WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, JUNE 17, 2015
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 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.

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
- Administrative Officer - Tyler Stone: Comments
- Discussion Items (Items of general Commission discussion, not otherwise listed on the Agenda) GIS Contracts, Helion Contract, Child Support Services Agreement, Medical Examiner Agreement, Library Service District Board Appointment, Designating Paper for Foreclosure List, MAP Funding, Burn Ban, Healthy Start IGA, John Day Core Team Representative
- Consent Agenda (Items of a routine nature: minutes, documents, items previously discussed.) Reappointments, Minutes: 6.3.2015 Regular Session, 6.4.2015 Special Session

9:30 a.m. **Creating Sanctuary** – Trudy Townsend

10:00 a.m. **Annual Insurance Report** – Mike Courtney

10:30 a.m. **Wasco County Budget Hearing** - Monica Morris

10:40 a.m. **Freeze Damage Update** – Lynn Long, Kevin MacIntyre

10:55 a.m. **Emergency Operations Plan** – Kristy Beachamp

11:10 a.m. **MCEDD IGA & Appointments** – Carrie Pipinich

11:25 a.m. **North Central Public Health Funding Request** – Teri Thalhofer

11:40 a.m. **Limmeroth Acquisition**

11:50 a.m. **Road Vacation** – Arthur Smith

12:00 p.m. **Transfer of Roads within the City of The Dalles Urban Growth Area** – Tyler Stone/Arthur Smith

12:10 p.m. **Recess to Special District Meetings**

LUNCH

The afternoon portion of the June 17th session will be held in the Deschutes Room (BO8) located in the basement of the Courthouse.

2:00 p.m. **Public Works/Planning Work Session** – Angie Brewer/Arthur Smith

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
JUNE 17, 2015

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

At 9:00 a.m. Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Changes to the Agenda:

- Cancel Afternoon Work Session
- Cancel Executive Session

Discussion Item – GIS Contracts

Interim Information Systems Director Paul Ferguson explained that these are annual contracts with partners. He said that the contracts are standard and there are no changes from last year.

Commissioner Runyon asked who the biggest user is. Mr. Ferguson replied that all four partners use the service but the City of The Dalles is probably the biggest user – they have a GIS staffer who accesses the data. Commissioner Runyon asked if they all pay a flat fee for the service. Mr. Ferguson responded affirmatively adding that the City of The Dalles is looking for some additional system use that is outside the scope of this contract and is being negotiated in a separate fee agreement.

Chair Hege asked about the LIDAR data that the County contracted for; will the partners have access to that information? Mr. Ferguson said that partner access was part of the LIDAR agreement; however, that information has been delayed at the State level due to some system issues in accepting the data. He reported that it is being reconfigured and he expects to have the data in October.

Chair Hege noted that the Sherman County contract fee is different than the rest. Mr. Ferguson stated that it is based on their recording fee schedule. Chair Hege asked about how much that is historically. Mr. Ferguson said he would have to look but thinks it is around $5,000 – they are a very light user.

{{{Commissioner Runyon moved to approve the Intergovernmental Agreement between Wasco-County and Mid-Columbia Fire and Rescue for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco-County and Northern Wasco County Public Utility District for G.I.S. services. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Runyon moved to approve the Intergovernmental Agreement between Wasco-County and Sherman County for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco-County and City of The Dalles for G.I.S. services. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion Item – Helion Contract

County Clerk Linda Brown explained that this is a contract for software that will allow a third party outside of Helion to act as a submitter for recording. As an example, she said that an out-of-state bank that needs to record a deed in Wasco County currently has to overnight the documents to the Clerk's Office for recording. This system will allow them to submit electronically in minutes. She explained that Helion will charge the third party company for use of the system; there will be no cost to the County and recording fees will be deposited electronically no later than 6:00 p.m. the same day. She

said it should reduce the Recording Clerk's time spent for these transactions by 10-15%.

Commissioner Runyon asked if local companies would be able to use the system. Ms. Brown replied that they would have to contract with Simple File to submit through Helion. She said that it is not available for the general public. She stated that this is a win-win for everyone.

Chair Hege observed that this won't make more money for the County but it will be more efficient and the County will not lose any money.

{{{Commissioner Kramer moved to approve the Personal Services Contract between Wasco County and Helion Software, Inc. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion Item – Child Support Services Contract

Ms. White explained that the District Attorney is unable to attend today's session but had explained that this is the same contract the County has seen for 16 years. There is nothing new or unusual in the contract.

Chair Hege noted that the language for payment says "no greater than actual costs," which sounds like a reimbursement agreement. He questioned the general funding, dollar for dollar match. Commissioner Kramer pointed to a section that stated the match comes from the Department of Justice.

{{{Commissioner Kramer moved to approve Department of Justice Cooperative Agreement #15441 for Child Support Services. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion Item – Medical Examiner Agreement

Commissioner Runyon noted that the District Attorney has a line item for this expense. He said that he assumes that if the costs exceed the budgeted amount they will come to the Board to request a Contingency transfer.

North Center Public Health Director Teri Thalhofer said she does not think the County increased the budget for this line item. She reported that they have been

looking for someone else to fill this role but have had no takers. Commissioner Kramer said he thinks the budget for this is $9,000. Chair Hege pointed out that you cannot know what will be needed.

{{{Commissioner Runyon moved to approve the Medical Examiner Services Agreement between Wasco County and North Central Public Health District. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Library Service District Appointment

District Librarian Jeff Wavrunek said he is deferring to Maupin's judgement for this appointment; he will be meeting Ms. Jones later today. He reported that Mary Beechler is retiring from the Board – she, Maupin's Mayor and Maupin's Librarian all feel that Ms. Jones is the best candidate.

{{{Commissioner Kramer moved to approve Order #15-054 appointing Carol Jones to the Wasco County Library Service District Board of Directors. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion Item – Designating a Newspaper for Tax Foreclosures

Ms. White explained that statute requires the Board to annually designate a newspaper for the publication of the annual tax foreclosure list; The Dalles Chronicle is the only daily paper in the County and is therefore the paper designated for the publication.

{{{Commissioner Runyon moved to approve Order #15-053 designating The Dalles Chronicle for the publication of the annual tax foreclosure list. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion Item – MAP Funding

Commissioner Kramer explained that this comes from the Marine Board and is for the 2015-2016 season. He reported that he has a personal guarantee for the matching funds and recommends that the County apply for this grant. He added that it is already in the budget as pass-through funds and the Finance Director is aware of it. He stated that these funds will open the restroom facility on the south side of Pine Hollow Reservoir.

Chair Hege observed that the attachment outlines what needs to be done and asked if the work will cover all that is listed. Commissioner Kramer replied that it will.

{{{Commissioner Kramer moved to approve the Wasco County Allocation Certification Maintenance Assistance Program 2015-2016. Commissioner Runyon seconded the motion which passed unanimously.}}}

Commissioner Runyon asked if it is known who will be implementing the contract. Commissioner Kramer replied that the man who has done it in the past has agreed to take care of it again this year. He said he is searching for a lead agency but does not have anything solid at this time.

Discussion Item – John Day Core Team Representative

Commissioner Runyon reported that Wheeler County Judge Patrick Perry has volunteered to represent our area on the John Day Core Team. Chair Hege said that this is much like the Deschutes Management Group. He said that unless one of the Wasco County Commissioners wants to serve on the team, the Board can designate Judge Perry as their representative.

Commissioner Kramer stated that he thinks Judge Perry will be a good representative. Chair Hege agreed.

{{{Commissioner Kramer moved to designate Judge Patrick Perry to represent Wasco County on the John Day Core Team. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Creating Sanctuary

Trudy Townsend, Assistant to the North Wasco County School District Superintendent and Faculty Member at the Sanctuary Institute, explained that she is here to share what she has been doing for the last several years. She reported that in 2008 the District received the Safe Schools Healthy Student federal grant for $3 million dollars over five years. The grant required participation from a broad group of high level leaders. She reviewed the information in her visual presentation (included in the Board Packet).

Ms. Townsend pointed out that organizations and communities are like people and vulnerable to chronic stress – it impacts the organization in the same ways it impacts individuals. Overwork and turnover of leadership change the way an organization

behaves and those changes can get rooted in the culture – if the staff feels unsafe then the organization becomes unsafe.

Ms. Townsend said that the goal is to establish sanctuary in the Gorge with a training consortium to sustain and grow trauma informed care throughout the communities. They want a shared funding model; some will buy-in believing in the outcomes and others will be looking for training. They want to give the general population resiliency skills which will create community resiliency.

Agenda Item – Annual Insurance Report

The County Insurance Agent, Mike Courtney, reviewed the policy coverages and pricing (included in the Board Packet) for the new fiscal year. He reminded the Board that at the last meeting Commissioner Runyon had asked if the amount of crime insurance coverage was adequate. Mr. Courtney reported that he had done some research and found that CIS purchases group crime coverage; it will be less expensive and offer more coverage. He noted that you cannot know how much is enough – how much do you think someone can steal before getting caught? He said that in the 47 years he has been representing the County, no one has stolen significantly from Wasco County.

Mr. Courtney went on to review the policies noting that there are properties not included in the policy – if there is less than $50,000 in potential loss, it is not insured as it is pointless in an organization of this size. He noted that some claims submitted in this fiscal year have caused some increases – a law suit that he expects to be dismissed, a snow plow incident at the Fair Grounds, and a sewer pipe rupture, vandalism at the Courthouse. He added that there are also some reductions in the premiums as a result of the excellent culture of safety. He added that the County always takes advantage of the prepay discount offered by the insurers. He said that he is asking the Board to approve the policies.

Commissioner Runyon stated that the packet is very thorough and thanked Mr. Courtney for his work.

Chair Hege asked what the grey bar represents in the graph. Mr. Courtney explained that it is open reserves that are being held to address current public litigation. Chair Hege asked about the high risk activity included in the CIS policy. Mr. Courtney

explained that it was included starting last year to cover the demolition derby held during the fair. Chair Hege noted that $1,000 for a 3 hour event seems high. Mr. Courtney said that the Board may have to decide if the event is worth the expense.

{{{Commissioner Kramer moved to approve the CIS and SAIF insurance policies as recommended by County Insurance Agent Mike Courtney. Commissioner Runyon seconded the motion which passed unanimously.}}}

Public Comment

Rodger Nichols, Wasco County representative to the Columbia River Gorge Commission, reported that one item in a law suit involving CRGC had been remanded to consider a change in wording. He said at his suggestion, they have given the Tribes 90 days to comment before they rescind the wording. He added that the CRGC Board is beginning their search for a new Executive Director.

Consent Agenda – Reappointments, Minutes: 6.3.2015 & 6.4.2014

Ms. White explained that all the orders on the consent agenda are for people being reappointed to positions on various boards and committees; all the entities have recommended the reappointments and all the people have agreed to their reappointments. She added that applications were submitted and reviewed by the Board for the original appointments.

{{{Commissioner Runyon moved to approve the consent agenda. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Budget Hearing

At 10:30 a.m. Chair Hege opened a hearing for the adoption of the Wasco County 2015-2016 Fiscal Year Budget.

Finance Director Monica Morris said that she is presenting the resolution for the 2015-2016 Wasco County Budget and asking for the Board's approval. She reported that changes made at the Budget Committee meeting total an increase to the budget of $25,000. She stated that one change was recognition of her oversight of not including intended work at the Public Works building and the other is a 2.5% increase to the elected officials' salary which reduced contingency by $9,000.

She said other changes were minor corrections of discovered errors. She noted that the IT website is budgeted this year but will not start this year. She reported that last year's budget was short due to changes made in the new Planning and Public Works Directors' salaries however there will be new staff added to Planning and it is unknown what part of the year they will be working – that will depend on how long it takes to hire people for the positions. She said that Public Works has asked to include special revenue funds for GPS and Land Corner but expect to have revenue to offset those costs as they are going to be selling some equipment that they have not used for quite some time. She said that the Fair Board has also requested special reserve funds to hire a half-time manager for next year. She said that all of these changes are in the budget.

PUBLIC COMMENT

Ms. Thalhofer read a letter (attached) from Fred Schubert in support of NCPHD's request to release the remaining $32,000 in funding in the current budget for Public Health. She went on to say that the leadership team's proposal to implement the reduction in the current budget would be to lay off two positions and reduce the walk-in services at the clinic. They see no alternative to that.

Maria Elena Castro, State Rural & Migrant Health Coordinator, read a letter (attached) into the record in support of the work done by NCPHD and its critical role within the Hispanic and Latino communities.

Deputy Public Health Officer Dr. Vern Harpole said he has been with NCPHD for six years and outlined his history with Public Health throughout his career saying he is not just a bleeding heart doctor but has run clinics with large budgets and worked with clinics that are not fiscally responsible. He said that the NCPHD staff is underpaid by about half and will have to lay off staff due to the budget reduction. He said that it is disappointing and he would like the Board to reconsider.

Courtney Gallant, Health Development Coordinator at Haven, read a letter into the record.

"Haven and NCPHD have been in partnership with each other since 2009. Our partnership was established in response to nationwide research showing that domestic and sexual violence have adverse effects on survivor health and a health care response

to domestic and sexual violence is necessary in improving the lives of survivors. More specifically, the connection between domestic and sexual violence and poor reproductive health outcomes has been documented for years. Current data reports that 24.8% or ¼ of all women experience domestic or sexual violence at some point in their lives. However, in many family planning and reproductive health clinics the number of survivors is raised to over half of all patients or 53% of patients in public health clinics.

Domestic violence increases the risk for unintended pregnancies by 32% and domestic violence victims are four times more likely to be infected with HIV. More so, the overall cost of domestic and sexual violence exceeds $5.8 billion a year and over 70% of that amount is for direct medical care costs, while health care responses to domestic and sexual violence, like the partnership that Haven and NCPHD currently have, have been shown to reduce these costs by over 20%.

While I can continue listing the adverse health effect of domestic violence on survivors and the cost to our community, I wanted to point out that NCPHD's family planning clinic treats patients, including survivors, for all of the negative health outcomes I listed a moment ago. Local data reports that NCPHD family planning services prevent 174 unintended pregnancies annually. The Public Health District's clinic serves walk-in patients who otherwise face a 4-6 week wait time to be seen by their primary health care provider and for survivors, waiting is not an option. Time is the difference between life and death, between safe and affordable contraception and unwanted pregnancy, between safety from HIV infection and eventual death from AIDS. The partnership Haven and NCPHD have developed over the past six years is because of the work both organizations do at the front lines of improving health outcomes for vulnerable populations. With the proposed cuts to the budget, the District would have to reduce walk-in hours to just one day a week for a population of over 29,000 residents and restrict family planning services to appointment only. This will dramatically reduce access to health services for victims of domestic and sexual violence and keeping in mind the facts I stated before, will likely result in an increased amount of sexually transmitted infection and unintended pregnancies in our small counties in the coming years."

Widge Johnson said she has been following the meetings. She said the County is spending money for COLA and other things and she thinks that Public Health is vital

to the community. She pointed out that they are also working with other counties and we will be leaving them in the lurch. She said that since the County has someone they trust helping to work through a transition, she thinks the County should support NCPHD now while waiting for that process to conclude.

Chair Hege asked if there was any further public comment; there being none, he closed the public comment portion of the hearing and declared the Board to be in deliberations.

Commissioner Runyon said he heard the word "cut." He said that there was the NCPHD budget and the County budget – the County did not cut their budget for NCPHD.

Ms. Thalhofer stated last year the proposed Wasco County budget for Public Health was $314,000; the NCPHD ask was $376,000. She said that $344,000 was approved with an additional $32,000 available if the NCPHD revenue did not come in. She said that at the NCPHD budget hearing which occurred after Wasco County adopted their budget, both Commissioner Kramer and Ms. Morris were asked if $376,000 was the number to be kept in the budget that NCPHD should budget as Wasco County's contribution to Public Health. She stated that both of them assured the Board that that was the contribution NCPHD could count on from Wasco County. She said that what is proposed this year is a current service level budget which represents a 5% increase to each of the three counties because of PERS, insurance and some other administrative costs; expenses that were unexpected. She said those increases have brought the number up to $395,000; she said $318,000 is an $80,000 reduction to their current service level budget.

Chair Hege said to be clear, at the budget meeting held this year, for the 2015-2016 budget year, there was a discussion about Public Health funding. What that Committee decided to do and what is proposed here is essentially adopt and proceed with a $314,000 contribution with the caveat, which is an open caveat, which we specifically discussed. We will see and are open to a change in that, moving money from our contingency, when we get to that point. He went on to say, that from his standpoint, the County is just in the beginning of a process to really going through the issue of public health to determine the best and most effective way to deliver Public Health. He said the hope is that it will be done by the end of the calendar year, at which time we

could evaluate and decide to change the budget for the contribution we make to Public Health. He said that it obviously doesn't help today in terms of budgeting – if you have to budget today it presents a challenging situation – the County understands that. However, that is what the Budget Committee decided to do. We are going through a process – he wants to better understand Public Health and what we are going to do and how we are going to do it going forward. As soon as we get to that point, he thinks we will have a better understanding of what Public Health is going to be, how much it is going to be and how we are going to fund that.

Chair Hege went on to say that he appreciates the comments and knows the concerns but this does not mean that Wasco County is not going to fund Public Health – that decision will be made down the road.

Ms. Thalofer said she wants to be clear, layoffs will happen this afternoon if Wasco County budgets $314,000 for Public Health; that is the direction from the Board of Health.

Chair Hege responded that he is not on the Board of Health and so he does not know that but that is a choice that the Public Health District is making; it is not a choice that Wasco County is making. He reminded her that he has stated this is an open book and the Board will consider this as they move through the process and encourages NCPHD's participation as we go through this process. He said he thinks it will be a good learning experience for everyone. He said that is the direction Wasco County is headed.

{{{Commissioner Kramer moved to approve Resolution #15-006 in the matter of the fiscal year 2015-2016 budget, tax levy and appropriations. Commissioner Runyon seconded the motion which passed unanimously.}}}

Chair Hege closed the hearing at 10:25 a.m.

Agenda Item – Budget Adjustment

Ms. Morris said that she has reviewed the current fiscal year budget and talked with department directors and expects to have more budget adjustments before the end of the fiscal year. She explained that today's adjustment is a transfer from contingency to legal services for costs which have exceeded the current budget.

{{{Commissioner Runyon moved to approve Order #15-059 in the matter of transferring $60,000 from General Fund Contingency to Labor/Legal Counsel. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Freeze Damage Update

Extension Service District Horticulturist Lynn Long and USDA Farm Service Agency Executive Director Kevin MacIntyre appeared before the Board to offer an update on the November freeze damage to the local cherry growers.

Mr. MacIntyre reported that the drought declaration made by Wasco County was followed by both a State and Federal declaration which will make loans available to agricultural producers in the County.

Mr. Long said that he has seen a lot of dead trees resulting from the November, 2014 freeze. He said that those losses seem to be limited to certain areas where the temperatures were lowest; many of the trees are proving to be resilient. He stated that although they are getting a larger crop than they were expecting it is significantly smaller than last year's crop. He reported that the fruit quality of the early developers is very good. He added that the recent 100° temperatures have stressed the Bing cherries which will be smaller as a result. He added that the late developing varieties are okay as long as there is not another heat wave and no rain. He noted that the heat damage is exacerbated by the damage already sustained from the freeze.

Mr. MacIntyre agreed saying that some of the trees that were just hanging on after the freeze were pushed over the edge by the heat. He reported that he has had over 700 applications for tree replacement; in an average year he gets seven or eight.

Agenda Item – Emergency Operations Plan

Emergency Manager Kristy Beachamp stated that the EOP is due for an update; that work has been done. She reported that the updates were minor - to include the emergency alert system and some housekeeping corrections. The updates are outlined in the memo included in the Board Packet.

Chair Hege stated that this is important as without it the County would not be eligible for some grant funding. Ms. Beachamp concurred.
Commissioner Runyon noted that Maupin had had some problems and questions

regarding their own emergency plan but they are going to work from Wasco County's plan. Ms. Beachamp replied that the City of the Dalles maintains its own Emergency Operations Plan but all the other municipalities in the County use the County's plan. Commissioner Runyon asked if the cities communicate to her any special needs they may have. Ms. Beachamp responded affirmatively saying that the cities need to maintain their special plans and training.

{{{Commissioner Runyon moved to adopt the revised Wasco County Emergency Operations Plan. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – MCEDD IGA & Appointment

MCEDD Project Manager Carrie Pipinich said that this is an updated IGA for EDC staffing and is similar to last year with the same level of funding and a similar level of service.

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Pipinich said that MCEDD received a request from the City of The Dalles to replace Dan Durow who is stepping down with Daniel Hunter who will be their Project Developer.

{{{Commissioner Runyon moved to approve Order #15-058 appointing Daniel Hunter to complete the term of Dan Durow, Position #5, on the Wasco County Economic Development District. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – NCPHD Funding Request

Ms. Thalofer noted that there is a lot of information included in the Board Packet in support of their request. She noted that there is over $36,000 in anticipated revenue that did not materialize. She and NCPHD Business Manager Kathi Hall reviewed the documents included in the packet.

Chair Hege asked why WIC under the revenue listing is less. Ms. Hall replied that when she does a quarterly progress report she will demonstrate that a lot of that is

administrative costs. Ms. Thalhofer said that historically they used general funds for administrative costs and program funds for programs; however, when they were no longer a department, they had to cost out each program. Chair Hege asked if there was a change in funding. Ms. Thalofer replied that there was not a change in funding.

Ms. Thalhofer said that there have been changes in the funding stream for family planning as a result of the Affordable Care Act as women became eligible for primary care. She said that those women on OHP can still come to Public Health but OHP pays at a lower rate than C-Care paid. In addition, more women are seeing a primary care physician which reduces revenues to Public Health.

Chair Hege asked if the programs that are in the black are expected to remain so. Ms. Hall replied that not all will remain in the black. Chair Hege asked what the response would be. Ms. Hall said they will use beginning fund balance.

Commissioner Runyon asked if this request is for the current year budget. Ms. Thalhofer replied that it is. Commissioner Runyon asked if they are requesting the entire $36,000-plus shortfall from Wasco County. Ms. Thalofer responded that they are requesting $32,000 from Wasco County.

Chair Hege noted that the federal funding has declined the most. Ms. Hall agreed saying that the federal match funds have changed. Chair Hege asked what programs were supported by that. Ms. Thalhofer replied that it was for family planning. Chair Hege noted that the State funding for that has increased. Ms. Hall stated that that is an anomaly. Ms. Thalhofer noted that Oregon is 47 in the nation in their contribution to Public Health.

Commissioner Runyon asked where the money would come from. Chair Hege replied that it would probably have to come from Contingency. Ms. Morris said that there are two options – it can be taken from Contingency or another line item in Materials and Services.

Chip Wood said that he was on the Budget Committee last year and that Commissioner Kramer made the motion to fund Public Health at $376,000, giving them $344,000 initially; they would have to prove the need for the remaining $32,000. He said that the Committee approved $376,000 as a line item.

Ms. Morris said that she does not agree with that statement. She said that the line item was $344,000 and the agreement that was discussed was that if NCPHD needed more than that they would appeal to the Board of County Commissioners for additional funding. She said that Commissioner Smith felt that $32,000 is what they would need. Chair Hege agreed that the additional $32,000 was discussed but was not in the budget.

Commissioner Kramer said that the funds did not come in and that is the agreement that was made.

Commissioner Kramer moved to approve the North Central Public Health District's request for an additional $32,000 in funding for the 2014-2015 Fiscal Year. Commissioner Runyon seconded the motion which passed unanimously.}}}

Commissioner Kramer referred to the letter submitted on behalf of Fred Schubert earlier in the meeting. He said that he agrees with the last paragraph of that letter in that the governance issues at NCPHD need to be resolved. He noted that at the last meeting he brought forward an issue of which he believed the Board of Health needed to be made aware. He reported that a Sherman County representative on the Board has responded by saying that he did not care about what is going on in Wasco County. Commissioner Kramer observed that if the NCPHD Board cannot agree on how they are going to be partners in the big picture, it will be difficult to move forward; the leadership is where the issues are in trying to bring the three counties together as one. He challenged all the stakeholders to work together to resolve those issues.

Ms. Thalofer replied that she works at the direction of the Board and can add any item to the agenda to bring to the Board.

Chair Hege recessed the session at 11:36 a.m.

The session reconvened at 11:40 a.m.

Agenda Item – Limmeroth Ranch Acquisition

Chair Hege noted that at the last session of the Board they received a lot of information regarding this issue and have taken the last two weeks to review that. He

reminded everyone that this relates to something that began in 2013 with a tour of the site and a request from ODFW for a letter of support which the Board provided. He said that today the Board is here to discuss what they want to do regarding this issue. He asked if anyone had anything substantially new to add.

Jean Underhill said that they have a private easement with the Limmeroths to get to the river; it was intended for their employees and guests. She said that ODFW plans to use that as a public easement and she is concerned about that. She said that if approval is granted by the Board of Commissioners, she would ask that it be conditioned on that remaining a private easement.

Chair Hege said that there seems to be a lot of confusion about what the Board of Commissioners can do; the Board has no jurisdiction. He said that they were asked to provide a letter of support but have no say in the final outcome. He said that his concern was the potential loss of taxes which has been resolved – statute requires ODFW to continue to pay taxes on the property. He said that he wants to make it clear that the Board has no authority to approve or disapprove the acquisition.

Dean McAllister, President of the local Farm Bureau, said that the Board could withdraw their letter of support.

Jeremy Thompson of the Oregon Department of Fish and Wildlife said that ODFW wants to work with the neighbors. He said that ODFW has looked at the easement and acknowledged that it is not a public easement.

Chair Hege asked if increased wildlife on the property will be an issue. Mr. Thompson replied that if there is an increase in the herds, ODFW will address those issues. He said that they are looking to reduce conflicts with agriculture.

Commissioner Runyon noted that Wasco County will continue to receive tax revenues and easements will be respected. He said that he believes ODFW can work with the neighbors to resolve any other issues. He said that he thinks the letter should stand – it was approved at a public meeting to which no one came in opposition; in fact there has been a lot of support. He added that the County has no say in what the landowners and ODFW do and the Board has invested the time to get the answers to the questions that have been raised.

Commissioner Kramer said that he also stands by the letter of support. He said he is not comfortable telling people to whom they can sell their property; the buyer and seller should be allowed to complete their transaction – to not do so borders on discrimination.

Chair Hege stated that he does not disagree that there is significant government ownership of land in Oregon. He said it is an issue in Skamania County where 80% of the land is owned by the government. He said that he appreciates the Farm Bureau acting as a watchdog for that issue. However, he has similar comments as his fellow commissioners; private property owners should be able to sell to whomever they want to sell. At the same time, we have to be careful about the government owning too much property. He said that the tax and grazing issues have been addressed and ODFW has been a good partner and has publicly committed to continue to being so. He said he does not want to change anything at this point noting that had this all come to light in 2013, he might have not taken a position at all. He encouraged the Farm Bureau to continue to keep an eye on the issue.

Mr. McAllister observed that state representatives from this region are on the committee that will decide this and the Board of County Commissioners has influence with them. He said that had he known about the issue in 2013 he would have opposed it then as it is the Farm Bureau's policy to oppose government ownership of land.

Chair Hege said that he can sign up online to receive Board agendas. Ms. White said she would send him information.

Agenda Item – Road Vacation

Public Works Director Arthur Smith reviewed his report included in the Board Packet drawing the Board's attention to the photographs which clearly show this is not what people would really think of as a road – it more like weeds that have been trampled. He said that it is not maintained by the County and a vacation will put it in private hands. He said there are two other roads that will serve for access – there will be no landlocked property; everyone will have access. He said that there is a fire concern and if the public continued to have access it could increase that risk. He noted that the topography is rocky and steep and would require a significant investment of public funds to develop the road. He said that 100% of the landowners have signed on and

there is no public interest in keeping it.

{{{Commissioner Runyon moved to approve Order #15-057 vacating Unnamed Public Road "A" in Section 1 of Township 5 South Range 13 East beginning at southerly right of way State Highway 216 traveling south to the southerly right of way of Unnamed Public Road "B." Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Roads Transfer

Mr. Smith reported that the County has jurisdiction over 16 miles of roads within the city limits. He observed that urban roads require very different care and there have been years of discussion about how to transfer those roads to City of The Dalles ownership. He said the agreement before the Board today is for an organized transfer; there are currently 14.64 miles that the City has deemed acceptable for transfer once pavement conditions have been improved. He said that the City and County will partner to do pavement work on City streets and County roads to bring them up to good or better standards and presumably the City will then accept them. Commissioner Runyon asked if this is for chip sealing. Mr. Smith replied affirmatively.

City Manager Nolan Young said that he would like to thank both Mr. Stone and Mr. Smith for the work they did with him and City Public Works Director Dave Anderson to put together the agreement. He said that it allows both the City and County to work within their budget restraints to allow this transfer to take place. Chair Hege characterized the plans for transfer as epic – he said that it is a good solution and gave kudos to the City as well for their efforts toward this agreement.
Mr. Smith said that he has been working with Dave Anderson and they intend to work together in August for the majority of the roads – some will need a second shot and they will come back in the spring to finish. He said that by June, 2016 they hope to be done.

Mr. Young stated that some of the work has already begun and it is in the City budget for the next fiscal year. He said that the crack work must cure before it is sealed.

Chair Hege said that this is an example of good government.

{{{Commissioner Runyon moved to approve the Agreement between the City of

The Dalles and Wasco County, Oregon for the transfer of roads within the City of the Dalles Urban Growth Boundary. Commissioner Kramer seconded the motion which passed unanimously.}}}

Chair Hege recessed the session at 12:16 p.m. to open Service District meetings.

The session reconvened at 12:19 p.m.

Commission Call

Chair Hege said that he appreciates Commissioner Kramer coming back in from his vacation to attend today's session.

Commissioner Runyon announced that there would be meeting with Senator Merkley in Maupin this afternoon; he invited anyone who wanted to attend to do so.

Chair Hege adjourned the meeting at 12:19 p.m.

Motions Passed

- **To approve the Intergovernmental Agreement between Wasco-County and Northern Wasco PUD for G.I.S. services.**
- **To approve the Intergovernmental Agreement between Wasco-County and Mid-Columbia Fire and Rescue for G.I.S. services.**
- **To approve the Intergovernmental Agreement between Wasco-County and Sherman County for G.I.S. services.**
- **To approve the Intergovernmental Agreement between Wasco-County and the City of The Dalles for G.I.S. services to approve the Shred-it Customer Service Agreement for Regular Service.**
- **To approve the Personal Services Contract between Wasco County and Helion Software, Inc.**
- **To approve Department of Justice Cooperative Agreement #15441 for Child Support Services.**
- **To approve the Medical Examiner Services Agreement between Wasco County and North Central Public Health District.**
- **To approve Order #15-054 appointing Carol Jones to the Wasco County Library Service District Board of Directors.**
- **To approve Order #15-053 designating The Dalles Chronicle for the publication of the annual tax foreclosure list.**

- **To approve the Wasco County Allocation Certification Maintenance Assistance Program 2015-2016.**
- **To designate Judge Patrick Perry to represent Wasco County on the John Day Core Team.**
- **To approve the CIS and SAIF insurance policies as recommended by County Insurance Agent Mike Courtney.**
- **To approve the consent agenda for reappointments and minutes.**
- **To approve Resolution #15-006 in the matter of the fiscal year 2015-2016 budget, tax levy and appropriations.**
- **To approve Order #15-059 in the matter of transferring $60,000 from General Fund Contingency to Labor/Legal Counsel.**
- **To adopt the revised Wasco County Emergency Operations Plan.**
- **To approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District.**
- **To approve Order #15-058 appointing Daniel Hunter to complete the term of Dan Durow, Position #5, on the Wasco County Economic Development District.**
- **To approve the North Central Public Health District's request for an additional $32,000 in funding for the 2014-2015 Fiscal Year.**
- **To approve Order #15-057 vacating Unnamed Public Road "A" in Section 1 of Township 5 South Range 13 East beginning at southerly right of way State Highway 216 traveling south to the southerly right of way of Unnamed Public Road "B."**
- **To approve the Agreement between the City of The Dalles and Wasco County, Oregon for the transfer of roads within the City of the Dalles Urban Growth Boundary.**

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott Hege, Commission Chair

Rod Runyon, County Commissioner

Steve Kramer, County Commissioner

Return to Agenda

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 17, 2015

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. GIS Contracts
2. Helion Contract
3. Child Support Services Agreement
4. Medical Examiner Agreement
5. Library Service District Board Appointment
6. Designating Paper for Foreclosure List
7. MAP Funding
8. Burn Ban
9. Healthy Start IGA
10. John Day Core Team Representative

Return to Agenda

Discussion Item
GIS Contracts

- GIS IGA with Mid-Columbia Fire & Rescue
- GIS IGA with Northern Wasco County PUD
- GIS IGA with Sherman County
- GIS IGA with the City of The Dalles

Return to Agenda

INTERGOVERNMENTAL AGREEMENT BETWEEN

WASCO COUNTY AND MID-COLUMBIA FIRE AND RESCUE

FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and MID-COLUMBIA FIRE AND RESCUE hereinafter called "MCF&R."

WHEREAS, both Wasco and MCF&R find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to MCF&R; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE**

1.1 This Agreement is effective July 1, 2015 and terminates at 11:59 p.m. on June 30, 2016, unless terminated sooner under Section 2 of this Agreement.

2. **TERMINATION**

2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. **PURPOSE**

3.1 The purpose of this Agreement is to:

3.1.1 Provide ongoing GIS data and support to MCF&R.

3.1.2 All digitized line work shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. **GEOGRAPHIC AREA OF AGREEMENT**

4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land:

Those portions of Wasco County within the District Boundary of MCF&R.

5. **STATEMENT OF WORK**

5.1 **Wasco agrees to:**

5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and

5.1.2 Provide associated meta-data for the WCGIS data listed above; and

5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and

5.1.4 Provide GIS support as needed and available.

5.2 **MCF&R agrees to:**

5.2.1 Provide any paper maps that cover the contracted area; and

5.2.2 Contribute $6000.00 in cash toward maintaining WCGIS.

5.3 **Both Wasco and MCF&R agree that:**

5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.

5.3.2 The data provided between Wasco and MCF&R will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

7. **LIABILITY AND INDEMNITY**

7.1 MCF&R shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by MCF&R, or its officers, employees or agents.

7.2 Wasco shall indemnify MCF&R for, and hold MCF&R harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.

7.3 It is specifically understood that all data exchanged between MCF&R and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the

manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.

9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with MCF&R in connection with activities carried out under this Agreement, and shall have no obligation with respect to MCF&R's debts or any other liabilities of each and every nature.

10. **NO WAIVER OF CLAIMS**

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

_____
Rod L. Runyon, County Commissioner

_____
Kristen Campbell
Wasco County Counsel

_____
Steven D. Kramer, County Commissioner

Dated this _____ day of _____, 2015.

MID-COLUMBIA FIRE AND RESCUE

_____
Bob Palmer, Fire Chief

Return to Agenda

INTERGOVERNMENTAL AGREEMENT BETWEEN

WASCO COUNTY AND NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT

FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and the NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT hereinafter called "NWCPUD."

WHEREAS, both Wasco and NWCPUD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to NWCPUD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE**

1.1 This Agreement is effective July 1, 2015 and terminates at 11:59 p.m. on June 30, 2016, unless terminated sooner under Section 2 of this Agreement.

2. **TERMINATION**

2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect any obligations or liabilities accrued prior to such termination.

3. **PURPOSE**

3.1 The purpose of this Agreement is to:

3.1.1 Provide ongoing GIS data and support to NWCPUD.

3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. **GEOGRAPHIC AREA OF AGREEMENT**

4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land described by the United States Public Land Survey System:

Those portions of Wasco County served by NWCPUD and within the service district boundaries.

5. **STATEMENT OF WORK**

5.1 **Wasco agrees to:**

5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and

5.1.2 Provide associated meta-data for the WCGIS data listed above; and

5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and

5.1.4 Provide GIS support as needed and available.

5.2 **NWCPUD agrees to:**

5.2.1 Provide any paper maps that cover the contracted area; and

5.2.2 Contribute $6000.00 in cash toward maintaining WCGIS.

5.3 **Both Wasco and NWCPUD agree that:**

5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.

5.3.2 The data provided between Wasco and NWCPUD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, AutoCAD dxf/dwg format.

7. **LIABILITY AND INDEMNITY**

7.1 NWCPUD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by NWCPUD, or its officers, employees or agents.

7.2 Wasco shall indemnify NWCPUD for, and hold NWCPUD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.

7.3 It is specifically understood that all data exchanged between NWCPUD and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.

9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with NWCPUD in connection with activities carried out under this Agreement, and shall have no obligation with respect to NWCPUD's debts or any other liabilities of each and every nature.

10. **NO WAIVER OF CLAIMS**

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

_____
Rod L. Runyon, County Commissioner

_____
Kristen Campbell
Wasco County Counsel

_____
Steven D. Kramer,County Commissioner

Dated this _____ day of _____, 2015.

Northern Wasco County PUD

_____
Dwight Langer, General Manager

Return to Agenda

INTERGOVERNMENTAL AGREEMENT BETWEEN

WASCO COUNTY AND SHERMAN COUNTY

FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and Sherman County, a political subdivision of the State of Oregon, hereinafter called "Sherman."

WHEREAS, both Wasco and Sherman find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to Sherman; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE**

   1.1 This Agreement is effective July 1, 2015, and terminates at 11:59 p.m. on June 30, 2016, unless terminated sooner under Section 2 of this Agreement.

2. **TERMINATION**

   2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. **PURPOSE**

   3.1 The purpose of this Agreement is to:

      3.1.1 Provide ongoing GIS data and support to Sherman.

      3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. **GEOGRAPHIC AREA OF AGREEMENT**

   4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land:

      Sherman County.

Return to Agenda

5. **STATEMENT OF WORK**

5.1 **Wasco agrees to:**

5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and

5.1.2 Provide associated meta-data for the WCGIS data listed above; and

5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and

5.1.4 Provide GIS support as needed and available.

5.2 **Sherman agrees to:**

5.2.1 Provide any paper maps or digital data that cover the contracted area; and

5.2.2 Contribute that portion of the Sherman County recording fee dedicated to GIS, less the Sherman County Clerk's administrative fee, to maintaining WCGIS.

5.3 **Both Wasco and Sherman agree that:**

5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.

5.3.2 The data provided between Wasco and Sherman will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

7. **LIABILITY AND INDEMNITY**

7.1 Sherman shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Sherman, or its officers, employees or agents.

7.2 Wasco shall indemnify Sherman for, and hold Sherman harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.

7.3 It is specifically understood that all data exchanged between Sherman and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.

Return to Agenda

9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with Sherman in connection with activities carried out under this Agreement, and shall have no obligation with respect to Sherman's debts or any other liabilities of each and every nature.

10. **NO WAIVER OF CLAIMS**

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

_____
Rod L. Runyon, County Commissioner

_____
Kristen Campbell
Wasco County Counsel

_____
Steven D. Kramer, County Commissioner

DATED this _____ day of _____, 2015.

SHERMAN COUNTY COURT

_____
Gary Thompson, Judge

_____
Steve Burnet, Commissioner

_____
Mike Smith, Commissioner

Return to Agenda

INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND THE CITY OF THE DALLES FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and THE CITY OF THE DALLES hereinafter called "TCOTD."

WHEREAS, both Wasco and TCOTD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to TCOTD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE**

   1.1 This Agreement is effective July 1, 2015 and terminates at 11:59 p.m. on June 30, 2016, unless terminated sooner under Section 2 of this Agreement.

2. **TERMINATION**

   2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. **PURPOSE**

   3.1 The purpose of this Agreement is to:

      3.1.1 Provide ongoing GIS data and support to TCOTD.

      3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. **GEOGRAPHIC AREA OF AGREEMENT**

   4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land described by the United States Public Land Survey System:

Those portions of Wasco County within the Urban Growth Boundary of TCOTD.

5. **STATEMENT OF WORK**

5.1 **Wasco agrees to:**

5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and

5.1.2 Provide associated meta-data for the WCGIS data listed above; and

5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and

5.1.4 Provide GIS support as needed and available.

5.2 **TCOTD agrees to:**

5.2.1 Provide any paper maps that cover the contracted area; and

5.2.2 Contribute $12,000.00 in cash toward maintaining WCGIS.

5.3 **Both Wasco and TCOTD agree that:**

5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.

5.3.2 The data provided between Wasco and TCOTD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

7. **LIABILITY AND INDEMNITY**

7.1 TCOTD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by TCOTD, or its officers, employees or agents.

7.2 Wasco shall indemnify TCOTD for, and hold TCOTD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.

7.3 It is specifically understood that all data exchanged between TCOTD and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.

Return to Agenda

9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with TCOTD in connection with activities carried out under this Agreement, and shall have no obligation with respect to TCOTD's debts or any other liabilities of each and every nature.

10. **NO WAIVER OF CLAIMS**

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

_____
Rod L. Runyon, County Commissioner

_____
Kristen Campbell
Wasco County Counsel

_____
Steven D. Kramer, County Commissioner

DATED this _____ day of _____, 2015.

THE CITY OF THE DALLES

_____
Nolan Young, City Manager

Return to Agenda

Discussion Item
Helion Contract

- Personal Services Contract for eRecording

Return to Agenda

PERSONAL SERVICES CONTRACT

This contract is between WASCO COUNTY, a political subdivision of the State of Oregon, hereinafter called "County", and Helion Software, Inc., hereinafter called "Contractor". The parties agree as follows:

1. Contractor's information:

NAME (tax filing): **Helion Software, Inc.**

ADDRESS: **4263 Commercial St. SE**
Suite 300
Salem, OR 97302

CITIZENSHIP, if applicable: **Oregon Corporation**

Non-resident alien ☐ Yes ☐ No

BUSINESS DESIGNATION (check one):

☒ Corporation
☐ Limited Partnership
☐ Limited Liability Company
☐ Sole Proprietorship
☐ General Partnership
☐ Governmental/Non-Profit
☐ Limited Liability Partnership

Federal Tax ID#: **93-1298376**

Oregon Business License#: **1097947-1**

This information herein will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted, (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

2. Description of Contractor's Services and Delivery Schedule:
☒ **Exhibit A** Scope of Work

3. Compensation by County: Payment for all work performed under this contract shall be made as set forth below from available and authorized County funds, and shall not exceed the maximum sum of $0.00. Travel and other expenses of the Contractor shall not be reimbursed by County unless specifically provided herein as a supplementary condition.

a. Interim payments shall be made to Contractor following County's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.

b. Contractor shall not submit billings for, and County will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify County's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

4. Effective Date and Duration: This Contract shall become effective on _____, or the date this Contract is fully executed and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on _____ or when Contractor's completed performance has been accepted by County, **whichever event occurs first**. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

5. Contract Documents: This contract between the parties consists of this Personal Services Contract, Scope of Work (**Exhibit A)**, General Conditions (**Exhibit B**) Compliance with Applicable Laws (**Exhibit C)** and the following attached documents, if checked, which contain all the terms and conditions of the contract and are incorporated by this reference:

☒ **Exhibit D** Supplementary Terms and Conditions
☒ **Exhibit E** Acceptable Document Types

6. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:

_____
Murray Giesbrecht, President (Date)
4263 Commercial St. SE, Suite 300, Salem OR 97302

_____
County Representative (Date)

CERTIFICATIONS/REPRESENTATIONS:
Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it) and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to County that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

☐(1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

☐(2) Commercial advertising or business cards or a trade association membership are purchased for the business.

☐(3) Telephone listing is used for the business separate from the personal residence listing.

☐(4) Labor or services are performed only pursuant to written contracts.

☐(5) Labor or services are performed for two or more different persons within a period of one year.

☐(6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

_____
Contractor (Date)

APPROVED AS TO FORM

_____
Brad Timmons
Wasco County Counsel

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Exhibit A **SCOPE OF WORK**
Description of Contractor's Services and Delivery Schedule:

1. Contractor shall perform the following work:
See attached Exhibits D and E.

2. County Services. County shall provide Contractor, at county's expense, with material and services described as follows:
See attached Exhibits D and E.

3. Consideration. County shall pay Contractor on a fee-for-service basis at the rate of $0.

4. The maximum compensation.

   a. The maximum compensation under this contract, including allowable expenses, is $0.

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

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

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

5. County will only pay for completed work that conforms to the terms of the Contract.

Exhibit B **GENERAL CONDITIONS**

1. Independent Contractor; Responsibility for Taxes and Withholding; Retirement System Status:

a. Contractor shall perform the work required by this contract as an independent contractor. Although the County reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not an employee of the County, (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified on the foregoing **Certification Statement for Corporation or Independent Contractor**. Contractor is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.265.

c. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, County *will not* withhold from such compensation or payments any amounts(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

2. Subcontracts and Assignment: Contractor shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without County's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of County. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

3. Successors and Assigns: Neither party shall subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent shall not be unreasonably withheld. In addition to any other provisions, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of County given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor's responsibility for any goods and services to be provided by any subcontractor.

4. No Third Party Beneficiaries: County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract 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 contract.

5. Funds Available and Authorized: County has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the County's fiscal year budget. Contractor understands and agrees that County's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on County appropriations, or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the County has insufficient appropriations, limitations or other expenditure authority, County may terminate this contract without penalty or liability to the County, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

6. Termination:

a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.

b. County's Convenience. This contract may be terminated at any time by County upon 30 days' notice in writing and delivered by certified mail or in person.

c. For Cause. County may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

i. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or

iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

i. Either County or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.

ii. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. County, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.

iii. The rights and remedies of County provided in this subsection d are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section 6 Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination. Further, upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

7. Records Maintenance; Access; Ownership of Work Product; License:

a. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.

b. Ownership of Work Product; License. All software created by Contractor will remain the exclusive property of the Contractor. Contractor hereby grants to County a non-exclusive, royalty free license to use the software provided by the Contractor as part of this agreement, for as long as this agreement is in effect. All data and images which are part of the electronic documents will remain the exclusive property of the County.

8. Compliance with Applicable Law: Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under

this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, and as well as other statutes as set forth in the attached **Compliance With Applicable Law**, which is by this reference made a part hereof. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal, state and local civil rights and rehabilitation statues, rules and regulations.

9. Foreign Contractor: If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

10. Governing Law; Jurisdiction; Venue: This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the County (and/or any other County or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by County of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

11. Indemnity; Insurance:

a. Indemnity. Insurance provided by contractor will be primary and non-contributory over any other insurance provided to the Additional Insured. Contractor shall defend, save, hold harmless, and indemnify Wasco County, Oregon, and its officers, employees, agents, and members, from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract and any claims that the work, the work product or any other tangible or intangible items delivered to the County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party. County shall hold Contractor harmless for any claims against the County for receiving and/or accepting for filing and recordation the information electronically transmitted to County by or through Contractor.

b. Insurance. Contractor shall at its own expense provide the following insurance:

i **Worker's Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

ii **Professional Liability** insurance with a combined single limit, or the equivalent, of not less than (Not Applicable) for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

iii **General Liability** insurance with a combined single limit, or the equivalent, of not less than (Not Applicable) for each claim, incident or occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.

iv **Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than (Not Applicable) for each accident for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.

v. **Umbrella/Excess Liability** insurance with combined single limits/ annual aggregate of not less than (Not Applicable) for Bodily Injury and Property Damage.

c. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the County.

d. Certificates of Insurance. In respect to general and Automobile Liability, and Professional Liability, and as evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. Contractor shall name the County, and its elected officials, officers, volunteers, agents and employees as Additional Insureds on any insurance policies required herein but only with respect to Contractor's services to be provided under this Contract. A copy of the Additional Insured Endorsement must be provided to the County with the Certificate of Insurance. The certificate will specify all of the parties who are Additionally Insured. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

12. Time is of the Essence. Contractor agrees that time is of the essence in completing the work.

13. Force Majeure: Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

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

15. Survival: The terms, conditions, representations and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

16. Waiver: The failure of County to enforce any provision of this contract shall not constitute a waiver by County of that or any other provision.

17. Execution and Counterparts: This contract may be exercised in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

18. Prior Approval Required: Approval by the Wasco County Board of Commissioners or the County Administrator is required before any work may begin under this contract.

19. Notice: Notices required by this contract must be given in writing by personal delivery or mail, at the addresses given by the parties on the first page of this contract, unless some other means or method of notice is required by law. Each party will notify the other of any change of address.

20. Confidentiality: Contractor acknowledges and agrees it is responsible for ensuring compliance with all applicable confidentiality laws, including but not limited to the Health Insurance Portability Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).

21. Merger Clause: THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. 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 THE SPECIIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES

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THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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Exhibit C **COMPLIANCE WITH APPLICABLE LAW**

ORS 279B.220 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the Contractor shall:

1. 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.
2 Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
3. 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 labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that 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 moneys 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.
(2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017 or are exempt under ORS

ORS 279B.235 Condition concerning hours of labor. Every public contract, other than a contract for services at a county fair or for other events authorized by a county fair board, must contain a condition that the contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
(2) In the case of a contract for services at a county fair or for other events authorized by a county fair board, the contract must contain a provision that employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, 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 employees may be required to work.

ORS 279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing. (1) Every public contract shall contain a condition that the contractor shall:
(a) 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.
(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
(c) 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.
(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
(2) In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place.

ORS 279C.515(1) Condition concerning payment of claims by public officers. Every public contract shall also contain a clause or condition that, 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 The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

ORS 279C.520 Condition concerning hours of labor. (1) Every public contract subject to this chapter must contain a condition that a person 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, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
(a)(A) For all overtime in excess of eight 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
(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
(2) An employer must give notice in writing to employees who work on a public contract, 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.
(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the 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 personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
(4) In the case of a contract for services at a county fair or for other events authorized by a county fair board, the contract must contain a provision that employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, 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 employees may be required to work.
(5)(a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts 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 in any one day or in excess of 40 hours in any one week, whichever is greater.
(b) An employer shall give notice in writing to employees who work on a contract for services, 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.

ORS 279C.530 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, 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.
(2) Every public contract shall contain a clause or condition that 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.

ORS 279C.540 Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules. (1) When labor is employed by the state or a county, school district, municipality, municipal corporation or subdivision thereof through a contractor, a person may not be required or permitted to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay:
(a)(A) For all overtime in excess of eight 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(b) For all work performed on Saturday and on the following legal holidays:
(A) Each Sunday.
(B) New Year's Day on January 1.
(C) Memorial Day on the last Monday in May.
(D) Independence Day on July 4.
(E) Labor Day on the first Monday in September.
(F) Thanksgiving Day on the fourth Thursday in November.
(G) Christmas Day on December 25.
(2) An employer shall give notice in writing to employees who perform work under subsection (1) of this section, 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 employees may be required to work.
(3) For the purpose of this section, each time a legal holiday, other than Sunday, listed in subsection (1) of this section falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in subsection (1) of this section falls on Saturday, the preceding Friday shall be recognized as a legal holiday.
(4) Subsections (1) and (2) of this section do not apply to a public improvement contract or a contract for services if the contractor is a party to a collective bargaining agreement in effect with any labor organization.
(5) When specifically agreed to under a written labor-management negotiated labor agreement, an employee may be paid at least time and a half pay for work performed on any legal holiday specified in ORS 187.010 and 187.020 that is not listed in subsection (1) of this section.
(6) This section does not apply to labor performed in the prevention or suppression of fire under contracts and agreements made under the authority of the State Forester or the State Board of Forestry, under ORS 477.406.
(7) This section does not apply to contracts for personal services designated under ORS 279A.055, provided that persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection (1)(b)(B) to (G) of this section and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
(8) Subsections (1) and (2) of this section do not apply to contracts for services at a county fair or for other events authorized by a county fair board if persons employed under the contract receive at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week.
(9)(a) Subsections (1) and (2) of this section do not apply to contracts for services. However, persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in subsection (1)(b)(B) to (G) of this section and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
(b) An employer shall give notice in writing to employees who work on a contract for services, 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.
(10) Any contractor or subcontractor or contractor's or subcontractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, the contractor or subcontractor or contractor's or subcontractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.
(11) An action to enforce liability to employees under subsection (10) of this section may be brought as an action on the contractor's payment bond as provided for in ORS 279C.610.
(12) This section does not apply to financial institutions as defined in ORS 706.008.
(13) In accordance with ORS chapter 183, the Commissioner of the Bureau of Labor and Industries may adopt rules to carry out the provisions of this section.

ORS Chapter 244. Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer, employee or agent of the County in connection with this contract in violation of ORS Chapter 244 or County's personnel rules.

ORS 670.600 provides in part: "As used in various provisions of ORS Chapters 316, 448, 656, 657, 671 and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an 'independent contractor' if the standards of this section are met." ORS 670.600 also provides standards for satisfying the designation of an independent contractor:
1. Free from direction and control over means and manner of providing labor or service.
2. Responsible for obtaining all necessary business registrations and professional occupation licenses.
3. Furnishes its own tools and equipment for the work.
4. Has the authority to hire and fire employees to perform the work.
5. Registered under ORS Chapter 701.
6. Filed federal and state income tax returns in the name of its business or a business Schedule "C" as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
7. Represents to the public that the labor or services are to be provided by an independently established business.
8. The labor or services are primarily carried out at a location that is separate from my residence, or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
9. The business has purchased business cards or commercial advertising.
10. A telephone listing and service is used for the business that is separate from the personal residence listing and service.
11. Labor or services are performed only pursuant to written contracts. Labor or services are performed for two or more different persons within a period of one year.
12. Assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability relating to the labor or services to be provided.

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Exhibit D SUPPLEMENTARY TERMS AND CONDITIONS

1 Definitions.

1.1 ACH means Automatic Clearing House.

1.2 Disruption means any event, including equipment or computer software malfunction, resulting in County's inability to record a document submitted for recording that same day before the County's close of business.

1.3 Electronic Recording means the electronically-based submittal of documents by or through Contractor to County and electronically-based receipt of confirmation of recording from County to Contractor or its Submitter.

1.3.1 Such transactions are categorized by four different levels of automation, described as follows:

1.3.1.1 Level 1. The Submitter transmits scanned images of ink-signed documents to Contractor.

1.3.1.1.1 Contractor then transmits the scanned image to County along with an electronic transfer of funds to cover the recording fees.

1.3.1.1.2 Upon receipt of the scanned image from Contractor, County performs an electronic examination of the imaged documents then completes the recording process in the same manner as paper submittals, using the imaged copy as the source document.

1.3.1.1.3 After completing the recording process, County electronically sends Contractor the electronic endorsement in the form of a label or printing process in order for Submitter to append that information to the original paper document.

1.3.1.2 Level 2. Submitter completes all steps listed for Level 1 but also transmits the electronic indexing information to Contractor.

1.3.1.2.1 Contractor transmits the scanned image and index data to County along with an electronic transfer of funds to cover the recording fees.

1.3.1.2.2 Upon receipt of the scanned image from Contractor, County performs an electronic examination of the imaged documents and indexing data, and then completes the recording process in the same manner as paper submittals, using the imaged copy as the source document.

1.3.1.2.3 After completing the recording process, County electronically sends Contractor the electronic version of the recorded document along with the electronic recording data.

1.3.1.2.4 The County may also electronically send the electronic version of the recorded document to the grantor or grantee if requested by Submitter.

1.4 Contractor Intellectual Property means any intellectual property owned by Contractor and developed independently from the services provided by Contractor under this Agreement.

1.5 Electronic Indexing Information means the information in electronic form necessary for the County Clerk to comply with ORS 205.160.

1.6 Legible means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

1.7 Normal business days and hours means days and hours that the County Clerk's office is open for public business and shall not include weekends, holidays or any other day or time that County is closed for public business.

1.8 PRIA means the Property Records Industry Association.

1.9 Smart document means a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object.

1.10 Submitter means an organization or an individual, such as a title company, or a third party aggregator, such as Simplifile, with which Contractor has contracted to provide electronic documents to County that qualify for filing or recording with the County Clerk.

1.11 Third Party Intellectual Property means any intellectual property owned by parties other than County or Contractor.

1.12 Work Product means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to County pursuant to the Work.

2 Program Requirements.

County's electronic recording program (the "*Program*") is defined by the following requirements:

2.1 County will accept Level 1 and 2 documents.

2.2 Contractor shall provide documents to County for electronic recording using the file format standard in the PRIA "eRecording XML iGuide" dated May 2007, and any revisions adopted by PRIA thereafter.

2.3 Images shall be in single-page Group IV TIFF format.

2.4 Communications protocol shall be TCP/IP, HTTP and HTTPS.

2.5 Encryption shall be 128-bit file and image encryption. All file transmissions will be encrypted using digital certificates via SSL through password protected web services.

2.6 Contractor shall require Submitter to confirm that original dated notary signatures and seals are present on the original documents.

2.7 County may reject any document lacking a dated notary signature or seal, where notarization is required.

2.8 Contractor shall assure that all documents have been scanned to conform to Oregon law and County's requirements.

2.9 Contractor shall assure that all document images will be captured as single-page, Group IV TIFF images.

2.10 Contractor shall require Submitter to confirm that all scanned documents are legible as required by ORS 205.135.

2.11 Contractor shall require Submitter to confirm that printed text in all documents contains the font size required by Oregon law.

2.12 Contractor shall require Submitter to confirm that all documents include margins conforming to Oregon law and County's requirements for top, side and bottom margins.

2.13 Contractor shall require Submitter to assure that all deeds include grantee's mailing address.

2.14 Contractor shall require Submitter to assure that all documents are in English or include the appropriate certification as required by Oregon law.

2.15 Document types that County may accept for electronic recording are listed on Exhibit "E" attached and incorporated by reference herein.

2.16 At any time during the Contract period, County may add documents that County may accept for electronic recording by submitting to Contractor an additional written list of the additional documents.

2.17 All documents submitted by Contractor will conform to Oregon law and County's requirements for indexing data. Such requirements may include without limitation the following index fields:

2.17.1 Document type

2.17.2 Document date

2.17.3 Submitter information – Business name

2.18 After recording electronically submitted documents, County may, at its discretion, return such documents to Contractor, the Submitter, the grantor or the grantee.

2.18.1 County shall provide confirmation of recordation by including the document image.

2.18.2 County reserves the right to make changes to the index at a later date.

2.19 County shall electronically return rejected documents to Contractor together with the reason(s) for rejection in accordance with state law and County policy.

2.20 Contractor shall assure that submitted documents conform to all additional requirements, if any, specified in Exhibit "E".

2.21 Contractor shall assure that its contracts with Submitters relieves County of liability for any malfunction of the County's software and hardware necessary for electronic filing and recording, and for any errors in the submission of documents provided to County for electronic filing.

2.22 Contractor warrants that Contractor's software shall not cause County's software, hardware or electronic records system to malfunction in any way.

2.23 Ownership of Intellectual Property.

2.23.1 All Work Product created by Contractor, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Contractor.

2.23.2 Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property.

2.23.3 In the event that Work Product created by Contractor under this Contract is:

(i) Third Party Intellectual Property,
(ii) A derivative work based on Third Party Intellectual Property, or
(iii) A compilation that includes Third Party Intellectual Property,

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

2.24 Submitters shall have no rights under this contract as third party beneficiaries.

3 County's Duties.

3.1 Availability. County shall process electronically submitted documents during normal business hours on normal business days.

3.2 Recording Priority. Subject to staff availability and resources, County shall process recordable documents in the order they are received, either physically or electronically, in the County Clerk's office.

3.2.1 For purposes of order of recording, County staff shall, periodically throughout the normal business day, access the file County designates for receipt of electronic documents and upon doing so, if an electronic document from Contractor has

been received therein, the moment that staff accesses the repository file shall be deemed the time County receives the electronic document.

3.2.2 Documents received by County on any normal business day after 4:00 p.m. will be processed on the next business day in the order they were received.

3.2.3 Any document transmitted by Contractor and shown in the computer file County designates for receipt of electronic documents as having been received by County prior to 4:00 pm County shall record on that same normal business day if those documents meet all requirements for recording.

3.3 Disruptions. County will attempt to notify Contractor of any disruption in service.

3.4 System Maintenance.

3.4.1 In accordance with County Information Technology Department procedures, County will, subject to available resources, attempt in good faith to maintain its software and hardware required to operate County's electronic recording capability.

3.4.2 The County reserves the right to decline upgrades, modifications or other work on its software or hardware.

3.4.3 County shall not be liable to Contractor for any damages resulting from failure of such software or hardware or any delay in recording a document submitted to the County Clerk by Contractor because of any failure of County software or hardware.

3.5 Priority. County shall record documents submitted electronically in the same order as if those documents were submitted through the manual recording process.

3.6 Fees. County shall not charge the Contractor or add to its fee schedule any fees or costs to Contractor of any kind for electronic recording by or through Contractor that would add to the recording fees if such documents were submitted to the County Clerk manually so long as the County is not charged any fees or costs by the Contractor for the use of Contractor's services for electronic recording by or through Contractor.

3.7 No Infringement. County and its agents shall not attempt to hack, reverse engineer, inspect, copy, or use for any purpose other than the recording of documents, any hardware, software, or digital data belonging to Contractor or used in the electronic recording process.

3.8 Authority for Electronic Recording. The County agrees that ORS Chapter 84, the Uniform Electronic Transaction Act, and ORS 93.804 authorize electronic transactions in the State of Oregon.

3.9 Reliance on Contractor. The County acknowledges its reliance on the Contractor and Submitters for compliance with the applicable laws and regulations regarding recordation and the Program and the parties agree that Contractor will hold County harmless for any damages resulting there from.

4 Contractor's Duties.

4.1 Services Provided.

4.1.1 Contractor shall facilitate, through its proprietary technology or otherwise, the electronic filing/recording with County by Submitters of documents that are legally authorized to be received, filed and recorded in the County's official records.

4.1.2 Contractor agrees to submit for recording, electronic documents together with the applicable recording fees, on behalf of Submitters the records listed in Exhibit E, attached and incorporated by reference herein..

4.2 No Infringement. Contractor shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to County or used in the electronic recording process.

4.3 Original Documents. Contractor acknowledges that (i) electronic recording permits documents and records shall be prepared, signed and transmitted in electronic format; and (ii) **County shall treat** electronically recorded documents and records bearing digital or electronic signatures submitted by Contractor pursuant to this agreement with the same intended legal effect as it does the recording of properly prepared and acknowledged paper documents.

4.4 Responsibility for Conformity. Electronic recordings by or through Contractor shall conform to the requirements of the State of Oregon and County.

4.5 Technical Coordination. Contractor shall be responsible for coordinating all technical problems and issues between County and Contractor and/or Contractor's Submitters.

4.6 Interface. Contractor shall be responsible for designing, implementing, maintaining and upgrading its electronic recording interfaces and for the functionality of that interface with all applicable County recording systems. Alternatively, Contractor shall contract with a County-approved software provider to provide such interface.

4.7 Submitter Compliance. Contractor shall ensure that its Submitters that submit electronic recordings through Contractor fully comply with the terms and provisions of this Contract.

4.8 Recording Fee Payment.

4.8.1 Contractor or designated Submitter shall electronically transfer funds via ACH procedures to the County's designated bank account no later than 6:00 pm on the day Contractor submits to County documents for filing or recording in an amount equivalent to the recording fees for those documents.

4.8.2 Immediately upon receipt by Contractor or designated Submitter of the confirmation from Contractor's or designated Submitter financial institution that the transfer required in Section 4.9.1 has been completed, Contractor or designated Submitter shall provide County with that confirmation information.

4.9 Responsibility for Accuracy. Contractor will accurately transmit the electronic document as received from the submitter to the county.

5 Liability Disclaimers/Waivers.

5.1 By County. County disclaims any liability for (i) receiving and/or accepting or rejecting for filing and recordation the information electronically transmitted to County by or through Contractor; and (ii) any breach of security, fraud or deceit as a result of any electronic recording with County by or through Contractor.

5.2 No Waiver of Governmental Immunity. Nothing contained herein waives or is intended to waive in whole or in part any protections that may be applicable to County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability County or such related parties that are provided by law.

5.3 General indemnity. Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract. Contractor disclaims any liability for (i) the validity of electronic recording or the content of electronic transmission to the County by or through Contractor; and (ii) any breach of security, fraud or deceit as a result of any electronic recording with County by or through Contractor.

5.4 Indemnity for Infringement Claims. Without limiting the generality of Section 5.3, Contractor expressly agrees to defend, indemnify and hold County and its departments, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that the County shall provide Contractor with prompt written notice of any infringement claim.

5.5 Control of Defense and Settlement. Contractor shall have control of the defense and settlement of any claim that is subject to Sections 5.3 and 5.4; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the County or any department thereof, nor purport to act as legal representative of the County or any of its departments, without first receiving from the its Legal Counsel, in a form and manner determined appropriate by the Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County. The County may, at its election and expense, assume its own defense and settlement in the event that the County determines that Contractor is prohibited from defending the County, or is not adequately defending the County's interests, or that an

important governmental principle is at issue and County desires to assume its own defense.

6 Further Actions.

6.1 The parties acknowledge that electronic recording is an emerging technology, and that best practices and governing standards will continue to evolve.

6.2 Consequently, during the term of this Contract, the parties shall confer as needed to discuss changes to electronic recording procedures and standards, and any necessary modifications to this Contract.

6.3 County reserves the unfettered right to amend the provisions of this Contract without prior notice or Contractor's consent if necessary to comply with applicable state or federal laws, rules or regulations; provided, however, that County shall use its good-faith efforts to provide notice of such change, or proposed change, to Contractor at the earliest time reasonably possible under the then circumstances.

7 Termination.

7.1 Either party may terminate this Agreement at any time, with or without cause, by providing 30 days' prior written notice of termination to the other party.

7.2 Upon such termination, the parties shall be responsible for compliance with this Agreement only to the extent of the electronic recording services provided prior to the effective date of termination.

8 No Third Party Beneficiaries.

8.1 The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties of this Agreement.

8.2 There are no third party beneficiaries of this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.

9 Disputes.

9.1 The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to electronic recording with County through negotiation, followed by non-binding mediation, before resorting to litigation.

9.2 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.

9.2.1 Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the

State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

9.2.2 CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9.2.3 The parties agree that the UN Convention on International Sales of Goods shall not apply.

10 General Provisions.

The following provisions also are integral to this Agreement:

10.1 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

10.2 Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

10.3 Counterparts**.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

10.4 Severability**.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

10.5 Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

10.6 Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

10.7 Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

10.8 Notice.

10.8.1 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, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing.

10.8.2 Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

10.8.3 Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

10.8.4 Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission.

10.8.5 To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Clerk.

10.8.6 Any communication or notice mailed shall be deemed delivered five (5) days after mailing.

10.8.7 Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

To Contractor:

Murray Giesbrecht, CEO
Helion Software, Inc.
4263 Commercial St. SE
Suite 300
PO Box 3506
Salem, OR 97302
Fax No. (503) 584-0608

To County:

County Clerk
Wasco County
511 Washington St., Room 201
The Dalles , OR 97058

10.9 Attorney Fees. In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

10.10 Identity Theft Protection. Contractor and its customers Contractor shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

10.11 Time of Essence. Time is the essence of this Agreement.

10.12 Relationship. This Agreement shall not be deemed to create a partnership between Contractor and County in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.

10.13 Force Majeure. Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

10.14 Exhibits. The terms and provisions of this and any other attached exhibits are hereby incorporated in this Agreement by reference.

10.15 Interpretation. This Agreement contains the parties' entire agreement concerning the approved procedures for electronic recording with County by or through Contractor.

10.16 Representations and Warranties.

10.16.1 Contractor's Representations and Warranties. Contractor represents and warrants to County that:

10.16.1.1 Contractor has the power and authority to enter into and perform this Contract,

10.16.1.2 This Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms,

10.16.1.3 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession,

10.16.1.4 Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the work, and

10.16.1.5 Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

10.16.2 Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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Exhibit E SUPPLEMENTARY TERMS AND CONDITIONS

1 Acceptable Document Types:

County may electronically record all documents that comply with Oregon Revised Statutes 205.130 and 205.246 with the exception of plats and partition plats.

2 Additional Filing Requirements:

All instruments must meet first page requirement pursuant to Oregon Revised Statute Chapter 205.234.

3 Additional Provision:

None.

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Discussion Item
Child Support Services Contract

- Agreement #15441 DOJ Cooperative Agreement Child Support Services

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AGREEMENT #15441

DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
CHILD SUPPORT SERVICES

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice ("Department"), Wasco County ("Subrecipient"), and the District Attorney for Wasco County ("DA")**.**

RECITALS

1. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services ("the State Plan") in accordance with Title IV-D of the Social Security Act.

2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan ("Federal Financial Participation").

3. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.

4. ORS 25.080(7) requires Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA's implementation of its child support services in accordance with applicable federal law.

5. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(7) to provide for DA's implementation of its child support services in accordance with applicable federal law and to provide for the Department's subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.

The parties agree as follows:

AGREEMENT

1. Effective Date and Term. This Cooperative Agreement ("Agreement") shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2019 ("Expiration Date").

2. Grant.

a. Base Grant. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act ("Federal Financial Participation") to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act ("State Plan"), an amount (the "Base Grant") no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by "Program".

b. Incentive Funding. In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the "Incentive Funding") equal to Subrecipient's share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient's share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as "Grant."

c. General Fund Appropriation. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount ("General Fund Funding") equal to Subrecipient's share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient's share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

d. Funds Availability. The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2015, and ending on June 30, 2019 (Funds Availability Period).

3. Disbursement and Recovery of Grant Moneys.

a. Disbursement Generally.

i. Base Grant. Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2015 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department's receipt of Subrecipient's invoice for that quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.

ii. Incentive Funding. In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

iii. General Fund. In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

b. Conditions Precedent to Disbursement. Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

c. Recovery of Grant Moneys. In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, or disallowed as part of a federal or state audit or review. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.

4. Use of Grant Moneys.

a. Base Grant. The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from funds other than those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs

are those defined in 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. Personal Services: Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. Materials and Contracted Services: The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. Administrative Costs: Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan, an amount equal to not more than 10 percent of the straight time salary or wages paid by Subrecipient or DA to employees for work directly related to the Program.

iv. Capital Outlay: The cost of equipment or furniture with a unit cost of $5,000 to $25,000, and the cost of equipment or furniture with a unit cost in excess of $25,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than $25,000 that is used exclusively in Program operations is an Allowable Cost during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. Incentive Funding. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87).

5. Records Maintenance, Audit, Access, and Confidentiality.

a. Maintenance of Records. Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the

generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. Audits Generally. The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 2 CFR Part 200, Subpart F. Subrecipient shall comply with 2 CFR Part 200, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 2 CFR Part 200, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. Compliance Audits. Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. Accounting. Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys 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 termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. Access to Records and Facilities. The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 2 CFR Part 200, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities, conducted by Department, the Secretary of State's Office of the State of Oregon, the

United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities.

g. Confidentiality. In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21,ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

6. Coordination of State Plan Implementation and Administration.

a. Federal Coordination. The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the "Oregon Child Support Program"). The parties further agree and acknowledge that the director of the Department's Division of Child Support is the Oregon IV-D Director (the "Oregon Child Support Program Director") and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a is to support the Oregon Child Support Program Director's responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

b. Policy and Procedure Coordination. Department, Subrecipient, and DA shall cooperate in the creation and maintenance of procedures for the purpose of establishing and revising policies, procedures, and proposed legislation relating to the Oregon Child Support Program that affect the parties to this Agreement. Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA, as the case may be, shall file any reports required under the federal "Truth in Lobbying Act" (31 USC 1352) or other applicable federal law.

c. Information Systems Access and Database Coordination.

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department's federally certified Child Support Enforcement Automated System ("CSEAS") or any federally certified successor system, via a mutually agreed connection, for

computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with CSEAS database access, Department shall provide Subrecipient and DA with the Department's policies, procedures, and technical information regarding access to the CSEAS database; related and necessary software' assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access the CSEAS database, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using the CSEAS data system programs and information in the database, including support for generation of automated forms, printer connectivity, RACF administration, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access the CSEAS computerized database and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in the CSEAS database. Department's obligation to provide the DA and Subrecipient with access to CSEAS is subject to satisfaction of each of the following conditions precedent:

(a) The State Data Center, operated by Oregon Enterprise Technology Services and housing the CSEAS database, is operational**.**

(b) Provision of such access will not degrade the service provided to other users of the CSEAS database**.**

(c) Subrecipient assumes the reasonable cost of providing the information systems and database service.

(d) Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), the computer terminals, printers, and other ancillary information technology equipment, necessary to access CSEAS, in a secured location and limits access to that location, to the equipment, and to the records of various State of Oregon agencies available in CSEAS to authorized Subrecipient and DA personnel who have a need to access CSEAS information to operate the Program.

(e) The computer technology and software used by Subrecipient and DA to access information in the CSEAS database is compatible with the CSEAS computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. Safeguards for Protecting Federal Tax Information. In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075.

iii. Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information. In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSE Security Agreement regarding information systems that transmit, store, and process FPLS and child support confidential information. Child support confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

7. Department Obligations. In addition to Department's obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

a. Act as the liaison to federal office of Child Support Enforcement ("OCSE") with respect to the Oregon Child Support Program activities in Oregon.

b. Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.

c. As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.

d. Prepare and submit to OCSE the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon**.**

e. Based on and to the extent of information entered into the CSEAS computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing, distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.

f. Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,

g. Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.

h. Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.

i. Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.

8. Reporting Requirements. In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

a. All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).

b. Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.

c. Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into CSEAS.

9. Subrecipient and DA Default.

a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

i. Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

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

iv. A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

i. DA fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

10. Department Default. Department shall be in default under this Agreement upon the occurrence of any of the following events:

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

11. Termination.

a. Department Termination. Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. DA Termination. After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

c. Subrecipient Termination. After consultation with DA, Subrecipient may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and DA;

ii. Effective upon written notice to Department and DA, if Subrecipient fails to receive sufficient funding from federal, state, or other sources to permit Subrecipient to satisfy its performance obligations under this Agreement, as determined by Subrecipient in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and DA, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and DA, if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Subrecipient no longer has the authority to satisfy its obligations under this Agreement.

12. Effect of Termination.

a. Rights and Obligations. Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b.

b. Survival. Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. General.

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, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient. Any communication or notice delivered by facsimile shall be effective on the day the transmitting

machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:
Kate Cooper Richardson
Oregon Child Support Program Director
Department of Justice
Division of Child Support
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to Subrecipient:
Chair, Wasco County Commission
Scott Hege
511 Washington Street
The Dalles, Oregon 97058

Notices to DA:
Wasco County District Attorney
Eric Nisley
511 Washington Street
The Dalles, Oregon 97058

a. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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 provision held to be invalid.

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

c. 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 Department (or any other agency or department of the State of Oregon) and another party to this Agreement 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.

d. Compliance with Law. Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each

expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, 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.

e. Assignment of Agreement, Successors in Interest.

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

(ii) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

f. No Third Party Beneficiaries. Department, Subrecipient, and DA 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 any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. 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 failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

h. Amendment. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

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

j. Independent Contracting Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

k. Force Majeure. No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

l. Responsibility for Employees, Officers, and Agents. Subrecipient and DA shall be responsible exclusively, with respect to their respective 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 Public Employees Retirement System contributions. Subrecipient, DA, and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

m. Remedies not Exclusive. The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.

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

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF JUSTICE

By:_____
Frederick M. Boss
Deputy Attorney General
Date:_____

WASCO COUNTY

By: WASCO COUNTY GOVERNING BODY

By:_____
Name: Scott Hege
Title: Chair, Wasco County Commission
Date: June 17, 2015

By:_____
Name: ~~Kristen Campbell~~ Bradley Timmons
Title: Wasco County Counsel
Date: June 16, 2015

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DA

By:_____
Name: Eric Nisely
Title: Wasco County District Attorney
Date:_____

Approved for legal sufficiency in accordance with ORS 291.047:

/s/_Keith Kutler, per email dated 6-4-15_____
Assistant Attorney General Date

Return to Agenda

DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT A
PROGRAM DESCRIPTION

The Grant moneys are available to Subrecipient and DA, subject to and in accordance with the terms and conditions of this Agreement, solely to operate a child support program consisting of (a) the support services described in ORS 25.080(4) for any order or judgment that is or could be entered under ORS Chapter 107, 108, 109, 110 or 416 or ORS 419B or 419C; and (b) the limited income withholding services described in ORS 25.381. Subrecipient and DA must operate their child support program in accordance with the following procedural and operational requirements:

1. The program must satisfy the requirements of Title IV-D of the Social Security Act, as set forth in: a) the State Plan; (2) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (3) applicable federal laws and regulations, specifically including Title IV-D of the Social Security Act (42 USC § 651 *et seq*) and Title 45 of the Code of Federal Regulations, Parts 300 to 399.

2. Subrecipient and DA must make the child support services described above available to any person described in ORS 25.080 who requests such services and to whom DA is responsible for providing such services under ORS 25.080. In addition, Subrecipient and DA must make limited income withholding services under the provisions of ORS 25.381 available to an obligor or obligee who requests such services and to whom the DA is responsible for providing child support services under ORS 25.080.

3. Subrecipient and DA shall comply with the following non-discrimination requirements:

a. Neither Subrecipient nor DA shall, on the basis of race, color, religion, sex, national origin, language or dialect, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:

i. Deny an otherwise eligible individual services supported in whole or in part with Grant moneys.

ii. Provide any services or other benefits, supported in whole or in part with Grant moneys, to an individual that are different, or are provided in a different manner, from those provided to other similarly situated individuals, except where necessary to accommodate the unique circumstances of the individual.

b. Subrecipient and DA shall make available reasonable translation services for any individual described in ORS 25.080 who is not fluent in English and who requests translation services and with respect to whom the DA is responsible for providing such services under ORS 25.080. Necessary translation services are an Allowable Cost and therefore a permissible use of Grant moneys.

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DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 13.e, of the Agreement, in operating the Program, Subrecipient and DA shall comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) all regulations and administrative rules established pursuant to the foregoing laws; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than $10,000, then Subrecipient and DA shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds $100,000 then Subrecipient and DA shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR 32.100 to 32.145, which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.

4. Energy Efficiency. Subrecipient and DA shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

5. Truth in Lobbying. Subrecipient and DA each certify, to the best of their knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or DA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Subrecipient and DA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Resource Conservation and Recovery. Subrecipient and DA shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. Audits. Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 2 CFR Part 200, Subpart F.

8. Debarment and Suspension. Subrecipient and DA shall not purchase goods or services in implementation of the Program from any person or entity listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipient and DA shall require all vendors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

9. ADA. Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all activities, services and training associated with the Program.

10. National Voter Registration Act. Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered to applicants for services.

11. Servicemembers Civil Relief Act. Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App. 501 *et. seq.*).

12. Access to Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, "Contractor 45-Day Notification Procedures," Subrecipient or DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a "Contractor 45-Day Notification" letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

13. Access to Locations Containing Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, "Contract Language for General Services" in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075.

14. The Federal Funding Accountability and Transparency Act (FFATA). FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at $25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at http://www.hrsa.gov/grants/ffata.html.

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DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT C
ANNUAL LETTER

April 1, _____

County_____

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 2, Part 200 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

Grant Name: Child Support Enforcement Program Grant
Fiscal Year: July 1, _____ – June 30, _____
Catalog of Federal Domestic Assistance (CFDA): Program No 93.563
Federal Award Identification: __04ORCSES
45 Code of Federal Regulations (CFR): Parts 300 through 308
Grant Agency: United States Department of Health and Human Services
Period of Performance Start and End Date: From October 1, _____to September 30, _____
Award is not Research and Development (R&D)
Indirect Cost Rate: per CFR 200.414 (de minimus rate is 10% of wages- not including overtime, benefits or shift premiums.)
Single Audit Threshold: $750,000

Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.

Indicate your county name in each section of the form as provided.

Return no later than June 30, ____, to the address above or via electronic copy to the email address below.

Section A: If all the statements are true, sign, and date the certification; then skip to Section C.
Section B: Complete this section if there were findings with your single audit or it has not yet been completed; then go to Section C.
Section C: All subrecipients must complete this section. The information is used in connection with Oregon's Child Support Program subrecipient review and monitoring process.
Section D: All subrecipients must complete this section. Fiscal Federal Funding Accountability and Transparency Act.

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SECTION A **County _____**

Subrecipient Audit Certification

I hereby certify that for fiscal year ending June 30, _____ all of the following three statements are true:

☐ Financial statements received an unqualified opinion from our independent certified public accountants; and

☐ The administration of our federal projects has been audited in accordance with CFR Title 2 part 200, and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and

☐ There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

Printed Name	*Signature*
Title	*Date*

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SECTION B **County** _____

Subrecipient Audit Findings or Audit Not Completed

Please check the correct line and attach all appropriate documents, as of June 30_____:

☐ We have completed our CFR Title 2 part 200 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.

☐ There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.

☐ We have not completed our CFR Title 2 part 200 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here): ☐

☐ Our County did not expend $750,000 or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 2 part 200, single audit.

_____ _____

Prepared By Date

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SECTION C **County _____**

Subrecipient Financial Questionnaire

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring subrecipients. On-site visits are typically included with the methods of monitoring activities commonly used. Rather than the Program visiting each site annually, subrecipients are asked to respond to each question and supply explanations as required. In addition, some sites will be visited on an annual basis. If your office is scheduled to receive an on-site visit, you will receive additional information at least 30 days prior to our arrival. Whether or not you are scheduled for an onsite review, the following questionnaire must be completed and returned to the Program by June 30, _____.

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with CFR 2 and CFR 45 (Child Support Code of Regulations).	☐	☐	☐	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	☐	☐	☐	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	☐	☐	☐	
Expenditures over $5,000 for a single item and any major remodel costs or projects have been preapproved by the Program.	☐	☐	☐	
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	☐	☐	☐	
Financial records are retained for a period of 3 years after the close of the grant. The CSP grant is open for 2 years after the closing date. Five years in total.	☐	☐	☐	

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INDIRECT/DIRECT COST ALLOCATION PLAN	YES	NO	N/A	If no, please provide an explanation
A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the Program.	☐	☐	☐	

EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
Controls are in place to protect assets acquired with federal funds (loss, damage, theft).	☐	☐	☐	
Property and equipment inventory records are maintained including description, serial number, acquisition date and cost and disposal date and cost.	☐	☐	☐	
Adequate maintenance procedures keep the property in good condition.	☐	☐	☐	
When electronic equipment is disposed of all information is wiped from any hard drives, or the hard drive is destroyed.	☐	☐	☐	
When assets are disposed of, any income is reported to the Program.	☐	☐	☐	

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
All Program income is declared on the grant expenditure reimbursement request as either a reduction of expense or income.	☐	☐	☐	

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CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the Program contain description of service, estimate of time, rate of compensation, and termination provisions.	☐	☐	☐	
Contracts are monitored to assure that services were rendered.	☐	☐	☐	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	☐	☐	☐	

Prepared By *Date*

Signature of County Child Support Program Representative *Date*

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 1, _____

Section D:

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at $25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Oregon Child Support Program (DCS) are required to report executive compensation data as addressed in this grant award term.

The certifications enumerated below represent material facts upon which DCS relies when reporting information to the federal government required under federal law. If DCS later determines that the subrecipient knowingly rendered an erroneous certification, DCS may pursue all available remedies in accordance with Oregon and U.S. law.

Signor further agrees that it will provide immediate written notice to DCS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.
***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DCS detailing which of the below statements it cannot certify and why*.**

More detailed information regarding FFATA can be located at http://www.hrsa.gov/grants/ffata.html.

Subrecipient Information

Legal Name of Subrecipient			
Street Address	**City**	**State**	**Zip**

FFATA Contact # 1		**FFATA Contact # 2**	
Name		**Name**	
Email		**Email**	
Phone		**Phone**	

ZIP Code: 9-digits Required www.usps.com

DUNS Number: 9-digits Required http://fedgov.dnb.com/webform

State of Oregon Tax Identification Number (TIN) 9 Digits

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 1, _____

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?
☐ Yes (skip questions "A", "B", and "C" and finish the certification)

☐ No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?
☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?
☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.
For example: *John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000*

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	**Date**

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Discussion Item
Medical Examiner Agreement

- Medical Examiner Services Agreement

Return to Agenda

MEDICAL EXAMINER SERVICES AGREEMENT

This Contract is made and entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter "County", and North Central Public Health District, a public entity formed under ORS Chapter 190, hereinafter referred to as "NCPHD".

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. **Effective Date**. This Contract is effective upon execution by all parties and will continue to be in effect until terminated by either party.

2. **Scope of Work.** NCPHD shall perform all services of the Wasco County Medical Examiner pursuant to ORS 146.065 through 146.125.

3. **Consideration.** County shall pay NCPHD for Medical Examiner Services at the rate of $78.00 per hour of Medical Examiner Services, $26.00 per hour for secretary services and an additional five percent of the hourly rates to be applied to NCPHD overhead related to Medical Examiner Services. *County will pay for all services provided by NCPHD since it was appointed on March 10, 2015.* County will also reimburse NCPHD reasonable rates for mandatory training, including registration fees, meals, lodging expenses and mileage at the IRS standard rate. NCPHD shall submit an invoice to County attn: Wasco County Finance Department, 511 Washington Street, Suite 207, The Dalles, OR 97741. County shall pay invoice within 30 days of receipt. Notwithstanding any other provision of this Contract, in the event that NCPHD fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until the NCPHD submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of the NCPHD.

4. **Delegation.** NCPHD may delegate the performance of Services to a licensed and qualified health care professional employed by it. The delegated health care professional will be bound by the terms of this Contract and will serve under the direction and authority of NCPHD.

5. **Liability.** During and within the performance of this Contract, NCPHD shall function as an agent of County solely for the purposes of the Oregon Tort Claims Act, ORS 30.260 to 30.330.

6. **Independent Contractor Status.** NCPHD, including any delegate(s) pursuant to paragraph 4, shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract. Under no circumstances shall NCPHD or its delegate(s) be considered an employee of County. NCPHD will provide all tools or equipment necessary to carry out this Contract, and will exercise complete control in achieving the results specified. NCPHD is solely responsible for its performance under this Contract; for payment of any fees, taxes, royalties or other expenses necessary to

complete the work except as otherwise specified in this Contract; and for meeting all other requirements of law in carrying out this Contract.

7. **Representations and Warranties.** NCPHD represents and warrants to County that (1) NCPHD has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of NCPHD enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) NCPHD and its delegate(s), shall, at all times during the term of this Contract be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

8. **Records Maintenance.** NCPHD shall maintain all of its records relating to the NCPHD's services and allow County the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by NCPHD for six years after County makes final payment and all other pending matters are closed. All material prepared by NCPHD under this Contract may be subject to Oregon's Public Records Law and shall become the property of County.

9. **Confidentiality.** The use or disclosure by NCPHD and its employees and agents of any information concerning a recipient of services provided pursuant to this Contract, for any purpose not directly connected with the administration of NCPHD's responsibilities with respect to such services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. NCPHD shall, and shall cause its subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

10. **Compliance with Laws.** NCPHD shall comply with applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements.

11. **Hold Harmless.** Subject to the Oregon Tort Claims Act, ORS 30.260 to 30.330, NCPHD, its agents and employees, shall indemnify and hold harmless County, its officers, employees, and assigns from any and all claims, loss, damage, cost and other expense, including reasonable attorney fees, which may be incurred or paid by reason of services performed by NCPHD or its employees. Also, subject to the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.330, County agrees to defend, save harmless and indemnify NCPHD against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of services under this Agreement; provided, however, that the County is not required to defend, save harmless or indemnify NCPHD if NCPHD's actions constituted negligence, malfeasance or willful or wanton neglect of duty.

12. **Termination.** This Contract may be terminated by mutual consent of the parties or may be terminated by either party upon thirty days written notice to the other party. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

13. **Limitations of Liability.** Except for liability arising under or related to Section 12, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

14. **Debt Limitation and Non-Appropriation.** This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Section 12 of this Contract.

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

16. **Entire Agreement; Waiver.** This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

17. **Governing Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action, or proceeding (collectively "Claim") between County and NCPHD that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Wasco County Circuit Court of the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. NCPHD, by execution of this Contract, herby consents to the in personam jurisdiction of said courts.

18. **Attorney Fees.** In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.

NORTH CENTRAL
PUBLIC HEATLH DISTRICT:

_____

Date: _____

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

WASCO COUNTY:

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

Date: June 17, 2015

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Discussion Item
Library Service District Board Appointment

- City of Maupin Recommendation
- Order #15-054 Appointing Carol Jones to the Library Service District Board of Directors

CITY OF MAUPIN

Frank Kay
Mayor

P.O. Box 308
408 Deschutes Avenue
Maupin, OR 97037
Tel: 541-395-2698
Fax: 541-395-2499
E-mail: maupincity@centurytel.net

April 23, 2015

Kathy White
Executive Assistant
Wasco County Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

Dear Kathy:

At last night's Maupin City Council Meeting, we made two appointments/nominations:

- Carol Jones to the Library Service District's Board of Directors
  Carol Jones
  53006 Endersby Road
  Maupin, OR 97037
  (541) 328-6282

- Kathie Richey to the Tri-County Hazardous Waste & Recycling Program
  Kathie Richey
  PO Box 195
  Maupin, OR 97037
  (541) 973-7814

Please forward this information to the appropriate people/boards/commissioners for formal action. Thank you.

Cordially,

Frank J Kay, III
Mayor of Maupin

CC: David Skakel 419 E. 7th, The Dalles, OR 97058

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE WASCO COUNTY LIBRARY SERVICE DISTRICT

IN THE MATTER OF THE APPOINTMENT OF CAROL JONES TO THE WASCO COUNTY LIBRARY SERVICE DISTRICT BOARD OF DIRECTORS.	))))	O R D E R #15-054

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 Mary Beechler's second term on the Wasco County Library Service District Board of Directors as the City of Maupin Representative will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That the Wasco County Library Service District By-Laws restrict appointments to two consecutive terms making Mary Beechler ineligible for re-appointment; and

IT FURTHER APPEARING TO THE BOARD: That the City of Maupin has recommended the appointment of Carol Jones to the Wasco County Library

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Service District Board of Directors as the representative from the City of Maupin; and

IT FURTHER APPEARING TO THE BOARD: That Carol Jones is willing and is qualified to be appointed to the Wasco County Library Service District Board of Directors for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Carol Jones be and is hereby reappointed to the Wasco County Library Service District Board of Directors; said term to expire on June 30, 2019.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, Commissioner

_____
Steven D. Kramer, Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Discussion Item
Designating Paper for Foreclosure List

- Order #15-053 Designating a newspaper for the publication of the annual tax foreclosure list

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE DESIGNATION OF A NEWSPAPER FOR THE PUBLICATION OF THE ANNUAL TAX FORECLOSURE LIST.	)))	O R D E R #15-053

NOW ON THIS DAY, there comes on for consideration by the above entitled Board of Commissioners, duly convened for the transaction of County business, the matter of the designation of a newspaper for the publication of the 2015 Foreclosure List, prepared by the County Tax Collector, as notice of the institution of proceedings by Wasco County for the foreclosure of liens of delinquent taxes against the several properties therein described; and

IT APPEARING TO THE BOARD: That The Dalles Chronicle published in The Dalles, Oregon, is a newspaper of general circulation in Wasco County, and in all respects is qualified to publish said Foreclosure List, and that said newspaper will publish said list at the legal rate as provided by law.

Return to Agenda

THEREFORE, IT IS HEREBY ORDERED: That The Dalles Chronicle be, and the same hereby is designated as the newspaper in which said Foreclosure List shall be published; and

IT IS HEREBY FURTHER ORDERED: That all further notices required by law in said foreclosure suit shall be published in said newspaper.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Discussion Item
MAP Funding

- Cover Letter from State Marine Board
- Wasco County Certification Agreement Maintenance Assistance Program 2015-16
- Attachment A
- Expenditure Reporting Form

Return to Agenda

Oregon
Kate Brown, Governor

State Marine Board
435 Commercial St. NE, Suite 400
P.O. Box 14145
Salem, OR 97309-5065
(503) 378-8587
Fax (503) 378-4597

May 29, 2015

Kathy White, Executive Assistant to the Board of Commissioners
Wasco County
511 Washington St. Suite 207
The Dalles, OR 97058

Re: 2015-16 Maintenance Assistance Program

Dear Ms. White;

It is time to begin the Maintenance Assistance Program (MAP) certification process for FY 2015-16. Attached to this email are the MAP Allocation Certification Agreement and a detailed Site Inventory for your review and consideration.

The Site Inventory (Attachment A) is based on information you previously reported to us. This information is used to calculate the amount of grant funding you receive, so it is vital that the details accurately reflect current site conditions. Please contact me immediately with any changes or corrections.

If you are content with the terms of the agreement and there are no changes to the Site Inventory, sign and return the MAP Allocation Certification Agreement before June 30, 2015, by mail, email, or fax.

Following our final review and approval, the agreement will be countersigned by our Director. A copy of the executed agreement will then be returned to you for your records.

Please remember that MAP-eligible sites are meant to be open, available, and operational to the boating public. Advance notice to boaters and OSMB is required for sites that are temporarily closed or out of service. Sites are not meant for commercial activities, which can limit public boating use or access.

As always we appreciate the work you and your staff does to keep boating access opened and maintained for public use. Please contact me at 503-378-2603 or douglas.baer@state.or.us if you have any questions.

Sincerely,

Douglas Baer
Environmental Grant Coordinator

Encl.: MAP Allocation Certification Agreement
Attachment "A" Site Inventory

Return to Agenda

WASCO COUNTY
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM (MAP) 2015-16

This Maintenance Assistance Program (MAP) Allocation Certification Agreement entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called the "Board" and Wasco County, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

I. The Recipient certifies that:

A. A budget has been adopted which includes the MAP allocation amount of **$3,875.00** state funds for the fiscal year period of July 1, 2015 to June 30, 2016; and

B. The attached list of facilities and site elements, "Attachment A," is maintained by the Recipient; and

C. MAP funds will be spent only to maintain improved marine facilities identified on "Attachment A," in accordance with MAP procedures and policies; and

D. During the season of use identified on "Attachment A" the facilities will be open and maintained for public use; and

E. That the amount of any user fee, identified on "Attachment A," that is presently charged or will be charged during the fiscal year, include the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and

F. The Board will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and

G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and

H. A minimum of **$2,583.33** matching resources will be provided. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses.

I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent.

J. MAP funds will not be expended for capital construction projects or used as match to other grants.

Return to Agenda

II. The Recipient agrees that the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on "Attachment A."

III. The Recipient shall immediately notify the Board of any changes in operation or maintenance to include fees, season of use, or public access and the Recipient agrees to reimburse the Board any MAP funds deemed an overpayment as a result of the changes.

IV. The Recipient agrees to reimburse the Board any excess MAP funds not expended within the fiscal year that exceed the ten-percent maximum carry forward amount.

V. The Recipient agrees to provide at the end of each fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials and services for all facilities identified on "Attachment A" and a performance report for any vessel waste collection systems and/or floating restrooms.

The Board certifies that:

A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities and is further authorized under CFR 50 Part 85 to provide federal Clean Vessel Act funds from the U.S. Fish and Wildlife Service for maintenance of vessel waste collection facilities and floating restrooms.

B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on "Attachment A."

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

BOARD: State of Oregon, acting by and through its State Marine Board	RECIPIENT: Wasco County
By: _____ (Signature)	By: _____ (Signature)
By: Scott Brewen (Printed Name)	By: Scott C. Hege (Printed Name)
Title: Director	Title: Chair, Wasco County Board of Commissioners
Date: _____	Date: June 17, 2015
Phone: (503) 378-2619	Phone: 541.506.2520
Fax: (503) 378-4597	Fax: 541.506.2551

APPROVED AS TO FORM

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Attachment A

Maintenance Assistance Program 2015-2016

Sponsor Wasco County

Site Name Pine Hollow Reservoir Use Fee: $0.00 Fee Reduction: 0%

Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted Point Value
Vault Toilet		10	PSO-	9	$875.00	$875.00
Vegetation Maintenance		6	PSO	12	$600.00	$600.00
Garbage Can or Dumpster		6	PSO	12	$600.00	$600.00
Paved Single Car Parking	10	0			$0.00	$0.00
Paved Boat Trailer Stalls	30	12	PSO	12	$1,200.00	$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	$600.00	$600.00

MAP Allocation for 6 site elements at Pine Hollow Reservoir

Allocation Subtotal: $3,875.00

Fee Adjustment: $0.00

MAP Grant: $3,875.00

*Seasons: P=Peak, S=Shoulder, O=Off
Minus (-) denotes partial season

Total Grant for Wasco County (1 site)

Total Allocation: $3,875.00

Return to Agenda

SITE NAME	Program Administration MAP Funds	Program Administration Local Funds	Personnel Labor MAP	Personnel Labor Local Funds	Outside Contracts MAP Funds	Outside Contracts Local Funds	Materials & Supplies MAP Funds	Materials & Supplies Local Funds	Total MAP Funds	Total Local Funds	TOTAL
Pine Hollow Reservoir											
TOTALS											

I certify to the best of my knowledge that the above information is true and correct.

Agency Wasco County

Signature _____

Title _____

Date _____

Return completed form to:

Douglas Baer, Environmental Grants Coordinator
Oregon State Marine Board
PO BOX 14145
Salem, OR 97309-5065

Or scan or fax to 503-378-4597
Send email to Jennifer.peterson@state.or.us

Return to Agenda

Discussion Item
Burn Ban

- Order #15-056 Declaring a ban on residential burning in Wasco County, Oregon

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DECLARING A BAN ON RESIDENTIAL BURNING IN WASCO COUNTY, OREGON	)))	ORDER #15-056

NOW ON THIS DAY, the above-entitled mater 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 local fire officials have identified a need to ban all residential burning in Wasco County, Oregon until the fire danger has been reduced; and

IT FURTHER APPEARING TO THE BOARD: That fire agencies located within Wasco County have designated a complete ban on all residential burning within their jurisdiction; and

IT FURTHER APPEARING TO THE BOARD: That due to the extreme fire conditions in Wasco County, Oregon it is imperative that a ban on all residential burning be declared, which includes piles and burn barrels, for those areas in Wasco

Return to Agenda

County that lie outside the boundary of an officially recognized Fire Protection District.

NOW THEREFORE, IT IS HEREBY ORDERED: That a ban on all burning, which includes piles and burn barrels, for areas outside the boundary of an officially recognized Fire Protection District in Wasco County is hereby ordered to become effective on July 1, 2015, at 12:01 a.m. and will remain in effect until it is determined by local fire officials that said burning ban can be lifted.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISIONERS

_____
Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

_____
Rod L. Runyon, County Commissioner

_____
Kristen Campbell
Wasco County Counsel

_____
Steven D. Kramer, County Commissioner

Return to Agenda

Discussion Item
Healthy Start Agreement

- Memo
- Oregon Department of Education Early Learning Division 2013-2015 County Health Families Oregon Medicaid Administrative Activities Intergovernmental Agreement #9848 Amendment #1

Return to Agenda

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

SUBJECT: HEALTHY START AGREEMENT

DATE: 6/12/2015

BACKGROUND INFORMATION

At the 6.3.2014 Board Session Youth Services Director Molly Rogers presented the Early Learning Division County IGA #9770 amendment #5 explaining that for the last three years she has come to the Board with that agreement and said that it would be the last year the County would have the agreement. She went on to say that the transition at the State level has been slow and so the agreement has continued to come to the County. She stated that this should be the last time and the IGA should conclude in three months. She noted that there will be another similar contract for Medicaid match funds that will come before the Board at the June 17th session; like this one, the intention is for it to be short-term and move away from the County. She said both contracts are for pass-through funds and are in the budget for the next fiscal year.

Ms. Rogers knew she would be unavailable to attend today's session and offered that information in support of this Healthy Start Agreement.

Return to Agenda

OREGON DEPARTMENT OF EDUCATION EARLY LEARNING DIVISION 2013-2015
COUNTY HEALTH FAMILIES OREGON
MEDICAIDE ADMINISTRATIVE ACTIVITIES
INTERGOVERNMENTAL AGREEMENT #9848 or WAS1315 AMENDMENT #1
"HEALTHY START AGREEMENT"

This is Amendment No. 1 to ODE Agreement No. 9848 or WAS1315 (as amended from time to time, the "Agreement") between the State of Oregon, acting by and through its Department of Education on behalf of its Early Learning Division ("Agency) and **Wasco County** ("County") a political subdivision of the State of Oregon. The Agreement is dated August 5, 2013; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.

2. The Agreement is hereby amended as follows with **new language indicated by underlining** and **[deleted language is indicated by brackets]**:

A) Section 1, "AGREEMENT" is revised as follows:
This Agreement is effective on July 1, 2013, or the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on [June 30, 2015] **September 30, 2015.**

Upon execution by each of the parties hereto and approval as required by applicable law, the Agreement shall become effective as of July 1, 2013.

B) Section 3, "CONSIDERATION", subsection B, is revised as follows:
Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount for the total cost of providing Medicaid administrative activities under this Agreement is [$55,000] **$68,875**. County shall reimburse Agency 50% of this amount for the State match portion.

C) Section 3, "CONSIDERATION" subsection G, is revised as follows:
County shall send itemized invoice to the following Agency supervising representative:

Attn: **[Serena Harris] Erin Deahn**
Early Learning Division
[Contracts and Procurement Office] Oregon Department of Education
[775 Court Street NE] 255 Capitol St NE
[Salem, OR 97301] Salem, OR 97310

D) Section 9, "Notice" is revised as follows:
Except as otherwise expressly provided in the Agreement, any communications between the parties hereto or notices to be given hereunder shall be in writing by personal delivery, facsimile, or mailing the same, potage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective on the fifth calendar day after the date of mailing. Any communication or notice delivered by facsimile will be effective on the day on the day

the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's [Office of Contracts and Procurement at (503) 373-1283] Office of Finance and Administration, Procurement Services Unit at (503) 947-5881.

To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Early Learning Division Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: **Early Learning Division**
[Contracts and Procurement Office] Oregon Department of Education
Office of Finance and Administration
Procurement Services Unit
[775 Court Street NE] 255 Capitol St NE
[Salem, OR 97301] Salem, OR 97310

Notices to County: **Wasco County CCFC**
610 Court Street
The Dalles, OR 97058

3 Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. County certifies 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.

COUNTY, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES COUNTY HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

COUNTY

By:	Title:	Date:
Printed Signature	E-Mail Address:	

AGENCY

Authorized Signature:	Title:	Date:

FAXED OR ELECTRONIC SIGNATURES ARE ACEPTABLE

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Return to Agenda

Discussion Item
John Day Core Team Representative

- No documents have been submitted for this item

– RETURN TO AGENDA

Return to Agenda

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 17, 2015

CONSENT AGENDA

1. Re-appointments

2. Minutes:

   a. 6.3.2015 Regular Session Minutes

   b. 6.4.2015 Special Session Minutes

Return to Agenda

Consent Agenda
Reappointments

- Memo
- 15 Mile Watershed Council
- BOPTA
- Columbia River Gorge Commission
- Farm Board of Review
- Library Board of Directors
- Special Transportation Funds Advisory Committee

Return to Agenda

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

SUBJECT: RE-APPOINTMENTS

DATE: 6/12/2015

BACKGROUND INFORMATION

All of the orders on the Consent Agenda are re-appointments. The Board has previously seen and approved all of these volunteers' applications; all have been recommended by the entity to which they are being appointed and have agreed to the re-appointment.

Return to Agenda

Reappointments.
15-Mile Watershed Council

- Order 15-036 Reappointing Gary Van Orman
- Order 15-037 Reappointing Mike Kelly
- Order 15-038 Reappointing Steve Springston
- Order 15-039 Reappointing David Brewer

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF GARY VAN ORMAN TO THE 15-MILE WATERSHED COUNCIL	)))	O R D E R #15-036

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 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Gary Van Orman's appointment to the 15-Mile Watershed Council will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Gary Van Orman is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Gary Van Orman be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2018.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF MIKE KELLY TO THE 15-MILE WATERSHED COUNCIL	)))	O R D E R #15-037

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 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Mike Kelly's appointment to the 15-Mile Watershed Council will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Mike Kelly is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Kelly be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2018.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

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 SPRINGSTON TO THE 15-MILE WATERSHED COUNCIL	)))	O R D E R #15-038

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 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Steve Springston's appointment to the 15-Mile Watershed Council will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Steve Springston is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Springston be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2018.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DAVID BREWER TO THE 15-MILE WATERSHED COUNCIL	)))	O R D E R #15-039

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 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That David Brewer's appointment to the 15-Mile Watershed Council will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That David Brewer is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Brewer be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2018.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Reappointments.
Board of Property Tax Appeals

- Order 15-025 Reappointing Scott Hege
- Order 15-026 Reappointing Delphene Thornton
- Order 15-027 Reappointing Del Cesar
- Order 15-028 Reappointing Ken Polehn
- Order 15-029 Reappointing Dee Ashley
- Order 15-030 Reappointing John Hutchison
- Order 15-031 Reappointing Vickie Ellett

Return to Agenda

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 BOARD OF PROPERTY TAX APPEALS.	)))	O R D E R #15-025

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 309.067(1)(b) the Board of Commissioners shall appoint a Commissioner to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2015, through June 30, 2016.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF)	
DELPHENE THORNTON TO THE WASCO)	O R D E R
COUNTY BOARD OF PROPERTY TAX APPEALS.)	#15-026

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Delphene Thornton's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Delphene Thornton is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Delphene Thornton be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2015, through June 30, 2016.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DEL CESAR TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS.	)))	O R D E R #15-027

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Del Cesar's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Del Cesar is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Del Cesar be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2015, through June 30, 2016.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

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 POLEHN TO THE WASCO COUNTY BOARD) O R D E R
OF PROPERTY TAX APPEALS.) #15-028

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Ken Polehn's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Ken Polehn is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Polehn be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2015, through June 30, 2016.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF)
DEE ASHLEY TO THE WASCO COUNTY BOARD) O R D E R
OF PROPERTY TAX APPEALS.) #15-029

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Dee Ashley's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Dee Ashley is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dee Ashley be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2015, through June 30, 2016.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

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 HUTCHISON TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS.	)))	O R D E R #15-030

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Hutchison be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2015, through June 30, 2016.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF VICKIE ELLETT TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS.	)))	O R D E R #15-031

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 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vickie Ellett be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2015, through June 30, 2016.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Reappointments.
Columbia River Gorge Commission

- Order 15-035 Reappointing Rodger Nichols

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF RODGER NICHOLS TO THE COLUMBIA RIVER GORGE COMMISSION AS WASCO COUNTY'S REPRESENTATIVE.	))))	ORDER #15-035

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 COURT: That Rodger Nichols' term on the Columbia River Gorge Commission will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE COURT: That Rodger Nichols is willing and is qualified to be reappointed to the Columbia River Gorge Commission as Wasco County's Representative.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rodger Nichols be and is hereby reappointed to the Columbia River Gorge Commission as Wasco County's Representative; said term to expire on June 30, 2019.

DATED this 17th day of June, 2015.

WASCO COUNTY
BOARD OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Reappointments.
Farm Board of Review

- Order 15-032 Reappointing Jerry Duling
- Order 15-033 Reappointing David Cooper
- Order 15-034 Reappointing Rich Remington

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JERRY DULING TO THE WASCO COUNTY BOARD OF REVIEW	)))	ORDER #15-032

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

IT APPEARING TO THE BOARD: That ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling's term on the Wasco County Board of Review will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jerry Duling be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2017.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DAVID COOPER TO THE WASCO COUNTY BOARD OF REVIEW	)))	ORDER #15-033

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

IT APPEARING TO THE BOARD: That ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That David Cooper's term on the Wasco County Board of Review will expire on June 30, 2015; and

Return to Agenda

IT FURTHER APPEARING TO THE BOARD: That David Cooper is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Cooper be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2017.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF RICH REMINGTON TO THE WASCO COUNTY BOARD OF REVIEW	)))	ORDER #15-034

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

IT APPEARING TO THE BOARD: That ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Rich Remington's term on the Wasco County Board of Review will expire on June 30, 2015; and

Return to Agenda

IT FURTHER APPEARING TO THE BOARD: That Rich Remington is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rich Remington be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2017.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Reappointments.
Library Service District Board of Directors

- Order 15-043 Reappointing Margaret Brewer

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE

WASCO COUNTY LIBRARY SERVICE DISTRICT

IN THE MATTER OF THE REAPPOINTMENT OF MARGARET BREWER TO THE WASCO COUNTY LIBRARY SERVICE DISTRICT BOARD OF DIRECTORS.	)))))	O R D E R #15-043

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 Margaret Brewer's term on the Wasco County Library Service District Board of Directors will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That the City of Dufur has recommended the reappointment of Margaret Brewer to serve as the representative from the City of Dufur; and

Return to Agenda

IT FURTHER APPEARING TO THE BOARD: That Margaret Brewer is willing and is qualified to be reappointed to the Wasco County Library Service District Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Margaret Brewer be and is hereby reappointed to the Wasco County Library Service District Board of Directors; said term to expire on June 30, 2019.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Reappointments
Special Transportation Funds Advisory Committee

- Order 15-040 Reappointing Lee Bryant
- Order 15-041 Reappointing Dave Mason
- Order 15-042 Reappointing Louise Sargent

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF LEE BRYANT TO THE WASCO SPECIAL TRANSPORTATION FUNDS ADVISORY COMMITTEE.	))))	ORDER #15-040

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 County Commissioners being present; and

IT APPEARING TO THE BOARD: That Lee Bryant's term on the Wasco Special Transportation Funds Advisory Committee will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Lee Bryant is willing and is qualified to be reappointed to the Wasco County Special Transportation Funds Advisory Committee for another term.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lee Bryant be and is hereby reappointed to the Wasco County Special Transportation Funds Advisory Committee; said term to expire on June 30, 2017.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DAVE MASON TO THE WASCO SPECIAL TRANSPORTATION FUNDS ADVISORY COMMITTEE.	))))	ORDER #15-041

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 County Commissioners being present; and

IT APPEARING TO THE BOARD: That Dave Mason's term on the Wasco Special Transportation Funds Advisory Committee will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Dave Mason is willing and is qualified to be reappointed to the Wasco County Special Transportation Funds Advisory Committee for another term.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dave Mason be and is hereby reappointed to the Wasco County Special Transportation Funds Advisory Committee; said term to expire on June 30, 2017.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF LOUISE SARGENT TO THE WASCO SPECIAL TRANSPORTATION FUNDS ADVISORY COMMITTEE.	))))	ORDER #15-042

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 County Commissioners being present; and

IT APPEARING TO THE BOARD: That Louise Sargent's term on the Wasco Special Transportation Funds Advisory Committee will expire on June 30, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Louise Sargent is willing and is qualified to be reappointed to the Wasco County Special Transportation Funds Advisory Committee for another term.

Return to Agenda

NOW, THEREFORE, IT IS HEREBY ORDERED: That Louise Sargent be and is hereby reappointed to the Wasco County Special Transportation Funds Advisory Committee; said term to expire on June 30, 2017.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

Return to Agenda

Consent Agenda
Minutes

- 6.3.2015 Regular Session Minutes
- 6.4.2015 Special Session Minutes

Return to Agenda

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 3, 2015

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

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

At 9:00 a.m. Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Additions to the Discussion List:

- Fort Dalles Museum Commission Appointment
- Clerk's Position Update
- Shredding services contract
- Administrative Services Office Manager Position
- South Wasco Alliance 503C Status

Ms. White explained that the Union Pacific MOU was still being reviewed by counsel and would need to be removed from the agenda.

Agenda Item – Wasco County Policies

County Counsel Kristen Campbell said that the staff and public comment has been incorporated into the revised legal access policy. She stated that it is simple and will be a way for the County and Counsel to move issues through efficiently and economically. The form should help eliminate redundancies and create a fluid path through administration to counsel.

Return to Agenda

Chair Hege said that the policy does not include email delivery and asked why. Mr. Stone responded that that it was for security.

Chair Hege asked if the revisions had been vetted through the Management Team. Ms. Campbell replied that she had presented it to the Team and everyone is aware that the form is a work in progress; we will see how it works and make changes as necessary. Chair Hege said that he was referring to the policy itself – he wants to make sure it is simple. Ms. Campbell responded that what she really needs on the form is a name and a basic topic.

Mr. Stone said that the recent work on the property issue has demonstrated the need for a process. The property issue had begun with former Planning Director John Roberts and had involved current Planning Director Angie Brewer, County Surveyor Dan Boldt, County Assessor Jill Amery, Ms. Campbell and himself. He said that this policy will set the chain Ms. Campbell said that in the property issue she found that she was reviewing documents that had already been reviewed. She said that there will be additional feedback as the policy is put into practice.

Chair Hege said that perhaps there could just be a phone call. Ms. Campbell said that that is where they ran into trouble. She said that the Surveyor had called and she had gotten to work on it. In the meantime it went to Planning and then she found that it had already been before the Board. She said that if the process had been in place, it would have caught that. Chair Hege said he just wants to make sure we are not creating bureaucracy. Mr. Stone replied that this is a layer of bureaucracy but as little as possible.

{{{Commissioner Runyon moved to approve the Wasco County Legal Access Policy as vetted through the Management Team and with the acknowledgement that it is a work-in-progress. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. Campbell stated that the Public Records Request Policy was revised taking in department concerns. She said that it is a similar policy as what has been adopted by other public bodies and encompasses statutory requirements; it is simpler than the original. She said that the forms will help insure compliance with the law. She said that this policy gives discretion to departments to address day to day requests. This policy addresses the out-of-the-ordinary requests.

Ms. Campbell said that to address the letters submitted by the media (attached) – the

Return to Agenda

fee was extracted from the County's fee ordinance; she suggested that a closer look at the bigger issues raised in regard to the media might be warranted. Commissioner Kramer pointed out that #5 in the policy could cover a waiver for the media. Ms. Campbell replied that she would assume that the majority of media requests are in the public interest and covered under #5.

Commissioner Kramer asked if that covers the media's concerns. Rodger Nichols of Haystack Broadcasting replied that it still makes it fully discretionary and he would like to see an exemption for the media. He added that he is also concerned about the fee for electronic copies pointing out that it does not cost the same amount of time or resources to provide an electronic copy that it does a paper copy.

Mr. Stone said that it seems simple on the surface but it becomes complex if you want a history of emails – you get a mass amount of responses to a search and those have to be further filtered and vetted. That is a lot of work that happens before the information can be sent electronically.

Chair Hege stated that those costs could be covered in the per-hour charge. He said that he does not want to be in the position of having to approve a waiver every time there is a request. Ms. Campbell said that she is not comfortable with a blanket exemption.

Chair Hege asked if the Board would be reviewing every request as that would cause a lot of delay. He asked if the authority for the waiver could be designated elsewhere. Mr. Stone replied that the Board could give that authority to the Administrative Officer or County Counsel. Chair Hege pointed out that the Administrative Officer would be the less expensive choice. Mr. Stone said that he can always come to the Board with any requests he is not comfortable with.

Commissioner Runyon asked County Clerk Linda Brown to offer her opinion of the policy. Ms. Brown said that the City of Antelope had a lot of infighting following the 2012 election and they refused to seat the elected candidate. She said that she got a request for any emails pertaining to the election – it took a lot of time. She reported that her office charged $3.75 for the search and 25¢ for each page for any documents requested. She said that under the new policy it would have to be determined if the request was in the public interest for those fees to be waived.

Commissioner Kramer said that there needs to be a definition for "copy." He

Return to Agenda

suggested that electronic and hard copies be segregated. Mr. Stone said he thinks that those issues need to be addressed in the fee schedule ordinance.

Ms. Campbell said that she thinks the waiver addresses the media concern and the revised policy should make the process easier for day to day requests.

Chair Hege stated that he thinks that Exhibit D should be removed; Section E has a link to the fee schedule. He said that he thinks the policy can remain the same and the media can request an exemption. He asked Mr. Nichols if that would work. Mr. Nichols replied that he is still concerned about the electronic fee. Chair Hege replied that the Administrative Officer can waive that fee and the Board will look at the fee schedule later.

{{{Commissioner Kramer moved to approve the Public Records Request Policy with the addition of authority granted to the Administrative Officer and/or the Board of Commissioners for review of requests for fee waivers in Section 5B, and the removal of Exhibit D. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion Item – DHS IGA

DA Office Manager Elizabeth Osborne explained that this is a biennial grant contract that supports the Senior Deputy District Attorney's work on juvenile dependency – when children are placed in foster care or become wards of the court. Senior Deputy District Attorney Leslie Wolf reported that she is in court regularly these types of cases. She stated that her office has 24 hours in which to respond to a DHS notice. She said that funding also provides for expert witnesses and training. Ms. Osborne added that there is also a lot of work outside of the courtroom for these cases.

Chair Hege asked how many of these types of cases they see each year. Ms. Wolf last year there were close to 50 children removed; even if there are three or four children in a family, each is seen as a separate case.

Commissioner Kramer asked about the claim form for the quarterly reimbursement noting that it exceeded the maximum payment. Ms. Osborne replied that the claim form is an example for her office to use when filing out the form – the numbers are just used to illustrate how to complete the form and are not the numbers they will use when submitting for the funds.

Return to Agenda

{{{Commissioner Runyon moved to approve Oregon Department of Human Services Agreement #148554. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion Item – South Wasco Alliance 503C Status

Commissioner Kramer announced that the South Wasco Alliance has been approved for the 503C tax exemption and he received a letter (attached) of announcement and thanks for the County's support. He said that it is remarkable that they were able to get that done in less than a year.

Commission Call

Commissioner Kramer said that the Forest Collaborative will meet on June 10th to work on their charter and a steering committee. They hope to have that in place for July when funding will become available – it is a first-come-first served process and they want to be ready.

Chair Hege asked how much money will be available. Commissioner Kramer replied that the hope is for ODF to receive approximately $6 million statewide which is up from $2.8 million. Chair Hege asked how much the local collaborative wants. Commissioner Kramer replied it will be $50,000 to $60,000 for the two-year project.

Commissioner Runyon announced that last week there was a NORCOR coordinating meeting, organized by Karen Joplin, for mental health issues and the associated costs. He stated that number of mental health agencies participated and there were federal agencies there to present information. He observed that mental health issues within the jails are very costly to counties.

Commissioner Runyon went on to say that the interviews for a NORCOR director have been completed and a selection made; they are putting together an offer now.

Commissioner Runyon noted that the recent Town Hall in Maupin was the most successful yet – the room was packed and the citizens were very interactive. He said the Board has made an effort to be active in the southern parts of the County.

Discussion Item – Update on Clerk

County Clerk Linda Brown reported that the position of County Clerk was posted in-house and in The Dalles Chronicle. She stated that they had received four applications but two applicants have withdrawn – she does not know why. She said she is not clear

about what the Board is seeking. Chair Hege replied that they are looking for someone just like Ms. Brown. She replied that the only way to do that is to get someone from another county; she has reached out to her colleagues but has not found a candidate. She pointed out that the first thing on the job description is knowledge of the law. She stated that the law can be taught and suggested that if they can find a good manager, the rest can be taught. She said she would be talking to the republican committee soon and can pitch the position. She added that another obstacle is that people don't want to have to run for the position. She said that she is looking for direction from the Board.

Mr. Stone said that he had met with Ms. Brown and realized that there were only two candidates; he said that he would like to have more than two to consider as it is an important position. He said he thinks the search should continue; the Board would be instrumental in getting the word out.

Commissioner Runyon asked about the residency requirements. Ms. Brown said that the Board cannot appoint someone who is not a resident but because the election is in 2016, the Board can hire a Director who would have time to establish residency by November of 2016. She pointed out that it is a non-partisan position which until now has been appointed followed by an election.

Chair Hege said that he agrees that someone can learn and asked if it has been advertised like that. Ms. Brown replied that it has not – the knowledge of the law is the first thing in the description.

Commissioner Runyon noted that there is so much available on line for the law and suggested that knowledge of the law is less important than the ability to learn the law. Ms. Brown agreed saying that the knowledge requirement can be intimidating.

*****The Board was in consensus to continue to advertise for the Clerk's position and to revamp the job description to indicate that management skills are paramount and the specific knowledge of the law can be learned.*****

Ms. Brown asked how far the Board wants to advertise; it is currently on the County website and in The Dalles Chronicle. Chair Hege replied that he thinks it should go out to adjoining counties. Juvenile Director Molly Brown said that there is also Workforce Oregon – the Employment Department. She said that they advertise on Craigslist and other electronic forums. She reported that they were very helpful to her department and can help with the language.

Return to Agenda

Chair Hege stated that he thinks that would be great; people just have to know that they would have to move here to accept the position.

Chair Hege recessed at 9:58 a.m. to open hearings for the Service Districts.

The Session reconvened at 10:05 a.m.

Discussion Item – Museum Appointment

Ms. White explained that Susan Buce had resigned her position on the Wasco County/City of The Dalles Museum Commission. The Museum Commission had been in touch with the County regarding likely candidates for the position so that it could be brought before the Board of Commissioners as quickly as possible. The Museum Commission met last night and sent an email (attached) to Ms. White recommending Heather Hopkins be appointed to fill the unexpired term. Ms. White went on to say that Ms. Hopkins is already a member of the Museum Commission as a City of The Dalles representative but has recently moved outside the City limits; she will be resigning that position to accept the County appointment.

{{{Commissioner Kramer moved to approve order #15-051 appointing Heather Hopkins to the Wasco County/The Dalles Museum Commission. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. White said that the Museum Commission had requested a letter of appreciation (attached) from the Board be sent to Ms. Buce for her years of service.

*****The Board was in consensus to send a letter of appreciation to Ms. Buce for her years of service.*****

Discussion Item – Shredding Services

Mr. Stone reminded the Board that the County's current shredding contractor will no longer be able to provide that service. He said that Ms. Brown had done the legwork to locate another shredding service contractor. He noted that Ms. Brown had already returned to her office and the Board could wait for the next session to consider this.

Commissioner Runyon asked if the cost will be lower or higher than the previous contractor. Mr. Stone said that it will be less - $54 per month for the first two bins and $15 for each additional bin; it had been $39 for one. Youth Services Director Molly Rogers asked if Youth Services can tie into the contract. Mr. Stone replied

Return to Agenda

affirmatively.

Chair Hege asked if Juvenile Services has a bin that is included in the count indicated by the contract (attached). Ms. Rogers replied that her department is billed separately and pays full price; she was using the same contractor as the rest of the County. She said that they shred three times a year.

Chair Hege asked if this contract is the staff recommendation. Mr. Stone replied that it is.

{{{Commissioner Kramer moved to approve the Shred-it Customer Service Agreement for Regular Service. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Insurance Bond

Insurance Agent Mike Courtney explained that the bond renewal is an annual occurrence but this year he wanted to bring it to the Board to make sure that $25,000 is still an adequate limit. He stated that the blanket bond covers the County for employee dishonesty.

Chair Hege said that a good rule of thumb for setting the limit is to ask how much someone can steal before they get caught.

Commissioner Runyon asked if there was information available as to what other counties are doing. Mr. Courtney replied that some are higher and some about the same. He added that he is not sure he would recommend a change in the limit.

Commissioner Runyon said that he would like to know the cost for additional coverage. Mr. Courtney responded that he could get that information but he believes it will be expensive.

Chair Hege asked if Wasco County has ever had a theft. Mr. Courtney said that to his knowledge there has not been a theft; he has been the County insurance agent since 1971. Chair Hege asked the premium for this coverage. Mr. Courtney stated that it is $1,150 annually. Chair Hege asked if this is a typical policy. Mr. Stone said that it is and some of the provisions of the policy are required by law.

{{{Commissioner Runyon moved to approve the Wasco County application for a commercial crime policy for governmental entities. Commissioner Kramer

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seconded the motion which passed unanimously.}}}

Agenda Item – IGA 9770 Amendment #5

Ms. Rogers observed that for the last three years she has come to the Board with this agreement and said that it would be the last year the County would have the agreement. The transition at the State level has been slow and so the agreement has continued to come to the County. She stated that this should be the last time and the IGA should conclude in three months. She noted that there will be another similar contract for Medicaid match funds that will come before the Board at the June 17th session; like this one, the intention is for it to be short-term and move away from the County. She said both contracts are for pass-through funds and are in the budget for the next fiscal year.

Chair Hege asked about the new dollar amount. Ms. Rogers explained that the original amount was for the biennium; the additional amount is to extend the funding for another quarter. She said that she is not confident that the new agreements will be in place by September; these contracts could come back to the County again in August for another extension.

{{{Commissioner Kramer moved to approve Oregon Department of Education Early Learning Division 2013-2015 County Intergovernmental Agreement #9770 Amendment #5. Commissioner Runyon seconded the motion which passed unanimously.}}}

Chair Hege asked for the status of the Early Learning Hub. Ms. Rogers replied that in our region it is in the final phase of being acknowledged as an actual Hub. She said that Joella Dethman has been attending the coordinator meetings and the group has been acting like a Hub while waiting for the official designation.

Chair Hege asked if Ms. Dethman will be the coordinator for our regional Hub. Commissioner Kramer replied that Ms. Dethman is retiring; her last day is June 30th. He said that the hope is that we become designated as a Hub so that the position can be re-hired. He said that Sherman County will be the fiscal agent. Ms. Rogers reported that she will be back in the next couple of months to send a designee from Wasco County to the Early Learning Council.

Ms. Rogers went on to say that the CCO had a presentation from the state on public and mental health. She reported that the work is really happening at the Community Advisory Council; they are doing the planning with a focus on nutrition. She said they

have developed a way to issue vouchers for fresh fruits and vegetables at farmer's markets which supports both healthy eating and local economies.

Discussion Item – Administrative Services Office Manager

Mr. Stone announced that the Administrative Services Office Manager Sue Stephens is leaving. He said that he would like a discussion about how to replace that position. He pointed out that Commissioner Kramer has asked for a grant writer. He stated that what Ms. Stephens does is accounts receivable and accounts payable. He said that this is an opportunity to do some restructuring.

Commissioner Runyon said that AR/AP can move to Finance but they would have to agree to that. He agreed that this is a good opportunity to look at what can be done.

Chair Hege said that he would like a clear idea of what she does now.

Chair Hege recessed the session at 10:35 a.m.
The session reconvened at 10:40 a.m.

Chair Hege presented Ms. Stephens with a certificate of appreciation and thanked her for her work saying that she was always very responsive to requests. Commissioner Kramer added that she always makes everyone feel special. Mr. Stone said everyone appreciates the work she has done. Ms. White said she will miss the good humor Ms. Stephens brings to the office.

Agenda Item – Union Pacific Contract

Planning Director Angie Brewer said that County Counsel had made a change to the Union Pacific Contract and she had not anticipated the Union Pacific attorney to respond quickly enough for it to be ready today. However, he got back to her approving the revision that allows County staff to do site visits. She said that this is an amendment to a previous MOU signed by the Planning Department in 2014. She said that the project has changed since then and her department wanted to be more realistic regarding costs. She reported that this is an increase that accounts for more staff time and legal fees. She said the MOU has to be signed so the project can move forward. Maximum actual costs are now set at $30,000; they were set at $15,000.

Chair Hege asked why this comes to the Board. Ms. Brewer said that historically the Planning Department has signed these agreements but there is not really the authority for them to do that; therefore, the contract should come to the Board. She said that she

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would like to get something in place that would give the Planning Department the authority to sign the contracts so that they do not all have to come before the Board as there are a lot of them.

Commissioner Runyon asked who determined the cap amount. Ms. Brewer said that County Counsel had determined that amount.

{{{Commissioner Runyon moved to approve the Amended Reimbursement Agreement between Wasco County and Union Pacific Railroad Company. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Public Works Building RFPs

Public Works Director Arthur Smith stated that as he and Ms. Brewer worked through the process they came to understand that the Board wanted more information regarding the process of modifying the Public Works building to be a one-stop shop. He said that he sent out a request for proposals to the current list of eight pre-qualified contractors. He reported that three came for site visits and two of those submitted proposals. He observed that the proposals are very different from each other and have very different costs. He said that he and Ms. Brewer are here for feedback – does the Board want them to continue forward or go in a different direction? Ms. Brewer asked if two bids are enough. She asked what outcome is sought.

Ms. Brewer went on to say that the more expensive of the two spent more time on needs and wants while the other focused more attention on immediate function. Facilities Manager Fred Davis said that the more expensive one is the architect that did work on the courthouse cornice. Mr. Davis observed that the work was very meticulous; he spends a lot of time on detail, but it is not wasted time.

Commissioner Runyon said that his goal is for the building to be more efficient and user friendly.

Mr. Smith said that spending $50,000 will get a gold-standard product; spending less may not win any prizes but will function and may serve the need.

Commissioner Runyon noted that spending more does not always mean better. He asked Mr. Stone for his opinion.

Mr. Stone said that he just wants to make sure this is still a Board priority and is this the direction the Board wants to take. He said that the internal assessment yielded a

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number of ways to make it a better work space. He said that the Board needs to determine the cost/benefit of the project. He stated that it would be a more defined and better facility – right now they are occupying a tractor dealership basically the way it was when purchased. This project would transform the space into an office building.

Ms. Brewer said that they had budgeted $25,000 for this phase of the project; one bid came in for less and one for more.

Mr. Stone said that he supports the concept both culturally and for efficiency. He said that the unknown is that this money could be spent only to find that the renovation will cost more than the County wants to spend.
Mr. Smith pointed out that what this phase will do is provide the County with options at varying costs. He said that if this is a priority, he thinks the County should move forward to at least have the plan on the shelf. He said that with other resources, he and Ms. Brewer would do their best but it would be without professional guidance.

Chair Hege asked why the third party did not bid as he would like to have that third bid. Mr. Smith said that they were just not interested in the project. He said that most want to know how much is budgeted for the completion of the project as they are looking not just for the assessment but for the work to complete the project.

Chair Hege said that he would like to have a design that fits the budget and hopes that the alternatives presented will offer something affordable.

Mr. Smith said that he wants concept designs with costs; there will be a partnership to work with staff to understand the departments' needs. Ms. Brewer commented that this is more than just beautification; it is for function.

Chair Hege said that both RFPs suggest that there are no plans available. Mr. Davis said that there are some. Mr. Smith said he provided what we have but it is not modern CAD. Ms. Davis added that we don't know details – plumbing, conduit, etc. Mr. Smith said that those are the question marks.

Commissioner Runyon asked if any of the others on the list were local. Mr. Smith replied that Portland is the closest on the list; there are no prequalified in the local area. He said that he can go out for other bids, but these eight meet statutory requirements. He said if he goes out for bid statewide, he would have to determine if the submitting contractor meets the statutory requirements. Mr. Stone said that Mr. Smith has followed the established process for getting the bids.

Commissioner Runyon pointed out that only one of the bids is within the budgeted amount. Chair Hege stated that the Board can allocate more money. He asked if the bids are negotiable suggesting that some of the items could be negotiated out of the more expensive bid. Mr. Smith said that the scope is what would be negotiated.

Mr. Davis asked if it would gut it too much to tell the firm what the budget will be. Commissioner Hege said that if he were them he would not take the job without the budget. Mr. Smith said that his intent would be to start the negotiation with a budget.

Chair Hege said that he would like to move forward and he likes the more expensive proposal but thinks it is too much. He stated that while the other is more in line with the budgeted amount, it may not get us where we need to go.

Commissioner Kramer said that he thinks a work session would be helpful.

Chair Hege said he thinks the Board needs to be able to give staff direction. Mr. Stone said he has an idea of what he would want to spend on the project, but it needs to be discussed. Chair Hege agreed that a budget for the project will help define the direction.

Ms. Brewer asked if the Board needs anything further from staff. Chair Hege replied that he thinks the Board members and Mr. Stone just need to review the proposals further.

Consent Agenda – 5.20.2015, 5.26.2015, 5.27.2015 Minutes

Chair Hege requested the following corrections to the 5.20.2015 minutes:

- Page 4 – City and County invested resources should say money and time rather than resources.

- Page 4 last paragraph – QLife believes that there should be a business case should say that Chair Hege believes they need to build a business case.

Chair Hege requested the following corrections to the 5.27.2015 minutes:

- Page 4 – last paragraph – Lower Deschutes Group would like to see BLM acquire that land should said that Chair Hege would like to see them acquire that land.

- Paragraph 3 – says that Chair Hege attended both public hearings – it should say

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that he attended parts of both public hearings.

{{{Commissioner Kramer moved to approve the consent agenda with corrections to the minutes. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Limmeroth Ranch Acquisition

Chair Hege offered a sign-in sheet for those who wished to be heard but pointed out that this is not a public hearing. He explained that the Board had received some comments about this land sale and agreed to add it to the agenda for a public discussion. He said that Dean McAllister had brought the issue to him and the Board had invited ODFW District Wildlife Biologist Jeremy Thompson to have a balanced discussion.

Chair Hege said that the Board took a tour of the property in 2013 and it has been on the agenda twice before; he said that ODFW sought a letter of support from the Board and that was provided. He pointed out that the Wasco County Board of Commissioners has essentially no role in the decisions that are made to acquire or not acquire this property. He said that he doesn't think the Board has much influence in Salem but they are happy to provide this forum for a discussion and to hear the positions.

He asked Mr. McAllister to go first and to be brief to allow time for others to speak.

Mr. McAllister said that he believes the letter of support from the Board has more influence that they might think. He stated that he found out about the letter of support about three weeks ago from Senator Hansell. He thanked the Board for this opportunity to speak today. He said that his family has farmed in the area since his great-grandparents. He said he is the Vice-President of Wasco County Farm Bureau and serves on the Board of Directors for Oregon Farm Bureau. He said the policy at the Farm Bureau is that the government should not be acquiring additional land; between the State and Federal Government, they already own 54% of the land in Oregon.

Mr. McAllister observed that the property can only be accessed by the river and on agricultural easements. The proposed public use puts landowners at risk; the increased hunting pressure will drive the deer and elk onto private property causing damage to crops and fences; and free hunting will compete with the fee hunting that landowners

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engage in. He said that the State recently purchased 17,000 acres on the John Day in Gilliam County; they have purchased other properties in recent years and are rumored to be looking at another ranch property in Wasco County. They already own 40,000 acres on the banks of the Deschutes.

Mr. McAllister stated that competition from the State prices properties out the reach of the local farmers and ranchers. He said he does not understand how ODFW can afford $3 million for this purchase when they are lobbying the State legislature for $30 million to offset a budget shortfall; they are laying off employees.

Mr. McAllister said that when talking to other area property owners he learned that they did not think they could resist this purchase. He reported that he explained to them that they can resist and a number of them asked for help in doing so. He stated that there are 110 Farm Bureau members in Wasco County. He said that in light of the negative impact to neighboring property and the fiscal issues at ODFW, on behalf of the landowners and as a taxpayer he asked that the Board not support the ODFW acquisition of the Limmeroth Ranch.

Chair Hege said that he understands that people do not follow what the Board is doing all the time but noted that no one came in opposition previously. He said he wants to get all the issues on the table and have a good dialog about the facts. He asked ODFW Wildlife Biologist Jeremy Thompson to briefly present the facts of the proposed purchase.

Mr. Thompson said that the ODFW is pursuing this acquisition to add to their current 8,000 acres in the Deschutes. He stated that the ODFW has three goals within their current lower Deschutes management plan:

1) Maintenance of aquatic and riparian habitats – this is the primary goal with the initial acquisitions in the Deschutes which took place in the early and mid-80s through two properties that were gifted to the ODFW.
2) Manage upland habitats for the benefit of native and beneficial wildlife species.
3) To provide public recreation as long as it doesn't conflict with the first two goals.

He said that this potential acquisition in the Deschutes is appealing because it is an intact habitat and is large enough to be managed on a landscape basis. He said that it provides habitat to nesting birds such as the golden eagle and peregrine falcon and is

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the only major private piece of property that has a bighorn sheep home range. He said that the bighorn sheep is a species they introduced 25 years ago and the Deschutes herd is probably the healthiest in the state; they use it as a source herd for all the other transplants throughout the state. He said it can also be managed for game bird populations and mule deer. He stated that the ODFW can have direct benefit for these species and also provide a public recreational component.

Mr. Thompson went on to say one of the first things ODFW noticed is that Oak Canyon is the eastern most stand of white oak in the state; white oak is a strategy habitat species and is one that is really in need. That is a key focus for the ODFW. He noted that the streams in Oak and Ferry Canyons are documented spawning and rearing habitat for the listed mid-Columbia River steelhead – having that in public ownership will spur more volunteer interest to get in and help with habitat restoration projects to benefit listed fish species.

He stated that if ODFW acquires the land they would be developing a management plan in collaboration with many of the people in the room here today. He said that they would try to build rules – looking at the current rules for the property ODFW owns in the area:

- There are no open fires allowed any time of the year.
- There is no camping allowed off the river any time of the year – the actual river gorge within the Deschutes has its own threefold management.
- There are no motorized vehicles allowed on the property.

He said that these rules address many of the concerns he has heard from adjacent landowners. He stated that he believes these rules would carry forward to any new acquisition in the Deschutes.

Mr. Thompson said that the question has been asked as to how relevant it is for ODFW to be pursuing a purchase right now when part of the agency has budget issues. He explained that all of the wildlife area lands are managed through Pittman Robertson Act funds which are derived from a federal excise tax on guns and ammunition and are allocated back out to the states specifically for wildlife management, wildlife research and land acquisition management. He said that Pittman Robertson Act funds cannot be used for the day to day management of the agency – it is a separate pot of money that cannot be used to fill the current budget gap.

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He went on to say that ODFW, in partnership with the Trust for Public Lands (TPL), has been pursuing this acquisition for almost 2 ½ years and have been very open about it. He reported that they had several public meetings; he talked to local sports and other interest groups and reached out individually to most of the landowners in the room today. He said that it is ODFW's policy as well as TPL's policy to be very open-book about the purchase – they wanted the input upfront and until recently they had not received any negative feedback regarding the acquisition. He said that he understands the frustrations and regrets that they were not able to get those concerns out early enough to deal with them before this came to legislative session.

Chair Hege asked Mr. Thompson to describe the process – where is it today and what will be the next steps.

Mr. Thompson replied that the process for the last two years is that TPL has taken the lead in partnership with ODFW to acquire grant funds to fulfill the purchase. He said that originally the purchase was looked at as a possible mitigation site for the Cascade Crossing power line. That is what stared this process in motion. He said that 2/3 of the price was obtained through outside grant funds; another third is coming from mitigation funds. Right now, ODFW has a policy option package in the ODFW budget which gives permission to spend the Pittman Robertson grant funds through Fish and Wildlife Service directly towards this acquisition.

He continued by saying that it is going through all the different legislative committees as part of the budget negotiations. He reported that House Ways and Means seems to be somewhat supportive of the purchase and it is still moving forward. He said that if it is approved as part of the budget, then they will move forward to their commission which has already expressed support for the acquisition which is directly in line with the agency's mission statement.

Chair Hege said it sounds like first they need legislative approval and then commission approval and then they could close on the deal.

Mr. Thompson replied that TPL will close on the deal as they have a deadline determined through negotiations. He said that TPL will buy the property and hold it for ODFW for a final transaction to take place after commission approval.

Chair Hege said that some of the letters raised the issue of public access which is only available by the river because the easements currently associated with that land are just

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for agricultural use.

Mr. Thompson said that they are trying to clarify easements and are in negotiations right now. He said that the primary goal is wildlife management and the area is meant to be enjoyed from the bottom up; however, they would like to have a way for the public to enjoy it from the top down to diversify the experience – that is still a point of negotiation.

Chair Hege commented that he has been involved and has not heard anyone voicing opposition. He asked Mr. McAllister why now.

Mr. McAllister said that he learned of the acquisition only four months ago; he said he called everyone and told them but they all thought that it was a "done deal." He stated that the Farm Bureau can help but the people he called did not know that. He said that he understands the budget but it is still taxpayer dollars – the animals are already grazing on farm lands for free but if the cattle get on the other side of the fence, we're in trouble. He said the Farm Bureau does not think the state or government should own any more property than they already do.

Chair Hege said to be clear, there are no tax dollars going toward the purchase or towards the management of the land. Mr. Thompson said that is correct. He said that funding for all of the wildlife and the majority of the wildlife areas – all of the ones in eastern Oregon – are from the Pittman Roberts act which is paid by hunters and 25% by license dollars which is again paid by hunters.

Chair Hege asked if property taxes will be paid as they have been being paid in full and if they are paid with that same fund.

Mr. Thompson replied that they will be and are paid by sportsman dollars.

Chair Hege asked if anyone had comments in opposition to the acquisition.

Mary Anne Nash with the Farm Bureau said that they learned about the proposed acquisition in February and contacted landowners to hear their concerns – they did not think they had a voice. She said that the Farm Bureau has talked to state ODFW which had contacted other groups but not the Farm Bureau. She said she has seen the negative impact that state owned lands can have on adjoining property owners – livestock shot and butchered, water tanks shot, fences torn down, trespassing, fire; these are all things that happen when it is open to the public. She said that the ODFW

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should have contacted the Farm Bureau. She stated that private owners manage their properties more closely than the state is able to do – there is a big concern that ODFW will build habitat for wildlife without planning for their sustenance; those animals will go into the farms to eat and drink with no compensation to the landowners. Agencies do not make the best neighbors. She added that the tax is a commitment, not a legal obligation. She stated that the Pittman Funds are variable year to year; ODFW does not hire fulltime staff with those funds because of that.

Linda May said that they have been working with ODFW for easement between their property and the Hammel's. She said that she and her husband thought they could work with ODFW but there was a fire and when they went to investigate they found surveyors on their land – they had driven all over the crops and made a mess of the field. She said that it is nesting season and even they are not permitted to drive up there during nesting season. She said that ODFW had committed to controlling that but this incident has raised doubts. Mr. May said that they are now completely opposed to the purchase.

Zipporah Underhill said that her family is one of the private landowners; the easement they have is not a public easement and they will stand by that. She said she does not want the public going through that easement – they come in and out of the area with no regard for the landowners. She noted that Mr. Thompson said there would not be motorized vehicles but that only means that the public will walk through.

Mr. Thompson stated that there would be a parking lot and people would have to walk in.

Farm Bureau President Barry Bushue said that people who have public agencies as neighbors know that they do not make good neighbors. He said that farmers supply 75% of wildlife habitat. He said that the Wasco County Board of Commissioner's voice is heard – Senator Hansell sites the Board's support as a reason that he is not sure what to do. He said that Bureau urges the Board to withdraw their letter – the landowners are concerned. He said that the Bureau represents the interests of the growers and while Mr. Thompson is doing this in good conscience; he does not have the resources to support it.

Chair Hege said that he did not mean to suggest that his own legislators do not listen to the Board, but it is a large body in Salem and it is difficult to influence them.

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Mike Filbin said his livestock has grazed that land for years. He said that although the ODFW may have a grazing plan, just last September he was told that there was an area he was to keep his cattle out of. He said that Mr. Thompson may allow grazing but he will not be there forever; who knows what will happen? He said that he cannot afford the prices for grazing and he is opposed to the acquisition – the government needs to quit buying property.

LaVelle Underhill said that if this sale goes through they will not be able to farm on the ridge because of the wildlife ODFW will build up. She said that the wildlife will go where it is green and will go into the wheat; it will impact everyone in the area. She said that it will run her family and their neighbors out of business.

Chair Hege asked if there were any others who wished to speak in opposition. There were none. He asked Mr. Thompson to address some of the concerns that were raised.

Mr. Thompson said that he apologizes that we are at this point, it is unfortunate. He said he tried to make contacts and do his due diligence. He said that he did meet with the Oregon Cattlemen's Association's local president and met with most of the farmers in the room today. He said that in the future he will reach out to the political body directly instead of just the local farmers.

He said that regarding the grazing concerns, the ODFW changed their funding strategy because another funding agency they were working with might have hampered ODFW's ability to use cattle as a management tool. He pointed out that ODFW does graze most of their wildlife areas and has a very active grazing management program in eastern Oregon. He said that decision is really why they are here today – had ODFW gone with the other funding, there would not be a policy option package; this would have just been a land donation from the Trust to ODFW.

Chair Hege asked to hear from those in support of the acquisition.

Rocky Webb read the letter from the Limmeroths (included in packet) and provided a letter from Auction Sales in support of the acquisition.

Realtor Ellie Webb-Timinsky commented that she is sorry that some of the people in the room were not aware of the sale. She noted that it has been listed on the internet for over two years and has received inquiries from Washington, Idaho and California. She said that as a realtor she cannot discriminate against anyone for any reason. She pointed out that the Limmeroths are friends of some of the people in the room and

asked if it were not a state agency purchasing the land, would the people be before the Board stating that they did not like the people to whom the property was being sold. She asked them to consider how they would feel if they were selling their property and their neighbors went to the Board of Commissioners to protest to whom they were selling their property. She said that the Limmeroths own the property and it should be their decision to whom they want to sell.

Realtor Jim Wilcox said that when the Zimwalt Prairie was purchased it was not allowed to be grazed for the first few years but they learned that that caused issues and now it is grazed and managed successfully. He said that generally he is not in favor of the government owning land but as a realtor he does not discriminate and this land has been on the open market for two years and been appraised. He noted that large parcels of land rarely pay for themselves – it is appreciation that pays for it. He said that it is a problem when we start telling people to whom they can sell their property. He observed that he has also seen contractors behave unprofessionally and make him look bad – it happens and it is frustrating. He said that he is for the sale because the property was on the open market and available to the world. He added that he does not think a public body should be involved in who buys the property.

Kristin Kovalik from the Trust for Public Land said that TPL has been working on this for the last two years and it is unfortunate that we are here today. She said this conversation should have taken place in a more productive space. She said that she wishes the Limmeroths were here so that the people opposed could make those comments in their presence. She observed that TPL only works with willing buyers and willing sellers – there is never a hostile purchase. She noted that Zimwalt Prairie is a wonderful example of what good management can do. She said she would encourage balance.

Chair Hege asked Mr. Thompson if management of the Limmeroth property would include growing new wildlife that might impact the adjacent landowners.

Mr. Thompson replied that if they had such a scenario, they would try to address it as they do with any of their other damage concerns. He stated that that is where he and his staff spend a lot of their time. He pointed out that this is canyon country and he does not expect to be able to double the deer population by taking possession. He said he is hoping that he can maintain the current population. He stated that the Limmeroth family has done a fantastic job in managing their lands. He said that one of ODFW's concerns is what the management plan would be in the next owner's hands were

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ODFW not to purchase the land. He said that one of the entities that had expressed an interest in the property is the biggest oil producer in Washington State. Oil production has high levels of conflict with big horn sheep and their ownership would have meant the end of the herd. It was those concerns that really made ODFW look at it as a potential acquisition to protect the habitat and integrity that is there. He said that he does not believe the population will increase significantly but there may be some local conflicts. He pointed out that there are very few in the room that ODFW has not worked with on local conflicts in the past – ODFW tries to address those concerns.

Mr. McAllister thanked the Board for the public forum and thanked Mr. Thompson for being here to answer question. He said he would still like to see the Board withdraw their letter.

Commissioner Runyon noted that it will be heard further through the media present in the room.

Chair Hege said that he appreciates the civility of the discussion. He said that it is unfortunate that this discussion did not take place in the beginning. He asked his fellow Commissioners what they would like to do regarding the letter of support the Board issued from two years ago.

Commissioner Runyon observed that this has already been through a public process and the letter was issued following a tour of the site; there wasn't any opposition at the time. He said he is confident that there have been letters of support over the decades that could be revisited and repealed for whatever reason as things change. He said he thinks they can consider that but he wants to give it some thought – he wants to look at the letters some more and read the minutes. It is not a decision he will make today. He said that in many ways he agrees with Mr. McAllister about the government ownership of land, but at the time it was presented there was no opposition and there had been public hearings held by ODFW. He said that it is up for consideration now, but he wants to take some time to review the testimony and read the letters.

Commissioner Kramer stated that he agrees with Commissioner Runyon and would like to follow that plan.

Commissioner Runyon said that the next meeting is June 17th and that is when he would think the Board would make a decision. He reminded everyone that the Board does not have anything directly to do with the transaction – as a legislative body, how

often does the State Legislature listen to Wasco County? He said that he is not sure what impact the Wasco County Board of Commissioners has in this.

Commissioner Kramer said he is looking at the extra two weeks to hear from those who did not speak today and any others out that that might want to have input. He said he is in support of waiting until the 17th before a decision is made.

Chair Hege said that he agrees that government ownership in Oregon is significant. He said that it impacts the County because the government land is not logged – that was at the top of his mind when he first heard about this project. He said one of his biggest questions is the property taxes; it is a good point that they are not obligated. He said it is his expectation that they would pay taxes and it would be disappointing if they do not follow through with that. He said he was also concerned about the grazing and has been assured it would continue as long as it does not impact riparian zones; it would not be allowed to impact riparian zones even if it were privately owned.

Chair Hege went on to say that it is always a concern of his that when the public buys land they should have access to it. He noted that Mr. Thompson thinks this land will probably not have a lot of people attracted to it because it is so vast but they should have access; he said he understands that it may have an impact. He said that had this discussion occurred two years ago he might not have expressed an opinion either way. He said this Board has heard them and is willing to hear from others. He said that he does not think that anything this Board does or does not do regarding this issue will have a significant impact on what happens. He said that if the people want to have a significant impact they might consider going to Salem to talk to the decision makers or go to the Commission hearing at ODFW. He stated that he appreciates everyone coming and the Board will consider what, if anything, they will do on June 17th.

Chair Hege called a recess at 12:18 p.m.

The session reconvened at 1:31 p.m.

Chair Hege said that he would like to correct the closing times for the two District Hearings; he may have said "recessed" or "move on" but his intent was to close the 4-H & Extension Service District hearing at 10:01 a.m. and the Library Service District Hearing at 10:05 a.m.

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Agenda Item – ODF Survey

Oregon Department of Forestry District Forester David Jacobs said that he is requesting that the Board complete the survey sent to them. He explained that the ODF had a budget not to reach out to counties to gauge their satisfaction with agency performance. He said that he needs to have it back to the State by June 17th.

Mr. Jacobs said that the ODF interacts with most County agencies and has worked with each of the Commissioners on various issues. He said that this is likely to be a busy summer for fire.

Mr. Jacobs introduced Tracy Wrolson, ODF District Business Manager. Mr. Wrolson said that it is nice to get in front of the County to answer questions and facilitate a good relationship. He said that the last couple of years have been rough for fires and he expects this one will be as well; it will depend on lightening. He said they are more successful keeping the human caused fires at bay. Mr. Jacobs announced they will be bringing people in next week for training and they should be ready by the end of June.

Chair Hege noted that the historic start for the burn ban is July 1st. Mr. Jacobs confirmed saying that it good to have the date coordinated throughout the County. Chair Hege observed that 2/3 of Wasco County is not covered by the ODF or a fire district.

Some discussion ensued as to how the survey would be completed – as a group or individually. Mr. Jacobs stated that most counties give the survey to someone who interacts with ODF regularly. Chair Hege stated that he had already filled his out. He asked to have it by the 16th. Commissioner Runyon said he would like to talk to some of the other departments. Chair Hege suggested that if all three Commissioners fill out a survey, Ms. White can work out a collective score.

Chair Hege said with the early fire danger he would like to see the ban start earlier than July 1st. Mr. Jacobs replied that they will be having press releases issued throughout the month of June. Commissioner Kramer said he thinks that Harney County has already issued a ban.

Mr. Jacobs stated that there are a lot of agencies between here and Hood River and the ODF overlaps them all and provides the glue that keeps it consistent. He said it was a struggle to determine a date and the decision was made to pick a date and stick with it.

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He said that they had originally chosen and ending date, but that didn't work. He said the ban goes until the fall rains arrive. He said they are urging people to be cautious. He announced that there is an arsonist in the area that started a fire in Rowena. Chair Hege asked if the ODF believes that fire was intentional. Mr. Jacobs said they do; they can find no other cause for it.

Mr. Wrolson added that the unintentional human fires cause a lot of damage as well. The White River fire was human-caused but unintentional – someone left a campfire burning.

Chair Hege asked if they know how the certification returns for the SB360 effort are going in Wasco County. Mr. Jacobs said he would check on that.

Chair Hege recessed the regular session at 1:50 p.m. and opened and Executive Session pursuant to ORS 192.660(2)(i) to review and evaluate the employment related performance of the Chief Executive Officer of any public body, a public officer, employee of staff member who does not request and open hearing.

The regular session reconvened at 2:23 p.m.

Commission Call

Chair Hege said that yesterday there was a meeting to talk about the Community Wildfire Protection Plan which is on the County website and in need of updating. He explained that it gives direction to federal and state agencies. He said that he has encouraged Emergency Manager Kristy Beachamp to take the lead on the update and help facilitate that process. He said it an exhaustive document but very good.

Chair Hege adjourned the meeting at 2:25 p.m.

Motions Passed

- **To approve the Wasco County Legal Access Policy as vetted through the Management Team and with the acknowledgement that it is a work-in-progress.**
- **To approve the Public Records Request Policy with the addition of authority granted to the Administrative Officer and/or the Board of Commissioners for review of requests for fee waivers in Section 5B, and the removal of Exhibit D.**

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- **To approve Oregon Department of Human Services Agreement #148554.**
- **To approve order #15-051 appointing Heather Hopkins to the Wasco County/The Dalles Museum Commission.**
- **To approve the Shred-it Customer Service Agreement for Regular Service.**
- **To approve the Wasco County application for a commercial crime policy for governmental entities.**
- **To approve Oregon Department of Education Early Learning Division 2013-2015 County Intergovernmental Agreement #9770 Amendment #5.**
- **To approve the Amended Reimbursement Agreement between Wasco County and Union Pacific Railroad Company.**
- **To approve the consent agenda with corrections to the minutes.**

Consensus

- **To continue to advertise for the Clerk's position and to revamp the job description to indicate that management skills are paramount and the specific knowledge of the law can be learned.**
- **To send a letter of appreciation to Ms. Buce for her years of service.**

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott Hege, Commission Chair

_____
Rod Runyon, County Commissioner

_____
Steve Kramer, County Commissioner

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WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JUNE 4, 2015

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

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

At 1:00 P.m. Chair Hege opened the Special Session of the Board of Commissioners with the Pledge of Allegiance. Additions to the Discussion List:

Agenda Item – Property Transactions Public Hearing

Chair Hege opened the public hearing and asked Planning Director Angie Brewer to present the staff report.

Ms. Brewer said that errors over time had created two strips of property on Shearer Street that came to the County. She stated that these transactions began in November under former Planning Director John Roberts with the assistance of Realtor Dennis Morgan.

Commissioner Runyon asked what the errors were. County Assessor Jill Amery replied that it can happen in any number of ways. She said that she just saw one where the owner had done something that didn't match the plat. County Surveyor Dan Boldt said that the County gets involved when they send a tax statement to someone who never gets it and the foreclosure process begins.

Ms. Brewer said that the property remnants are not buildable and are liabilities to the County. She said that there are seven properties involved; all but the Harn property rely

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on one of the strips for access. She reviewed the properties on the map (attached). She said that Ridinger is not directly affected by this but through this process another issue was discovered that would have come up later.

Ms. Brewer said that in 2014 the property owners engaged in mediation to determine how to resolve the complicated property issues. In November of 2014, the Board of Commissioners approved orders to sell the land. Since that time work has been ongoing by the County Surveyors, Assessor, Legal and Planning Department. She explained that there is a specific order in which the prepared documents must be executed (see attached presentation).

Mr. Boldt explained that the County strip of land goes out in the Shearer Street; before the County can convey the land, that piece needs to be dedicated to the City. He said that the City is aware of the situation and is ready to accept the street.

Commissioner Runyon asked how the County came to own a piece of the street. Mr. Boldt replied that the street was assembled over time by dedicated pieces – it was done piecemeal and this small piece was never dedicated to the City.

Ms. Brewer said that once that piece is dedicated to the City there will be a quitclaim deed from the County to Roark. She said that there is a garage that is on the strip owned by the County. Mr. Boldt said this was an oversight that occurred through a sale. The Kargle family had owned a piece of property in the 1940s and then bought this adjacent piece; decades later when the family sold – they sold only the larger piece of property and neglected to convey the additional strip which eventually went into foreclosure.

Ms. Brewer went on to say that that the relinquishment of the easement will undo existing easements to allow for the transfer of the property and then there will be a new revised easement agreement which will allow everyone access. This will reflect the current structure configuration.

Chair Hege asked if at the end of these transactions the County would no longer own any part of either strip. Mr. Boldt replied affirmatively saying that everyone will have what they need to live their lives.

Mr. Boldt said that the issue that was discovered while trying to resolve the two strips is that there is a five foot gap between two of the properties; the tax description includes

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the five feet but the deed does not and the other owner has never paid taxes on the gap. He said that the DOR would see the gap and could assign a tax lot number which would bring the strip to the County through foreclosure. He said that the County should try to resolve these kinds of occurrences whenever they come to light.

Ms. Brewer said that once all the documents are approved by the Board they will be made available in the Clerk's office for signature. She said she has talked to most and left messages for the rest; everyone is happy to know that it is moving forward. She said they are aware of the costs and are grateful for the staff time that has been invested in this process.

{{{Commissioner Kramer moved to approve Order #15-055 authorizing the relinquishment of County-owned property to the City of The Dalles Pursuant to ORS 271.330. Chair Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Deed of Dedication from Wasco County to the City of The Dalles. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Quitclaim Deed from Wasco County to Jared B. Roark. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Order #15-052 authorizing relocation of easement over tax foreclosed property to Jared B. Roark and Dorthea C. Bayer, Trustee. Chair Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Relinquishment of Easement Tax Lot 800, Roark; Tax Lots 600 & 801, Wasco County; Tax Lot 900 Bayer. Chair Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Easement Agreement for valuable mutual consideration, Isaias Hernandez Jacob and Donagil Vidales, husband and wife (Grantors) and Wasco County (Grantor). Commissioner Runyon seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Quitclaim Deed from Wasco

County to Gary and Beth Harn. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Brewer said that the question arises as to whether the County needs to establish a process for these kinds of situations. Mr. Boldt pointed out that staff has spent months working through this process to convey land out of County ownership and appropriately into private ownership; it should have taken only weeks. He said that it involved legal counsel, the Assessor, planning and the surveyor – these efforts need to be coordinated. He pointed out that there are many County-owned properties and at least two derelict homes. He said that there will be more strips of land that come to the County and no one is minding the store to proactively determine what to do with these pieces of land.

Mr. Boldt went on to say that he was part of the process when the County had a problem with County-owned vehicles; when there were budget issues the easiest answer was to cut a Sheriff's vehicle – soon the County had dozens of vehicles that needed to be replaced at the same time. He said that a committee was formed and the found a way to have a process to rotate Sheriff's vehicles out of that department into other departments as they aged. Now the County buys a predetermined number of Sheriff's vehicles each year. He stated that the County got the right people in the room on a regular basis to make those decisions. He recommended that the County establish a Lands Committee that will look to take care of the lands the County currently owns and sell them in such a manner that the County can maximize the value of the land.

Mr. Stone reported that the County currently owns between 150 and 200 of these properties and it has been an issue as long as he has been with the County and probably long before.

County Assessor Jill Amery said that she and County Counsel Kristen Campbell have worked on this and seen how complex it is. She said that Tax and Assessment wants to have a process to get rid of these properties as they are acquired by the County. She said that she supports the forming of this committee rather than just having the Tax and Assessment Office make the decisions alone. She said that she foresees the Board having to set some policies as the committee works through the process.

Mr. Stone observed that one of the challenges in selling a property is that the money has to be distributed.

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Commissioner Runyon pointed out that involving legal counsel is expensive. Ms. Amery acknowledged that saying that they want to do as much of the work in-house as possible. Mr. Stone said that County costs were not recovered on this transaction – it was a learning curve. Mr. Boldt pointed out that the County now has good document templates to use going forward.

*****The Board was in consensus to form a Lands Committee to work on the disposal of current and future County-owned lands.*****

Commissioner Kramer said that he would be happy to sit on that committee as the Board representative to help in whatever way he can.

Chair Hege said that this circumstance cannot be unique to Wasco County; other counties must have a process. Ms. Amery said that they do and she has already been exploring that. She reported that Clackamas County has an annual sale and she would like to see Wasco County get there.

Commissioner Kramer said that he has a constituent who has property next to him that is designated as a park. He is willing to buy property and then trade as a creative solution to the issue. Mr. Boldt said that a lot of those parks exist; under previous LUDO, developers had to dedicate land for a park and it would always be the worst parcel of land in the development.

Agenda Item – Assessor's Work Session

Ms. Amery said that the documents included in the Board Packet is what she had to work with regarding the new software that was converting when she came on board. She said that she wants transparency and to forge a clear path that everyone understands. She noted that someone had suggested the County sue Thompson Reuters and throw out the system. She said she cannot say how we got here but she can say where we are – the data is getting converted. She reported that other counties use the same software and it works. She said the fiscally responsible choice is to finish the conversion and stay with the software. She said a fix is in place for the Treasurer's system to work with the Assessor's system; it has been tested and she believes it is ready to go live.

Ms. Amery said that when she came into her position in 2014 there was no plan, no notes for the new system. They converted in 2011 to Proval and only one-third of the

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data was converted. In 2013/2014 there were some glitches. She said they have made a lot of headway; reconciliations are happening and it is working well. She said she recommends staying with the current system and moving forward. Mr. Stone said that he supports Ms. Amery in this.

*****The Board was in consensus to support the Assessor's decision to retain the current tax software system.*****

Chair Hege said that the problem he sees is that even if the County were to go to the expense of switching to a different system, data would still need to be converted. He noted that this may not be the best system out there but it is adequate and the County does not need to incur the expense of another implementation and training.

Ms. Amery said that the purchase was about $317,000 to date; it may not be what she would have chosen but it is workable. She said that the transition would have gone more smoothly had there been a plan in place but much of the data would still have had to be entered by hand. She noted that the Proval side is the most complicated piece – other counties are using it, but each in their own way. She said staff will still need more training, but she believes the system will work and she wants to get it done.

Chair Hege said that after all the data is entered, the County may determine they want a change but it will be easier because the data will have been converted. Ms. Amery agreed and said that at that point what the County may consider is to upgrade to a newer, better version of what the current provider has.

Commissioner Runyon said that he would be reluctant to go forward with the current company for an upgrade.

Ms. Amery said that the current company has been very good to work with. She said that she believes the errors were on both sides – the County should have had a better plan and it was difficult to get information from the Treasurer. She said that the company has been on site and has been great.

Chair Hege said that there has been a negative view of the company but it may not have always been their error. Ms. Amery concurred and pointed out that what the County purchased was the basic product. She said she came to the Board today just to make sure everyone is on the same page.

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Chair Hege adjourned the session at 2:04 p.m.

Motions Passed

- **To approve Order #15-055 authorizing the relinquishment of County-owned property to the City of The Dalles Pursuant to ORS 271.330.**
- **To approve the Deed of Dedication from Wasco County to the City of The Dalles.**
- **To approve Quitclaim Deed from Wasco County to Jared B. Roark.**
- **To approve Order #15-052 authorizing relocation of easement over tax foreclosed property to Jared B. Roark and Dorthea C. Bayer, Trustee.**
- **To approve the Relinquishment of Easement Tax Lot 800, Roark; Tax Lots 600 & 801, Wasco County; Tax Lot 900 Bayer.**
- **To approve the Easement Agreement for valuable mutual consideration, Isaias Hernandez Jacob and Donagil Vidales, husband and wife (Grantors) and Wasco County (Grantor).**
- **To approve Quitclaim Deed from Wasco County to Gary and Beth Harn.**

Consensus

- **To form a Lands Committee to work on the disposal of current and future County-owned lands.**
- **To support the Assessor's decision to retain the current tax software system.**

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott Hege, Commission Chair

_____
Rod Runyon, County Commissioner

_____
Steve Kramer, County Commissioner

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Agenda Item
Creating Sanctuary

- Sanctuary Presentation
- Truth About Aces
- Aces Prevalence

Return to Agenda

WASCO COUNTY COURT

June 17, 2015

CREATING SANCTUARY in The Dalles and the Columbia River Gorge Region

sanctuary INSTITUTE

CREATING SANCTUARY

In the Columbia River Gorge

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OUR STORY

LAW ENFORCEMENT
EDUCATION
JUVENILE JUSTICE
CHILD WELFARE
MENTAL HEALTH

CORE MGT TEAM is FORMED

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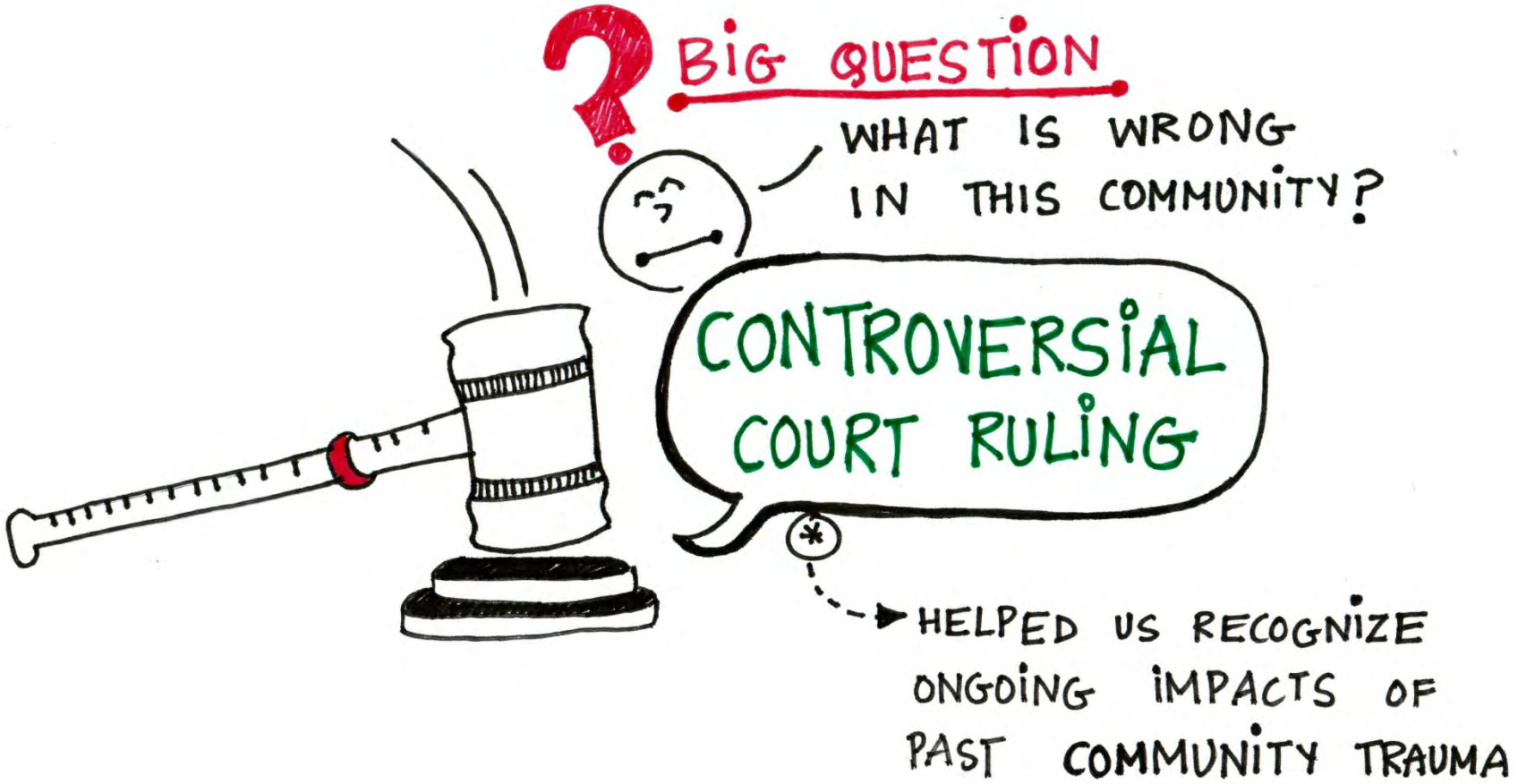
Then things really got tough. . . .



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The BIG "WHAT IF". . . .

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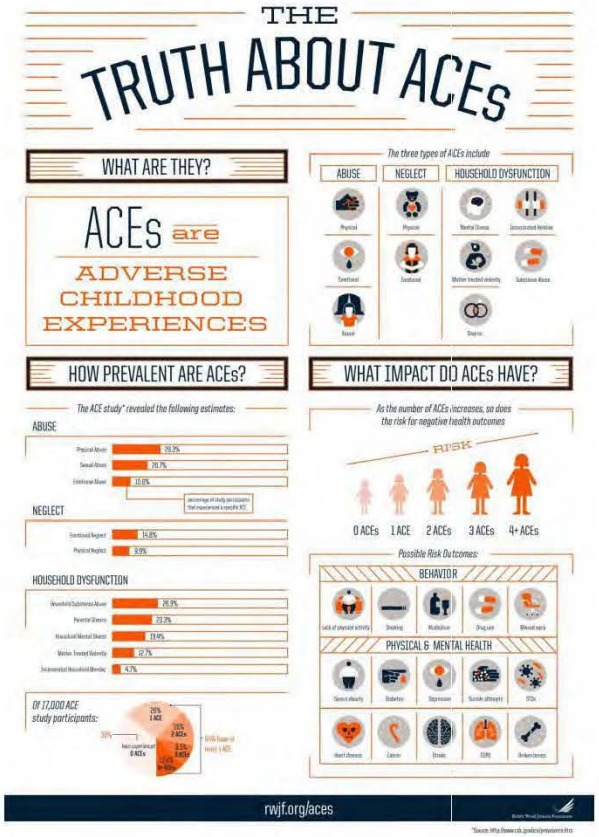
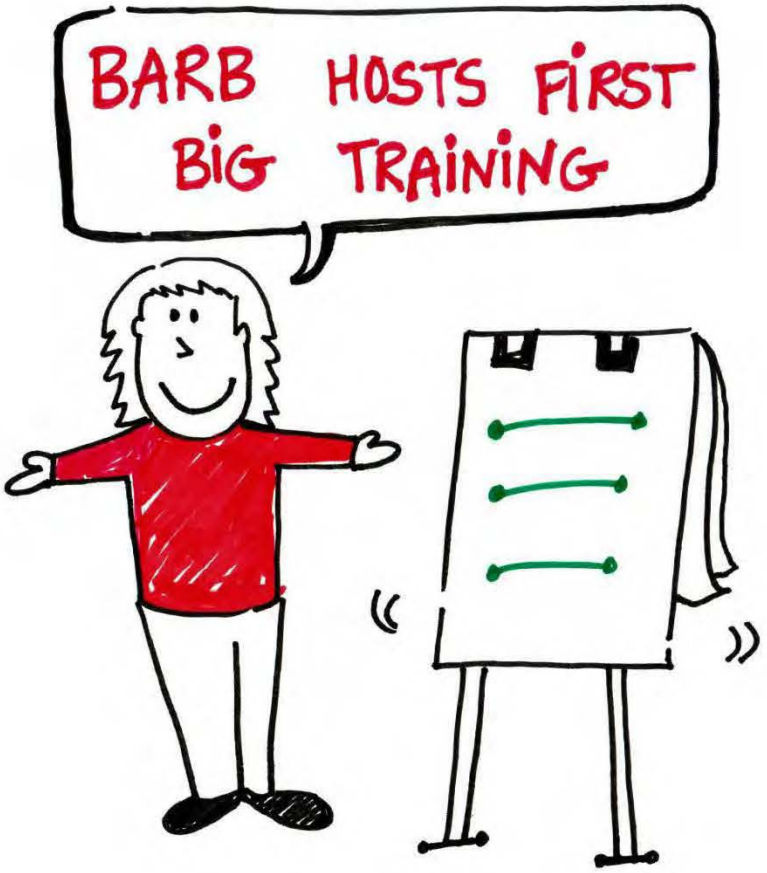
Confirmation. . .TRAUMA IS THE CENTRAL PROBLEM –





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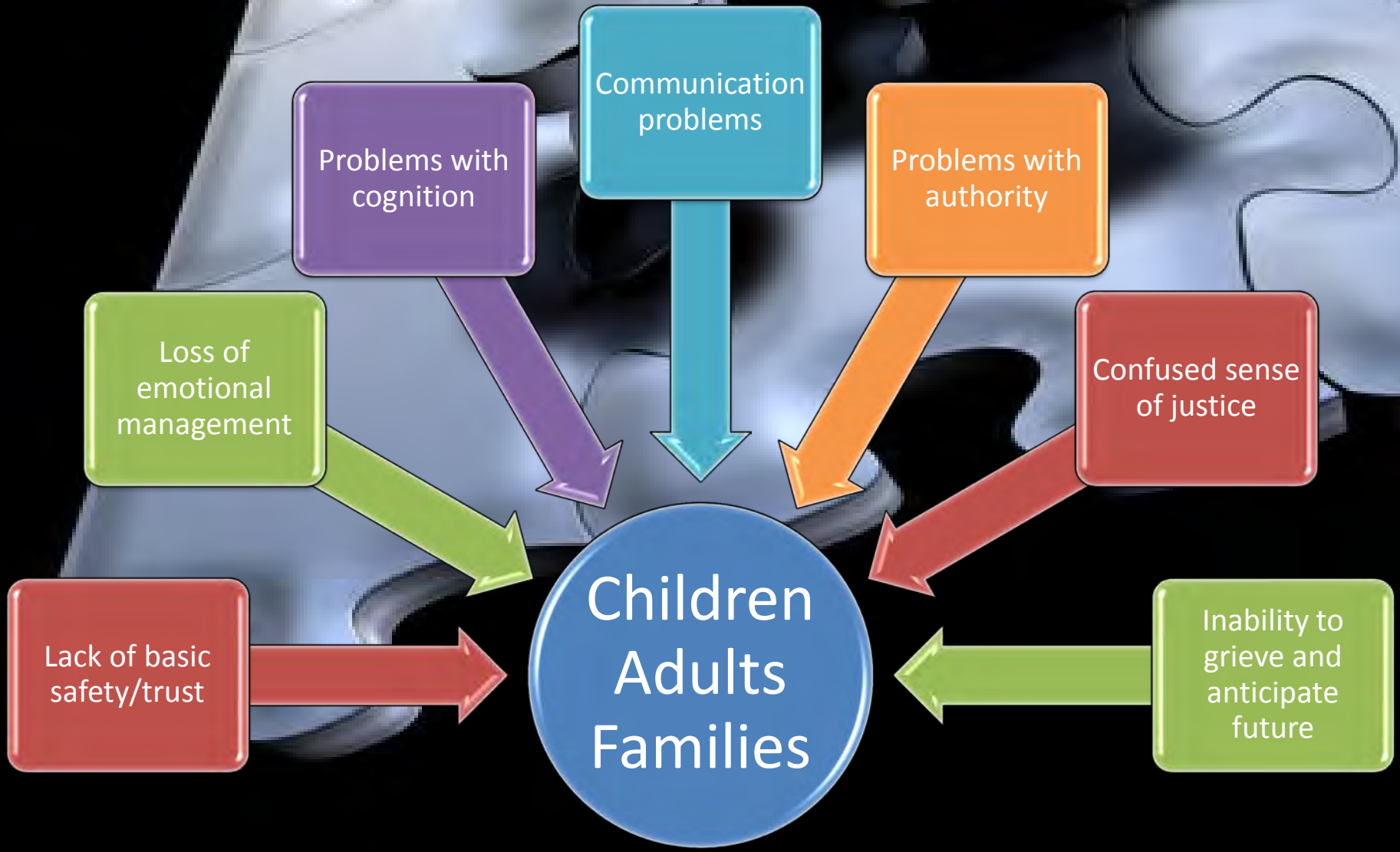

TRAUMA ORGANIZED PERSON

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PARALLEL PROCESS

Organizations, like individuals, are living, complex, adaptive systems and that being alive, they are vulnerable to stress, particularly chronic and repetitive stress.

Organizations, like individuals, can be traumatized and the result of traumatic experience can be as devastating for organizations as it is for individuals.

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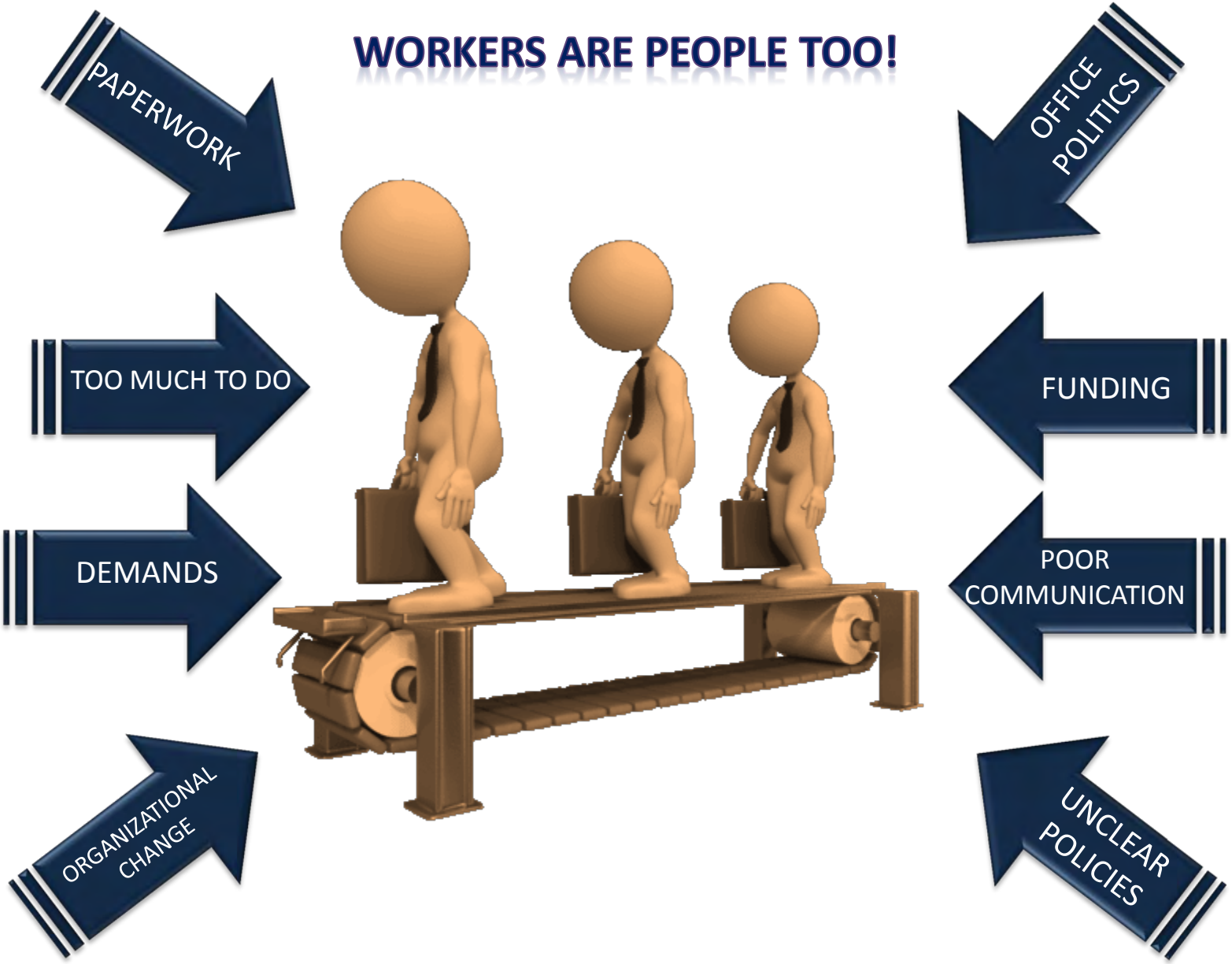
WORKERS ARE PEOPLE TOO!



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PARALLEL PROCESS

CLIENTS	STAFF	ORGANIZATION
Feel unsafe	Feel unsafe	Is unsafe
Aggressive	Punitive	Punitive
Helpless	Helpless	Stuck
Hopeless	Hopeless	Missionless
Hyperaroused	Hyperaroused	Crisis Driven
Fragmented	Fragmented	Fragmented
Overwhelmed	Overwhelmed	Overwhelmed
Confused	Confused	Valueless
Depressed	Demoralized	Directionless

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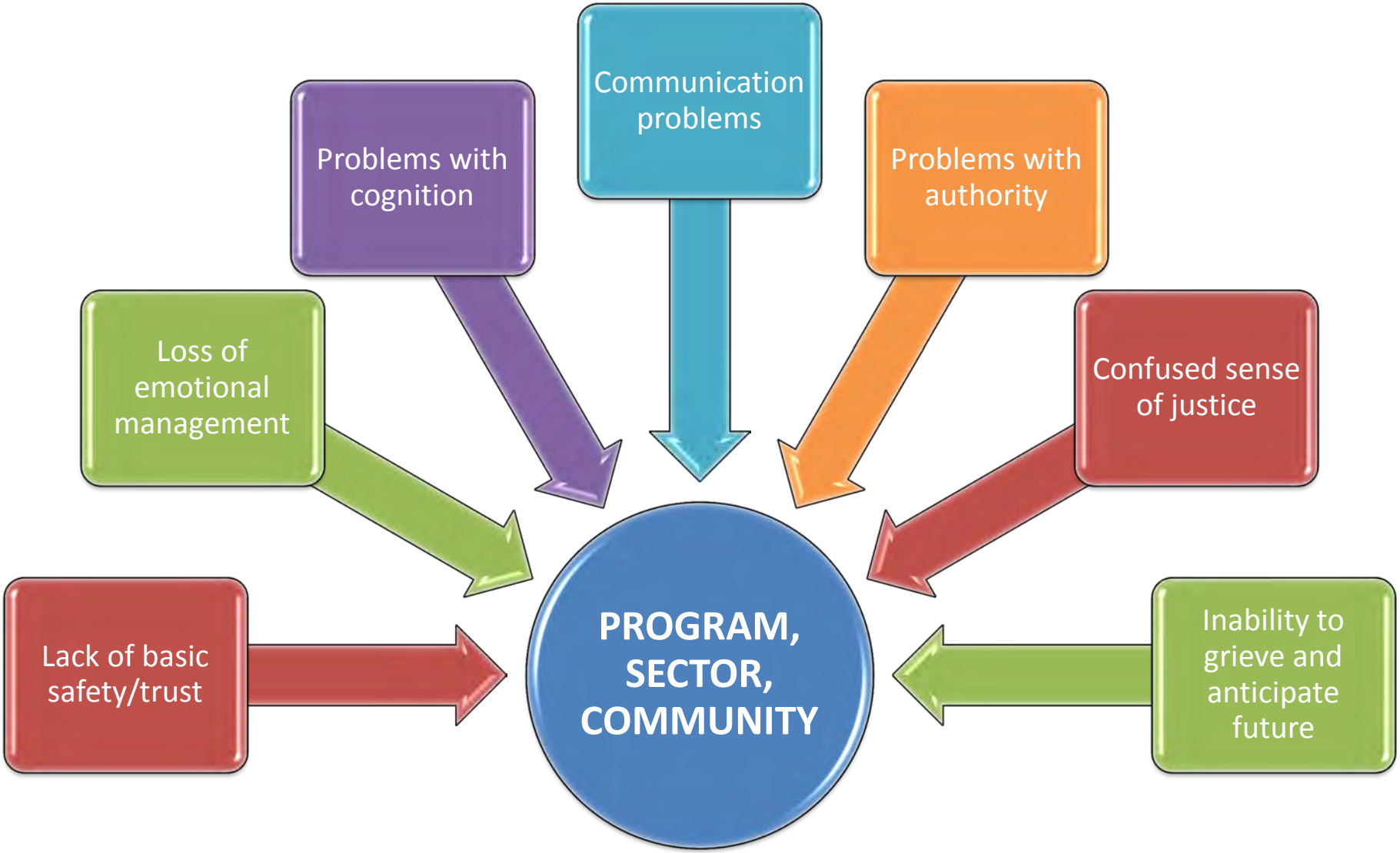

TRAUMA-ORGANIZED SYSTEM

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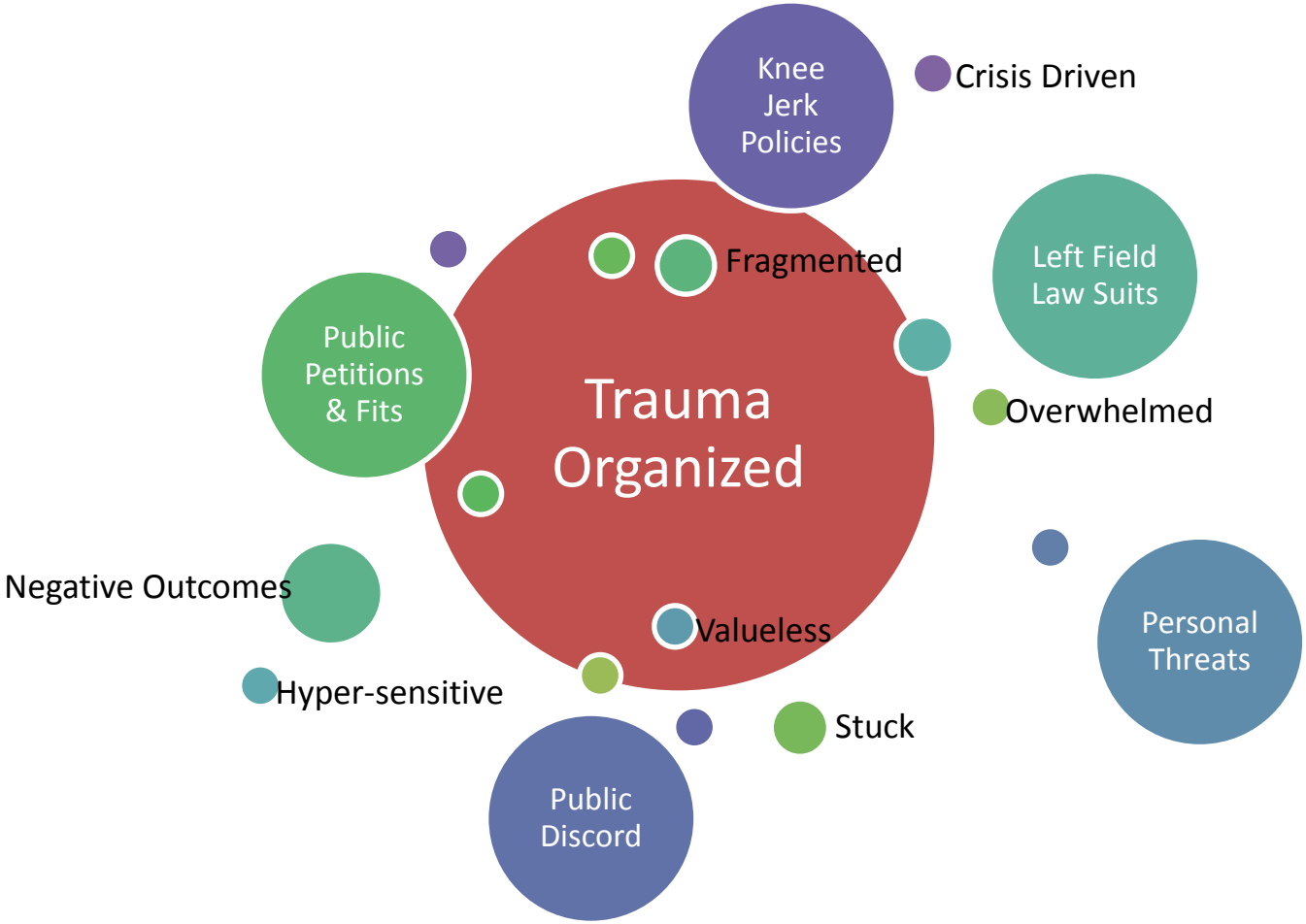
Signs and Symptoms of a Trauma Organized Community



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As a result, our systems frequently replicate the very experiences that have proven to be so toxic for the people we are supposed to help.

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PAVING A NEW ROAD

We Cannot Hope to Change the Lives of the people we serve, If We Cannot Change the Environments in Which Care and Intervention Takes Place

Return to Agenda

WHY SANCTUARY?

- OPERATING SYSTEM
- Application for multiple domains – Not WHAT you do -- But HOW you do it.
- Model for Culture SHIFT

CHANGING THE QUESTION to WHAT HAPPENED vs. WHAT's WRONG

Return to Agenda

WHAT IS SANCTUARY?

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TRAUMA THEORY

- What happens to human brains exposed to adversity and chronic stress
- What happens to workers exposed to adversity and chronic stress
- What happens to organizations exposed to adversity and chronic stress
- What happens to human service systems exposed to adversity and chronic stress

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SANCTUARY COMMITMENTS

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S.E.L.F.

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SANCTUARY TOOLKIT

A range of practical skills that enable individuals and organizations to:

- more effectively deal with difficult situations
- build community
- develop a deeper understanding of the effects of adversity and trauma
- build a common practice

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Our Community-Wide Implementation

1. "RANCH Meeting" – Trauma History Timeline for community and social service system.

2. Our SSHS Team sent representatives to 5-Day Training

3. SSHS Core Team acted as a Steering Committee. Each Organization committed to forming their own Core Teams and we developed a Community Core Team.

4. Organizations began working through Implementation Guide on their own and as a community we held several joint trainings and regular "learning circle groups."

5. Some organizations are working toward Certification, most organizations are working toward Tier Two status

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Collective Impact Strategies Stretch Resources

- Pocket Full of Feelings
- Collaborative Problem Solving
- Child Trauma Academy (Dr. Bruce Perry Book Clubs)
- Mental Health First Aid Training
- Nat’l Council on Behavioral Health Learning Community

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CURRENT COMMUNITY COLLABORATIVE PARTNERS

- North Wasco Co. School District
- Mid Columbia Center for Living
- Wasco Co. Youth Services
- OR DHS Child Welfare –Reg. #9
- NORCOR –Juvenile Detention (TOOLS PROGRAM)
- Haven from Domestic Violence
- Mid Columbia Children's Council (Head Start)
- Helping Hands Against Domestic Violence

CURRENT COMMUNITY SUPPORTIVE PARTNERS

- North Central Public Health Dist.
- Hood River Public Health
- Next Door, Inc.
- Sherman Co. Youth Services Dept.
- Hood River Prevention Coalition
- Hood River Co. School Dist.
- Oregon Child Development Coalition
- Wasco Co. OSU Extension 4-H
- Youth Empowerment Shelter
- Youth THINK –ATOD Prev. Coal.

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What's NEXT. . .

- Creating Sanctuary in the Columbia River Gorge Training Consortium
- Expansion of Training Options
- Outreach to General Population
- Formal Evaluation

Return to Agenda

THANK YOU

CREATING SANCTUARY
in the
Columbia River Gorge

Contact:
Trudy Townsend
541-993-2753

www.createsanctuary.org

www.sanctuaryinstitute.org

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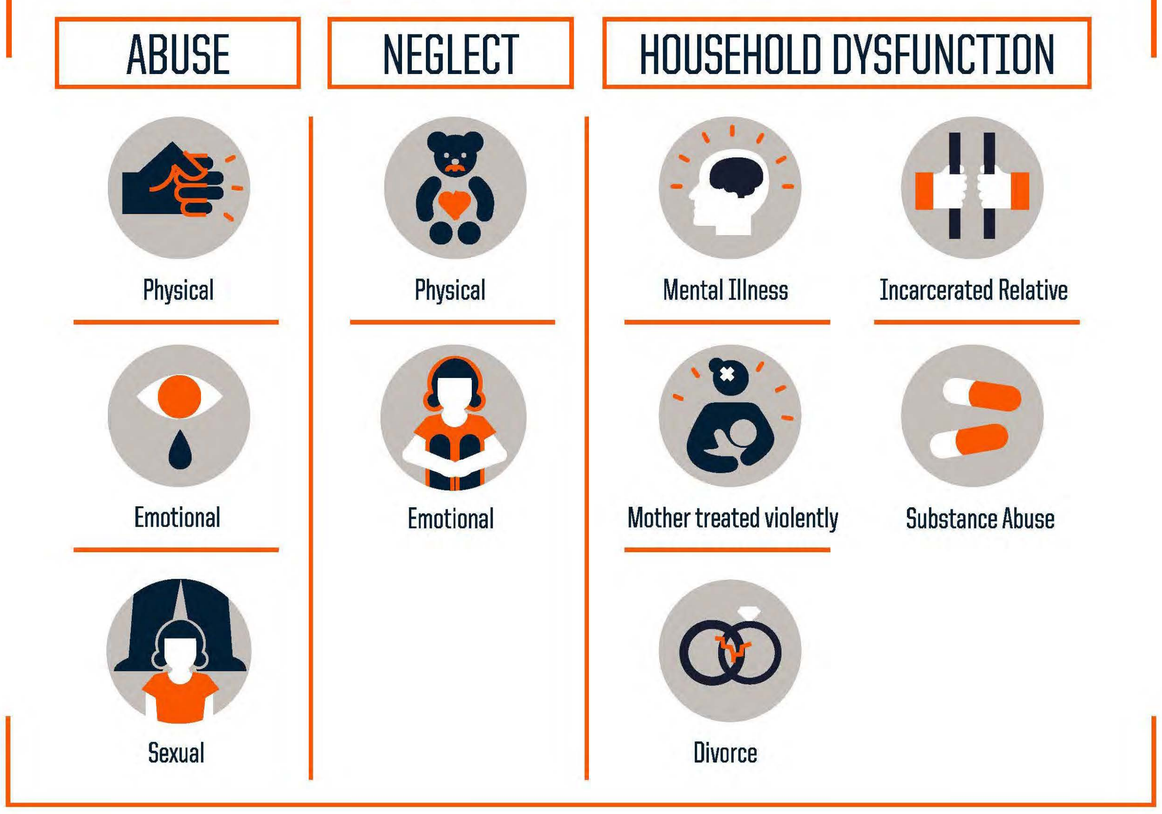
THE TRUTH ABOUT ACEs

WHAT ARE THEY?

ACEs are ADVERSE CHILDHOOD EXPERIENCES

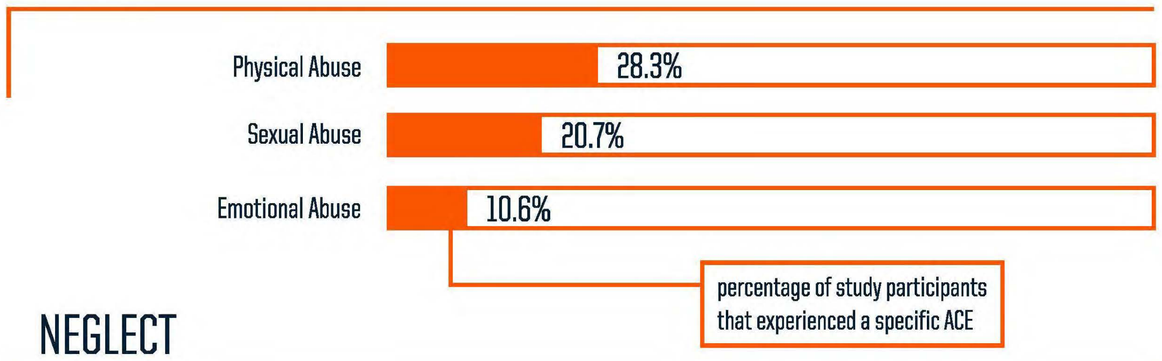
The three types of ACEs include



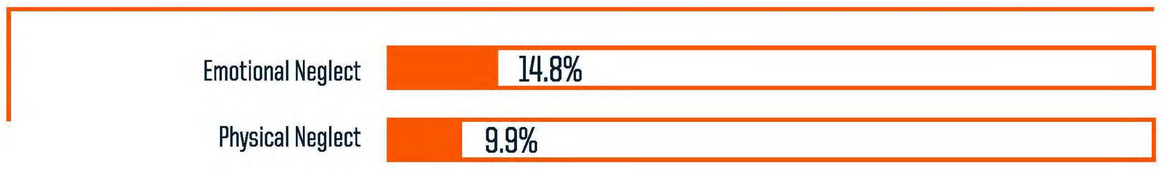
HOW PREVALENT ARE ACEs?

The ACE study revealed the following estimates:*

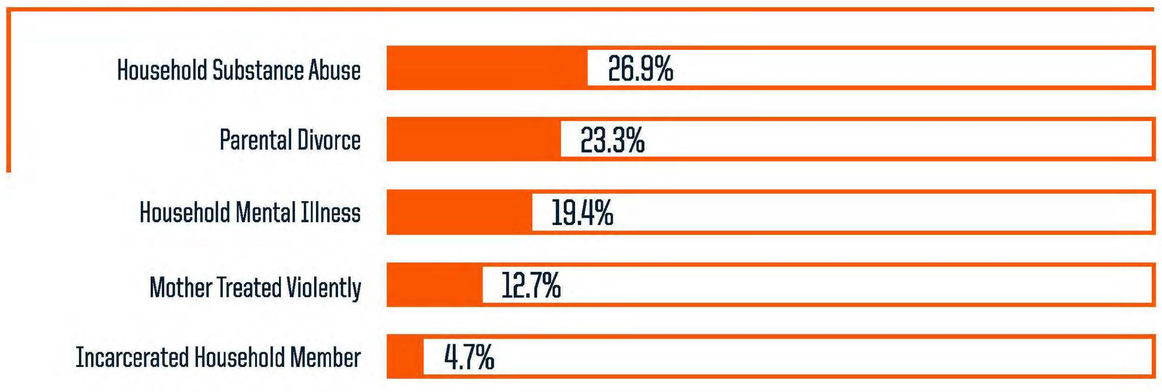
ABUSE



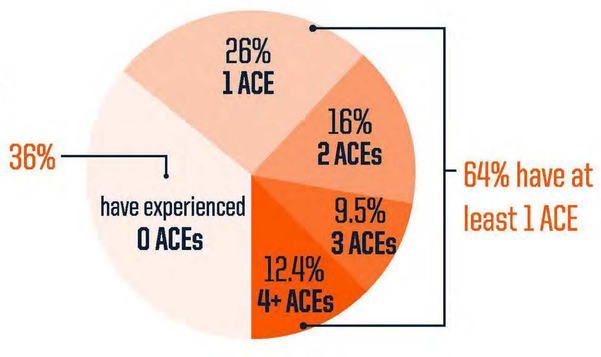
NEGLECT



HOUSEHOLD DYSFUNCTION

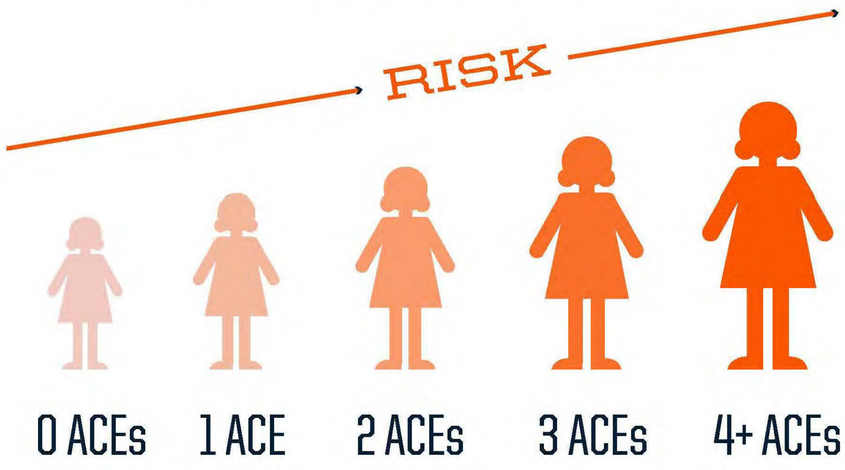


Of 17,000 ACE study participants:

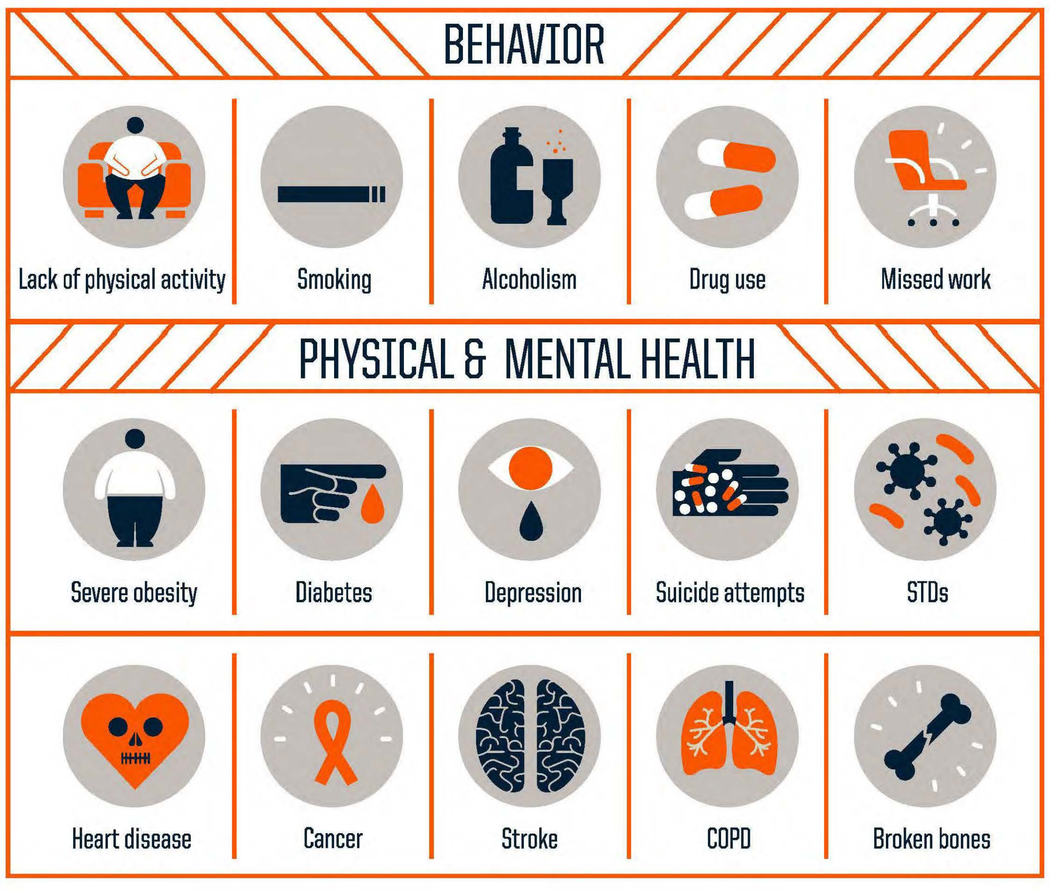


WHAT IMPACT DO ACEs HAVE?

As the number of ACEs increases, so does the risk for negative health outcomes



Possible Risk Outcomes:



rwjf.org/aces

Robert Wood Johnson Foundation

*Source: http://www.cdc.gov/ace/prevalence.htm

ACEs Prevalence, Scores, and Health Outcomes

Behavioral Risk Factor Surveillance System (BRFSS) 2011 & 2013

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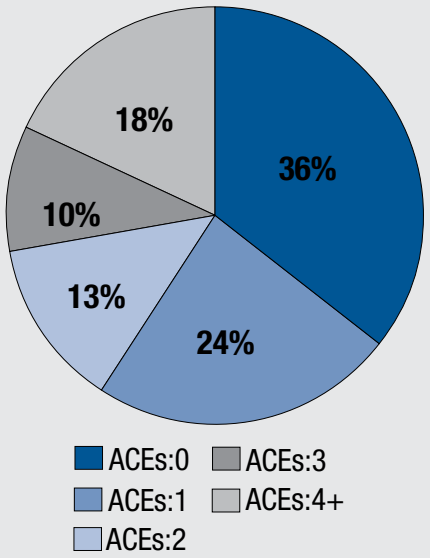
Adverse childhood experiences (ACEs) is a phrase used to describe abuse, violence and distressed family environments of children under the age of eighteen. ACEs include physical, sexual and emotional abuse; household substance abuse; adult mental illness; separated, divorced and/or incarcerated parents; and intimate partner violence.

ACEs are interrelated and common among adults. ACEs are associated with negative health outcomes including depression, obesity, diabetes, cardiovascular disease, asthma and others.

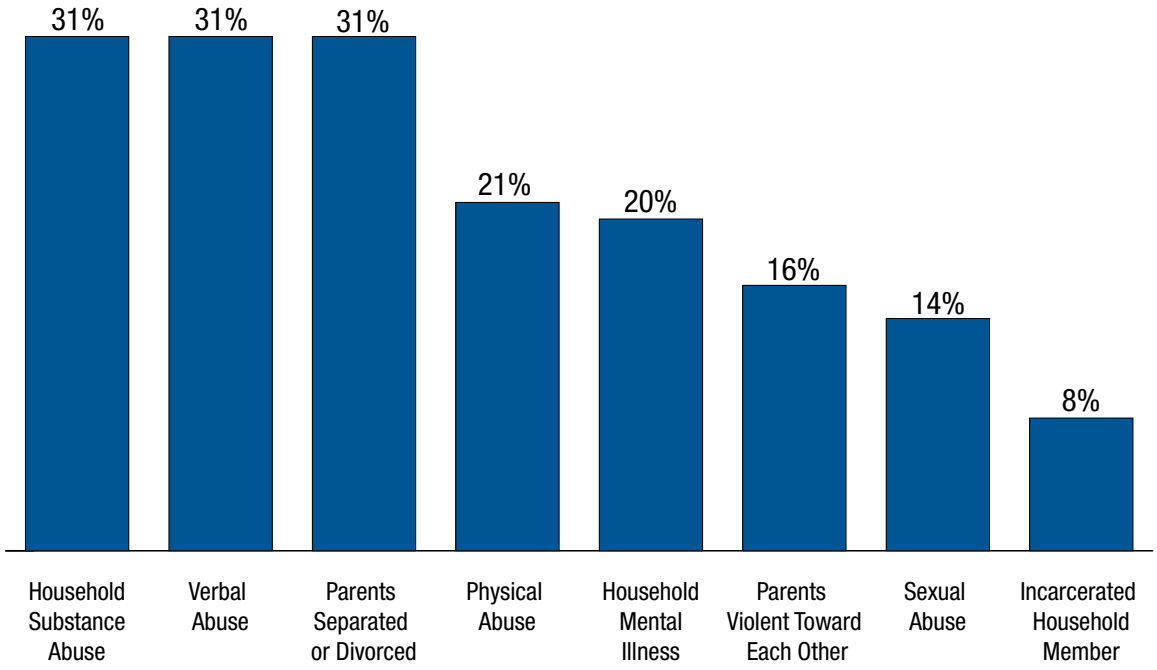
ACEs data were collected in the Oregon 2011 and 2013 Behavioral Risk Factor Surveillance System Survey (BRFSS) and combined for this report. BRFSS is a state-based system of health surveys conducted over the phone. These surveys collect information on demographics, health status, well-being, health behaviors, risks for chronic diseases and injuries, preventive health practices and access to health care and support services.[1]

Eleven questions were asked and combined into eight ACEs categories. Analysis showed how many ACEs Oregonians experienced and their association with health outcomes.

How many ACEs do Oregonians experience?



Prevalence of individual ACEs in Oregon, 2011 & 2013



Due to the sensitive nature of these questions, not all survey respondents answered each question. The percentage represents the weighted percent of the positive responses among those who provided a response for that ACE category.

[1] *Centers for Disease Control and Prevention. Adverse Childhood Experiences (ACEs) Study. http://cdc.gov/ace*

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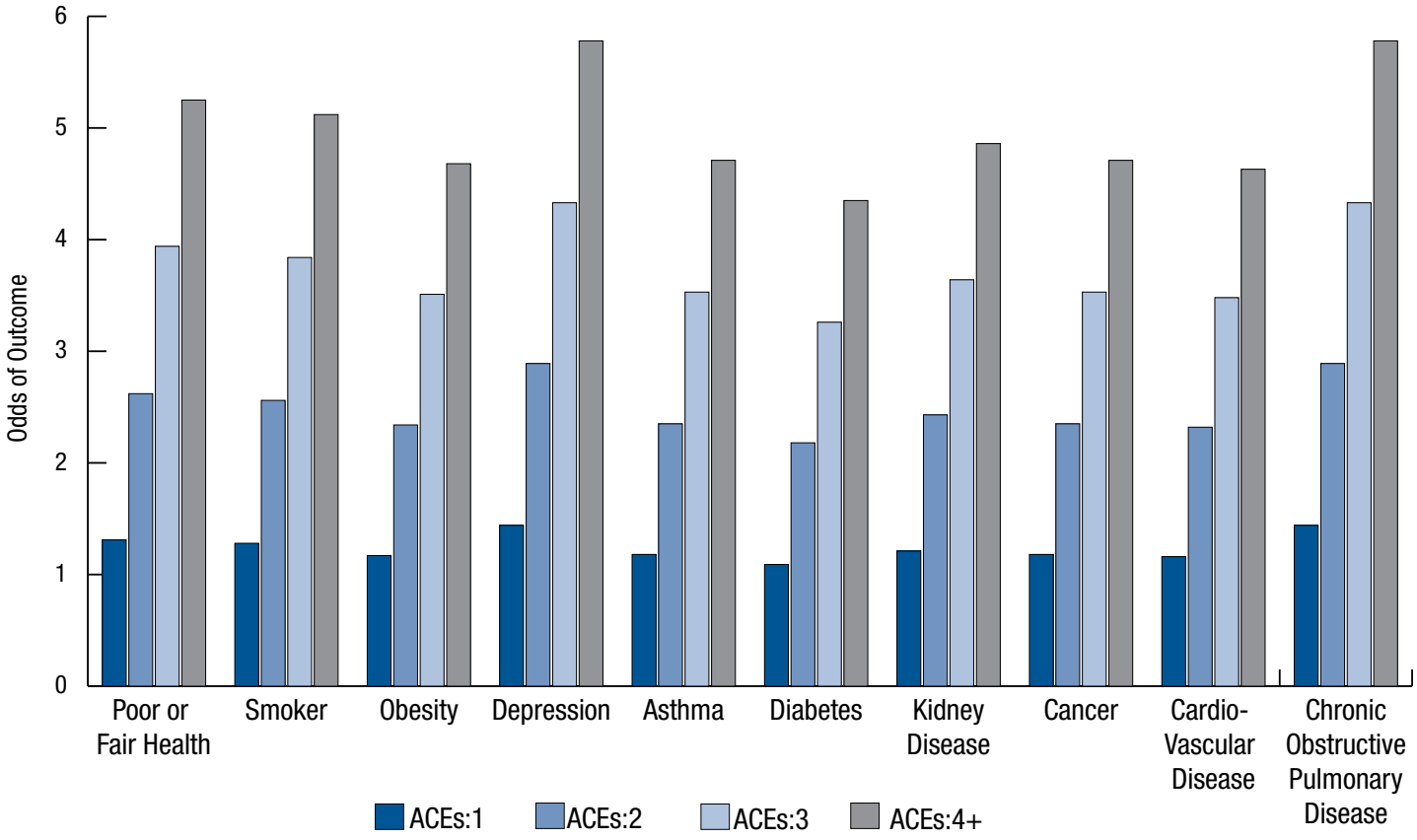
The association between ACEs and health outcomes in Oregon, 2011 & 2013



This table highlights the relationship between the number of ACEs experienced and associated health outcomes. This analysis controlled for sociodemographics including age, sex, education, poverty, race and ethnicity, and for smoking for chronic obstructive pulmonary disease and cardiovascular disease.

ACEs patterns in the 2011 & 2013 BRFSS data:

- People who lived in poverty experienced at least one ACE more often than the rest of the population. Half of those who lived in poverty reported experiencing 3 or more ACEs, a rate that was twice as high as the rest of the population. (Poverty was characterized as an annual household income of less than $11,490 for an individual or $23,550 for a family of four).
- People with less education experienced a larger number of ACEs than those with more education. People with an 11th grade education or less reported the highest rate of experiencing 4 or more ACEs.

For more information, contact:
Beth Gebstadt, MPH
Maternal and Child Health System and Policy Analyst
Office: 971.763.1495
Fax: 971.673.0240
beth.gebstadt@state.or.us

Oregon Health Authority
PUBLIC HEALTH DIVISION
CENTER FOR PREVENTION & HEALTH PROMOTION
Maternal and Child Health Section

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Agenda Item
Annual Insurance Report

- SAIF Premium Estimate for Guaranteed Cost Plan
- CIS Liability Risk Summary
- CIS Property and/or Liability Proposal Summary
- CIS Excess Crime Coverage Proposal
- CIS Excess Crime Coverage Application

Return to Agenda

Workers' compensation insurance proposal for

WASCO COUNTY

MIKE COURTNEY
COURTNEY INSURANCE AGENCY INC
P: 541.296.4604
F: 541.298.5351
mike@courtneyinsure.com

Return to Agenda

www.saif.com

May 30, 2015

MIKE COURTNEY
PO BOX 580
THE DALLES, OR 97058-0580

Re: WASCO COUNTY Policy: 482892

Dear MIKE COURTNEY:

This business's workers' compensation policy with SAIF Corporation renews on 07/01/2015. I authorized the rates and plan(s) shown on the enclosed premium estimate(s).

To elect coverage

Sign and return the *Notice of Election* before the effective date of 07/01/2015.

To elect a premium prepayment discount

Remit the first payment to SAIF by 07/10/2015 along with the enclosed prepay installment form. The business will not receive the prepay discount if the payment is late.

Verifiable time records

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, timecards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, go to *saif.com / Employer Guide / Reporting payroll / Verifiable time records*.

SAIF Corporation strives to provide our customers with the best services available at the lowest possible cost. We appreciate your confidence in us and look forward to working with you and our mutual customers to achieve this goal. Please feel free to contact me whenever you need assistance.

Sincerely,

Deserie Staats
Underwriter
P: 503.373.8833 or 800.285.8525
F: 503.584.8833
dessta@saif.com

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.373.8020

Return to Agenda

WASCO COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892

Plan: 1

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	$55,185	5.06	$2,792
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	$639,444	6.81	$43,546
7720	Police Officers & Dr	$1,240,400	2.90	$35,972
8380	City/County-Veh/Equip Repr Shop-Dr	$92,075	3.29	$3,029
8742	Field Representatives	$55,455	.26	$144
8810	Office Clerical	$1,842,859	.15	$2,764
8820	Attorney & Cler/Messenger/Dr	$462,631	.15	$694
9015	Buildings-Ops By Owner/Lessee & Drivers	$158,405	3.17	$5,021
9016	County Fairs/Dr	$23,052	2.65	$611
9101	College/Schools-Al Other Emp	$47,578	3.51	$1,670
9410	Municipal/Twn/Cnty/State Emp-Noc	$984,011	1.50	$14,760
0042	Street/Rd Beautificatn Incl Dr	$0	5.59	$0
5213	Concrete Construction Noc	$0	4.97	$0
5507	Street/Rd Const-Rdbed/Subase-Dr	$0	4.73	$0
5508	Street/Rd Const-Rock Excav-Dr	$0	12.61	$0
7024 M	Vessels-Noc-State Act	$0	4.50	$0
7720	Police Matrons/Juvenile Officers/Dr	$0	2.90	$0
7720	County Search And Rescue- Volunteer	$0	2.90	$0
7720	Inmates @ 9.10/Hr Ea	$0	2.90	$0
8411	Vol Dpty Sheriff @3400/Mo Ea	$0	1.32	$0
8831	Dog Pounds-Incl Dog Catcher/Dr	$0	1.43	$0
8832	Physician & Clerical	$0	.38	$0
8835	Nurse-Home Health/Publc-Trvl-Al Emp	$0	3.53	$0
9102	Park Noc-All Employees & Dr	$0	3.36	$0
9402	Highwy Oper/Snow Remvl Only/Dr	$0	5.03	$0
7720	Vol Emergency Management VOL@$9.10/hour	$0	2.90	$0
7720	Vol Explorer Scouts VOL@$9.10/hour	$0	2.90	$0
7720	Vol Police Cadet VOL@$9.10/hour	$0	2.90	$0
8810	Vol Election Poll Workers VOL@$9.10/hour	$0	.15	$0
8835	Vol Health Care Workers VOL@$9.10/hour	$0	3.53	$0
	Total Payroll	$5,601,095		
	Manual Premium			$111,004
	Experience Rating Modification		x	.81
	Modified Premium			$89,913
	Balance to Minimum Premium Maritime		+	$100
	Standard Premium			$90,013
	Premium Discount		-	$12,237
	Discounted Premium			$77,776

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WASCO COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892

Plan: 1

Terrorism Premium	+	$560
Catastrophe Premium	+	$560
DCBS Premium Assessment @ 6.2%	+	$4,885
Total Premiums and Assessments		$83,782

Premium discount schedule		
First	$3,500	0.0%
Next	$14,500	10.0%
Next	$82,000	15.0%
Over	$100,000	16.5%

Payroll Reporting Frequency: Monthly
Maritime coverage at limit of $500,000 with $100 minimum premium.
Terrorism premium = total payroll / 100 x .01
Catastrophe premium = total payroll / 100 x .01
DCBS Premium Assessment excludes federal premium.
Premium and rating factors will change on your anniversary rating date to those in effect at that time.
Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.

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WASCO COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892

Plan: 2

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	$55,185	5.06	$2,792
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	$639,444	6.81	$43,546
7720	Police Officers & Dr	$1,240,400	2.90	$35,972
8380	City/County-Veh/Equip Repr Shop-Dr	$92,075	3.29	$3,029
8742	Field Representatives	$55,455	.26	$144
8810	Office Clerical	$1,842,859	.15	$2,764
8820	Attorney & Cler/Messenger/Dr	$462,631	.15	$694
9015	Buildings-Ops By Owner/Lessee & Drivers	$158,405	3.17	$5,021
9016	County Fairs/Dr	$23,052	2.65	$611
9101	College/Schools-Al Other Emp	$47,578	3.51	$1,670
9410	Municipal/Twn/Cnty/State Emp-Noc	$984,011	1.50	$14,760
0042	Street/Rd Beautificatn Incl Dr	$0	5.59	$0
5213	Concrete Construction Noc	$0	4.97	$0
5507	Street/Rd Const-Rdbed/Subase-Dr	$0	4.73	$0
5508	Street/Rd Const-Rock Excav-Dr	$0	12.61	$0
7024 M	Vessels-Noc-State Act	$0	4.50	$0
7720	Police Matrons/Juvenile Officers/Dr	$0	2.90	$0
7720	County Search And Rescue- Volunteer	$0	2.90	$0
7720	Inmates @ 9.10/Hr Ea	$0	2.90	$0
8411	Vol Dpty Sheriff @3400/Mo Ea	$0	1.32	$0
8831	Dog Pounds-Incl Dog Catcher/Dr	$0	1.43	$0
8832	Physician & Clerical	$0	.38	$0
8835	Nurse-Home Health/Publc-Trvl-Al Emp	$0	3.53	$0
9102	Park Noc-All Employees & Dr	$0	3.36	$0
9402	Highwy Oper/Snow Remvl Only/Dr	$0	5.03	$0
7720	Vol Emergency Management VOL@$9.10/hour	$0	2.90	$0
7720	Vol Explorer Scouts VOL@$9.10/hour	$0	2.90	$0
7720	Vol Police Cadet VOL@$9.10/hour	$0	2.90	$0
8810	Vol Election Poll Workers VOL@$9.10/hour	$0	.15	$0
8835	Vol Health Care Workers VOL@$9.10/hour	$0	3.53	$0

Total Payroll	$5,601,095		
Manual Premium			$111,004
Experience Rating Modification		x	.81
Modified Premium			$89,913
Quarterly Prepay Discount (2.5%)		-	$2,247
Balance to Minimum Premium Maritime		+	$100
Standard Premium			$87,767
Premium Discount		-	$11,900

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WASCO COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892

Plan: 2

Discounted Premium		$75,867
Terrorism Premium	+	$560
Catastrophe Premium	+	$560
DCBS Premium Assessment @ 6.2%	+	$4,767
Total Premiums and Assessments		$81,754
Quarterly Prepay Installment		$20,438

Premium discount schedule		
First	$3,500	0.0%
Next	$14,500	10.0%
Next	$82,000	15.0%
Over	$100,000	16.5%

Payroll Reporting Frequency: Annual
Maritime coverage at limit of $500,000 with $100 minimum premium.
Terrorism premium = total payroll / 100 x .01
Catastrophe premium = total payroll / 100 x .01
DCBS Premium Assessment excludes federal premium.
Premium and rating factors will change on your anniversary rating date to those in effect at that time.
Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.

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WASCO COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892

Plan: 3

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	$55,185	5.06	$2,792
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	$639,444	6.81	$43,546
7720	Police Officers & Dr	$1,240,400	2.90	$35,972
8380	City/County-Veh/Equip Repr Shop-Dr	$92,075	3.29	$3,029
8742	Field Representatives	$55,455	.26	$144
8810	Office Clerical	$1,842,859	.15	$2,764
8820	Attorney & Cler/Messenger/Dr	$462,631	.15	$694
9015	Buildings-Ops By Owner/Lessee & Drivers	$158,405	3.17	$5,021
9016	County Fairs/Dr	$23,052	2.65	$611
9101	College/Schools-Al Other Emp	$47,578	3.51	$1,670
9410	Municipal/Twn/Cnty/State Emp-Noc	$984,011	1.50	$14,760
0042	Street/Rd Beautificatn Incl Dr	$0	5.59	$0
5213	Concrete Construction Noc	$0	4.97	$0
5507	Street/Rd Const-Rdbed/Subase-Dr	$0	4.73	$0
5508	Street/Rd Const-Rock Excav-Dr	$0	12.61	$0
7024 M	Vessels-Noc-State Act	$0	4.50	$0
7720	Police Matrons/Juvenile Officers/Dr	$0	2.90	$0
7720	County Search And Rescue- Volunteer	$0	2.90	$0
7720	Inmates @ 9.10/Hr Ea	$0	2.90	$0
8411	Vol Dpty Sheriff @3400/Mo Ea	$0	1.32	$0
8831	Dog Pounds-Incl Dog Catcher/Dr	$0	1.43	$0
8832	Physician & Clerical	$0	.38	$0
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9402	Highwy Oper/Snow Remvl Only/Dr	$0	5.03	$0
7720	Vol Emergency Management VOL@$9.10/hour	$0	2.90	$0
7720	Vol Explorer Scouts VOL@$9.10/hour	$0	2.90	$0
7720	Vol Police Cadet VOL@$9.10/hour	$0	2.90	$0
8810	Vol Election Poll Workers VOL@$9.10/hour	$0	.15	$0
8835	Vol Health Care Workers VOL@$9.10/hour	$0	3.53	$0
	Total Payroll	$5,601,095		
	Manual Premium			$111,004
	Experience Rating Modification		x	.81
	Modified Premium			$89,913
	Annual Prepay Discount (4.0%)		-	$3,598
	Balance to Minimum Premium Maritime		+	$100
	Standard Premium			$86,416
	Premium Discount		-	$11,697

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WASCO COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892

Plan: 3

Discounted Premium		$74,718
Terrorism Premium	+	$560
Catastrophe Premium	+	$560
DCBS Premium Assessment @ 6.2%	+	$4,696
Total Premiums and Assessments		$80,534
Annual Prepay Installment		$80,534

Premium discount schedule		
First	$3,500	0.0%
Next	$14,500	10.0%
Next	$82,000	15.0%
Over	$100,000	16.5%

Payroll Reporting Frequency: Annual
Maritime coverage at limit of $500,000 with $100 minimum premium.
Terrorism premium = total payroll / 100 x .01
Catastrophe premium = total payroll / 100 x .01
DCBS Premium Assessment excludes federal premium.
Premium and rating factors will change on your anniversary rating date to those in effect at that time.
Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.

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WASCO COUNTY

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892
Plan: 1

Agency: COURTNEY INSURANCE AGENCY INC
Producer: MIKE COURTNEY

Premium Estimate:

Modified premium	$89,913
Standard premium	$90,013
Premium discount	$12,237
Total premiums and assessments	$83,782

Payroll reporting frequency: Monthly

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000

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WASCO COUNTY

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892
Plan: 2

Agency: COURTNEY INSURANCE AGENCY INC
Producer: MIKE COURTNEY

Premium Estimate:

Modified premium	$89,913
Quarterly prepay discount (2.5%)	$2,247
Standard premium	$87,767
Premium discount	$11,900
Total premiums and assessments	$81,754

Payroll reporting frequency: Annual

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000

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WASCO COUNTY

Prepay Installment

Period: 07/01/2015 - 07/01/2016

Policy: 482892
Plan: 2

Please return this page with remittance.

Quarterly prepay installment due by 07/10/2015: $20,438

Write the quote or policy number indicated in this document on your check. Make check or money order payable to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000

SAIF use only				DESSTA	
Date received		Amount received		Check no.	
Bond Company		Bond no.			

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WASCO COUNTY

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016

Policy: 482892
Plan: 3

Agency: COURTNEY INSURANCE AGENCY INC
Producer: MIKE COURTNEY

Premium Estimate:

Modified premium	$89,913
Annual prepay discount (4.0%)	$3,598
Standard premium	$86,416
Premium discount	$11,697
Total premiums and assessments	$80,534

Payroll reporting frequency: Annual

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000

Return to Agenda

WASCO COUNTY

Prepay Installment

Period: 07/01/2015 - 07/01/2016

Policy: 482892
Plan: 3

Please return this page with remittance.

Annual prepay installment due by 07/10/2015: $80,534

Write the quote or policy number indicated in this document on your check. Make check or money order payable to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000

SAIF use only				DESSTA	
Date received		Amount received		Check no.	
Bond Company		Bond no.			

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WASCO COUNTY

Plan description for Guaranteed Cost Plan

Period: 07/01/2015 - 07/01/2016 Policy: 482892

Guaranteed Cost Plan

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

Premium payment terms – Plan 1

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to saif.com to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

Your premium, including the terrorism premium, catastrophe premium, and the Department of Consumer and Business Services premium assessment, is payable with each payroll report.

SAIF adds interest at the rate of one percent per month to any past due balance.

The Prepay advantage and payment terms - Plan 2, 3

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 4 percent discount is offered for annual prepay plans and a 2.5 percent discount is offered for quarterly prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount even when your standard premium changes during the policy period.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 10th day of the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

If you choose a quarterly prepay, the estimated premium will be billed in four equal installments. Subsequent quarterly installments are due by the 25th day following the bill date of the installment.

Because the prepayment installments are based on estimated payroll and premium, your final premium, including terrorism and catastrophe premiums and DCBS premium assessment, cannot be determined until you report the actual subject payroll. A payroll report will be sent to you at the end of the policy year. SAIF must receive your completed payroll report by the indicated due date or you may go to saif.com to submit your payroll online. We will calculate the premium and assessment amounts and compare them to the payments you made based on the estimate. We will then send you a reconciliation statement showing the difference in these two amounts.

SAIF adds interest at the rate of one percent per month to any past due balance.

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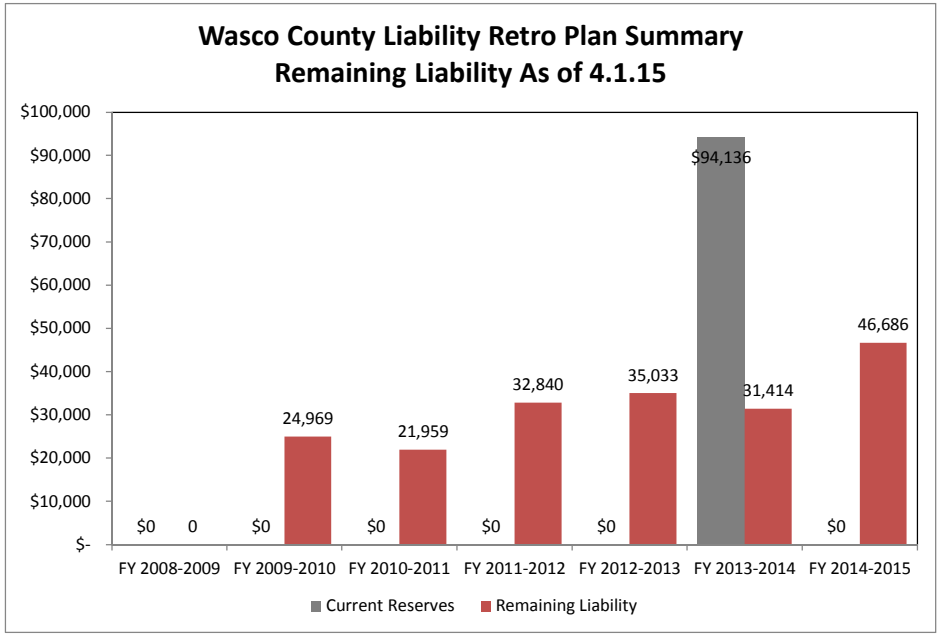
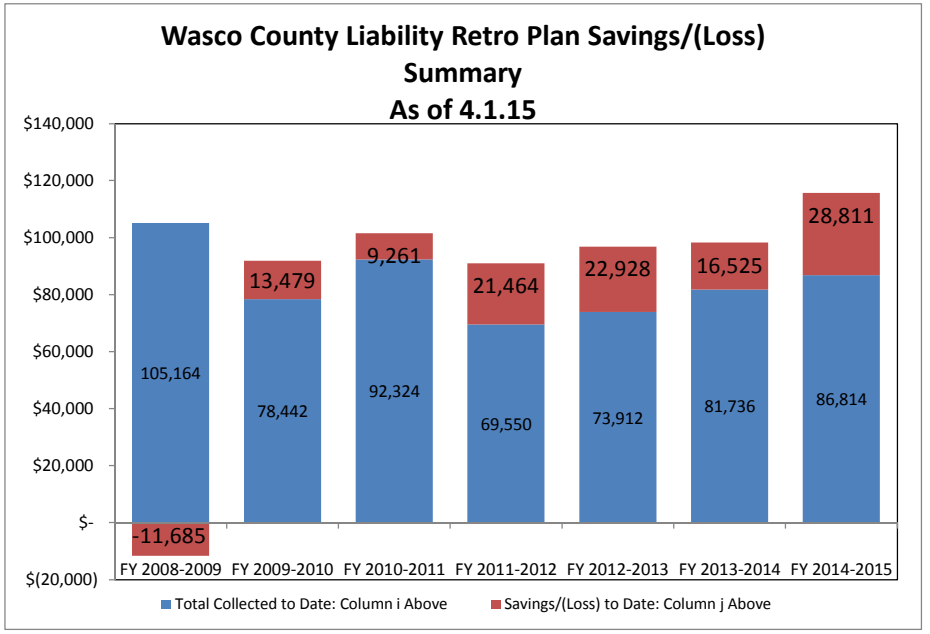
CITYCOUNTY INSURANCE SERVICES
LIABILITY RISK SHARING POOL
DEFERRED PREMIUM AND DEDUCTIBLES
Summary as of 4.1.15

Wasco County

		PAID Losses April 1, 2015 a	INCURRED Losses April 1, 2015 b	Projected Deductible Collected as of April 1, 2015 c	Estimated Future Collections based on Incurred d	GL/AL POOL CONTRIBUTION e	DEDUCTIBLE f	Initial Contribution g	Remaining Liability h (f-c)	Total collected to date i (c+g)	Savings to date* j (e-i)	Total Retro Maximum Cost k (h+i)	Max Liability Over Guarantee l (k-e)	Initial Cost Savings m (e-g)
Retro Plan	FY 2008-2009	$ 101,028.70	$ 101,028.70	$ 35,055.00	$ -	$ 93,478.60	$ 35,055.00	$ 70,108.60	$ -	$ 105,163.60	$ (11,685.00)	$ 105,163.60	$ 11,685.00	$ 23,370.00
Retro Plan	FY 2009-2010	9,501.42	9,501.42	$ 9,501.42	$ -	91,920.35	34,470.00	68,940.35	$ 24,968.58	$ 78,441.77	$ 13,478.58	$ 103,410.35	$ 11,490.00	$ 22,980.00
Retro Plan	FY 2010-2011	16,135.04	16,135.04	$ 16,135.04	$ -	101,584.52	38,094.00	76,188.52	$ 21,958.96	$ 92,323.56	$ 9,260.96	$ 114,282.52	$ 12,698.00	$ 25,396.00
Retro Plan	FY 2011-2012	1,289.87	1,289.87	$ 1,289.87	$ -	91,014.07	$ 34,130.00	68,260.07	$ 32,840.13	$ 69,549.94	$ 21,464.13	$ 102,390.07	$ 11,376.00	$ 22,754.00
Retro Plan	FY 2012-2013	1,282.48	1,282.48	$ 1,282.48	$ -	96,839.37	$ 36,315.00	72,629.37	$ 35,032.52	$ 73,911.85	$ 22,927.52	$ 108,944.37	$ 12,105.00	$ 24,210.00
Retro Plan	FY 2013-2014	8,289.55	102,426.00	$ 8,289.55	$ 31,414.45	98,261.02	$ 39,704.00	73,446.02	$ 31,414.45	$ 81,735.57	$ 16,525.45	$ 113,150.02	$ 14,889.00	$ 24,815.00
Retro Plan	FY 2014-2015	980.80	980.80	$ 980.80	$ -	115,625.17	$ 47,667.00	85,833.17	$ 46,686.20	$ 86,813.97	$ 28,811.20	$ 133,500.17	$ 17,875.00	$ 29,792.00
	TOTAL				31,414.45				192,900.84		$ 100,782.84			





Return to Agenda

Property and/or Liability Proposal Summary

citycounty insurance services

Member

Wasco County
511 Washington St. Room 101
The Dalles, OR 97058

Agent

Courtney Insurance Agency, Inc.
PO Box 580
The Dalles, OR 97058

Member Number	Effective Date	Termination Date	Proposal Date
20032	7/1/2015	7/1/2016	5/18/2015

Coverage	Description	Amount	Total Due
General Liability (Retro Plan)	Contribution Limit: $10,000,000	$107,293.34	
	Aggregate/Retro Deductible Credit	($33,256.00)	
	Multi-Line Credit	($2,251.12)	
	Bonus Program Credits (0)*	$0.00	
	High Risk Activity	$1,000.00	**$72,786.22**
Auto Liability	Contribution	$24,728.85	
	Multi-Line Credit	($741.87)	**$23,986.98**
Auto Physical Damage	Contribution	Not Purchased	
	Multi-Line Credit	$0.00	**$0.00**
Property	Contribution	$95,691.43	
	Multi-Line Credit	($2,870.74)	
	Bonus Program Credits (0)*	$0.00	**$92,820.68**
Optional Excess Liability	Contribution	Not Purchased	**$0.00**
Optional Excess Quake	Contribution	Not Purchased	**$0.00**
Optional Excess Flood	Contribution	Not Purchased	**$0.00**
Optional Excess Crime	Contribution	Not Purchased	**$0.00**
Optional Excess Cyber Liability	Contribution	Not Purchased	**$0.00**
Difference In Conditions	Contribution	Not Purchased	**$0.00**
Summary	**Contribution**	**$227,713.62**	
	Aggregate/Retro Deductible Credit	**($33,256.00)**	
	Multi-Line Credit	**($5,863.73)**	
	Bonus Program Credit	**$0.00**	
	High Risk Activity	**$1,000.00**	

** Each Bonus Program Credit equals 1% of GL and PR Contribution, up to $1,000.*

This is not an invoice. Information Only

Total: $189,593.88

Return to Agenda

CIS Liability Coverage Proposal

citycounty insurance services

	Named Member	**Agent of Record**
CIS	Wasco County	Courtney Insurance Agency, Inc.
1212 Court St NE	511 Washington St. Room 101	PO Box 580
Salem, OR 97301	The Dalles, OR 97058	The Dalles, OR 970580580

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2015 to 7/1/2016 — 5/18/2015

Coverage*	Per Occurrence Limit*	Annual Aggregate*	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	$200,000	$600,000	None	$53,209.00

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2015)

Coverage*	Per Occurrence Limit	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	$9,800,000	$29,400,000		

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2015)

Coverage**	Per Occurrence Limit	Annual Aggregate		
Torus National				

* Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.
Excess Liability Coverage does not provide Uninsured Motorist coverage.

** Refer to Torus National Insurance Company Policy for details on coverage limitations and exclusions in this layer.

Coverage	**Contribution**
General Liability	$108,293.34
Auto Liability	$24,728.85
Liability Total	**$133,022.19**

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Return to Agenda

CIS Property Coverage Proposal

citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Wasco County
511 Washington St. Room 101
The Dalles, OR 97058

Agent of Record
Courtney Insurance Agency, Inc.
PO Box 580
The Dalles, OR 970580580

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2015 to 7/1/2016	5/18/2015
Coverage Limits (Per Occurrence):*	
Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	$5,000,000
Excess Earthquake - *Coverage applies only if coverage limit is shown.*	None
Flood	$5,000,000
Excess Flood - *Coverage applies only if coverage limit is shown.*	None
Combined Loss of Revenue and Rental Value	$150,000
Combined Extra Expense and Rental Expense	$250,000
Property in Transit	$150,000
Hired, Rented or Borrowed Equipment	$150,000
Restoration/Reproduction of Books, Records, etc.	$100,000
Electronic Data Restoration/Reproduction	$250,000
Pollution Cleanup	$25,000
Crime Coverage	$50,000
Police Dogs (if scheduled)	$15,000
Off Premises Service Interruption	$100,000
Miscellaneous Coverage	$50,000
Personal Property at Unscheduled Locations	$15,000
Personal Property of Employees or Volunteers	$15,000
Unscheduled Fine Arts	$100,000
Temporary Emergency Shelter Restoration	$50,000
Difference In Conditions - Earthquake & Flood (if any):	**$0**
Extra Items (if any):	

*** This represents only a brief summary of coverages. Please refer to the CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered: Per current CIS Property Schedule.

Perils Covered: Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.

Deductibles: $5,000 Per occurrence except as noted and as follows (if any).
$5,000 Per occurrence on scheduled mobile equipment items.
Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.

Total Contribution: $95,691.43 (Property) $0.00 (Excess Earthquake)

Forms Applicable: CIS Property Coverage Agreement - CIS PR (7/1/2015)

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Return to Agenda

CIS Equipment Breakdown Coverage Proposal

citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Wasco County
511 Washington St. Room 101
The Dalles, OR 97058

Agent of Record
Courtney Insurance Agency, Inc.
PO Box 580
The Dalles, OR 970580580

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2015 to 7/1/2016 — 5/18/2015

Coverage Limits:*	
Property Damage	Per current CIS Property Schedule or $100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	$2,000,000
Data Restoration	$250,000
Perishable Goods	$2,000,000
Expediting Expense	$2,000,000
Demolition	$2,000,000
Ordinance or Law	$2,000,000
Off Premises Property Damage	$250,000
Contingent Rental Value/Rental Expense	$250,000
Newly Acquired Locations	$1,000,000 / 365 days max.
Extended Period of Restoration	30 Days

*** This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered: Per current CIS Property Schedule.
Deductible: $1,000 All Coverages: 24 hour waiting period applies for service interruption.
Contribution: Included
Forms Applicable: Equipment Breakdown Coverage Agreement - CIS BM (7/1/2015)

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Return to Agenda

CIS Excess Crime Coverage Proposal

citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Wasco County
511 Washington St. Room 101
The Dalles, OR 97058

Agent of Record
Courtney Insurance Agency, Inc.
PO Box 580
The Dalles, OR 970580580

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2015 to 7/1/2016 — 6/16/2015

Excess Crime Coverage

Coverage Limits excess of $50,000 crime coverage provided under the CIS Property Coverage Agreement *

Employee Theft - Per Loss Coverage	$200,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included

Additional Coverages:

Faithful Performance of Duty	Included

*** This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered: Per current CIS Property Schedule.
Contribution: $775.00
Forms Applicable: National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Return to Agenda

citycounty insurance services
www.cisoregon.org

CIS - Excess Crime Coverage Application

Name of Applicant: _____

Requested Date of Coverage:

LIMIT REQUEST OPTIONS*

☐ $50,000 ☐ $100,000 ☐ $150,000 ☐ $200,000 ☐ $250,000 ☐ $300,000 ☐ $350,000 ☐ $400,000 ☐ $500,000 ☐ $750,000 ☐ $1,000,000

*Coverage Limits are excess of the $50,000 provided under the CIS Property Coverage Agreement. ☐ Other _____

A. GENERAL INFORMATION

1. Number of Employees: 140 active
2. Number of Board Members, Employees, and/or Volunteers, of the grand total shown above, who are either in management or handle, have custody, or maintain records of money, securities: 15
3. Have there been any fidelity, forgery, crime and/or computer fraud losses over the past 3 years? YES ☐ NO ☒
   If "YES", attach details of all losses including description, corrective action taken, and amount covered by insurance.

B. INTERNAL CONTROLS

1. Are you in compliance with annual audit requirements under ORS 297.425 and/or ORS 297.435? YES ☒ NO ☐
2. Date of last audit (MM/DD/YYYY) 06/30/2014
3. Are background checks performed on all new hires who will be handling funds for the entity? Check all that apply: ☒ Criminal ☒ Prior Employment ☒ References (where applicable) YES ☒ NO ☐
4. Is there a division of responsibility between two or more people in the following processes: Receipts, Deposits, Checks, Financial Reports? YES ☒ NO ☐
5. Are two signatures required on checks? YES ☐ NO ☒
   If "NO", are other procedures in place to prevent unauthorized issuance of checks? YES ☒ NO ☐
   Explain: internal controls in place require two or three approvals, depending on dollar amount.
6. Are systems designed so that no employee can control a process from beginning to end (i.e. request a check, approve a voucher, and sign a check)? YES ☒ NO ☐
7. Are incoming checks documented and totaled against the deposit? YES ☒ NO ☐
8. Are monthly bank reconciliations done on all checks/cash requests to spot irregularities such as missing checks, altered checks, checks written by the payee, etc.? YES ☒ NO ☐
9. Is staff cross-trained on the check and cash handling procedures so they would be able to spot irregularities? YES ☒ NO ☐
10. Is training provided to spot irregular activities by those handling assets? YES ☒ NO ☐
11. Are financial personnel required to take a continuous week of vacation? all current staff does. YES ☐ NO ☒
12. Is credit, debit, charge or purchasing cards used? YES ☒ NO ☐
    If "YES", explain what controls are in place for preventing and identifying unauthorized transactions?

C. PREMISES CONTROLS

1. Provide a brief description of safe on premises: large, walk in vault built in 1910
2. Maximum amount of cash on premises while open? ★ less than $5,000 Held overnight? same
3. Provide a brief description of alarm system (e.g. audible only, central station) Camera's recording, alarm buttons to 911

D. COMPUTER SYSTEM CONTROLS

1. Are procedures, programs and EDP systems tested and documented? YES ☒ NO ☐
2. Is there an edit to prevent repeated attempts of unauthorized access to a computer program? YES ☒ NO ☐
3. Are there pre-authorization controls for all programmers and operators? YES ☒ NO ☐

Date: _____ Applicant's Signature/Title: _____

★ may be more during tax season, however going to a US Bank lock box deposit.

Return to Agenda

Agenda Item
Wasco County Budget Hearing

- Budget Resolution #15-006
- Budget Detail

Return to Agenda

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

IN THE MATTER OF THE FISCAL YEAR 2015-2016 BUDGET, TAX LEVY AND APPROPRIATIONS	)))	RESOLUTION #15-006

BE IT RESOLVED that the Wasco County Board of Commissioners hereby adopts the Fiscal Year 2015-2016 Budget approved by the Budget Committee of the County on May 18, 2015, now on file in the Finance Office for the amount of $42,675,074.

BE IT FURTHER RESOLVED: that the Board of Commissioners of Wasco County, Oregon, hereby imposes the taxes provided for in the adopted budget at the rate of $4.2523 per $1,000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2015-2016 upon the assessed value of all taxable property within the district as follows:

	Subject to the General Government Limitation	Excluded From Limitation
General Fund	$4.2523/$1,000	

Return to Agenda

BE IT FURTHER RESOLVED: that the amounts and for the purposes shown in the attached detail for the Fiscal Year beginning July 1, 2015, be and hereby are as follows: the total appropriated amount is $35,264,660, the total unappropriated amount is $7,410,414 for a total budget of $42,675,074.

BE IT FURTHER RESOLVED: That the County Clerk certify to the Assessor of Wasco County, Oregon, the tax levy made by this Resolution.

The above Resolution Statements were approved and declared adopted on this 17th day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

ATTEST:

_____
Kathy White
Executive Assistant

_____
Scott C. Hege, Chair

_____
Rod L. Runyon, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
County Counsel

_____
Steven D. Kramer, County Commissioner

	INTERFUND TRANSFERS	-
	CONTINGENCY	75,000
	TOTAL HOUSEHOLD HAZ WASTE FUNC	**417,663**
208	MATERIALS & SERVICES	165,693
	INTERFUND TRANSFERS	280,000
	TOTAL SPECIAL ECON DEV PYTS FUNC	**445,693**
209	MATERIALS & SERVICES	40,000
	INTERFUND TRANSFERS	8,000
	CONTINGENCY	98,600
	TOTAL LAW LIBRARY FUND	**146,600**
210	MATERIALS & SERVICES	22,500
	INTERFUND TRANSFERS	5,000
	CONTINGENCY	1,750
	TOTAL DISTRICT ATTORNEY FUND	**29,250**
211	PERSONNEL EXPENSE	56,267
	MATERIALS & SERVICES	38,946
	CAPITAL OUTLAYS	138,780
	INTERFUND TRANSFERS	-
	CONTINGENCY	8,000
	TOTAL MUSEUM FUND	**241,993**
219	PERSONNEL EXPENSE	92,171
	MATERIALS & SERVICES	158,650
	CAPITAL OUTLAYS	-
	INTERFUND TRANSFERS	-
	CONTINGENCY	35,000
	TOTAL WEED & PEST CONTROL FUND	**285,821**
220	PERSONNEL EXPENSE	781,522
	MATERIALS & SERVICES	169,048
	CAPITAL OUTLAYS	-
	INTERFUND TRANSFERS	-
	CONTINGENCY	30,000
	TOTAL 911 COMMUNICATIONS FUND	**980,570**
223	PERSONNEL EXPENSE	32,782
	MATERIALS & SERVICES	52,700
	CAPITAL OUTLAYS	-
	INTERFUND TRANSFERS	-
	CONTINGENCY	1,800

FUND	DEPARTMENT	BUDGET
101	ASSESSMENT & TAXATION	855,265
	COUNTY CLERK	314,598
	SHERIFF	2,182,798
	ADMINISTRATIVE SERVICES	2,367,560
	ADMINISTRATION	3,513,215
	DISTRICT ATTORNEY	529,782
	PLANNING	680,247
	PUBLIC WORKS	66,217
	YOUTH SERVICES	494,154
	NON-DEPARTMENTAL	2,264,961
	CONTINGENCY	468,367
	TOTAL GENERAL FUND	**13,737,164**
202	PERSONNEL EXPENSE	1,414,535
	MATERIALS & SERVICES	1,058,000
	CAPITAL OUTLAYS	75,000
	INTERFUND TRANSFERS	-
	CONTINGENCY	375,000
	TOTAL PUBLIC WORKS FUND	**2,922,535**
203	PERSONNEL EXPENSE	40,874
	MATERIALS & SERVICES	161,560
	CAPITAL OUTLAYS	-
	INTERFUND TRANSFERS	-
	CONTINGENCY	17,000
	TOTAL COUNTY FAIR FUND	**219,434**
204	MATERIALS & SERVICES	314,690
	TOTAL COUNTY SCHOOL FUND	**314,690**
205	PERSONNEL EXPENSE	53,234
	MATERIALS & SERVICES	3,000
	CAPITAL OUTLAYS	8,000
	INTERFUND TRANSFERS	2,500
	CONTINGENCY	800
	TOTAL LAND CORNER PRESERV. FUNI	**67,534**
206	MATERIALS & SERVICES	131,000
	INTERFUND TRANSFERS	100,000
	TOTAL FOREST HEALTH PROGRAM FU	**231,000**
207	PERSONNEL EXPENSE	113,441
	MATERIALS & SERVICES	201,129
	CAPITAL OUTLAYS	28,093

	TOTAL PARKS FUND	**87,282**
227	PERSONNEL EXPENSE	536,546
	MATERIALS & SERVICES	310,240
	CAPITAL OUTLAYS	-
	INTERFUND TRANSFERS	360,128
	CONTINGENCY	45,556
	TOTAL COMMUNITY CORRECTIONS FU	**1,252,470**
229	MATERIALS & SERVICES	36,000
	INTERFUND TRANSFERS	-
	CONTINGENCY	47,750
	TOTAL COURT FACILITIES SECURITY F	**83,750**
232	PERSONNEL EXPENSE	71,813
	MATERIALS & SERVICES	70,675
	CAPITAL OUTLAYS	-
	INTERFUND TRANSFERS	-
	CONTINGENCY	21,000
	TOTAL COMM ON CHILDREN & FAM FU	**163,488**
233	MATERIALS & SERVICES	32,950
	INTERFUND TRANSFERS	-
	CONTINGENCY	-
	TOTAL KRAMER FIELD FUND	**32,950**
237	MATERIALS & SERVICES	15,600
	CAPITAL OUTLAYS	24,950
	CONTINGENCY	-
	TOTAL CLERK RECORDS FUND	**40,550**
245	MATERIALS & SERVICES	4,000,000
	CAPITAL OUTLAYS	-
	CONTINGENCY	-
	TOTAL CLERK RECORDS FUND	**4,000,000**
	321 ROAD RESERVE FUND	
	CAPITAL OUTLAYS	3,293,000
	322 CAPITAL ACQUISITIONS FUND	
	CAPITAL OUTLAYS	2,072,000
	324 911 EQUIPMENT RESERVE	
	CAPITAL OUTLAYS	271,200

325 911 CAPITAL RESERVE FUND	
INTERFUND TRANSFERS	-
326 FACILITY CAPITAL RESERVE FUND	
CAPITAL OUTLAYS	1,862,223
327 GENERAL OPERATING RESERVE FUND	
CAPITAL OUTLAYS	2,065,800
417 CRATES POINT DEBT SERVICE FUND	
DEBT SERVICE	-
GRAND TOTAL APPROPRIATED FUNDS	**35,264,660**

CIS Excess Crime Coverage Proposal

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Wasco County
511 Washington St. Room 101
The Dalles, OR 97058

Agent of Record
Courtney Insurance Agency, Inc.
PO Box 580
The Dalles, OR 970580580

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2015 to 7/1/2016 — 6/16/2015

Excess Crime Coverage

Coverage Limits excess of $50,000 crime coverage provided under the CIS Property Coverage Agreement *

Employee Theft - Per Loss Coverage	$200,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included

Additional Coverages:

Faithful Performance of Duty	Included

*** This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered: Per current CIS Property Schedule.
Contribution: $775.00
Forms Applicable: National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Return to Agenda

Agenda Item
Freeze Damage Update

- No documents have been submitted for this item

– RETURN TO AGENDA

Return to Agenda

Agenda Item
Emergency Operations Plan

- Update Memo
- Letter of Promulgation

Return to Agenda

MEMORANDUM

Wasco County Emergency Management

Date: June 10, 2015

To: Wasco County Board of Commissioners

From: Kristy Beachamp, Emergency Manager

SUBJECT: WASCO COUNTY EMERGENCY OPERATIONS PLAN UPDATE 2015

Background

The Wasco County Emergency Management Program is governed by a wide range of laws, regulations, plans, and policies. The program is administered by the Wasco County Sheriff's Office and is coordinated by the Division of Emergency Management. The program receives its authority from Oregon Revised Statutes, which are the basis for Oregon Administrative Rules. The National Response Framework, the National Contingency Plan, and the State of Oregon Emergency Management Plan provide planning and policy guidance to counties and local entities. Collectively, these documents support the foundation for this County Emergency Operations Plan (EOP).

This EOP is an all-hazard plan describing how the county will organize and respond to events. It is based on and is compatible with the laws, regulations, plans, and policies listed above. The plan describes how various agencies and organizations in the county will coordinate resources and activities with other federal, state, local, tribal, and private-sector partners. Use of the National Incident Management System/Incident Command System is a key element in the overall county response structure and operations.

It is recognized that response to emergency or disaster conditions in order to maximize the safety of the public and to minimize property damage is a primary responsibility of government. It is the goal of Wasco County that responses to such conditions are done in the most organized, efficient, and effective manner possible. To aid in accomplishing this goal, Wasco County has adopted the principles of the National Incident Management System (NIMS), including use of the Incident Command System (ICS). Wasco County also maintains this EOP with supporting plans/annexes and an Emergency Management Organization (EMO) to address responses to major emergency or disaster events.

Wasco County public officials, departments, and employees that perform emergency and/or first response functions must be properly prepared. Department heads and elected officials shall, to the extent possible, ensure that necessary training is provided to themselves and their employees as to further prepare Wasco County staff for successfully carrying out assigned emergency response roles. To the extent possible, procurement and maintenance of essential response equipment will also be accomplished in support of this goal.

All emergency response personnel and essential support staff in Wasco County must be familiar with this plan and the supporting procedures and documents.

Return to Agenda

FY 2014 Required Update

The Wasco County Emergency Operations Plan (EOP) has been updated during the 2014 Fiscal Year, as required by the Emergency Management Performance Grant (EMPG) administered by the Oregon Office of Emergency Management. This grant funds the Wasco County Emergency Management program, by providing a 50% Federal match to local funding for the program. The Wasco County EOP was last updated in 2012.

The EOP is housed within the Wasco County Emergency Operations Center, as well as distributed in hard copy to the Wasco County Board of Commissioners, Wasco County Sheriff's Office, Wasco County Communications Center, Wasco County Public Works Department, North Central Public Health District, Wasco County Assessor and Wasco County Planning Department. Hard copies of the updated plan will be distributed to replace the 2012 version.

Aside from housekeeping edits (i.e. correction of typographical errors, removal of dates of MOU's/Supporting Plans and Procedures, updating titles/names of agencies, etc.), updates to the plan are summarized as follows:

Base Plan	
Introduction	• **1.5.4 City Emergency Plans:** Update to reflect that City of The Dalles now has a completed EOP.
Situation and Planning Assumptions	• **2.1.2.4 Wildfire:** Update to include Government Flats and Rowena Fire events as historical data.
Roles and Responsibilities	*No Updates*
Concept of Operations	*No Updates*
Command and Control	• **5.4.2 Emergency Operations Center Location:** Update to reflect current EOC address.
Plan Development, Maintenance and Implementation	• **Table 6-1 Minimum Training Requirements:** Update to reflect current NIMS training requirements.
Sample Disaster Declaration Forms	*No Updates*
ICS Forms	*No Updates*
EOC Position Checklists	*No Updates*
Mutual Aid Agreements	*No Updates*
Acronyms and Glossary	• Update to Include OHA: Oregon Health Authority
Emergency Support Functions (ESF's)	
ESF 1 – Transportation	*No Updates*

Return to Agenda

ESF 2 – Communications	• **ESF 2 Tasked Agencies**: Update to include Antelope Fire Dept., Shaniko Fire Dept. and Wamic Fire and Ambulance as Adjunct Agencies. • **5.1 Interoperable Communications:** Update to include BLM as a user of WCCC. Include information reflecting the two mobile repeaters available for emergency use within Wasco County. • **5.2 Warning Systems:** Update to include information reflecting the Everbridge (Citizen Alert) System as a warning system in Wasco County. Remove verbiage about NAWAS in incorporated cities, as this is no longer accurate. • **6.0 Supporting Plans and Procedures:** Correction- Wasco County Tactical Interoperability Plan should be listed as the Wasco County County Level Communications Interoperability Project Final Report.
ESF 3 – Public Works and Engineering	*No Updates*
ESF 4 – Firefighting	• **ESF 4 Tasked Agencies**: Update to include Wamic Fire Department and Antelope Fire Department as Adjunct Agencies. • **2 Policies and Agreements:** Update to reflect that there is now five county mutual aid agreement including agencies within Wasco, Hood River, Sherman, Skamania and Klicikitat Counties. This agreement replaces the various agreements that previously existed.
ESF 5 – Emergency Management	• **Appendix 2:** Update to include EOC Floor Plan.
ESF 6 – Mass Care, Emergency Assistance, Housing and Human Services	*No Updates*
ESF 7 – Logistics Management and Resource Support	*No Updates*
ESF 8 – Public Health and Medical Services	• **ESF 8 Tasked Agencies**: Update to include HAVEN and Wasco County MRC as Adjunct Agencies. • **3.1.1 North Central Public Health District**: Update to include provision that Public Health services may be subject to the availability of funding. • **3.2.6 EMS Providers**: Update to reflect correct link: https://public.health.oregon.gov/ProviderPartnerResources/EMSTraumaSystems/Pages/index.aspx • **3.2.16 US Army National Guard, CBRNE Response Team:** Amend verbiage to state: Provide support to local or state agencies in the event of a chemical, biological, radiological, nuclear or explosive event. • **Appendix A: NCPHD Organizational Chart:** Update to include new organizational chart.
ESF 9 – Search and Rescue	*No Updates*

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ESF 10 – Oil and Hazardous Materials	*No Updates*
ESF 11 – Agriculture and Natural Resources	• **5 Concept of Operations:** Update to reflect that Wasco County has developed an emergency response plan focusing on animal issues. This plan is titled the *Wasco County Animals in Disasters Plan*.
ESF 12 – Energy	• **3.1 Situation:** Update to reflect that Wasco County Emergency Management now maintains seven mobile generators.
ESF 13 – Public Safety and Security	*No Updates*
ESF 14 – Long-Term Community Recovery	• **6 Supporting Plans and Procedures:** Update to include State of Oregon Recovery Plan (State of Oregon Emergency Management Plan: Volume IV).
ESF 15 – External Affairs	• **2 Policies and Agreements:** Update to reflect that Wasco County Emergency Management and Wasco County Sheriff's Office maintained NIMS compliant PIO trained staff, in addition to North Central Public Health District.
Supporting Materials	
Support Annex A – Evacuation	• **5.1 General:** Update to reflect that Wasco County will adhere to standard evacuation level terminology as follows: Level 1 – Get Ready, Level 2 – Get Set, Level 3 – Go.
Incident Annex 1 – Severe Weather	*No Updates*
Incident Annex 2 – Flood	*No Updates*
Incident Annex 3 – Drought	*No Updates*
Incident Annex 4 – Earthquake	*No Updates*
Incident Annex 5 – Volcano	*No Updates*

Return to Agenda

Letter of Promulgation

To all Recipients:

Promulgated herewith is the revised Wasco County Emergency Operations Plan. This plan supersedes any previous versions of the Emergency Operations Plan. It provides a framework in which Wasco County can plan and perform its respective emergency functions during a disaster or national emergency.

This Emergency Operations Plan attempts to be all-inclusive in combining the four phases of emergency management, which are:

- **Mitigation**: activities that eliminate or reduce the probability of disaster;
- **Preparedness**: activities that governments, organizations, and individuals develop to save lives and minimize damage;
- **Response**: activities that prevent loss of lives and property and provide emergency assistance; and
- **Recovery**: short and long-term activities that return all systems to normal or improved standards.

This plan has been approved by the Wasco County Board of Commissioners. It will be revised and updated as required. All recipients are requested to advise the Emergency Manager of any changes which might result in its improvement or increase its usefulness. Plan changes will be transmitted to all addressees on the distribution list.

Scott Hege, Commission Chair

Steve Kramer, County Commissioner

Rod Runyon, County Commissioner

June 17, 2015
DATE

Return to Agenda

Agenda Item
MCEDD IGA and Appointment

- MCEDD IGA with Tracked Changes
- MCEDD IGA – Final Draft
- Appointment Memo
- Order 15-058 Appointing Daniel Hunter to Position #5 on the EDC

Return to Agenda

INTERGOVERNMENTAL AGREEMENT

BETWEEN

WASCO COUNTY AND

MID-COLUMBIA EONOMIC DEVELOPMENT DISTRICT

This Intergovernmental Agreement is made and entered into this ~~2nd~~ ____day of July, 201543, by and between Wasco County and Mid-Columbia Economic Development District (hereinafter referred to as MCEDD).

PURPOSE

MCEDD, working under the direction of the Wasco County Board of Commissioners and the Wasco County Economic Development Commission, will provide leadership and staff support for economic development activities in Wasco County, as outlined in MCEDD's Scope of work of 20154 listed below, ~~which is hereto attached and incorporated herein marked exhibit A.~~

Comment [AH1]: I think we incorporated within the IGA and eliminated the Exhibit A

MCEDD, as directed by the Wasco County Board of Commissioners, will be responsible to the Wasco County Economic Development Commission (WCEDC) for the following areas:

Return to Agenda

1. MCEDD will work closely with the Chair of the WCEDC to prepare the agenda, take minutes at the meetings, and make the arrangements for all scheduled meetings of the WCEDC; and
2. MCEDD will communicate~~s~~ with WCEDC members, County Commissioners and other entities in Wasco County; and
3. MCEDD will work with employees of Wasco County to maintain a web site that shows the calendar of events as it pertains to the WCEDC; and
4. MCEDD will assign staff to support the WCEDC; and
5. MCEDD will work Closely with the WCEDC to gather, review and prioritize the Wasco County economic development projects; and
6. MCEDD will work closely with the WCEDC to review and update the Wasco County Strategic Action Plan to insure the accuracy of information presented in the plan; and
7. MCEDD will work closely with the members of the WCEDC to determine a long-term scope of work for the MCEDD staff assigned to work with the WCEDC, and for the WCEDC; and
8. The Executive Director, or a designee at MCEDD, will be available to report quarterly to the Wasco County Board of Commissioners on the activities of the Wasco County Economic Development Commission or as requested by the Wasco County Board of Commissioners; and

9. MCEDD will work closely with the Mid-Columbia Council of Governments, the Oregon Employment Department, The Dalles Area Chamber of Commerce, and other community partners to provide accurate information about Wasco County; and
10. MCEDD will serve as point of contact for Wasco County for all information requests and make referrals as needed to community partners; and
11. MCEDD staff will be available to provide economic development assistance in Wasco County by providing assistance in grant writing, project development assistance in Wasco County by providing assistance in grant writing, project development, and the acquisition of resources from supporting organizations.

PERSONNEL:

Amanda Hoey shall be designated as MCEDD's Primary Contact Person for the purposes of this Agreement. This Project Administrator shall be responsible for management of MCEDD's day to day administrative activities under this Agreement, and for apprising and updating the Wasco County Board of Commissioners and the Wasco County Economic Development Commission.

WASCO COUNTY'S RESPONSIBILITES:

Wasco County will be responsible for being the Fiscal Agent for all grants received by Wasco County. In consideration for services rendered under this agreement, Wasco County will provide MCEDD Thirty-Five Thousand Dollars ($35,000) during Fiscal Year ~~2014~~2015-201~~4~~5 as follows: Fourteen Thousand Nine Hundred Ninety-Eight Dollars ($14,998.00) payable by December 30, 201~~4~~5; Three Thousand Three Hundred Thirty-Three Dollars

($3,333.00) payable on the 20th day of the months of January, February, March, April and May 2016~~5~~; and Three Thousand Three Hundred Thirty-Seven Dollars ($3,337.00) payable by June 20, 2016~~5~~.

This Agreement may be terminated within thirty (30) days in writing if funding is no longer available. This Agreement shall remain in effect until June 30, 2016~~5~~.

MID-COLUMBIA ECONOMIC
DEVELOPMENT DISTRICT

_____
Amanda Hoey

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell,
Wasco County Counsel

Return to Agenda

INTERGOVERNMENTAL AGREEMENT

BETWEEN

WASCO COUNTY AND

MID-COLUMBIA EONOMIC DEVELOPMENT DISTRICT

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Return to Agenda

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This Agreement may be terminated within thirty (30) days in writing if funding is no longer available. This Agreement shall remain in effect until June 30, 2016.

MID-COLUMBIA ECONOMIC
DEVELOPMENT DISTRICT

_____
Amanda Hoey

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell,
Wasco County Counsel

Return to Agenda

Memorandum

Date: **June 9, 2015**
To: **Wasco County Board of Commissioners**
From: **Carrie Pipinich, Wasco County EDC Staff**
Re: **EDC Candidates, Position 5**

Overview

The Wasco County Economic Development Commission (EDC) has one position for which new representation has been requested. The term is for Position 5 which was previously held by Dan Durow.

> Position 5 is a designated seat for a representative of the City of The Dalles. It has been held by Dan Durow who will be stepping back from his duties at the City in July. 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 Dan Durow with Daniel Hunter, the new Project Coordinator who will have a focus on economic development related items.

Request

Final appointments are made by the Wasco County Board of Commissioners.

- Recommendation: Appointment of **Daniel Hunter** for Position 5 beginning July 1st to fulfill the term through December 31, 2017.

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF DANIEL HUNTER TO THE WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION POSITION #5	)))	ORDER #15-058

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, Dan Durow will retire from his position in July, 2015, creating a vacancy on the Wasco County Economic Development Commission (EDC); and

IT FURTHER APPEARING TO THE BOARD: That Daniel Hunter is willing and is qualified to be appointed to the Wasco Economic Development Commission and has been nominated for this position by the EDC.

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NOW, THEREFORE, IT IS HEREBY ORDERED: That Daniel Hunter be and is hereby appointed to the Wasco County Economic Development Commission in Position #5 to complete the term of Dan Durow; said term to expire on December 31, 2017.

DATED this 17th Day of June, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

_____
Rod L. Runyon, County Commissioner

_____
Steve Kramer, County Commissioner

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

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Agenda Item
NCPHD Funding Request

- 2015 Estimated Division Balances
- County Split
- OHA Program Elements

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Separating unrestricted funds from restricted:									
		EST YE Balance							
Non-Departmental	1201	1,000	Interest						
PH General Fund	7141	114,554	County Contrib. amt can be used for any program						
WIC	7142	(17,926)							
Child & Adolescent Health	7143	(56,623)							
Reproductive Health	7144	(108,094)							
State Support	7145	(3,787)							
Environmental Health	7146	33,174	Bal used toward Septic Program (Septic Program -$53k through May)						
Perinatal	7148	18,766	MAC Can be used for any program						
Health Promotion	7152	(1,815)							
Immunization Special Payment	7153	0							
Tobacco Ed & Prev	7155	-							
Water	7156	(11,193)							
Oregon Mothers Care	7159	(4,989)							
		(36,934)	Deficit from total program est. **unrestricted** revenue less est. expenditures						
		2015 **Restricted** Funds		These funds are restricted to the program that they are earned in.					
				(See OHA Program Elements)					
PH Emergency Preparedness	7149	2,080		Carry over balance is MRC					
Cacoon	7154	15,143	Can only be used for home visiting expenses						
Babies First	7158	14,326	Can only be used for home visiting expenses						
DEQ Pass Through	7500	1,600	DEQ fees						
		33,148							
				7154	7158	Total			
	total 7154 & 7158 2014 Revenue			33,924	77,305	111,229			
	total 7154 & 7158 2014 Expenditures			33,570	145,380	178,950			
						-67,721			
						20,454	(TCM match carried over to 2015)		
						-47,268			

S:\Commission Admin\BOCC\BOCC Sessions\Upcoming Session\Agenda & Supporting Docs\Supporting Documents\6-17-2015\NCPHD\Division Est. 2015 Balances with explanation

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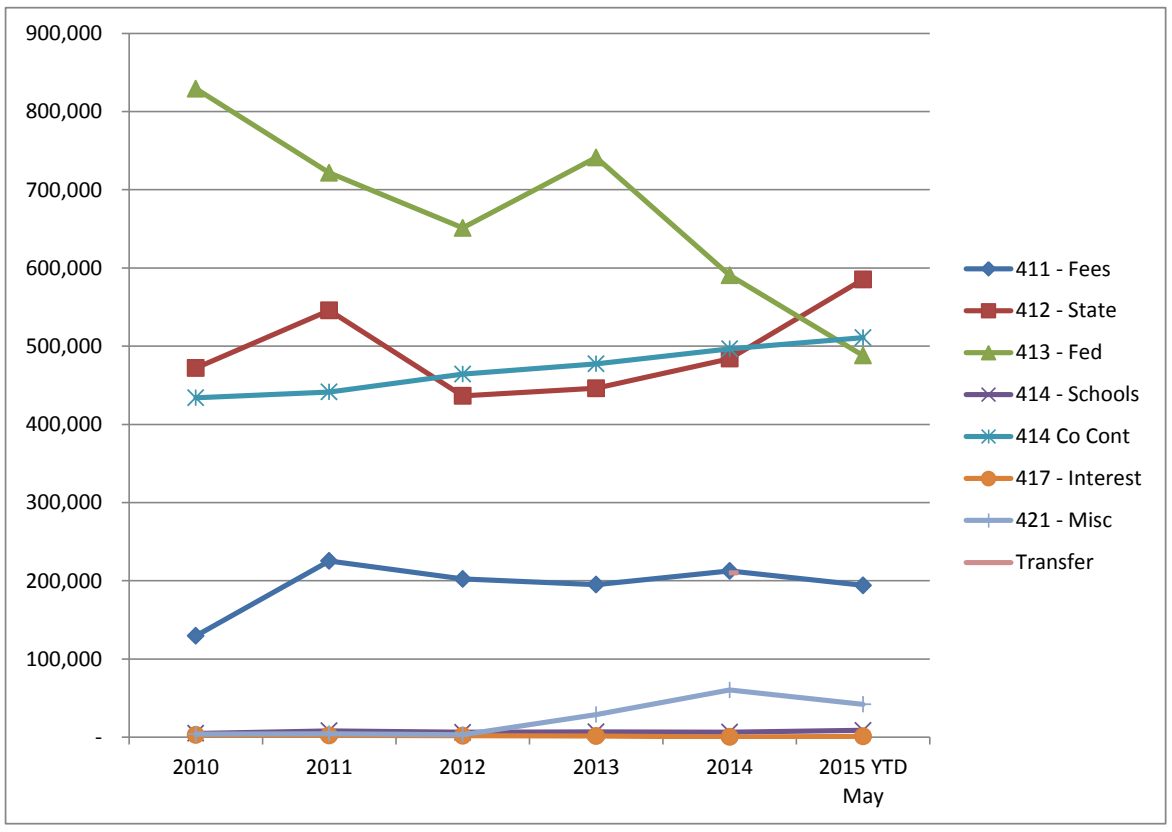
411 Licenses Fees & Permits
412 Intergov't Rev-Non Single Audit
OHA state Funds, OHP, Grants
413 Intergov't Rev-Single Audit
OHA Fed Funds, CCARE, Fed. Grants
414 Charges for Services
Schools
414 CC Charges for Services
County Contributions
417 Interest Earned
421 Miscellaneous
Misc., Payroll Reimbursement
450 Transfers In
Wasco County Transfer

Actual Revenue by Category by Year

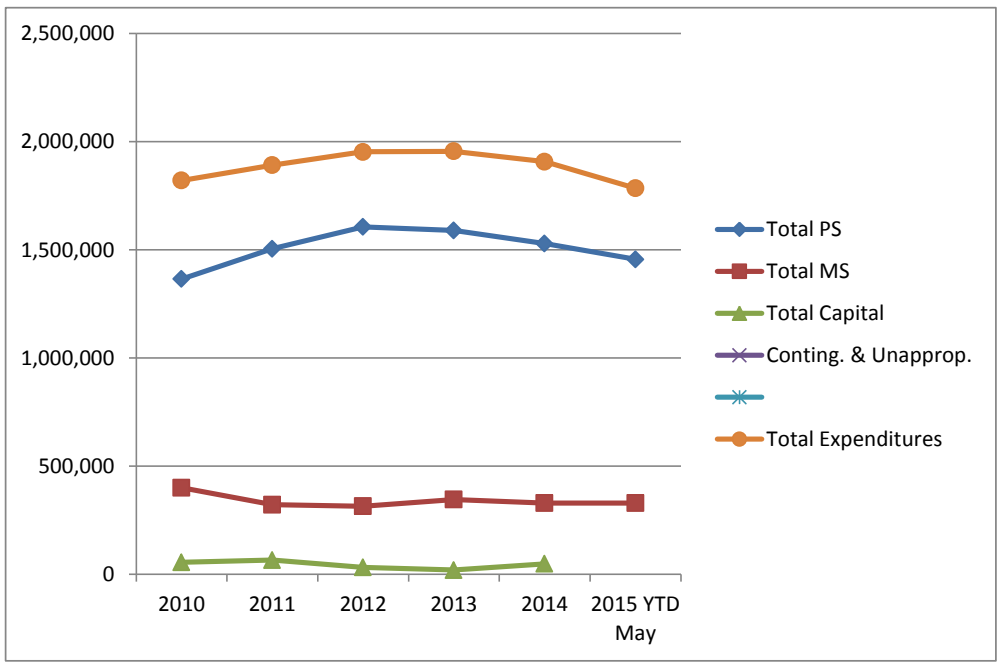
	2010	2011	2012	2013	2014	2015 YTD May	2015 est YE		2015 variance	
411 - Fees	129,618	225,400	202,353	194,945	212,699	194,003	209,182	**97.16%**	(6,118)	
412 - State	472,160	545,669	436,589	446,211	484,067	585,447	639,867	**132.26%**	176,525	anomoly, 62k is 2014 T
413 - Fed	829,163	721,707	651,206	741,184	590,696	488,053	539,303	**85.23%**	(93,453)	(WIC -8k; CCARE -73k
414 - Schools	4,848	8,208	6,256	6,640	6,560	8,746	8,746	**94.74%**	1,746	
414 Co Cont	433,846	441,382	464,318	477,480	496,519	510,900	539,864		(32,208)	Wasco
417 - Interest	2,773	2,322	1,745	1,586	413	948	1,000	**100.00%**		
421 - Misc	3,821	4,523	3,066	28,886	60,307	42,166	53,022	**91.98%**	(4,620)	
Transfer					210,000					
							1,990,984			



412 anomoly, 62k is 2014 TCM revenue

Actual Expenditures by Category by Year

	2010	2011	2012	2013	2014	2015 YTD May	2015 est YE		2015 variance
Total Revenue	1,566,528	1,664,979	1,765,534	1,896,932	2,060,848	1,829,315	1,990,984	101.37%	27,272
	2010	2011	2012	2013	2014	2015 YTD May			
Total PS	1,364,890	1,504,635	1,605,366	1,589,192	1,528,399	1,455,607	1,601,612	95.41%	77,029
Total MS	400,027	321,312	314,821	346,341	329,899	329,258	385,158	110.41%	(35,442)
Total Capital	55,465	65,734	32,250	19,700	48,531		8,000	100.00%	
Conting. & Unapprop.									
Total Expenditures	1,820,382	1,891,680	1,952,437	1,955,233	1,906,829	1,784,865	1,994,770	88.98%	
Revenue - Expenditures	-253,854	-226,702	-186,903	-58,301	154,019	44,450	(3,786)		
					(incl Bal transfer)	(incl 62k TCM for 2014)			
201 Beg Bal	413,987	469,833	523,624	335,733	277,461	222,586	222,586		
					(Wasco County)				



2010	2011	2012	2013	2014	2015
26.2	26.8	28.2	27.2	25	25
added Gill Co.					
added 3.4 FTE					
.40 HHW Crd.	.60 HHW		HHW -.60		
+ HO .20					
+ Nurs Supr			-.40 NP		
+ .20 EH Spec			(moved to HRHD)	-1.0 EH Spec	
+ .60 PHN		+.60 PHN		-.40 PHN	
+ .60 Sec		+.80 FP Aide		-1.0 Off Spec	
+ .40 WIC assist					

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Program Element #41: Reproductive Health Program

5. Program Income

a. Sliding Fee Scale: If any charges are imposed upon a client for the provision of family planning services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OFH-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709.
Citation 42 CFR 59.5 (a) (7) and (a) (8)
b. Fees: Any fees collected for family planning services shall be used only to support the Family Planning Program.

Citation 45 CFR 74.21, 74.24, 92.20, 92.25
c. Disposition of Program Income Earned: OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing family planning services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.

Citation 45 CFR 74.21, 74.24, 92.20, 92.25
d. Indirect Costs: LPHA may not use more than 10% of the funds awarded for family planning services on indirect costs. For purposes of this Contract, indirect costs are defined as costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, administrative salaries, equipment, depreciation, etc." in accordance with 42 USC 701-709.
Citation 42 USC 701-709

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

2. General Requirements

a. Data Collection: LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], to the OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.

b. Administration: LPHA shall not use more than 10% of the Federal Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Agreement, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].

c. Sliding Fee Scale: If any charges are imposed upon a client for the provision of health services assisted by the State under this Program Element, such charges: (1) will be pursuant to a public sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-

income mothers and children, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with Title V, Section 505 [42 USC 705 (5) (D)].

d. Fees: Use of any fees collected for these services shall be dedicated to such services.

(MCH Services include: Oregon Mothers Care, Maternity Case Management, Babies First)

Program Element #43: Public Health Practice ("PHP") – Immunization Services
The funds awarded under this Agreement for Public Health Practice services may only be used in accordance with and subject to the restrictions and limitations set forth to provide immunization services ("Immunization Services") as described in more detail below. All changes to Program Element 43 are effective upon receipt of grant award.

1. General Procedural and Operational Requirements. Use of any fees collected for purpose of Immunization Services shall be dedicated to and only used for payment of such Services.

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Agenda Item
Limmeroth Acquisition Letter of Support

- 2013 BOCC Letter of Support
- Pribyl Letter of Support
- Rich Thurman Letter of Support
- Edward Limmeroth Email
- ORS 496.340 – Payments to counties in lieu of taxes

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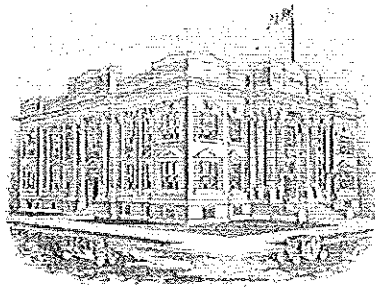

WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302
The Dalles, Oregon 97058-2237
(541) 506-2520
Fax: (541) 506-2521

Rod Runyon, ***Chair of the Board***
Scott Hege, ***County Commissioner***
Steve Kramer, ***County Commissioner***

October 15, 2013

Trust for Public Lands
115 NW Oregon Avenue, Suite 9
Bend, OR 97701

To Whom It May Concern:

The Wasco County Board of Commissioners supports the proposed acquisition of the Limmeroth River Ranch in the Deschutes River corridor. The addition of this land to the current holdings of the Oregon Department of Fish and Wildlife (ODFW) will be of significant benefit to the citizens of Wasco County.

The Deschutes hosts a wide variety of fish and wildlife species; ensuring that these species have secure habitats will allow them to thrive within the region. The parcel proposed for purchase provides excellent habitat for many species such as mule deer, bighorn sheep and summer steelhead, important to Wasco County residents.

Most land ownership along the boundaries of the Deschutes corridor is private, limiting public access to the river canyon. ODFW ownership of this property will provide the best opportunity for habitat protection, as well as increasing the public's opportunity to enjoy the landscape and fauna present in the area. Another public access point within the county will provide for more public recreation opportunities, and ultimately increase revenue brought into the county.

Thank you,
Wasco County Board of Commissioners

Rod Runyon, Commission Chairman

Scott Hege, Commissioner

Steve Kramer, Commissioner

Steve Pribyl
[redacted]
The Dalles, OR 97058
[redacted]

June 8, 2015

Wasco County Board of County Commissioners
Scott Hege, Chair
Rod Runyon
Steve Kramer
511 Washington St, Suite 302
The Dalles, OR 97058

Dear Chair Hege, Commissioner Runyon and Commissioner Kramer:

I am writing today to voice my support for the proposed acquisition of private property in Wasco County, what I will refer to as the Lower Deschutes River Ranch (Ranch), by the Oregon Department of Fish and Wildlife (ODFW) and to encourage the Board of Commissioners to also support this purchase. These comments are my own and do not reflect the opinion of any other group or individual.

The ODFW Mid-Columbia District in The Dalles, working in collaboration with the Trust for Public Land (TPL), is proposing to acquire private property in the Deschutes River canyon of Wasco County. ODFW staff is working with TPL to establish a purchase and sale agreement wherein ODFW will purchase the property from TPL upon completion of state due diligence requirements; final Oregon Fish and Wildlife Commission approval, and legislative budget approval.

Funds for the acquisition have been received from multiple sources, with approximately half coming through the Ruby Pipeline Mitigation Fund and USFWS. Funds for the sale have also been pledged by the Oregon Foundation of North American Wild Sheep, as well as the national board for Wild Sheep Foundation.

As I am sure you recall, this conversion of private lands to public ownership will be tax neutral to the County since ODFW pays an in lieu fee equal to the property taxes on the parcel.

The Ranch is the only large private parcel in the lower Deschutes River canyon that has year round bighorn sheep range, and also serves as approximately 50% of the core home range for the Jones Canyon group of rams, a group of sheep locally famous for being visible from the Lower Deschutes Access Road year around.

ODFW's Oregon Conservation Strategy (Strategy), as I am sure you are aware, is Oregon's blueprint for the conservation of Oregon's native wildlife and their habitats. The Strategy provides information on at risk species and habitats, identifies key issues affecting them and recommends protective actions.

This proposed Ranch purchase contains five key Strategy habitats that would be protected and enhanced; Aquatic and Riparian habitats in Oak and Ferry canyons, Oak Woodlands, Sagebrush Steppe, and Grasslands. The property is located within the Conservation Priority Area 3 for the Columbia Plateau Ecoregion . The acquisition benefits and addresses all four of the key habitats; the five key species listed in the priority area, and would provide ODFW the opportunity to address all recommended conservation actions on this parcel.

This Ranch property contains one of the eastern most remnant stands of oak woodlands in Oregon. Conversion to agriculture has removed almost all of the other historic oak woodlands from the canyon breaks of the Deschutes River. Protection and restoration of all upland habitats present is the primary management focus should the property be successfully acquired.

The proposed Ranch acquisition will complement the current Lower Deschutes Wildlife Area by adding over 10,000 acres to the existing 8,000 acre Wildlife Area. Additionally, the proposed purchase will create approximately 25,000 acres of contiguous state and Federal ownership public access on the west side of the Deschutes River.

I believe based on my 35 years of Wasco County residence and my extensive background in fish and wildlife management and outdoor recreational experience that the proposed Ranch acquisition would be of considerable benefit to Wasco County. You need look now further than all the people recreating on the current Lower Deschutes Wildlife Area, not just in the summer but nearly year around. Hikers, mountain bike rider, angles and hunters use and value the Deschutes River canyon and are happy to spend their money in the local area when they are here. The Bureau of Land Management parcel locally known as the Criterion property south of Maupin is also an excellent example of why increased public access to the Deschutes River canyon is needed. The Criterion is heavily used by hikers, birders, hunters and horseback riders year around and that property does not even have river access. People are basically starved for these types of high quality, desert habitat to recreate in and based on my experience the demand exceeds the supply in the Deschutes River canyon.

The Commission is in a pivotal position to support the proposed purchase and I encourage you to fully support the proposal to the benefit of Wasco County residents and people of the region.

Thank you for the opportunity to make these comments.

Sincerely,

Steve Pribyl

Wasco County Commissioners

I support the Oregon Department of Fish and Wildlife's purchase of the Lower Deschutes River Ranch. It has some unique wildlife values including the eastern most stands of oak woodlands, native grasslands, plus the sagebrush shrub steppe community. These communities are extremely valuable to a large number of wildlife species. While working with the Wasco County Soil and Water Conservation District, we mapped these habitats in the County and discovered that all have suffered the largest amount of reduction through time. The loss of habitat was attributed to agriculture and development.

I do not totally understand the Farm Bureau's concern over adding more public land as ODFW would still pay property taxes unlike the Federal Agencies. There would be no loss of income to the County and a definite increase in value to the wildlife communities.

Rich Thurman
Retired USDA Forest Service Wildlife Biologist

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WASCO COUNTY

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

Fwd: Limmeroth Trust - River Ranch Property / TPL

Scott Hege <scotth@co.wasco.or.us> Tue, Jun 16, 2015 at 8:12 AM
To: Kathy White <kathyw@co.wasco.or.us>

Another letter...

---------- Forwarded message ----------
From: **Edward Limmeroth** [redacted]
Date: Tuesday, June 16, 2015
Subject: Limmeroth Trust - River Ranch Property / TPL
To: Scott Hege <ScottH@co.wasco.or.us>, Steve Kramer <SteveK@co.wasco.or.us>, Rod Runyon <RodR@co.wasco.or.us>
Cc: Edward Limmeroth [redacted]

Wasco County Commissioners

Scott Hege
Steve Kramer
Rod Runyon

Dear Board of County Commissioners,

I first want to start by saying Thanking You, for your understanding and your time taken on the hearings of this personal matter of the Limmeroth Trust's, River Ranch Property sale to TPL.
This all really got started for me anyway shortly after mother passed away back on June 25th 2009. At that time Ruth Alexander was the Trustee of the Frances Limmeroth Trust and one discussions we had at the time was, wouldn't it be great if we could fine a way to pass the River Ranch parcel along as one great big piece of land.

Then on May 18th 2011 I was appointed Trustee and I've been working within the signed Court Judgment, that all of the real property in the Trust was to be dispose of by sale with equal divisions of the proceeds.
To date, all of the Trust's real property has been sold except for this River Ranch parcel which we've been working on now for several years and I'm (Trustee) very close to it's culmination and finalization of - it's agreed sale - to the Trust for Public Lands.

With this property's sale nearing I would like to think that my mother and father would have approved of our keeping this property as one great big piece and for all to enjoy. I know that my father sure enjoyed owning it, showing it, hunting it, riding it, and keeping it just as it's been for decades - really. Many times over the years I heard my mom say that dad's gone out to the River Ranch for a horseback ride and will be back tonight. It was his way of truly seeing and enjoying this peace of ground. My hope now is that we'll have the right to complete this sale of ground in a way that

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everyone can have the same opportunity to enjoy it as our family has. When it's finished we'll all be able to take a step back, look, listen, and take in the smells of the great outdoors and truly begin to be thankful that it's here for everyone to love it's beauty and enjoy it's serenity that it has to offers each and everyone of us.

In closing I'd like to share with you a saying of my mother's - I just thought I was doing the right thing - and I agree that here's a case that it's the right thing for me to.

I wish to thank each of you again for hearing me out and as Trustee the wish is to sell this parcel of land to the Trust for Public Lands.

Sincerely Yours,

Edward F. Limmeroth, Trustee

--
Scott Hege *County Commissioner, Wasco County*
Tel: 541.506.2522 | Mobile: 541.288.1616
scotth@co.wasco.or.us | www.wascocounty.org

My Profiles:

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WASCO COUNTY

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

FW: In Lieu of Tax

1 message

Jeremy Thompson <jeremy.l.thompson@state.or.us> Mon, Jun 8, 2015 at 10:56 AM
To: "kathyw@co.wasco.or.us" <kathyw@co.wasco.or.us>

Kathy,

During the meeting last week someone suggested that ODFW could theoretically quit paying in lieu if they choose. Below is the statute that dictates we will pay, not that we choose to.

Jeremy Thompson

From: Karen Tofte [mailto:karen.l.tofte@state.or.us]
Sent: Tuesday, June 02, 2015 3:07 PM
To: 'Jeremy Thompson' (jeremy.l.thompson@state.or.us)
Subject: In Lieu of Tax

496.340 Payments to counties in lieu of taxes. (1) Except as provided in subsection (3) of this section, whenever real property owned by the State Fish and Wildlife Commission is exempt from taxation on January 1 of any year by reason of its ownership by the state, the commission shall pay to the county in which the property is situated an amount equal to the ad valorem taxes that would have been charged against the property if it had been assessed to a taxable owner as of January 1 of such year as provided in subsection (2) of this section. The county assessor shall determine the value of such property and shall notify the commission of the determination of the county assessor. Upon request of the commission, the Department of Revenue shall review the determination of value and shall redetermine the value if it concludes the value initially determined was substantially incorrect.

(2)(a) Except as provided in paragraph (b) or (c) of this subsection, the value of the property shall be computed at its assessed value under ORS 308A.107 or for forestland use, whichever is applicable.

(b) Paragraph (a) of this subsection shall not apply to any property upon which open field burning takes place. If open field burning takes place on any property described in this section, the property shall be valued at its highest and best use rather than the values authorized in paragraph (a) of this subsection on the January 1 following the date of the open field burning. If in the next year, the open field burning is discontinued, paragraph (a) of this subsection shall apply the next January 1 and each year thereafter as long as no open field burning occurs.

(c) Paragraph (a) of this subsection shall not apply to any property acquired by the commission after September 9, 1971, if such property was valued under farm use or forestland use special assessment provisions, at the time the property was acquired by the commission. However, no payments in lieu

of taxes made to a county pursuant to this section prior to January 1, 1974, shall be refunded to the commission.

(3) This section does not apply to real property used for bird farms, fish hatcheries, office quarters, fishing access sites or impoundments, capital improvements or real property acquired pursuant to the Act of May 19, 1948 (62 Stat. 240), Public Law 80-537.

(4) The amount prescribed in subsection (1) of this section shall be determined annually by the assessor of the county in which the property is situated and certified by the assessor to the county court or the board of county commissioners. A notice of the determination, signed by the county judge or the chairperson of the board of county commissioners, shall be mailed to the principal office of the commission not later than October 15. The notice shall contain a statement of the value of the property and a complete explanation of the method used in computing the amount claimed pursuant to subsection (1) of this section. Not later than November 15, the commission shall pay each amount, less a discount equivalent to that which is provided in ORS 311.505. Payment shall be made to the county treasurer, who shall distribute the payment to the taxing districts of the county in accordance with the schedule of percentages computed under ORS 311.390.

(5) Notwithstanding any other provision of the wildlife laws, the commission shall make the payments to counties required by this section annually from the moneys in the State Wildlife Fund established by ORS 496.300. [Amended by 1955 c.729 §1; 1971 c.356 §1; 1971 c.474 §1; 1973 c.723 §16; 1991 c.459 §420; 1997 c.541 §441; 1999 c.314 §73; 2005 c.755 §46]

Karen Tofte, Realty Specialist

Oregon Dept. of Fish and Wildlife

4034 Fairview Industrial Dr. SE

Salem, OR 97302

Phone 503-947-6260

Fax 503-947-6202

Email: Karen.L.Tofte@state.or.us

Act of May 19, 1948.docx
14K

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Agenda Item
Road Vacation Report

- Public Works Director's Road Vacation Report
- Exhibit A - Map
- Order #15-057 Vacating Unnamed Road

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IN THE BOARD OF COMMISSIONERS

OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE PROPOSED VACATION OF UNNAMED PUBLIC ROAD "A" IN SECTION 1 OF TOWNSHIP 5 SOUTH RANGE 13 EAST BEGINNING AT SOUTHERLY RIGHT OF WAY STATE HIGHWAY 216 TRAVELING SOUTH TO THE SOUTHERLY RIGHT OF WAY OF UNNAMED PUBLIC ROAD "B"	REPORT OF PUBLIC WORKS DIRECTOR

TO THE HONORABLE BOARD OF COMMISSIONERS OF WASCO COUNTY, OREGON:

In compliance with the Order of the Board of Commissioners dated May 6,2015, I have investigated the Public Road as follows:

UNNAMED PUBLIC ROAD "A"

LEGAL DESCRIPTION

Unnamed Public Road "A" in Section 1 of Township 5 South, Range 13 East, beginning at the southerly right of way of State Highway 216, traveling south to the southerly right of way of Unnamed Public Road "B".

Attached hereto, and by this reference made a part hereof, is a map with photos marked as Exhibit "A" showing the location of the above described road.

Background

The petitioners, who own all the land on both sides of the right-of-way, wish to vacate because this right-of-way has never been developed as a public road and is not necessary to allow effective access to the adjoining properties. Unnamed Public Road "B" would remain open to the public and is a far superior and safer route to utilize.

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Facts and Findings

The right-of-way proposed for vacation is not developed and the topography is quite rocky and steep in certain places and would require a significant investment to develop. The County has no current or future road needs for this right-of-way. Additionally, there is a strong concern for wild-land fire as the route continuously winds through sage brush and tall grasses.

Fiscal Impact

The right-of-way would revert to private ownership and onto the tax rolls. The County does not maintain this right-of-way now, so vacation would have no fiscal impact to the Public Works Department.

Recommendation

100% of the adjacent landowners have petitioned, so no public hearing is required. There is no public benefit to retaining this right-of-way. *It is my recommendation that the Board of Commissioners grant the vacation request.*

Dated this 17th day of June, 2015

Arthur Smith
Director, Wasco County Public Works

Exhibit "A"

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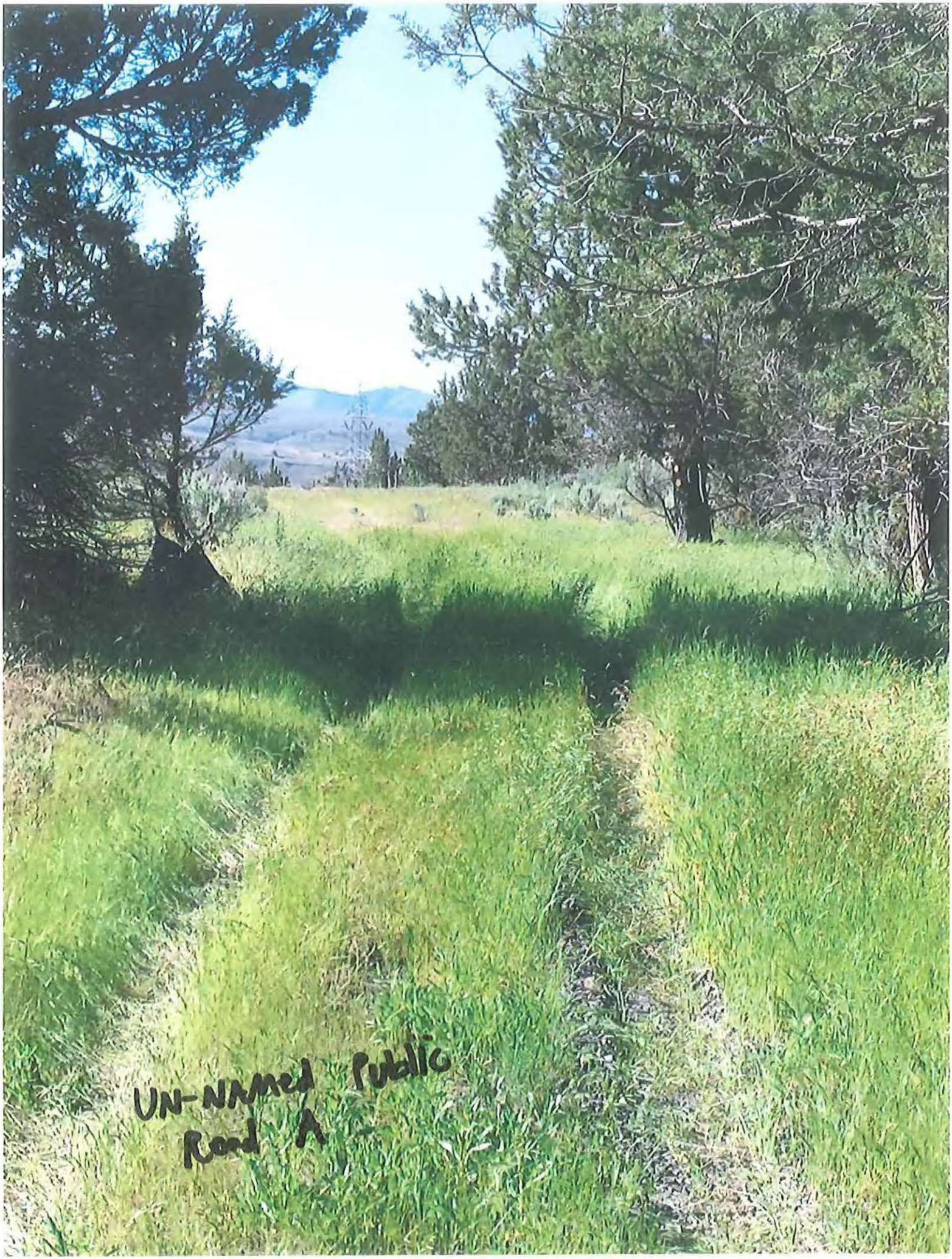
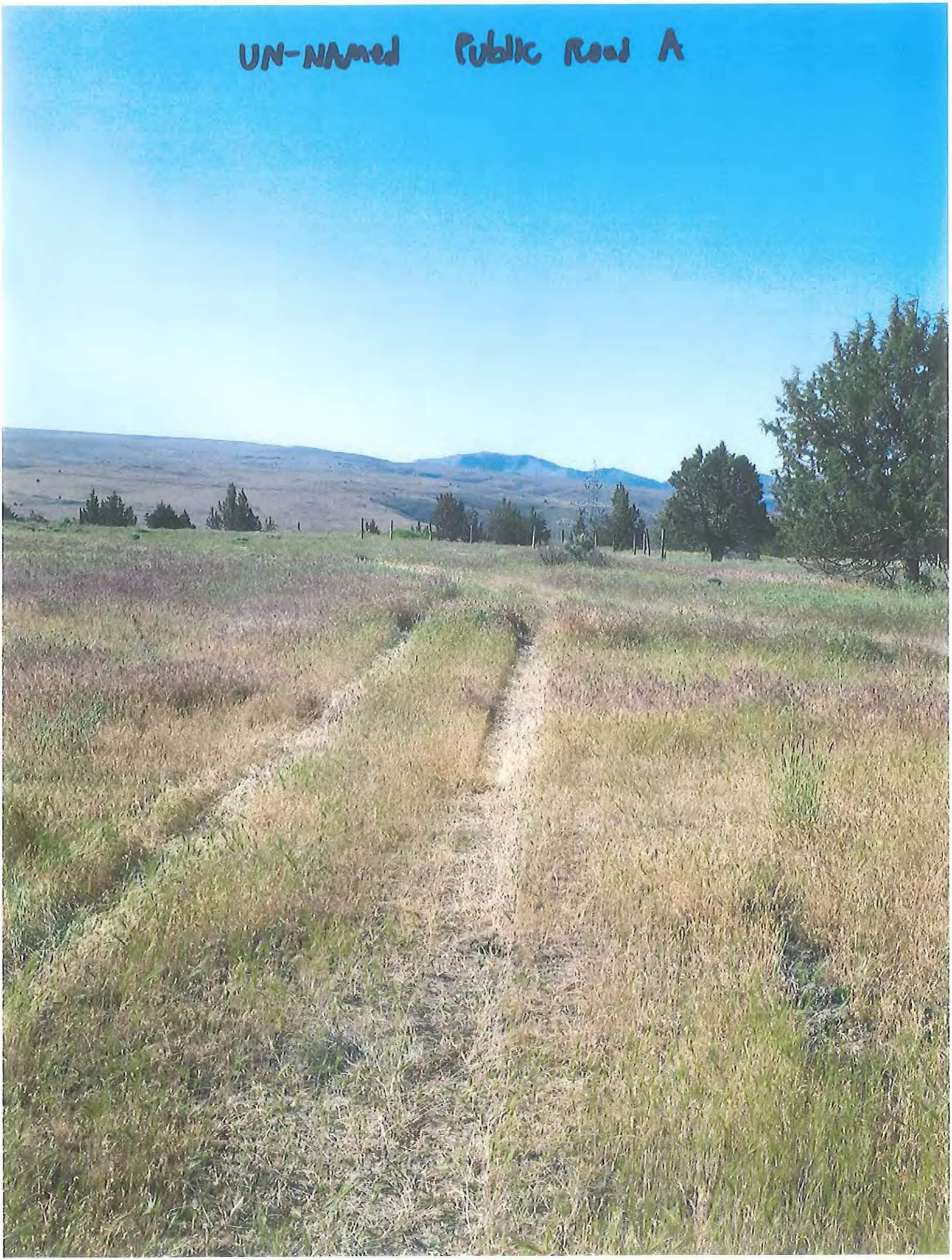
UN-NAMed Public Road A

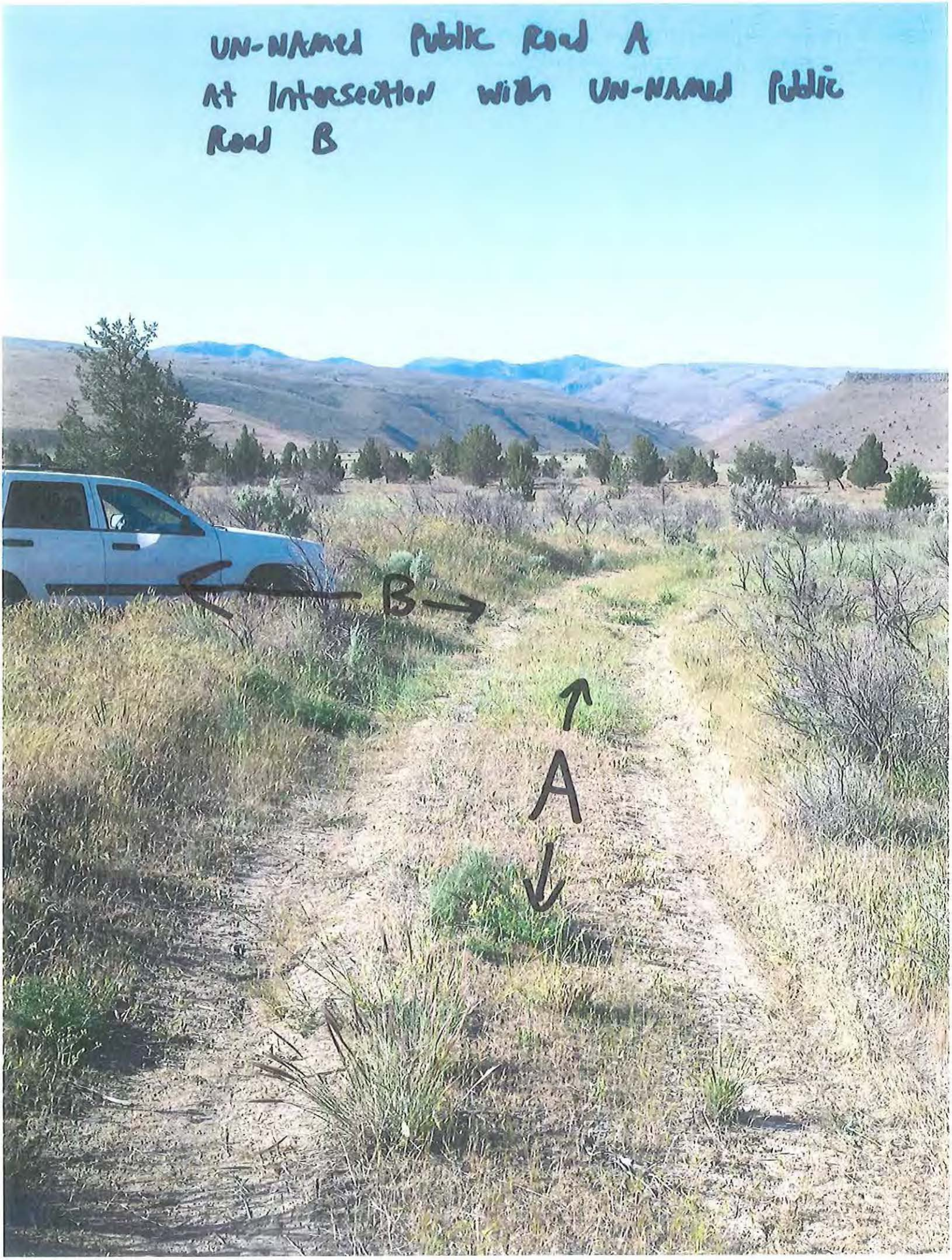
UN-NAMED PUBLIC ROAD A


UN-NAMED Public
Road A

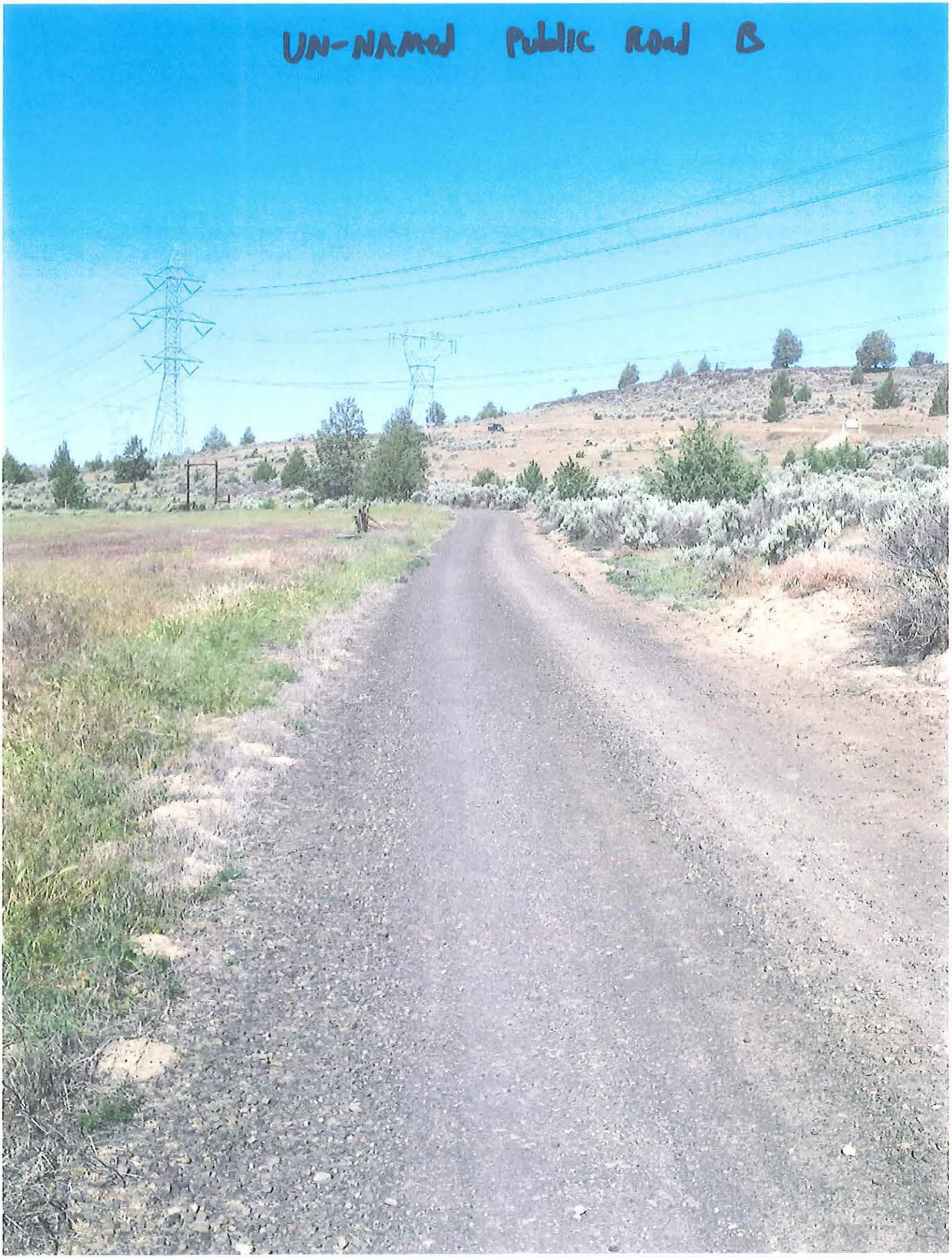

UN-NAMed Public Road A

UN-Named Public Road A

UN-NAMED Public Road A
At Intersection with UN-NAMED Public Road B



UN-NAMed Public Road B


UN-NAMed Public Road B

UN-NAMed Public Road B

UN-NAMed Public Road B

UN-NAMed Public Road B

UN-NAMED Public Road B

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE PROPOSED VACATION OF UNNAMED PUBLIC ROAD "A" IN SECTION 1 OF TOWNSHIP 5 SOUTH RANGE 13 EAST BEGINNING AT SOUTHERLY RIGHT OF WAY STATE HIGHWAY 216 TRAVELING SOUTH TO THE SOUTHERLY RIGHT OF WAY OF UNNAMED PUBLIC ROAD "B"	))))))))	ORDER #15-057

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

IT APPEARING TO THE BOARD: That a petition, attached and by this reference incorporated herein, has been duly filed with this Board seeking the vacation of the below described Road; That upon initiation of these proceedings by said petition the County Road Official was directed by this Board to prepare and file with this Board a written report describing the ownership and uses of the Road and a determination of whether the vacation would be in the public interest; That said report, attached and by this reference incorporated herein, has been received by this Board; and

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IT FURHTER APPEARING TO THE COURT: That as provided in ORS 368.351 because the report indicates that the County Road Official assessment is that the vacation is in the public interest and these proceedings were initiated by a petition under ORS 368.341 that contained the acknowledged signatures of owners of 100% of any private property proposed to be vacated and acknowledged signatures of owners of 100% of property abutting any public property proposed to be vacated approving the proposed vacation hearing in this matter may be dispensed with and vacation of the subject road ordered.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the following described Road located in Wasco County, Oregon, be and is hereby declared vacated:

UNNAMED PUBLIC ROAD "A"

LEGAL DESCRIPTION

Unnamed Public Road "A" in Section 1 of Township 5 South, Range 13 East, beginning at the southerly right of way of State Highway 216, traveling south to the southerly right of way of Unnamed Public Road "B".

DATED this 17th Day of June, 2015

WASCO COUNTY
BOARD OF COMMISSIONERS

_____
Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

_____
Kristen Campbell
Wasco County Counsel

_____
Rod L. Runyon, County Commissioner

_____
Steven D. Kramer, County Commissioner

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Agenda Item
Transfer of Roads within The Dalles Urban Growth Area

- Roads Agreement with City of The Dalles

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Agreement between the City of The Dalles and Wasco County, Oregon for the transfer of roads within the City of The Dalles Urban Growth Boundary

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

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

WHEREAS, the City and County desire to establish a process whereby County roads located within the City limits of The City of The Dalles can be transferred to the City road system as allowed under ORS 373.270; and

NOW THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

Section 1: Definitions:

County Road: Has the same meaning as the definition for County road in ORS 368.001(1);

Section 2: Transfer of Roads within The Dalles City Limits:

a. The City shall accept jurisdiction over County roads within the city limits of The Dalles, at the time the roads are brought up to City modified standards. Road sections are identified in Table 1 and 2 for purposes of this agreement only, modified standards will be for minor residential (local), arterial and collector streets where the surface condition is in, or has been brought up to, a pavement condition rating of "Good" or better, have functioning storm sewer drainage systems (piped, open ditch or open-shoulder infiltration), but may lack curbs and sidewalks.

b. Upon signing of this agreement, the City acknowledges the following County roads in Table 1 meet the City's modified standards for road improvements, and have a pavement condition rating of "Good" or better:

TABLE 1

Street Name/Segment	Count Road	Classification	Pavement Condition	Length (miles)
Fremont Street Old Dufur Road to Hwy 197	152	Arterial	Good	0.37
Hostetler Street 6th Street to 10th Street	528	Collector	Good	0.58
Dry Hollow Road Remaining area in City Limits	106	Arterial	Good	0.10
East 2nd Street Big Jim's to City Limits	182	Arterial	Good	1.17
West 10th Street Walnut Street to City Limits	503	Arterial	Good	1.69

East 10th Street Richmond Street to City Limits	109	Local	Good	0.11
Cherry Heights Road West 13th Street to City Limits	504	Arterial	Good	0.17
Myrtle Street West 7th Street to West 8th Street	520	Local	Good	0.08
West 8th Street Walnut Street to Snipes Street	521	Local	Good	0.64
Mill Creek Road Sunset Valley Road to "Local Access"	3	Arterial	Good	0.19
Snipes Street 9th Place to 10th Street	508	Collector	Good	0.19
West 2nd Street Hostetler Street to Cul-de-sac	591	Collector	Good	0.30
Columbia View Drive (Freemont) Summit Ridge to 3720 Columbia View	152	Collector	Good	0.32
East 16th Street E of Golden Way toward E 15th	108	Local	Good	0.31
Richmond Street Old Dufur Road to East 12th Street	189	Local	Good	0.24

Section 3: Acceptable Street Condition:

a. County roads within the City Limits that meet the modified street standards in this agreement shall be accepted by the City once the road surface is brought up to a pavement condition rating of "Good" or better, and a functioning storm sewer drainage system as defined in Section 2(a) exists for the road. Collector and arterial roads with a pavement condition rating of less than "Good" shall receive an armor seal (double chip seal), thin-mix asphalt overlay, or crack seal to improve the surface condition before acceptance by the City. Minor residential (local) streets with a pavement condition rating of less than "Good" shall receive a single-layer chip seal, thin-mix asphalt overlay or crack seal to improve the surface condition before acceptance by the City.

b. Table 2 below identifies various County road segments within the City limits that warrant surface maintenance prior to acceptance by the City and the treatment needed, for which the City and County have agreed to a cost sharing arrangement for the labor, equipment and materials as identified in subsection (c) below to provide the needed treatments as follows:

TABLE 2

Street Name/Segment	County Road	Classification	Pavement Condition	Treatment Needed	Length (miles)
Chenowith Loop Road West 7th Street to West 10th Street	512	Collector	Good/fair	Crack seal	0.44
Pomona Street West 7th Street to West 10th	526	Local	Fair/poor	Chip seal	0.32
West 14th Street Kingsley Street to Elberta Street	590	Local	Fair	Chip seal	0.18
River Road Bargeway Road to ODOT ROW	514	Collector	Fair	Armor seal	1.65
Kingsley Street West 13th Street to West 16th Street	540	Local	Good -	Crack seal	0.12
Snipes Street		Collector	Good/fair	Armor seal	0.39

West 6th to West 9th Place	508				
West 7th Street Hostetler Street to Snipes Street	536	Collector	Fair	Armor seal	0.42
West 8th Street Hostetler St to Chenowith Loop	521	Local	Good -	Crack seal	0.21
Cascade Street - All	539	Local	Good -	Crack seal	0.12
Cascade Court - All	538	Local	Fair	Crack seal	0.03
Verdant Street West 10th Street to West 13th Street	524	Local	Fair/poor	Chip seal	0.14
Elberta Street West 13th Street to West 14th Street	584	Local	Fair	Chip seal	0.05
Walnut Street West 10th Street to Griffith Motors	518	Collector	Fair	Armor seal	0.18
Walnut Street West 13th to West 10th Street	518	Local	Fair	Chip seal	0.13
Old Dufur Road Richmond Street to Lambert Street	142	Arterial	Good -	Crack seal	0.21
Bret Clodfelter Way Hwy 197 to gate	155	Local	Fair	Chip Seal	0.68
Lambert Street Old Dufur Road to City Limits	184	Local	Fair	Chip seal, ditch refresh	0.04
Viewpoint Road Lower Eightmile Road to City Limits	187	Local	Fair	Chip seal	0.25
Morton Street East 15th Street to East 18th Street	188	Local	Fair	Chip seal	0.14
West 13th Street Cherry Heights Road to Verdant Street	501	Collector	Good/fair	Armor seal	1.11
Sandy Street West 10th Street to Walnut Street	581	Local	Fair	Chip seal	0.11
West 2nd Street Snipes Street to Hostetler Street	591	Collector	Fair	Armor seal	0.34
East 18th Street Between Thompson and Morton Streets	185	Local	Good -	Crack seal	0.33
Snipes West 2nd to Dead End	508	Local	Poor	City zip Cnty Surface	0.06
Emerson Street West 10th to City Limits	543	Local	Fair	Chip seal	0.06
East 16th East from East 15th	108	Local	Gravel	Grade/roll	0.10
Columbia View Drive (Fremont) Hwy 197 to East Knoll	152	Collector	Good	Armor seal*	0.23
Skyline Road Mt. Hood Street to City Limits	151	Arterial	Good-	Armor seal*	0.14

*Road was single-layer chip sealed in 2012/2014; needs second chip seal for Armor seal.

c. To complete the identified maintenance work on the current County street sections in Table 2, and City street sections in Table 3, the County agrees to provide the necessary labor and equipment, and the City will purchase the necessary materials and assist with labor.

TABLE 3

Street Name/Segment	Chip Seal Width (ft)	Classification	Length (miles)
West 14th Street Union to Mt Hood	24	Local	0.46
Old Dufur Road E 10th to Fremont	27	Arterial	0.75
Columbia View Drive East Knoll to Summit Ridge	24	Collector	0.32
Brentwood Drive Columbia View Drive to end	20	Local	0.33
Cherry Heights Road W 10th to City Limits	42/26	Arterial	0.19
Washington Street E 4th to E 7th	34	Arterial	0.10
Scenic Drive Garrison to CGCC entrance	22	Collector	1.16

d. The maintenance work identified in Tables 2 and 3 is to be completed in fiscal year 2015-16 unless a one year extension is mutually agreed to by both parties.

e. This Agreement constitutes a onetime agreement for the roads that are identified in Tables 1-3. This Agreement does not bind the parties to these terms for any future roads that are incorporated into the City Limits as a result of annexation.

Section 4. Transfer of Jurisdiction

County agrees to initiate the process for transfer of jurisdiction of the County roads listed in Tables 1 and 2 under the process outlined in ORS 373.270(2). Proceedings to initiate the transfer of jurisdiction for a County road shall not be initiated until the road meets the modified street standards as set forth in this agreement, the road surface has been brought to a paving condition of "good" or "better", and the road has a functioning storm sewer drainage system as defined in Section 2(A). Transfer of jurisdiction shall be effective as defined in ORS 373.270(7).

City of The Dalles

_____
Stephen E. Lawrence, Mayor

Attested: _____
For City Julie Krueger, City Clerk

APPROVED AS TO FORM:

_____
Gene E. Parker, City Attorney

Wasco County

_____
Steve Kramer, Commissioner

_____
Scott Hege, Commissioner

_____
Rod Runyon, Commissioner

Attested: _____
For County Kathy White, Executive Assistant

APPROVED AS TO FORM:

_____
Kristen Campbell, County Counsel

Agenda Item
District Meetings

- Library Service District Packet located on County Website
- 4-H & Extension Service District Packet located on County Website

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Agenda Item
Public Works/Planning Work Session

- GPA Architects Proposal
- Peter Meijer Architect Proposal

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PROPOSAL FOR:

WASCO COUNTY PUBLIC WORKS

FACILITY ANALYSIS & CONCEPTUAL DESIGN

MAY 5, 2015

GPA Architects LLC

2701 NW Vaughn, Suite 764, Portland, OR 97210
503-274-7800 Phone, 503-274-7803 Fax

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- Work Plan
- General Project Approach

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- ODOT Region 4 Headquarters Conceptual Master Plan
- BPA Code Compliance Evaluation Project
- City of Portland Water Meter Test Facility
- BPA Snohomish Substation Control House Expansion

3. Company Information: GPA Architects, LLC

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- Firm History
- Organizational Chart
- Resumes
- Firm Descriptions

4. Additional Information - Past Relevant Projects & Public and Government Project List

5. Fee Proposal

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1. METHODOLOGY AND UNDERSTANDING OF THE PROJECT

Project Understanding

We have read and understand the RFP. The following is our understanding of the facility upgrade program goals:

- The County is seeking to develop a concept design and estimated budget for the remodeling and modification required to consolidate the various departments in the existing public works building in order to create an efficient and inviting "one-stop" location for permitting new development.

- From the RFP: "Review of building spatial limitations, including current building systems. Assessment of building function and flow, which may require interviews of staff and customers. Review of efficiency of space and analyze current work spaces and flow. Identify shared space potential, with regards to workspace, storage, IT or other office equipment. Identify any efficiency of cost-effective layout alterations that may possibly defer reconstruction or remodel activity."

- Create a one-stop center for information and permitting needs for new development.

- Create a single and easily recognizable public entrance and reception area that is welcoming and will not allow disruption of business, as well as prevent the public from wandering through the facility.

- Create efficient communications between departments through appropriate adjacencies and flow of personnel.

- Provide handicapped accessibility for the public and staff

- This study will be used to set budget and obtain funding from the County. To assist the County we will provide:
    - A detailed construction cost estimate of the preferred option plan.
    - The amount for potential professional fees.
    - The amount for potential permit costs (building, SDCs and etc.).
    - Architectural, mechanical, electrical, and structural engineering review and assistance in the development of the design concepts and associated impacts and costs.

- Attached plan indicates the study area.

Work Plan

- Before the project kick off meeting, we will confirm lines of communication and responsibilities. Robert Schroeder will be the primary contact for the design team. We prefer that the County have a single point of contact that is authorized to resolve conflicting priorities among the user groups. Time from notice to proceed to the kick off meeting will be dependent on the availability of County personnel that need to attend.

- Develop a project schedule in cooperation with the County's PM.

- Kick-off meeting with County PM and Representative of each User Group (1 day)
    - Explain scope and objectives/goals (coordinate with PM prior to meeting)
    - Hand out programming form and explain how to use the form and what information is necessary.

- Since documentation is not available, measure the building and note the condition of systems (same day as kick-off meeting).

- Receive by e-mail the completed programming forms from the County (approx. 10 work days after the kick-off meeting).

- Review e-mail responses to the program form and compile information to create a preliminary program. Develop the preliminary program including listing of personnel, furnishings, equipment, and three (3) concept floor diagrams indicating group adjacencies based on gross floor areas for each use. Provide a ballpark construction cost estimate for each, based on square footage costs of similar projects (10 work days).

- Schedule the preliminary program review meeting with the County. Scheduling the meeting will be dependent on the availability of the user group's representatives.

- Discuss the preliminary program and program concept floor diagrams with the user groups. Conduct the discussion by interviewing one designated representative of each group, one group at a time (1 day).

- County PM confer with users and select a preferred option floor diagram for development into a concept floor plan (approx. 5 work days).

- Adjust the preliminary program and use the adjusted program to create the concept floor plan.

- Perform a building code (Oregon Structural Specialty Code) and development code check (concurrent with other activities).

- Develop the preferred concept plan and submit for approval (10 work days).

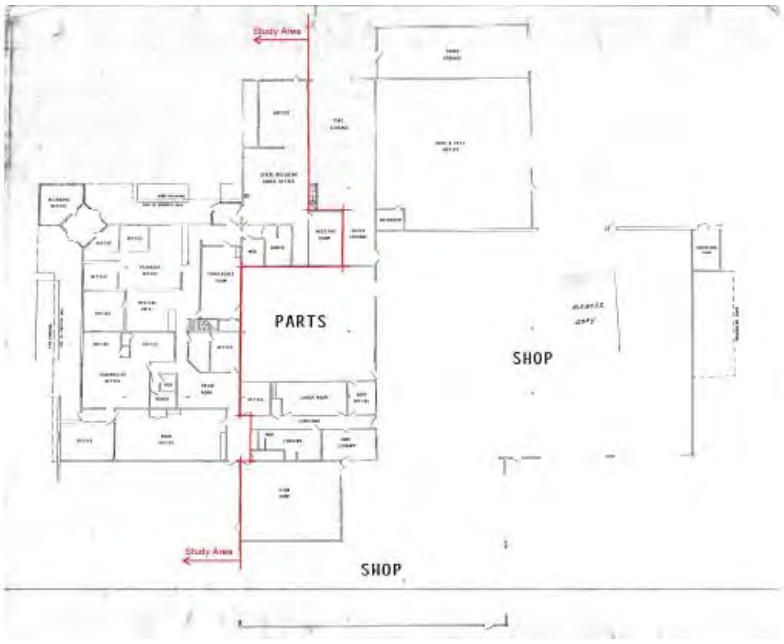
- Incorporate comments and develop the construction cost estimate (15 work days).

- Develop the Draft Building Assessment Study documentation and recommendations (10 work days).
  The document will include:
    - o Team (PM, Users, A&E)
    - o Executive summary
    - o Building condition statement
    - o Preferred Concept
    - o Recommendations and implementation timelines
    - o Construction cost opinion for preferred option and project budget (The County will need to add their own internal soft costs):
      - Construction cost estimate
      - Potential professional fees
      - Potential permit costs, SDCs and etc.

- Submit study to the County for review. Incorporate County comments and submit final study to the County. Provide five (5) hard copies and a PDF copy.

The work plan can incorporate the following optional services, at the County's discretion:

- Assist with presentation to County Commissioners.
- Structural evaluation of building (Optional Service, since upgrades are not required. See Section 5, Fee Proposal, for scope of work).



General Project Approach

- **Principal-in-Charge**
  Steve Plowman is the principal-in-charge and will be involved throughout the project. Early involvement will be frequent to understand and set-up the project. He will be responsible for contracts and for checking design and construction documents prior to submission to the County. Steve will be fully aware at all times of the status of the project and will be responsible for directing the work if the Senior Project Architect, Robert Schroeder, is unavailable. This will ensure that the project is never without an experienced senior member of the firm in charge.

- **Senior Project Architect**
  Robert Schroeder will be responsible for coordinating the project with the County, interfacing with the County's user groups and technical staff, attending all meetings, managing consultants and supervising the project from start to finish.

- **Documentation**
  Results of the meetings and other information transfer will be in writing and distributed to all interested parties to ensure a coherent and accurate record of the decision making process.

Meeting Budgets and Schedules

- **Research and Programming**
  Maintaining project budgets and schedules requires not only providing trained staff but early planning to establish a realistic budget and schedule.

- **Schedule**
  The requirements of the county's review and approval process, as well as critical dates must be established well in advance and adhered to throughout the design process.

- **Setting Goals**
  Prior to beginning, the project schedule will be evaluated relative to the scope of work and the work effort necessary to achieve the schedule goals. The results of this evaluation will be discussed with the County PM. Consultants will be directly involved in the evaluation and discussion. Results of this discussion should be a coordinated scope of work, schedule and work effort.

- **Monitor Progress**
  As the project progresses, the schedule is closely monitored. Decisions and events that appear to affect the project's scope and schedule will be identified as soon as they are known, and the consequences and possible solutions will be discussed with the county's project manager.

Consultant Management

- **Management**
  We aggressively manage our consultants so they provide the same performance and controls that we provide. The Project Architect, Robert Schroeder, will have the primary responsibility for coordinating the consultants.

- **Pre-design Coordination**
  Coordination of consultants begins prior to design when the project's scope and schedule are evaluated. The consultants are required to participate in the evaluation, and perform within limits of the schedule and budget.

Sustainability

GPA is committed to sustainable design. GPA and all engineering consultant firms on our team have LEED Accredited Professionals on staff. We recently completed the Portland Water Bureau Meter Test Facility which included a rooftop photovoltaic system and is the first City of Portland owned certified LEED Gold building. Our ODOT Maintenance Facility in Sisters is designed to meet Oregon DAS Sustainability Self-Assessment goals. Our projects for ODOT must meet the State of Oregon DOE SEED (State Energy Efficient Design) requirements. We have utilized such sustainable elements as daylighting, ground-source heating, locally sourced/recycled materials and high efficiency lighting and plumbing fixtures.

Quality Control Procedures

- **Approach**
  We approach quality control as an integral part of our services, not as a procedure to be tacked on at the end. While we do conduct a comprehensive review of our work upon completion, we also establish a culture of quality in our firm that pursues quality and accuracy while we work.

- **Principal-in-Charge**
  We provide hands-on involvement of the Principal-in-Charge in all projects. This provides our clients with professional accountability and the knowledge that the firm‘s owner has a complete awareness of the quality of services provided.

- **Office Manual**
  A key part of the quality control process in our office is our Office Manual. Each employee maintains a copy at their station, which includes processes, guidelines, and requirements for our projects. The Manual includes checklists for code checks, specification coordination, information to be included in documents, cross referencing, and document checking.

- **Site Investigation**
  The Project Architect leads a thorough investigation of the site and existing facilities with all design disciplines to document as thoroughly as possible all existing conditions which might affect project design, schedule, or cost. Site investigation findings are coordinated with all disciplines to establish a project specific quality control checklist.

- **Reviews**
  Regularly scheduled in-house reviews of all drawings and specifications during production are a standard part of quality control procedures by GPA. Comprehensive internal reviews occur prior to releasing drawings, or specifications for review by the county. The Project Architect and Principal-in-Charge participate fully in these reviews.

- **Documentation**
  We clearly document the decision making process. This documentation provides a basis for an ongoing evaluation of response to the program, and ensures project goals are met. Documents for each discipline will be reviewed by the principal of the firm.

- **Building Code**
  We comply with local building codes and federal requirements. We do a thorough code check to identify major concerns early in the design process. Code requirements and issues are identified and addressed on the initial sheet of the construction documents, putting all the required information where it can be easily found by plans examiners, contractors, and inspectors. Early in the design of the project we meet with the local building department to receive any comments that they may have.

- **Drawings and Specifications**
  We tailor our office production standards to meet the requirements of the Owner’s drawing and specification standards for the production of bidding documents.

- **Accountability**
  We remain committed to our client and the project until it is successfully completed. We will immediately address any issues that occur during construction. We will be available any time to troubleshoot issues, and clarify the intent of our documents. We give projects under construction our highest priority due to the sensitive schedule issues and the high costs associated with idled construction. Clarifications and drawings issued during construction are subject to the same quality control measures as the primary construction documents.

- **Commitment**
  Our commitment to the project does not end at the completion of construction. Prior to the end of the one-year construction warrantee period, we will conduct an on-site review of the project to assist the City in determining any outstanding construction issues that need to be resolved prior to the expiration of the warrantee period.

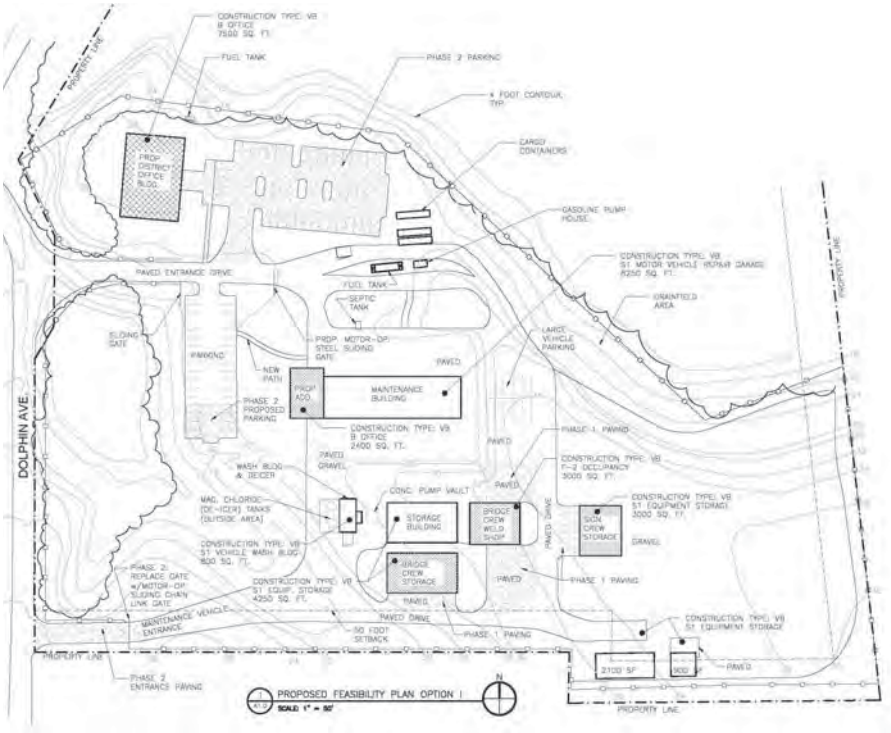
2. SIMILAR PROJECTS

Malarkey Building Renovation 2014

The scope of this project consisted of the conversion of an existing pre-engineered metal warehouse building into a two-story office building. Our services included providing photographs and space planning services to determine which of the company's departments could make the most efficient use of the 7,900 S.F. of space. Based on this analysis, it was determined that Customer Service, Technical Services, and Accounts Payable would be relocated into the new space. Working with department representatives we developed a plan for each department, including open office space, private offices, and support areas such as break, toilet, and copy rooms. We developed construction drawings, including furniture layout drawings and interior finish drawings.

Reference: *Scott McDaniel, Malarkey Roofing Products (503) 283-1191*

ODOT Warrenton Maintenance Station Feasibility Study 2013



Reference: *Mark Fletchall, ODOT Project Manager 503-986-5789*

This study (completed in May 2013) was initiated to determine the feasibility of consolidating personnel from other facilities to this site. The study resulted in determining that relocation of personnel was feasible. New buildings and site improvements included a 7,500 S.F. district office building and associated parking, a 2,400 S.F. crew room and office addition to the existing maintenance building, a 4,250 S.F. Bridge Crew storage building, a 3,000 S.F. Bridge Crew weld shop, a 3,000 S.F. Sign Crew storage building, as well as site access control at the District Office building to prevent unwanted traffic in the maintenance area of the facility, and improvement of one of two vehicle access points to the facility. This stud included provisions for site utilities and pacing, architectural, structural, HVAC, and electrical improvements. The study was coordinated with the City of Warrenton to ensure that jurisdictional requirements were included.

ODOT Region 4 Headquarters Conceptual Master Plan 2005-2012

Conceptual Master Plan 2005:
This master plan study for ODOT, at their property on Highway 97 in Bend, analyzed the use of 5.3 acres of their 19.6 acre property for consolidation of personnel. The architectural, structural, mechanical and electrical components of the existing headquarters building and visitor's center (recently purchased by ODOT for conversion to an office building) were evaluated to determine if reuse of the buildings was a reasonable alternative to constructing a new building. The review of local development codes and comprehensive plan, impact to the site of local transportation systems, capacity of existing utilities, storm water treatment, and condition of the existing buildings were included in this study. Eleven options were developed through interactive sessions with ODOT personnel. Cost estimates were developed for each option based on 2005 construction and also projected to 2015.

Conceptual Master Plan 2009:
GPA produced an update of the master plan preferred option that make adjustments based on a potential financing option identified by ODOT. New program information and budget resulted in reuse of the existing headquarters building, the welcome center building and a new building area of 13,200 square feet.

Master Plan Implementation 2012:
Based on the updated master plan, ODOT constructed a new headquarters building and converted the visitor's center to a DMV office. GPA was retained to conduct an assessment of the mechanical and electrical systems and an accessibility audit of the original region headquarters building. Based on the findings, GPA designed upgrades of the mechanical and electrical systems in the remodeling of the building's restrooms.

Reference: *Jeff Labhart, ODOT Region 4 Business Manager (541) 388-6191*

BPA Code Compliance Evaluation Project 2010 - 2011

Fourteen (14) of BPA's facilities were identified (in a system-wide cursory study by others) as deficient relative to current editions of NFPA 101 and International Building Code (IBC). BPA determined that these facilities required a detailed life-safety code evaluation to develop a list of improvements. GPA assisted in the development of a BPA-approved abbreviated compilation of the two referenced codes that recognized the uniqueness of the functions and occupancies of many of their buildings. GPA then evaluated each facility utilizing this document The evaluation included building construction type, building area, occupancy type, egress, and mechanical and electrical systems. Development of construction documents to correct deficiencies will follow after BPA review and prioritization of the deficiencies.

Reference: *Noah Carlson, BPA Project Manager 503-230-4059*

City of Portland Water Meter Test Facility - LEED Gold Certified 2010

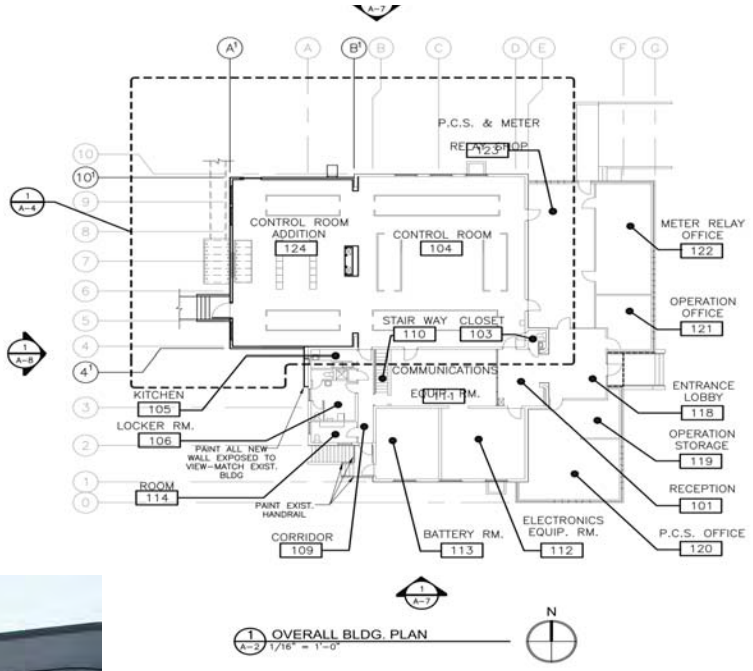
The Water Bureau Meter Test Shop was relocated to their Fleet Building, which was constructed in 1973 and had functioned as a vehicle maintenance facility. The building is constructed of concrete and concrete masonry and consists of 10,700 S.F. on the upper level that now houses the meter shop and related support functions, and a 3,300 S.F. lower level (basement). This project involved nearly complete demolition of the interior and reconfiguration suitable for the Meter Shop and related office and support spaces, as well as seismic resistance upgrade, new HVAC, new plumbing and new electrical. Initial design efforts were directed at assessment of the structure for modification to accommodate the meter shop program requirements and a complete seismic resistance upgrade. The project incorporated a photovoltaic system (solar hot water system). Reducing the building's storm drainage impact on the public system resulted in the feasibility of diverting parking run off to an on-site storm water infiltration area. This was judged too costly to be appropriate for this project, but we were able to divert the roof drainage. The City of Portland required LEED Silver certification, but this project achieved LEED Gold.

Reference: *Mike Ross, Water Bureau Project Manager 503-823-7408*

BPA Snohomish Substation Control House Expansion 2013

BPA's 10,544 S.F. Snohomish Substation Control House required a 1,470 S.F. Control Room expansion. The existing building also required seismic upgrade to the structure and anchorage of all equipment and shelving to meet BPA's readiness standards. This design enabled the Control House to be fully functional during construction. The scope of the project included replacement lighting to increase energy efficiency, upgrading the fire alarm system, replacement of the suspended acoustical tile ceiling, and HVAC for the addition, as well as replacement HVAC for critical equipment areas of the existing building.

Reference: Joe Bebee, BPA Project Manager 360-619-6742



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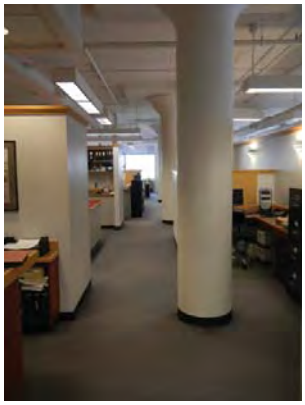
3. COMPANY INFORMATION: GPA ARCHITECTS, LLC

For over 30 years, GPA Architects has been a service-oriented firm that provides solutions to complex architectural and planning problems. With a current staff of 13, our services include architectural design, master planning, space planning, interior design, and facility audits. We approach every project with responses tailored to fit the needs of the client and specific project criteria. Each project receives the same level of respect and attention, regardless of size and scope. It is our belief that even the most modest project deserves the attention to detail that makes the difference between "good enough" and "exceeding expectations." We make the most of every opportunity to improve the design of a project within the context of budget and functional needs. The firm has been certified by the State of Oregon as an Emerging Small Business, Certificate #7878.

Firm Profile



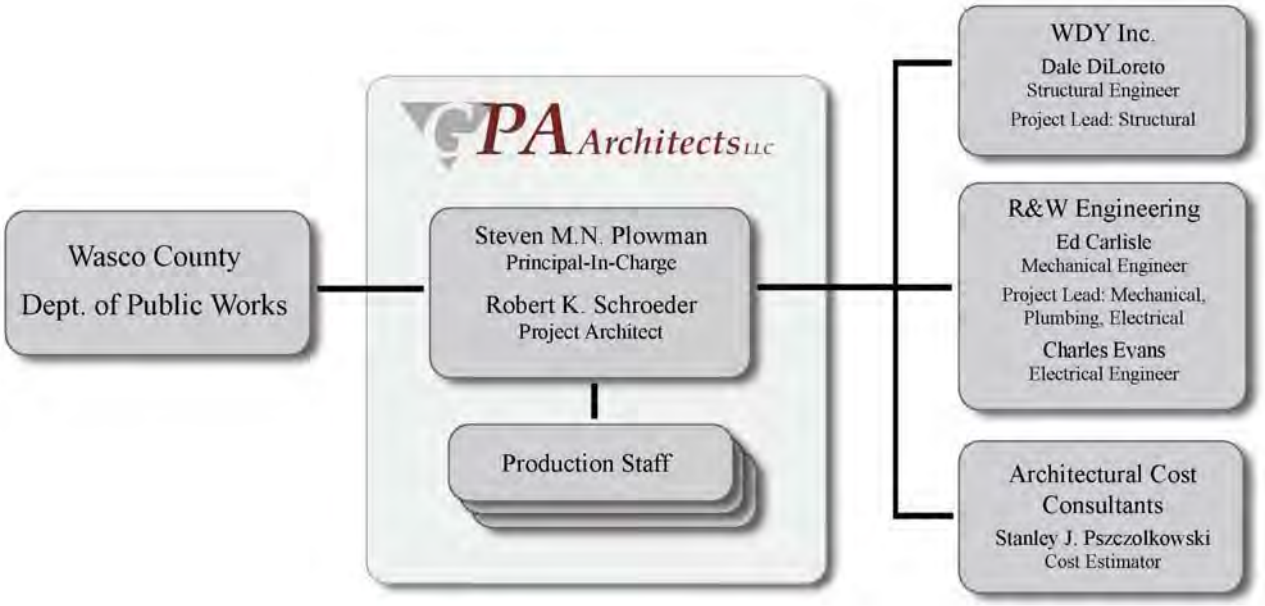
The firm was formed in 1984 as Gazley Plowman Architects by Eric Gazley and Steve Plowman. After Eric's retirement in 2011, Steve continued the firm as GPA Architects, LLC.

The initial client list of the Port of Portland and Pacific Northwest Bell has greatly expanded since then, and includes a number of the Northwest's leading public agencies and corporations, including ODOT, the Bonneville Power Administration, Portland State University, the City of Gresham, Verizon, and AT&T. Thanks to this broad range of clients, GPA has been able to provide services for an equally broad spectrum of projects. We provide sustainable, feasible, and budget-worthy solutions for our projects. A recent project for the Portland Water Bureau became the first city owned building to receive LEED Gold certification.

Firm History

Proposed Design Team

Our firm leads a design team composed of firms experienced in providing the engineering and consulting services which are required for this project. Each of these consultants have long histories of experience with our firm in providing services for public contracts and are staffed with personnel capable of bringing that experience to this project. WDY Inc., R&W Engineering, and Architectural Cost Consultants are members of the design team for our current indefinite delivery, indefinite quantity and contracts for Oregon Department of Transportation, Bonneville Power Administration, and Portland State University. Our design team has completed feasibility and planning studies, facility needs assessments, programming, zoning and land use review services, space planning, and building design through these contracts.



GPA Architects, LLC

Steven M.N. Plowman, A.I.A.
Principal-In-Charge
Education: B. Architecture, University of Oregon
Registered Architect in Washington, Oregon, Idaho, Montana, Arizona, and New Mexico
Professional Affiliations and Activities: National Council of Architect Registration Boards, American Institute of Architects, Former Member of City of Beaverton Board of Site and Design Review, Former Member of City of Beaverton Mayor's Committee for Canyon Road, Former Member of Washington County Planning Commission, Former Member of Washington County Department of Housing Advisory Committee.

Steve has 37 years of architectural experience. His experience includes multi-project tenant improvements for American Airlines and Alaska Airlines, as well as Facility and Maintenance Audits of 27 Port of Portland buildings. Steve is also the Principal-In-Charge for the firm's Master Contracts with the Bonneville Power Administration, Portland State University, and the Oregon Department of Transportation, with projects including planning studies, classroom remodels, code studies, substation control house, and maintenance facility designs. Steve graduated from the University of Oregon in 1978 with a Bachelor of Architecture degree. Steve will be the Principal-In-Charge and Architect-of-Record. He will be in charge of the contract, provide quality control prior to milestone submittals, and will be the primary point of contact for all contractural issues. He will attend start-up meetings to assist in defining the scope of work and project goals, and will be responsible for maintaining appropriate staffing levels to perform the services of this contract.

Robert K. Schroeder, A.I.A., LEED AP
Project Architect
Education: B. Architecture, University of Oregon
Registered Architect in Oregon
Professional Affiliations and Activities: American Institute of Architects

Bob has 41 years of experience with four Portland architectrual firms, including five years as a contract Project Architect with the Bonneville Power Administration. He has been with GPA Architects for 12 years and has been the Project Architect on projects for the Bonneville Power Administration, the Oregon Department of Transportation, Oregon University System (PSU projects), Maryville Nursing Home, and Tualatin Hills Park and Recreation District. He was also the Project Architect for the Portland Water Bureau Meter Test Facility, which obtained LEED Gold Certification. In addition, he is the Senior Project Architect for the firm's contract with Portland State Univeristy. Bob graduated from the University of Oregon in 1974 with a Bachelor of Architecture degree. He is a licensed architect in Oregon and a LEED Accredited Professional. Bob will be responsible for coordinating the design program with Wasco County Public Works, interfacting with the Agency's user-groups and technical staff, attending all meetings, managing consultants, and supervising the production of project documents.

Bob will be the primary point of contact for Wasco County Public Works' PMs. Bob has fulfilled this role on all ODOT, BPA, and Portland State University projects, and has had a continuous working relationship with the primary consultant team since he joined the firm in 2002. Bob has also spent 5 years working within BPA's facilities architectural group, assisting with project management of the A/E firms on contract with BPA. This experience has provided Bob with a unique perspective on the relationship of client and A/E firms working with public agencies.

WDY, Inc. *Structural Engineering*

Founded in 1985 by Robert Walker, WDY's eighteen-person team has the capacity to provide structural engineering for this project. WDY has proven expertise in providing structural engineering for public facilities, including condition studies, seismic evaluations, remodels, additions, and structural repairs. They focus on the overall goals of each individual project and strive to produce detailed solutions best suited to meet these goals. WDY is an Oregon corporation. Their staff includes eleven registered professional engineers licensed in the state of Oregon. WDY has over 25 years' experience working with GPA Architects on public projects.

Dale DiLoreto
Project Lead - Structural
Education: B.S. Civil Engineering, Oregon State University
Registered Structural and Civil Engineer in Washington, Oregon, and other states

Dale J. DiLoreto has worked as a consulting structural engineer for over 30 years. He joined R.A. Walker Engineering in 1987 and became a principal in 1990, at which time the firm was incorporated as Walker/DiLoreto/Younie (WDY). His career experience includes civic buildings for state, county, and city governments, as well as quasi-government organizations. Public building experience includes Wasco County PUD Phases 1 and 2, Klickitat County Pioneer Center, and Washington County courtroom remodel. His conditions studies experience includes One Community Health Center in The Dalles, Warner Pacific College, and St. Edwards Church. Mr. DiLoreto has designed and evaluated buildings constructed of reinforced concrete, reinforced masonry, steel, and wood.

R&W Engineering, Inc. *Mechanical & Electrical Engineering*

R&W Engineering, Inc., now in business for over 35 years, is an engineering consulting firm specializing in electrical, mechanical, and automation engineering. Their services include energy analysis, power quality, automation. and connectivity engineering. R&W has completed many successful maintenance facility projects for ODOT, including planning studies and facility design. They have provided services for the US Forest Service, General Services Administration, Housing Authority of Portland (Home Forward), Housing Authority of Clackamas County, Veteran's Administration, United States Postal Service, US Army Corps of Engineers, and the Bureau of Indian Affairs. Each member of the design team has many years of experience successfully and efficiently delivering projects on time and within budget. R&W fully understands the tight financial constraints and design schedules that are common to public projects.

Ed Carlisle
Project Lead - Mechanical and Electrical
Education: B.S. Business Management, Linfield College;
A.A.S. Mechanical Engineering Technology, Portland Community College
Registered Mechanical Engineer in Washington, Oregon, California, Colorado, Nevada

Mr. Carlisle, in the industry for over 25 years, has a very extensive and diverse experienced history in engineering. Mr. Carlisle has acquired a great deal of experience in the engineering field, progressing from a designer to a Senior Engineer, and is experienced in engineering diverse systems in HVAC, plumbing and process piping. During his career, he has obtained a registered professional engineering license as well as a BS in management. Mr. Carlisle is also leading R&W's formal move into sustainable design. He is a LEED Accredited Professional who has been involved in several LEED (USGBC) and SEED (ODOE) projects.

Charles Evans, P.E.
Electrical Engineer
Education: B.S. Electrical Engineering, Oregon State University;
Professional Affiliations and Activities: Construction Specifications Institute (CSI) and Cascadia GBC - Living Future

Mr. Evans has over 13 years of comprehensive and practical experience in commercial construction and engineering, derived from being an electrician (4 years), E.I.T. (4 years), and professional engineer (5 years). He brings with him a unique array of project experience, including, but not limited to, datacenter, semiconductor commercial, lab, industrial, healthcare, education, and residential. From that project experience, he has proven uniquely qualified in complex high-density designs (such as you would find in the semiconductor industry and healthcare) where cohesive, flexible, and productive communication with vendors, facility staff, clients, code officials, and other team members is key. Mr. Evans builds from a strong base of commitment to project succes through his design experience, code knowledge, technical writing, and understanding communication style.

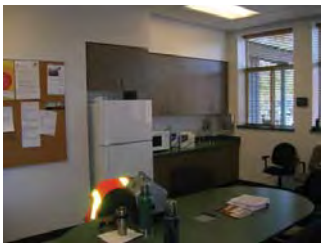
Architectural Cost Consultants

Architectural Cost Consultants was established in 1988 with the purpose of providing an effective tool for architects, owners, and developers to monitor and control costs throughout the entire design process. Stan Pszczolkowski, Principal, has been involved in the estimating component of the architectural field since 1977. The ACC team uses their architectural training and background to build realistic, detailed cost models early in the design process. ACC understands that the establishment of budgtets and control of building costs during the programming and design phases of a project is an interactive process. That's why they work closely with designers, engineers, owners, and contractors and encourage close scrutiny of estimates and validation of assumptions by all members of the project team. The ACC team provides detailed quantity take-offs and cost estimating for all divisions of the work (from landscape through electrical), using the most applicable take-off processes and software.

Stanley Pszczolkowski
Cost Estimator
Education: B. Architecture, Texas Tech University
Registered Architect in Oregon, New York, Massachusetts

Mr. Pszczolkowski has experience both as a chief cost estimator (he was an associate in the firm of Skidmore, Owings and Merrill in New York) and as an estimator and project manager for medium to large construction companies. With his background as an architect he brings a unique perspective to projects, having viewed the design and construction process from both sides. Stan has been involved in a variety of project types including education facilities, health care facilities, laboratories, libraries, housing, and industrial projects.

4. ADDITIONAL INFORMATION - PAST RELEVANT PROJECTS



ODOT Sisters Maintenance Station

This facility includes a 10,300 S.F. Maintenance Building, consisting of office and crew areas, storage and supply areas, vehicle maintenance and vehicle storage, as well as a 5,400 S.F. Equipment Storage Building. Several energy efficient strategies were used, including a ground source heat pump system with solar thermal as a supplemental source and daylighting (supplemented by artificial lighting on sensors). The facility is designed to meet the State of Oregon LEED Silver Equivalency, State Energy Efficient Design (SEED), and 1.5% for solar energy systems.

ODOT Sand Shed

This 4,800 S.F. pole building (with metal siding) for storage of winter road sand is located at the interchange of Hwy 26 and Jackson School Road near Hillsboro in Washington County. Design of the building is typical of ODOT's sand sheds, and has enclosed areas for shop/ storage, and scoop vehicle storage. Exterior colors comply with Washington County's design review requirements that it blend in with the neighboring agricultural buildings.

ODOT Lake of the Woods Maintenance Station

This 7,500 S.F. building at the Lake of the Woods Maintenance Station includes vehicle maintenance and storage bays, lube bay, wash bay, and office areas. A waste water evaporator treatment system is utilized for the wash bay, as well as for the other vehicle bays. A differential slope roof was proposed to lessen amounts of snow falling off the building on the functional side of the building. This was based on a similar successful project for ODOT at Government Camp, OR.

Tualatin Valley Water District

As the original architect for a 20,100 S.F. maintenance facility complex on a four acre site, our firm was retained to design three subsequent additions to the facility, to conduct a facility audit, and to assist in developing a transition plan as required by Title II, Subtitle A, of the ADA. The original construction included a 9,375 S.F. office building, a 3,352 S.F. vehicle maintenance shop, a 4,469 S.F. warehouse, a 2,000 S.F. covered parking area, a 2,234 S.F. maintenance crew area, and a fuel island. A 3,000 S.F. addition to the office building was added later, infilling the courtyard between the office building and the shop building, and included the accessibility upgrades recommended in our previous audit. Construction was completed on another addition of nearly 2,000 S.F. of office space, and 1,500 S.F. of remodeled locker rooms and crew rooms.

ODOT Government Camp Maintenance Building

This project replaced an existing maintenance facility. ODOT was able to maintain operations during construction by demolishing the existing building and constructing the new buildings in two stages. Readily available building materials and building systems were selected in response to the short construction period, which was a necessity due to the climate at the location.

Gresham Operations Center Master Plan

This plan provided an analysis of the existing and future needs of the City for the development of an 11.2 acre site. The study included not only the needs of the Department of Public Works, but the addition of an Emergency Response Center, Evidence/ Property/Record Storage for the Police Department, and provisions for a future fleet maintenance facility. This study was also the basis for the development of the building program for the design of the 30,000 S.F. Operations Center.

Gresham Operations Center

This 27,000 S.F. facility includes a main building for offices and shops, a materials and vehicle storage building, a hazardous waste storage facility, waste decant station, fenced storage yard, fuel island, and a washdown facility. The site is split by a gully and the vehicular site circulation between current and future construction was carefully considered. The site is adjacent to a sensitive wetland and public park trailhead, requiring sensitive design and compliance with strict environmental regulations.

ODOT East Portland Maintenance Facility

This project involved the design of a 25,000 S.F. maintenance facility and a 4,800 S.F. vehicle storage building on an existing operations center site. The new facility includes 5,400 square feet of office space along with a 19,600 S.F. maintenance shop. The shop contains 9 bays with 2 (two) 5 ton cranes, lube pit, wood shop, and a welding shop. Replacing the existing maintenance building in the same location required careful planning of the demolition of the existing building and construction of the new building. A plan to construct the new building maintenance facility in two stages (as half the existing shop building is demolished at a time), provided ODOT with the ability to maintain their operations on the site throughout construction.

BPA Shultz Maintenance Facility

This maintenance facility was designed in conjunction with a control house for a new substation. Four maintenance groups occupy the building. It was designed in phases to accommodate a fast track construction process and coordinate the construction of the substation electrical yard.

BPA Longview Maintenance and Operations Headquarters

This project consisted of a 24,000 S.F. facility, including a headquarters building with shops and offices, a materials storage building (un-built), storage yard, fueling station (un-built), and a vehicle and equipment storage building. Four separate operating and maintenance organizations occupy the facility.

Vehicular site access and circulation, as well as drive-through capability of the large shop spaces were a major generator of the design solution. Day-lighting was utilized throughout the facility as the main element in meeting and demonstrating the BPA's Energy Edge energy conservation program. The building received a 1995 Hammurabi Merit Award from the Oregon Masonry Institute.

Oregon Department of Fish and Wildlife Fish Screen Shop

Located in John Day, Oregon, this facility is for the fabrication and maintenance of fish screens, which prevent fish from entering irrigation systems. The building contains offices, shops, paint booths, and storage facilities.

DSU Diesel Truck Sales and Service Facility

This project involved the design of a 20,000 S.F. diesel truck sales and service facility including offices, showroom, warehouse, shop, steam cleaning, chassis dyno, and pressure wash facility.

A major design concern was site access, circulation, and parking of loaded vehicles. Energy efficiency efforts such as the use of daylighting, radiant heating in the shop, deep overhangs, low “E” insulated glass, and perimeter heat pump system in the office and showroom areas reduced initial mechanical equipment costs and future operating costs. A master plan was provided prior to design to determine the extent of the site to be developed and to identify future site development potential.

Captain Jack

We completed seven, 6,000-to-7,000 square foot buildings designed to contain large quantities of electronic control and communication equipment. Located at major substations, they provide for either remote or on-site control of the power system grid in the Pacific Northwest.

Our initial services prior to the design of the first control house was an analysis of the typical control house in use at the time. From this analysis, we developed a prototype plan which was modified for unique characteristics and capacity at each substation.

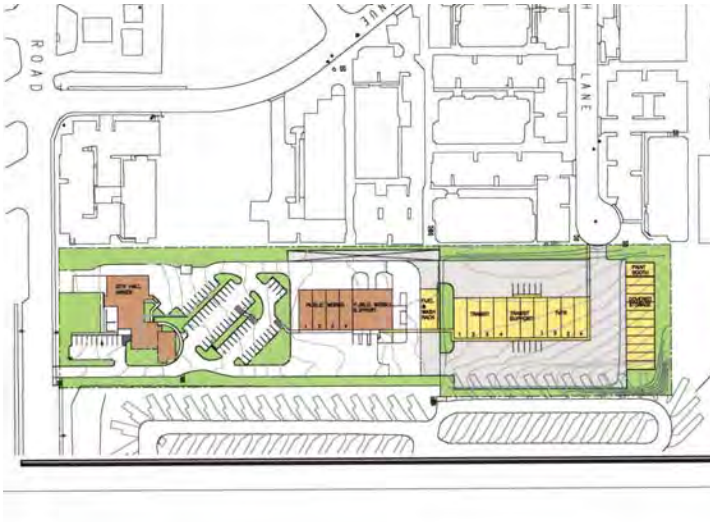
Bonneville Power Administration Substation

Captain Jack

Echo Lake

ODOT Siskiyou Rest Area and Welcome Center

This project replaced the decommissioned north bound rest area and tourist information center that was in the Siskiyou pass of Interstate 5 south of Ashland. In 1999 we designed and completed construction drawings for an upscale but traditional appearing freeway rest area with tourist welcome center, but the project was put on hold. In 2007, ODOT reactivated the project and with the participation of the Oregon Travel Information Council, requested a redesign in the Cascadian style. The facility is the first rest stop and gateway to the State for north bound travelers, and consists of a restroom building, lookout tower, covered walkways, plaza, and welcome center.



Wilsonville Site Analysis

Planning Studies

Portland Maintenance Facility
Wilsonville Site Analysis
ODOT East Salem
BPA Secondary Egress
Portland State
PDX Exit Study

Qwest Fiber Optic Hub

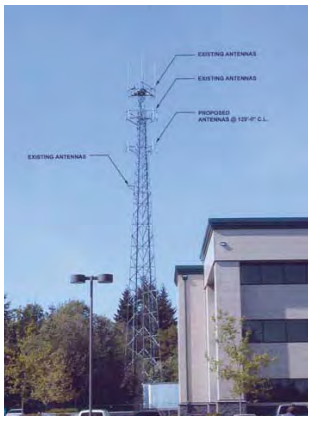
Wireless Stealth Design

Qwest 4th Avenue Computer Center

Communications

Qwest 4th Avenue Computer Center
AT&T / Cingular Switch
Wireless Site Design

- Verizon Wireless
- AT&T Mobility
- Sprint / Nextel
- Clearwire



Wireless Design

Jesuit High School

George Middle School

Gregory Heights Middle School

Education

Portland Community College Renovation Projects
Portland State University Renovation Projects
Jesuit High School
Gregory Heights Middle School
George Middle School
Oregon State University Administration Building and Addition

Miscellaneous Projects

4. ADDITIONAL INFORMATION - PUBLIC AND GOVERNMENT PROJECT LIST

Oregon Department of Transportation

Maintenance Facilities

- Lawnfield Crew/Storage Building & Fuel Station.....Troutdale, Oregon
- Troutdale Maintenance Building and Sign Shop.....Troutdale, Oregon
- Oakridge Crew Room Addition.....Oakridge, Oregon
- Sisters Maintenance Facility.....Sisters, Oregon
- Government Camp Maintenance Facility.....Government Camp, Oregon
- Lake of the Woods Maintenance Facility.....Lake of the Woods, Oregon
- East Portland Maintenance Facility Update and Completion Analysis.....Portland, Oregon
- Bend Maintenance Facility Crane Replacement.....Bend, Oregon
- Arlington Maintenance Building Addition.....Arlington, Oregon
- Manning Addition and Remodel.....Manning, Oregon
- Sandy Addition and Remodel.....Sandy, Oregon
- Bend Maintenance Facility Electrical Service Upgrade.....Bend, Oregon
- Santiam Junction Maintenance Station Power Service Study.....Santiam Junction, Oregon

Safety Rest Areas

- Siskiyou Safety Rest Area and Welcome Center.....Ashland, Oregon
- Cow Canyon Safety Rest Area Restroom Building Replacement.....Wasco County, Oregon
- Sage Hen Safety Rest Area Restroom Building Replacement.....Burns, Oregon
- Brothers Restroom Addition.....Brothers, Oregon
- Gettings Creek Restrooms.....Gettings Creek, Oregon
- Deadman Pass Improvements.....Deadman Pass, Oregon
- Stanfield Improvements.....Stanfield, Oregon
- Boardman Improvements.....Boardman, Oregon

Planning and Other Projects

- Warrenton Maintenance Station Master Plan.....Warrenton, Oregon
- Evaluation, Repair/Replacement for Five Storage & RV Shelters.....Santiam Junction, Oregon
- East Salem Facility Concept Master Plan.....Salem, Oregon
- Lawnfield Fuel Island.....Clackamas, Oregon
- Sand Shed, Jackson School Road.....Washington County, Oregon
- Cornelius Pass Stockpile Land Use Permits.....Multnomah County, Oregon
- Region 4 Headquarters Master Plan.....Bend, Oregon
- Milwaukie Vehicle Wash Bay.....Milwaukie, Oregon
- Interstate Bridge Control House.....Portland, Oregon
- The Dalles Office Building Expansion.....The Dalles, Oregon

Bonneville Power Administration

Maintenance Facilities

- Longview Maintenance Headquarters.....Longview, Washington
- Echo Lake Maintenance Facility.....Snoqualmie, Washington
- Schultz Maintenance Facility.....Ellensburg, Washington

Maintenance Facility Master Plans

- Standard Maintenance Facility Plan.....N/A
- Ross Complex Facility Plan.....Vancouver, Washington
- Bell Maintenance Facility Plan.....Spokane, Washington
- Covington Maintenance Facility Plan.....King County, Washington
- Kalispell Maintenance Facility Plan.....Kalispell, Washington

Substation Control Houses

- Snohomish Control House Expansion.....Snohomish, Washington
- Lower Monumental Control House Expansion.....Clyde, Washington
- Captain Jack Control House Expansion.....Malin, Oregon
- Alvey Control House.....Eugene, Oregon
- La Pine Control House Expansion.....La Pine, Oregon
- Red Mountain Control House.....Benton County, Oregon
- South Tacoma Control House.....Tacoma, Washington
- Echo Lake Control House.....Snoqualmie, Washington

Other Projects

- Construction Services Building HVAC Improvements.....Portland, Oregon
- Multi-Facility Life-Safety Study.....Oregon and Washington
- Master Specification for Switchyard and Control House Construction.....N/A
- Monroe Control Center, UPS and Battery Rooms.....Spokane, Washington

Port of Portland

Portland International Airport Projects

- Emergency Evacuation and Means of Egress Upgrade.....Portland, Oregon
- Alaska Airlines Tenant Improvement.....Portland, Oregon
- Corridor T1253/T1651 Upgrade.....Portland, Oregon
- Emergency Operations Center.....Portland, Oregon
- Hazardous Materials Storage Building.....Portland, Oregon
- Central Utility Plant Expansion.....Portland, Oregon
- Ticket Counter & Baggage Make-Up Remodel.....Portland, Oregon
- Equipment Storage Building and Maintenance Facility Improvements.....Portland, Oregon
- Passenger Loading Bridges.....Portland, Oregon
- Communications Center Equipment Rooms.....Portland, Oregon
- Ticket Lobby Signage Renovations.....Portland, Oregon
- North Cargo Building Remodel and Roof Replacement.....Portland, Oregon
- PDX Horizon Air Passenger Terminal.....Portland, Oregon
- PDX Alaska Airlines De-Icing Facility Remodel.....Portland, Oregon
- Duty-Free Shoppers Tenant Modification.....Portland, Oregon

Planning Studies and Maintenance Audits

- South Cargo Buildings Maintenance Audit.....Portland, Oregon
- PDX Terminal Fire Walls Rehabilitation.....Portland, Oregon
- Urea Handling Facility/Maintenance Facility Master Plan Update.....Portland, Oregon
- Multi-Tenant Option Analysis – Building 82.....Portland, Oregon
- PDX Maintenance Facility Master Plan.....Portland, Oregon
- Regional Hub Facility Study.....Portland, Oregon
- Maintenance Audits on 25 Buildings at PDX, PHA, and PTA.....Portland, Oregon

Other Projects

- Swan Island Building 82 Improvements.....Portland, Oregon
- Terminal Six Honda Auto Import Station.....Portland, Oregon

Oregon University System

- Cramer Hall Classroom Upgrades, Portland State University.....Portland, Oregon
- Campus-Wide Emergency Egress Maps, Portland State University.....Portland, Oregon
- Football and Women's Locker Room Remodel, Portland State University.....Portland, Oregon
- Tenant Improvements for Portland State Business Accelerator, Portland State University.....Portland, Oregon
- University Place Hospitality Program Tenant Modification, Portland State University.....Portland, Oregon
- Ascentium Space Tenant Modification, Portland State University.....Portland, Oregon
- President's Residence Remodel, Portland State University.....Portland, Oregon
- OSU Administration Building Addition.....Corvallis, Oregon

Portland Public Schools

- George Middle School Additions.....Portland, Oregon
- Gregory Heights Middle School Additions.....Portland, Oregon

Others

- Tualatin Valley Water District Maintenance Facility Additions.....Beaverton, Oregon
- City of Gresham Maintenance and Operations Center.....Gresham, Oregon
- Forest Grove Light and Power Master Plan.....Forest Grove, Oregon
- City of Wilsonville Maintenance Facility Master Plan.....Wilsonville, Oregon
- US Postal Service IDIQ Contract.....Oregon & Washington
- Veterans Administration Hospital Accessibility Upgrades.....Vancouver, Washington

5. FEE PROPOSAL

We propose to provide the services described in the work plan (outlined in Section 1 of this proposal) on a lump sum basis with monthly progress billings.

Fee for Services (Including Expenses):

Architectural	$ 9,700.00
Mechanical & Electrical	$ 5,570.00
Structural	$ 1,800.00
Estimating	$ 1,991.00
Total Proposed Fee:	**$ 19,061.00**

Optional Services:

- Assist with Presentation to County Commissioners: Hourly as required

- Structural Evaluation of Existing Building: $ 2,700.00
  - Scope of Work: WDY will provide a brief cursory walk through of the exisiting facility to familiarize themselves with the building and provide an opinion regarding the types of seismic strengthening that may be required for this type of structure related to current building code requirements. Gravity systems will only be reviewed for obvious exposed signs of distress.
    Opinions provided will be based only on the exposed-to-view conditions observed during the cursory walk through of the building and experience with similar structures constructed in the same period.
    A brief letter will be prepared identifying observed structural deficiencies and conceptual improvements to mitigate the deficiencies noted.

Hourly Rates:

GPA Architects:

Principal:	$142
Architect 3:	$100
Architect 2:	$ 90
Architect 1:	$ 80
Drafter 3:	$ 80
Drafter 2:	$ 70
Drafter 1:	$ 60
Administrative:	$ 65
Clerical:	$ 50

WDY Structural Engineering:

Managing Principals:	$150
Principals:	$140
Project Engineer I:	$115
Project Engineer II:	$105
Designer I:	$ 90
Designer II:	$ 80
Draftsperson:	$ 75
Clerical:	$ 40

Architectural Cost Consultants:

Principal:	$150
Sr. Estimator:	$140
M/E:	$115

R&W Engineering:

Principal:	$175
Project Manager:	$140
Senior Engineer II:	$130
Senior Engineer I:	$115
Engineer:	$105
Senior Technician II:	$105
Senior Technician I:	$ 95
Technician/Designer	$ 85
Draftsperson (CAD)	$ 65
Clerical:	$ 45

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Thank You

Visit us Online at:
www.gparchitects.net

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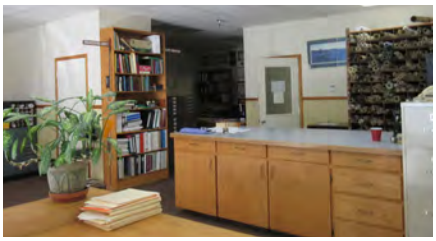
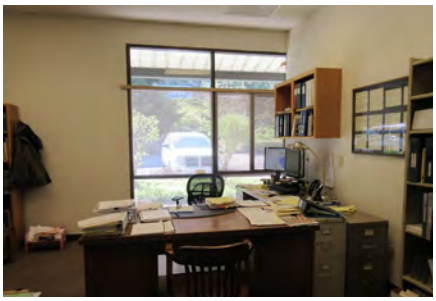
PETER MEIJER ARCHITECT, PC





WASCO COUNTY

Request for Fee Proposal

AE Facility Analysis and Concept Designs of the Public Works Building Offices

Due May 5th, 2015

PETER MEIJER ARCHITECT, PC

Integrating Design, Science, and Preservation

Peter Meijer Architect, PC 710 NE 21st Avenue Suite 200 Portland, OR 97232 • 503.517.0283 • www.pmapdx.com

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Peter Meijer Architect, PC

May 5, 2015

Arthur Smith
Wasco County Public Works
2705 E 2nd Street
The Dalles, OR 97058

Project: Public Works Building Offices, Request for Fee Proposals

Arthur,

Peter Meijer Architect, PC (PMA) is pleased to submit our team qualifications for consulting services related to the Facility Analysis and Concept Designs for the Public Works Building Offices. We welcome the challenge to create a pleasing Customer Experience, improved Staff privacy, increased department interaction, and design concepts that anticipate future needs. We are excited for the opportunity to help create functional spaces and a new entry identity.

The project provides many interesting challenges and opportunities. To address these challenges, we have assembled an integrated team of specifically qualified professionals. PMA, will be the Prime firm providing project management, day to day contact, facility assessment, and work directly with the County to provide the design team with base project information. PMA is combining our expertise in a collaborative manner with Convergence Architecture who will provide the department assessment documentation, adjacency diagrams, furniture inventory. The conceptual space plans will be generated by Convergence in close communication with PMA regarding code compliance, accessibility, and a new potential facility entrance.

Our combined team talents bring direct relevant successful experience, and demonstrated abilities to lead, manage and exceed expectations of the County. In addition to our demonstrated design skills, our combined knowledge and availability will enable PMA to complete this project on schedule and within an acceptable budget.

Our team includes KPFF structural engineers and Glumac Engineering for mechanical, electrical, and plumbing as needed. The budget / fee proposal has established a reasonable number of hours for our consultants to assist in the facility assessment and recommendation portion of the project. Additionally, PMA, Convergence, KPFF, and Glumac have experience working together as a team. We are all currently involved in the assessment of Union Station, Portland, OR.

Our team is dedicated to finding appropriate, long lasting solutions. We look forward to working with you and the County on this project.

Respectfully submitted,
Peter Meijer Architect, PC

Peter R. Meijer AIA, NCARB / Principal

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Approach, Methodology and Understanding of Wasco County Project

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Project Understanding

Based on our Facility Assessment experience, review of the Request for Fee Proposals, and site visit of the existing Wasco County Planning & Development Public Works building, PMA proposes an approach consisting of four primary deliverables: a Facility Assessment, a Needs Assessment, three (3) Conceptual Space Layouts, and a concept for a new Exterior Entrance.

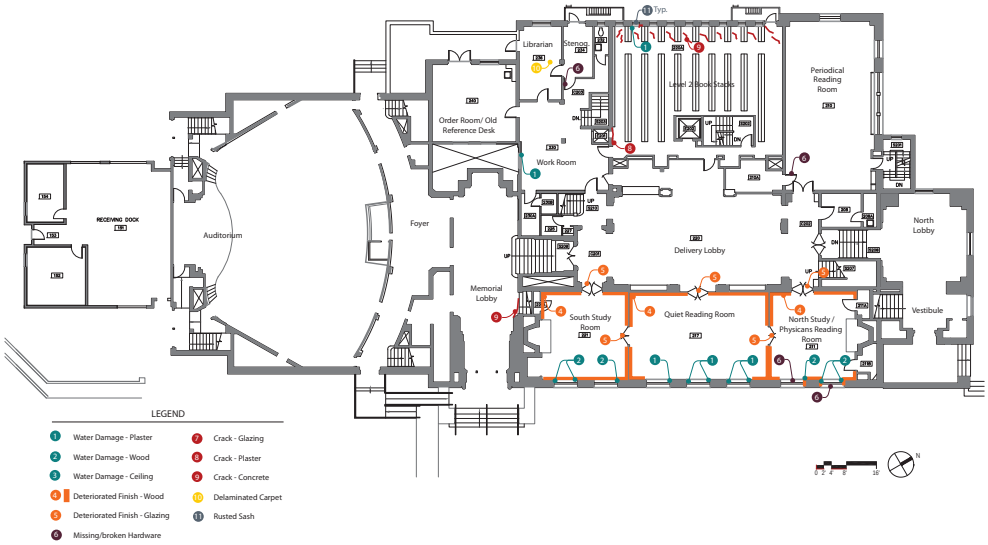
We will initiate the project with an Orientation Meeting with Wasco County staff and our design team to make introductions and to clarify design goals, establish project priorities and refine the scope of the project. The meeting agenda will include review of the project goals, review of an initial project schedule, orientation of existing conditions, and discussion to inform the perspective of the rest of the project. In an effort to make the discussion as productive as possible, we will create a meeting agenda and work with the Wasco County project manager for additional agenda items, write and distribute the meeting minutes.

ABOVE: Wasco County Courthouse exterior assessment; City of the Dalles Undercrossing project; LEFT: OHSU Auditorium building planning & assessment drawing

Approach and Methodology

FACILITY ASSESSMENT To be efficient with our site visits, and respectful of Wasco County staff time, we will combine the Orientation Meeting with our initial on-site assessment. The purpose of the initial on-site assessment is to record existing conditions, verification of compliance with existing building codes, and verification of accessibility. Our team will assess the existing conditions through a coordinated site visit with all relevant disciplines to create a baseline to evaluate potential improvements. We will take measurements and verify existing document information and prepare existing conditions drawings. We understand the area of the building that this project is addressing is approximately 9,100 square feet. From our site visit PMA will create:

- Create as-is base-sheets
- Facility Assessment Report-Part I, Existing Conditions
- Overview of mechanical and structural systems



NEEDS ASSESSMENT From a review of the RFP and our site visit with Wasco County staff, we currently believe the primary goals to be:

- Improved Customer Experience
- Centralized Customer reception
- Quiet zones for Staff
- Separation of public interface and staff work areas
- Multiple work counters
- Work flow efficiency
- Flexible spaces

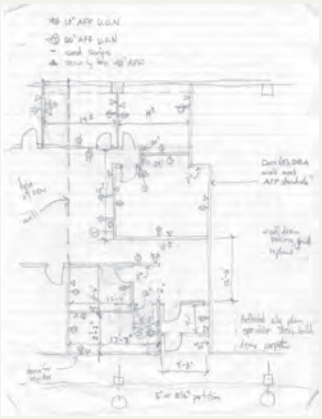
These goals maybe resolved with a designated Customer interface area, a pleasant and inviting waiting area, restrooms dedicated for Customer use, small conference rooms for improved Customer relations, and transaction counters outside staff areas. Our team will evaluate a number of possibilities with Wasco County staff.

While our team is addressing adjacencies and efficiencies of the work areas, secondary space planning goals may include energy efficiency and lighting improvements. Created in cooperation with Wasco County staff, we will also conduct a needs assessment of storage and equipment locations. As of our site visit, departments involved include: Planning, GIS, Surveyor, Public Works, County Weed & Pest, and State Water-master, in addition to others the County departments. Up to two individuals representing each department will be interviewed to determine the needs and adjacencies of the department. In addition, the team will interview selected customers to identify needs from the user's perspective. In all, we anticipate a total of ten hours of meetings and interviews. Case studies of similar jurisdictions will be conducted and evaluated in addition to the staff and customer interviews. We will share our findings with Wasco County before starting the Conceptual Design work. Anticipated deliverables include:

- Staff interview minutes
- Ranked list of priorities for the Department
- Adjacency diagrams
- Furniture inventory
- Facility Assessment Report-Part II, Needs Assessment

CONCEPT DESIGN The Concept Design phase of the project is to create tangible building improvement options based on the existing building conditions combined with the needs assessment. The final Facilities Assessment Report will be a compilation of all process that will show the remodel recommendations through narratives, sketches and diagrams, along with the rationale behind the options and associated cost estimates. The intent is to provide Wasco County a strong basis to fund the design and construction work. The deliverables include:

- Three (3) Space Plans-11x17 format
- Cost estimates for each option
- Design recommendations
- Facility Assessment Report-Part III, Concept Design Options



ABOVE: Concept design for reception area at Hillsboro Senior Center; Eugene Federal Building field-sketch of layout

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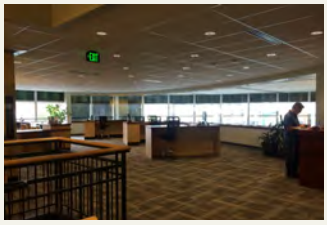
EXTERIOR ENTRY The existing Public Works building has multiple public entries, a re-entrant storefront with two possible entries, a protruding corner "space" with its own entry, and department entries on multiple sides and the rear of the building. In order to create a single, recognizable public entry, our team proposes to provide three (3) new entry options, and related cost estimates, to improve the Customer interface and to provide the Public Works building with an Identity. The deliverables include:

- Three (3) Entry plans/elevations- 11x17 format
- Cost estimates for each option
- Design recommendations
- Include as part of the Facility Assessment Report-Part III, Concept Design Options



ABOVE: Concept design for entry area at HIllsboro Senior Center; City of Olympia Permit Center concept idea; LEFT: Sandy Storefront concept drawing

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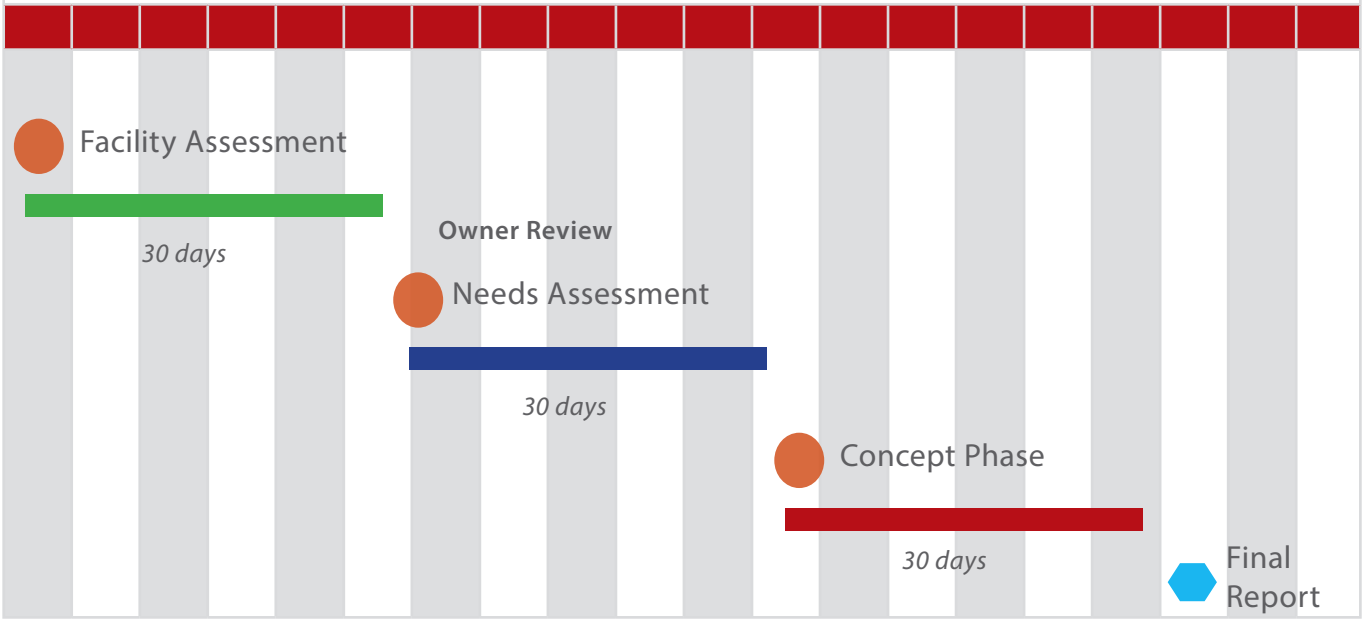
SCOPE

	PMA	CONVERGENCE	CONSULTANT
PROJECT MANAGEMENT	X		
- Schedule	X		
FACILITY ASSESSMENT	X		X
- Code Review	X		
- Accessibility Review	X		
- Structural	X		X
- Mechanical	X		X
NEEDS ASSESSMENT			
- FTE/PTE Need		X	
- Storage/Equipment		X	X
- Furniture Inventory		X	
CONCEPT PLANS			
- Base Drawings	X		
- Adjacency Diagrams		X	
- Concept Plans	X	X	X
NEW ENTRY CONCEPTS	X		
COST ESTIMATE	X	X	X

PROJECT SCHEDULE



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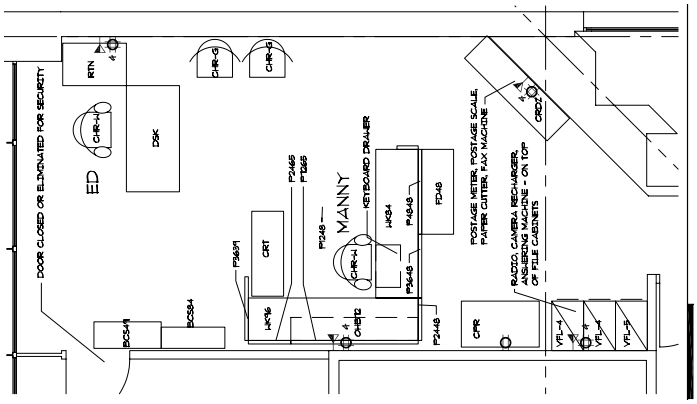

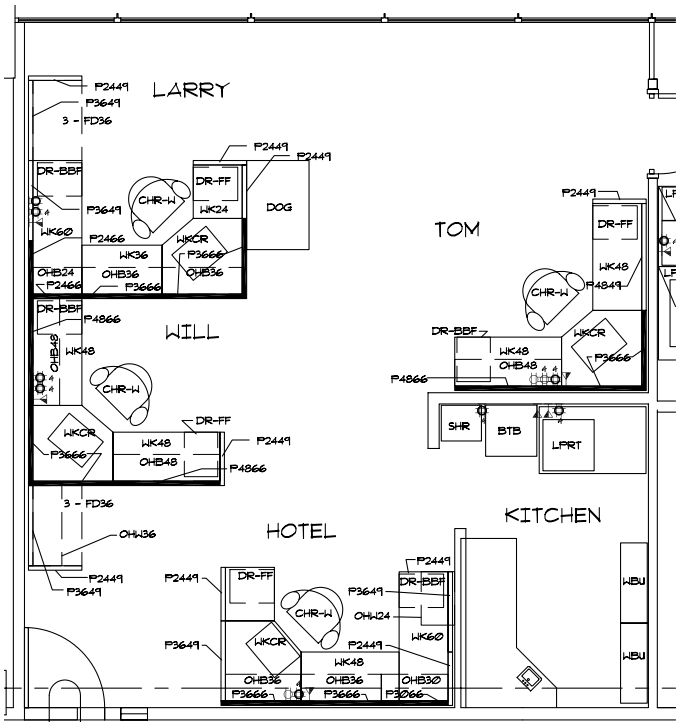

Eugene Federal Building and Courthouse

Eugene, Oregon 2007

The Eugene Federal Building and Courthouse complex occupies a full-block site in downtown Eugene. Peter Meijer Architect, PC performed design services under a Design/Build contract for the program, space planning, and tenant improvement for 30,000 sf of federal office renovation. Work included relocating tenants during construction and phasing the improvements to allow for continued operation. PMA performed construction administration services as well.

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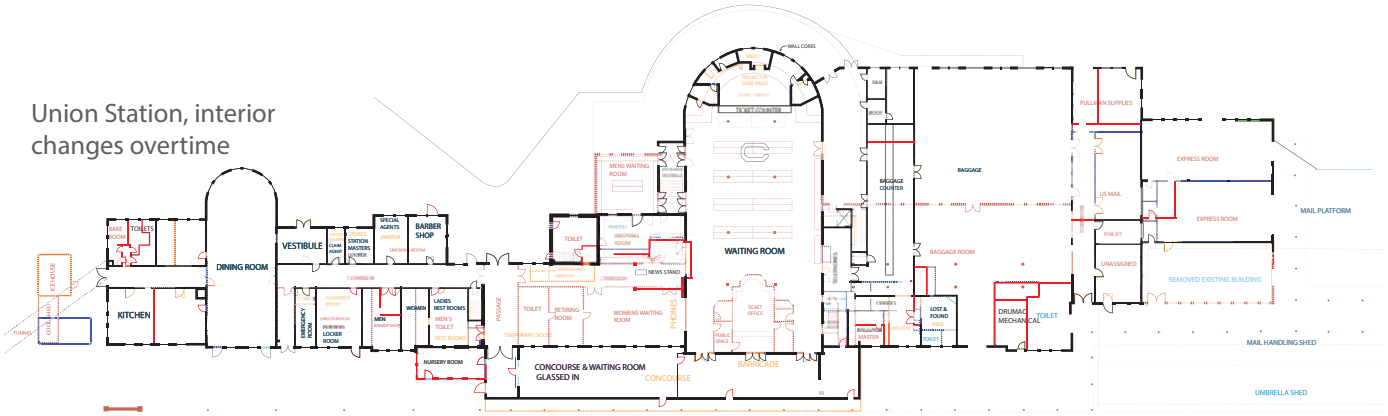
Union Station, interior changes overtime



Union Station Historic Renovation

Portland, Oregon 2014- Present

PMA is part of an interdisciplinary team hired to improve the buildings, platform, and tracks at the historic Portland Union Station. The services include conditions assessment, visioning activities, related stakeholder outreach/coordination meetings, and other project coordination activities. Part of the deliverables include:

- Assessment and documentation of existing conditions
- Development of the vision for Union Station, including future programming/space utilization.
- Identification of the central design issues and alternatives

Convergence Architecture is performing the accessibility review for the Main Terminal and Annex Building, as well as managing a team of small firms for the Annex Building. The team recently documented existing conditions and made recommendations, which were compiled into an easy-to-read report that will allow stakeholders to make decisions moving forward.

REFERENCE

Elise Henderickson, LEED AP
503.823.3214
hendricksone@pdc.us

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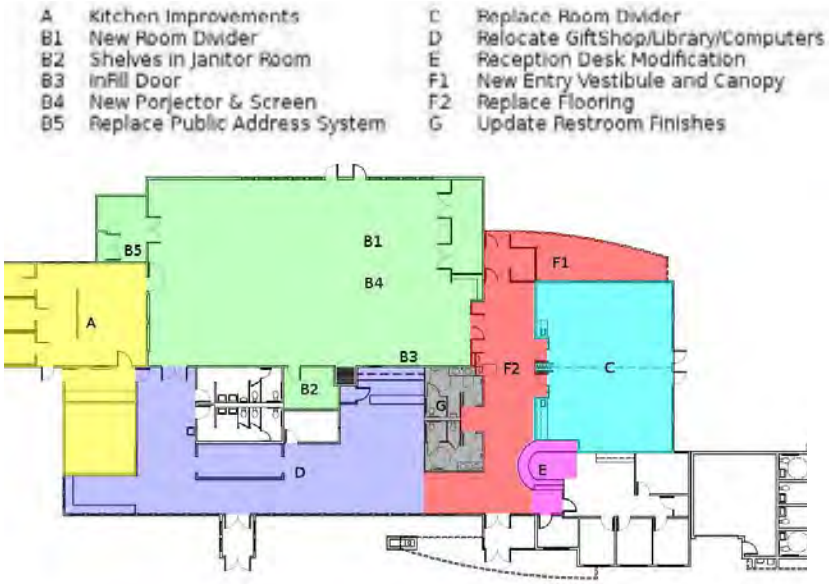

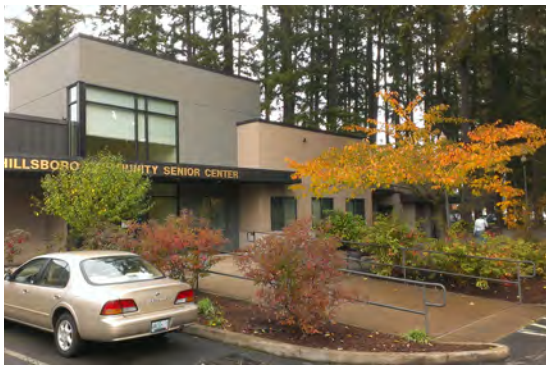

Hillsboro Senior Center / Convergence Architecture

Hillsboro, Oregon 2014

The Senior Center in Hillsboro, Oregon requires upgrades and renovations to the kitchen, gift shop, reception area, as well as possible upgrades to the north entrance. Convergence Architecture led meetings with the City's Facilities Project Manager, the Parks and Recreation Services Manager and the Senior Center Director to identify needs and priorities for the building. The architectural team, along with the kitchen consultant and cost estimator, worked together to establish schematic plans and narratives, including pricing estimates. The design will be continued this summer (2015) after the City receives grant funding.

REFERENCE
Karl Dinger
503-681-5371
karl.dinger@hillsboro-oregon.gov

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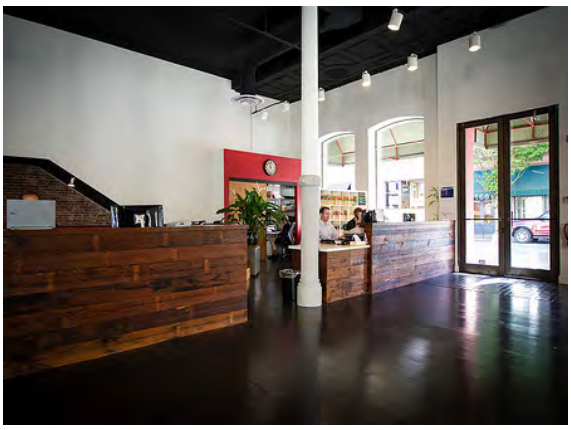
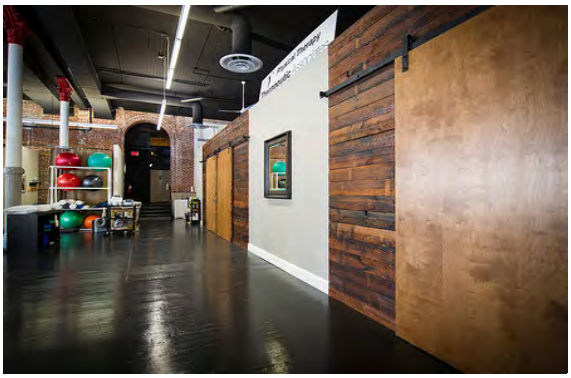


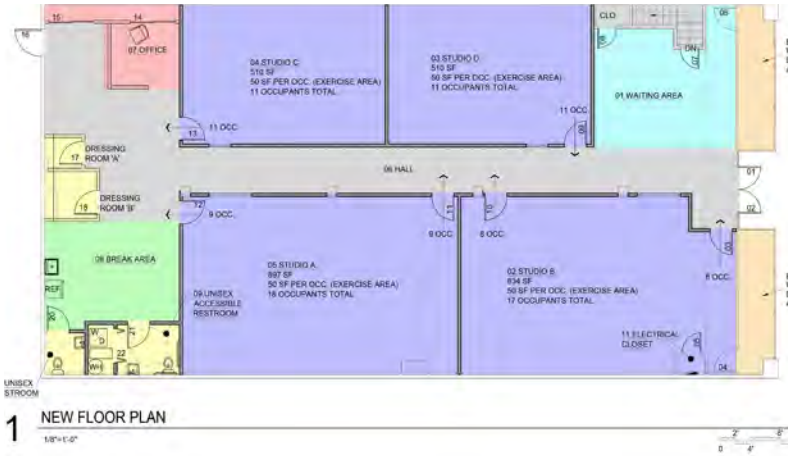


Therapeutic Associates Downtown Portland Clinic / Convergence Architecture

Portland, Oregon 2012

Convergence Architecture provided space planning, design, and permitting for this 3,600 square foot clinic in the historic Mikado Building in downtown Portland. A great effort was made to respect the existing space and to highlight the existing cast iron columns, exposed brick walls, and dark stained wood floor. Convergence pursued a number of Green Building practices in this project, including reusing the existing finishes and materials as much as possible. For the most part they kept the original wood flooring in place and where carpet was required, we used carpet with 100% recycled content in the face fabric and 91% recycled rubber backing.

REFERENCE
Ron Anderson
509-624-1019
Ron@SDSRealty.com



1 NEW FLOOR PLAN

Aspire Dance Studio / Convergence Architecture

Portland, Oregon 2015

A 5,000 square foot dance studio two blocks from our office is now occupying a building that has been vacant for years. The non-profit organization provides a quality dance program for students who are genuinely interested in the arts and whose families do not have the resources to provide them with such an opportunity. Convergence Architecture provided construction document and permitting services to the agency.

REFERENCE
Sue Darrow
503-505-0382
sue@theaspireproject.org

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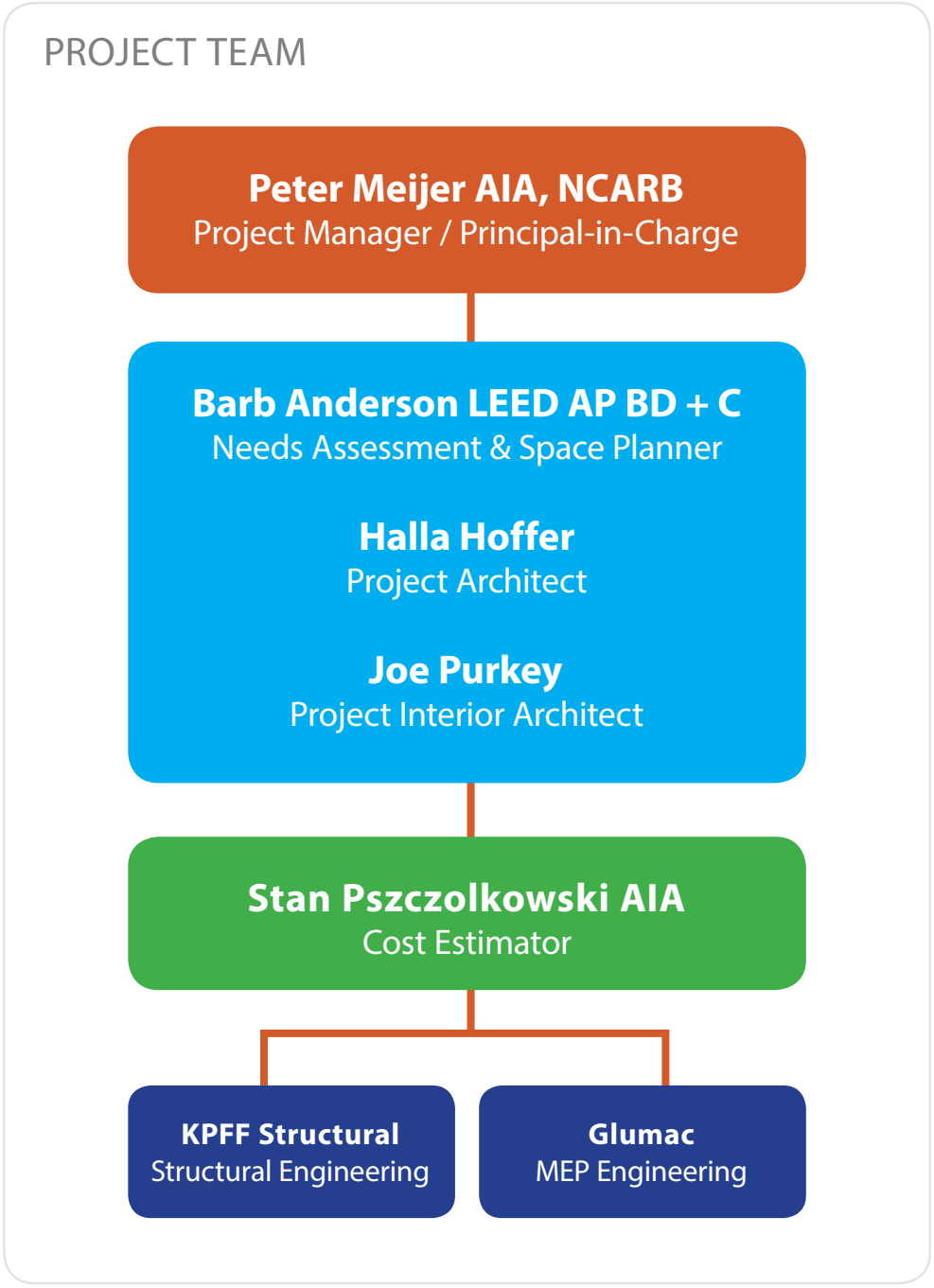
Project Team Organization

Our team is selected for their knowledge and experience relative to Wasco County's request for professional services for building and road improvements. Our collective team experience and expertise combined with our availability, assignment, and involvement enable us to successfully execute Facility Analysis and Concept Design of the Public Works Building Offices for Wasco County.



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Each member of our team brings specialized experience that fosters a balance of technical, planning, design, research, and management skills. Our Team will utilizes active principal involvement and leadership throughout the project, ensuring quality and review of all project deliverables. *Full resumes can be found beginning on page 12.*

Peter Meijer AIA, NCARB
PMA Project Manager / Principal in Charge

Peter's work has focused largely on integrating building science and design for historic and existing buildings. His background in scientific materials research enables him to focus on the unique building sciences associated with historic and existing resources. Peter will lead and manage the team.

Barb Anderson LEED AP BD+C
Convergence Architecture Needs Assessment & Space Planner

Barb Anderson brings over 14 years of architectural experience in the Portland area. She brings her diverse experience in the renovation and design of civic facilities, office spaces, retail facilities, and industrial spaces. Barb will be responsible for coordinating a needs assessment and overall space planning.

Halla Hoffer
PMA Project Architect

Given her research and post graduate work, Halla specializes in energy analysis and building science performance. She is involved from the beginning of the project and throughout the assessment, site documentation, construction document production, and CA phases. As Project Architect, Halla's role will focus on document production and detailing, and coordination of the project tasks with sub-contractors and/or sub-consultants on the team.

Joseph Purkey
Convergence Architecture Project Interior Architect

Joe brings a focus on integrating architectural design with client program and vision. He is highly skilled in design from space planning through permitting for new and remodeled commercial buildings. Joe will assist Barb with the Needs Assessment & Space planning efforts.

Stan Pszczolkowski AIA
ACC Cost Estimator

Stan has been involved in estimating for over 37 years and works tirelessly with owners, architects, and developers to estimate and control costs at every phase of the design process, ensuring your costing experience is one of complete thoroughness and accuracy. Stan will be responsible for the review of existing estimates and development of cost estimates pertaining to the scope of work.

PMA + Convergence Architecture are working together as part of the interdisciplinary A/E team hired to make improvements to the historic Union Station.

CONSULTANTS

KPFF Structural
Structural Engineering

Glumac
MEP Engineering

Our consultants will provide review and recommendations during the facility assessment & concept planning phases of the project.

Team Working Relationships

Members of our proposed team have prior working relationships with each other, and with the County of Wasco. Past performance and complementary work styles are key to selecting project team members, and key for a successful and collaborative project for Wasco County's Public Works building offices. PMA and Convergence Architecture are working together on the Architectural/Engineering Design Team for the current Union Station Renovation project in Portland, Oregon. Peter Meijer Architect partners frequently with ACC on architectural design projects in the Portland Metro area and greater Oregon areas.

ABOVE: Concept design for recreational Eco-huts

Past Public Agency Performance

Our project team collectively provides architecture, programming and space planning, sustainability design and documentation, preservation planning, and building envelope consulting for public agencies across Oregon and throughout the Pacific Northwest. Pas local clients include, Wasco County, ODOT, PDC, City of Portland, City of Hillsboro, and other local, county, and state agencies. Specific projects are mentioned in the previous *Similar Work, Related Projects* section of our proposal. We are currently on the Wasco County On-call Consultant Roster.

> "As to PMAs report, WOW! Very cool and very, very detailed.
>
> - Rod Pray, Board of Directors, QAHS Association

WASCO COUNTY Peter Meijer Architect, PC, has direct relevant experience with area projects. We were retained to ***1)*** conduct an exterior condition assessment and repair documents for the City of the Dalles, Waldron Drug Building; ***2)*** provide Preservation Planning services and condition assessments related to the Washington Street Connection Project; and ***3)*** research and potentially apply for grant and foundation monies.

PMA provided the City of the Dalles with an understanding of general conditions, noted deficiencies of the exterior building materials, primarily the original building stone. Our work also included designing and specifying a new roof system for the building. The results of our assessment contributed to a broader understanding of the potential reuse options, for future redevelopment of the City of The Dalles Waterfront development plan.

SUCCINCT AND USER FRIENDLY REPORTS PMA strives to write reports following the Chicago Manual of Style. We typically divide our reports in easy to follow chapters including a brief introduction, site observations, material analysis, summary and conclusion. Our recommendations and cost estimates are either within the body of the observations or condensed into a summary chapter. We recognize that not all the readers of our report will have a high degree of technical understanding so we use language appropriate to describe our technical findings and be understood by most readers.

Peter Meijer Architect, PC

ABOUT

Peter has over 30 years of professional experience with an emphasis on the preservation and assessment of older, existing, and historic buildings. As a professional architect with a background in scientific research, Peter has developed his career with a focus on the unique building sciences associated with existing and historic resources. He has become a well regarded expert on the diverse issues affecting older buildings both regionally and nationally.

Peter meets the *Secretary of the Interior's Historic Preservation Professional Qualification Standards (36 CFR Part 61), and the National Park Service cultural resources specialties: Historical Architect (GS-808).*

RELEVANT EXPERIENCE

Wasco County Courthouse Exterior Envelope Assessment
The Dalles, OR 2010

Waldron Drug Building Exterior Assessment
The Dalles, OR 2010

Union Station Historic Renovation
Portland, OR 2014- Present

Washington Park Reservoirs Improvements Project
Portland, OR 2013- Present

Pacific Tower Exterior Condition Assessment
Seattle, WA 2013- Present

Old Capitol Building Assessment
Olympia, WA 2014- Present

Queen Anne High School Condominiums Renovation
Seattle, WA 2012-2014

Meier & Frank Warehouse (Vestas HQ) Condition Assessment
Portland, OR 2011

Oregon Department of Transportation HQ Historic Renovation
Salem, OR 2009-2010

Memorial Coliseum Renovation and National Register Nomination
Portland, OR 2011

Peter Meijer, AIA, NCARB
Principal-in-Charge

503.517.0283
peterm@pmapdx.com

EDUCATION

Master of Architecture,
University of Illinois 1982

Bachelor of Arts, Biology St. Olaf College 1979

PROFESSIONAL REGISTRATION

NCARB Certified & Licensed Architect
Oregon State #3619
Registration No. 0585AF
Washington State #9386

ORGANIZATIONS

AIA HRC, Chair
2014- Present

Founding Member, President
DoCoMoMo US-Oregon
2011- Present

Board Member, Pioneer Courthouse Historical Society
2014- Present

Building Enclosure Council
2012- Present

Peter Meijer Architect, PC

ABOUT

Halla is involved from the beginning of the project from Pre-design assessment and site documentation through construction document production and construction administration phases. Halla provides technical expertise and project coordination with both sub-consultants and sub-contractors on the team. Given her research and post graduate work, Halla is a specialist in energy and environmental management, and building science performance. In addition, she has building construction, building enclosures, and other engineering experience.

Halla meets the *Secretary of the Interior's Historic Preservation Professional Qualification Standards (36 CFR Part 61).*

RELEVANT EXPERIENCE

Pacific Tower Exterior Condition Assessment
Seattle, WA 2013- Present

Old Capitol Building Assessment
Olympia, WA 2014 - Present

UW Denny Hall Renovation
Seattle, WA 2014 - Present

Queen Anne High School Condominiums Renovation***
Seattle, WA 2012-2014

Trinity Episcopal Church ***
Portland, Oregon 2013-2014

Pittock Mansion Exterior Restoration & Terrace Repair
Portland, OR 2012-2013

Washington Park Reservoirs Improvements Project
Portland, OR 2013- Present

Vernonia School District, Washington Grade School
Vernonia, OR 2012-2013

Oregon State University SEC MU
Corvallis, OR 2012

*** WUFI ANALYSIS PROJECTS

Queen Anne High School Condominiums Renovation
Seattle, WA 2012-2014

Albertina Kerr Louise Building
Portland, Oregon 2014

Trinity Episcopal Church
Portland, Oregon 2013-2014

Halla Hoffer
Architect I

503.517.0283
hallah@pmapdx.com

EDUCATION

Master of Architecture, University of Oregon, 2012

Bachelor of Arts, Architecture, University of California, Berkeley, 2008

HONORS

Finalist in Inhabitats Bright Ideas Competition, 2011

Gamma Phi Beta Foundation Scholarship, 2007

College of Environmental Design Scholarship, 2006

Golden Key International Honor Society

SKILLS & KNOWLEDGE

Revit
AutoCAD
SketchUP
Photoshop, Illustrator, InDesign
Microsoft Office Suite

ORGANIZATIONS

Member of the Portland Building Envelope Council
2012 – Present

CONVERGENCE ARCHITECTURE

Barb Anderson
Architect, LEED AP BD+C

Barb Anderson brings over 14 years of architectural experience in the Portland area. From her experience at a large multi-discipline firm to principal of a small nimble firm, she has a wide breadth of experience managing a wide range of project types. She has participated in the design of over twenty new and remodeled fire stations, as well as a variety of other building types, such as office buildings, optometrist offices, and industrial buildings. She enjoys managing projects and facilitating communication among team members to ensure that the process runs smoothly and efficiently.

Education:

Bachelor of Architecture, North Dakota State University, 2000
Bachelor of Science, Environmental Design, North Dakota State University, 2000
Bachelor of Arts, Spanish, North Dakota State University, 2000

Experience:

Convergence Architecture, Portland, OR	*Principal*	2014 - Present
Bridgetown Design, Portland, OR	*Co-Owner*	2009 - 2014
Group Mackenzie, Portland, OR	*Architect*	2000 - 2009

Professional Registration/Affiliations:

Registered Architect in Oregon, Washington and Wisconsin
LEED AP BD+C

Selected Project Experience:

Union Station Annex Building, Portland, Oregon - Barb is the project manager embarking on accessibility and seismic upgrades for the historic Annex Building at Union Station. Studies are being conducted to determine the best use for the building after upgrades are completed.

City of Hillsboro Senior Center, Hillsboro, Oregon: Barb led the design team in the development of a scoping document for the City of Hillsboro to pursue a grant. The process included interviews with the users, site verification for existing conditions, and then schematic design concepts that solved the challenges that are being faced in the use of the building. Barb worked with a professional cost estimator during design to ensure that the concepts would be within the range of the grant. Improvements are slated for the commercial kitchen, reception area and main entrance canopy. Design development and construction documents are scheduled to begin this summer.

Oregon Employment Department Renovations, Bend and Eugene, Oregon – Barb managed construction documents for a roof replacement in Bend and a facade replacement in Eugene. The two projects have simultaneous schedules and are currently bidding.

Training Center, Portland, Oregon - Barb was the project manager for an 18,000 square foot tenant improvement at the Lloyd Center Mall that is used by a major utility company for training purposes and conference meeting rooms.

Wilsonville City Hall, Wilsonville, Oregon - Barb worked with representatives from the City of Wilsonville, the Developer, and the Contractor, as well as numerous other sub consultants to bring the new two story City Hall to fruition. The building houses public services departments as well as community room.

7433 N Leavitt Ave Portland, OR 97203 Ph: 503-308-1028 banderson@convergencearch.com

CONVERGENCE ARCHITECTURE

Joseph (Joe) Purkey
Principal

Joe has a proven track record with providing outstanding design service to clients from his initial experience with other firms, to his over seven years of running his own practices. He excels at active listening to draw a successfully responsive design from the clients' or stakeholders' own words. His process focuses on keeping the ownership of the design squarely on the client/stakeholder by getting a good understanding of their perspective and using well placed questions to discover design priorities. This same active listening model has served him well in business development and strategic planning as well, which has led to selective pro bono consulting to local community groups.

Education:

Bachelor of Architecture w/ Business Minor, University of Oregon, 2003

Experience:

Convergence Architecture, Portland, OR	*Principal*	2009 - Present
Profile Design, Portland, OR	*Owner*	2006 - 2009
Lundin Cole Architects, PC, Portland, OR	*Intern*	2004 - 2006
Soderstrom Architects, PC, Portland, OR	*Intern*	2003 - 2004

Professional Skills:

Highly skilled in client relations, project management, business development, strategic planning
Proficient in AutoCAD, Micro station, Microsoft Office, SketchUp, Photoshop and QuickBooks

Selected Projects:

Blue Lake Regional Park Restroom Improvements, Fairview, Oregon: Joe is the project manager working with Metro to replace four restroom buildings at Blue Lake Park that have functional and aesthetic deficiencies. An extensive opportunities and constraints report was conducted to determine the best way to address the deficiencies, which resulted in modifying the anticipated construction scope to better reflect client and stakeholder priorities.

City of Hillsboro Senior Center, Hillsboro, Oregon: While having a more minor role on this project, Joe developed and oversaw the process to establish facility priorities and match them to building solutions, while maintaining client ownership of the solutions. This involved various city and building staff as well as citizen users of the facility. Another aspect of the project was that there ongoing, sensitive discussions between stakeholder groups that had to be respected and treated with discretion. The project was completed successfully with all relationships intact or strengthened and a clear path to creating a more functional and pleasant facility.

James John Elementary Playground, Portland, Oregon: Joe conducted a comprehensive stakeholder engagement process with school staff, students, parents, and neighbors to build a prioritized list of activities and functions for the playground. After a design and feedback period, he worked closely with Depave to phase the work to fit within budget and volunteer labor constraints. Joe had a continuous dialogue with PPS Facilities to make sure the project met their District Design Standards and would not overburden their Maintenance department. AC Portland joined the project late in the process, bringing with them Adidas, Portland Timbers, Timbers Army, 107ist and more. Their addition required a quick redesign to add a mini turf soccer field, while maintaining previously established priorities. Joe's involvement spanned three years from Master Planning through the second summer of construction coordination.

7433 N Leavitt Ave Portland, OR 97203 Ph: 503-308-1028 jpurkey@convergencearch.com

Architectural Cost Consultants, LLC

Bio & Resume

Stanley J. Pszczolkowski

Stan has been involved in estimating for over 35 years and brings a wealth of knowledge to each project. He is a registered architect in 3 states and has been licensed for over 30 years. Having been involved with almost every type of project, Stan has an in depth understanding of what it takes to deliver a comprehensive and accurate estimate while taking into account all aspects of the design, planning, and building process. Stan works tirelessly with owners, architects, and developers to estimate and control costs at every phase of the design process, thus ensuring your costing experience is one of complete thoroughness and accuracy.

Education

Texas Tech University, 1977, Bachelor of Architecture

Registration

State of Oregon, 1982, #2396
State of New York, 1986
Commonwealth of Massachusetts, 1992

Certifications

NCARB, 1984

Professional Experience

Architectural Cost Consultants, LLC - Portland, OR
1994-Present, Principal
KRI Management/Kennedy & Rossi Construction - Arlington, MA
1991-1994, Sr. Planner
SAE Carlson Design Construct - Cochituate, MA
1990-1991, Chief Estimator
Dimeo Construction - Providence, RI
1988-1990, Senior Planner
Thorndike Construction/Development - Bainbridge, MA
1987-1988, Chief Estimator
Skidmore, Owings & Merrill - New York, NY
1986-1987, Chief Estimator
Emerick Construction- Portland, OR
1983-1986, Senior Estimator
Skidmore, Owings & Merrill - Portland, OR
1977-1983, Associate

Organizations

American Institute of Architects

Return to Agenda

FEE PROPOSAL

	PROJECT	STATE
PETER MEIJER ARCHITECT, PC	Wasco Co Public Works Building	Oregon
	LOCATION	PROJECT NO.
	City of the Dalles	15-0502

Date		Project #	Name:
Prime	Peter Meijer Architect, PC		
Discipline	Architecture		
Scope of Work			
Per Summary page			

Personnel Category	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Labor Cost
PMA									
Principal	$ 180.00								$ 10,440.00
Architect I		$ 102.00							$ 9,792.00
Architect I			$ 95.00						$ 6,080.00
Project Support				$ 75.00					$ 600.00
Convergence									
Architect						$ 110.00			$ 14,740.00
Intern							$ 75.00		$ 3,150.00
Consultant Services								$ 180.00	$ 13,680.00
	A	B	C	D	E	F	G	H	
Task Description	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Labor Cost**
Project Management: Site visit; Schedule; Coordination; Project interface	24	24	0	0					$ 6,768.00
Facility Assessment: Code review, accessibility review, strurctural, mechanical, electrical, plumbing	2	24	32	8		8	8	24	$ 12,248.00
Needs Assessment: FTE/PTE need; Storage/Equipment need; Furniture Inventory	2	4	0	0		80	8		$ 10,168.00
Concept Plans: Base Drawings; Department Adjacency Diagrams; Space Plans	2	8	32	0		40	20	32	$ 15,876.00
New Building Entry: Recognizable front door; Identity; Public Access	16	24	0	0				8	$ 6,768.00
Site Visits; 4 trips, 3 hrs ea	12	12				6	6	12	$ 6,654.00
LABOR TOTAL	**58**	**96**	**64**	**8**		**134**	**42**	**76**	$ 58,482.00
Reimbursables									
TOTAL COST FOR THIS CONSULTANT									**$ 58,482.00**

Martin (Buck) & LaVelle Underhill
Jean Underhill
P.O. Box 266
Dufur, OR 97021
541-467-2280
underhillfarms@gmail.com

June 16, 2015

Wasco County Commissioners
Wasco County Courthouse
The Dalles, OR 97058

Dear Commissioners:

We request you approve the Limmeroth sale on the condition that ODFW confirm that they interpret the Underhill/Limmeroth easement as a private easement only to be used by agency personnel and can not be opened for public use at any time.

We are in discussions with ODFW to reach an agreement on the interpretation of the easement and we hope to reach an agreement within 1 week.

Thank you for your support of Wasco county farmers and ranchers and their management that maintains low public impact on thousands of acres.

Sincerely,
Jean Underhill

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF TRANSFERRING $60,000	)	
FROM GENERAL FUND CONTINGENCY TO	)	ORDER
GENERAL FUND MATERIALS/SERVICES	)	#15-059

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

IT APPEARING TO THE BOARD: That there has been unanticipated litigation involving Wasco County in the 2014-2015 Fiscal Year.

IT FURTHER APPEARING TO THE BOARD: That the cost of this litigation exceeds Wasco County's budgeted amount for legal services.

NOW, THEREFORE, IT IS HEREBY ORDERED: That $60,000.00 be transferred from General Fund Contingency line item #101.99.9101.57101 into Labor/Legal Counsel line item #101.18.5117.52325 during Fiscal Year 2014-2015.

DATED this 17th day of June, 2015.

WASCO COUNTY BOARD

OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Bradley Timmons
Wasco County Counsel

Good Morning,

For the record, my name is Maria Elena Castro, and I am the State's Rural and Migrant Health Coordinator.

I was asked to come here today as a subject matter expert due to my work on health equity and inclusion and to share with you, what we feel is the critical role North Central Health District has in the health and well-being of the thousands Hispanic Latino and low income Residents of Wasco County, these groups as you know are considered extremely vulnerable.

Vulnerable populations include groups that are not well integrated into the health care system across a variety of characteristics, including race, ethnicity, socioeconomic status, age, geographic location, language, gender, disability status, citizenship status, and sexual identity and orientation. These groups are not mutually exclusive and often interact in important ways.

As you know, the support the county provides to the Health District is critical. Wasco County is the biggest county in the district service area and also the location of many businesses and places of employment of much of the Latino population of the area. Much of the Latinos and low income residents of the county work in agriculture, construction, domestic and food services, and other low-wage occupations.

As an example, Wasco county growers employ 5,000 migrant and seasonal agricultural workers. Changes in agriculture continue to impact the community, families, and programs. As new orchards and as later varieties of fruit and produce gain favor and come into production.
Some workers come only for a limited amount of time, but many stay in the area year round. Without their work, the economy of this county, as well as many areas in the Mid-Columbia Region would be severely impacted.

Many of the county Latino residents, as well as many low income residents use the services of the walk-in clinic at North Central Health District not only to receive care and preventive services, but also as a connector to other services in the area.

This last item is particularly important to ensure the health of the community. The goal of preventive health care services is to reduce morbidity and mortality through the prevention or detection of diseases such as cancer. Other recommended preventive services for children include immunizations against a wide and growing array of infectious diseases. Recommended preventive services for adults vary by age, but generally include screening tests for certain cancers as well as selected immunizations

The low average income and educational attainment of Hispanics are obstacles to receiving timely and appropriate health care. The availability of walk in clinic and expanded areas of operations is key to ensure access and therefore health. Data

shows that Latino residents would defer care, or immunizations for their children if the health visit would impact their work. Many of them, chose not to take time off because doing so would jeopardize their income or employment. Many local business cannot afford a reduction in their workforce, and our health system cannot afford chronic or infectious diseases that could have been prevented. Any reduction on the availability of health services, such as the ones provided by the walk-in clinics would have very deep and complex effect in this community's most vulnerable. .
The health of a population is influenced by both its social and its economic circumstances and the health care services it receives. The role of North Central Health District and its active presence in the area is key.

Thanks for your attention.

To: Wasco County Board of Commissioners

Re: June 17 budget meeting regarding NCPHD

I regret I can't be available to attend the Wasco County budget hearings this week, due to prior out of town plans. I have asked Teri Thalhofer to present this letter in my absence.

As you all know, I've been a member of the NCPHD Board as a Wasco County representative since the formation of the tri-county Public Health District. During that time, I've gained a great appreciation for the hard work and dedication that Teri's office and entire staff bring every day to promoting and maintaining a healthy community for the residents of Wasco County, as well as Sherman and Gilliam counties.

Wasco County on several recent occasions has acknowledged publicly the excellent quality and range of services supplied by NCPHD. The fact that the Public Health District managed to maintain this level and quality of service despite an essentially flat budget, tight staffing and extra costs of the incomplete transition process speaks for itself. Even more impressive, during this challenging period NCPHD has also accomplished major steps toward national accreditation and received high marks on state reviews.

The intent of this letter is to communicate to the Board of Commissioners my sincere hope that Wasco County can see a way clear to release the remainder of funds budgeted for NCPHD and fully fund the District, allowing us to continue to adequately serve the important health needs of Wasco County. The long term advantages of a strong public health program are indisputable, both for community well-being and future costs to the county.

For all parties involved, particularly those Wasco County residents dependent on NCPHD for medical and preventive health care, keeping the department fully open and running should be our first priority. Administrative and governance issues between Wasco County and the NCPHD Board can and must still be addressed, but adequate funding for critical services shouldn't be a victim of the process.

Thank you,

Fred Schubert M.D.
Wasco County representative to the North Central Public Health District Board
June 15, 2015

Staff Reduction Scenario to Absorb the Proposed Wasco County Funding Reduction As Proposed by NCPHD Leadership Team

NCPHD Leadership Team consisting of the Director, Nursing Supervisor, Environmental Health Supervisor and Health Officer have met twice since May 19, 2015 to consider how to implement the funding reduction in the proposed Wasco County budget as approved by the Wasco County Budget Committee. To maintain current service level, NCPHD Budget Committee approved a contribution from Wasco County of $395,033. The Wasco County Budget Committee approved a contribution of $314,000. This represents a difference of $81,033.

To absorb this reduction if it stands when Wasco County Board of Commissioners adopts the budget on June 17, 2015, the Leadership Team recommends the following reduction in force:

Elimination of (1) PHN position----------$73,531

Elimination of (1) Billing Specialist position----------$46,355

Total----------$119,866

Service Impact: Reductions of walk-in services for reproductive health, immunization and STD testing services from 5 days per week to 1 day per week are proposed. Reproductive health appointments would continue to be available 2 days per week, and the Nurse Practitioner would accommodate walk-in reproductive health and STD testing as able to work it into the schedule. Reproductive health services, immunization services and STD testing are available from other providers throughout the community by appointment so this scenario only eliminates the walk-in aspect of this service. Nurses would travel with the WIC staff to Condon, Arlington and Rufus on an every-other-month basis to provide access to Gilliam and Sherman County clients impacted by the service cuts in The Dalles. The duties of the Billing Specialist will be reduced with decreased clients seen. The Billing Specialist duties would be absorbed by Program Secretary and Office Specialist II staff. In addition to direct impacts on clinic services, each of these positions is filled by an employee who is trained to respond to a public health emergency. Reductions in staff represent a smaller work force to respond to outbreaks and public health emergencies.

Fiscal Impact: The reproductive health clinic and walk-in services generate approximately $914 per day in revenue collected through fees. Closing the clinic 2 days per week will result in decreased revenue of approximately $91,000 using current fiscal information. We would need to follow revenue closely and make further reductions if revenue continues to be significantly negatively impacted. The total lost revenue between Wasco County reductions and lost fee collection is approximately $172,033.

Community Impact: In 2013, Oregon Health Authority/Public Health Division data shows that NCPHD averted 180 pregnancies. That can be seen as 0.74 pregnancies for every day of operation (243 days of operation per year). An additional 100 days of closure could result in 74 unintended pregnancies per year due to limited of access. It is those citizens most vulnerable who are unable to plan, make and keep appointments, or afford OTC (over the counter) contraception while waiting to obtain services. The impacts on STD rates in the community are difficult to quantify. In 2014, NCPHD saw 136 clients for STD testing during walk-in clinic. Many of these clients have other medical providers but choose testing and treatment at NCPHD for confidentiality issues. Immunizations, while available at primary care providers and pharmacies, may be delayed for young children waiting to establish with a provider, or those children not engaged with a provider who have the opportunity for immunization 'catch-up' while in the office for a WIC appointment.

This scenario is far from perfect. It was chosen as the services reduced are available through other providers in the community. All other nursing staff is working in revenue generating programs that are not available through other providers. Some are funded through direct service contracts and some are funded through a mixture of state and federal funding and OHP fees.

S:\Fiscal\Reduction scenario 06042015\Staff Reduction Scenario to Absorb the Proposed Wasco County Funding Reduction As Proposed by NCPHD Leadership Team.docx

Program Element #41: Reproductive Health Program

5. Program Income

a. Sliding Fee Scale: If any charges are imposed upon a client for the provision of family planning services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OFH-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709.
Citation 42 CFR 59.5 (a) (7) and (a) (8)
b. Fees: Any fees collected for family planning services shall be used only to support the Family Planning Program.

Citation 45 CFR 74.21, 74.24, 92.20, 92.25
c. Disposition of Program Income Earned: OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing family planning services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.

Citation 45 CFR 74.21, 74.24, 92.20, 92.25
d. Indirect Costs: LPHA may not use more than 10% of the funds awarded for family planning services on indirect costs. For purposes of this Contract, indirect costs are defined as costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, administrative salaries, equipment, depreciation, etc." in accordance with 42 USC 701-709.
Citation 42 USC 701-709

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

2. General Requirements

a. Data Collection: LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], to the OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.

b. Administration: LPHA shall not use more than 10% of the Federal Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Agreement, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].

c. Sliding Fee Scale: If any charges are imposed upon a client for the provision of health services assisted by the State under this Program Element, such charges: (1) will be pursuant to a public sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-

income mothers and children, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with Title V, Section 505 [42 USC 705 (5) (D)].

d. Fees: Use of any fees collected for these services shall be dedicated to such services.

(MCH Services include: Oregon Mothers Care, Maternity Case Management, Babies First)

Program Element #43: Public Health Practice ("PHP") – Immunization Services
The funds awarded under this Agreement for Public Health Practice services may only be used in accordance with and subject to the restrictions and limitations set forth to provide immunization services ("Immunization Services") as described in more detail below. All changes to Program Element 43 are effective upon receipt of grant award.

1. General Procedural and Operational Requirements. Use of any fees collected for purpose of Immunization Services shall be dedicated to and only used for payment of such Services.

Martin (Buck) & LaVelle Underhill
Jean Underhill
P.O. Box 266
Dufur, OR 97021
541-467-2280
underhillfarms@gmail.com

June 16, 2015

Wasco County Commissioners
Wasco County Courthouse
The Dalles, OR 97058

Dear Commissioners:

We request you approve the Limmeroth sale on the condition that ODFW confirm that they interpret the Underhill/Limmeroth easement as a private easement only to be used by agency personnel and can not be opened for public use at any time.

We are in discussions with ODFW to reach an agreement on the interpretation of the easement and we hope to reach an agreement within 1 week.

Thank you for your support of Wasco county farmers and ranchers and their management that maintains low public impact on thousands of acres.

Sincerely,
Jean Underhill