve 2-year terms, with no limit on the number of terms served subject to application and approval of the Wasco Board of Commissioners. Each of these members shall be entitled to one vote.

b. Up to two ex-officio, not-voting members may be appointed by the Wasco County Board of Commissioners and shall serve for a 2-year term with no limit on the number of terms served.

c. The Wasco County Veteran Service Officer shall be appointed as an ex-officio non-voting member.

## ARTICLE IV

### OFFICERS AND COMMITTEES

Section 1. The officers shall be a Chairman, a Vice Chairman, and a Secretary. The term shall be for one year. With the exception of the Secretary, no person shall serve for more than two consecutive one year terms in office.

Section 2. The officers and members of the Advisory Committee shall serve as the governing body of the Advisory Committee.

Section 3. The direction of affairs of this organization shall rest with the Advisory Committee, subject to approval by the Wasco County Board of Commissioners of their designee. A majority of the members of this Advisory Committee shall constitute a quorum for the transaction of business.

Section 4. The Chairman shall be an ex-officio member of all Subcommittees, with the exception of the Nominating Committee.

Section 5. The Nominating Committee shall consist of three members appointed by the Chairman of the Advisory Committee. Nominations for officers shall be presented by the Nominating Committee. Nominations from the floor will be invited. No one shall be nominated without his/her consent.

Section 6. Officers shall be elected at the September meeting or the first meeting thereafter if there is no September meeting.

Section 7. Vacancies arising on the Advisory Committee shall be filled by appointment made by the respective Board of Commissioners.

## ARTICLE V



## **DUTIES OF OFFICERS**

Section 1. CHAIRMAN: To set and distribute meeting agendas, chair over and conduct meetings and to appoint all Subcommittees and be an ex-officio member thereof, except as limited herein. **Present reports to the Board of County Commissioners Quarterly or as deemed necessary by the committee or the County Commissioners. Such reports should include advice, recommendations, and information important to the veteran community of Wasco County.**

Section 2. VICE-CHAIRMAN: To perform the duties of the Chairman and to preside over meetings of the Advisory Committee in the absence of the Chairman.

Section 3. SECRETARY: To provide Public Notice of meetings, to ensure compliance with Oregon Public Meetings Laws, to record attendance at all meetings, to take the minutes of all meetings and provide copies to the Wasco County Board of Commissioners and members of the Committee, to keep a list of membership together with their addresses, to notify the members of the time and place of meetings, and to conduct the correspondence of the committee.

## **ARTICLE VI**

### **MEETINGS**

Section 1. The Advisory Committee shall hold its September meeting for the purpose of election of officers, to receive various reports and to enact any other business.

Section 2. The Advisory Committee shall determine a schedule that best serves the Advisory Committee members. The Advisory Committee shall meet monthly.

Section 3. A special meeting may be held as directed by the Chairman or Advisory Committee, provided the membership and public are properly notified.

**Section 4. Hold special outreach meetings with the public at least annually.**

## **ARTICLE VII**

### **AMENDMENTS**

The Bylaws may be amended, subject to the approval of the Wasco County Board of Commissioners, at any regular meeting of this Advisory Committee by two-thirds of the members present, provided that notice of the proposed amendment shall have been read at one meeting and voted on at the next meeting.

## ARTICLE VIII

### PARLIAMENTARY AUTHORITY

All meetings shall be conducted according to Robert's Rules of Order, Revised, except when in conflict with these Bylaws or with the laws of the State of Oregon.

ADOPTED by the Wasco County Veterans Advisory Committee this day \_\_\_\_\_ of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice - Chairman

\_\_\_\_\_  
Secretary

ADOPTED by the governing body of Wasco County, Oregon, this day \_\_\_\_\_ of \_\_\_\_\_, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Rod L. Runyon, Chair

APPROVED AS TO FORM:

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

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

\_\_\_\_\_  
Steven D. Kramer, County Commissioner

**WASCO COUNTY  
VETERANS SERVICES ADVISORY COMMITTEE  
BYLAWS**

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- b. Up to two ex-officio, not-voting members may be appointed by the Wasco County Board of Commissioners and shall serve for a 2-year term with no limit on the number of terms served.
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Section 2. The officers and members of the Advisory Committee shall serve as the governing body of the Advisory Committee.

Section 3. The direction of affairs of this organization shall rest with the Advisory Committee, subject to approval by the Wasco County Board of Commissioners of their designee. A majority of the members of this Advisory Committee shall constitute a quorum for the transaction of business.

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Section 5. The Nominating Committee shall consist of three members appointed by the Chairman of the Advisory Committee. Nominations for officers shall be presented by the Nominating Committee. Nominations from the floor will be invited. No one shall be nominated without his/her consent.

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Section 3. A special meeting may be held as directed by the Chairman or Advisory Committee, provided the membership and public are properly notified.

Section 4. Hold special outreach meetings with the public at least annually.

Section 5. A quorum for the transaction of any business shall not consist of less than four (4) committee members.

Section 6. Committee members shall receive no compensation or reimbursement except as allowed by the Board of County Commissioners.

Section 7. Committee members who have more than four unexcused absences per calendar year shall be referred to the Board of County Commissioners for possible removal.

## ARTICLE VII

### AMENDMENTS

The Bylaws may be amended, subject to the approval of the Wasco County Board of Commissioners, at any regular meeting of this Advisory Committee by two-thirds of the members present, provided that notice of the proposed

amendment shall have been read at one meeting and voted on at the next meeting.

## ARTICLE VIII

### PARLIAMENTARY AUTHORITY

All meetings shall be conducted according to Robert's Rules of Order, Revised, except when in conflict with these Bylaws or with the laws of the State of Oregon.

ADOPTED by the Wasco County Veterans Advisory Committee this day \_\_\_\_\_ of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice - Chairman

\_\_\_\_\_  
Secretary

ADOPTED by the governing body of Wasco County, Oregon, this day 21<sup>st</sup>  
Day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Rod L. Runyon, Chair

APPROVED AS TO FORM:

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

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

\_\_\_\_\_  
Steven D. Kramer, County Commissioner

**Agenda Item**  
**Community Work Service**

- [Staff Memo](#)



## YOUTH SERVICES

202 East Fifth Street • The Dalles, OR 97058  
p: [541] 506-2660 • f: [541] 506-2661 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

*Pioneering pathways to prosperity.*

Date: December 14, 2016

To: Wasco County Board of Commissioners

From: Molly Rogers, Director  
Wasco County Youth Services

Fritz Osborne, Director  
Wasco County Community Corrections

Re: Community Work Service Supervisor

The Department of Youth Services and Wasco County Community Corrections are proposing to increase the Community Work Service Supervisor for Wasco County from 0.5 FTE to a full-time position. The position was added back to Wasco County to 0.5 FTE in the 2016-2017 budget year following the closure of the TOOLS program at NORCOR.

Prior to transitioning the position to NORCOR Wasco County supported the position through a partnership with Community Corrections and Youth Services. This proposal recreates that collaboration through dedicating three days of the supervisor to adult community corrections and two days to juvenile work crew. The actual hourly configuration will be negotiated and managed through the collaborating departments.

Funding for this position is diverse and one of the key components moving into the next budget year will be creating contractual relationships with other government entities such as US Corps of Engineers, Oregon Department of Transportation, North Wasco Parks and Recreation District, City of The Dalles, Wasco County Code Enforcement, and Oregon State Parks.

This fiscal year the program has received payment for nuisance abatement with The Dalles, and is currently selling firewood to replace needed equipment. The additional days of work will allow for the crew to take on larger and more meaningful projects such as snow removal and projects for Wasco County facilities and fairgrounds.



The following is a breakdown of funding scenarios. I would encourage the increase for the position to a .8 FTE for the remainder of the fiscal year. This budget is conservative on the contracts because we only have six months remaining in the current fiscal year and only three months left for outside/parks projects. Wasco County Community Corrections is able to use funds from supervision fees and unrestricted funds to cover the difference in current funding allocations.

<b>Community Work Supervisor</b>	<b>.5 FTE</b>	<b>.8 FTE</b>	<b>1.0 FTE</b>
Wages	\$10,578.75	\$16,926.00	\$21,157.50
PERS	\$937.28	\$1,499.65	\$1,874.55
Insurance	\$0.00	\$5,821.63	\$7,277.04
Other Benefits	\$952.09	\$1,523.34	\$1,904.18
<b>Total</b>	<b>\$12,468.12</b>	<b>\$25,770.62</b>	<b>\$32,213.27</b>
Revenue			
City of The Dalles	\$6,750.00	\$6,750.00	\$6,750.00
Wasco County	\$6,750.00	\$6,750.00	\$6,750.00
Contracts	\$375.00	\$375.00	\$375.00
Parks and Rec		\$2,000.00	\$2,000.00
<b>Total</b>	<b>\$13,875.00</b>	<b>\$15,875.00</b>	<b>\$15,875.00</b>
<b>Difference</b>	<b>\$1,406.89</b>	<b>-\$9,895.62</b>	<b>-\$16,338.27</b>

We respectfully request approval for the increase in hours for the Community Work Service Supervisor from the current 0.5 FTE to 0.8 FTE starting in January of 2017 with the potential increase to 1.0 FTE if funding and demand for work warrants the additional time.

*Molly Rogers*

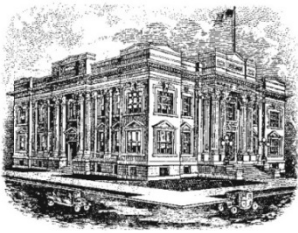
Molly Rogers, MJM  
Director  
Youth Services



Fritz Osborne  
Director  
Community Corrections

**Agenda Item**  
**Justice Reinvestment Funds**

- [Staff Memo](#)
- [2015-2017 Justice Reinvestment Grant Program Agreement](#)
- [Amendment to Justice Reinvestment Grant Program Agreement](#)



**WASCO COUNTY**  
**DEPARTMENT OF COMMUNITY CORRECTIONS**  
421 EAST SEVENTH STREET, ANNEX B  
THE DALLES, OREGON 97058  
PHONE: (541) 506-2570  
FAX: (541) 506-2571



December 15, 2016

ADULT PAROLE & PROBATION  
POST-PRISON SUPERVISION  
COMMUNITY SERVICE

From: Fritz Osborne, Wasco County Community Corrections  
To: Wasco County Board of Commissioners  
Subject: Justice Reinvestment Grant Amendment

At October's LPSCC meeting it was discussed and agreed that a reallocation of Justice Reinvestment Funds was appropriate. The original grant provided \$126,766 to be spent on Cognitive Behavioral Programs at Wasco County Community Corrections. These programs however are being completely funded from the DOC Grant-in-Aid money. I proposed that this Justice Reinvestment money be reallocated to Transitional Housing where it was needed and would be better used, and was given the go-ahead to do so by LPSCC.

I contacted the Criminal Justice Commission to make the change and signed their amendment request form which was accepted. After the grant allocation change occurred, CJC informed the original grantee contact Molly Rogers that by law any contracts between the County and the State need to be approved by the County Commissioners. The fact that the grant change had already occurred did not pose a problem for CJC but they wanted to make sure we handled everything necessary on our end. It was my oversight that this grant change was not presented to you prior to my submitting the amendment request.

I am requesting that the BOCC approve CJC's reallocation of \$126,766 in the Justice Reinvestment grant from Cognitive Behavioral Programs to Transitional Housing for Wasco County Community Corrections, as supported by LPSCC.

Thank you for your consideration on this matter.

Fritz Osborne  
Manager, Wasco County Community Corrections

**CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM**

885 Summer Street NE  
Salem, OR 97301

FILED  
WASCO COUNTY  
2016 JAN 5 PM 2 39  
LISA GAMBEE  
COUNTY CLERK

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as "CJC", and **Wasco County** hereinafter referred to as "Grantee". CJC and Grantee are hereinafter referred to individually without distinction as "Party" and collectively as the "Parties".

1. **Effective Date; Availability of Grant Funds.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.
2. **Agreement Documents.** This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A:               **Project Description and Budget**  
Exhibit B:               **Subcontractor Insurance**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$372,615** ("Grant Funds") for eligible costs described in Section 6 hereof.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A ("Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.c hereof.
5. **Reports.** Grantee shall submit the reports required by this Section.
  - a. **Progress Reports.** Grantee shall submit a report quarterly on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by CJC. Each progress report must include data on the extent to which Grantee met its outcome or performance measures (as proposed in its Application, as defined below, and agreed to by CJC) and

achieved the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization) in the quarter just ended, and if Grantee has not fully met its outcome or performance measures or achieved said criteria, a detailed explanation for any shortfall. Reports must be received by CJC no later than the 10<sup>th</sup> day of each January, April, July and October, commencing January 10, 2016. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.f.

The term "Application" means the application of the Grantee dated October 15, 2015, which is on file with CJC. The Grantee agrees to comply with the terms of the Application, to the extent they do not conflict with this Agreement.

**6. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** CJC shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee's subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for expenses incurred by Grantee prior to the Project Start Date. CJC will disburse the Grant Funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

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

**ii.** The Justice Reinvestment Account ("Account") has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.

**iii.** Grantee is in compliance with the terms of this Agreement.

**iv.** Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

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

c. **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 CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter and organic documents, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. **Binding Obligation.** 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, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this Section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**8. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon ("Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

**9. Grantee Sub agreements and Procurements**

**a. Sub agreements.** Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

**i.** All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

**ii.** Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub

agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

**b. Sub agreement indemnity; insurance.**

Each sub agreement shall require the other party to such sub agreement, if that party is not a unit of local government as defined in ORS 190.003 or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's sub agreement or any of such party's officers, employees, agents, subgrantees or subcontractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of CJC, be indemnified by the other party to Grantee's sub agreement from and against any and all Claims.

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

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

**c. Procurements.**

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



## **10. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement, including but not limited to failure to meet, to the satisfaction of CJC, any of its outcome or performance measures(as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization; or

iii. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iv. The Justice Reinvestment Account fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

v. Grantor has been notified by the Oregon Legislature or otherwise that the funds in the Account will be reduced for the biennium in which this Agreement becomes effective or for any biennium thereafter;

vi. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

vii. The Project would not produce results commensurate with the further expenditure of funds.**b. Remedies of CJC.** In the event of termination by CJC pursuant to Section 10.a.i. or ii. above, CJC may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to CJC to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including but not limited to the following remedies and actions:

- i. Terminating all further disbursements of Grant Funds.
  - ii. Demanding repayment of all or a portion of the Grant moneys previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.
  - iii. Declaring Grantee ineligible to receive future awards from CJC.
  - iv. Applying amounts otherwise due to Grantee from the State of Oregon to payment of the amounts due under this Agreement, as provided by Oregon law.
- c. **Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

Upon termination of this Agreement by Grantee under this subsection c, CJC may end all further disbursements of Grant Funds, but Grantee shall not be required to repay to CJC any Grant Funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.

## **11. General Provisions**

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

meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim ), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments; Budget Changes.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total Budget amount. The proposed changes to the Budget will be effective

without a written amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.f.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**h. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**i. Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

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

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

**l. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.


**m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.



DEC 30 2015

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

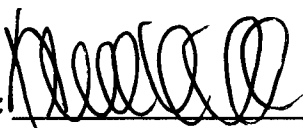
**Grantee**

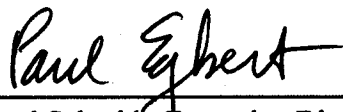
By:  December 16, 2015  
\_\_\_\_\_  
Signature of Grantee Date

Scott C. Hege, Chair Wasco County Board of Commissioners  
Name & Title

93-6002315 0502111-1

Federal Tax ID Number State Tax ID Number

APPROVED AS TO FORM:  Kristen Campbell  
Criminal Justice Commission Wasco County Counsel

By:  12/30/15  
\_\_\_\_\_  
Michael Schmidt, Executive Director Date  
Paul Egbert, Operations Manager  
Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Lynn Nagasako by email dated November 25, 2015.

\_\_\_\_\_  
Lynn Nagasako Date

CJC Grant Administrator  
Madeleine Dardeau  
885 Summer St. NE  
Salem, OR 97301-2524  
Madeleine.Dardeau@oregon.gov  
(503) 378-6374

Grantee Contact  
Molly Rogers  
202 East Fifth Street  
The Dalles, OR 97058  
mollyr@co.wasco.or.us  
531-506-2660

## EXHIBIT A

### Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 by reducing prison populations and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach that: (1) analyzes criminal justice trends to understand drivers of local prison use; (2) promotes the effective implementation of investments that increase public safety and improve offender accountability; (3) measures the impact of the policy changes and reinvestment resources; and (4) ties results to funding.

This Agreement funds the **Wasco County Justice Reinvestment Program**.

Project Start Date: July 1, 2015

Project End Date: June 30, 2017

GRANT #: JR-15-017

PROGRAM CONTACT: Molly Rogers

FISCAL CONTACT: Debbie Smith-Wagar

EMAIL: mollyr@co.wasco.or.us

EMAIL: mollyr@co.wasco.or.us

TELEPHONE: 541-506-2660

TELEPHONE: 541-506-2770

#### BUDGET SUMMARY:

	Grant Funds Requested
Program 1: NORCOR Reentry	\$76,828
Program 2: Community Based Cognitive Behavior Programming	\$126,766
Program 3: Transitional Housing	\$115,242
Program 4: Parole and Probation Training	\$15,365
10% Victims: Haven	\$38,414
Total	\$372,615



## **EXHIBIT B**

### **Sub agreement Insurance Requirements**

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this Section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### **TYPES AND AMOUNTS.**

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

ii. **PROFESSIONAL LIABILITY**

☒ Required by CJC    ☐ Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by CJC:

☒ \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).    iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC    ☐ Not required by CJC.

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

Bodily Injury, Death and Property Damage:

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

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

☒ Required by CJC    ☐ Not required by CJC.

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

Bodily Injury, Death and Property Damage:

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

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

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

contractor may request and CJC may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

The Grantee shall immediately notify the CJC of any change in insurance coverage.

CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM  
GRANT AGREEMENT # JR-15-017

AMENDMENT NO. 1

This is Amendment Number **1** to Grant Agreement # **JR-15-017** (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”) and Wasco County (“Grantee”).

I. The Agreement is hereby amended as follows:

**A. The Budget Summary in Exhibit A is amended and restated as follows:**

**BUDGET SUMMARY:**

	Grant Funds Requested
Program 1: NORCOR Reentry	\$76,828
Program 2: Transitional Housing	\$242,008
Program 3: Parole and Probation Training	\$15,365
10% Victims: HAVEN	\$38,414
<b>Total</b>	<b>\$372,615</b>

II. The obligation of CJC under this Amendment is subject to the condition that, on or prior to December 1, 2016, Grantee delivers, or causes to be delivered, to CJC a certificate of the action taken by Grantee to authorize the execution, delivery and performance of the Amendment, in form and substance satisfactory to CJC and its counsel, if required by CJC.

III. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**Grantee**

By:

---

Signature of Grantee

Date

---

Name & Title

---

Federal Tax ID Number

---

State Tax ID Number

**Criminal Justice Commission**

By:

---

Michael Schmidt, Executive Director

Date

**Agenda Item**  
**Economic Development Commission**  
**Quarterly Report/Appointment**

- [Quarterly Report](#)
- [EDC Appointment](#)
  - [Staff Memo](#)
  - [Letter of Resignation – Daniel Hunter](#)
  - [Interest Form – Matthew Klebes](#)
  - [Order 16-116 Appointing Matthew Klebes to](#)  
[Wasco County Economic Development](#)  
[Commission Position #5](#)

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

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December, 2016

**Wamic Water System Committee**

Wamic Water & Sanitary Authority received their draft Water System Assessment in early October. EDC Commissioner Kelsay and staff reviewed the plan to provide input to Wamic Water and Sanitary. Staff will continue to work closely with WWSA to support finalizing the study as well as seeking additional resources for the work identified by the assessment moving forward. The WWSA Board held a public hearing on November 30 to present the plan for feedback, and it will be considering adoption on December 13, 2016. Staff will work closely with the WWSA Board and staff to support implementation of the plan's recommendations.

**Dufur Committee**

The Dufur Committee is focused on Dufur's water system needs, supporting the Parks & Recreation district in its restroom project, and business development opportunities. EDC



Commissioners Mary Kramer and Kathy Ursprung are working closely with staff to support the community. The EDC Committee has also begun the Dufur Community Visioning process in partnership with the Dufur Chamber of Commerce. Approximately 20 attendees attended both community visioning and community strategy sessions. Draft mission, vision, and goals have been compiled for additional feedback via a survey instrument. The feedback will then be incorporated and further refining will occur working with the Chamber of Commerce in

Dufur prior to presenting the draft to the City Council in early 2017. In addition to this process, staff was able to participate in a meeting with the City of Dufur, the North Central Regional Solutions Coordinator, and a representative from Business Oregon to discuss opportunities for the community and key projects.

**Mosier Infrastructure Committee**

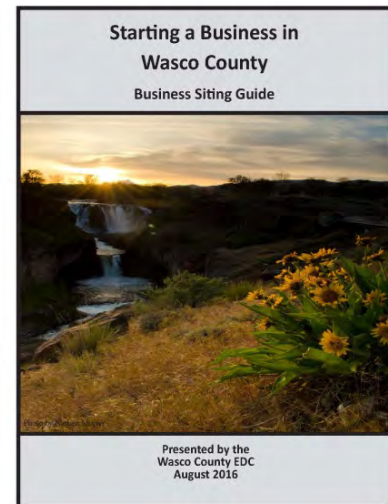
This effort is spearheaded by EDC Commissioners Terry Moore and Gary Grossman. EDC Commissioner Moore is leading the collaborative group consisting of the Mosier School, Mosier Fire District, and City of Mosier focused on both immediate and long term recovery. Team Mosier has created a website and document outlining impacts on the community and their initial requests of UP. The site can be viewed at: [teammosier.org](http://teammosier.org). Mosier will also begin its Transportation System Plan process in the coming months and work to incorporate some strategic planning efforts as appropriate that will build on the public meetings hosted by Team Mosier this summer and fall.

**Broadband Committee**

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

- Q-Life and the City of Maupin are working with LSN and engineering firm Commstructures to implement a fiber build in Maupin that will bring gigabit speeds to the community in early 2017!
- The Dufur Schools will also receive an additional fiber connection built that has the potential to bring additional capacity into town. The current ISP also increased speeds available significantly this fall. Staff are continuing to keep in communication with Dufur residents and businesses about these changes.
- Staff worked closely with Q-Life Board Members and their consultants to host a meeting with CenturyLink engineers and public affairs representatives to discuss the Connect America Fund II plans in Wasco County. Staff is working with representatives of each of these entities to host an additional coordination meeting in January. Separately, staff also met with representatives of Wind Wave to discuss their current work to expand their network in the region.

**Open for Business Committee:** The Open for Business Committee includes EDC Commissioners Daniel Hunter, Nan Wimmers, Fred Justesen and Kathy Ursprung. This conversation has centered on providing tools to create a more robust online presence for communities around the County, developing a strategy for promoting the business siting guides, and enhancing coordination. The group began implementation of its outreach strategy to promote awareness of the business siting guides. The Open for Business Committee is also working closely with county staff as they work through their website update process to ensure the EDC's section is meeting its goals within the broader framework.



### **EDC Strategic Plan Update**

EDC Commissioners and staff are working together to update the EDC's Strategic Action Plan document. Annually the workplan attached to the Action Plan is updated, but the last major overhaul of the document was completed in 2012. Since this time, working with the Board of County Commissioners the EDC has shifted its role significantly to take an active, leadership role on economic development issues rather than acting in a purely advisory role. This change as well as other changing conditions will be reflected in the updated plan. At the December 1, 2016 EDC meeting the group discussed the overarching mission, vision, and goals for the EDC as well as a draft SWOT analysis. Updated versions of these are attached for your reference. During the upcoming Community Enhancement Project Process the EDC will discuss formulating short and long term strategies to reach these goals, technical assistance provision, and committee structures as well as the specific projects.

### **Community Enhancement Projects**

- **Process:** The 2017 Community Enhancement Projects process is underway. Staff are reaching out to project owners from previous years to gather updates on current projects and learn about new ones. Submission requests were emailed to organizations around the county on December 6, 2016 and updated or new project profiles are required on the Agora Investment Platform by Wednesday January 4, 2017. Criteria for discussion have been updated to better reflect the EDC's current role. The EDC will discuss rankings and identify projects for technical



- assistance at their February meeting, and bring the proposed rankings to the County Commission shortly thereafter.
- MCEDD staff worked with the City of The Dalles to draft a grant application for \$4,000 to provide wayfinding signage for The Dalles Bike Hub. This is part of the regional Gorge Hubs project that is planned to include bike hubs in communities along the Historic Columbia River Highway in the Gorge.
  - The Uplifting Elevator Project at Mid-Columbia Senior Center has selected a contractor to work with and ordered their elevator. They are only \$7,000 short of their final fundraising goal.

### **General EDC Activities:**

EDC staff provided the following support services:

- **The Dalles Main Street Business Retention and Expansion:** Staff is working with The Dalles Main Street, the SBDC, the City of The Dalles, the Port of The Dalles and Rural Development Initiatives to begin implementation of a focused business retention and expansion program. The feedback from the initial survey and a meeting with downtown businesses in late August was then incorporated into The Dalles Main Street Program's Strategic Plan. It will be further communicated with partners, and a smaller second round of businesses will be interviewed in 2017.
- Staff worked with The Dalles Area Chamber, the Dufur Chamber of Commerce, and Dufur area businesses to draft a letter of support for redrawing the Travel Oregon region boundaries to incorporate Dufur into the Hood/Gorge region that includes The Dalles Area. This would allow the TRT funds generated by short term lodging to be dedicated to activities in the Hood/Gorge region rather than Central Oregon. This move was on the December Agenda for the Oregon Tourism Commission and was approved.
- Staff attended the South Wasco Alliance meeting in early October to provide an update on the broadband efforts. Several other projects were discussed that are of interest. The South Wasco Park and Recreation District is formulating a plan for the replacement of the boat ramp at Pine Hollow, and have already begun some smaller projects at the site. Staff will meet with them in December to discuss the Community Enhancement Projects process. The SWA also agreed to consider forming a new committee to explore opportunities for growth of specialty crops and the value added agricultural activities that could potentially leverage these crops for further economic growth in South Wasco County. Staff will get an update from the committee working on this effort and discuss it with the Agriculture Committee being formed within the EDC to see if there are appropriate places these efforts can align.
- **Regional Comprehensive Economic Development Strategy Update:** MCEDD and partners in the Mid-Columbia region are in the midst of the update process for the five-year major overhaul of the region's Comprehensive Economic Development Strategy (CEDS). The kick off for this process began at the Economic Summit in July, and meetings have occurred to discuss SWOT analysis, the mission, vision, and goals sections as well as further exploration of industry clusters. The December session was to be held in The Dalles, but was postponed due to weather. It will likely be rescheduled in January.

**By The Numbers**

*Source: Oregon Employment Department*

- Unemployment rate (seasonally adjusted)

	<b>October 2016</b>	<b>September 2016</b>	<b>October 2015</b>
<b>Oregon</b>	5.3%	5.5%	5.6%
<b>Wasco County</b>	5.3%	5.4%	5.4%

- Total Nonfarm Payroll Employment (Not Seasonally Adjusted)

	<b>October 2016</b>	<b>September 2016</b>	<b>October 2015</b>
<b>Oregon</b>	1,866,600	1,850,100	1,812,400
<b>Wasco County</b>	10,620	10,750	10,120

# Wasco County Economic Development Commission

## Draft Mission, Vision, and Goals

### Vision and Mission

**VISION:** Wasco County and its communities are economically robust, livable, sustainable and maintain their strong rural character.

**MISSION:** The Wasco County Economic Development commission collaborates with and supports its partners and local communities as they cultivate economic and business development in Wasco County.

### Goals

**Goal: Vibrant and diverse local economy.** Develop and implement short and long term strategies that build and diversify the economy in Wasco County and its communities.

**Goal: Robust Infrastructure.** Support communities throughout Wasco County in efforts to provide adequate infrastructure to enhance community livability and economic opportunity.

**Goal: Community Capacity.** Work with local partners to provide meaningful technical assistance, bring in additional resources, and complete projects that enhance their community's capacity for appropriate economic development.

**Goal: Information Source and Advocacy.** Ensure that the Board of County Commissioners, partners, funders, and companies have up-to-date information on economic conditions, activities, and projects that support a resilient local economy in Wasco County.

**Goal: Ensure a strong and sustainable EDC.** Strengthen relationships with partners, diversify funding streams, and provide key services.

	Strengths	Weaknesses	Opportunities	Threats
Natural Resources	<b>Natural Resources and Climate</b> <ul style="list-style-type: none"> <li>Natural Resource Base</li> <li>Climate</li> <li>Air Quality</li> </ul>	<b>Management Resources</b> <ul style="list-style-type: none"> <li>Decreasing budgets for natural resource management</li> <li>less proactive management</li> </ul>	<b>Leverage Natural Assets</b> <ul style="list-style-type: none"> <li>Wood and Forestry Products Innovation</li> <li>Renewable Energy</li> <li>Fishing Industry</li> </ul>	<b>Natural Disasters/Hazards</b> <ul style="list-style-type: none"> <li>Wildfire, ice storms and other natural disasters</li> <li>Aging emergency response systems</li> </ul>
Demographic Shifts	<b>Culture</b> <ul style="list-style-type: none"> <li>10,000+ years of Indigenous Culture</li> <li>Evolving Demographics</li> <li>Strong sense of community</li> </ul>	<b>Demographics</b> <ul style="list-style-type: none"> <li>Aging population</li> <li>High poverty rate</li> <li>Disparities between communities</li> <li>Inequities</li> <li>Currently many areas have challenges with planning for increased community capacity</li> </ul>	<b>Increasing Diversity</b> <ul style="list-style-type: none"> <li>Growing Hispanic/Latino pop.</li> <li>Retirees bringing in experience, perspective, and capacity if leveraged</li> </ul>	<b>Impacts of Continued Population Growth</b> <ul style="list-style-type: none"> <li>Need for Further Planning</li> <li>Overuse of Resources</li> <li>Poverty in growing senior population and other segments means groups not able to fully participate in economy</li> <li></li> </ul>
Infrastructure	<b>Infrastructure</b> <ul style="list-style-type: none"> <li>Abundant, Clean Power</li> <li>Telecommunication and Broadband Capacity</li> </ul>	<b>Infrastructure</b> <ul style="list-style-type: none"> <li>Small systems with significant maintenance and replacement burdens</li> <li>Broadband capacity is limited in many areas</li> </ul>	<b>Connectivity</b> <ul style="list-style-type: none"> <li>Market and use the increased high speed fiber optics in region</li> <li>Further investment in broadband accessibility</li> </ul>	<b>Infrastructure Limitations</b> <ul style="list-style-type: none"> <li>Overused infrastructure</li> <li>Water/Wastewater</li> <li>Limited existing buildings and industrial land</li> </ul>
Agriculture	<b>Agricultural Foundation</b> <ul style="list-style-type: none"> <li>Nationally known agricultural region (cherry, wheat)</li> <li>Good soil and climate for a variety of crops</li> </ul>	<b>Changes in Agricultural Landscape</b> <ul style="list-style-type: none"> <li>Average age of farmers continues to rise</li> <li>Difficult to find needed labor</li> <li>Not permitted events and other activities on ag land can cause conflicts with current uses</li> </ul>	<b>Diversification Ag and Ag Tech</b> <ul style="list-style-type: none"> <li>Value-Add Sector Coord.</li> <li>New Food Processing</li> <li>New Specialty Crops</li> <li>Ag Tech and Research</li> <li>Explore appropriate agritourism opportunities</li> </ul>	<b>Water Access, Regulations, Markets</b> <ul style="list-style-type: none"> <li>Drought Impacts</li> <li>Impacts of Water Regulation</li> <li>Water Access Issues</li> <li>Aquifer Concerns</li> <li>Major fluctuations in commodity pricing and current low prices</li> </ul>

	Strengths	Weaknesses	Opportunities	Threats
Business Development	<b>Diverse Industry Sectors and Growing Business Sectors</b> <ul style="list-style-type: none"> <li>Diverse Industries</li> <li>Growing Industry Sectors (Unmanned systems, value added ag, manufacturing, fermentation, healthcare)</li> </ul>	<b>Lack of Business Expansion Space</b> <ul style="list-style-type: none"> <li>Available and attractive commercial and industrial spaces</li> <li>Lack of Shovel Ready Land availability</li> </ul>	<b>Focus on Local</b> <ul style="list-style-type: none"> <li>Further development of the locally based economy</li> <li>Supply Chain Development</li> <li>Infrastructure to support industrial and commercial development</li> </ul>	<b>Industry Diversification</b> <ul style="list-style-type: none"> <li>Loss of Any Major Employer</li> <li>Concentration Risk</li> </ul>
Workforce	<b>Human Capital</b> <ul style="list-style-type: none"> <li>Available Talent with Diverse Skill Sets</li> <li>Unique Educational Programs Supported by Businesses</li> <li>Access to Education</li> </ul>	<b>Education, Skilled Workforce</b> <ul style="list-style-type: none"> <li>Advanced Education</li> <li>Quality/Funds for Pre K-12 and Higher Ed</li> <li>Limited Skilled Labor</li> <li>Workforce Training—keeping up with pace of changes in skill requirements</li> <li>Challenges providing CTE educational opportunities to fill jobs not requiring four-year college</li> </ul>	<b>Business/Talent Attraction</b> <ul style="list-style-type: none"> <li>Leverage Gorge brand to attract aligned businesses</li> <li>Potential to attract human and business talent</li> </ul>	<b>Education Quality/ Opportunity and Workforce</b> <ul style="list-style-type: none"> <li>Educational System Challenges</li> <li>Skilling Up and Meeting Employer's Needs</li> </ul>
Housing	<b>Relative Affordability for Housing</b> <ul style="list-style-type: none"> <li>Compared to housing throughout the Gorge, Wasco County remains relatively affordable</li> </ul>	<b>Insufficient Housing Stock</b> <ul style="list-style-type: none"> <li>Insufficient Housing for Local Employees</li> <li>Housing Stock Quality, Availability Concerns</li> </ul>	<b>Housing Rehabilitation</b> <ul style="list-style-type: none"> <li>Potential for rehabilitation of existing stock that is not currently bankable to get it back on the market</li> </ul>	<b>Housing Shortage Impacts</b> <ul style="list-style-type: none"> <li>Availability/ affordability reduces ability to attract/retain workers</li> <li>Impacts businesses' decisions about expanding</li> <li>Increasing homeless population with limited resources (affordable housing, mental health services, etc) to support this group in Wasco County.</li> </ul>

	<b>Strengths</b>	<b>Weaknesses</b>	<b>Opportunities</b>	<b>Threats</b>
<b>Transportation</b>	<b>Availability of Transportation Systems/Modes</b> <ul style="list-style-type: none"> <li>Hub for region, access to larger metropolitan markets</li> <li>Many modes: Interstates, Highways, Airports, Rail Service, River</li> </ul>	<b>Transportation</b> <ul style="list-style-type: none"> <li>Mobility: Gaps in Public Transportation Options</li> <li>Gaps in Bike/Ped Infrastructure</li> <li>Capacity of roads, airports, rail, etc.</li> </ul>	<b>Address Public Transportation + Multi-Modal Needs</b> <ul style="list-style-type: none"> <li>Further Development of Columbia Gorge Regional Airport</li> <li>Utilization of new technologies</li> <li>Expanding Fixed routes</li> <li>Expanding Regional Transit Connections</li> <li>Biking/trail systems</li> </ul>	<b>Maintaining and Enhancing</b> <ul style="list-style-type: none"> <li>Severely limited resources for maintaining transportation infrastructure</li> </ul>
<b>Regulatory and Legislative</b>	<b>Advocates for Wasco County and the Region</b> <ul style="list-style-type: none"> <li>The Dalles Outreach Team</li> <li>Regional Solutions relationships to State Agencies</li> <li>MCEDD</li> </ul> <p>Strong coordination</p>	<b>Regulatory Environment:</b> <ul style="list-style-type: none"> <li>National Scenic Area Regulations</li> <li>Slow Land Use Decisions</li> </ul> <p>Impacts on Development.</p>	<b>Regulatory Updates</b> <ul style="list-style-type: none"> <li>Restrictions Imposed by NSA</li> <li>Length of Time for Permitting</li> <li>Federal Agency and Natural Resource Management Impact</li> </ul> <p>Wasco County Comprehensive Plan update process underway</p>	<b>Funding</b> <ul style="list-style-type: none"> <li>Declining state and federal funding</li> </ul> <p>Shrinking local government budgets</p>
<b>Tourism and Recreation</b>	<b>Scenic Beauty, Recreation, Brand and Tourism Industry</b> <ul style="list-style-type: none"> <li>Strong Tourism Industry</li> <li>Four Season Recreation</li> <li>Significant tourism destinations throughout Wasco County</li> <li>Natural Diversity</li> </ul>	<b>Variation in Tourism Impacts</b> <ul style="list-style-type: none"> <li>No comprehensive approach to tourism planning—two regions</li> </ul>	<b>Expanding Tourism</b> <ul style="list-style-type: none"> <li>Year Round, Into Less Traveled Areas with adequate infrastructure to support visitors or plans to develop it</li> <li>Preserves Rural Character</li> <li>Brand: Market as World Class Destination</li> </ul>	<b>Tourism Challenges</b> <ul style="list-style-type: none"> <li>Seasonality can be challenging for communities and businesses</li> <li>Changes in natural resources (fisheries, forest, etc) impact visitor interest</li> </ul>
<b>EDC</b>	<b>EDC Relationships, Reputation</b> <ul style="list-style-type: none"> <li>Positive momentum around successful projects</li> <li>Strong relationships with many communities and organizations</li> <li>Support from Wasco County BOCC and staff</li> </ul>	<b>EDC Capacity</b> <ul style="list-style-type: none"> <li>Limited capacity/staff time</li> <li>Low profile for the work accomplished</li> <li>Ability to address diverse needs in different parts of the County</li> <li>Increasingly challenging funding environment for projects</li> </ul>	<b>EDC Accomplishments, Assets</b> <ul style="list-style-type: none"> <li>Further leverage EDC Commissioners as resource</li> <li>Improve tracking of outcomes and better share accomplishments and activities</li> <li>Further develop approach to fulfilling leadership role</li> </ul>	<b>EDC Stability</b> <ul style="list-style-type: none"> <li>Annual funding cycle tied to County budgeting process</li> <li>Explore diversification of funding for activities</li> </ul>

## **Memorandum**

**Date:** December 13, 2016  
**To:** Wasco County Board of Commissioners  
**From:** Carrie Pipinich, Wasco County EDC Staff  
**Re:** EDC Candidates and Reappointments

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### **Overview**

The Wasco County Economic Development Commission (EDC) has several positions that have expiring terms or requests for changing representation for your consideration at this time.

### **Changing Representation for Position 5**

The term is for Position 5 which was previously held by Daniel Hunter.

Position 5 is a designated seat for a representative of the City of The Dalles. It has been held by Daniel Hunter who has changed his position at the City. This term expires in December of 2017.

EDC recommendation for the position is determined by recommendations from the represented entity. For Position 5, The City of The Dalles recommends replacing Daniel Hunter with Matthew Klebes, Assistant to the City Manager, who will have a focus on economic development related items. Matthew's interest form is attached for reference along with Daniel Hunter's letter of resignation from the EDC.

### **Reappointment for Positions 6 and 10**

Position 6 represents the Chambers of Commerce in Wasco County. Nan Wimmers was appointed in 2015 to fill out the remainder of a term, and has expressed interest in serving an additional full term with this reappointment. Staff discussed this with The Dalles Area Chamber of Commerce who concurs with the recommendation to reappoint Nan Wimmers to Position 6.

Position 10 is an at-large position held by Joan Silver. Joan is the immediate past-Chair of the EDC and is interested in continuing to serve on the Commission. Her institutional knowledge of EDC's history and engagement throughout the County is invaluable.

### **Request**

Final appointments are made by the Wasco County Board of Commissioners.

- Recommendation: Appoint Matthew Klebes for Position 5 beginning January 1<sup>st</sup> to fulfill the term through December 31, 2017.
- Recommendation: Reappoint Nan Wimmers to an additional term in Position 6 through Dec. 31, 2020.
- Recommendation: Reappoint Joan Silver to an additional term in Position 10 through December 21, 2020.



**CITY of THE DALLES**

313 COURT STREET  
THE DALLES, OREGON 97058

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

Friday, December 02, 2016

TO:

**BOARD OF COUNTY COMMISSIONERS WASCO COUNTY, OREGON**

FROM:

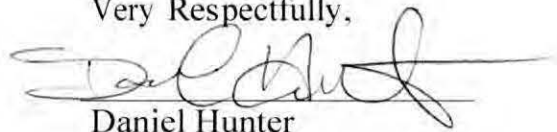
Daniel Hunter, EDC Commissioner #5

Dear Commissioners, as you may be aware September 1, 2016 I began a new chapter as Human Resources Director for the City of The Dalles. As of November 28, 2016 my previous position with the City, focusing on Economic Development, has been filled by Matthew Klebes. Due to this change, it is appropriate that I tender my resignation from the Wasco County Economic Development Commission.

I want to thank you for allowing me the opportunity to serve the community of The Dalles and Wasco County. It was, I hope, a mutually beneficial appointment and one that I certainly enjoyed. My greatest hope is for the EDC to continue with previous successes, establish and achieve lofty goals. Your continued support of this Commission is vital to the economic stability of the County. I personally thank you for that.

This letter is to convey my resignation from the Wasco County Economic Development Commission, Position #5 effective December 31, 2016. It is also to express my sincere gratitude and hope for continued success.

Very Respectfully,



Daniel Hunter



## WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION INTEREST FORM

The purpose of this form is to assist the Wasco County Economic Development Commission (EDC), Wasco EDC staff, and Wasco County Board of Commissioners in evaluating the qualifications of an applicant for appointment to the Wasco County EDC. This is an unpaid position for a four year period. **Please complete the entire form and return to:**

*Wasco County Economic Development Commission  
c/o Mid-Columbia Economic Development District  
515 East Second Street, The Dalles, OR 97058  
[carrie@mcedd.org](mailto:carrie@mcedd.org)  
For questions call 541-296-2266.*

### PERSONAL DATA

Preferred Mailing Address: Home ☐ Business ☒

Preferred Title Mr. (e.g. Mr, Mrs, Ms, Dr, etc.)

First Name Matthew Last Name Klebes

Home Mailing Address [REDACTED]

City The Dalles State OR Zip 97058

County Wasco

Business Name City of The Dalles

Business Address 313 Court St

City The Dalles State OR Zip 97058

Occupation Assistant to the City Manager

Home Phone [REDACTED] Business Phone (541) 296-5481 ext 1150

Cell Phone (optional) [REDACTED] E-mail address mklebes@ci.the-dalles.or.us

### INTEREST IN APPOINTMENT

Describe in detail why you are interested in serving on the Wasco County Economic Development Commission. Include information about your background and how you meet the requirements for the position being sought. *You may complete this section on a separate sheet.*

I request to be placed on this Committee with the recommendation of the City Manager of The Dalles. As the Assistant to the City Manager for The City of The Dalles my work will place a priority on community and economic development. Previously, as the Executive Director of The Dalles Main Street, I consistently worked on community and economic initiatives in the downtown core and I am excited to work on related issues throughout Wasco County.

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**ADDITIONAL INFORMATION**

Do you have any identified conflicts of interest serving on this Commission (please identify)?

NONE

Completed forms may be returned to: *Wasco County Economic Development Commission, c/o MCEDD, 515 East Second Street, The Dalles, OR 97058* or [carrie@mcedd.org](mailto:carrie@mcedd.org). Forms are due by 5 p.m. on Wednesday, November 12, 2014.

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

IN THE MATTER OF THE APPOINTMENT OF	)	
MATTHEW KLEBES TO THE WASCO COUNTY	)	ORDER
ECONOMIC DEVELOPMENT COMMISSION	)	#16-116
POSITION #5	)	

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 City of the Dalles representative, Daniel Hunter has submitted his resignation from the EDC effective December 31, 2016, creating a vacancy on the Wasco County Economic Development Commission (EDC); and

IT FURTHER APPEARING TO THE BOARD: That Matthew Klebes is willing and is qualified to be appointed to the Wasco Economic Development Commission and has been nominated for this position by the EDC.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Matthew Klebes be and is hereby appointed to the Wasco County Economic Development Commission in Position #5 to complete the term of Daniel Hunter; said term to expire on December 31, 2017.

DATED this 21<sup>st</sup> Day of December, 2016.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steve Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Agenda Item**  
**Designating Enterprise Zone Manager**

- [City of The Dalles Designation](#)
- [Resolution 16-026 Designating Matthew Klebes  
as Enterprise Zone Manager](#)



**A RESOLUTION DESIGNATING  
THE ENTERPRISE ZONE MANAGER  
FOR THE CITY/WASCO COUNTY ENTERPRISE ZONE**

Izetta Grossman, City Clerk

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DESIGNATING)	
CITY OF THE DALLES PROJECT )	RESOLUTION
COORDINATOR MATTHWE KLEBES)	#16-026
AS THE LOCAL ENTERPRISE ZONE )	
MANAGER )	

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

WHEREAS, Wasco County is co-sponsoring an enterprise zone with the City of The Dalles; and

WHEREAS, City of The Dalles Project Coordinator Daniel Hunter was previously appointed by the City of The Dalles as the local Enterprise Zone Manager; and

WHEREAS, City of The Dalles City Manager Assistant Matthew Klebes has been permanently hired by the City of The Dalles; and

WHEREAS, The City of The Dalles, contingent on concurrence of the Wasco County Board of Commissioners, has ended the appointment of Daniel Hunter as Enterprise Zone Manager and appointed Matthew Klebes as Enterprise Zone Manager effective December 12, 2016.

NOW, THEREFORE, THE WASCO COUNTY BOARD OF  
COMMISSIONERS HEREBY RESOLVES to designate City of The Dalles City  
Manager Assistant Matthew Klebes as the local Enterprise Zone Manager.

DATED this 21<sup>st</sup> day of December, 2016.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



**Agenda Item**  
**Wasco County Watershed Councils**

- [Wasco County Watershed Councils Coordinating Board Annual Report](#)

## Wasco County Watershed Councils Annual Report FY 2015/2016

### Wasco County Watershed Councils Coordinating Board

The Coordinating Board met 4 times over the course of the last year. The board spent a lot of time discussing the structure and roles of the board. The Coordinating Board used this last year to update their by-laws and meeting rules, worked on a prioritization process for the Action Plan, as well as updated their Annual Work Plan.

#### Coordinating Board Members:

Mosier - Kris McNall & Bryce Molesworth  
The Dalles - Ken Bailey & Bruce Lumper  
Fifteenmile - Bill Hammel & Phil Kaser  
White River - Pat Davis & Herb Snodgrass  
Bakeoven / Buck Hollow - Bob Krein



### Mosier Watershed Council

The Mosier Watershed Council held 5 watershed council meetings. They started a surface water committee to address noxious

weeds, plant acorns, and discuss the UPRR project and restoration opportunities. The State legislature approved \$1,000,000 to be used for well repair and replacement. In addition to the Mosier Million, the council was also able to put into place "Special Well Construction Standards" that now require drillers to work closely with OWRD on site location, well depth, and well construction. The council has been focused on working with OWRD, GSI and the SWCD to prioritize and assess wells, starting in zone 1. The council has worked together to inform the public and get as many well owners to participate in the program as possible. They have also worked with local watershed council members and OWRD to explore deeper sources of groundwater. The project was awarded funding through OWRD, and is expected to start work soon. The council has also been very interested in the monitoring and restoration efforts that are and will continue to take place due to the train derailment in June. There was an emergency meeting called to inform the council on the details and environmental damage of the derailment, to discuss restoration plans, and to outline how groundwater pollutants will be monitored into the future.

### The Dalles Watershed Council

The Dalles Watershed Council held 5 watershed council meetings and one summer celebration.

The council was focused on the completion of the Mill Creek Side-Channel project. The project was completed Fall of 2015 and the plantings and reseed-ing was completed in the Spring of 2016. The side channel project has hosted numerous tours with different agencies very interested in the success of the side channel. The council also received presentations and annual reports on the data collection regarding the Pesticide Stewardship Partnership from ODA and DEQ, E. coli monitoring, ODFW fish counts in Mill Creek as well as Lamprey monitoring efforts of the Confederate Tribes of Warm Springs. The council has also been interested and kept up to speed on the Mill Creek Trail and Greenway efforts. The council spent a day planting the Creekview property with native plants to help stabilize the eroding hillside and along the creek for additional shading.

Urban Conservation Planning has also started taking shape with Nate Woodard leading the charge to develop an education and outreach program for urban Creekside landowners.







### Fifteenmile Watershed Council

The Fifteenmile Watershed Council held 5 council meetings. The council had another successful year of the FAST program. The 2015 irrigation season was one of the hottest on record with two alerts being issued lasting a total of 16 days. Although

stream temperatures reached 76 degrees, there were no reported fish kills. The first alert extended from June 24 to July 8. The participation of landowners in the FAST program kept 3.00 cfs instream during that time period. While the council has continued interest in the FAST program they have also focused on water storage. After the completion of the above ground storage feasibility study, which found a reservoir to be very expensive with residual unknowns, the council has been working towards an alternative. They have received presentations from OWRD, USGS, and GSI about the potential for subsurface storage. The council's goals have been to gain knowledge on the geology, hydrology and water availability of a subsurface storage facility. The council applied to OWRD for \$150,000 and OWEB \$50,000 for the managed underground storage feasibility study, both of which were awarded funding. The SWCD also worked with ODA on extending the Fifteenmile Creek Subbasin Reservations that were approved in June. The council received the 2015 data results from DEQ on the Pesticide Stewardship Partnership, along with Monitoring updates from ODA and the annual steelhead update from ODFW.

### Bakeoven / Buck Hollow Watershed Council



They have held 2 joint meetings this fiscal year with the White River Watershed Council. The first joint meeting with the White River council was followed by the local neighborhood meeting in Maupin. The councils received updates from NRCS on Conservation Programs, FSA with Farm Bill updates, OSU, SWCD and Wy'East RC&D updates.

The Bakeoven / Buck Hollow Watershed Council sat down and discussed resource concerns and range management needs, which resulted in working with the SWCD and NRCS to pursue funding opportunities. The council submitted an application for a technical assistance grant that will be used to inventory and assess upland conditions in the Bakeoven watershed as a basis for a Resource Management Plan that will be used by the watershed council to prioritize restoration projects.



### White River Watershed Council

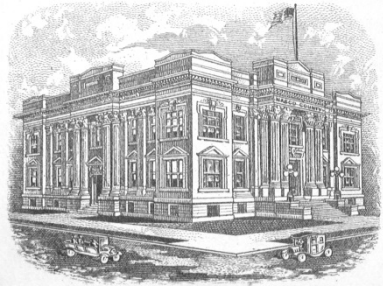
The White River Council held 2 watershed council meetings in conjunction with the Bakeoven/Buck Hollow Watershed Council.

White River watershed council members and landowners have been busy working with the SWCD and NRCS on the Regional Conserva-

tin Partnership Program (RCPP). This project includes: The removal of six fish passage barriers to increase fish habitat access; Improve irrigation efficiency to save 7,300 acre feet of water annually; Restore flows in 21.9 miles of stream; and other identified activities to increase water quality, improve irrigation efficiency, and improve fish habitat in this critical area.

**Agenda Item**  
**The Dalles Main Street MOU Amendment**

- [The Dalles Main Street MOU Amendment #2](#)
- [Wasco County/The Dalles Main Street Agreement  
for Storage](#)



## **Memorandum of Understanding Between Wasco County/City of The Dalles and The Dalles Main Street SECOND ADDENDUM**

December 21, 2016

To: The Dalles Main Street

Re: July, 2016 Memorandum of Understanding Between Wasco County/City of The Dalles and The Dalles Main Street (the "MOU")

Wasco County and the City of The Dalles hereby agree to amend, at the request of The Dalles Main Street, the above referred contract:

The "immediate opportunity project" described in the MOU, as follows:

- A one-time total payment in the amount of \$5,000 to construct a parklett in the downtown area of The Dalles. Any and all on-going costs or maintenance associated with said parklett shall be the responsibility of Main Street.

Shall be removed and replaced by the following "immediate opportunity project":

- A one-time payment in the amount of \$5,000 to improve existing storage bay(s) on Wasco County property located in the area of 10<sup>th</sup> and Walnut Streets in The Dalles, OR (the "Property"). The improved bays will be available for the use of The Dalles Main Street for the purpose of storing \_\_\_\_\_ contingent upon all parties executing the Intergovernmental Agreement for Storage (the "IGA") attached as Exhibit A and in Wasco County's sole discretion. Any and all on-going maintenance associated with said storage units and/or any improvements thereto shall be the responsibility of Main Street. Any and all expenditures and improvements pursuant to this for the IGA are non-refundable and shall inure to the benefit of Wasco County.

In all other aspects, the MOU shall remain in effect.

**COUNTY** Date: December 21, 2016

**CITY**

Rod L. Runyon, Commission Chair

\_\_\_\_\_  
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Julie Krueger, City Manager

Kristen Campbell, County Counsel

**THE DALLES MAIN STREET**

\_\_\_\_\_  
Jeremiah Paulson, Interim Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gene Parker  
City Attorney



## INTERGOVERNMENTAL AGREEMENT FOR STORAGE

This Intergovernmental Agreement for Storage (this "Agreement") is entered into and made effective for all purposes as of December 21, 2016 (the "Effective Date") between the City of The Dalles, an Oregon municipal corporation ("City"), and Wasco County, a political subdivision of the State of Oregon ("County").

### RECITALS:

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

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

D. City and County desire to enter into this Agreement in order to provide City the opportunity to use certain portions of the Complex for the purpose of storing \_\_\_\_\_.

### AGREEMENT:

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

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

2. Storage. City may utilize the Complex for the storage of \_\_\_\_\_ and related purposes. County grants City such rights of ingress and egress as is necessary or appropriate for City's storage of \_\_\_\_\_ on or at the Complex. City will store the \_\_\_\_\_ in that certain Complex area(s) designated and depicted in the attached Exhibit A (the "Storage Area(s)"). In connection with City's use of the Storage Area, City will (a) repair, within a reasonable period of time, any improvements, including, without limitation, landscaping, within the Storage Area that are damaged or destroyed due to City's use of the Storage Area for any reason; and (b) clear and properly dispose of debris, litter, and cinder placed by City in the Storage Area. County will provide City use of the Storage Area free of charge. Under no circumstance shall any hazardous, contaminant or dangerous material be placed at the Complex by City for any reason. The placement by City, or any agents of City, of any hazardous, contaminant, dangerous material or any property not listed in this Agreement will lead to immediate termination of this Agreement.

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

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

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

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

City:  
City of The Dalles,  
an Oregon municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor



**Agenda Item**  
**Financial Report**

- [Finance Director's December 2016 Report](#)
- [November 2016 Financials](#)



## Finance Report for 12/21/16 Commissioner's Meeting

### Revenue Review

As of the end of November, the straight-line method should put the County at 42% budget execution (5 months out of 12). However, most county revenues are NOT linear so it is better to compare to the prior year as far as percentage of budget execution and total spending year over year. A better comparison is percent of budget executed in the current fiscal year to the same point in the prior year.

Using this metric, overall Wasco County has executed 47.0% of the revenue budget for the year versus 43.3% for the same point last fiscal year. In dollars, this means the County has received \$2 million more in revenue now versus the same time last year. The schedule below breaks this down.

Fund	Revenue	Amount (in thousands)
General Fund	Property Tax	\$ 475
General Fund	Transfer from Economic Development Fund	300
Community		
Corrections Fund	Grant in Aid & Justice Reinvestment Program	580
911	Charges for services for The Dalles and MCFR	
Communications	(The Dalles has paid the full amount for the year)	
Fund	& Phone Tax	345
Reserve Funds	Transfer in from General Fund	167
All funds	Interest Earned	48
		1,915

As the schedule above shows, although the County has about \$2 million more in revenue recorded at this time than last year at this time, it is primarily one time money (grants \$580K), transfers of funds between funds (\$467K). The \$346K increase in the 911 Communications fund was primarily due to The Dalles paying the full amount due and not just a percent of the expected amount. This is not really a permanent increase but rather a timing issue. Leaving the solid increase in revenue to be \$523K due to the property tax (\$457K) and the Interest earned on all funds (\$48K) part of which might be timing of entries.

The only ongoing increase is the property tax; the interest appears to be a timing/recording issue.

## Expense Review

On the expense side, personnel execution is at 38.3% of the budget county-wide, well under the 42% straight-line expectation for this point of the fiscal year. However, when compared to the prior year there is an additional \$387K in spending.

Comparing this to the increased revenue puts the county only \$70K ahead of the same point last year when only considering Personnel costs.

Materials and Services has executed 33.5% of the FY17 budget across all funds, so this is under the straight-line assumption of 42%. However, this is 3.1% more than the budget execution at this point for FY16. This amounts to \$600K.

Fund	Material/Service Purpose	Amount (in thousands)
General Fund	NORCOR - timing issue	\$ 108
Public Works	Contracted Services and Emulsified Asphalt primarily	269
Special Economic Development	FY16 was \$0, budgeted for special projects	281
		658

None of these expense increases are problematic as the NORCOR is due to timing of a payment – basically we are at the 50% budget execution point. The Public Works expenses are not linear and there was no emulsified asphalt in FY16 at this point. The Special Economic Development Fund is had no expenses at this point last year and is a set amount that is not ongoing and covered by revenues already received.

Capital expense is not a linear expense as the costs vary and spike month to month based on planned purchases. The differences this year are due to vehicles not being paid for yet and offsetting that is the building work done on the Courthouse. This is all in the general fund.

## Summary

Everything is moving along as planned and the county remains within budgeted expectations. The issue to focus on is ensuring that expenses – especially personnel – do not increase faster than revenues. Currently, we are not in that situation yet, but this will just get tighter. Just this month we finally have all advertised positions with staff either started or going to start. That means personnel costs will increase as a portion of revenue. While this will all be within budget and not be a problem this year, it is something management needs to be aware of in planning future budget cycles.



# Wasco County Monthly Report

## General Fund Revenue - November 2016

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>							
<b>GENERAL FUND</b>							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R	8,596,285	7,766,381	7,308,981	90.3%	88.6%	6.3%	457,400.20
LICENSES FEES & PERMITS-R	876,500	459,934	335,489	52.5%	56.2%	37.1%	124,445.58
INTERGOV'T REV - NON SINGLE AUDIT-R	528,480	289,742	277,669	54.8%	54.5%	4.3%	12,073.13
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-
INVESTMENT EARNINGS-R	32,200	25,620	13,155	79.6%	46.6%	94.8%	12,464.96
RENTS-R	1,335	-	-	0.0%	0.0%	#DIV/0!	-
MISCELLANEOUS-R	134,277	12,249	98,274	9.1%	63.8%	-87.5%	(86,024.53)
TRANSFERS IN-R	1,482,882	617,867	314,845	41.7%	40.3%	96.2%	303,022.45
GENERAL FUND RESOURCES-R Total	11,655,159	9,171,794	8,348,412	78.7%	80.9%	9.9%	823,381.79
NON-DEPARTMENTAL RESOURCES-R Total	11,655,159	9,171,794	8,348,412	78.7%	80.9%	9.9%	823,381.79
ASSESSMENT & TAXATION-R	17,550	18,791	21,866	107.1%	102.7%	-14.1%	(3,075.22)
COUNTY CLERK-R							
COUNTY CLERK-R	125,600	69,610	67,960	55.4%	59.2%	2.4%	1,650.50
ELECTIONS-R	9,100	440	9,753	4.8%	95.2%	-95.5%	(9,312.78)
COUNTY CLERK-R Total	134,700	70,050	77,713	52.0%	62.1%	-9.9%	(7,662.28)
SHERIFF-R							
EMERGENCY MANAGEMENT-R	110,487	24,146	12,900	21.9%	13.2%	87.2%	11,246.49
MARINE PATROL-R	52,145	26,226	43,308	50.3%	83.1%	-39.4%	(17,082.06)
LAW ENFORCEMENT-R	283,460	105,144	105,664	37.1%	36.4%	-0.5%	(520.38)
SHERIFF-R Total	446,092	155,517	161,872	34.9%	36.8%	-3.9%	(6,355.95)
ADMINISTRATIVE SERVICES-R							



## Wasco County Monthly Report

### General Fund Revenue - November 2016

INFORMATION TECHNOLOGY-R	106,250	57,468	32,570	54.1%	31.3%	76.4%	24,898.05
EMPLOYEE & ADMINISTRATIVE SERVICES-R	2,650	4,016	432	151.5%	16.6%	829.6%	3,583.70
FACILITIES-R	289,476	67,136	65,422	23.2%	32.8%	2.6%	1,713.91
ADMINISTRATIVE SERVICES-R Total	398,376	128,619	98,424	32.3%	32.2%	30.7%	30,195.66
ADMINISTRATION-R							
ADMINISTRATION-R	42,100	2,087	2,594	5.0%	4.7%	-19.5%	(506.92)
PASS-THROUGH GRANTS-R	194,000	46,572	68,598	24.0%	35.8%	-32.1%	(22,026.64)
NORCOR-R	26,100	8,321	7,979	31.9%	30.6%	4.3%	341.86
VETERANS-R	32,020	22,187	8,546	69.3%	26.7%	159.6%	13,640.80
ADMINISTRATION-R Total	294,220	79,167	87,717	26.9%	28.8%	-9.7%	(8,550.90)
DISTRICT ATTORNEY-R	174,326	54,198	43,570	31.1%	26.7%	24.4%	10,627.21
PLANNING-R	146,150	95,554	88,325	65.4%	61.3%	8.2%	7,229.50
PUBLIC WORKS-R	16,065	3,180	6,250	19.8%	47.8%	-49.1%	(3,070.00)
YOUTH SERVICES-R	43,300	22,210	10,505	51.3%	34.5%	111.4%	11,704.76
GENERAL FUND Total	13,325,938	9,799,080	8,944,656	73.5%	75.4%	9.6%	854,424.57
Revenue Total	13,325,938	9,799,080	8,944,656	73.5%	75.4%	9.6%	854,424.57



# Wasco County Monthly Report

## General Fund - Expenditures - November 2016

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	853,087	296,012	296,534	34.7%	34.6%	-0.2%	(522.56)
COUNTY CLERK-E							
COUNTY CLERK-E	227,352	88,798	95,452	39.1%	46.9%	-7.0%	(6,654.68)
ELECTIONS-E	117,484	65,191	29,284	55.5%	26.4%	122.6%	35,907.10
COUNTY CLERK-E Total	344,836	153,988	124,736	44.7%	39.6%	23.5%	29,252.42
SHERIFF-E							
EMERGENCY MANAGEMENT-E	139,861	26,750	30,088	19.1%	24.4%	-11.1%	(3,337.88)
MARINE PATROL-E	50,370	26,374	21,669	52.4%	41.4%	21.7%	4,704.89
LAW ENFORCEMENT-E	2,142,314	810,832	813,894	37.8%	40.1%	-0.4%	(3,062.14)
SHERIFF-E Total	2,332,545	863,956	865,651	37.0%	39.3%	-0.2%	(1,695.13)
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	875,077	370,494	326,201	42.3%	39.6%	13.6%	44,293.13
COUNTY COMMISSION-E	198,042	80,658	80,193	40.7%	41.5%	0.6%	464.87
EMPLOYEE & ADMINISTRATIVE SERVICES-E	904,631	318,285	189,819	35.2%	29.9%	67.7%	128,465.92
FACILITIES-E	952,396	326,576	213,705	34.3%	29.5%	52.8%	112,870.72
ADMINISTRATIVE SERVICES-E Total	2,930,145	1,096,013	809,918	37.4%	34.1%	35.3%	286,094.64
ADMINISTRATION-E							
ADMINISTRATION-E	900,550	277,902	367,897	30.9%	43.1%	-24.5%	(89,995.03)
PASS-THROUGH GRANTS-E	186,092	58,023	68,598	31.2%	35.8%	-15.4%	(10,575.03)
NORCOR-E	1,943,848	963,834	855,645	49.6%	41.2%	12.6%	108,189.15
VETERANS-E	145,251	60,532	52,089	41.7%	39.7%	16.2%	8,443.03
SPECIAL PAYMENTS-E	407,525	168,540	151,768	41.4%	40.0%	11.1%	16,772.31
ADMINISTRATION-E Total	3,583,266	1,528,832	1,495,998	42.7%	41.2%	2.2%	32,834.43



## Wasco County Monthly Report

### General Fund - Expenditures - November 2016

DISTRICT ATTORNEY-E	576,865	226,522	225,696	39.3%	41.8%	0.4%	826.26
PLANNING-E							
PLANNING & DEVELOPMENT-E	759,017	268,724	189,280	35.4%	27.8%	42.0%	79,444.33
PLANNING-E Total	759,017	268,724	189,280	35.4%	27.8%	42.0%	79,444.33
PUBLIC WORKS-E							
SURVEYOR-E	65,199	23,855	22,966	36.6%	36.8%	3.9%	889.08
WATERMASTER-E	2,415	52	1,365	2.1%	36.6%	-96.2%	(1,313.40)
PUBLIC WORKS-E Total	67,614	23,907	24,331	35.4%	36.7%	-1.7%	(424.32)
YOUTH SERVICES-E	534,020	221,728	196,737	41.5%	39.8%	12.7%	24,991.42
NON-DEPARTMENTAL EXPENDITURES-E	2,907,500	1,203,193	931,650	41.4%	41.1%	29.1%	271,542.15
<b>GENERAL FUND Total</b>	<b>14,888,894</b>	<b>5,882,876</b>	<b>5,160,532</b>	<b>39.5%</b>	<b>38.4%</b>	<b>14.0%</b>	<b>722,343.64</b>
<b>Expense Total</b>	<b>14,888,894</b>	<b>5,882,876</b>	<b>5,160,532</b>	<b>39.5%</b>	<b>38.4%</b>	<b>14.0%</b>	<b>722,343.64</b>



# Wasco County Monthly Report

## Public Works - Revenue Expense - November 2016

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>							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R	23,600	18,001	9,333	76.3%	51.6%	92.9%	8,668.24
INTERNAL SERVICES-R	3,180	-	1,325	0.0%	41.7%	-100.0%	(1,325.00)
<b>PUBLIC WORKS RESOURCES-R Total</b>	<b>26,780</b>	<b>18,001</b>	<b>10,658</b>	<b>67.2%</b>	<b>50.1%</b>	<b>68.9%</b>	<b>7,343.24</b>
NON-DEPARTMENTAL RESOURCES-R Total	26,780	18,001	10,658	67.2%	50.1%	68.9%	7,343.24
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	10,000	-	-	0.0%	0.0%	#DIV/0!	-
INTERGOV'T REV - NON SINGLE AUDIT-R	2,371,200	657,898	631,850	27.7%	30.5%	4.1%	26,047.31
INTERGOV'T REV - SINGLE AUDIT-R	100,200	175	-	0.2%	0.0%	#DIV/0!	174.52
MISCELLANEOUS-R	1,000	4,008	3,067	400.8%	613.5%	30.6%	940.04
SALE OF FIXED ASSETS-R	10,000	-	-	0.0%	0.0%	#DIV/0!	-
CHARGES FOR SERVICES-R	196,000	68,810	106,497	35.1%	54.3%	-35.4%	(37,686.50)
<b>PUBLIC WORKS-R Total</b>	<b>2,688,400</b>	<b>730,890</b>	<b>741,415</b>	<b>27.2%</b>	<b>26.3%</b>	<b>-1.4%</b>	<b>(10,524.63)</b>
PUBLIC WORKS-R Total	2,688,400	730,890	741,415	27.2%	26.3%	-1.4%	(10,524.63)
<b>PUBLIC WORKS FUND Total</b>	<b>2,715,180</b>	<b>748,891</b>	<b>752,072</b>	<b>27.6%</b>	<b>26.5%</b>	<b>-0.4%</b>	<b>(3,181.39)</b>
<b>Revenue Total</b>	<b>2,715,180</b>	<b>748,891</b>	<b>752,072</b>	<b>27.6%</b>	<b>26.5%</b>	<b>-0.4%</b>	<b>(3,181.39)</b>
<b>Expense</b>							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,624,939	637,741	548,182	39.2%	38.8%	16.3%	89,558.85





## Wasco County Monthly Report

### Public Works - Revenue Expense - November 2016

MATERIALS & SERVICES-E	1,332,400	531,558	248,419	39.9%	23.5%	114.0%	283,138.80
CAPITAL OUTLAY-E	230,000	-	10,000	0.0%	13.3%	-100.0%	(10,000.00)
<b>PUBLIC WORKS-E Total</b>	<b>3,187,339</b>	<b>1,169,299</b>	<b>806,601</b>	<b>36.7%</b>	<b>31.7%</b>	<b>45.0%</b>	<b>362,697.65</b>
PUBLIC WORKS-E Total	3,187,339	1,169,299	806,601	36.7%	31.7%	45.0%	362,697.65
PUBLIC WORKS FUND Total	3,187,339	1,169,299	806,601	36.7%	31.7%	45.0%	362,697.65
<b>Expense Total</b>	<b>3,187,339</b>	<b>1,169,299</b>	<b>806,601</b>	<b>36.7%</b>	<b>31.7%</b>	<b>45.0%</b>	<b>362,697.65</b>



# Wasco County Monthly Report

## All Funds Revenue Expense Summary - November 2016

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	994,687	640,259	285,888	64.4%	30.9%	124.0%	354,371.25
911 EQUIPMENT RESERVE	1,200	842	469	70.1%	39.1%	79.5%	372.70
CAPITAL ACQUISITIONS FUND	912,650	382,762	294,363	41.9%	41.8%	30.0%	88,398.81
CDBG GRANT FUND	5,478,670	106,221	-	1.9%	0.0%	#DIV/0!	106,220.92
CLERK RECORDS FUND	7,425	4,288	4,380	57.7%	66.9%	-2.1%	(91.74)
COMM ON CHILDREN & FAMILIES FUND	147,600	26,044	64,794	17.6%	61.8%	-59.8%	(38,750.16)
COMMUNITY CORRECTIONS FUND	1,506,382	841,884	267,060	55.9%	24.3%	215.2%	574,824.64
COUNTY FAIR FUND	169,550	97,626	81,100	57.6%	46.3%	20.4%	16,526.04
COUNTY SCHOOL FUND	280,200	64,427	98,247	23.0%	34.0%	-34.4%	(33,819.65)
COURT FACILITIES SECURITY FUND	3,855	10,306	11,415	267.3%	37.1%	-9.7%	(1,108.99)
DISTRICT ATTORNEY	2,600	1,733	1,138	66.7%	69.0%	52.2%	594.73
FACILITY CAPITAL RESERVE	912,000	381,858	293,541	41.9%	41.8%	30.1%	88,317.00
FOREST HEALTH PROGRAM FUND	380	231	346	60.8%	0.6%	-33.3%	(115.31)
<b>GENERAL FUND</b>	<b>13,325,938</b>	<b>9,799,080</b>	<b>8,944,656</b>	<b>73.5%</b>	<b>75.4%</b>	<b>9.6%</b>	<b>854,424.57</b>
GENERAL OPERATING RESERVE	812,000	341,037	252,885	42.0%	41.8%	34.9%	88,151.34
HOUSEHOLD HAZARDOUS WASTE FUND	331,250	115,412	116,328	34.8%	36.7%	-0.8%	(916.45)
KRAMER FIELD FUND	165	116	65	70.2%	43.1%	79.5%	51.33
LAND CORNER PRESERVATION FUND	32,470	14,257	14,896	43.9%	53.8%	-4.3%	(639.22)
LAW LIBRARY FUND	25,700	26,046	25,814	101.3%	125.3%	0.9%	232.02
MUSEUM	112,475	69,355	38,702	61.7%	44.6%	79.2%	30,652.24
PARKS FUND	70,360	48,910	39,442	69.5%	49.7%	24.0%	9,468.31
PUBLIC WORKS FUND	2,715,180	748,891	752,072	27.6%	26.5%	-0.4%	(3,181.39)
ROAD RESERVE FUND	15,000	9,872	5,500	65.8%	42.3%	79.5%	4,372.02
SPECIAL ECON DEV PAYMENTS FUND	1,242,000	50,452	49,651	4.1%	3.8%	1.6%	801.88



## Wasco County Monthly Report

### All Funds Revenue Expense Summary - November 2016

WEED & PEST CONTROL FUND	214,100	61,990	58,666	29.0%	26.4%	5.7%	3,323.99
<b>Revenue Total</b>	<b>29,313,837</b>	<b>13,843,899</b>	<b>11,701,418</b>	<b>47.2%</b>	<b>43.3%</b>	<b>18.3%</b>	<b>2,142,480.88</b>
<b>Expense</b>							
911 COMMUNICATIONS FUND	1,000,111	374,803	418,643	37.5%	42.9%	-10.5%	(43,839.47)
911 EQUIPMENT RESERVE	240,600	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	2,802,650	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,508,670	52,501	-	1.0%	0.0%	#DIV/0!	52,501.43
CLERK RECORDS FUND	50,825	-	731	0.0%	1.8%	-100.0%	(731.12)
COMM ON CHILDREN & FAMILIES FUND	209,846	62,779	78,444	29.9%	45.7%	-20.0%	(15,664.59)
COMMUNITY CORRECTIONS FUND	1,899,882	465,521	406,782	24.5%	33.7%	14.4%	58,739.11
COUNTY FAIR FUND	223,653	125,778	139,969	56.2%	69.1%	-10.1%	(14,190.48)
COUNTY SCHOOL FUND	290,000	-	61,872	0.0%	16.5%	-100.0%	(61,872.06)
COURT FACILITIES SECURITY FUND	36,000	-	-	0.0%	0.0%	#DIV/0!	-
DISTRICT ATTORNEY	21,325	3,822	3,317	17.9%	12.1%	15.2%	504.52
FACILITY CAPITAL RESERVE	2,734,000	10,417	-	0.4%	0.0%	#DIV/0!	10,416.65
FOREST HEALTH PROGRAM FUND	77,219	31,250	41,667	40.5%	18.0%	-25.0%	(10,416.65)
<b>GENERAL FUND</b>	<b>14,888,894</b>	<b>5,882,876</b>	<b>5,160,532</b>	<b>39.5%</b>	<b>38.4%</b>	<b>14.0%</b>	<b>722,343.64</b>
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	397,506	98,128	79,466	24.7%	23.1%	23.5%	18,662.39
KRAMER FIELD FUND	33,145	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	69,539	27,019	29,628	38.9%	44.4%	-8.8%	(2,608.55)
LAW LIBRARY FUND	48,000	8,348	7,398	17.4%	15.4%	12.8%	949.77
MUSEUM	275,149	32,614	41,188	11.9%	16.5%	-20.8%	(8,574.79)
PARKS FUND	85,263	20,654	21,490	24.2%	25.1%	-3.9%	(835.95)
PUBLIC WORKS FUND	3,187,339	1,169,299	806,601	36.7%	31.7%	45.0%	362,697.65
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	2,130,800	697,921	116,667	32.8%	9.0%	498.2%	581,254.15
WEED & PEST CONTROL FUND	252,338	98,865	108,057	39.2%	43.1%	-8.5%	(9,192.07)
<b>Expense Total</b>	<b>42,089,754</b>	<b>9,162,595</b>	<b>7,522,452</b>	<b>21.8%</b>	<b>20.5%</b>	<b>21.8%</b>	<b>1,640,143.58</b>



# Wasco County Monthly Report

## Personnel - All Funds - November 2016

Filters

Fd	(All)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
<b>GENERAL FUND</b>							
ASSESSMENT & TAXATION-E	765,243	264,710	264,607	34.6%	33.8%	0.0%	102.87
COUNTY CLERK-E	278,066	115,327	112,161	41.5%	43.9%	2.8%	3,165.45
SHERIFF-E	1,996,421	784,694	779,724	39.3%	41.1%	0.6%	4,970.30
ADMINISTRATIVE SERVICES-E	1,695,202	627,022	520,852	37.0%	34.5%	20.4%	106,170.14
ADMINISTRATION-E	152,351	54,269	49,242	35.6%	35.4%	10.2%	5,027.11
DISTRICT ATTORNEY-E	518,265	207,010	203,148	39.9%	42.2%	1.9%	3,862.23
PLANNING-E	710,991	250,413	171,038	35.2%	26.8%	46.4%	79,374.87
PUBLIC WORKS-E	56,699	22,726	22,114	40.1%	41.5%	2.8%	612.22
YOUTH SERVICES-E	502,248	210,747	187,875	42.0%	41.4%	12.2%	22,871.86
<b>GENERAL FUND Total</b>	<b>6,675,485</b>	<b>2,536,918</b>	<b>2,310,761</b>	<b>38.0%</b>	<b>37.2%</b>	<b>9.8%</b>	<b>226,157.05</b>
<b>PUBLIC WORKS FUND</b>							
PUBLIC WORKS-E	1,624,939	637,741	548,182	39.2%	38.8%	16.3%	89,558.85
<b>PUBLIC WORKS FUND Total</b>	<b>1,624,939</b>	<b>637,741</b>	<b>548,182</b>	<b>39.2%</b>	<b>38.8%</b>	<b>16.3%</b>	<b>89,558.85</b>
<b>911 COMMUNICATIONS FUND</b>							
SHERIFF-E	825,122	336,453	345,873	40.8%	42.9%	-2.7%	(9,419.99)
<b>911 COMMUNICATIONS FUND Total</b>	<b>825,122</b>	<b>336,453</b>	<b>345,873</b>	<b>40.8%</b>	<b>42.9%</b>	<b>-2.7%</b>	<b>(9,419.99)</b>
<b>COMM ON CHILDREN &amp; FAMILIES FUND</b>							
YOUTH SERVICES-E	73,971	31,418	29,821	42.5%	41.5%	5.4%	1,597.03
<b>COMM ON CHILDREN &amp; FAMILIES FUND Total</b>	<b>73,971</b>	<b>31,418</b>	<b>29,821</b>	<b>42.5%</b>	<b>41.5%</b>	<b>5.4%</b>	<b>1,597.03</b>
<b>COMMUNITY CORRECTIONS FUND</b>							
SHERIFF-E	675,870	242,789	182,656	35.9%	34.0%	32.9%	60,133.26
<b>COMMUNITY CORRECTIONS FUND Total</b>	<b>675,870</b>	<b>242,789</b>	<b>182,656</b>	<b>35.9%</b>	<b>34.0%</b>	<b>32.9%</b>	<b>60,133.26</b>
<b>COUNTY FAIR FUND</b>							



## Wasco County Monthly Report Personnel - All Funds - November 2016

ADMINISTRATION-E	44,103	8,739	10,186	19.8%	24.9%	-14.2%	(1,447.04)
<b>COUNTY FAIR FUND Total</b>	<b>44,103</b>	<b>8,739</b>	<b>10,186</b>	<b>19.8%</b>	<b>24.9%</b>	<b>-14.2%</b>	<b>(1,447.04)</b>
HOUSEHOLD HAZARDOUS WASTE FUND	117,584	44,950	31,225	38.2%	27.4%	44.0%	13,725.41
LAND CORNER PRESERVATION FUND	56,039	25,827	22,129	46.1%	41.6%	16.7%	3,698.45
MUSEUM	44,669	11,890	16,740	26.6%	33.5%	-29.0%	(4,850.07)
PARKS FUND	36,343	5,826	6,791	16.0%	20.7%	-14.2%	(964.76)
WEED & PEST CONTROL FUND	93,588	46,457	37,756	49.6%	41.0%	23.0%	8,701.66
<b>Expense Total</b>	<b>10,267,713</b>	<b>3,929,009</b>	<b>3,542,119</b>	<b>38.3%</b>	<b>37.6%</b>	<b>10.9%</b>	<b>386,889.85</b>



# Wasco County Monthly Report

## Materials and Services All Funds - November 2016

Filters

Fd	(Multiple Items)
Cat	52000

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	87,844	31,302	31,927	35.6%	42.1%	-2.0%	(625.43)
COUNTY CLERK-E	66,770	38,662	12,575	57.9%	21.3%	207.5%	26,086.97
SHERIFF-E	262,322	79,262	85,427	30.2%	33.3%	-7.2%	(6,165.63)
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	395,223	199,889	192,649	50.6%	52.8%	3.8%	7,239.68
EMPLOYEE & ADMINISTRATIVE SERVICES-E	130,750	19,636	18,171	15.0%	37.7%	8.1%	1,465.08
FACILITIES-E	357,970	93,360	70,851	26.1%	25.9%	31.8%	22,509.06
ADMINISTRATION-E							
ADMINISTRATION-E	767,450	277,668	261,365	36.2%	36.0%	6.2%	16,303.29
PASS-THROUGH GRANTS-E	186,092	58,023	68,598	31.2%	35.8%	-15.4%	(10,575.03)
NORCOR-E							
MATERIALS & SERVICES-E	1,943,848	963,834	855,645	49.6%	41.2%	12.6%	108,189.15
VETERANS-E	15,500	6,498	3,802	41.9%	26.0%	70.9%	2,695.44
SPECIAL PAYMENTS-E	407,525	168,540	151,768	41.4%	40.0%	11.1%	16,772.31
DISTRICT ATTORNEY-E	58,600	19,512	22,548	33.3%	38.8%	-13.5%	(3,035.97)
PLANNING-E	48,026	18,311	18,242	38.1%	42.8%	0.4%	69.46
PUBLIC WORKS-E							
SURVEYOR-E	8,500	1,129	852	13.3%	9.2%	32.5%	276.86
WATERMASTER-E	2,415	52	1,365	2.1%	36.6%	-96.2%	(1,313.40)
YOUTH SERVICES-E	31,772	10,982	8,862	34.6%	21.7%	23.9%	2,119.56
<b>GENERAL FUND Total</b>	<b>4,770,607</b>	<b>1,986,660</b>	<b>1,804,648</b>	<b>41.6%</b>	<b>39.0%</b>	<b>10.1%</b>	<b>182,011.40</b>
<b>PUBLIC WORKS FUND</b>							
PUBLIC WORKS-E							



## Wasco County Monthly Report

### Materials and Services All Funds - November 2016

<b>PUBLIC WORKS-E</b>							
MATERIALS & SERVICES-E	1,332,400	531,558	248,419	39.9%	23.5%	114.0%	283,138.80
<b>PUBLIC WORKS FUND Total</b>	<b>1,332,400</b>	<b>531,558</b>	<b>248,419</b>	<b>39.9%</b>	<b>23.5%</b>	<b>114.0%</b>	<b>283,138.80</b>
<b>911 COMMUNICATIONS FUND</b>							
SHERIFF-E	174,989	38,350	72,770	21.9%	43.0%	-47.3%	(34,419.48)
<b>911 COMMUNICATIONS FUND Total</b>	<b>174,989</b>	<b>38,350</b>	<b>72,770</b>	<b>21.9%</b>	<b>43.0%</b>	<b>-47.3%</b>	<b>(34,419.48)</b>
<b>CLERK RECORDS FUND</b>							
COUNTY CLERK-E	30,825	-	731	0.0%	4.7%	-100.0%	(731.12)
<b>CLERK RECORDS FUND Total</b>	<b>30,825</b>	<b>-</b>	<b>731</b>	<b>0.0%</b>	<b>4.7%</b>	<b>-100.0%</b>	<b>(731.12)</b>
<b>COMM ON CHILDREN &amp; FAMILIES FUND</b>							
YOUTH SERVICES-E	135,875	31,361	48,623	23.1%	48.7%	-35.5%	(17,261.62)
<b>COMM ON CHILDREN &amp; FAMILIES FUND Total</b>	<b>135,875</b>	<b>31,361</b>	<b>48,623</b>	<b>23.1%</b>	<b>48.7%</b>	<b>-35.5%</b>	<b>(17,261.62)</b>
<b>COMMUNITY CORRECTIONS FUND</b>							
SHERIFF-E	853,080	68,177	74,073	8.0%	23.9%	-8.0%	(5,895.80)
<b>COMMUNITY CORRECTIONS FUND Total</b>	<b>853,080</b>	<b>68,177</b>	<b>74,073</b>	<b>8.0%</b>	<b>23.9%</b>	<b>-8.0%</b>	<b>(5,895.80)</b>
<b>COUNTY FAIR FUND</b>							
ADMINISTRATION-E							
COUNTY FAIR-E	179,550	117,039	129,783	65.2%	80.3%	-9.8%	(12,743.44)
<b>COUNTY FAIR FUND Total</b>	<b>179,550</b>	<b>117,039</b>	<b>129,783</b>	<b>65.2%</b>	<b>80.3%</b>	<b>-9.8%</b>	<b>(12,743.44)</b>
<b>COUNTY SCHOOL FUND</b>							
ADMINISTRATION-E							
COUNTY SCHOOL-E	290,000	-	61,872	0.0%	16.5%	-100.0%	(61,872.06)
<b>COUNTY SCHOOL FUND Total</b>	<b>290,000</b>	<b>-</b>	<b>61,872</b>	<b>0.0%</b>	<b>16.5%</b>	<b>-100.0%</b>	<b>(61,872.06)</b>
<b>COURT FACILITIES SECURITY FUND</b>							
ADMINISTRATION-E							
COURT FACILITIES-E	36,000	-	-	0.0%	0.0%	#DIV/0!	-
<b>COURT FACILITIES SECURITY FUND Total</b>	<b>36,000</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>-</b>
<b>DISTRICT ATTORNEY</b>							
DISTRICT ATTORNEY-E	19,525	3,072	1,234	15.7%	5.5%	148.9%	1,837.87
<b>DISTRICT ATTORNEY Total</b>	<b>19,525</b>	<b>3,072</b>	<b>1,234</b>	<b>15.7%</b>	<b>5.5%</b>	<b>148.9%</b>	<b>1,837.87</b>
<b>FOREST HEALTH PROGRAM FUND</b>							
ADMINISTRATION-E							
FOREST HEALTH-E	2,219	-	-	0.0%	0.0%	#DIV/0!	-
<b>FOREST HEALTH PROGRAM FUND Total</b>	<b>2,219</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>-</b>
<b>HOUSEHOLD HAZARDOUS WASTE FUND</b>							



## Wasco County Monthly Report

### Materials and Services All Funds - November 2016

PUBLIC HEALTH-E	251,829	53,179	48,242	21.1%	21.7%	10.2%	4,936.98
<b>HOUSEHOLD HAZARDOUS WASTE FUND Total</b>	<b>251,829</b>	<b>53,179</b>	<b>48,242</b>	<b>21.1%</b>	<b>21.7%</b>	<b>10.2%</b>	<b>4,936.98</b>
KRAMER FIELD FUND	33,145	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	3,000	150	300	5.0%	10.0%	-50.0%	(150.00)
LAW LIBRARY FUND	40,000	5,015	4,065	12.5%	10.2%	23.4%	949.77
MUSEUM	62,700	20,723	24,448	33.1%	48.5%	-15.2%	(3,724.72)
PARKS FUND	48,920	14,828	14,699	30.3%	27.9%	0.9%	128.81
SPECIAL ECON DEV PAYMENTS FUND							
ADMINISTRATION-E							
DESIGN LLC-E	1,131,150	281,400	-	24.9%	0.0%	#DIV/0!	281,400.00
SPECIAL ECON DEV PAYMENTS FUND Total	1,131,150	281,400	-	24.9%	0.0%	#DIV/0!	281,400.00
WEED & PEST CONTROL FUND	158,750	52,408	70,302	33.0%	44.3%	-25.5%	(17,893.73)
<b>Expense Total</b>	<b>9,554,564</b>	<b>3,203,920</b>	<b>2,604,208</b>	<b>33.5%</b>	<b>30.4%</b>	<b>23.0%</b>	<b>599,711.66</b>





# Wasco County Monthly Report

## Capital All Funds - November 2016

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	535,302	156,106	113,473	29.2%	33.8%	37.6%	42,633.04
PUBLIC WORKS FUND	230,000	-	10,000	0.0%	13.3%	-100.0%	(10,000.00)
911 EQUIPMENT RESERVE	240,600	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	2,802,650	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,508,670	52,501	-	1.0%	0.0%	#DIV/0!	52,501.43
CLERK RECORDS FUND	20,000	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	2,709,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	28,093	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	8,000	-	6,157	0.0%	77.0%	-100.0%	(6,157.00)
MUSEUM	167,780	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
<b>Expense Total</b>	<b>17,877,095</b>	<b>208,607</b>	<b>129,630</b>	<b>1.2%</b>	<b>0.8%</b>	<b>60.9%</b>	<b>78,977.47</b>



## Wasco County Monthly Report Reserve Funds - November 2016

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	912,000	381,858	293,541	41.9%	41.8%	30.1%	88,317.00
GENERAL OPERATING RESERVE	812,000	341,037	252,885	42.0%	41.8%	34.9%	88,151.34
ROAD RESERVE FUND	15,000	9,872	5,500	65.8%	42.3%	79.5%	4,372.02
<b>Revenue Total</b>	<b>1,739,000</b>	<b>732,767</b>	<b>551,927</b>	<b>42.1%</b>	<b>41.8%</b>	<b>32.8%</b>	<b>180,840.36</b>
<b>Expense</b>							
FACILITY CAPITAL RESERVE	2,734,000	10,417	-	0.4%	0.0%	#DIV/0!	10,416.65
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
<b>Expense Total</b>	<b>8,361,000</b>	<b>10,417</b>	<b>-</b>	<b>0.1%</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>10,416.65</b>



## Wasco County Monthly Report

### Investment/Interest All Funds - November 2016

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
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		
Revenue								
INTEREST EARNED								
911 COMMUNICATIONS FUND	150	137	-	91.6%	0.0%	#DIV/0!	137.40	
911 EQUIPMENT RESERVE	1,200	842	469	70.1%	39.1%	79.5%	372.70	
CAPITAL ACQUISITIONS FUND	12,650	7,762	2,697	61.4%	53.9%	187.8%	5,065.46	
CDBG GRANT FUND	200	166	-	83.0%	#DIV/0!	#DIV/0!	166.08	
CLERK RECORDS FUND	175	126	73	72.1%	73.2%	72.5%	53.01	
COMM ON CHILDREN & FAMILIES FUND	600	348	222	58.0%	44.4%	56.7%	125.84	
COMMUNITY CORRECTIONS FUND	2,000	3,565	800	178.3%	40.0%	345.7%	2,765.17	
COUNTY FAIR FUND	470	190	187	40.4%	37.3%	1.8%	3.31	
COUNTY SCHOOL FUND	200	125	499	62.4%	124.8%	-75.0%	(374.30)	
COURT FACILITIES SECURITY FUND	355	351	134	98.9%	53.6%	162.1%	217.21	
DISTRICT ATTORNEY	100	68	58	67.8%	38.6%	17.2%	9.96	
FACILITY CAPITAL RESERVE	12,000	6,858	2,198	57.2%	73.3%	212.0%	4,659.90	
FOREST HEALTH PROGRAM FUND	380	231	346	60.8%	34.6%	-33.3%	(115.31)	
GENERAL FUND	32,000	21,275	13,150	66.5%	47.0%	61.8%	8,125.12	
GENERAL OPERATING RESERVE	12,000	7,703	2,885	64.2%	57.7%	167.0%	4,817.99	
HOUSEHOLD HAZARDOUS WASTE FUND	450	834	352	185.2%	78.2%	136.8%	481.63	
KRAMER FIELD FUND	165	116	65	70.2%	43.1%	79.5%	51.33	
LAND CORNER PRESERVATION FUND	470	249	200	52.9%	28.6%	24.4%	48.78	
LAW LIBRARY FUND	700	515	283	73.6%	47.2%	82.0%	232.02	
MUSEUM	975	686	404	70.3%	40.4%	69.8%	281.83	
PARKS FUND	575	640	268	111.3%	67.0%	138.7%	371.96	
PUBLIC WORKS FUND	23,500	18,001	9,233	76.6%	51.3%	95.0%	8,768.24	
ROAD RESERVE FUND	15,000	9,872	5,500	65.8%	42.3%	79.5%	4,372.02	



## Wasco County Monthly Report

### Investment/Interest All Funds - November 2016

SPECIAL ECON DEV PAYMENTS FUND	2,000	2,412	187	120.6%	#DIV/0!	1193.2%	2,225.88
WEED & PEST CONTROL FUND	600	768	345	128.0%	57.5%	122.4%	422.62
<b>INTEREST EARNED Total</b>	<b>118,915</b>	<b>83,840</b>	<b>40,554</b>	<b>70.5%</b>	<b>49.3%</b>	<b>106.7%</b>	<b>43,285.85</b>
<b>LID INTEREST</b>							
PUBLIC WORKS FUND	100	-	100	0.0%	100.0%	-100.0%	(100.00)
<b>LID INTEREST Total</b>	<b>100</b>	<b>-</b>	<b>100</b>	<b>0.0%</b>	<b>100.0%</b>	<b>-100.0%</b>	<b>(100.00)</b>
<b>UNSEG TAX INTEREST EARNED</b>							
GENERAL FUND	200	4,345	5	2172.5%	2.6%	82821.4%	4,339.84
<b>UNSEG TAX INTEREST EARNED Total</b>	<b>200</b>	<b>4,345</b>	<b>5</b>	<b>2172.5%</b>	<b>2.6%</b>	<b>82821.4%</b>	<b>4,339.84</b>
<b>Revenue Total</b>	<b>119,215</b>	<b>88,185</b>	<b>40,659</b>	<b>74.0%</b>	<b>49.2%</b>	<b>116.9%</b>	<b>47,525.69</b>

## **Agenda Item**

### **Procurement Cards**

- [City of Portland/Bank of America Procurement Card Agreement](#)
- [General Product Fees and Charges](#)
- [City of Portland Procurement Card Program Linking Authorization](#)

**Amendment No. 6**  
**CONTRACT NO. 30004216**

for

**PROCUREMENT CARD SERVICES**

This Contract, made and entered into this first day of January 2010, by and between Bank of America N.A., hereinafter called Contractor, and the City of Portland, Oregon a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

**WITNESSETH:**

WHEREAS, Contractor is a member of both MasterCard International Incorporated (MasterCard) and VISA International Incorporated (VISA) with full power and authority to issue cards for business and commercial use;

WHEREAS, the Contractor issues and services corporate purchasing cards for business and commercial; and

WHEREAS, City desires to obtain and use, and Contractor desires to issue to City, one or more corporate purchasing card accounts which will be subject to the terms and conditions in this Contract.

ARTICLE I. NOW THEREFORE, in consideration of the mutual promises as set forth below, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

**ORDER OF PRECEDENCE:** In the event there is a perceived or actual conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict will be resolved by designating which portion of the Contract documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract the order of precedence shall be:

- Amendments
- The Agreement
- Attachment A, Statement of Work including Schedules I, II and III
- Attachment B, Schedule of Rebates
- Attachment C, Listing of Consortium Agencies
- Attachment D, Linking Authorization
- Attachment E, Bank of America Corporate Card Service Agreement

**DEFINITIONS:** While other definitions may exist within the banking community for these terms and for the purposes of this Contract, the following definitions shall apply:

**Account** means each Purchasing Card account, including one or more Cardless Accounts (Ghost Accounts), which Contractor (i) issued pursuant to this Contract or (ii) issues and still outstanding as of the effective date of this Contract pursuant to a previous Contract no longer in effect. Each reference in this Contract to "the Account" will mean the City's Account, a Participant's Account, a Cardholder's Account, or any combination thereof as applicable.

**Billing Statement** means the official invoice provided to the City, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and all applicable fees and charges.

**Business Day** means each day on which Bank of America is open to conduct business related to the Services provided under this contract.

**Business Use** means use for City approved business-related purposes.

**Card** means each plastic charge card which Contractor issues or has issued for the Account which is not a Cardless Account.

**Card Administrator** means an individual or individuals authorized by City or a Participant, as applicable, to request Contractor to add or delete Cards and to communicate with Contractor and take other action needed to maintain the Account.

**Cardholder** means an employee or agent of City or a Participant who Contractor or City designates in writing as eligible to make charges using the Card, and who Contractor approves to receive an Account or Device, including a Cardless Account. If a Cardholder or a Card Administrator makes a Device available for use by another party, that person will also be considered a Cardholder.

**Cardless Account**, (may also be called a Control Account or Ghost Account), means an Account for which the Contractor assigns only an Account number, but provides no Card.

**Cash Advance** means use of the Account to obtain cash from a participating financial institution or merchant, or from an ATM or to obtain items readily convertible into cash including, without limitation, money orders, travelers checks, foreign currency, lottery tickets, casino chips and racetrack wagers.

**City** means the City of Portland Oregon, a municipal corporation, by and through its Bureau of Revenue and Financial Services.

**Contractor** means the Bank of America, N.A., a Bank of America Company who have been hired through this contract to provide procurement card services for the City of Portland and other Agencies.

**Cycle Days** means the number of days from the start of the billing period to the Billing Statement date.

**Device** means a device such as a Card or Account number which the Contractor provides under this Agreement to use to make Transactions or other charges on the Account.

**Grace Days** means the number of days after the Billing Statement closing date within which payment is due.

**Participant** means a bureau, office, or division of the City or participating Agency which City designates in writing on a Participant Account Form and which the Contractor approves, for Contractor to issue an Account with its own Account number.

**Payment Due Date** means the payment due date shown on the Account Billing Statement which date shall be the last day of the Settlement Period.

**Settlement Period** means the number of days after the statement closing date within which payment is due.

**Transaction** means a purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Device or the Account.

**Unauthorized Use** means use of the Account or a Device by a person (i) who is not a Cardholder, (ii) who does not have actual, implied or apparent authority to use the Account or Device; and (ii) whose use does not result in a direct or indirect benefit for City, a Participant or Cardholder.

1. **SCOPE OF WORK:** The Contractor shall provide all services necessary for procurement card (the "P-Card") services for the City of Portland and other Agencies as indicated herein in Attachment B as attached hereto. As a provider of such services, all work shall be performed in accordance with Attachment A. The City is financially responsible for purchases made on City P-Card accounts, and for P-Card program management. The City of Portland's, Bureau of Revenue and Financial Services, Procurement Services division will administer the City's Contract resulting for such services. Individual Agencies will be responsible for purchases made on their accounts with the P-Cards entrusted to them, and all Agency program management will be the responsibility of the Agency's P-Card Coordinator. The usage and quantities stated herein reflect only historical information; City and the Agencies do not guarantee any minimum number of transactions or a minimum transaction value through the use of the P-Cards.

2. **EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on January 1, 2010, and shall expire on December 31, 2020 unless terminated sooner as provided herein. The total term of this Contract shall not exceed ten (10) years.

3. **BILLING STATEMENTS:** The Contractor may provide printed and/or electronic billing statements as agreed upon by the contractual Parties.

a. **Billing cycles:**

**Flexible Billing System:** The Contractor's billing system will provide the City with flexible central billing options. All charges incurred by all cardholders will be consolidated into a single corporate billing statement and made available to the

City electronically (or via paper upon exception). Cardholders receive a "memo" statement of their individual charges. Statements can be sent on a weekly, biweekly or monthly basis. If a monthly cycle is chosen, the City may choose the day of the month (between the 4<sup>th</sup> and the 27<sup>th</sup>) or First Day-or-Last Day of the month. If a biweekly or weekly billing cycle is chosen, the City may choose the day of the week (Monday through Friday) on which the billing cycle will end. The Contractor also offers Semi-monthly (same date – twice a month). The City may also elect to have transactions diverted to a separate billing account called a diversion or control account based upon the Merchant Category Code (MCC) associated with the transaction.

b. **Billing Statement Delivery Options:** The Contractor shall provide an electronic corporate billing statement (or paper upon exception) that will serve as the legal invoice to the City from the Contractor.

c. **Payment date:** The City may select grace periods for account payment on corporately billed accounts. Grace periods can range from three to 25 calendar days and must be less than the days in the billing cycle. The following settlement periods are available when a central billing option is chosen and is determined based upon the billing frequency:

Cycle days	7	14	14	30	30	30	30	30
Grace days	3	3	7	3	7	14	20	25

d. **Total number of days from release of bill to due date:** The City has a choice of grace periods for account payment on corporately billed accounts. Grace periods can range from three to 25 calendar days and must be less than the days in your billing cycle. The following settlement periods are available when a central billing option is chosen and is determined based upon the billing frequency:

Cycle days	7	14	14	30	30	30	30	30
Grace days	3	3	7	3	7	14	20	25

e. **Terms and past due information:** The City may select grace period for account payment on corporately billed accounts. Grace periods can range from three to 25 calendar days and must be less than the days in the billing cycle. Auto Debit will be the preferred method in order to avoid late billings.

f. **Electronic Bill:** The Contractor shall provide the City with an electronic billing statement that serves as the legal invoice from the Contractor.

g. **Past due fees:** As the City is currently paying via ACH Debit, a late payment scenario should not occur; should this ever occur the charges listed in Schedule I, General Product Fees and Charges shall apply.

4. **PAYMENT TERM OPTIONS:** The Contractor shall put processes in place to balance reporting files to City billing. It shall ultimately be the City's responsibility to ensure that all payments made to the Contractor balance back to the relevant monthly statement. The following settlement periods will be made available when a central billing option is chosen and is determined based upon the billing frequency:

- Weekly billing: 3 or 7 days
- Bi-weekly: 3, 7 or 14 days
- Monthly: 3, 7, 14, 20, 25, 30 days

To provide the City with maximum flexibility, the Contractor supports the electronic payment processes as described below:

- **ACH Credit:** The city can initiate the sending of an ACH file to the Contractor where the payment would be posted to the designated account(s).
- **ACH Debit:** ACH Debit is an electronic payment method that allows the Contractor to automatically debit the City's designated account at the end of the chosen settlement period for the amount owed for that billing cycle.
- **Wire Transfer:** The City may wire funds to the Contractor with instructions on which card account to post the payment.
- **Pay by Phone:** The City may use the Contractor's Pay by Phone option to make payment to the card accounts.

5. **ANNUAL FEES:** There are no annual fees involved with this Contract (reference Schedules I and II as attached hereto).

ARTICLE II. Services shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer. The insurance requirements are as follows:



**6. WORKERS' COMPENSATION INSURANCE – PROOF OF COVERAGE:** Prior to the performance of any work under a contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

Certificate of Insurance: As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City with the return of the signed contract.

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

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### STANDARD TERMS AND CONDITIONS

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**7. INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**8. NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

**9. SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.

**10. COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

**11. GOVERNING LAW / VENUE:** The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By signing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.

**12. NONDISCRIMINATION:** Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

**13. INDEMNITY:** Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, actual costs and expenses of whatsoever nature, including all attorney's fees and court costs, resulting from or arising out of the direct activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees, up to USD \$1,000,000 under this Contract. Contractor is not responsible for any damages caused by the actions of the City, its officers, employees and agents.

**14. ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a contract, the Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such

litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any services provided to the Contractor by any person, which services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- a. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- b. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- c. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

**15. JUDICIAL RULING:** If any provision of this Contract as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Contract or the validity or enforceability of the Contract.

**16. SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

**17. FUNDING:** In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

**18. ASSIGNMENT AND SUBCONTRACTING:** This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. The Contractor shall not subcontract its work under this Contract, in whole or in part, without the prior written approval of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**19. SEVERABILITY:** In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

**20. LIENS:** Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

**21. SUSTAINABLE PROCUREMENT:** Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractors are encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Strategy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. Contractors are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider

raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

**22. FORCE MAJEURE:** Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

**23. AMENDMENTS:** All changes to this Contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

**24. NON-WAIVER:** No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

**25. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES:** The Contractor shall cooperate fully with other Contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the services. This includes planning for and integration of the services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the city by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other Contractors may be grounds for termination as provided herein.

**26. ACCESS TO RECORDS:** The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

**27. AUDITS:** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

**28. EMPLOYEES NOT TO BENEFIT:** No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

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## SPECIAL TERMS AND CONDITIONS

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**29. CITY FURNISHED PROPERTY:** No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

**30. RIGHT TO CHANGE:** The City reserves the right to order changes to the services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

**31. NOTICE:** Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

**CONTRACTOR:**

Bank of America, N.A.  
Attn: Mr. Alex Johnston  
Sr. Vice Present, PSB Sr. Client Manager  
Global Banking and Markets  
800 5<sup>th</sup> Avenue  
Seattle, WA 98104-3176

(206) 358-8938  
[alex.johnston@baml.com](mailto:alex.johnston@baml.com)

**CITY:**

City of Portland  
Procurement Services  
Attn: Mr. Larry Pelatt  
Purchasing Manager  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

(503) 823-2506  
[laurence.pelatt@portlandoregon.gov](mailto:laurence.pelatt@portlandoregon.gov)

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

**32. EARLY TERMINATION OF CONTRACT:** The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within fifteen (15) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. The City and the Contractor agree that termination of this Contract by either Party will not automatically and immediately terminate any Consortium Agencies' contract that Contractor has entered into pursuant to Section 35 of this Contract.

**33. SUSPENSION OF THE WORK:** The City may at any time give notice in writing to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

**34. PAYMENT ON EARLY TERMINATION:** In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for services in accordance with the Contract prior to the termination date and delivered to City provided that such services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges services that the City cancels during the term of this Contract.

**35. REMEDIES:** Notwithstanding Section 32, in the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may procure services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs, not to exceed the sum total USD \$500,000.00 under this Contract incurred by the City and any of its linked entities (the "Oregon Consortium"). The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available, including without limitation rights or remedies that are or may become available.

**36. PERMITS AND LICENSES:** The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

**37. COPYRIGHTS AND PATENTS:** The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

- a. Copyright: All work products of the Contractor which result from this contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.
- b. Patent: If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

**38. SPECIFICATIONS:** This Contract authorizes the Contractor to provide and the City to procure those services, and establishes the terms and conditions for the City to obtain said services from the Contractor. Services to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the Attachment A and in accordance with Schedules I, II and III. Annual Rebate Payment shall be made only as provided herein.

**39. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS:** The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Contract without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

**40. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract. City agrees that any documents, programs, source and object code, or other matters relating to the Contractor's online or web-based application used to reconcile P-Card data which is provided by Contractor, remains the proprietary and intellectual rights of the Contractor and shall not be disclosed to third parties.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

**41. INTERGOVERNMENTAL COOPERATIVE PURCHASING:** The Contractor having submitted a response to RFP #107118 agrees to extend identical prices and services under the same terms and conditions to all public agencies. Unless otherwise indicated, information provided within the request for proposal reflects the City of Portland usage only.

A public agency wishing to utilize the terms of this Contract will execute its own contract with the Contractor for its requirements and shall administer its own contract, or will utilize the Linking Authorization (reference Attachment D), and for the avoidance of doubt, the City of Portland assumes no tangential liability for any aforementioned contract. The Contractor shall provide quarterly usage reporting of the City of Portland and that of other public Agencies. The Contractor, by written notification, may decline to extend the terms and conditions of this Contract to any and/or all other Agencies. Notwithstanding any provision to the contrary in RFP #107118, written notification from the City of Portland, Procurement Services P-Card Coordinator is not necessary for contractor to extend P-Card services under the same terms and conditions to any other public agencies.

**42. ENTIRE CONTRACT:** This Contract and its Attachments A-E, Schedules and Appendix represents the entire Contract between the Parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the parties with respect thereto, whether written or oral.

ARTICLE IV. This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. It is understood and agreed by the Parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.

2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.

3. The Contractor certifies that no officer, agent or employee of the City who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Contractor is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm

IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed by their duly authorized representative(s), all on the day and year first above written.

Bank of America N.A.

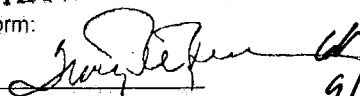
by 

Mr. Alex Johnston  
Sr. Vice President, PSB Sr. Client Manager  
Global Banking and Markets

Address: 800 5th Avenue  
Seattle, WA 98104-3176  
Telephone No: (206) 358-8938

**APPROVED AS TO FORM**

Approved as to form:

  
City Attorney

CITY ATTORNEY 9/13/16

CITY OF PORTLAND

by 

Chief Procurement Officer

## ATTACHMENT A STATEMENT OF WORK

1. **BACKGROUND:** In 1997 the City initiated a P-Card program to reduce the administrative cost for low-dollar (less than \$5,000) routine procurement and payment transactions. The Bureau of Internal Business Services, Procurement Services centrally administers the P-Card contract. The total City and Consortium P-Card expenditures for the previous five (5) years were as follows:

The total City and Consortium P-Card expenditures for the previous four (4) years were as follows:

YEAR	TOTAL EXPENDITURES CITY	TOTAL EXPENDITURES AGENCIES
CY 2015	\$14.2 Million	\$144.9 Million
CY 2014	\$13.3 Million	\$128.3 Million
CY 2013	\$11.7 Million	\$112.2 Million
CY 2012	\$12.7 Million	\$99.0 Million
CY 2011	\$13.2 Million	\$90.4 Million

The City P-Card program processes about sixty-two thousand, six hundred (62,600) transactions per year while the various agencies P-Card programs process about five hundred thirty thousand (530,000) transactions per year. A total of about sixty (60) agencies participate at varying levels in the program. The City has approximately seven hundred twenty (720) active P-Cards and the agencies have approximately six thousand four hundred (6400) active P-Cards.

2. **REQUIRED SERVICES AND SCHEDULE:** The Contractor shall perform the tasks listed below for this Contract and shall be expected to work closely with designated City of Portland personnel to accomplish the goals and perform the tasks as listed below:

### A. ACCOUNT SERVICE, CUSTOMER SERVICE, AND TECHNICAL SUPPORT

**CARD RECOGNITION:** The card brand under which these services shall be provided will be widely accepted throughout the nation, have worldwide recognition, and accepted by most retailers. The Contractor has provided documentation of proposed card acceptance in the State of Oregon, nationally and internationally. MasterCard or VISA will be the card provided under this Contract, at the option of each individual Agency.

**CUSTOMER SERVICE:** Direct customer service shall be prompt, accurate, responsive and available during normal working hours of 7:00 am to 7:00 pm, Pacific Time. Contractor shall provide additional customer service within the following parameters:

- 1) A 24/7 toll-free telephone number for customer service assistance to cardholders;
- 2) A toll-free telephone number to account representatives for program administrator inquiries involving accounts, billing, and services. At a minimum the operating hours for this toll-free telephone number shall be 7AM – 6PM Monday through Friday Pacific Time excluding weekends and federal holidays;
- 3) Assign a dedicated account representative to the City who is experienced in providing P-Card services to governmental agencies and who will be responsible for coordinating all activities necessary to service, train, and implement systems with all Agencies that may come under this contract;
- 4) The Contractor will assign a dedicated Account Service representative to be the "gatekeeper" for system issues including but not limited to the WORKS tool. This person will receive "trouble tickets" and monitor and ensure satisfactory resolution of such issues by staying engaged with the reporting Agency until such resolution is completed;
- 5) The ability to make staff available to meet with the City and all other Consortium Member Agencies ("Member") as frequently as needed to ensure that the Member's needs are being met; and provide mutually agreed upon in-person or electronic training as needed to all Member Agencies relative to use and functionality of the P-Card program and the WORKS tool;
- 6) Have a process in place to monitor customer satisfaction regarding service, delivery and quality.

**LIABILITY:** The program shall offer the City protection against unauthorized use of cards. The City shall only be responsible for the use of P-Cards by authorized City cardholders provided that the use is within the limits imposed by the City and the City and its employees follow the appropriate procedures to report fraud and dispute transactions. An authorized use is:

- 1) By a City employee;
- 2) With actual authority to use the P-Card; and
- 3) Within the limits of that authority.

Any use of the P-Card outside this definition shall be considered unauthorized and outside the scope of the City's liability.

**AGENCY ENROLLMENT:** In accordance with the Cooperative language as found under the Special Terms and Conditions Section 41, INTERGOVERNMENTAL COOPERATIVE PURCHASING of this Contract, other Agencies may be added to the P-Card Program by forwarding a completed Linking Authorization to Contractor. The Agency shall provide Contractor, P-Card Coordinator's name and contact information. The Contractor may contact municipal entities in the State of Oregon to provide information about the P-Card Program and further market the Program.

**CARDHOLDER APPLICATION:** The Contractor agrees that before issuing a P-Card to any individual, the individual must have Agency approval. It is the Agency's responsibility to obtain and approve any required cardholder application forms. No employee credit checks will be performed as the P-Card is owned by the City; additionally, only the last four (4) digits of the cardholders Social Security number or some other 4 digit Personally Identifiable Number (PIN) will be used on the card request to be used when creating the activation codes. The P-Card Coordinator shall have the ability to submit card requests using an online account maintenance system.

**CARD FORMAT:** The actual P-Cards shall include a diagram, illustration, and/or example card design and shall be rendered as presented within the original proposal. The minimum format on the face of the cards shall include:

- 1) The words "City of Portland" or appropriate name;
- 2) The individual cardholder's name
- 3) The individual cardholder's bureau or division
- 4) The phrase, FOR OFFICIAL USE ONLY;
- 5) The phrase, TAX EXEMPT and
- 6) The City Tax exemption number

The format on the back of the card must include the Contractor's toll-free "help desk" telephone number

The City and/or individual Agency will determine if additional information or graphics will be used on their Agency's cards.

**CARD REPLACEMENT:** The Contractor shall provide a toll-free customer support number to report lost or stolen card and provide continuous and immediate cancellation service at this number 24/7. The Contractor shall deactivate the cardholder account immediately upon receiving telephone notification of a lost or stolen card in order to prevent further fraudulent transactions. In the case of lost or stolen cards, emergency replacement cards shall be issued by the Contractor to the City's P-Card Coordinator within five (5) calendar days following notification of the lost or stolen card to the Contractor or the time frame specified in the contract. The standard card replacement will be implemented at no cost with card printed and sent to the P-Card Coordinator within three (3) business days; a rush card replacement within twenty-four (24) hours may be provided for an additional fee and will be used at the discretion of the P-Card Coordinator. Should it be determined the replacement is required due to a Contractor error, it will be provided at no cost to the City. The City shall not be liable for any charges incurred following the notice of lost or stolen card to the Contractor.

**CHANGES TO CARDHOLDER OR ACCOUNTS:** The City's P-Card Coordinator may request changes to information regarding an authorized cardholder's account. Such changes may include, but are not limited to: single transaction limits, monthly charge limits, maximum agency limit, number of transactions per billing cycle, merchant/SIC code restrictions, cardholder name, cardholder billing address or telephone number, and termination of a cardholder's account. The changes will be immediate or at most, within twenty-four hours depending upon the tasks required and the P-Card Coordinator must receive a written notification regarding such change from the Contractor as well as the effective date of the change.

**CARD CANCELLATION:** The Contractor shall provide a 24/7 toll-free customer support number and online maintenance system. At the direction of the City's P-Card Coordinator, the Contractor shall immediately cancel an employee's card. The Contractor may also cancel an employee's card in accordance with the conditions stated within the contract, but must first notify the P-Card Coordinator of its intent to do so. The City shall destroy all cancelled P-Cards and notify the Contractor either in writing or via email of such action. The City shall not be liable for any charges incurred following any P-Card cancellation notice to the Contractor.

**MERCHANT RESTRICTIONS:** The Contractor shall have the ability to limit purchases by cardholders to business-related expenses only by either refusing or denying transactions from any merchant/SIC codes as specified by City P-Card Coordinator. Contractor shall have no liability or responsibility with respect to the verification or correction of SICs or MCCs selected by City or implemented with respect to any provider of goods and/or services. Should specialized hardware/software be required for such capability, the Contractor shall provide and implement it to the City without additional cost.



**PHASE-OUT SERVICES:** At least 180 working days prior to Contract termination, the Contractor must furnish the City with service phase-out procedures. Additionally, the Contractor must negotiate in good faith a plan with any successor to determine the nature and extent of phase-in, phase-out services required.

**TRANSITION SERVICES:** In the event that the Contractor's systems are incompatible with the current P-Card Contractors systems the Contractor shall be responsible for all implementation efforts and will provide such at no cost to the City. Implementation efforts shall be in-place and ready for the City's use within 180 days following Contract execution and shall include such considerations as:

- 1) **Project Plan:** The Contractor and City will agree upon and follow the comprehensive project schedule and work plan that will cover the period from the development and implementation of the system through the period following the City's final acceptance of the implementation.
- 2) **Preliminary Training Plan:** The Contractor and City shall work together to develop an overall training plan that will address training in a 24 / 7 banking environment with coursework (either on-site or at a remote training center) to include:
  - a. P-Card Administrator
  - b. P-Card Train-the-Trainer (to assist in training cardholders)
  - c. P-Card training for new/other products available through the banking institution.
- 3) **Change Management Plan:** The Contractor will have a developed and articulated plan for their approach and methodology to control change management over the course of the implementation and throughout the course of this Contract.
- 4) **Preliminary Deployment Plan:** The City and Contractor shall agree upon a preliminary Deployment Plan that will cover the work required to prepare for and execute the system cutover from present system to updated or new system. This will include all support required until the final acceptance has been issued by the City. The deployment period shall be defined as the period commencing with cutover preparation activities, through cutover, and ending with the final acceptance issued by the City. The Preliminary Deployment Plan shall include:
  - a. Deployment approach
  - b. End user impact
  - c. Schedule
  - d. Coordination
  - e. Staffing plan for deployment period
  - f. Support plan for deployment period
  - g. Transfer from deployment to on-going project work
- 5). **Recovery Plan:** the Contractor shall have a recovery plan in place in the event of a major disaster that disables most, or all, of the Contractor's processing capabilities for the City's. A major disaster includes, but is not limited to:
  - a. A hardware system failure/collapse;
  - b. A software system failure/collapse
  - c. Any natural disaster;
  - d. Total loss of electrical/backup power

The Contractor will protect the City's data that will cover the above. The status, plans and procedures shall be reviewed periodically by the National Bank Examiners or other authorized agency to assure the Contractor meets industry standards. The Contractor's disaster recovery program and procedures will include:

- 1) **Mainframe System:** will include backup for the mainframe system-of-record accounting systems provided at a Contractor facility which is normally used for development work, geographically removed from the normal production site. In the case of a disaster impacting a production site, development work is discontinued, computer hardware is reconfigured to simulate the failed site and production work is processed at the backup site.
- 2) **Item Processing:** item processing is backed up by reciprocal arrangements between the Contractor's San Francisco and Southern California data center. In disaster mode, both centers work will be captured in the surviving center and accounting data will be transmitted to the backup facility for posting to applications.
- 3) **Mail/Courier Routes:** in the event that normal routes are disrupted following a disaster, alternate mail and courier routes have been established.
- 4) **Backup, Testing and Procedures:** current data is copied in the production sites every day and stored at the backup sites for use in recovery. Backup plans for every production site are tested twice a year. Procedures are in place

for all aspects of disaster records including immediate emergency response, failure assessment, backup activation, backup operations and primary site restoration.

5) Corporate and Commercial Card System: in the event the Contractor's system goes down, a backup vendor to provide stand-in processing has been determined. The backup vendor will operate multiple processing systems to ensure there is always an authorization system in place. In the case of an emergency at the Contractor's Commercial Card Services Center, all operations will be diverted to Phoenix, AZ. Secondary operations centers are located in Dover, DE and Brea, CA. The normal processing functions of the Commercial Card Services will be back into operation within 72 hours.

#### **B. SOFTWARE AND WEB-BASED CARD ACTIVITY REPORTING**

**CUSTOM SOFTWARE INTERFACES:** The City may require an integrated software billing system and it will be the responsibility of the Contractor to work with the City to develop the interface and assure a successful implementation. The implementation shall be at no cost to the City. The City of Portland has completed a migration to SAP as their primary financial system hence the Contractor's software interface must be able to interface with the SAP program. The success of the interface is paramount for this program and those of the Agencies. Additionally, some of the Agencies utilize such programs as JD Edwards, ORACLE, and PEOPLESOFT.

Contractor shall provide one (1) year warranty for any interface developed as a result of this contract. City shall own all custom code (i.e., code created solely for City). Provided, however, that the City agrees that custom software interface shall be used by the City only for its own internal business and accounting purposes.

**ONLINE ACCOUNT MAINTENANCE SYSTEM:** The Contractor shall provide a real-time online account maintenance system available on the Internet. The software programs shall be user friendly, functional and responsive so that a large percentage of the cardholders will readily adopt and use the system. System shall be owned, operated, and maintained by the Contractor or subcontractor. System shall be accessible to all authorized cardholders, P-Card Coordinators, and employees with other functions as assigned by the P-Card Coordinator. System shall provide multiple user profiles including cardholder, supervisor/manager, accountant and P-Card Coordinator, with varying permissions and access as defined by the P-Card administrator. The Contractor shall provide the following:

- (1) Security: Online account maintenance system shall be hosted on a secure server using secure sockets layer (SSL), secure HTTP (S-HTTP) or equivalent security protocol. Equivalent protocols shall be approved by the Internet Engineering Task Force (IETF) as a standard. Under this program, the City will not have the ability to view or make changes to other Agencies accounts.
- (2) Minimum Functions:
  - a. Account creation, both user and cardholder accounts.
  - b. Close accounts
  - c. Adjust credit limit, single transaction limit
  - d. Change Name
  - e. Internal transfer from one division to another
  - f. Division hierarchy maintenance, creation and modification of divisions and reporting levels with a division
  - g. Cardholder and Manager review and approval for each transaction
  - h. Purchase request feature which allows cardholders to submit documentation in advance of purchase for review by P-Card Coordinator.
- (3) Functions required by Online Account Maintenance System and Online Reporting System may be provided in a single application.

**ONLINE REPORTING SYSTEM:** Contractor shall provide a real-time online account maintenance system available on the Internet. System shall be owned, operated, and maintained by the Contractor or subcontractor. System shall be accessible to all authorized cardholders, P-Card Coordinators, and employees with other functions as assigned by the P-Card Coordinator. The software programs shall be user friendly, functional and responsive so that a large percentage of the cardholders will readily adopt and use the system. System shall provide multiple user profiles including cardholder, supervisor/manager, accountant and P-Card Coordinator, with varying permissions and access as defined by the P-Card administrator. Contractor shall provide the following:

- (1) Minimum Functions:
  - a. On demand reporting configured using data fields and filters
  - b. Account Billing Statement
  - c. Account monthly summary of activity
  - d. Vendor/Supplier Activity for cardholder, division, and total City
  - e. Tracking of State of Oregon M/W/EBS vendor/suppliers
  - f. Active and resolved disputes
  - g. Transactions requiring cardholder and/or manager/supervisor approval

(2) Security: Online reporting system shall be hosted on a secure server using secure sockets layer (SSL), secure HTTP (S-HTTP) or equivalent security protocol. Equivalent protocols shall be approved by the Internet Engineering Task Force (IETF) as a standard. City will not have the ability to view or make changes to other Agencies account information.

(3) Functions required by Online Account Maintenance System and Online Reporting System may be provided in a single application.

(4) Minimum Functions:

- a. Account creation, both user and cardholder accounts.
- b. Close accounts
- c. Adjust credit limit, single transaction limit
- d. Change Name
- e. Internal transfer from one division to another
- f. Division hierarchy maintenance, creation and modification of divisions and reporting levels with a division
- g. Cardholder and Manager review and approval required for each transaction
- h. Purchase request feature which allows cardholders to submit documentation in advance of purchase for review by P-Card Coordinator.

(5) Electronic Reporting: The Contractor's electronic reporting systems shall be as indicated in Section II, Electronic Products Schedule of Fee and Charges.

**1099 REPORTING CAPABILITY:** The Contractor's system shall have the ability to track City expenditures for 1099 vendors; the information needed to track such expenditures; and the costs, if any, associated with this reporting capability.

**CONSORTIUM AGENCY REPORTS:** The Contractor shall provide the City with total Consortium Agency summary data with fifteen (15) days of the City Request. Summary data may be requested in printed or electronic format, in data format agreed upon by the City and the Contractor. Consortium Agency Summary Data shall include the following items:

- (1) List Consortium Agencies
- (2) Agency P-Card Coordinator name, address, phone, and email address.
- (3) Total number of cardholders in each agency
- (4) Total transaction value for each agency
- (5) Total number of transactions for each agency
- (6) Average transaction value per card for each agency
- (7) Total Consortium Agency transaction value by month, quarter, and year.

### **C. FRAUD PROTECTION AND SECURITY FEATURES**

**FRAUD PREVENTION:** The Contractor shall have procedures in place to identify and prevent the fraudulent use of any P-Card. The Contractor will take a proactive approach in monitoring P-Card activity for suspicious transactions based upon various characteristics such as MCC codes known to be high risk for fraud. Additionally, the Contractor will monitor patterns of activity to identify transactions that are consistent with fraudulent activity trends. If activity is consistent with fraudulent activity, the cardholder, program administrator or account specialist may be contacted. The authorizations may also be temporarily blocked for positive verification. The City will not be responsible for any fraudulent charges to the accounts.

1) Fraud Reduction Procedures: The Contractor will maintain a number of procedures to decrease exposure to fraud which includes, but is not limited to:

- a. Card Activation – the Contractor's card activation processes shall require the cardholder to program administrator to call the Contractor's Customer Call Center to activate the card, prior to the first use of a new card. A four-digit activation code is assigned to each card and verification is required through the Voice Response Unit or by speaking directly to the Contractor's employee.
- b. Card Expiration Date – At the time of transaction authorization, the card expiration date is compared with the expiration date within the Contractor's system to verify validity of the card.
- c. Card Verification Value – embedded within the magnetic stripe of each P-Card is a value that must be present in order for the card to be recognized. If this value is missing, the transaction will be declined or referred. If the merchant keys in the transaction, rather than swiping the plastic, the verification value cannot be checked. This value is utilized in certain states where potential for fraud is high. When the value cannot be verified, many merchants will call for an authorization.

2) Physical Card Features: In order to reduce the possibility of complete card reproduction, the Contractor will emboss certain card control characters. Physical features such as holograms, embossed account

number on front, painted account number on back and secure algorithms within the magnetic stripe will further protect the City cards.

3) **Fraud Detection Unit:** The Contractor's Fraud Detection Unit will track patterns of activity to look for trends that are consistent with fraudulent activity trends. If any activity is deemed consistent with typical fraudulent activity, the cardholder, program administrator or cardholder shall be able to call the Contractor's domestic toll-free number on a 24/7 basis regarding inquiries into fraudulent transactions. A P-card may be suspended or cancelled online, in real-time, through the Works application. Lost or stolen cards are reported in a two-step process in order to allow for maximum control and fraud prevention:

- a. The cardholder or program administrator marks the card lost/stolen in the Works application, which will begin blocking all authorizations against the card.
- b. The cardholder or program administrator calls the Contractor customer service notifying of the loss. The appropriate paperwork will commence thereby minimizing the liability in accordance with MasterCard or VISA rules, as appropriate.

Depending upon the internal policy of the City, the program administrator may direct cardholders to call the Customer Call Center 24/7, 365 days a year to arrange for card cancellations and replacements or may determine that all such requests will be centralized with the program administrator. Upon notification, cancellation of the card will be effective immediately and a new card may be issued within two business days. In the event of an emergency, replacement cards can be issued within twenty-four (24) hours or two business days if outside the United States. Further, should it be required by the cardholder, emergency cash advances may be obtained by contacting the Customer Call Center to arrange for the provision of emergency funds.

**CONFIDENTIALITY AND RECORDS MANAGEMENT:** Contractor shall provide an on-line inquiry system containing account summary data for a period no less than twenty-four (24) months. The City is interested in having the capability to receive printed account summary data for a period no less than six (6) years after the date the records was created. Contractor shall maintain all data relative to City's accounts under the P-Card Program as confidential information and will exercise the same standard of care and security to protect such information as the Contractor uses to protect its own confidential information. Contractor agrees to use such data exclusively for the providing of services to City and Agencies hereunder and not to release such information to any other Party; provided, however, that the Contractor may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of City, Agencies or Cardholders. At the request of City, the Contractor shall furnish to City all or any part of the detail or summary data relative to City's expense, purchase, fee and other charge activity.

#### **D. COST/SERVICE CHARGES AND VOLUME REBATE**

**FINANCIAL INFORMATION:** Contractor shall identify the financial information the City is required to provide prior to signing the Agreement and creation of the account. The City shall provide the Contractor with financial information upon request. City shall allow the Contractor or its agents to inspect financial records relating to the financial condition of the City; provided, however, that any such inspection shall only be made during normal working hours. The City authorizes the Contractor to obtain from time to time from any other source including an affiliate of the Contractor any credit or financial information on City held by such source. The City further agrees to provide to the Contractor from time to time such other information regarding the business, operations, affairs and financial condition of City as the Contractor may reasonably request. In the event that City has provided the foregoing financial information pursuant to another relationship between City and the Contractor, or between City and any affiliate of the Contractor, and such financial information is available to the Contractor, City will be deemed to have complied with the requirements of this Section.

- 1) Contractor agrees to defend, indemnify and hold harmless City, its affiliates and their respective directors, officers, agents and employees for any and all losses, costs, liabilities or expenses (including, without limitation, attorneys' and expert witnesses' fees) incurred or arising from any claim that the use of the Software provided by Contractor in connection with the particular services covered by this Agreement infringes the intellectual property rights of any third party. Contractor's indemnification obligations are contingent upon:
  - a. prompt written notice from City of any claim,
  - b. the opportunity for Contractor to obtain sole control of the defense and/or settlement of such claim,
  - c. reasonable and timely assistance from City regarding such claim, and
  - d. City not having made any admission of liability or agreement to any settlement or compromise.

This indemnity shall not extend to any claim of infringement resulting from: unauthorized modification of the Software; or use or incorporation of the Software in a manner for which the Software is not designed or with products not provided or approved by Contractor. No settlement that prevents City's continuing use of the Products shall be made without City's prior written consent. If any third party claim causes City's use of the Software to be endangered, restricted or disrupted, Contractor shall:

- a. cause the Software to be replaced, at no additional charge, with a compatible functionally equivalent and non-infringing product;
  - b. cause the Software to be modified to avoid the infringement;
  - c. obtain a license for City to continue using the Software for the term of this Agreement and pay any additional fee required for such license; or
  - d. if, after Contractor uses all due diligence or standard of care none of the foregoing alternatives is possible, Contractor will terminate the license and refund to City license fees actually paid by City and any direct damages documented by City for the affected Software and Documentation.
- 2) Security: Should Contractor be providing software under this contract for credit card transactions shall have, maintain and demonstrate compliance with the following:

- a. Payment Card Industry - Data Security Standard (Version 3.2, May 2016).
- b. Effective January 1, 2008, notification provisions of the Oregon Consumer Identity Theft Protection Act of 2007.
- c. City of Portland, Bureau of Technology Services Security Standards. Specifically Contractor must comply with Administrative Rules 2.01, 2.02, 2.08, 2.12 and 2.15. These rules can be found at:  
<http://www.portlandonline.com/auditor/index.cfm?c=26821>

**CREDIT LINE:** Based upon financial information provided to Contractor, together with such other information as the Contractor may deem relevant, Contractor, in its sole discretion, shall establish a credit limit which shall be the maximum aggregate amount resulting from purchases, fees and other charges incurred or arising by virtue of the use of P-Card. From time to time and in its sole discretion, Contractor may review the amount of, and may adjust, such credit limit. Contractor shall promptly advise City of any increase or decrease in the credit limit; provided, however, that the Contractor will not decrease the credit limit to an amount lower than the then current amount due from City unless the City has been given notice.

Such notice shall be made at least ten (10) business days prior to the effective date of the decrease in the credit limit, during which time the City shall have the option to make a payment to Contractor to prevent City from becoming over limit.

**SPENDING RESTRICTIONS:** The P-Card Coordinator shall set limits for each cardholder such limits may include but are not limited to: single transaction limit, monthly charge limit, maximum agency limit. Contractor shall provide online account maintenance system that allows the P-Card Administrator to adjust spending limits within the maximum.

**CASH ADVANCES:** The use of cash advances shall be the determination of the individual Agency. The City of Portland neither permits nor authorizes cash advances by any City cardholder under this Contract.

**BILLING:** Billing shall be provided on a thirty (30) day billing cycle and in a format to be agreed upon by the City and the Contractor. Other billing options beneficial to the City may be offered by the Contractor following award. The Contractor shall provide printed and/or electronic billing statements at the discretion of the City in a format to be agreed upon by the City and the Contractor. The City is interested in having a statement messaging capability with multiple lines of text accessible to the P-Card Coordinator through the online account maintenance system.

**TRANSACTION FEES:** The Contractor shall not assess any transaction fees for use of the P-Card, nor shall the Contractor require a billing cycle or annual minimum transaction volume. There shall be no minimum billing cycle or annual expenditure required per card. International transaction fees may be assessed under this Contract.

**DISPUTED CHARGES:** The City shall make payment of disputed charges within the thirty (30) day period and notify the Contractor in accordance with the Contractor's dispute resolution protocols. Adjustments resulting from disputed charges shall be recorded on the cardholder's next billing statement following resolution of the dispute.

**PAYMENT:** The City intends to pay all valid charges for authorized purchases by authorized cardholders within thirty (30) days of the statement closing date.

**LATE CHARGES:** The City shall not be assessed any late charges when payment is delayed due to a disagreement between the City and the Contractor regarding the quantity, quality or time of delivery of any equipment, materials, supplies, or services or the accuracy of any invoice. The Contractor shall notify the City of all invoices in excess of thirty (30) days.

**ELECTRONIC FUND TRANSFERS (EFT):** The Contractor shall have the ability to receive electronic fund transfers instead of checks for payment of bills. This option may or may not be used by the City.

**ANNUAL FEES:** The P-Card program does not assess an annual fee for use of the P-Card.

**FINANCE AND INTEREST CHARGES:** The Contractor shall not assess any finance or interest charges on current balances. The Contractor may assess a finance/interest charge on cash advances and overdue balances, but only in accordance with the Contract.

**REBATE PROGRAM:** The rebate multiplier tables are hereto attached as Schedule III – Schedule of Rebates (Cycle and Grace Days). City shall not be required to be a member of the Consortium for any period of time in order to qualify for rebate or for inclusion of the transaction volume in calculated of the Total Consortium transaction volume.

**4. WORK PERFORMED BY THE CITY:** Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the contractor and provide such information as required. The Bureau of Internal Business Services, Procurement Services has assigned a project manager who will oversee the work and provide support as needed: Aaron Thompson. The P-Card Coordinator for the City of Portland is the project manager for this Contract, oversees the City's P-Card program and serves as the City's primary liaison between the card issuer and purchasing card provider.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

**5. TERM OF CONTRACT:** The initial term of this Contract shall begin on January 1, 2010 and shall expire on December 31, 2020 unless terminated sooner as provided herein. The total term of this Contract shall not exceed ten (10) years.

**6. TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established dates and other deadlines. Circumstances that may delay the delivery of services from established dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

## SCHEDULE I

### I. General Product Fees and Charges

To Bank of America, National Association, ("Bank of America") Card Agreement

General Fees	
<b>Annual Card Fee</b>	Waived
<b>Logo Fee:</b> <i>(Choose one color from the following six colors: 1) black; 2) white; 3) blue; 4) red; 5) green; 6) burgundy).</i>	Fee Waived
<b>Unique Custom Design Fee</b>	As quoted
<b>Return Payment Fee</b>	Waived
<b>International Transaction Fee</b>	1% of USD amount
<b>Expedited Card Delivery Fee</b>	<ul style="list-style-type: none"> <li>➤ U.S. Mail/Bulk Mail (Default)=No Fee</li> <li>➤ Overnight=\$35.00</li> <li>➤ 2-day=\$20.00</li> </ul>
<b>Executive Cards</b>	Fee Waived (maximum of 10 Cards)
<b>Travel Rewards</b> (Travel and Corporate One Card only)	\$75.00 Annual Fee per card
<b>Overlimit Fee</b>	Waived
<b>Corporate Billed Fees and Finance Charges - LCNAC515</b>	
<b>Late Fee</b> (assessed 3 days after cycle date when account is past due) <i>(Assessed as a % of the past due amount for the current month's charges and any unpaid balances.)</i>	2% of total due (minimum \$35; No maximum)
<b>Cash Advance Fee</b>	2.5% of transaction amt (\$5 min/no max)
<b>Individual Billed Fees and Finance Charges - LCNAI707</b>	
<b>Late Fee</b> (assessed 3 days after due date when account is past due 1 – 30 days) <i>(Assessed when the account is past due 1-30 days)</i>	\$35.00 per occurrence
<b>Cash Advance Fee</b>	2.5% of transaction amt (\$5 min/no max)

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

## SCHEDULE II

### II. Electronic Products Schedule of fees and Charges

<b>Reporting and Data</b>	
<b>Works</b>	Fee Waived
<b>Global Reporting and Account Manager (GRAM)</b>	
	Fee Waived
<b>Payment Center</b>	
	Fee Waived
<b>Data File Feeds To Customers / Third Parties:</b>	
<ul style="list-style-type: none"><li>• Statement Billing File</li><li>• EDI 811</li><li>• Travel Agency File</li><li>• Visa Commercial Format (VCF)</li><li>• MC Commercial Data Format (CDF)</li><li>• 1099 &amp; Socioeconomic Reporting</li></ul>	
	Fee Waived
<b>Custom Requests</b>	
<b>Custom Development and/or Maintenance</b>	\$150.00 per hour

END OF SCHEDULES I AND II



## **SCHEDULE III**

### **III. SCHEDULE OF REBATES**

#### **(Cycle and Grace Days)**

#### **REBATE DEFINITIONS:**

Capitalized terms, which are not defined in this Schedule, have the meanings ascribed in the applicable Card Agreement.

"Calculation Period" means the 12-month period from January to December and thereafter each subsequent twelve month period.

"Credit Losses" means any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

"Cycle Days" means the number of days from the start of the billing period to the Billing Statement date.

"Grace Days" means the number of days after the Billing Statement closing date within which payment is due.

"Large Ticket Interchange Transactions" means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket Interchange Transaction Rebate Multiplier below.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

**"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.**

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

#### **REBATE CONDITIONS:**

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Company and Participant complied with the terms in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and

- iv. The Agreement has not been terminated by either party prior to the completion of a rebate calculation period.
- v. The four conditions above, together being the "Rebate Conditions".

#### **REBATE CALCULATION AND PAYMENT:**

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Company, which shall be calculated at the end of the Calculation Period. The Rebate Multiplier will be determined based on (1) The combined Standard Transaction Volume from all member participating institutions, and (2) The Standard Transaction Volume from the individual member and (3) the cycle and grace period for the individual member.

$$((\text{Transaction Volume for Standard Transactions} \times \text{Rebate Multiplier}) + (\text{Transaction Volume for Large Ticket Interchange Transactions} \times \text{Sixty Basis Points (0.60\%)))) - \text{Total Credit Losses}$$

The Oregon Consortium member acknowledges and agrees that, notwithstanding anything to the contrary in the Card Agreement, Bank of America may disclose to other members of the consortium as the basis for establishing a Corporate Card program with Bank of America: (i) member's name and the fact that entity is Participating in this consortium; and (ii) aggregate information about entity's Transactions and spend volume. Furthermore, the Consortium member agrees to act as a reference for other potential consortium members.

The Standard Transaction Volume from the individual participant will be annualized for the initial Calculation Period to determine the member volume column (2). By way of example, if the member joins the contract in March, the Standard Transaction Volume for said participant for the initial March through December period will be divided by 10 then multiplied by 12 to determine the member volume column (2).

Within 90 days after the end of the member's agreement year 2, Bank of America will review the Transaction Volume to determine that member met the minimum Transaction Volume for that year as identified in *STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE*. If Member has not met the minimum threshold in agreement year 2, then member may be required to pay back the entire amount of the previous year's rebate. Should member owe Bank of America the previous year's rebate, member shall pay Bank of America any amount due within 90 days following the second agreement year.

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume, including Standard Transactions volume from travel rewards participants, however, Standard Transactions volume that is applied to travel rewards points will not be included in the rebate payout calculation. *This paragraph is applicable for products with Travel Rewards only.*

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

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**STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE\***

OREGON CONSORTIUM		Individual MEMBER VOLUME (2)						
Annual Transaction Volume Tier		500,000	1,250,000	2,250,000	5,000,000	10,000,000	20,000,000	30,000,000
Excludes Large Ticket Transactions		1,249,999	2,249,999	4,999,999	9,999,999	19,999,999	29,999,999	+
(1) TOTAL PARTICIPANT VOLUME								
\$1,000,000	\$2,999,999	99	103	107	111	115	119	126
\$3,000,000	\$4,999,999	102	106	110	114	118	122	129
\$5,000,000	\$9,999,999	105	109	113	117	121	125	132
\$10,000,000	\$14,999,999	108	112	116	120	124	128	135
\$15,000,000	\$19,999,999	111	115	119	123	127	131	138
\$20,000,000	\$24,999,999	114	118	122	126	130	134	141
\$25,000,000	\$49,999,999	117	121	125	129	133	137	144
\$50,000,000	\$74,999,999	120	124	128	132	136	140	147
\$75,000,000	\$99,999,999	123	127	131	135	139	143	150
\$100,000,000	\$124,999,999	126	130	134	138	142	146	153
\$125,000,000	\$149,999,999	129	133	137	141	145	149	156
\$150,000,000	\$174,999,999	130	134	138	142	146	150	157
\$175,000,000	\$199,999,999	133	137	141	145	149	153	160
\$200,000,000	\$249,999,999	134	138	142	146	150	154	161
\$250,000,000	\$299,999,999	135	139	143	147	151	155	162
\$300,000,000	\$349,999,999	136	140	144	148	152	156	163
\$350,000,000	\$399,999,999	137	141	145	149	153	157	164
\$400,000,000	\$449,999,999	138	142	146	150	154	158	165
\$450,000,000	\$499,999,999	139	143	147	151	155	159	166
\$500,000,000	+	140	144	148	152	156	160	167

**CYCLE DAYS AND GRACE DAYS REBATE MULTIPLIER ADJUSTMENT (3)**

Increase Standard Transaction Rebate Multiplier based on Cycle and Grace Days	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25
		27	25	20	17	13	8	4	0

**LARGE TICKET REBATE MULTIPLIER TABLE**

Large Ticket Interchange Qualified Transactions	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25

\* Rebates for Transaction Volume from individual liability cardholders will be five basis points (0.05%) less than the Standard Transactions Rebate Multiplier for the applicable volume tier during the Calculation Period.

Annual Volume		60	60	60	60	60	60	60	60
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Note: The Rebate Multiplier is stated in basis points. One (1) basis point is equal to 0.01% or .0001 stated as a decimal. Ninety-nine (99) basis points are therefore 0.99% or .0099.

Nothing in this Schedule of Fees and Charges is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedule of Fees and Charges applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or any of its Schedules all fees, charges and rebates are subject to change upon 60 days' prior written notice to you if in connection with us providing this card program, or any Services to you:

- i. An event external to us increases the cost or decreases the revenue to us;
- ii. There is any decrease to the interchange rates paid to us by a card network; or
- iii. There is an increase to funding costs due to interest rate changes;
- iv. There is any deterioration in your financial condition

**END OF SCHEDULE OF REBATES**

## ATTACHMENT B LISTING OF CONSORTIUM AGENCIES

Bend LaPine School District	Housing Authority of Portland
Benton County	Jackson County
Cascade School District 5	Lane County
City of Albany	Lane Transit District
City of Cornelius	Lebanon Community Schools
City of Corvallis	Linn Benton Community College
City of Dallas	Madras OR, City of
City of Eugene	Marion County
City of Gresham	MERC
City of Hillsboro	Metro
City of Independence	Multnomah County
City of Lincoln City	Multnomah Education Service District
City of Medford	Northwest Regional Education Service District
City of Newport	PDC
City of Portland	Port of Portland
City of Sherwood	Portland Community College
City of Springfield	Portland Public Schools
City of Tigard	Redmond School District
City of Troutdale	Riverdale School District No. 51J
City of Tualatin	Scrip Service Center
City of West Linn	Southwestern Polk County Rural Fire Protection District
City of Wilsonville	Tigard Tualatin School District
Clackamas Community College	TriMet Transit District
Clackamas County	Tualatin Hills Park & Recreation
Clackamas County ESD	Tualatin Valley Fire & Rescue
Clatsop County Oregon	Tualatin Valley Water District
Eugene Water & Electric Bd.	Washington County
County of Jefferson	Washington County 911
County of Lincoln	West Linn Wilsonville School District
Hood River, OR City of	Yamhill County

**ATTACHMENT C**  
**CITY OF PORTLAND**  
**GOODS AND SERVICES**  
**PARTICIPATION DISCLOSURE FORM 1**

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**CITY GOODS & SERVICES (G&S) DISCLOSURE REQUIREMENTS**

The City's subcontractor disclosure program was adopted to document the utilization of Oregon State certified Disadvantaged, Minority owned, Women owned, and Emerging Small Businesses (D/M/W/ESBs) on City projects.

This Request for Proposal (RFP) requires the Proposer to submit a G&S Participation Disclosure Form 1. The Proposer must disclose the following information:

- 1) Contact information and Employer Identification Number (EIN) for all contract participants.
- 2) State of Oregon D/M/W/ESB designations (**verify current certification status at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>**).
- 3) The dollar amount or percentage of the Proposer's self-performing work.
- 4) The dollar amount or percentage of each Subcontractor's work.
- 5) The proposed scope or category of work that each Subcontractor will be performing.
- 6) ALL Subcontractors are to be listed on this Form.
- 7) Total percentage of contract amount allocated to Oregon State certified D/M/W/ESB firms.

Report all amounts in United States Dollars (USD). The use of 'TBD', 'N/A', or similar symbols is not acceptable. All requested information must be provided.

If the Proposer will not be using any subcontractors, the Proposer is still required to enter its own information in the appropriate section, and to indicate "**NONE**" in the subcontractor section of the accompanying form, and to submit the form with their proposal.

**FAILURE TO SUBMIT THE G&S PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION.**

**CITY OF PORTLAND  
G&S PARTICIPATION DISCLOSURE FORM 1**

This Request for Proposals (RFP) requires the Proposer to submit this G&S Participation Disclosure Form 1. **Failure to submit this form with the proposal may result in the proposal being found non-responsive and rejected.** Proposers must disclose the following information:

**Please print all information clearly.**

Project Name: \_\_\_\_\_ RFP Number: \_\_\_\_\_

Proposer Name: \_\_\_\_\_ Proposer's EIN #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Proposer's Total Cost: \$ \_\_\_\_\_ Self-Performing Amount: \$ \_\_\_\_\_

Combined percentage of total contract amount allocated to Oregon State certified D/M/W/ESB participation ( <i>Proposer &amp; Subcontractors added together</i> ):	%
---	---

SUBCONTRACTOR INFORMATION (please print) <sup>1</sup>	D/M/W/ESB Cert. <sup>2</sup>	Subcontractor Scope/Type of Work	Subcontract % / \$ <sup>3</sup>
Firm Legal Name: Email: Phone #: <b>EIN #<sup>4</sup>:</b>			
Firm Legal Name: Email: Phone #: <b>EIN #<sup>4</sup>:</b>			
Firm Legal Name: Email: Phone #: <b>EIN #:</b>			
Firm Legal Name: Email: Phone #: <b>EIN #:</b>			

**NOTE:**

1. If the Proposer will not be using any Subcontractors, the Proposer is required to indicate "NONE" in the Subcontractor Information section of this form and submit this form with their proposal.
2. The Proposer and ALL Subcontractors must be listed on this form. Leave D/M/W/ESB column blank if firm is not currently certified through the State of Oregon Office of Minority, Women, and Emerging Small Business: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
3. Report all amounts in US Dollars (USD). Using 'TBD', 'N/A', or similar acronyms is not acceptable.
4. Do not enter Social Security Numbers (SSN) on this form.

## ATTACHMENT D

### CITY OF PORTLAND PROCUREMENT CARD PROGRAM LINKING AUTHORIZATION

Local government entities in the State of Oregon (each a "Local Public Body") are authorized under RFP #107118 to utilize the procurement card program of the City of Portland, which was awarded pursuant to competitive bid, ("Procurement Card Program") as the basis for establishing a procurement card program with Bank of America, N.A..

This Linking Authorization is entered into by **[Insert local government entity name]** ("Agency") and Bank of America, N.A., ("Bank of America") as of \_\_\_\_\_ (the "Effective Date"). By signing this Linking Authorization, Agency requests and Bank of America agrees to provide to Company the procurement card services as set forth in the Services Contract (Contract No. 30004216) between City of Portland and Bank of America dated as of January 1, 2010 (the "Card Agreement").

Capitalized terms used in this Linking Authorization, not otherwise defined, have the meanings given to them in the Card Agreement.

Agency acknowledges and agrees that it has received and reviewed a copy of the Card Agreement and agrees to adhere to the terms and conditions of the Card Agreement, as amended from time to time.

Agency represents and warrants to Bank of America that:

1. it is a Local Public Body;
2. its contracting for procurement card services with Bank of America, and its performance of its obligations under this Linking Authorization and the Card Agreement will not violate any law, regulation, judgment, decree or order applicable to Company; and
3. it desires to utilize the Procurement Card Program of the City of Portland as the basis for establishing a procurement card program.

Agency acknowledges and agrees that, notwithstanding anything to the contrary in the Card Agreement, Bank of America may disclose the following information about Agency and its procurement card program to the City of Portland and to each other Local Public Body that utilizes the Procurement Card Program of the City of Portland as the basis for establishing a procurement card program with Bank of America: (i) Agency's name and the fact that Company has entered into this Linking Authorization; (ii) name, address, phone and email address of Agency's procurement card administrator, (iii) total number of cardholders; (iv) total transaction value; (v) total number of transactions; (vi) average transaction value per card; and (vii) total transaction value by month, quarter and year.

Agency acknowledges and agrees that liability for infringement claims arising from the license to use Agency's Marks will be as set forth in Section 12 of the Corporate Card Service.

This Linking Authorization and the Card Agreement constitute and represent the entire agreement between Agency and Bank of America regarding the procurement card services Bank of America provides to Agency anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Agency and Bank of America relating to such procurement card services.



IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of the Effective Date.

**AGENCY:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BANK OF AMERICA, N.A.**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Attachment E

### Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between Bank of America, N.A., a Bank of America company, ("Bank of America"), and City of Portland ("Agency") and shall be effective as of January 1, 2010 ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Agency.

With our Corporate Card Services, you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program, and the ancillary services set out in Section 18 of this Agreement (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

#### 1. DEFINITIONS

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**AML/Sanctions Laws.** All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

**Applications.** Proprietary Software and/or Materials accessed through our digital platforms or through any of our third party vendor sites; and any related services used to provide the Services, including (i) the Global Reporting Management System ("GRAM") hosted by MasterCard, (ii) a pin platform run by us, (iii) a payment center for US cardholders run by Total Systems, (iv) the Works System, and (v) any other third party vendor we may use from time to time.

**Billing Statement.** The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

**Business Day.** Each day on which we are open for business related to the Services.

**Card.** Each plastic charge card which we issue for your Card Account using a Service.

**Card Account.** Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

**Card Administrator.** One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

**Cardholder.** Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number, Convenience Check, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder.

**Cardless Account.** An Account for which we assign only an account number, but no Card is issued.

**Cash Advance.** Use of a Card Account to obtain cash from a participating financial institution, merchant or Automated Teller Machine, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

**Confidential Information.** All information concerning or relating to a party or any of its affiliates, employees, agents or representatives, including:

- i. a party's business practices and strategies or information concerning business practices or strategies, including any documents prepared by a party or any of its employees, agents or representatives (including lawyers, accountants and financial advisors); and
- ii. any other information which is manifestly confidential by virtue of its nature or description or which a party expressly designates as being confidential.

**Convenience Check.** A check which we may provide to you, upon your request, to draw on a Card Account.

**Data Protection Laws.** Collectively, all U.S. national and state laws or regulations, the EC Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act 1998, and all other applicable laws regarding the collection, use, storage, transfer and processing of data relating to individuals (or, where applicable, legal persons). The term Data Protection Laws includes any laws, regulations or decrees promulgated by a financial regulator governing the use and/or disclosure of customer data, including bank secrecy obligations.

**Data Protection Authority.** The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

**De-identification or De-identified.** Removing, obscuring, masking, or obfuscating enough Personal Data from a record to ensure that the remaining information does not directly or indirectly identify an individual.

**E-Commerce Laws.** All applicable laws for or on the regulation of commerce and business via electronic means.

**Extended Workforce.** Any of our subcontractors or vendors with access to Personal Data.

**Financial Services Industry Best Practices.** The standards, policies and practices generally used in the commercial card issuing business by banks of comparable size and scope to us, including appropriate mitigating controls.

**Grace Days.** The number of days after the Billing Statement closing date within which payment is due.

**Guarantor.** A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

**Information Processing System(s).** The individual and collective electronic, mechanical, and software components of our and our Extended Workforce's operations that store, access, process or protect data related to the Services.

**Information Security Event.** Any situation where there is an actual or strong likelihood of the unauthorized acquisition or unauthorized use or disclosure of Personal Data such that (i) there is a reasonable likelihood of material harm to a Cardholder or (ii) there is a reasonable likelihood of identity theft or fraud against an individual as determined by us, using Financial Services Industry Best Practices assessment criteria.

**Information Security Policy.** Our information security policy, which may be amended from time to time by us in our discretion.

**License.** A non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services, in a manner intended for authorised use, and to the extent authorised by us.

**Materials.** The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you in connection with the Services.

**Participant.** A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

**Payment Due Date.** The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

**PCI-DSS.** The Payment Card Industry - Data Security Standard as amended from time to time and any successor standard adopted by the payment card industry establishing security standards for payment cards.

**Personal Data.** Means (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and the rules and regulations issued thereunder; (ii) any "personal data" as defined in EU Directive 95/46/EC or any equivalent or similar concept of personal data or personal information under any applicable law; or (iii) any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together, in each case, with any other information that relates to an individual who has been so identified.

**Program Data.** Any Software, Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained.

**Sanctions.** Any sanctions administered or enforced by the United States Government (including the U.S. Department of the Treasury's Office of Foreign Assets Control), the United Nations Security Council ("UNSC"), the European Union ("EU"), Her Majesty's Treasury ("HMT"), or any other

relevant sanctions authority.

**Software.** Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

**Subsidiary.** Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

**Transaction.** The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card Account.

**Unauthorized Use.** Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account, Convenience Check or Card and (iii) whose use does not benefit you directly or indirectly. Any use of a Card Account, Convenience Check or Card after the Agreement has been terminated for any reason shall also be considered Unauthorized Use.

**User Documentation.** Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

**Website.** Any internet website and/or online access channel for use in accessing the Services.

**Workforce.** Our employees with access to Personal Data.

## 2. OUR OBLIGATIONS

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**2.1 Card Accounts.** We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

**2.2 Qualifications.** We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services, however we will remain responsible for their performance under the Agreement.

**2.3 Compliance with law.** We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations will not materially violate any law applicable to us or facilitate illegal Transactions in the United States.

**2.4 OFAC.** We will implement systemic protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction, whether as advisor, investor or otherwise) of Sanctions. We will monitor activity on you and your Participant's Card Accounts for activity that may be expected to lend, contribute, or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary.

**2.5 External Fraud.** We will assume the financial liability for all external fraud if you, a Participant or Cardholder has not authorized or participated in the specific Transaction. If there is internal fraud or collusion we offer misuse insurance to help you with recovery from card networks.

## 3. YOUR OBLIGATIONS

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**3.1 Use of accounts.** You shall use each Card Account solely for your business purposes in accordance with the terms of the relevant Service.

**3.2 Obligation to pay.** You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

**3.3 Status of Cardholders.** You represent and warrant to us that each Cardholder is a current employee or agent of your company. If a Cardholder ceases to be your employee or agent, you must immediately inform us and destroy or return to us as soon as practicable the Card allocated to that Cardholder.

**3.4 Your ability to perform your obligations.** You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about your employees, agents and your company is true, accurate and complete. .

**3.5 Verification of details.** You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

**3.6 Change in Card Administrator.** You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

**3.7 Security of your data.** You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Cardholders (including any and all user IDs, passwords and card personal identification numbers (PINs) issued in connection with a Service), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Cardholders that is not maintained on our or our vendors' systems.

**3.8 Compliance with law.** You must comply, and you must ensure that your Cardholders and all Transactions comply, with all laws to which you, that Cardholder or that Transaction may be subject, including all AML/Sanctions Laws. You must do all things and provide all information which we may request from you to allow us to comply with our obligations under any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Cardholder. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations will not violate any law or facilitate illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.

**3.9 OFAC Covenant.** You covenant that you will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

**3.10 Binding on Participants.** If you are a Participant, you agree and acknowledge that the Company has executed the Agreement for and on behalf of you, and that by using the Services, you agree to be bound by all provisions of the Agreement, including this Agreement and authorize the Company to take any and all actions on your behalf in respect of the Agreement.

#### 4. CREDIT LIMITS

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**4.1 Credit limit.** For each Service, we will establish one total credit limit for all your Card Accounts issued to the Company and all Participants. The Company shall determine an individual credit limit for each Cardholder Account which is part of any of your Card Accounts issued to the Company and all Participants. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Company and all Participants. However, this will not increase the total credit limit. Upon your request and if approved by us, we may increase the total credit limit or any individual limit. We may decrease the total credit limit or any individual limit in our reasonable discretion.

**4.2 Transactions exceeding the credit limit.** You agree not to incur obligations which would cause the total credit limit for all your Card Accounts to be exceeded. We will make available online tools and standard reporting for you to monitor cardholder activity. If you do exceed the total credit limit for all of your Card Accounts, we may refuse any Transactions on all of your Card Accounts. We also may require the entire balance owing on your most recent Billing Statement to be immediately due and payable before we allow for further use of your Card Accounts. If an individual Card limit is exceeded and that individual Cardholder Account is individually billed, we may (i) refuse any Transactions as applicable on that Cardholder Account until a payment is made to reduce the balance below the individual Cardholder's credit limit or until you increase that Cardholder's credit limit; and/or (ii) charge you a fee as set out in the schedule of charges currently in effect for you.

#### 5. TRANSACTIONS IN OTHER CURRENCIES

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**5.1 Currency conversion.** If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

**5.2 International Transaction Fee** We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you.

## 6. DISPUTES WITH MERCHANTS AND SUPPLIERS

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**6.1 Disputes with merchants and suppliers.** We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, or for a merchant's or supplier's failure to deliver goods or services purchased using, a Card Account, Convenience Check or Card. . If you have any questions, problems or disputes concerning the quality of any goods or services purchased using a Card Account, Convenience Check or Card, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, you must contact the merchant or supplier directly. You may not rely on any claim or dispute concerning the purchase of goods or services using a Card Account, Convenience Check or Card as a reason to avoid your payment obligations under the Agreement.

Notwithstanding the foregoing, where we processes any request for a Transaction refund through a card network on your behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, you agree that in a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

**6.2 Authorization for Transactions.** A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

**6.3 Forms of Consent.** If a transaction is made using a Card or an account number, you need to consent to the transaction (whether by a Cardholder giving consent or otherwise) so that we can make sure that it is genuine. A transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the transaction is made using contactless technology; or
- iv. such other means as you and we may from time to time agree.

We may deem Transactions which have not been consented to in one of the above manners to be unauthorized and we may decline to process such Transactions. This is in addition to any other rights we have to decline Transactions.

## 7. CONVENIENCE CHECKS

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If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

## 8. CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

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We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You may provide the number associated with the Cardless Account to your Cardholders. You agree to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use.

## 9. STATEMENTS

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**9.1 Issue of statements.** We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If you have requested a Card Account for travel and entertainment Transactions, we will provide, upon your request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which you or the Cardholder provides to us. You agree that we may provide Billing Statements or make Billing Statements available by electronic means, including by way of electronic mail or a Website.

**9.2 Review of statements.** Once you receive a Billing Statement, you must review it and notify us by telephone (using the appropriate

telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by you and us, of any Transaction appearing on that statement which you consider may have resulted from any Unauthorized Use. You must give us this notice as soon as practicable but in any event not later than 60 days after you receive the Billing Statement. If you opt to have individual statements sent to individual Cardholders, you must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if you do not (or if a relevant Cardholder does not) give us notice in accordance with this Section 9.2, we may not be liable to refund any amounts relating to that Transaction.

## **10. PAYMENT OF CARD ACCOUNTS; SET-OFF**

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**10.1 Payment of statement amount.** You will pay, or ensure that the relevant Cardholder pays on your behalf, to us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. If we do not receive payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account. For the avoidance of doubt, if individual billing applies, we will collect from you for any amount due which is not paid by a Cardholder.

**10.2 Service fees.** You will pay us for a Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time.

**10.3 Electronic management information fees and charges.** You will pay us for Software support in excess of that contemplated in the Section 16 (Application License) of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time in writing.

**10.4 Account identification.** If you or any Cardholder makes any payment to us in connection with a Card Account, you must, or ensure that they must, at the same time provide us with either the account number or the Card number. We shall not be liable for any delay in crediting any such payment or recording any Transaction, or for failing to do so, where this information is not provided to us in accordance with this Section 10.4.

**10.5 Payment method.** Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

**10.6 Set-off.** You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries. In connection with that grant, you authorize us to enter into an agreement with our affiliates authorizing, upon the occurrence and continuance of non-payment, the disposition of any such deposits to satisfy all liabilities incurred in connection with a Service, without your further consent. The grant of this security interest shall survive termination of a Service.

**10.7 Transactions outside normal processing hours.** If we receive any payment from you or a Cardholder in respect of any statement amount outside our normal processing hours to which that payment relates, that payment shall be deemed to have been received by us on the next Business Day. We will provide you with a list of our normal processing hours upon your request.

**10.8 Credit balances not permitted on a Card Account.** You are not permitted to have a credit balance on any Card Account. If any such credit balance arises (for example, by a refund), then in addition to our rights of set-off, we may retain the credit balance in or towards prepayment of any amount you owe us in the future under the Agreement, or if the amount of the credit balance is material we may, at our option, pay it to you using any method mutually agreed upon between you and us. You also may request that we refund such credit balances to you. We will not use the credit balance in any way which is not set out in Section 10.6 above and this Section 10.8.

## **11. LOST OR STOLEN CARDS; UNAUTHORIZED USE**

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**11.1 Unauthorized Use.** We may refrain from authorizing any Transaction:

- i. if we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. if we suspect that the Transaction constitutes or might constitute Unauthorized Use; or
- iii. if to authorize that Transaction would cause us to breach any law (including any AML/Sanctions Laws by which we must abide).

**11.2 Failure to authorize.** Subject to applicable law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

**11.3 Reporting a loss, theft or unauthorized use; assisting with investigations.** In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent

authority to use the Card, Convenience Check, or Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

## **12. LICENSE TO USE YOUR MARKS**

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Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your Company Marks on the cards or collateral materials, you must pay us in advance any agreed fees, and you agree that the indemnity under the "Protection from Third Parties" section of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

## **13. EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES**

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Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

## **14. GOVERNING LAW**

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The Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Delaware, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account. WHEREAS, where this Agreement is governed by the laws of the State of Delaware, effective October 1, 2014, to the extent this Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, are not covered by the laws respecting national banking associations, this Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, will be governed by the laws of the State of North Carolina, without reference to that state's principles of conflicts of law, regardless of where Company resides or where a Cardholder uses the Account.

## **15. TERMINATION**

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**15.1 Termination upon notice.** You or we may terminate the Agreement or a Service upon 60 calendar days prior written notice to the other party.

**15.2 Termination upon specific events.** Notwithstanding the previous sentence, we may terminate the Agreement or a Service effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets;
- You fail generally to pay your debts as they become due;
- 
- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor unless we have agreed to the cancellation of such guaranty;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is the death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);
- You merge or consolidate with or into another entity, and you are not the surviving entity;



- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to timely deliver financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- You fail to comply with any material law or regulation controlling your operation, including any AML/Sanctions Law;
- There is a change in your ownership, if you are a privately-held entity, in excess of 50%.

**15.3 Consequences of termination.** Upon any termination of a Service or the Agreement as a whole for any reason set forth in section 15.2: (i) the entire balance outstanding on all Card Accounts with respect to that Service or the Agreement shall, at our option, become immediately due and payable; otherwise your payment will be due in accordance with the agreed upon payment cycle including any grace period; and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. You will continue to be responsible for paying all Transactions on all of your Card Accounts. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

**15.4 Return/deletion of materials and software.** If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- If applicable, erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

## **16. APPLICATIONS LICENSE**

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**16.1 Application of this section.** The terms of this Section govern the provision and use of the Applications. Your use of the Applications and any related services means you have read, acknowledge and agree to the terms and the conditions of this Section. We are entitled to grant you licenses (including to your affiliates and Subsidiaries) to access and use the Applications.

**16.2 License.** The license granted under this Section is a non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services in accordance with the terms of this Section, in a manner intended for authorized use, and to the extent authorized by us (the "License"). Software provided by a third party may be subject to separate license terms, including "click-wrap" terms that you will be required to agree to in order to utilize such services. The License shall terminate upon the occurrence of any one of the following events: (i) the Agreement is terminated for any reason; or (ii) this License is terminated pursuant to Section 15 below. Additionally, unless such use is promptly stopped after we have notified you of it, we reserve the right to revoke the License granted hereunder if you use the Applications and any related services in an illegal or unauthorized manner, including in contravention of these terms. We reserve the right to suspend your access to, and use of, the Applications upon prior written notice of a violation of any of these terms. In addition, we may suspend your access to, and/or use of, the Applications immediately without notice where such action may be required to prevent interference with or disruption to services to our other customers, to protect the integrity of our systems, or as may be required by law or regulation.

**16.3 Disclaimers.** THE APPLICATIONS, RELATED SERVICES, AND INFORMATION PROVIDED PURSUANT TO THE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE AND OUR THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

**16.4 Modifications.** We may modify, withdraw or suspend the Applications or any part of it without notice at any time.

**16.5 Protection of Software.** The Software and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. All such intellectual property in the Software and the related services is protected by applicable copyright, patent, trademark or other intellectual property law. The entire content of the Software is subject to our and our third party providers' intellectual property rights, including copyright with all rights reserved. You acknowledge that the License does not convey or grant any intellectual property or other proprietary right to you, except for the limited license granted hereunder. You will follow our instructions concerning access to the Software through our third party vendor platforms. You will ensure that all Participants and Cardholders comply with instructions provided by us and are responsible for any and all acts and omissions of Participants and Cardholders. You further agree not to engage, and will ensure that your employees and agents do not engage, in unacceptable use of the Applications, including the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Applications; (ii) using accounts, account numbers, or attempting to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Applications or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity; or (v) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Applications hosted by us or our third party vendors and made accessible to you. We may rely on the instructions of any Authorized Users and we will have no liability following any such instruction. You are responsible for all actions taken by Authorized Users with regard to the Applications.

**16.6 Accessibility - Your computer systems.** Subject to the terms of this Section 14, we will make the Applications available over either the internet or through an intranet site to allow you to electronically and remotely access the Applications. You will provide at your own expense, all necessary telephone lines, internet connections, equipment, software (including a compatible web browser), and services for you to effectively access the Applications. Your access to the Applications will be controlled by a user name and password, as well as the authorization approved by your program administrator.

**16.7 Infringement Protection.** Notwithstanding Section 23 of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based your use of the Applications and the Software including, our entitlement to allow your use of the Applications or your use of the Applications infringe any copyright, patent, trade secret or trademark of any third party in the countries where you are using the Applications, and we will pay all costs and damages finally awarded in any such action. Our obligations under this protection are subject to (i) prompt notice from you of any such claim or action; (ii) your not having made any admission of liability or agreed to any settlement or compromise; (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request; (iv) our having sole control of defending such claim or action; (v) your having used the current version of the Applications, as provided to you by us, in compliance with this Agreement; (vi) your using the Applications only in the manner for which the Applications were designed; (vii) your not modifying the Applications; (viii) your not incorporating the Applications with products not approved by us; and (ix) the claim or action is not due to your negligence or willful misconduct. You acknowledge and agree that our obligations under this infringement protection are our only obligations to you with respect to any infringement claim in connection with your use of the Applications.

**16.8 Software updates.** We may provide upgrades or new releases of Software which we make generally available to our other customers to whom we license the same Software, which will be deemed part of the Applications once we have delivered or made it accessible through our third party vendors to you.

**16.9 Training.** At your request, we will use commercially reasonable efforts to train persons to use the Software, but we will not bear any responsibility for such training. You will be deemed to have accepted the Software upon its installation, once it is made available to you, or on your use of the Software.

**16.10 Software problems.** You will inform us of all errors, difficulties or other problems with the Software of which you become aware. We will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to us. We may request your reasonable cooperation in resolving any such errors, difficulties or other

problems by providing us an overview of input, output and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

**16.11 Termination of license.** Your license to use the Applications will terminate automatically if you breach a term of this Section 14. If, for whatever reason, we cease to be entitled or permitted to license any Applications to you, the License shall immediately terminate. Where possible we shall provide you with reasonable prior notice of this. In addition, if you breach any of your confidentiality obligations with respect to the Applications, we may seek any and all remedies provided by law or equity.

**16.12 Limitations.** You acknowledge that the Applications have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to our provision to you or your use of any Software and/or Materials.

**16.13 Export controls.** You understand and acknowledge that any obligations that we may have to provide Program Data are subject in all respects to all applicable laws as may from time to time govern the export or diversion of certain products and technology to and from certain countries. You represent, warrant and agree that you will comply in all respects with the export and re-export restrictions applicable to Program Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of Program Data.

## **17. CHANGES TO A SERVICE**

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**17.1 Requests for changes.** You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

**17.2 Our right to make changes.** If due to events outside of our control (including regulatory, card network or market conditions), we may change, add or delete any of the terms of the Agreement (including the schedule of charges currently in effect for you) and/or any terms, conditions and/or pricing applicable to a Service by providing 60 days' notice to you in writing or by electronic means. All such changes will be effective as of the date set forth in such notice. Your continued use of or failure to terminate the Service after the effective date of the change will indicate your agreement to the change. Any other changes shall be mutually agreed upon in writing between the parties.

**17.3 Right to terminate.** If you disagree with our proposed changes, you may terminate the Agreement in accordance with its terms by providing us with 30 days' advance written notice as set out in Section 17.1 at no additional cost.

If you serve notice on us under this Section 17.3 at least 30 days before our proposed changes are due to come into effect, then unless required by law our proposed changes will not take effect and the Agreement will continue unamended until it terminates pursuant to your notice.

If you serve notice on us under this Section 17.3 less than 30 days before our proposed changes are due to come into effect, then we are entitled (in our absolute discretion) to choose that:

- i. our proposed changes will not apply to the Agreement and the Agreement will terminate on the date on which those changes would otherwise have come into effect (as long as that date is no later than 30 days after the date of your notice); or
- ii. our proposed changes will not apply to the Agreement and the Agreement will terminate 30 days after the date of your notice; or
- iii. our proposed changes will apply to the Agreement with effect from the date on which they are due to come into effect and the Agreement will terminate 30 days after the date of your notice, but, if as a result of the changes you incur any additional fee, charge, expense or other liability, we will promptly apply a corresponding credit to your account with us so as to put you in the same position in which you would have been had the proposed changes never taken effect.

## **18. ANCILLARY SERVICES**

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**18.1 Adding services.** Upon your request and our approval we may provide additional services to you and such participants as we may agree from time to time.

**18.2 Receipts imaging service.** You may elect to use our receipts imaging service whereby you send us copies of your transaction receipts, which we will electronically store for you (the "receipts imaging service"). It is your obligation to send us legible copies of your transaction

receipts. You acknowledge and agree that we will not review the transaction receipts and that you are responsible for retaining the original receipts. Notwithstanding the limitation of liability section of this agreement, we will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide. Images will be made available to you by website at such times as may be set forth in the applicable user documentation or as otherwise established by us. There is no charge for this service.

**18.3 File feeds to third parties.** You may request us to send certain program data to your third party servicers. We will do so on the basis that you have reviewed and accepted our standard file layout and you agree that any file transfer shall only be in such standard file layout. You agree to indemnify, defend and hold us, our successors and permitted assigns, our affiliates and their respective directors, officers, agents and employees harmless from and against every claim, demand, proceeding or suit, and from every liability, loss, damage, cost, charge, expense (including any actions or expenditures required by law or regulations, reasonable attorney, auditor and other fees, and costs) whether or not material, liquidated, contingent or prospective in nature, arising out of, resulting from or related to our compliance with your data transfer request.

**18.4 Fees/Costs.** You acknowledge and agree that any changes to the services which you request and use pursuant to this Agreement may increase the fees which you are required to pay to us in accordance with the Payment of Card Accounts section of this Agreement.

## **19. ADDITIONAL COSTS AND TAXES**

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**19.1 Relevant taxes.** You and we agree that the issuance of any Card Account to you or any Card to a Cardholder or any other person pursuant to the Agreement shall be deemed exclusive of any applicable value added tax, any tax or duty that applies or is levied on the issue of any Card, or any similar tax, levy, duty or impost (a "Relevant Tax") and that, where any Relevant Tax is levied on the issue of any Card or Card Account (or on any other Service or product provided by us under or pursuant to the Agreement), we may issue an appropriate invoice for the Relevant Tax addressed to you, and you must promptly pay to us the amount specified in that invoice.

**19.2 Other duties and taxes.** Where any tax, levy, duty or impost of any kind is applied or levied on the issue or import of any Card into any territory (an "Import Tax"), you must promptly indemnify, keep us indemnified and hold us harmless in full against and for the amount of the Import Tax applied or levied. Where any tax, levy, duty or impost of any kind is applied or levied on the execution, delivery or performance of the Agreement (a "Contract Tax"), you must promptly indemnify and keep us indemnified and hold us harmless in full against and for the amount of the Contract Tax applied or levied.

**19.3 Withholding tax.** You may be required to make withholding tax payments or other deductions on account of tax from any amounts which you are required to pay to us under the Agreement (a "Withholding Deduction"). Where any individual Cardholder or any individual who holds a Cardless Account makes any payment to us under the Agreement, that person may also be required to make a Withholding Deduction. You must ensure that you (or the relevant Cardholder or other relevant individual) make all Withholding Deductions where required to do so. You must also inform all individual Cardholders and all persons holding a Cardless Account who use or may use a Service of the circumstances in which they must make a Withholding Deduction. You must indemnify us, keep us indemnified and hold us harmless against all losses, costs, expenses and damages which we incur or are reasonably likely to incur as a result of you, any individual Cardholder and/or any other relevant individual failing to make any Withholding Deduction when required.

**19.4 Gross-up.** If any sum payable to us under the Agreement is subject to any tax, impost, duty, levy, deduction, set-off, counterclaim, contribution or withholding of any nature whatsoever (wherever in the world imposed), including any and all related penalties, charges and interest (in each case a "Tax Deduction"), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

## **20. COMMUNICATIONS; NOTICES**

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**20.1 Giving notices.** Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials. If you are a Participant, you agree and acknowledge that any notice we provide to the Company shall be deemed to be given to you.

**20.2 Monitoring of phone calls.** You agree that we may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail or otherwise) with you in those countries which permit that practice. If our records about any such communication are different from yours, our records are presumed to be correct, but such presumption may be rebutted by you..

**20.3 E-mail Communications.** If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us, and you agree to bear the risk that the information we receive differs from that sent to us, and that

such reliance may result in a loss. In the event that an electronic transmission or facsimile transmission is unclear or if we become aware that it is not an authorized communication from you, we will not act on such transmission and will contact you to clarify any intended content of such transmission.

## **21. CONFIDENTIALITY**

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**21.1 General.** We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of the Agreement may be Confidential Information. You acknowledge that the Agreement, our pricing information, and the Materials shall be considered to be our Confidential Information. You also acknowledge our claim to proprietary rights in the Materials and our Confidential Information and that the Materials and our Confidential Information constitutes our "trade secrets" or trade secrets of our licensors or vendors.

### **21.2 Restrictions**

In respect of a party's Confidential Information, the other party will:

- i. Safeguard the Confidential Information at all times;
- ii. Establish and maintain procedures to assure the confidentiality of the Confidential Information and any password or code;
- iii. Use the Confidential Information only for the purposes for which we provide them; and
- iv. Notify the other promptly by telephone, confirmed in writing, if any Confidential Information is lost or its confidentiality is compromised.

Neither party will, nor will allow anyone else to, do any of the following without the other party's prior consent:

- i. Disclose any Confidential Information of the other party to any person or entity, except to its employees and agents with a need to know the Confidential Information.
- ii. Make any copies, in whole or in part, of Confidential Information of the other party in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this Agreement.
- iii. Translate, reverse engineer, disassemble or decompile any Software or security devices of the other party.

**21.3 Use of the Materials.** You have sole responsibility for the custody, control and use of all Materials. You must ensure that no individual will be allowed to initiate a request or other instruction contemplated in the Agreement or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with this Agreement. If the Service requires use of user identification codes or passwords, we will be entitled to rely on the correct user identification codes and passwords, as described in the relevant User Documentation and shall not be responsible for any loss resulting from our correct use of such data.

**21.4 Exceptions.** This section does not limit either your or our ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which you or we are subject or submits, or (vii) as otherwise required to be disclosed by law or by legal or governmental process. In addition, either party may disclose to its offices, affiliates, officers, employees and agents (and those offices, affiliates, officers, employees and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Agreement. This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

**21.5 No Use of Name.** Neither you nor we will use the other's name or refer to the other directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for use.

**21.6 Damages insufficient remedy.** You and we acknowledge that damages may not be an adequate remedy to protect the other party against breach of this Section 19 of the Agreement. You and we agree that the other party may seek injunctive or other equitable relief in respect of a breach of Section 19 of the Agreement.

**21.7 Survival.** The obligations enumerated in this Section 19 continue after the Service you are using and/or the Agreement is terminated.

## **22. INFORMATION SECURITY/DATA PROTECTION**

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**22.1 Overall Data Security Regulations.** As a financial institution, we are required to comply with the information security standards of, as applicable, the Gramm Leach Bliley Act and the regulations issued thereunder; the Fair and Accurate Credit Transactions Act and the regulations issued thereunder; the Federal Financial Institutions Examination Council (FFIEC) criteria; the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice; the US Securities and Exchange Commission; FINRA; the NASD; and other federal statutory, national and international legal and regulatory requirements. We are evaluated regularly for compliance with these obligations by various US and international regulators, including, the US Office of the Comptroller of the Currency, as applicable.

**22.2 Security and Confidentiality.** We maintain an Information Security Policy that:

- i. contains appropriate administrative, technical and physical safeguards designed to protect against Information Security Events;
- ii. conforms as required to the requirements of applicable Data Protection Laws; and
- iii. sets forth policies and procedures that are designed to be consistent with, to the extent applicable to the Services, PCI-DSS standards; the card networks rules and regulations; and Financial Services Industry Best Practices.

**22.3 Data Protection.** You hereby represent and warrant to us now and on each day on which we provide a Service to you that you are in compliance with all Data Protection Laws and where required under such Data Protection Laws you will maintain at all times during the term of the Agreement a valid registration or authorization with any applicable Data Protection Authority and obtain all necessary and valid consents and provide all necessary data protection notices in order for us to process the Personal Data for the purposes described in the Agreement, and to disclose the Personal Data to the types of recipients described in the Agreement, including if applicable where the recipients are located outside of the European Economic Area ("EEA").

We may process Personal Data for the following purposes:

- i. to provide and manage the Services;
- ii. to help monitor, assess and carry out statistical product and market analysis;
- iii. to perform system testing and training;
- iv. to manage our business;
- v. as part of any internal or external audit or compliance review that we or any of our affiliates may undertake;
- vi. for marketing purposes;
- vii. to help prevent crime, fraud and terrorism; and
- viii. to comply with card networks rules and all applicable laws and other legal and regulatory requirements.

We may disclose Personal Data to:

- i. our affiliates, agents, auditors and service providers;
- ii. card networks and credit reference and fraud prevention agencies;
- iii. to any other person if legally required, including to law enforcement agencies, authorities, regulators and courts; and
- iv. any other person to whom we may transfer or intend to transfer, assign or sell any of our rights or obligations under the Agreement.

Any disclosures of Personal Data that we make will be made in compliance with applicable Data Protection Laws.

Where we are deemed to be your data processor we agree to act on your instructions in relation to the processing of the Personal Data and shall during the term of the Agreement take appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing having regard to the state of technological developments and the cost of implementing those measures, so as to ensure a level of security appropriate to the harm that may result from breach of those measures and the nature of the Personal Data to be protected.

You acknowledge and agree that data processing related to a Service and your Card Accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

**22.4 Security Policy.** Our Information Security Policy has been approved by our management and is published and communicated to our Workforce. We have procedures designed to ensure that our Extended Workforce are subject to similar policies and processes. We conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing Personal Data. We require our Extended Workforce to have a similar risk assessment process. The remainder of this Section 20 sets out the key aspects of our Information Security Policy.

**22.5 Organizational Security.** All information is stored in the United States for programs in the United States and Canada. Such information may be accessed by our Workforce and any Extended Workforce from locations within or outside the United States. Our Information Security Policy applies to all such access. We include, as part of our agreements with any Extended Workforce that has access to Personal Data, provisions that are consistent with those set out in this Section 22.

**22.6 Human Resources Security.** We take reasonable steps to ensure that our Workforce is aware of our obligations in the provisions of the Services and Applicable Data Protection Laws, including that any unauthorized processing or disclosure of the Personal Data may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to Personal Data, the Workforce and any Extended Workforce receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of our Workforce with access to Information Processing System(s) or media containing Personal Data are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function.

**22.7 Physical and Environmental Security.** We protect all areas that contain Information Processing System(s) or media containing Personal Data by the use of security controls deemed appropriate by us.

**22.8 Communications and Operations Management.** We use detection, prevention, and recovery controls which are consistent with Financial Services Industry Best Practices to protect against malicious software and attacks, and train our Workforce on the prevention and detection of malicious software and attacks. We dispose of any paper, electronic or other record containing Personal Data using all reasonable steps to destroy (based on our determination of the sensitivity of the information) the Personal Data. To protect the confidentiality and integrity of Personal Data in transit, we use encryption tools that are consistent with Financial Services Industry Best Practices, to encrypt records and files containing Personal Data that we: (i) transmit or send wirelessly across public networks; (ii) store on our laptops; (iii) where technically practicable, store on allowed portable devices; and (iv) store on any device that we authorize to be transported outside of our physical or logical controls. We use appropriate measures to safeguard the security and confidentiality of all encryption keys associated with encrypted Personal Data.

**22.9 Access Control.** To protect Personal Data from the risks inherent in mobile computing and remote access, we perform a risk assessment which, at a minimum, is designed to identify and mitigate risks to Personal Data from mobile computing and remote access, maintain a policy and procedures for managing mobile computing and remote access, and use security controls that are consistent with Financial Services Industry Best Practices to manage authentication of mobile and remote users.

**22.10 Information Systems Acquisition, Development and Maintenance.** To protect Information Processing System(s) and system files containing Personal Data, we restrict access to source code to authorized users whom we have determined have a need to know such Personal Data in the performance of their duties.

To protect Information Processing System(s) and system files containing Personal Data, we:

- i. Use a change control process which is consistent with Financial Services Industry Best Practices to implement Information Processing System(s) changes; and
- ii. Use security controls which are consistent with Financial Services Industry Best Practices.

**22.11 Information Security Event Management.** We maintain an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, we will:

- i. Provide you prompt, but in no event later than (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by us as part of our standard incident response process that involves, or which we reasonably believe involves, the unauthorized access, use or disclosure of your Personal Data.
- ii. Such notice shall, to the extent we are legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by us, if known at that time. We will promptly take all corrective action deemed necessary or appropriate by us at no additional charge to you.

**22.12 Business Continuity Management.** In order to protect the confidentiality and availability of Personal Data, we maintain a business continuity management program that is consistent with Financial Services Industry Best Practices which we update and test at planned intervals and as required.

**22.13 Security Assessments.** We permit your representatives to perform one on-site or written assessment of the security controls used at our data processing and business facilities. Such assessments will be performed during regular business hours, at a date and time agreed to by both parties, and will not require access to Information Processing System(s). Such assessments will be subject to our security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

We scan internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server, application and database scanning tools) at a minimum once per month and perform mitigations that we deem appropriate to address issues identified.

We perform a comprehensive application penetration test and security evaluation of all websites used to store, access, or process Personal Data prior to use and at least annually thereafter.

**22.14 De-identification of Personal Data Used in Non-Production Environments.** We perform De-identification of all Personal Data prior to storing, accessing, or processing the information in environments other than in our production environments or those of our Extended Workforce, provided that we do not do so if:

- i. the security controls used in the environment are equivalent to the security controls used in the production environment.
- ii. De-identification would interfere with the resolution of a current production failure.
- iii. De-identification would interfere with an atypical, short-term, non-production activity (e.g., near-production final testing) where De-identification would distort the results of the activity.

## 23. LIMITATION OF LIABILITY

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**23.1 Indirect and other loss.** We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service. In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

**23.2 Failure to authorize.** You acknowledge that we shall have no obligation or liability to you or any Cardholder where:

- i. any third party fails to honor any payment or transaction requested in connection with a Card, Card Account or Convenience Check (if applicable); or
- ii. we refuse or fail to authorize the use of any Card, Card Account or Convenience Check (if applicable).

**23.3 Acts and omissions.** Neither party will be responsible for the acts or omissions of the other's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing house association, card network or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier (except for our suppliers providing the Services under this Agreement), and no such person or entity will be deemed our agent.

**23.4 Subsidiaries and other persons.** If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

**23.5 Force majeure.** Neither you nor we will be liable for and will be excused from any failure or delay in performing our respective obligations for a Service if such failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or the act, omission, negligence or fault of the other.

**23.6 Compliance with law.** Neither party will be liable for any failure to act on its part if such party reasonably believed that its action would have violated any law, rule or regulation.

## 24. PROTECTION FROM THIRD PARTIES

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You will indemnify us, keep us indemnified and hold us harmless from and against any and all liabilities, claims, costs, expenses and damages of any nature (including legal expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning a Service, including your negligence or willful misconduct. The obligations contained in the preceding sentence will continue after the Service you are using is terminated for claims that arise based on events occurring during the use of the Services. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

## 25. RESOLUTION OF DISPUTES

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Any dispute or controversy concerning your use of a Service will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

## 26. SEVERABILITY

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If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## 27. WAIVER

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No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.



## 28. YOUR REPRESENTATIONS AND WARRANTIES

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You represent and warrant to us on and as of each day on which we provide a Service to you that:

- (i) you are a body corporate acting within the scope of your ordinary course of business and you are not a "consumer" for the purposes of any consumer credit legislation, or regulatory guidance or codes of conduct applicable to customers (and, if you believe that you have or may become a "consumer" for any of those purposes, you will notify us immediately of that fact). Further, you acknowledge that you will not be treated as a consumer for purposes of the Agreement, and laws and regulations relating to consumer protection shall not apply;
- (ii) the Agreement constitutes your duly authorized, legal, valid, binding and enforceable obligation;
- (iii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq;
- (iv) you are in compliance with all AML/Sanctions Laws and are not aware of any breach by you or your Cardholders of any such laws;;
- (v) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account;
- (vi) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and
- (vii) there is no bona fide lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would materially impair your financial condition or ability to pay us under the terms of this Agreement; and
- (viii) if you are a Participant, you have authorized the Company to take any and all actions on your behalf related to the Agreement and any Services you receive, including binding you to the terms of this Agreement.

## 29. ASSIGNMENT

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You may not assign the Agreement, or transfer any right or delegate any duty or performance under the Agreement, without our prior written consent, which shall not be unreasonably withheld. Any purported assignment by you of rights or delegation by you of obligations contrary to the provisions of the Agreement shall be void. We may assign our rights and delegate our obligations to a third party. If we do so, we will provide notice to you.

## 30. AGREEMENT

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**30.1 Entire agreement.** The Agreement and the schedule of charges in effect for you, as amended from time to time, constitute and represent the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to a Service. The Agreement controls in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement.

**30.2 Successors and assigns.** The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

**30.3 Third parties.** Except for any person or entity to whom this Agreement provides any express indemnity or covenant, you and we do not intend that the Agreement shall confer any right or benefit on any person or entity who is not a party to the Agreement (including any right or requirement to consent to any variation, amendment or termination of the Agreement), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership between you and us.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

**AGENCY**

By: (Agency's Legal Name)  
Christine Moody  
(Signature)  
Name: Christine Moody  
(Print or Type)  
Title: Chief Procurement Officer  
Procurement Services, City of Portland  
(Print or Type)

Address for Notices:

City of Portland  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

**BANK OF AMERICA, N.A.**

By: AL. J.  
(Signature)  
Name: ALGER JOHNSON  
(Print or Type)  
Title: S.V.P.  
(Print or Type)

Address for Notices:

BAML Commercial Card: Floor 11  
3 Commercial Place  
Norfolk, VA 23510

## APPENDIX A

C contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

▪ Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.

▪ Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).

▪ Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

## I. General Product Fees and Charges

To Bank of America, National Association, ("Bank of America") Card Agreement

General Fees	
<b>Annual Card Fee</b>	Waived
<b>Logo Fee:</b> (Choose <b>one</b> color from the following six colors: 1) black; 2) white; 3) blue; 4) red; 5) green; 6) burgundy).	Fee Waived
<b>Unique Custom Design Fee</b>	As quoted
<b>Return Payment Fee</b>	Waived
<b>International Transaction Fee</b>	1% of USD amount
<b>Expedited Card Delivery Fee</b>	<ul style="list-style-type: none"> <li>➤ U.S. Mail/Bulk Mail (Default)=No Fee</li> <li>➤ Overnight=\$35.00</li> <li>➤ 2-day=\$20.00</li> </ul>
<b>Executive Cards</b>	Fee Waived (maximum of 10 Cards)
<b>Travel Rewards</b> (Travel and Corporate One Card only)	\$75.00 Annual Fee per card
<b>Overlimit Fee</b>	Waived
Corporate Billed Fees and Finance Charges - LCNAC515	
<b>Late Fee</b> (assessed 3 days after cycle date when account is past due) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances )	2% of total due (minimum \$35; No maximum)
<b>Cash Advance Fee</b>	2.5% of transaction amt (\$5 min/no max)
Individual Billed Fees and Finance Charges - LCNAI707	
<b>Late Fee</b> (assessed 3 days after due date when account is past due 1 – 30 days) (Assessed when the account is past due 1-30 days)	\$35.00 per occurrence
<b>Cash Advance Fee</b>	2.5% of transaction amt (\$5 min/no max)

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

## II. Electronic Products Schedule of fees and Charges

<b>Reporting and Data</b>	
<b>Works</b>	Fee Waived
<b>Global Reporting and Account Manager (GRAM)</b>	
	Fee Waived
<b>Payment Center</b>	
	Fee Waived
<b>Data File Feeds To Customers / Third Parties:</b>	
• Statement Billing File	
• EDI 811	
• Travel Agency File	Fee Waived
• Visa Commercial Format (VCF)	
• MC Commercial Data Format (CDF)	
• 1099 & Socioeconomic Reporting	
<b>Custom Requests</b>	
<b>Custom Development and/or Maintenance</b>	\$150.00 per hour

**END OF SCHEDULES I AND II**

### **III. SCHEDULE OF REBATES** **(Cycle and Grace Days)**

#### **REBATE DEFINITIONS:**

Capitalized terms, which are not defined in this Schedule, have the meanings ascribed in the applicable Card Agreement.

“Calculation Period” means the 12 month period from January to December and thereafter each subsequent twelve month period.

“Credit Losses” means any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

“Cycle Days” means the number of days from the start of the billing period to the Billing Statement date.

“Grace Days” means the number of days after the Billing Statement closing date within which payment is due.

“Large Ticket Interchange Transactions” means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

“Rebate Multiplier” means the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket Interchange Transaction Rebate Multiplier below.

“Standard Transactions” means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

“Total Credit Losses” means, for any Calculation Period, the sum of (i) Bank of America’s Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America’s Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

“Transaction Volume” means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

#### **REBATE CONDITIONS:**

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Company and Participant complied with the terms in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and
- iv. The Agreement has not been terminated by either party prior to the completion of a rebate calculation period.
- v. The four conditions above, together being the “Rebate Conditions”.

**REBATE CALCULATION AND PAYMENT:**

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Company, which shall be calculated at the end of the Calculation Period. The Rebate Multiplier will be determined based on (1) The combined Standard Transaction Volume from all member participating institutions, and (2) The Standard Transaction Volume from the individual member and (3) the cycle and grace period for the individual member.

$$((\text{Transaction Volume for Standard Transactions} \times \text{Rebate Multiplier}) + (\text{Transaction Volume for Large Ticket Interchange Transactions} \times \text{Sixty Basis Points (0.60\%)})) - \text{Total Credit Losses}$$

The Oregon Consortium member acknowledges and agrees that, notwithstanding anything to the contrary in the Card Agreement, Bank of America may disclose to other members of the consortium as the basis for establishing a Corporate Card program with Bank of America: (i) member's name and the fact that entity is Participating in this consortium; and (ii) aggregate information about entity's Transactions and spend volume. Furthermore, the Consortium member agrees to act as a reference for other potential consortium members.

The Standard Transaction Volume from the individual participant will be annualized for the initial Calculation Period to determine the member volume column (2). By way of example, if the member joins the contract in March, the Standard Transaction Volume for said participant for the initial March through December period will be divided by 10 then multiplied by 12 to determine the member volume column (2).

Within 90 days after the end of the member's agreement year 2, Bank of America will review the Transaction Volume to determine that member met the minimum Transaction Volume for that year as identified in *STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE*. If Member has not met the minimum threshold in agreement year 2, then member may be required to pay back the entire amount of the previous year's rebate. Should member owe Bank of America the previous year's rebate, member shall pay Bank of America any amount due within 90 days following the second agreement year.

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume, including Standard Transactions volume from travel rewards participants, however, Standard Transactions volume that is applied to travel rewards points will not be included in the rebate payout calculation. *This paragraph is applicable for products with Travel Rewards only.*

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

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**STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE\***

OREGON CONSORTIUM		Individual MEMBER VOLUME (2)						
Annual Transaction Volume Tier		500,000	1,250,000	2,250,000	5,000,000	10,000,000	20,000,000	30,000,000
Excludes Large Ticket Transactions		1,249,999	2,249,999	4,999,999	9,999,999	19,999,999	29,999,999	+
(1) TOTAL PARTICIPANT VOLUME								
\$1,000,000	\$2,999,999	99	103	107	111	115	119	126
\$3,000,000	\$4,999,999	102	106	110	114	118	122	129
\$5,000,000	\$9,999,999	105	109	113	117	121	125	132
\$10,000,000	\$14,999,999	108	112	116	120	124	128	135
\$15,000,000	\$19,999,999	111	115	119	123	127	131	138
\$20,000,000	\$24,999,999	114	118	122	126	130	134	141
\$25,000,000	\$49,999,999	117	121	125	129	133	137	144
\$50,000,000	\$74,999,999	120	124	128	132	136	140	147
\$75,000,000	\$99,999,999	123	127	131	135	139	143	150
\$100,000,000	\$124,999,999	126	130	134	138	142	146	153
\$125,000,000	\$149,999,999	129	133	137	141	145	149	156
\$150,000,000	\$174,999,999	130	134	138	142	146	150	157
\$175,000,000	\$199,999,999	133	137	141	145	149	153	160
\$200,000,000	\$249,999,999	134	138	142	146	150	154	161
\$250,000,000	\$299,999,999	135	139	143	147	151	155	162
\$300,000,000	\$349,999,999	136	140	144	148	152	156	163
\$350,000,000	\$399,999,999	137	141	145	149	153	157	164
\$400,000,000	\$449,999,999	138	142	146	150	154	158	165
\$450,000,000	\$499,999,999	139	143	147	151	155	159	166
\$500,000,000	+	140	144	148	152	156	160	167

**CYCLE DAYS AND GRACE DAYS REBATE MULTIPLIER ADJUSTMENT (3)**

Increase Standard Transaction Rebate Multiplier based on Cycle and Grace Days	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25
		27	25	20	17	13	8	4	0

**LARGE TICKET REBATE MULTIPLIER TABLE**

Large Ticket Interchange  Qualified Transactions  Annual Volume	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25
		60	60	60	60	60	60	60	60

\* Rebates for Transaction Volume from individual liability cardholders will be five basis points (0.05%) less than the Standard Transactions Rebate Multiplier for the applicable volume tier during the Calculation Period.



Note: The Rebate Multiplier is stated in basis points. One (1) basis point is equal to 0.01% or .0001 stated as a decimal. Ninety-nine (99) basis points are therefore 0.99% or .0099.

Nothing in this Schedule of Fees and Charges is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedule of Fees and Charges applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or any of its Schedules all fees, charges and rebates are subject to change upon 60 days' prior written notice to you if In connection with us providing this card program, or any Services to you:

- i. An event external to us increases the cost or decreases the revenue to us;
- ii. There is any decrease to the interchange rates paid to us by a card network; or
- iii. There is an increase to funding costs due to interest rate changes;
- iv. There is any deterioration in your financial condition

**END OF SCHEDULE OF REBATES**



**IV. ACKNOWLEDGEMENT**

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank representative.

**WASCO COUNTY**

\_\_\_\_\_

**COMPANY**

**BANK OF AMERICA, N.A.**

**Signature:**

\_\_\_\_\_

**Name: Rod L. Runyon**

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title: Commission Chair**

**Title:**

\_\_\_\_\_

**Date: December 21, 2016**

**Date:**

\_\_\_\_\_

## **CITY OF PORTLAND PROCUREMENT CARD PROGRAM LINKING AUTHORIZATION**

Local government entities in the State of Oregon (each a “Local Public Body”) are authorized under RFP #107118 to utilize the procurement card program of the City of Portland, which was awarded pursuant to competitive bid, (“Procurement Card Program”) as the basis for establishing a procurement card program with Bank of America, N.A..

This Linking Authorization is entered into by **WASCO COUNTY** (“Company”) and Bank of America, N.A., (“Bank of America”) as of \_\_\_\_\_ (the “Effective Date”). By signing this Linking Authorization, Company requests and Bank of America agrees to provide to Company the procurement card services as set forth in the Services Contract (Contract No. 30004216) between City of Portland and Bank of America dated as of January 1, 2010 (the “Card Agreement”).

Capitalized terms used in this Linking Authorization, not otherwise defined, have the meanings given to them in the Card Agreement.

Company acknowledges and agrees that it has received and reviewed a copy of the Card Agreement and agrees to adhere to the terms and conditions of the Card Agreement, as amended from time to time.

Company represents and warrants to Bank of America that:

1. it is a Local Public Body;
2. its contracting for procurement card services with Bank of America, and its performance of its obligations under this Linking Authorization and the Card Agreement will not violate any law, regulation, judgment, decree or order applicable to Company; and
3. it desires to utilize the Procurement Card Program of the City of Portland as the basis for establishing a procurement card program.

Company acknowledges and agrees that, notwithstanding anything to the contrary in the Card Agreement, Bank of America may disclose the following information about Company and its procurement card program to the City of Portland and to each other Local Public Body that utilizes the Procurement Card Program of the City of Portland as the basis for establishing a procurement card program with Bank of America: (i) Company’s name and the fact that Company has entered into this Linking Authorization; (ii) name, address, phone and email address of Company’s procurement card administrator, (iii) total number of cardholders; (iv) total transaction value; (v) total number of transactions; (vi) average transaction value per card; and (vii) total transaction value by month, quarter and year.

Company acknowledges and agrees that liability for infringement claims arising from the license to use Company’s Marks will be as set forth in Section 12 of the Corporate Card Service.

This Linking Authorization and the Card Agreement constitute and represent the entire agreement between Company and Bank of America regarding the procurement card services Bank of America provides to Company anywhere in the world and supersedes and extinguishes all prior agreements, understandings,

representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Company and Bank of America relating to such procurement card services.

IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of the Effective Date.

**WASCO COUNTY  
COMPANY**

**BANK OF AMERICA, N.A.**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** Rod L. Runyon

**Name:** \_\_\_\_\_

**Title:** Commission Chair

**Title:** \_\_\_\_\_

**Date:** December 21, 2016

**Date:** \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

**Agenda Item**  
**Gorge Commission Report**

- [Gorge Commission Plan Review FAQs](#)

## COLUMBIA RIVER GORGE NATIONAL SCENIC AREA MANAGEMENT PLAN REVIEW

### Frequently Asked Questions (FAQs)

Last revised: 11/7/2016

#### What is Plan Review?

The Columbia River Gorge National Scenic Area (NSA) was established by Congress in 1986. Covering 292,000 acres and 85 miles of the Columbia River in Oregon and Washington, the National Scenic Area is managed jointly by the Columbia River Gorge Commission and the U.S. Forest Service. The purpose of the Columbia River Gorge National Scenic Area Act (Act) is to protect and enhance the natural, cultural, scenic and recreation resources of the NSA, and to protect and enhance the economy of the Columbia River Gorge area. In accordance with the Act, the Columbia River Gorge Commission and U.S. Forest Service adopted a National Scenic Area Management Plan in 1991 to guide land use in the Columbia River Gorge National Scenic Area. Section 6(g) of the National Scenic Area Act states:

*"No sooner than five years after adoption of the management plan, but at least every ten years, the Commission shall review the management plan to determine whether it should be revised. The Commission shall submit any revised management plan to the Secretary (of Agriculture) for review and concurrence, in accordance with the provisions of this section for adoption of the management plan."*

In 2001, ten years after adopting the original Management Plan, the Commission and U.S. Forest Service initiated their first plan review, and in 2004 adopted a number of revisions to the Plan. Although the next review was to begin in 2014, budget cuts and reduced staffing at the Gorge Commission delayed the launch of the next 10-year review. Although the staffing and budget have not recovered to 2001 levels, the Commission decided to launch the Management Plan review and scoping process in November 2016.

Plan review is divided into two basic components:

- 1) Review**--which consists of a comprehensive scoping process to identify important issues facing the National Scenic Area and analyzing data relating to those issues, with the result being a decision as to whether the Management Plan needs changes to reflect those issues
- 2) Revision**--which consists of the actual changes that should be made to the Management Plan to address those important issues.

## **Why are the Commission and the U.S. Forest Service both doing Plan Review?**

The Scenic Area Act directed the Gorge Commission to develop guidelines for the general management area (GMA), and the U.S. Forest Service to develop guidelines for the Special Management Areas (SMAs). The Commission and U.S. Forest Service worked jointly to develop the original Management Plan in 1991 and to revise the Plan in 2004, and will work together in this current Plan Review. Don't worry whether you are making comments to the right agency. We just want to hear from you and we will sort out which agency will address your concerns.

## **What are the standards that the Management Plan must meet?**

The Columbia River Gorge National Scenic Area Act sets forth the following requirements that the Columbia Gorge Commission must satisfy when revising the Management Plan:

- (1) Protect and enhance agricultural lands for agricultural uses;
- (2) Protect and enhance forest lands for forest uses;
- (3) Protect and enhance open spaces;
- (4) Protect and enhance public and private recreation resources and educational and interpretive facilities and opportunities;
- (5) Prohibit major development actions in special management areas;
- (6) Prohibit industrial development in the scenic area outside urban areas;
- (7) Require that commercial development outside urban areas take place without adversely affecting the scenic, cultural, recreation, or natural resources of the scenic area;





- (8) Require that residential development outside urban areas take place without adversely affecting the scenic, cultural, recreation, and natural resources of the scenic area; and
- (9) Require that mining operations, and the reclamation of mined lands, take place without adversely affecting the scenic, cultural, recreation and natural resources of the scenic area

To meet these standards, the current Management Plan draws from elements of Oregon and Washington land use planning and law, elements of federal forest management, and unique elements that the Commission and U.S. Forest Service developed specifically to address situations in the National Scenic Area.

## **What is the Schedule for Plan Review?**

Starting in November 2016 and concluding in June 2017, the Commission with public input, will be reviewing the existing Columbia River Gorge Management Plan and discussing which issues will need to be addressed. After the Commission and the U.S. Forest Service have identified which issues should be addressed in the revision process, the Commission and its staff, together with the U.S. Forest Service, will analyze and make decisions on overall goals and objectives that need revision and then craft specific policy proposals to implement those goals and objectives. The Commission and U.S. Forest Service expect to finish any needed revisions and complete the plan by June 2019.

## **How Do I Get Information About Plan Review?**

The Commission maintains an email mailing list for persons interested in the activities of the Commission. If you would like to be on our mailing list, please send a note to [planreview@gorgecommission.org](mailto:planreview@gorgecommission.org). The Commission will use the mailing list to alert the public about upcoming meetings, new reports and other documents, and opportunities for comment and other involvement.

The Commission staff is also constructing a page on our web site ([www.gorgecommission.org](http://www.gorgecommission.org)) devoted to Plan Review, which will provide current information on upcoming meetings and key documents, and invite public comment on currently discussed and studied aspects of the Management Plan.



## How Do I Get Involved?

Public input is integral to our process! The Management Plan review and revision process is designed around ensuring that stakeholders in the Gorge can express their concerns and provide input to the Commission and U.S. Forest Service. The following are opportunities for the public, agencies, stakeholders, tribes and interested entities to get involved:

- Scoping Meetings with Key Partner Agencies – December 2016-February 2017. The Commission and Forest Service will schedule public meetings with the county commissions, city councils, and community councils, and meetings of the Tribal Councils of the four Treaty Tribes in the National Scenic Area to discuss the Plan Review and hear specific concerns and issues for the Commission to consider when revising the Management Plan.
- Public Scoping Meetings – January-February 2017. The Commission and Forest Service will host public three scoping meetings. These meetings will be in the west, central, and east portions of the National Scenic Area. At these meetings, the Commission will ask to hear what issues it should be addressed in the Management Plan revision and why those issues are important.
- Staff Workshops – At midpoints in the phases of revising the Management Plan, the Commission staff will hold public workshops to discuss progress and to seek specific recommendations for resolving the issues that the Commission has decided to address. The staffs will have done some preliminary work and will share it with the workshop participants in advance of the workshops. These workshops will be roundtable in nature and may be multiple days each. The Commission will provide information about these workshops closer to their scheduled dates.
- Commission Workshops – In each phase, the Commission will host a midpoint and a final workshop. At the midpoints, the Commission will review the status of the staff work to date, invite public comment, and provide guidance. At the final workshops in each phase, the Commission will review the complete draft products from the staff, invite public comment and adopt final products. If necessary, the final workshops will extend to two or three Commission meetings to allow time for staff to respond to Commission guidance before the Commission approves the product for the phase. The Area Manager for the Forest Service will attend select midpoint and final workshops in each phases to participate in discussion and hear comments about special management area provisions.



- Commission Approval – The last step in revising the Management Plan is the Commission’s final approval of the revised Management Plan. The Commission will incorporate U.S. Forest Service’s revisions for the SMA.

## How do I submit comments?

Anyone can submit written comments by email to [planreview@gorgecommission.org](mailto:planreview@gorgecommission.org) or filling out a form on our website ([www.gorgecommission.org](http://www.gorgecommission.org)). You may provide oral comments by attending a Commission meeting or a Plan Review workshop which will be scheduled in various communities within the Gorge from November 2016 through June 2017.

## What Happens After the Commission Adopts the Revisions?

After the Gorge Commission adopts the revisions, it will send the revisions to the U.S. Secretary of Agriculture for concurrence that the revisions comply with the standards in the National Scenic Area Act. After concurrence, counties will have 270 days in which to enact the revisions into their land use ordinances.

We look forward to your engagement in Plan Review and your help in identifying revisions to improve the Management Plan. For more information about Plan Review, please contact:

*Jessica Gist at the Columbia River Gorge Commission (509)493-3323 x 228*  
*Robin Shoal at the U.S. Forest Service (541) 308-1700.*



# GORGE 2020

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## National Scenic Area Management Plan Review Scoping Update – December 13, 2016

### County & City Presentations

<b>November 2016</b>	<ul style="list-style-type: none"><li>• The Dalles City Council</li><li>• Bingen City Council</li><li>• White Salmon City Council</li></ul>	<ul style="list-style-type: none"><li>• North Bonneville City Council</li><li>• Cascade Locks City Council</li><li>• Hood River County Commission</li></ul>
<b>December 2016</b>	<ul style="list-style-type: none"><li>• Klickitat County Commission</li><li>• Wasco County Board</li><li>• Troutdale City Council</li></ul>	<ul style="list-style-type: none"><li>• Hood River City Council &amp; Planning Commission</li><li>• The Dalles Planning Commission</li></ul>
<b>January 2017</b>	<ul style="list-style-type: none"><li>• Clark County Board</li><li>• Mosier City Council</li></ul>	<ul style="list-style-type: none"><li>• Multnomah County Board</li><li>• Skamania County Commission</li></ul>
<b>February 2017</b>	<ul style="list-style-type: none"><li>• Stevenson City Council</li></ul>	

### Public Listening Sessions

<b>January 17, 2017 6:00 – 8:00 PM</b>	Ft Dalles Readiness Center, The Dalles
<b>January 24, 2017 6:00 – 8:00 PM</b>	The Hampton Inn, Hood River
<b>January 31, 2017 6:00 – 8:00 PM</b>	Bonneville Event Center, North Bonneville

### Scoping and Work Sessions

<b>November 2016</b>	<ul style="list-style-type: none"><li>• Quarterly NSA Planners Meeting</li></ul>	<ul style="list-style-type: none"><li>• Oak habitat evaluation and mitigation work session</li></ul>
<b>January 2017</b>	Agency Coordination Meetings	
<b>February 2017 (dates TBD)</b>	<ul style="list-style-type: none"><li>• Treaty Tribes Scoping Session</li><li>• WA Counties Scoping Session</li><li>• Wasco County Scoping Session</li></ul>	<ul style="list-style-type: none"><li>• Multnomah County Scoping Session</li><li>• Hood River County Scoping Session</li></ul>



# GORGE 2020

## FOCUS ON OUR FUTURE

### YOU'RE INVITED!

What National Scenic Area issues are most important to you?

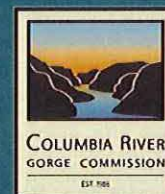
Get your questions answered

Help us find the best available information

It's Your Gorge – Get Involved!

57 NE Wauna Avenue  
White Salmon, WA  
(509) 493-3323

[www.GorgeCommission.org](http://www.GorgeCommission.org)



## UPCOMING: PUBLIC LISTENING SESSIONS

### National Scenic Area Management Plan Review

Visit our website [www.GorgeCommission.org](http://www.GorgeCommission.org) to learn more about the Plan and our 10-year Review process. Please RSVP for a community session by emailing [planreview@gorgecommission.org](mailto:planreview@gorgecommission.org). The agenda is forthcoming and will be posted on our website

**JANUARY 17<sup>th</sup>**  
**THE DALLES**

**Ft Dalles**  
**Readiness Center**  
**402 E. Scenic Dr**  
**6:00 – 8:00 PM**

**JANUARY 24<sup>th</sup>**  
**HOOD RIVER**

**Hampton Inn**  
**1 Nichols Parkway**  
**6:00 – 8:00 PM**

**JANUARY 31<sup>st</sup>**  
**NORTH BONNEVILLE**

**Bonneville Event**  
**Center**  
**102 CBD Mall Dr**  
**6:00 – 8:00 PM**



## COLUMBIA RIVER GORGE NATIONAL SCENIC AREA MANAGEMENT PLAN REVIEW

### Frequently Asked Questions (FAQs)

Last revised: 11/14/2016

#### What is Plan Review?

The Columbia River Gorge National Scenic Area (NSA) was established by Congress in 1986. Covering 292,000 acres and 85 miles of the Columbia River in Oregon and Washington, the National Scenic Area is managed jointly by the Columbia River Gorge Commission and the U.S. Forest Service. The purpose of the Columbia River Gorge National Scenic Area Act (Act) is to protect and enhance the natural, cultural, scenic and recreation resources of the NSA, and to protect and support the economy of the Columbia River Gorge area. In accordance with the Act, the Columbia River Gorge Commission and U.S. Forest Service adopted a National Scenic Area Management Plan in 1991 to guide land use in the Columbia River Gorge National Scenic Area. Section 6(g) of the National Scenic Area Act states:

*"No sooner than five years after adoption of the management plan, but at least every ten years, the Commission shall review the management plan to determine whether it should be revised. The Commission shall submit any revised management plan to the Secretary (of Agriculture) for review and concurrence, in accordance with the provisions of this section for adoption of the management plan."*

In 2001, ten years after adopting the original Management Plan, the Commission and U.S. Forest Service initiated their first plan review, and in 2004 adopted a number of revisions to the Plan. Although the next review was to begin in 2014, budget cuts and reduced staffing at the Gorge Commission delayed the launch of the next 10-year review. Although the staffing and budget have not recovered to 2001 levels, the Commission decided to launch the Management Plan review and scoping process in November 2016 and will invite additional assistance from Gorge-wide partners.

Plan review is divided into two basic components:

- 1) Review** - consists of a comprehensive scoping process to identify important issues facing the National Scenic Area and analyzing data related to those issues, with the result being a decision as to whether the Management Plan needs any changes or if the Management Plan adequately addresses those issues.
- 2) Revision** - consists of the actual changes that should be made to the Management Plan to address those important issues.



## **Why are the Commission and the U.S. Forest Service both doing Plan Review?**

The National Scenic Area Act directed the Gorge Commission to develop guidelines for the General Management Area (GMA), and the U.S. Forest Service to develop guidelines for the Special Management Area (SMA). The Commission and U.S. Forest Service worked jointly to develop the original Management Plan in 1991 and to revise the Plan in 2004, and will work together in this current Plan Review. Comments on Plan Review topics should be addressed to the Commission and we will then jointly review those with the U.S. Forest Service.

## **What are the Standards that the Management Plan must meet?**

The Columbia River Gorge National Scenic Area Act sets forth the following requirements that the Columbia Gorge Commission must satisfy when revising the Management Plan:

- (1) Protect and enhance agricultural lands for agricultural uses;
- (2) Protect and enhance forest lands for forest uses;
- (3) Protect and enhance open spaces;
- (4) Protect and enhance public and private recreation resources and educational and interpretive facilities and opportunities;
- (5) Prohibit major development actions in special management areas;
- (6) Prohibit industrial development in the scenic area outside urban areas;
- (7) Require that commercial development outside urban areas take place without adversely affecting the scenic, cultural, recreation, or natural resources of the scenic area;
- (8) Require that residential development outside urban areas take place without adversely affecting the scenic, cultural, recreation, and natural resources of the scenic area; and
- (9) Require that mining operations, and the reclamation of mined lands, take place without adversely affecting the scenic, cultural, recreation and natural resources of the scenic area

To meet these standards, the current Management Plan draws from elements of Oregon and Washington land use planning and law, elements of federal forest management, and unique elements that the Commission and U.S. Forest Service developed specifically to address situations in the National Scenic Area.

## **What is the Schedule for Plan Review?**

Starting in November 2016 and concluding in June 2017, the Commission, with public input, will be reviewing the existing Columbia River Gorge Management Plan and discussing which issues will need to be addressed. After the Commission and the U.S. Forest Service have identified which issues should be addressed in the revision process, the Commission and its staff, together with the U.S. Forest Service, will analyze and make decisions on overall goals and objectives that need revision and then craft specific policy proposals to implement those goals and objectives. The





Commission and U.S. Forest Service expect to finish any needed revisions and complete the plan by June 2019.

## How do I get Information About Plan Review?

The Commission maintains an email mailing list for persons interested in the activities of the Commission. If you would like to be on our mailing list, please send a note to [planreview@gorgecommission.org](mailto:planreview@gorgecommission.org). The Commission will use the mailing list to alert the public about upcoming meetings, new reports and other documents, and opportunities for comment and other involvement.

The Commission staff is also constructing a page on our web site ([www.gorgecommission.org](http://www.gorgecommission.org)) devoted to Plan Review, which will provide current information on upcoming meetings and key documents, and invite public comment on currently discussed and studied aspects of the Management Plan.

## How do I get Involved?

Public input is integral to our process! The Management Plan review and revision process is designed around ensuring that stakeholders in the Gorge can provide input to the Commission and U.S. Forest Service. The Commission and U.S. Forest Service will engage the four Treaty Tribes in a Government to Government consultation process. The following are opportunities for the public, agencies, stakeholders, and interested entities to get involved:

- Scoping Meetings with Key Partner Agencies – December 2016-February 2017. The Commission and U.S. Forest Service will schedule public meetings with the county commissions, city councils, community councils, and meetings of the Tribal Councils of the four Treaty Tribes in the National Scenic Area to discuss the Plan Review and hear specific concerns and issues for the Commission to consider when revising the Management Plan.
- Public Scoping Meetings – January-February 2017. The Commission and U.S. Forest Service will host three public scoping meetings. These meetings will be in the west, central, and east portions of the National Scenic Area. At these meetings, the Commission will ask the public to identify the issues that should be addressed in the Management Plan revision and request information on why those issues are important.
- Staff Workshops – The Commission staff will hold public workshops to discuss progress over the next year and to seek specific recommendations for resolving the issues that the Commission has decided to address. The staffs will have draft reports and will share them with the workshop participants in advance of the workshops. These workshops will be roundtable in nature and may be multiple days each. The Commission will provide more detailed information about these workshops closer to their scheduled dates.





- **Commission Workshops** – In each phase, the Commission will host a midpoint and a final workshop. At the midpoints, the Commission will review the status of the staff work to date, invite public comment, and provide guidance. At the final workshops in each phase, the Commission will review the complete draft products from the staff, invite public comment and adopt final products. If necessary, the final workshops will extend to two or three Commission meetings to allow time for staff to respond to Commission guidance before the Commission approves the product for the phase. The Area Manager for the U.S. Forest Service will attend select midpoint and final workshops in each phases to participate in discussion and hear comments about special management area provisions.
- **Commission Approval** – The last step in revising the Management Plan is the Commission's final approval of the revised Management Plan. The Commission will incorporate U.S. Forest Service's revisions for the SMA. The goal is to complete the "Gorge 2020" Management Plan by June 2019.

## How do I Submit Comments?

Anyone can submit written comments by email to [planreview@gorgecommission.org](mailto:planreview@gorgecommission.org) or by filling out a form on our website ([www.gorgecommission.org](http://www.gorgecommission.org)). You may provide oral comments by attending a Commission meeting or a Plan Review workshop which will be scheduled in various communities within the Gorge from November 2016 through June 2017.

## What Happens after the Commission Adopts the Revisions?

After the Gorge Commission adopts the revisions, it will send the revisions to the U.S. Secretary of Agriculture for concurrence that the revisions comply with the standards in the National Scenic Area Act. After concurrence, counties will have 270 days in which to enact the revisions into their land use ordinances.

*We look forward to your engagement in Plan Review and your help in identifying areas for improvement to create the **Gorge 2020 Management Plan**.*

*For more information about Plan Review, please contact:*

**Jessica Gist** at the Columbia River Gorge Commission (509)493-3323 x 228,

[Jessica.gist@gorgecommission.org](mailto:Jessica.gist@gorgecommission.org)

**Robin Shoal** at the U.S. Forest Service (541) 308-1700, [rshoal@fs.fed.us](mailto:rshoal@fs.fed.us)

Columbia River Gorge Commission, 57 NE Wauna Avenue, Box 730, White Salmon, WA 98672  
[www.gorgecommission.org](http://www.gorgecommission.org)



## COLUMBIA GORGE NATIONAL SCENIC AREA MANAGEMENT PLAN REVIEW

### WE WANT TO HEAR FROM YOU

Submitted by: \_\_\_\_\_

Contact information: Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Clearly identify the issue you wish to see addressed:

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Why is this issue or problem important? Does the issue impact an important scenic, natural, cultural, or recreational resource in the Columbia River Gorge? Does the issue impact the economy in Gorge communities?

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In your view, what are the pros and cons of the issue? How does the current National Scenic Area Management Plan speak to the issue?

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Please provide specific recommendations for addressing the issue:

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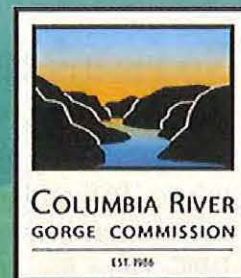
If you have additional information, please attach it to this form.

**Thank you!**

**SUBMIT YOUR COMMENTS TO:** [planreview@gorgecommission.org](mailto:planreview@gorgecommission.org) or mail to Jessica Gist at Columbia River Gorge Commission PO Box 730 White Salmon, WA 98672



# Gorge Gazette



FALL 2016 • A PUBLICATION OF THE COLUMBIA RIVER GORGE COMMISSION

## What's Inside

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Retiring CRITFC director Paul Lumley looks back on tribal changes  
*page 07*

## Scenic Area turns 30

Commission makes serious progress



A SWEEPING VISTA of the eastern Columbia River Gorge was taken from Rowena Crest, showing the sandbars surrounding Mayer Park. The federal Act that created the Columbia River Gorge National Scenic Area passed the House of Representatives on October 16, 1986 and the Senate on October 17. It was signed into law by President Ronald Reagan on **November 17**. In this issue, we'll take a look back at the many changes that took place and those that haven't taken place as a result of this Act.

Rodger Nichols photo

Office located at 57 NE Wauna Ave, White Salmon, WA 98672 • (509) 493-3323



## Remembering 1986

The National Scenic Area Act was passed by Congress in October, 1986 and signed by President Ronald Reagan on Nov. 17, 1986. Here are some reminders of how many things have changed since 1986.

Cassette tapes were edging out vinyl.

Average Income per year \$22,400.

Average Monthly Rent \$385.

Average Price for new car \$9,255.

The first ever musicians are inducted into the Rock and Roll Hall of Fame. They were Chuck Berry, James Brown, Ray Charles, Sam Cooke, Fats Domino, The Everly Brothers, Buddy Holly, Jerry Lee Lewis, Little Richard, and Elvis Presley.

Top Gun was the highest grossing film of the year. In its first weekend, it made over \$8 million dollars.

"Rock Me Amadeus" by Falco was the #1 single of the year and The Cosby Show was the top television show.

The Berlin Wall still divided East and West Germany. It wouldn't come down until 1989.

Apartheid ruled in South Africa and would for another five years.

The original Nintendo Entertainment System was released in the U.S., with titles including "Super Mario Brothers" and "The Legend of Zelda."

Apple introduced the Macintosh Plus with an available external drive boasting a whopping 800 K of storage.

Martin Luther King, Jr.'s birthday becomes a national holiday.

## Welcome...

From Executive Director Krystyna U. Wolniakowski

As I passed the "Entering Columbia River Gorge National Scenic Area" sign near exit 18 of I-84 for the first time as the new Executive Director in March 2015 — that brown highway sign I had passed countless times throughout my 40 years of living in Oregon — it had an entirely new meaning for me. I was entering my new "85-mile long, 292,500 acre office" and I was overwhelmed with pride, excitement, gratitude, and a deep sense of responsibility.

Thirteen Gorge communities in six counties of Oregon and Washington, four treaty tribes, metropolitan area residents of nearby Vancouver and Portland, and millions of visitors from all over the world rely on these unique and beautiful Gorge resources for their personal enjoyment and/or employment. Making land use decisions to protect the scenic, cultural, recreation and natural resources of the Gorge while also supporting economic development as is specified in the National Scenic Area Act of 1986, is challenging, but more important than ever, as we prepare for the next decade to preserve the special character, vistas and resources of the National Scenic Area—our jewel of the northwest.

Bringing to this position my 35 years of experience in natural resources management, our Gorge Commission staff and I have been working collaboratively with landowners, businesses, treaty tribes, interest groups, transportation authorities, ports, and local government agencies, as well as county commissions. It has been very rewarding so far to listen to the diversity of perspectives and to better understand how to assure the Gorge remains a sustainable and livable region with economic vitality. I believe the Commission has made significant progress in the short time since I started.

As we look forward to celebrating our 30th anniversary on November 17, 2016, we will have, for the first time since creating the National Scenic Area, legal descriptions of our 13



urban areas that will provide certainty of the boundaries which is important for strategic planning of growth and development while also continuing to protect the landscapes and their habitats in the areas we manage.

We are also launching our "Gorge 2020" Management Plan review and update process together with the U.S. Forest Service, which will give agencies and the public an opportunity for robust engagement in providing information to the Commission as we move forward to address the urgent issues such as increased congestion and the impact on public safety, coordinated bi-state regional transportation opportunities, and fossil fuel transport in the next ten years.

Starting in mid-November through the end of January, I will be visiting with each of the Gorge's six county commissions, planning commissions, and city councils to share our roadmap and process we will follow with the Management Plan Review process. We will plan public workshops and work closely with our 13-member Commission to assure that by mid-2019 we will have a plan that reflects our values, vision and strategies, and sets our course for the next decade. I look forward to meeting many more of you in the months ahead! Please check our website for Gorge2020 meeting schedules and updates starting in December 2016.

To contact Krystyna, please email her at: [krystyna.wolniakowski@gorgecommission.org](mailto:krystyna.wolniakowski@gorgecommission.org)



# Welcome...

## From National Scenic Area Manager Lynn Burditt

What a year full of milestones, from the Centennial of Eagle Creek to the 30th anniversary of the National Scenic Area Act on November 17!

Such moments help us take stock of how far we've come and consider where we're headed. Our work to protect scenic, natural, cultural, and recreational resources of the Columbia River Gorge, while fostering compatible economic growth, would not be possible without our partners.

Collaboration is part of what makes the Scenic Area so special. Consider the Historic Columbia River Highway, which also celebrated its 100th anniversary this year. It was thrilling to see communities around the Gorge celebrate the Highway all season long, and exciting to realize how much more everyone accomplishes when working closely together.

I'd like to think that two of

our popular hiking trails also illustrate how we work with communities to protect the Gorge. The first, Eagle Creek Trail, dates back to the early days of the Forest Service. Carved by hand from a cliffside starting in 1916, it has provided 100 years of recreation to campers at Eagle Creek, the first developed campground in the young Forest Service. It's striking how little it has changed in a century.

Cape Horn is known for the role it played in inspiring the designation of the Columbia River Gorge as a National Scenic Area. Despite many obstacles, a unique Cape Horn trail – as well as its amazing vistas – is now an experience that can be shared by all.

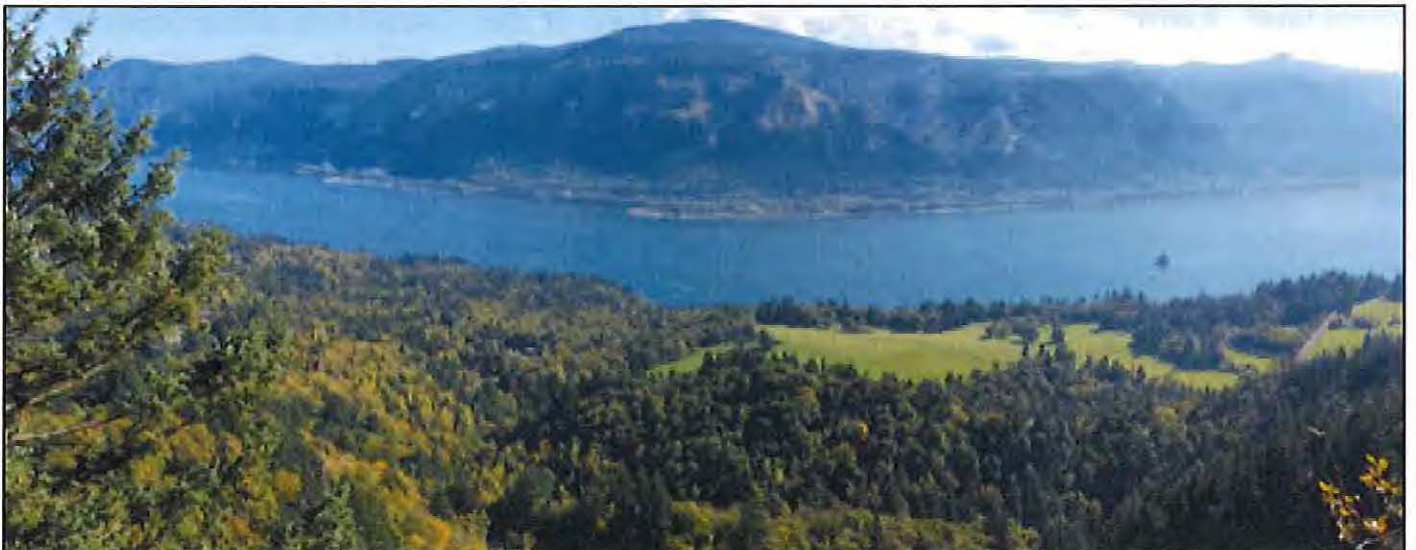
If you have a chance, visit the trail this year. As you walk through its country lanes (with curious goats watching you hike), majestic forests, rock scree, and restored lands, re-



Lynn Burditt

member that the road to one of the most popular overlooks in the Gorge was not always easy. Working together, it became a reality, and can inspire us as we look forward to the next 30 years.

We are honored and humbled to be stewards of your public land.



LOOKING SOUTH from the Cape Horn Lookout gives a sweeping view of the Oregon side of the Columbia

Rachel Pawlitz photo



# View from the Chair...

by Bowen Blair

As the "Remembering 1986" column in our inaugural Gorge Gazette shows, much has changed since 1986 when Congress passed the National Scenic Area Act and President Reagan signed it.

"Remembering 1986" could have included other examples. In 1986, for instance, climate change had not yet emerged as a political issue. And how many people would have believed—30 years ago—that recreation would grow so quickly that segments of the Historic Columbia River Highway would turn into parking lots on weekends and actual parking lots—I-84's Multnomah Falls and Dog Mountain, for example—would overflow, causing sight-seers and hikers to be turned away, creating traffic congestion, safety hazards and spoiling adventures? That popular trails like Oneonta Gorge and Angel's Rest would be jam-packed? Or that mile-long unit trains would regularly ply the Gorge, hauling enormous loads of coal and volatile oil?

Just as challenging for the Gorge Commission, and for our constituents within and outside of the Gorge, is what has not changed. Our Management Plan, first adopted in the early 1990's, has largely not changed despite these new challenges. And unfortunately, the Gorge Commission's budget—primarily funded by the two states—has also not changed. In fact, the Commission's budget is 12% less than our 1987 budget when adjusted



BOWEN BLAIR listens intently at an August 2014 Gorge Commission meeting.  
Rodger Nichols photo

for inflation, and less than half that recommended by independent experts.

But there is good news. We have a Commission that is committed to working together. We have 13 Commissioners with very different backgrounds, perspectives and experiences, which is an asset. We respect each other and share a goal of making tangible, substantial progress towards both of the Act's purposes: protecting and enhancing the scenic, natural, cultural and recreational resources, and protecting and supporting the Gorge's economy in a way that is consistent with resource protection.

Our highest priority is reviewing our Management Plan and revising it where warranted. The Act requires this review be conducted every ten years. Our last Plan review was conducted twelve years ago (so we're two years overdue) by the Commis-

sion's ten staff members. Due to budget cuts, we now have six staff. Plan review involves extensive outreach—to the public, the four Treaty Tribes, the business community, and all of our partners, stakeholders and agencies.

We are asking Oregon and Washington to each increase our budget by \$250,000 for the upcoming biennium. This \$500,000 increase—while not large by state budget standards—would make an enormous difference in our ability to conduct a thorough and timely review of our Management Plan. It would create two new positions for Management Plan review that would allow us to better coordinate with the four Treaty Tribes and to move forward with a Vital Signs Indicator Program to help us monitor the health of the Gorge's scenic, natural, cultural, recreational and economic resources.

We were all reminded this summer, with the derailment of an oil train and subsequent fire at Mosier, of the potentially dire consequences of not keeping planning and regulation current. The Commission is responsible for keeping the National Scenic Area extraordinary, and a thorough Management Plan review process and an increased budget are two of our highest priorities to ensure that we will be successful.

*Bowen Blair is an Oregon gubernatorial appointee. He was elected Chair of the Commission in 2015.*



# Forest Service Q & A calms residents' fears

In January, 1987, just weeks after the bill was signed into law, the U.S. Forest Service distributed a four-page tabloid-sized newspaper in January 1987 to explain to people living in the region what the new Scenic Area was about and how it might affect them.

On the first page one key paragraph sought to allay fears of property owners. Under the heading "A New Focus on Tradition," it read "The Gorge is not a wilderness or a park. That is not the purpose of the Scenic Area. It is home to 40,000 people. The Act recognizes the historic presence of people in the Gorge, and will not eliminate traditional land and resource uses."

That statement is followed up on the back page with this detailed Q&A.

## 1. Can I be forced to sell my home to the Forest Service?

You will not be forced to sell your home to the Forest Service. Purchase through condemnation of private property used for single family homes, educational, religious or charitable purposes, farming or grazing may only occur if there is a substantial change in use. An example might be if you decided to change your home into an industrial plant. Even under such circumstances, a determination to condemn will be made on a case-by-case basis, and only after all reasonable efforts were made to change the use or purchase the property on a willing seller basis.

## 2. Can I build a new home

Redskins overcome 49ers, Montana 14-6; details in Sports

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TUESDAY, NOVEMBER 18, 1986

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102 PAGES

25 CENTS

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## The Oregonian

Forecast wet; high, 54; low, 44; report on Page A2

## Hesitant Reagan signs Columbia Gorge bill

By JAMES C. FLANNERY

WASHINGTON—President Reagan reluctantly signed a bill Monday creating a 371,000-acre Columbia River National Scenic Area, but he expressed "grave doubts" about its constitutionality.

Reagan signed the bill after heavy lobbying by its congressional supporters from the Pacific Northwest, just hours before a midnight deadline to approve the measure or let it die.

In signing the bill, he gave grave doubts to the constitutionality of the legislation, which would authorize the governors of Washington and Oregon and the state legislatures to designate

the act establishing a 13-member Columbia River Gorge Commission, with members from Oregon and Washington, which will have three years to write regulations limiting future development within the area. The act estimates 13 acres of forest

in previous and places about half the scenic area under the commission's authority.

The remaining area will be supervised by the U.S. Forest Service. Congress approved the bill Oct. 18 and sent it to Reagan, but the Justice Department recommended he veto it because it approved the bill would allow the private commission to veto any federal land condemnation plans Reagan said that he had decided to sign the bill with the understanding that the commission's recommendations would be advisory, not binding, removing the constitutional question.

"While I am strongly opposed to the federal regulation of private land use planning, I am signing this bill because of the far-reaching support of both states for action to the

management of the Columbia River Gorge," Reagan said. Several Northwest congressmen and the law could serve as a national model for preserving similar areas, but Oregon Residents' Bill.



Donny Smith and Bob Smith attacked the bill.

Sen. Mark O. Hatfield, R-Ore., who spent most of the weekend leading off a presidential veto by telephoning high-level administration officials, said that the president's approval established "a new partnership" of federal, state and local governments.

"After nearly 30 years of effort,

I'm ecstatic that we have secured protection for a gem of God's creation," Hatfield said. "It has been an uphill battle, won only by consensus, compromise and commitment."

"The obvious winners are the thousands of residents of the gorge who will no longer be subjected to political turmoil and indecision—and the best of thousands of Americans and people the world

over who will forever be able to view this beautiful area," he said.

Sen. Bob Packwood, the state's other Republican senator who was the first in Congress to sponsor a gorge protection bill, issued a statement expressing "jubilation and awe" that the president decided to sign the bill.

"I can't remember a time when so much energy, history and spirit

ation have been devoted to convincing a president he should sign a bill," Packwood said.

Both Oregon senators promised to work to resolve any remaining technical problems with the legislation.

Rep. Donny Smith, a critic of the bill, said it was "a fundamentally flawed bill."

"Representatives who live in the Pacific Northwest are in control of the Columbia Gorge," Smith said, adding that he hoped that the bill's sponsors would not "walk away" before finding ways to provide jobs for the gorge's residents. He noted the gorge had a high unemployment rate.

"A few added hours in the summer will not sustain these people from September to June," he said. Rep. Bob Smith, R-Ore., who represents most of the gorge land on the Oregon side and also was strongly opposed to the gorge bill's passage, could not be reached for comment. He was in his home in Virginia.

Additional details on Page B4.

## in the Scenic Area?

There are no restrictions on residential construction in Urban Areas as a result of the legislation. Within the General Management Areas, you can build a new home as long as it does not adversely impact the scenic, cultural, recreational, or natural resources of the Gorge. In Special Management Areas you can build a new home if your property is 40 acres or more as long as it does not adversely impact the scenic, cultural, recreational or natural resources. Specific direction on residential construction will be developed in the Management Plan. During the interim, the Forest Service, and the Commission after it is established, will review projects to assure they are consistent with the legislation.

## 3. I want to remodel my home, or construct a garage or a barn. How will I be affected?

In general, most remodeling, garage, or barn construction will be allowed. Prior to completion of the Management Plan,

the Forest Service and the Commission, when it is formed, will review your proposal to determine its consistency with the Act. During the interim period, the Forest Service will work closely with the counties within existing processes to review proposals, so that decisions on projects will not be delayed. In most instances, a barn, a garage, or a home remodeling project will be allowed if it meets current county regulations. If you have questions regarding specific procedures contact your county building department or the Columbia River Gorge National Scenic Area Office.

## 4. What is considered an existing use?

At a minimum, you must have a valid building permit, dated on or before November 17, 1986 (the date the President signed the legislation) for your activity to be an existing use.

## 5. Is logging restricted within the scenic area?

Continued on Page 10





# Commissioner Profile: Lorrie DeKay

By Commissioner Janet Wainwright

*She spent several hundred days at sea in the 1970's while doing biological research. She lived in Nigeria in the 90's where among other things she ran an after school Karaoke program. And, she is an accomplished Marimba player. She is a world traveler, scientist and teacher. She is Lorrie DeKay, Columbia River Gorge Commissioner*

Commissioner DeKay was born in Boston, Mass. She was the eldest of seven children — five sisters and one brother. She lived in the suburbs of Boston until she went to Northeastern University.

Lorrie chose Northeastern because it suited her learning style. The University is renowned for its investment in cooperative education and is committed to experiential learning by integrating study with professional work, research and service.

Lorrie alternated semesters doing marine research in Narragansett, Rhode Island and spending time in the classroom. There she solidified her lifelong love of science. She described her first 'co-op' job at Narragansett as a "plankton plucker" — pulling fish larvae from plankton and other data collection activities, both in the lab and at sea.

After Lorrie graduated in 1975, she began her full time ca-



AT WORK AT SEA in 1974, Lorrie DeKay worked as a "plankton plucker," pulling fish larvae from plankton, and conducting other data collection. Courtesy of Lorrie DeKay

reer as a Fisheries Biologist at the Narragansett Lab.

In 1976 an opportunity presented itself that Lorrie could not turn down. It was spring! Why not spend a month on a Polish research vessel side trawler? The *Wieczno* sailed to Woods Hole from Gdynia, Poland twice a year as part of an international cooperative research program. The NOAA fleet had stern trawlers specifically designed as scientific sampling platforms, so working on a side trawler was a new experience for Lorrie.

The Polish fishermen did the hard work of setting trawls and casting the nets for plankton collection off the starboard side of the ship. Lorrie was in charge of making sure all the data were

recorded, samples preserved, and counts accurate. She quickly became fluent in measuring fish in Polish.

Nobody but the captain spoke English on her watch that first trip, so she ended up communicating with hand signals, drawings, and liberal use of a Polish-German dictionary. Her seven years of German language study really paid off! She learned a lot of Polish very quickly, and also learned the pleasures of drinking Polish beer and vodka.

Lorrie was always ready to sign up for the next scheduled trip, and spent time on a Russian side trawler where her year of Russian in college served her well and on the very modern German research vessel *Anton*

*Continued on Page 8*



# CRITFC's Paul Lumley looks back

*Paul Lumley first joined the Columbia River Intertribal Fish Commission in 1987, just as the National Scenic Area Act was taking effect. The organization, which included the four Treaty Tribes mentioned in the Act: the Yakama, Warm Springs, Umatilla and Nez Perce, had been founded ten years earlier.*

*For the past seven years, he has acted as its Executive Director, a position he stepped away from in mid-October to take a job with a Native American Education Association in Portland. Before he left, he agreed to an interview with Gorge Commissioner Rodger Nichols. The transcript below has been edited for clarity:*

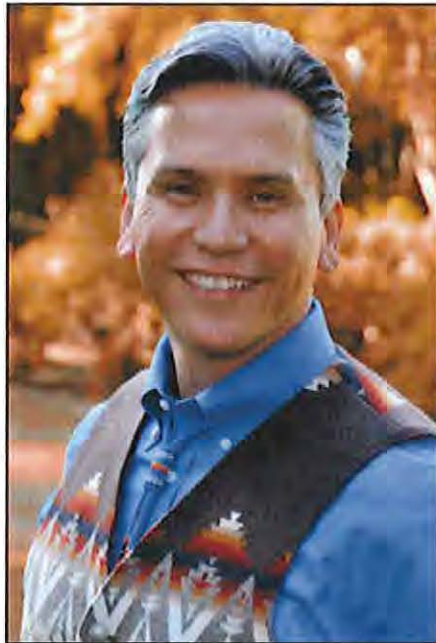
## **How did you originally get involved with CRITFC?**

I grew up fishing on the river with my family and saw primarily CRITFC through an enforcement program. That's my experience with them.

I graduated from college with a degree in math and I was encouraged to consider an internship at CRITFC and when I walked through the front doors I realized all the great work that CRITFC was doing. It opened my eyes, impressed me deeply and I've been there ever since 1987.

## **When was CRITFC originally founded?**

CRITFC was founded in 1977 by four tribes - Yakama, Umatilla, Warm Springs and Nez Perce. The four tribes came to-



PAUL LUMLEY grew up fishing on the Columbia with his father. An internship at CRITFC led to a 29-year career.

Contributed photo

gether for three primary purposes: The first was to protect the fish runs and restore them; the second was to protect the treaty fishing right that was secured in our treaties of 1855, and the third was to establish a coordinated intertribal enforcement program.

## **What changes have taken place since that time?**

I'd say the biggest change is the fish runs. We have a lot more fish coming back. I believe the Tribes had a very strong role in bring those salmon runs back. At the time we thought we'd even be losing the salmon runs. So now to see, for example, a million fall Chinook coming back a couple of years in a row. That's something I never

thought I would see. I also saw spring Chinook return in one year in the early 90s where it was 10,000 spring Chinook in total. And now we regularly get more than 100,000, sometimes as high as 300,000 or 400,000 spring Chinook, so all the fish coming back is really incredible.

Another thing that has changed is the visibility of the Tribes and the tribal fishery. We see it on a regular basis in the press; people look to us as the definitive voice on the science. We are a force to be reckoned with.

## **It seems to me that the Gorge Commission has increased the amount of consulting that it's done with the tribes.**

You know, I believe that the Columbia River Gorge Commission has always had a strong partnership with the four Columbia River treaty tribes, ever since the Congressional Act was completed. The Tribes have a very strong role. I have always enjoyed a wonderful partnership with the Columbia River Gorge Commission, and I think that will continue for many years to come.

## **What do you see in the future for CRITFC?**

I'd say in the last several years we have seen big progress when it comes to addressing water quality, and that's something that I have focused on

*Continued on Page 10*



German research vessel Anton Dohrn. It was an exciting time of international cooperation on Georges Bank.

In 1979, she applied to the University of Rhode Island's Graduate School of Oceanography to work on her Masters while continuing to work at the lab. She spent some of her time at the NOAA/NMFS Woods Hole lab analyzing data for her thesis: a stock assessment, age and growth study, and larval distribution of the American Plaice. As the traditional flounder populations declined, fishermen were looking for replacements for the commercial markets. American Plaice, or 'Amerdabs', were finally broken out of the 'Other Flounder' category, and Lorrie's thesis gave managers baseline information on the species.

While at URI she met Lloyd DeKay who was also in graduate school. They were married in 1981 and moved to Houston where Lloyd worked for Gulf Oil as an international exploration geologist. Lorrie transferred to the NOAA lab in Galveston, where she turned her focus to shrimp population dynamics.

After 3.5 years Lloyd was transferred to Chevron's San

Ramon, California campus after the merger with Gulf. To keep her hand in the fisheries world, Lorrie got involved with the

classes and running a licensed family day care business for three years. An international posting finally came their way in 1991, so Lorrie, Lloyd, five year old Keara and 2 year old Alina embarked on a 6 year adventure to Lagos, Nigeria. While there she did something she considers one of the two most daring things she has ever done: rafting the Zambezi River in Zimbabwe at Victoria Falls. The other daring (and scary) thing: Being investigated by immigration officials when some Polish sailors jumped ship in Woods Hole (NOTE: she had NOTHING to do with it!)

In 1997 they moved back to the states and lived in New Orleans. Wherever Lloyd's job took them, Lorrie always managed to immerse herself in the life and culture of each location. With two young girls she was a natural as a substitute teacher and Girl Scout leader at the American

International School in Lagos. She continued subbing in Junior High and High School in Louisiana when they were transferred. The family's last move for Lloyds work was in 2002 back to where it all started, Houston. There Lorrie was a popular math and science sub

*Continued on Page 9*



FAREWELL TO NIGERIA celebration included Lorrie and Lloyd dressing in versions of traditional Nigerian costumes.

Courtesy of Lorrie DeKay

Women's Fisheries Network, and helped organize the new chapter in the Bay Area, and wrote a grant proposal for an alternative trawling gear study.

During this time their two daughters were born, and Lorrie shifted gears again, taking some early childhood education



## Dekay continued from Page 8

at the high school, ESL tutor at the literacy council, and consultant for a firm that did settling in programs for international transferees and their families.

When Lloyd and Lorrie were deciding where they might want to retire, Lloyd remembered his time working with the Corps of Engineers in 1976 on Bonneville Dam's second power station. Though he lived in a small motel cabin in Cascade Locks, the beauty of The Gorge stayed with him. It was a magical place and he conveyed that to Lorrie. It certainly helped that Lorrie's sister Mary lived in McMinville.

In 2002 when visiting Lorrie's sister, the decision was made. Lorrie remembers the moment perfectly: the family was enjoying Mike's Ice Cream on Oak Street in Hood River when she and Lloyd had their epiphany. The beauty of the Columbia River Gorge on that summer day was overwhelming. She knew then and there, this was the place! The search for a house began.

They came back again in 2003, found a house in White Salmon at the start of a family vacation, and spent the rest of the trip working out details, in between visits to Crater Lake and Shakespeare plays in Ashland. They finally moved to White Salmon permanently in 2007. True community activists, Lloyd immediately got involved



PORTRAIT of Lorrie

Contributed by Lorrie DeKay

in the White Salmon Arts Council, and from there, a City Council outreach group that became Community Partners, the Chamber of Commerce, and now also leads geology field trips with the Ice Age Floods Institute.

Lorrie became a stalwart volunteer in the Democratic Party. In 2008 she became a state committee person and did this for six years. In 2009 she filled a vacancy as County Vice-Chair and in 2010 became County Chair. In 2012 she was deeply involved in the caucus process in Klickitat County and was elected as a delegate to the Democratic Convention in Charlotte, North Carolina. According to Lorrie, "This was a political junkie's dream come true."

Her community involvement connected her to members of Jamba Marimba, a local band she has been part of since 2009. They play at the Gorge Grown

farmers markets, private parties, and other community events. Since 2010, Lorrie has also been a regular behind the bar on Fridays at the Springhouse Cellar tasting room in Hood River. She and Lloyd both enjoy helping several local wineries in the vineyards, in the tasting rooms, and bottling. Retirement skill sets expand rapidly here!

In 2013 Lorrie heard there may be an opportunity to get on the Columbia River Gorge Commission. The thought intrigued her because of her science background and her unconditional love of the Gorge – the place she and Lloyd now call home. The National Scenic Area ordinances had impacted many of the friends they'd made in the Gorge, especially in Klickitat County.

Lorrie strongly feels that the best way to make improvements is by getting involved, so she applied to become a Washington State gubernatorial appointee and, with the help of endorsements from friends and leaders on both sides of the Columbia, was appointed in June of 2013.

Lorrie is valuable member of the Commission and one of only three female members on the Commission. She is Chair of the Executive Committee and Co-chair of the Outreach Committee. Lorrie DeKay may be reached by e-mail at [Lorrie.Dekay@gorgecommission.org](mailto:Lorrie.Dekay@gorgecommission.org).



Logging can continue on private, State, and Federal lands throughout the Scenic Area. In General Areas, the only requirement is that the operation meet existing State Forest Practices Act and existing county ordinances.

Logging can also continue in the Special Management Areas, on private, state and National Forest land, as long as the scenic, cultural, recreational and natural values of the Gorge are not adversely affected. Depending on the location and visibility of a particular site, this may mean use of buffers along roads, or irregular edges on clearcuts instead of rectangular patches.

**6. I have a business in the Scenic Area, outside of an Urban Area. Will I be allowed to continue?**

Yes. Existing commercial and industrial uses will be allowed to continue, regardless of their location. The only possible exceptions are refuse dumps and sand, gravel or crushed rock operations.

New commercial and industrial uses will be more restricted. New industrial uses will be allowed only in Urban Areas. New commercial facilities will be also encouraged to locate in Urban Areas. However, new commercial facilities may locate in the General Areas, as long as they don't adversely impact the scenic, cultural, recreation or natural resources of the Gorge. Most new commercial use will be restricted in the Spe-

cial Management Areas, with the exception of recreational type development specified as a part of the Plan in the recreation assessment.

**7. I want to sell my home. It is located in a Special Management Area. Do I have to sell it to the Forest Service?**

No, you can sell your home using the same procedures as you would prior to the legislation. The Forest Service does not have "first right" on purchase of property.

**8. I have a small undeveloped parcel of land in a Special Management Area. Under current county zoning I can construct a house there. Can I still build my home under this legislation?**

Unless you hold a valid building permit dated on or before November 17, 1986, you will not be able to build a residence on a parcel of land under 40 acres within a Special Management Area.

**9. I want to sell my land to the Forest Service. What is the procedure?**

First, determine whether your property is eligible for purchase by the Forest Service (i.e., within the Special Management areas or the Dodson Warrendale Special Purchase Unit). If you are eligible, send us a proposal indicating your interest in selling the property. Include as much information as possible, such as a legal description of

your property, size, description of buildings and uses, and tax lot numbers. A map such as an assessor's plot would also be helpful. We will consider your proposal.

**10. The legislation authorizes \$10,000,000 in grants and loans for economic development projects that further the purpose of this Act. Are those monies limited to enhancing tourism and recreation?**

The monies are not limited to tourism and recreational facilities. They are available for "economic development projects that further the purposes of the Act." These projects will be specified in an economic development plan developed by each State, in consultation with the counties and Commission. These Plans will identify projects consistent with the Scenic Area Act which are eligible for grants and loans. While many tourism and recreational projects would be consistent with the Act, many other projects may also be consistent. Such projects could include (but are not limited to) enhancing traditional uses such as agriculture and forest management, and use of funds to enhance a variety of developments in the Urban Areas, which are exempt from any restrictions in the Act.





## Lumley continued from Page 6

since really Day One, stepping in as executive director seven years ago.

We, as humans, have a choice on whether we're going to drink the water out of the Columbia River, but the fish don't have that choice. They have to swim in that water, so we have to do everything we can to protect the fish.

We also, as tribal people, eat a lot more fish than the general public, so there is a duty and a responsibility by state and federal agencies to make this water cleaner. We have not given up on that. In fact, we've used that relationship that we have with the fish in our treaties of 1855 as leverage. And we now have, for example, the state of Oregon, that has the most protective water quality standard in the nation.

The biggest goal for us now, continuing in that line, is to get the states of Washington and Idaho to do the same thing.

Another area that has a bright future for us is the Columbia River Treaty. We just this past week got the Department of State where they are ready to renegotiate the terms with Canada, and this will be the biggest opportunity that we have in our lifetimes to change the way water is managed in the Columbia River and it's our opportunity to have water conditions that are better for the salmon and also for restoring fish passage to all historic locations — and that means fish past Grand Coulee Dam into Canada.

**As I understand the original negotiations did not involve the Tribes at all.**

Right. In the early 1960s the Columbia River Treaty was negotiated. And the terms actually were quite narrow as well; the focus was on power generation and flood control. Each country decided that they were going to leave other items, like the ecosystem, up for each country to determine on their own, and what a mistake that was.

If you look at what was happening in the 1960s, we were as tribal people, fighting for our rights, even for existence.

We had state enforcement that was harassing the tribal fishery, me included; I was a recipient of that harassment, so I know what it was like in the 60s and 70s. It's no surprise that the Tribes were not included in those negotiations. But that was then and this is now, and since those decisions were made, there have been significant advances in federal law to protect the environment and to protect the Tribes' rights.

So that was then and this is now and we knew that going into this process about six years ago and asserted our rights strongly. We developed a coalition of 15 tribes in the Columbia River Basin, got the federal agencies to the point where they had to not just work with us, but really, sincerely, explored tribal interests and rights, which they did, and we opened up the discussions to include all sovereigns, including four states — Oregon, Washing-

ton, Idaho and Montana — and then expanded the scope to include many stakeholders out there from environmentalists to power group members. So it's exciting to see that we finally reached agreement, at least in the [Columbia River] Basin and to see that come to fruition through the Department of State's approval to renegotiate the terms. That's pretty exciting to see happen.

**I think that comes from starting very early in the process, which is what you need to do to see things happen.**

In fact, the Tribes saw this even before I came back as the Executive Director in 2009. There was a resolution that was passed at the Affiliated Tribes of Northwest Indians in 2008 that called upon the Columbia Basin tribes to start working together on this.

So when I came back as director, I joined that team effort in bringing people together, tribal governments together. The first step was to come to a decision, at least among the tribal governments on what is it about the treaty that we didn't like and what is it that we'd like to address in the future. It took us a couple of years to do, but we got it done.

**Everybody will benefit from that, not just the tribes.**

I think that's a fair statement to say on a number of fronts.

*Continued on Page 12*



The tribes work hard to bring the fish back; everyone benefits from that. The tribes work hard to improve water quality; everyone benefits from that. And so while the tribes might be on the front lines fighting for this, it's a true statement. Everyone benefits from it.

## **What prompted you to move on, and what's next for Paul Lumley?**

I've been in this position now for seven years, and it is one of the most difficult jobs I've ever had in my life. It's very complicated. I have four tribal governments that I work with. I have 115 staff. I work with many different federal agencies; probably all of them. State legislatures, environmentalists, stakeholders, the public. A wonderful partnership with the religious community. It is one of the most complicated and most difficult positions I've ever had and I'm ready for something new.

I've decided to move on to something that I also have a strong passion for and that is native youth education. So in a few days I'll be assuming my new role as executive director of the Native American Youth Association, which serves a community, primarily here in the Portland area of about 40,000 natives. I'm expecting I'll have a lot more time and I don't think I'll be traveling near as much. I'm looking forward to getting my life back. I have devoted my life to this position and I am ready for something different.

One of the most interesting projects I've had since coming back to the Commission, was something not directly related to our tribal fishery and that is the housing on the river.

When I came back from Washington, D.C. I saw our tribal members living in some of the worst housing conditions I have ever seen. And that says something because I used to be the Executive Director of the National American Indian Housing Council. I've seen bad housing in Indian country, and it is the worst right here in the Columbia River Gorge. And we drive by it every day. We don't actually see it, but it's there. And the Commission asked me to assist them in address the housing problem because we have tribal fishing sites that our tribal members have moved onto permanently and we need to address that problem.

The best way is to address the underlying social issues. I'm so excited now to see Congress stepping forward to do the right thing and to address this decades-old problem, to right this historic wrong.

When these dams were built and these reservoirs came up and flooded our tribal villagers, we didn't get our homes replaced, our villages replaced. We lost a lot of fishing sites. So it's great now to see the federal support step forward. And to be quite honest with you, the local communities along the Columbia River Gorge have also been very supportive.

And even though I'm moving over to the Native American Youth Association, they said I can continue to support the tribes' efforts to address the tribal housing on the Columbia River.

I intend to do so.



PAUL LUMLEY makes a presentation to the Columbia River Gorge Commission in 2012.

Rodger Nichols photo



# Who's who? A list of commissioners

## Oregon Governor Appointee Position #1

Stafford Hansell	1987 - Jan. 1, 1994
Steve McCarthy	Mar. 29, 1994 - Apr. 20, 1998
Dave Robertson	Feb. 1, 1999 - Sept. 17, 2004
Jeff Condit	July 1, 2004 - Feb. 28, 2009
Barbara Roberts	Mar. 1, 2009 - Feb. 24, 2011
Bowen Blair	June 1, 2012 - present

## Oregon Governor Appointee Position #2

Barbara Bailey	1987 - Mar. 28, 1994
Janice Staver	Mar. 29, 1994 - Apr. 16, 1999
Gay Jervey	Dec. 1, 1999 - Feb. 4, 2000
Doug Crow	July 1, 2000 - June 30, 2008
Sara Grigsby	July 1, 2008 - Sept. 19, 2012
Dan Ericksen	Sept. 20, 2012 - present

## Oregon Governor Appointee Position #3

Don Clark	1987 - Oct. 17, 1991
Louis Pitt	Jan. 15, 1992 - Sept. 1, 2001
Michael Farrow	Sept. 10, 2001 - Aug. 16, 2004
Roberta Kirk	Nov. 1, 2005 - Oct. 1, 2006
Lonny Macy	Dec. 1, 2006 - Nov. 30, 2010
Antone Minthorn	Dec. 1, 2010 - present

## Washington Governor Appointee Position #1

Dave Cannard	1987 - June 12, 1991
Vaughn Lein	Dec. 1, 1991 - June 12, 1999
Jim Luce	July 1, 1999 - Sept. 16, 2001
Jane Jacobsen	Nov. 20, 2001 - Apr. 20, 2009
Hon. Don Bonker	Apr. 21, 2009 - present

## Washington Governor Appointee Position #2

Stuart Chapin	1987 - Dec. 31, 1992
Tim Southworth	Jan. 1, 1993 - June 12, 2000
Wayne Wooster	Aug. 7, 2000 - June 12, 2004
Harold Abbe	Aug. 11, 2004 - June 12, 2012
Janet Wainwright	July 3, 2012 - present

## Washington Governor Appointee Position #3

Gayle Rothrock	June 22, 1987 - Oct. 31, 1991
Nancy Sourek	Nov. 11, 1991 - Dec. 31, 1992

Karen Bennett	Jan. 1, 1993 - June 12, 1993
Sally Newell	Jan. 17, 1994 - June 12, 1997
Kathy Sheehan	Dec. 12, 1997 - June 12, 2005
Honna Sheffield	June 13, 2005 - June 14, 2009
Sondra Clark	March 29, 2010 - July 7, 2013
Lorrie DeKay	July 8, 2013 - present

## Clark County Appointee

Bob Thompson	1987 - June 12, 1999
Joe Palena	July 1, 1999 - June 30, 2011
Damon Webster	Aug. 25, 2011 - present

## Skamania County Appointee

Nancy Sourek	1987 - Nov. 27, 1991
Kathleen Butcher	Jan. 1, 1992 - June 12, 1996
Bud Quinn	June 13, 1996 - June 12, 2000
Walt Loehrke	June 13, 2000 - Jan. 11, 2011
Keith Chamberlain	Mar. 29, 2011 - present

## Klickitat County Appointee

Pat Bleakney	1987 - June 12, 1993
George Rochbacher	June 13, 1993 - June 12, 1997
Kenn Adcock	Sept. 19, 1997 - June 4, 2007
Carl McNew	June 5, 2007 - present

## Multnomah County Appointee

Kristine Olsen Rogers	1987 - June 30, 1993
Blair Batson	Jan. 1, 1994 - Feb. 4, 1998
Anne Squier	Feb. 5, 1998 - June 30, 2006
Jim Middaugh	Aug. 1, 2005 - March 19, 2015
Robert Liberty	March 19, 2015 - present

## Hood River County Appointee

Joyce Reinig	1987 - June 30, 2012
Gorham Blaine	July 1, 2012 - present

## Wasco County Appointee

Ray Matthew	1987 - June 30, 1995
Don Dunn	July 1, 1995 - June 30, 2003
Judy Davis	July 1, 2004 - June 30, 2011
Rodger Nichols	July 1, 2011 - present



# Photo flashback

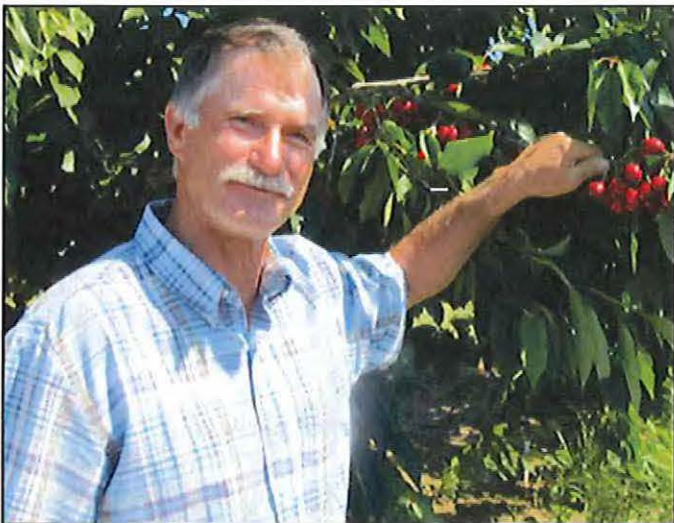
Photos by Rodger Nichols



COMMISSIONER Keith Chamberlain, left, speaks with an Ecuadorian delegation that is in charge of preservation of the Galapagos Islands, who visited in March, 2012.



FORMER Executive Director Jill Arens and longtime staff attorney Jeff Litwak, Feb. 2011.



COMMISSIONER Dan Erickson shows off some of his cherry crop during a field trip to his orchard in June 2014

## Gorge Commission Staff

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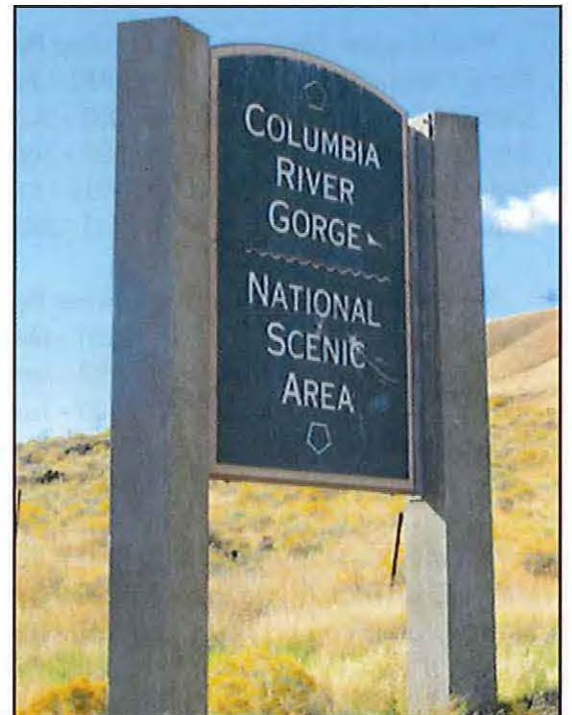
Krystyna U. Wolniakowski, Executive Director,  
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## Website

[www.gorgecommission.org](http://www.gorgecommission.org)

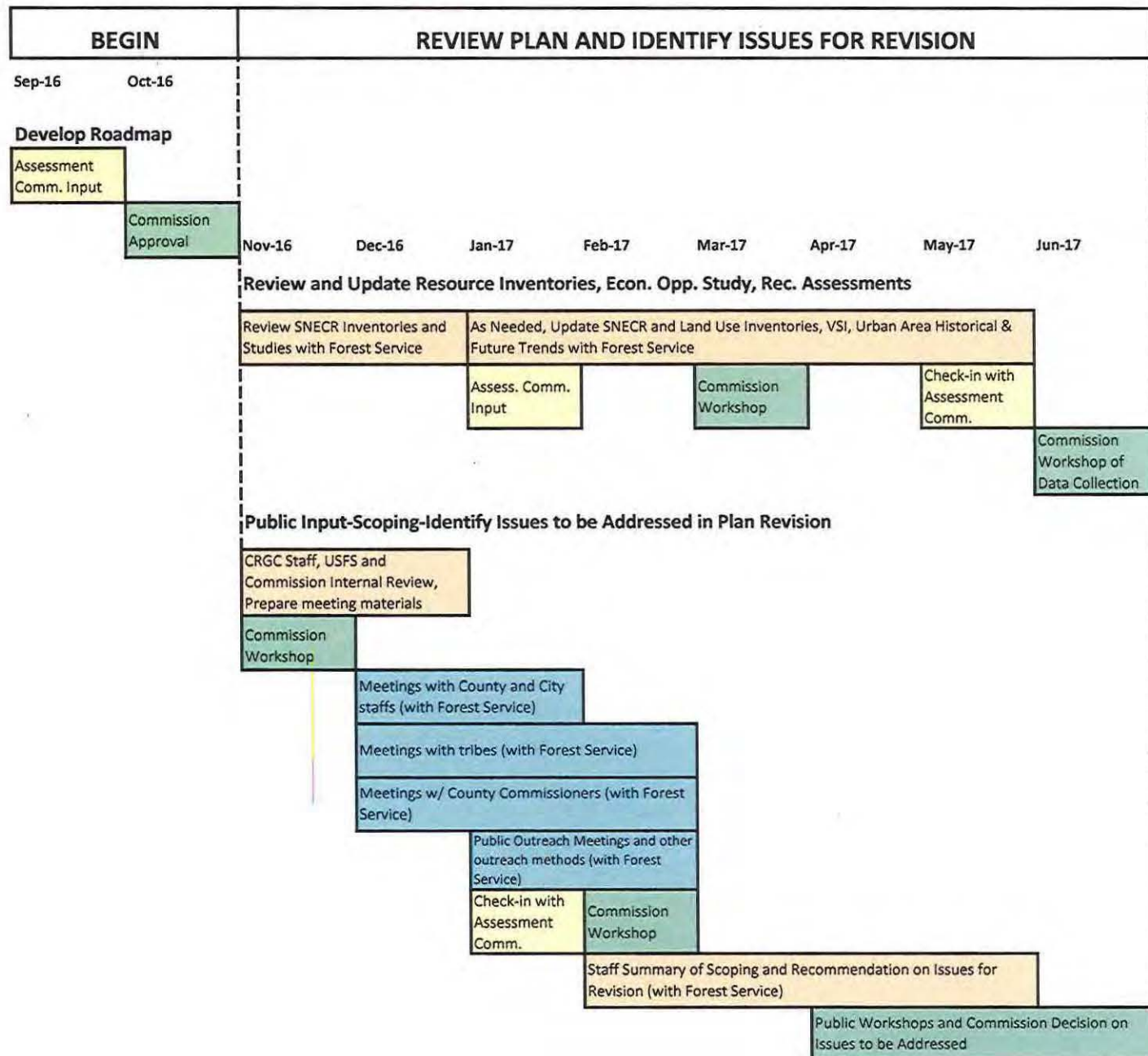


NANCY ANDRING, the heart and soul of the Gorge Commission, smiles in front of a cake honoring her 25 years of service in April 2013.





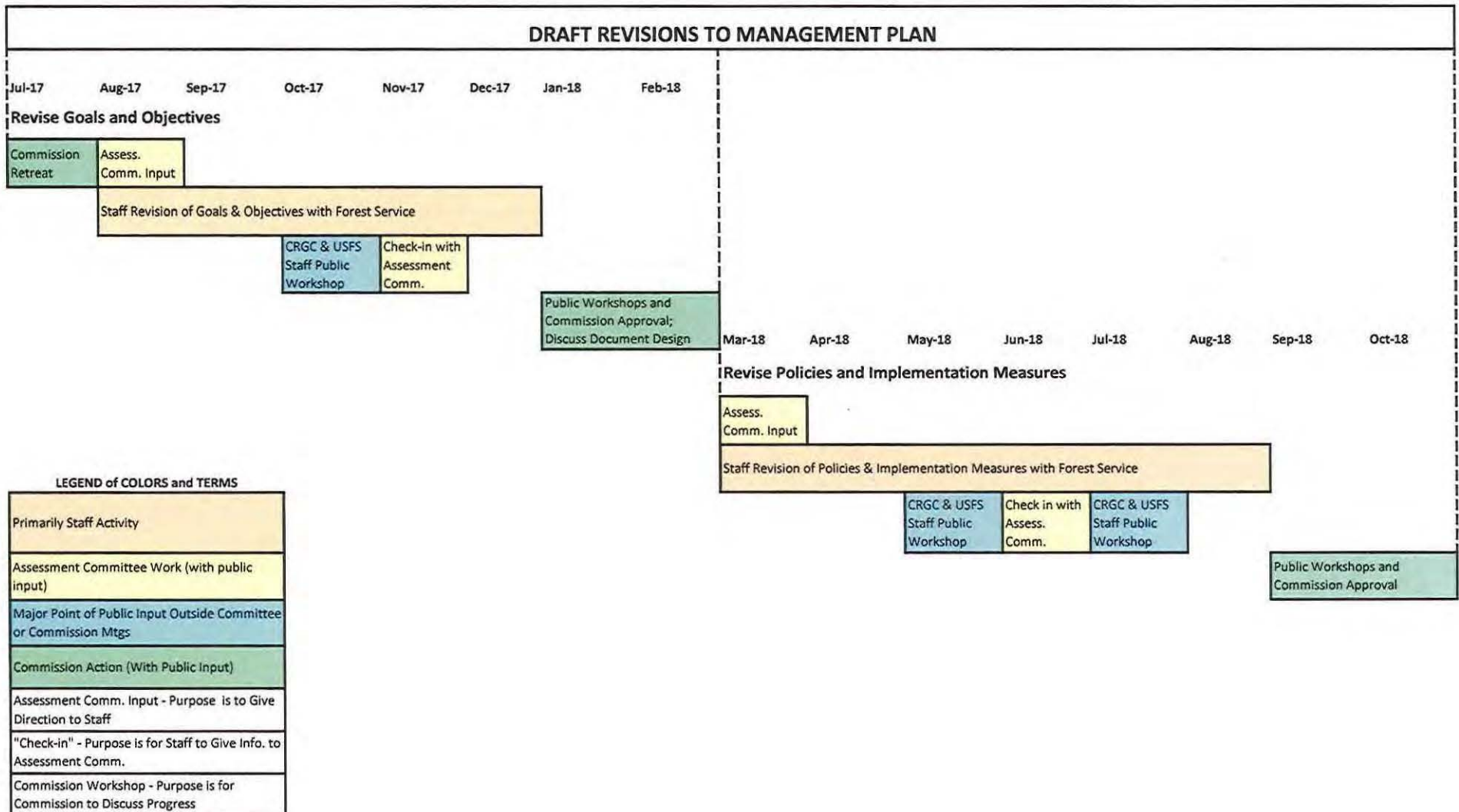
**WORK PLAN TIMELINE - 2016–19 PLAN REVIEW AND REVISION**  
**(FINAL - GORGE COMMISSION APPROVED OCT. 11, 2016)**



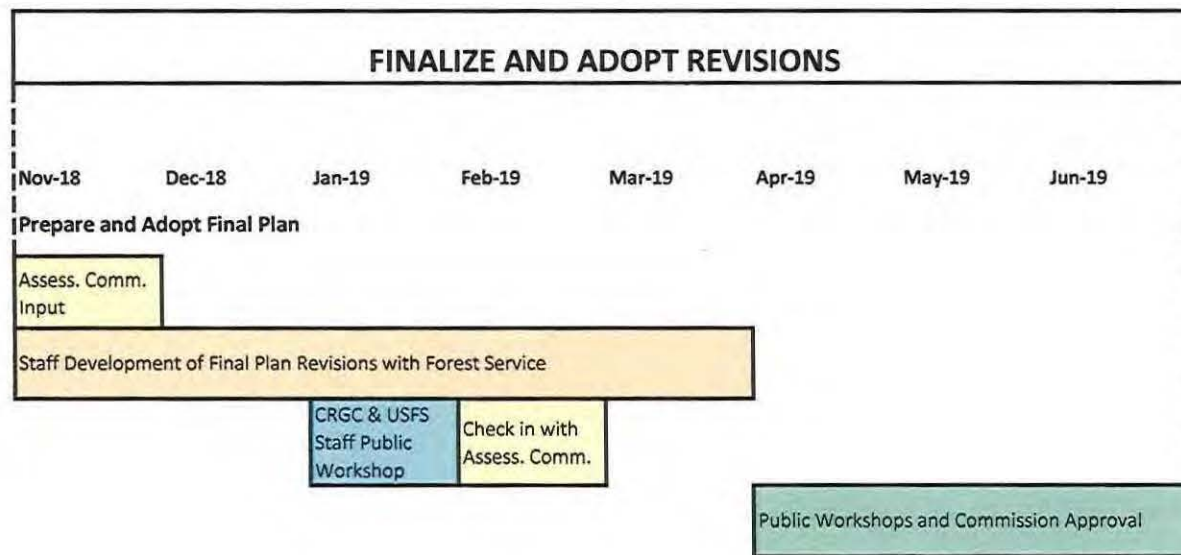
**LEGEND of COLORS and TERMS**

Primarily Staff Activity
Assessment Committee Work (with public input)
Major Point of Public Input Outside Committee or Commission Mtgs
Commission Action (With Public Input)
Assessment Comm. Input - Purpose is to Give Direction to Staff
"Check-in" - Purpose is for Staff to Give Info. to Assessment Comm.
Commission Workshop - Purpose is for Commission to Discuss Progress

**WORK PLAN TIMELINE - 2016–19 PLAN REVIEW AND REVISION**  
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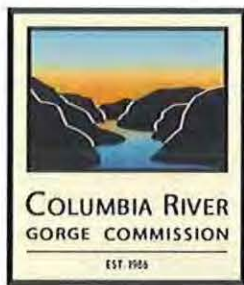
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**TO:** Columbia River Gorge Commissioners

**FROM:** Krystyna U. Wolniakowski, Executive Director  
Jeff Litwak, Counsel

**DATE:** October 11, 2016

**SUBJECT:** ACTION ITEM: Roadmap and Timeline for Proposed "Gorge 2020" Management Plan Review and Update

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### **Background**

The legal requirements for Management Plan Review is described in Section 6(g) of the National Scenic Area Act which states:

*"Revision of plan. No sooner than five years after adoption of the management plan, but at least every ten years, the Commission shall review the management plan to determine whether it should be revised. The Commission shall submit any revised management plan to the Secretary for review and concurrence, in accordance with the provisions of this section for adoption of the management plan."*

There are three things to note about this requirement. First, the Act requires the Commission review the entire Plan; this is not discretionary. Second, the Act does not require the Commission revise the plan. Whether to revise the plan and what to revise are at the discretion of the Commission. Finally, the Act specifies a detailed process for developing the initial plan, but does not require the Commission to use the same process to make revisions to the Plan.

In litigation involving the last Plan Review process, the Oregon Court of Appeals concluded that the Commission's process "did precisely what the law requires—it reviewed the entirety of the Management Plan and developed a process for determining which of the Plan's provisions should be targeted for revision." The Court of Appeals described the Commission's process succinctly as follows:

*"In response to the Act's directive, the commission produced a series of monitoring reports, which evaluated the extent to which the existing management plan and guidelines met the requirements of the Act. [T]he commission produced seven such monitoring studies, including reports concerning scenic, cultural, recreational, and natural resources, and concerning agricultural and forest lands. The commission then solicited comments from, and held public hearings on, whether any provisions of the existing management plan were in need of revision. There is no contention that the commission limited the scope of its request for comments to any particular provisions of the management plan."*

*Based on its monitoring studies and on the comments that it received from the public, the Commission developed a list of 26 specific topics for more detailed examination. The Commission then held further public hearings on that proposed list and on its adequacy to meet its obligations under the Act."*

The last Management Plan review was initiated in 2000 and completed in 2004. The Commission is currently 2 years past due to begin the review process, but lack of staff and resources since 2014, delayed this effort. However, given the importance of compliance with the NSA Act, current staff are initiating the review as soon as the Commission approves the timeline and process.

### **General Considerations for the 2016-2019 Management Plan Review**

**Attachment 1** is staff's recommended "roadmap"—a proposed timeline for reviewing the Management Plan and revising the Management Plan if the Commission determines that it should be revised.

In developing the process to initiate the 2016 Plan Review, staff considered a number of factors:

- The Commission will complete Plan Review and necessary revisions at about the end of the 2017-19 biennium.
- The Gorge Commission and Forest Service will work together to do joint data collection, scoping, and policy development as much as possible in reviewing and revising the Management Plan.
- The Commission empowered the Assessment Committee to be the Commission's lead for the Commission staff to consult and get general direction through the process. The Assessment Committee does not guide the Forest Service's work for the SMA portion of the Plan, but the Assessment Committee may want the Forest Service to explain specific SMA issues, and the Forest Service may choose to take account of Assessment Committee ideas, concerns, and direction to Commission staff.
- The Commission's staffing and financial resources do not allow the Commission to hold multiple Commission workshop-style hearings on drafting specific text revisions as it did during the last 2000-2004 Plan Review process.
- All of the Assessment Committee and Commission meetings will have opportunities for public input.
- The Commission will create a page on its website for posting Plan Review documents and create an alert to notify the public when it posts new documents.

### **Staff Recommendation**

Staff has recommended that Plan Review proceed in five phases.

<p style="text-align: center;"><b>Phase 1</b> <b>Review and Update Resource Inventories, Economic Opportunity Study and Recreation Assessments</b></p>
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Instead of developing "monitoring reports" as in the last Plan Review, staff recommends that the Commission review and update the resource inventories, economic opportunity study and recreation assessments that the Act required for developing the initial plan (sections 6(a), 8(c) and 8(d)). Some of these information



sources are consistently updated, or have current or recent information, but some have not been updated since developing the initial plan.

The data collected in this phase will help the Commission decide whether to revise identified concerns with the Plan. Later, the staffs will likely need to collect or develop specific data that the Commission and Area Manager need to decide on new policy.

- This step starts with the Commission and Forest Service planning staff reviewing what information exists. This is necessary because the Commission and Forest Service staffs are almost entirely new in the past year. For example, the staffs have current natural resource information from their own inventory work and other state and federal agencies; in contrast, the staffs anticipate needing to update the land use inventory.
- After the staffs review existing information, the Assessment Committee will discuss needed updates. This discussion will happen concurrently with public scoping of the plan, so the staffs will have received many comments that will help shape the type and scope of needed updates. The staffs will also review current VSI information, and may be able to plug new information developed for Plan Review into the VSI project.
- Midway through updating the existing information, the Commission will host a public workshop on the updates. The staffs will report on progress and may have questions or request additional direction from the Commission. As the staffs finish this initial data collection, Commission staff will again check in with the Assessment Committee for any final direction before presenting the information to the full Commission. The full Commission and Area Manager will then hold workshops and a public review and discussion of the information.

*Approximate completion date will be November 30, 2016*

<p style="text-align: center;"><b>Phase 2</b> <b>Public Input-Scoping-Identify Issues to be</b> <b>Addressed in Plan Revision</b></p>
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Concurrent with collecting data, the Commission and Forest Service will review the Management Plan and decide the topics that it wants to address in revising the plan.

- This step begins with the staff doing an internal review of the Management Plan concurrent with the Commission holding a workshop to discuss issues that the Commission is already aware of and has already expressed interest in addressing.
- Sources of the staff's internal review include notes about the Plan that past planning staff have made; specific issues that the Commission did not address in the last Plan Review; standards that the staffs and counties have needed to interpret in the past; and broad issues identified in the Future Forum, 25th Anniversary, Collaborative Engagement and Administrative Assessment projects, as well as issues/themes identified at the June 2014 Commission retreat. See **Attachment 2** for a list of these topics previously identified. Commission staff will report to the Assessment Committee after the internal review and the Assessment Committee may provide additional input to the staff.
- Public scoping to gather a complete list of issues and concerns about the current Management Plan and the National Scenic Area will occur through a series of meetings and open invitations to submit comment at any time. The Forest Service and Commission staff will meet with county and city staff. The Executive Director, Commission Chair and NSA Manager will formally consult with the four treaty tribes. The Executive Director, the county appointee and NSA Manager will meet with County Commissioners (at a County Commission meeting or other county preferred format). The two staffs will also host three public scoping



workshops—one in the east end of the Gorge; one in the middle Gorge, and one in the west end—these are likely going to be late afternoon and evening workshops. The staffs will check in with the Assessment Committee to report on progress, and the Commission will host a workshop at one of its Commission meetings.

- The two staffs will continually collect, summarize, and present the issues as these meetings and workshops and are occurring. The staffs will produce a final summary of the issues and a recommendation of issues for revision. The Commission and NSA Manager will hold workshops on the summary of issues and recommendations for revisions and decide on a final set of issues to consider for revision.

***Approximate completion date will be June 30, 2017***

<p><b>Phase 3</b> <b>Revise Goals and Objectives</b></p>
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The goals and objectives in the Management Plan are high-level statements of the future condition for the National Scenic Area and broad means of achieving that future condition. The Commission did not revise any goals and objectives in the last Plan Review. In the 2016 Plan Review, the staffs anticipate the Commission will need to revise goals and objectives if it chooses to address broad topics that it has already expressed some interest in considering, such as effects of climate change, transportation challenges, and new recreation use.

- This phase begins with a Commission retreat in which it will plan for addressing the topics that it decides to revise with the primary purpose of keeping the Commission focused and on schedule.
- The Assessment Committee will give the Commission staff high level direction at the beginning of this phase, and the staff will do most of the drafting. The Commission does not have the resources for commissioners to be heavily engaged in developing the text.
- Midway through this phase, the two staffs will host a public workshop to present progress and receive input. This will be a staff-led, rather than a Commission-led workshop, with the idea that the workshop will be collaborative in nature. The workshop may take place over a few days as needed to work through the material. The Commission may discuss sending a few representatives to the workshop.
- Following the workshop, Commission staff will check in with the Assessment Committee and may ask for additional direction.
- Throughout this phase, the staff will give progress reports to the Commission at its regular meetings. At the end of this phase, the Commission will hold a workshop and approve the goals and objectives.
- Also at the end of this phase, as resources allow, the staffs may discuss with the Commission a changed format to the Management Plan. Currently, the plan is in book form—essentially text—and has had several amendments and one revision grafted into the original form. The Commission may hold a workshop to discuss converting the plan to a web-based format or making structural changes for readability.

***Approximate completion date will be February 28, 2018***

<p style="text-align: center;"><b>Phase 4</b> <b>Revise Policies and Implementation Measures</b></p>
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The policies and implementation measures in the Management Plan are focused action items that implement the goals and objectives. In the current plan, these include the policies and guidelines for new development in Parts I and II and the provisions, strategies and statements of partner roles in Parts III and IV. The Commission will need to revise existing guidelines and enact new policies and implementation measures for topics that the Management Plan does not address.

- The Assessment Committee will give the Commission staff high level direction at the beginning of this phase, and the staff will do most of the drafting. The Commission does not have the resources for commissioners to be heavily engaged in developing the text.
- Midway through this phase, the two staffs will host one or two public workshops to present progress and receive input. These will be staff-led and collaborative in nature. Right now, the timeline shows two workshops; each workshop may take place over a few days as needed to work through the material, and the need for a second workshop will be evaluated after completing the first. The Commission may discuss sending a few representatives to the workshops.
- After the first workshop, Commission staff will check in with the Assessment Committee and may ask for additional direction.
- Throughout this phase, the staff will give progress reports to the Commission at its regular meetings and may seek direction on specific points. At the end of this phase, the Commission will hold a workshop and approve the policies and implementation measures.

*Approximate completion date will be October 31, 2018*

<p style="text-align: center;"><b>Phase 5</b> <b>Prepare and Adopt Final Plan</b></p>
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In this phase, the staffs will integrate the revised goals, objectives, policies, and implementation measures into the Management Plan. This phase mostly involves staff drafting of the final plan text using the revisions that the Commission already adopted.

- The Assessment Committee will give the Commission staff high level direction at the beginning of this phase, and again, the two staffs will do most of the drafting. The staffs will give careful attention to internal consistency of the revisions with unchanged portions of the plan. The staffs may also change the format of the Management Plan as discussed in the workshops at the end of Phase 3.
- Midway through this phase, the two staffs will host a public workshop to present progress and receive input. This will be a staff-led collaborative workshop.
- Following the workshop, the staff will check in with the Assessment Committee and may ask for additional direction.
- Throughout this phase, the staff will give progress reports to the Commission at its regular meetings. At the end of this phase, the Commission will hold a workshop, likely over two or three months and approve a final revised plan.

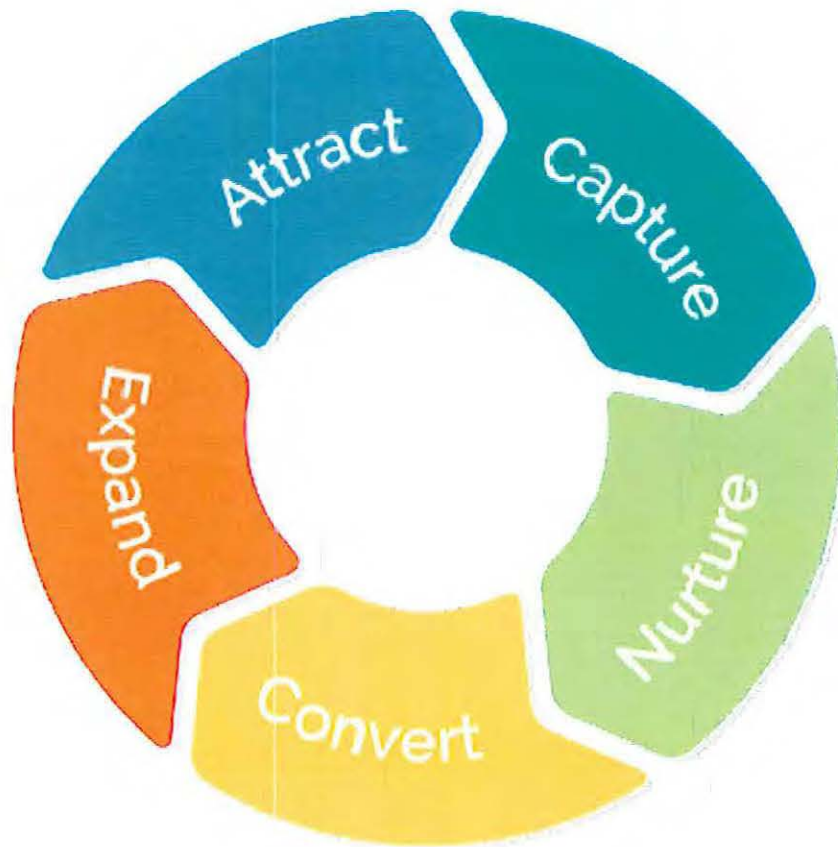


*Approximate completion date will be June 30, 2019*

**Commission Action**

Staff requests that the Commission adopt the roadmap/timeline as presented.

## YouthThink's Marketing Automation Plan with the Help of Act-On



Act-On is the only integrated workspace to address the needs of the customer experience, from brand awareness and demand generation, to customer loyalty. With Act-On, marketers can drive better business outcomes.

## **INTERGOVERNMENTAL AGREEMENT FOR STORAGE**

This Intergovernmental Agreement for Storage (this “Agreement”) is entered into and made effective for all purposes as of December 21, 2016 (the “Effective Date”) between the The Dalles Main Street, a non-profit organization (“Main Street”), and Wasco County, a political subdivision of the State of Oregon (“County”).

### **RECITALS:**

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

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

D. Main Street and County desire to enter into this Agreement in order to provide Main Street the opportunity to use certain portions of the Complex for the purpose of storing downtown decorations, parkletts and parade floats.

### **AGREEMENT:**

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

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

2. Storage. Main Street may utilize the Complex for the storage of downtown street decorations, parkletts, parade floats and related purposes. County grants Main Street such rights of ingress and egress as is necessary or appropriate for Main Street’s storage of downtown street decorations, parkletts and parade floats on or at the Complex. Main Street will store the aforementioned items in that certain Complex area(s) designated and depicted in the attached

Exhibit A (the “Storage Area(s)”). In connection with Main Street’s use of the Storage Area, Main Street will (a) repair, within a reasonable period of time, any improvements, including, without limitation, landscaping, within the Storage Area that are damaged or destroyed due to Main Street’s use of the Storage Area for any reason; and (b) clear and properly dispose of debris, litter, and cinder placed by Main Street in the Storage Area. County will provide Main Street use of the Storage Area free of charge. Under no circumstance shall any hazardous, contaminant or dangerous material be placed at the Complex by Main Street for any reason. The placement by Main Street, or any agents of Main Street, of any hazardous, contaminant, dangerous material or any property not listed in this Agreement will lead to immediate termination of this Agreement.

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

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

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

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

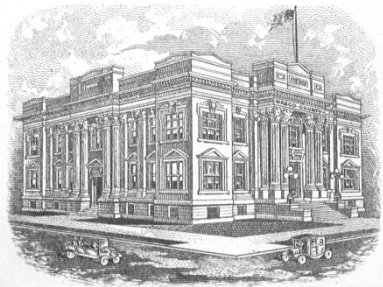
The Dalles Main Street:  
a non-profit organization

By: \_\_\_\_\_  
Rod Runyon, Commission Chair

By: \_\_\_\_\_  
Jeremiah Paulson, Executive Director

APPROVED AS TO FORM

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



## Memorandum of Understanding Between Wasco County/City of The Dalles and The Dalles Main Street SECOND ADDENDUM

December 21, 2016

To: The Dalles Main Street

Re: July, 2016 Memorandum of Understanding Between Wasco County/City of The Dalles and The Dalles Main Street (the "MOU")

Wasco County and the City of The Dalles hereby agree to amend, at the request of The Dalles Main Street, the above referred contract:

The "immediate opportunity project" described in the MOU, as follows:

- A one-time total payment in the amount of \$5,000 to construct a parklett in the downtown area of The Dalles. Any and all on-going costs or maintenance associated with said parklett shall be the responsibility of Main Street.

Shall be removed and replaced by the following "immediate opportunity project":

- A one-time payment in the amount of \$5,000 to improve existing storage bay(s) on Wasco County property located in the area of 10<sup>th</sup> and Walnut Streets in The Dalles, OR (the "Property"). The improved bays will be available for the exclusive use of The Dalles Main Street for purposes of storing downtown decorations, parkletts and parade floats until such time as the Property changes ownership or is used for another public purpose, in Wasco County's sole discretion. Any and all on-going maintenance associated with said storage units shall be the responsibility of Main Street. Any improvements are non-refundable and shall inure to the benefit of Wasco County.

In all other aspects, the MOU shall remain in effect.

**COUNTY** Date: December 21, 2016

**CITY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Rod L. Runyon, Commission Chair

\_\_\_\_\_  
Julie Krueger, City Manager

**THE DALLES MAIN STREET**

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Jeremiah Paulson, Interim Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gene Parker  
City Attorney

# Secure Rural Schools Hood-Willamette Resource Advisory Committee Membership Interest

If you are interested in serving a four-year term as a Resource Advisory Committee member please complete the following information and return this form to Laura Pramuk, Mt. Hood NF (16400 Champion Way Sandy, OR 97055 ).

Name:

Organization:

Address:

Phone:

Fax:

Email:

Please indicate interest group(s) you represent (check all that apply):

## Category A

- ☐ Organized labor or non-timber forest product harvester groups
- ☐ Developed outdoor recreation, off highway vehicle users, or commercial recreation activities;
- ☐ Energy and mineral development interests; or commercial or recreational fishing interests
- ☐ Commercial timber industry
- ☐ Hold Federal grazing or other land use permits, or represent nonindustrial private forest land owners, within the area for which the committee is organized

## Category B

- ☐ Nationally recognized environmental organizations
- ☐ Regionally or locally recognized environmental organizations
- ☐ Dispersed recreational activities
- ☐ Archaeological and historical interests
- ☐ Nationally or regionally recognized wild horse and burro interest groups, wildlife or hunting organizations, or watershed associations

## Category C

- ☐ Hold State elected office or their designee
- ☐ Hold county or local elected office
- ☐ American Indian tribes within or adjacent to committee area
- ☐ School officials or teachers
- ☐ Represent the affected public at large.

Provide a brief statement explaining why you would like to serve, what special qualifications or expertise you may have, or any other information you would like to include.



## **Title II and Resource Advisory Committees: Additional Information**

### **Resource Advisory Committees - Background**

Secure Rural Schools and Community Self-Determination Act Title II funds are appropriated by the U.S. Congress and sent to Counties in lieu of the former 25% of payments from timber harvest to Counties (basically to make up for the loss of property tax in counties that have a lot of federal land). Counties can elect to put some or all of their payments into the Title II fund.

A call is sent out to Federal agencies such as the BLM and USFS as well as individuals and organizations requesting proposals for spending money in the Title II fund. The Act defines a wide variety of activities that can be accomplished with Title II funds, most of which are restoration or maintenance of infrastructure. Most projects are on federal land, but they don't have to be. If they are on private land they need to benefit Federal lands or resources.

**Resource Advisory Committees provide recommendations on how these funds will be spent in each County that elects to fund projects.**

### **Committee Composition**

The Mt. Hood Willamette Resource Advisory Council (RAC) provides advice and recommendations to both the Mt. Hood and Willamette National Forests and the Columbia River Gorge National Scenic Area in Oregon. The jurisdiction of the Hood-Willamette RAC includes USFS managed lands in eight counties: Wasco, Hood River, Clackamas, Multnomah, Marion, Linn, Lane and Douglas. **Committee members must be a resident of one of the abovementioned counties.**

**Members of the RAC must be appointed to represent one of the following three interest groups:**

- **Category One:** Five members who represent energy and mineral development; the commercial timber industry; organized labor or non-timber forest product harvester groups; developed outdoor recreation; off-highway vehicle users, or commercial recreation; or Federal grazing or other land permits or represent nonindustrial private forest land owners.
- **Category Two:** Five members who represent nationally recognized environmental organizations; regionally or locally recognized environmental organizations; dispersed recreational activities; archaeological and historical interests; or nationally or regionally recognized wild horse and burro interest groups, wildlife or hunting organizations, or watershed associations.
- **Category Three:** Five members who hold state elected office; hold county or local elected office; represent Indian tribes within or adjacent to the area for which the Council is organized; are school officials or teachers with knowledge in natural resource management or the natural sciences; or represent the affected public-at-large and/or are employed by a state agency responsible for the management of natural resources,

land or water.

### Commitment

RACs are citizen groups that **meet about twice a year** to consider proposals for Title II spending. Projects generally fall into two categories: roads related projects and restoration projects. RACs may also, if they choose to do so, help Forests set rates and fees for use of selected recreation facilities and sites.

The Secretary of Agriculture appoints a total of 15 citizens to **four-year terms** on the Council.

Membership on a RAC is a **volunteer position but mileage for travel can be reimbursed**. There are currently 7 people on the Mt. Hood- Willamette RAC. Meetings are generally held on a weekday afternoon in Salem, Oregon as it is a central location. There has been discussion about rotating the meeting place and time, but this would need to be decided by the RAC during a meeting.

•

### Mt. Hood – Willamette Resource Advisory Committee Vacancies

- There is a need to fill vacancies with applicants from all SRS participating counties from the Mt. Hood and Willamette National Forests. **We have no members from Wasco, Clackamas, Linn or Marion Counties.**
- The Mt. Hood-Willamette RAC currently has **9 vacancies** and intends to fill each vacancy with qualified applicants in early 2017.
- We are interested in **women nominees and people of color**, especially from the Latino/Hispanic community. (30% HR, 24% Marion, 15% Wasco)
- We are also seeking nominees with a **background or interest in recreation**.
- Five of the 15 positions are at-large (not representing any special group/interest), so they are not required to be in a category. Probability of selection is increased if the **candidate fits multiple categories** so applicants don't need to limit their application one category.

### How to Apply for the Hood-Willamette RAC:

- Fill out an application form (Form # AD-755) by March 31,
- Forms are available to download from our forest websites (<http://www.fs.usda.gov/detail/willamette/workingtogether/advisorycommittees/?cid=STELPRDB5048434>) or you can contact Jennifer Lippert ([jlippert@fs.fed.us](mailto:jlippert@fs.fed.us) or 541 225-6440) with your name and address and she will send you an application packet.

For more information about Secure Rural Schools legislation and payments, visit:

<http://www.fs.usda.gov/main/pts/home>