



Northern Oregon Corrections  
Gilliam – Hood River – Sherman – Wasco  
201 Webber Street, The Dalles, OR 97058

NORCOR Board Meeting  
May 18, 2023  
10am-Noon  
NORCOR Juvenile Facility Conference Room  
211 Webber Street, The Dalles, OR 97058

## AGENDA

NORCOR is taking steps to provide increased participation, this meeting will be held in a hybrid platform. To view and participate in the live meeting you must access the link on the Website to join the meeting. Once you “join” the meeting you will be able to view and listen to the meeting. Join Zoom Meeting: <https://wascocounty-org.zoom.us/j/89459524889> One tap mobile: 1-253-215-8782 PIN: 894 5952 4889

### 1.0 Call to Order – 15 minutes

- 1.1 Welcome and Introductions
- 1.2 Additions and deletions to the agenda
- 1.3 Consent Agenda

1.3.1 [Minutes from April 20, 2023](#)

### 2.0 Public Comment

The NORCOR Board is committed to the public process and will consider all public testimony seriously. Please send written comments to [inquiries@norcor.co](mailto:inquiries@norcor.co) with the subject line labeled “Public Comment”. The NORCOR Board will hold an in person meeting space at 211 Webber Street, please sign in at the meeting if you would like to present in person. Testimony may be limited to 3 minutes.

### 3.0 Coalition Update – [Draft Charter](#)

### 4.0 Business Items

- 4.1 [March 2023 financial reports](#)
- 4.2 [Contract for attorney services](#)
- 4.3 [Resolution for AIC debts and fees](#)
- 4.4 [Land us application](#)
- 4.5 [PREA Letter & Jail Inspection](#)
- 4.6 [Food Services Amendment](#)

### 5.0 Administrative Updates

- 5.1 Management Team Updates
- 5.2 Committee Reports

### 6.0 Adjourn

NOTE: The Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact NORCOR in advance at, (541) 298-1576.



**NORCOR**  
**CORRECTIONS FACILITIES**  
Wasco-Gilliam-Hood River-Sherman  
201 Webber Street  
The Dalles, OR 97058  
541-298-1576  
Fax 541-298-1082



## **NORCOR BOARD MEETING**

### **April 20th, 2023**

**Preliminary Business** – The NORCOR Board meeting was held as a hybrid meeting offered on two platforms; by ZOOM and in person at the NORCOR Juvenile Detention Facility at 211 Webber Street, The Dalles, OR.

**Board Members** – Board Chair- Commissioner Scott Hege (Wasco), Vice-Chair- Judge Joe Dabulskis (Sherman), Secretary/Treasurer- Commissioner Pat Shannon (Gilliam), Board Member- Commissioner Ed Weathers (Hood River).

**Oversite Committee** – Sheriff Brad Lohrey and Juvenile Director Molly Rogers.

**Also in attendance:** Dan Lindhorst, Joyce Orendorff, Daniel White, Dale Whipple, Matt English, Gary Bettencourt, Robbie Johnson, Bill Boyden, Rebecca Beitel, Kathleen Green, Jennifer Coleman, Craig Danner, Mimi McDonnell, Tim Schechtel, and Tyler Stone.

1.0 Call to Order – the regular NORCOR Board meeting was called to order by Board Chair Scott Hege at 10:09 a.m.

1.1 Welcome and Introductions

1.2 Additions or Deletions

1.3 Consent Agenda: Pat Shannon made a motion to accept the Consent Agenda, his motion was seconded by Pat Shannon. All parties were in favor.

1.3.1 Minutes – Board Meeting March 16, 2023

1.3.2 February Financial Statements

1.3.3 CIS Safety Audit, Grant Application, Award Letter – Commander Lindhorst and Lt. Orendorff provided a brief description of the CIS audit which was completed by Sheila Lawrence (a former Jail Commander); noting any areas of compliance or concern. Lt. Orendorff shared an example, which was that some of the beds on the adult side should be updated. Lt. Orendorff received a grant which assisted in the implementation of those changes and those beds have already been ordered.



# NORCOR

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The grant will not cover all the changes needed; however, the areas of high risk have been addressed first. She estimated the total cost for full implementation being \$79,000; \$25,000 of which will be covered by the grant.

1.3.4 Health Inspections – Molly Rogers noted that in a recent health inspection, there were multiple violations noted in the kitchen. Dan Lindhorst noted that the delinquencies were a direct result of a problem with kitchen staff. He noted that this issue has been corrected. The facilities' most recent inspection results were excellent.

2.0 Public Comment – There was no public comment.

3.0 Coalition Update – The Management Team continues to meet regularly with the Resource Coalition.

4.0 Business Items –

4.1 Administrator's Update –

4.1.1 Business Manager Update – Molly Rogers and Sheriff Lohrey asked the Boards direction on structure of the hiring process and selection of the new Business Manager. \$88,000 to \$110,000 will be the wage scale for this position depending on experience. This position will be open until filled. It was agreed that advertising will begin immediately.

4.1.2 Attorney's Letter RFP – Molly Rogers shared that they have met with Cable Houston, an attorney firm based in Portland. This firm has local representatives. It was agreed that most attorney responsibilities can be completed virtually. They would like to enter negotiations beginning in May.

4.2 Committee Update –

Robbie Johnson shared that they are awaiting approval so construction may begin. They are consistently planning around construction to have the least impact on the youth in custody.



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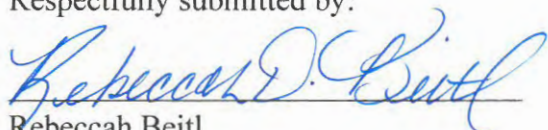


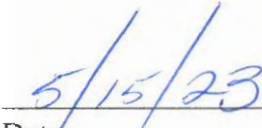
Sheriff Bettencourt shared that Commander Dan Lindhorst and Lieutenant Joe Breckterfield will be retiring in June creating a full transition of staff promotions. The CDC implemented new policies in place for isolations in facilities April 3<sup>rd</sup>. The new Senate House Bill 48 has had a direct affect on facility population.

5.0 Executive Session – There was no executive session.

The meeting was adjourned by Chair Hege, the next Board and Budget meeting will be May 18<sup>th</sup>, 2023, with Budget meeting beginning at 9:00 a.m. and Board meeting beginning at 10:00 a.m.

Respectfully submitted by:

  
Rebecca Beitel  
NORCOR Admin Assistant

  
Date

\_\_\_\_\_  
Commissioner Scott Hege  
NORCOR Board Chair

\_\_\_\_\_  
Date



# NORCOR CORRECTIONS FACILITIES

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## NORCOR Citizens Resource Coalition

### CHARTER

#### PURPOSE

The NORCOR Citizen's Resource Coalition shall (NORC) provide input to the governing body that provides oversight and ensures accountability for the operations of the NORCOR Regional Correction facilities and service it enhance organizational sustainability.

The NORCOR Correctional Facilities was built to operate as the local facility providing custody for human and constitutional detention for youth and adults who cannot be released to less restrictive alternatives. NORCOR is committed to provide programming that will provide opportunities for rehabilitation of youth and adults while meeting all relevant correctional standards.

The NORCOR Citizen's Resource Coalition shall provide community input and perspective for the health and wellbeing of youth and adults in custody and the regional public safety. NORCOR is committed to partnering with the community to ensure that the values and mission of the NORCOR facilities align with the community values.

NORCOR remains committed to managing local funds and maximizing leveraged funding resources to fund and operate the facilities.

#### SCOPE

The scope of the committee includes meeting and collaboration with the Management Team, making recommendations, and reports to the NORCOR Board about activities related to implementing best practices for the adult and youth facilities.



# NORCOR

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The committee serves as the Community Resource Coalition to perform the following:

- Meet regularly with the Management Team of NORCOR to receive and provide information about programming, including mental health services and substance use treatment opportunities,
- Develop and recommend to the NORCOR Board recommendations for additional services or community collaborations to support the Mission of NORCOR,
- Advocate with community partners and agencies about the services and needs of the NORCOR Facilities,
- Annual review and tour of both facilities – providing the community perspective to the Board,
- Collaborate with the NORCOR Board to establish sustainable funding models, including local, state, and federal options,
- Work with NORCOR Board and NORCOR Management Team on initiatives and statewide policy to improve the care for individuals who find themselves in the care and custody of NORCOR.

### MEMBERSHIP

Membership includes community members from all four member counties of Gilliam, Hood River, Sherman and Wasco County. Membership will not exceed nine (9) voting members acknowledged by the NORCOR Board. Additional members can participate as non-voting members. There is no compensation for members of the NORCOR Citizen Resource Coalition.

The NORCOR Citizen's Resource Coalition will meet at the same regularity as the NORCOR Board. Decisions and recommendations of the Resource Coalition can be presented to the NORCOR Board with a consensus of the members present that the meeting.

HEREBY Declared that the NORCOR Citizen's Resource Coalition is so formed:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Hege, Chair, NORCOR Board

NORTHERN OREGON CORRECTIONS  
 FUND SUMMARY BY DEPARTMENT  
 FOR THE 9 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>ADMINISTRATION DEPARTMENT</u>					
<u>REVENUE</u>					
REVENUE	.00	148,500.00	148,500.00	.00	100.0
ADMIN REIMBURSEMENTS	75,026.71	826,266.25	1,268,062.00	441,795.75	65.2
PROPERTY TAXES	1.16	138.10	.00	( 138.10)	.0
RENTAL REVENUES	58,653.59	556,130.80	732,894.00	176,763.20	75.9
OTHER REVENUES	3,045.15	29,381.74	2,800.00	( 26,581.74)	1049.4
TOTAL ADMINISTRATION DEPARTMENT REVENUE	136,726.61	1,560,416.89	2,152,256.00	591,839.11	72.5
<u>EXPENSES</u>					
<u>PERSONNEL SERVICES</u>					
SALARY & WAGES	68,143.68	626,796.02	942,936.00	316,139.98	66.5
PAYROLL TAXES	5,296.53	47,590.51	71,224.00	23,633.49	66.8
BENEFITS	25,852.14	218,568.19	380,867.00	162,298.81	57.4
TOTAL PERSONNEL SERVICES	99,292.35	892,954.72	1,395,027.00	502,072.28	64.0
<u>MATERIALS &amp; SERVICES</u>					
ADMINISTRATIVE	27,498.12	304,558.99	398,967.00	94,408.01	76.3
KITCHEN	623.17	5,323.33	8,000.00	2,676.67	66.5
MAINTENANCE	581.67	5,271.46	19,000.00	13,728.54	27.7
CONTRACTED SERVICES	8,757.30	108,578.85	153,462.00	44,883.15	70.8
TOTAL MATERIALS & SERVICES	37,460.26	423,732.63	579,429.00	155,696.37	73.1
<u>CAPITAL OUTLAY</u>					
CAPITAL OUTLAY	( 26.00)	143,729.54	177,800.00	34,070.46	80.8
TOTAL CAPITAL OUTLAY	( 26.00)	143,729.54	177,800.00	34,070.46	80.8
<u>TRANSFERS OUT</u>					
TRANSFERS OUT	.00	100,000.00	100,000.00	.00	100.0
TOTAL TRANSFERS OUT	.00	100,000.00	100,000.00	.00	100.0
<u>CONTINGENCY</u>					
CONTINGENCY	.00	.00	341,252.00	341,252.00	.0
TOTAL CONTINGENCY	.00	.00	341,252.00	341,252.00	.0

NORTHERN OREGON CORRECTIONS  
 FUND SUMMARY BY DEPARTMENT  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
TOTAL ADMINISTRATION DEPARTMENT EXPENSES	136,726.61	1,560,416.89	2,593,508.00	1,033,091.11	60.2
NET ADMINISTRATION DEPARTMENT	.00	.00	( 441,252.00)	( 441,252.00)	.0
<u>ADULT CORRECTIONS DEPARTMENT</u>					
<u>REVENUE</u>					
COUNTY SUBSIDIES	153,724.67	2,767,042.53	3,689,390.00	922,347.47	75.0
CONTRACT REVENUES	182,262.86	1,584,709.88	2,364,436.00	779,726.12	67.0
REIMBURSEMENTS	9,687.69	149,550.48	120,000.00	( 29,550.48)	124.6
OTHER REVENUES	( 5,243.40)	212,738.18	94,000.00	( 118,738.18)	226.3
TOTAL ADULT CORRECTIONS DEPARTMENT REVENUE	340,431.82	4,714,041.07	6,267,826.00	1,553,784.93	75.2
<u>EXPENSES</u>					
<u>PERSONNEL SERVICES</u>					
SALARY & WAGES	193,874.29	1,790,132.71	2,456,689.00	666,556.29	72.9
PAYROLL TAXES	14,907.49	133,956.33	171,420.00	37,463.67	78.2
BENEFITS	98,258.99	861,511.78	1,220,117.00	358,605.22	70.6
TOTAL PERSONNEL SERVICES	307,040.77	2,785,600.82	3,848,226.00	1,062,625.18	72.4
<u>MATERIALS &amp; SERVICES</u>					
ADMINISTRATIVE	84,137.81	928,244.75	1,416,752.00	488,507.25	65.5
INFORMATION TECHNOLOGY	2,686.25	38,711.88	46,600.00	7,888.12	83.1
ADULT/JUVENILE SUPPLIES	8,094.49	159,458.89	100,050.00	( 59,408.89)	159.4
MAINTENANCE	2,515.12	28,459.31	32,000.00	3,540.69	88.9
MEDICAL	18,994.85	190,782.14	185,500.00	( 5,282.14)	102.9
MENTAL HEALTH/PROGRAMS	99.98	3,583.34	5,200.00	1,616.66	68.9
STAFF SUPPORT	659.48	33,625.54	60,000.00	26,374.46	56.0
CONTRACTED SERVICES	23,347.29	224,493.24	406,780.00	182,286.76	55.2
TOTAL MATERIALS & SERVICES	140,535.27	1,607,359.09	2,252,882.00	645,522.91	71.4
<u>CAPITAL OUTLAY</u>					
CAPITAL OUTLAY	.00	54,989.16	58,300.00	3,310.84	94.3
TOTAL CAPITAL OUTLAY	.00	54,989.16	58,300.00	3,310.84	94.3
<u>CONTINGENCY</u>					
CONTINGENCY	.00	.00	108,418.00	108,418.00	.0
TOTAL CONTINGENCY	.00	.00	108,418.00	108,418.00	.0



NORTHERN OREGON CORRECTIONS  
 FUND SUMMARY BY DEPARTMENT  
 FOR THE 9 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
TOTAL ADULT CORRECTIONS DEPARTMENT EXPENSE	447,576.04	4,447,949.07	6,267,826.00	1,819,876.93	71.0
NET ADULT CORRECTIONS DEPARTMENT	( 107,144.22)	266,092.00	.00	( 266,092.00)	.0
 <u>JUVENILE DETENTION DEPARTMENT</u>					
<u>REVENUE</u>					
COUNTY SUBSIDIES	43,524.92	783,450.78	1,044,601.00	261,150.22	75.0
CONTRACT REVENUES	56,183.00	394,280.00	609,875.00	215,595.00	64.7
REIMBURSEMENTS	2,004.54	6,869.66	10,000.00	3,130.34	68.7
OTHER REVENUES	6,499.23	19,378.87	28,000.00	8,621.13	69.2
TOTAL JUVENILE DETENTION DEPARTMENT REVENUE	108,211.69	1,203,979.31	1,692,476.00	488,496.69	71.1
 <u>EXPENSES</u>					
<u>PERSONNEL SERVICES</u>					
SALARY & WAGES	95,036.35	872,117.84	1,199,575.00	327,457.16	72.7
PAYROLL TAXES	7,382.48	65,953.60	85,876.00	19,922.40	76.8
BENEFITS	44,860.65	378,615.33	563,876.00	185,260.67	67.2
TOTAL PERSONNEL SERVICES	147,279.48	1,316,686.77	1,849,327.00	532,640.23	71.2
 <u>MATERIALS &amp; SERVICES</u>					
ADMINISTRATIVE	12,510.25	139,977.04	199,010.00	59,032.96	70.3
INFORMATION TECHNOLOGY	39.00	5,508.47	5,500.00	( 8.47)	100.2
ADULT/JUVENILE SUPPLIES	692.07	9,795.98	13,050.00	3,254.02	75.1
MAINTENANCE	227.76	11,722.02	10,200.00	( 1,522.02)	114.9
MEDICAL	669.71	4,609.44	7,730.00	3,120.56	59.6
MENTAL HEALTH/PROGRAMS	747.50	3,065.71	3,200.00	134.29	95.8
STAFF SUPPORT	159.94	6,189.37	9,000.00	2,810.63	68.8
CONTRACT SERVICES	2,325.73	27,189.23	49,707.00	22,517.77	54.7
TOTAL MATERIALS & SERVICES	17,371.96	208,057.26	297,397.00	89,339.74	70.0
 <u>CAPITAL OUTLAY</u>					
CAPITAL OUTLAY	.00	.00	4,500.00	4,500.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	4,500.00	4,500.00	.0
TOTAL JUVENILE DETENTION DEPARTMENT EXPENSE	164,651.44	1,524,744.03	2,151,224.00	626,479.97	70.9
NET JUVENILE DETENTION DEPARTMENT	( 56,439.75)	( 320,764.72)	( 458,748.00)	( 137,983.28)	( 69.9)

NORTHERN OREGON CORRECTIONS  
 FUND SUMMARY BY DEPARTMENT  
 FOR THE 9 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
NET GENERAL FUND	( 163,583.97)	( 54,672.72)	( 900,000.00)	( 845,327.28)	( 6.1)
BEGINNING FUND BALANCE	.00	1,480,782.39	900,000.00	( 580,782.39)	164.5
ENDING FUND BALANCE	( 163,583.97)	1,426,109.67	.00	( 1,426,109.67)	.0



LAURA WESTMEYER

LWESTMEYER@CABLEHUSTON.COM  
www.cablehuston.com

May 3, 2023

*Sent via e-mail to dlind@norcor.co*

Board of Directors  
Northern Oregon Regional Corrections  
Facilities  
201 Webber Street, The Dalles, OR 97058

Re: Legal Representation Agreement

Chair Hege and the Northern Oregon Regional Corrections Facilities Board of Directors:

Cable Huston LLP (“Cable Huston”) is honored to provide legal services to Northern Oregon Regional Corrections Facilities (“NORCOR”). This letter, including the enclosed Terms of Engagement, constitutes the terms under which we propose to provide the legal services.

Cable Huston will provide general counsel services to NORCOR in accordance with the Scope of Services provided in the NORCOR Request for Qualifications issued on February 17, 2023 (the “RFQ”), and Cable Huston’s Statement of Qualifications provided in response to the RFQ, dated March 17, 2023.

I will be the primary attorney working on this matter. My rate will be \$290 per hour. Other Cable Huston attorneys will be available to assist as needed throughout the course of our representation. Our billing rates are enclosed. The firm bills in tenths of an hour for work performed. We will typically send you an invoice each month for legal services performed during the preceding month. Payment is expected to be made within thirty days after receipt of the bill. I will review each bill to make sure it accurately and fairly reflects the work performed. If you ever have questions about a bill, please call me.

Please review the enclosed terms and indicate your consent to this representation in the space provided below, by returning a signed copy of this letter to me. Let me know if you have any questions about this letter or the terms proposed. We look forward to representing NORCOR in your important work.

Very truly,

A handwritten signature in blue ink that reads "Laura Westmeyer".

Laura Westmeyer

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**IT IS AGREED:**

**Northern Oregon Regional Corrections Facilities**

Signature: \_\_\_\_\_

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

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

## **TERMS OF ENGAGEMENT**

Our service practices and billing procedures are described below. These practices and procedures will apply to your account unless you have reached a different written understanding with us. We encourage you to discuss them with our attorneys at the start of an engagement and whenever you have questions during that engagement.

**BACKGROUND.** Cable Huston was established in 1990. Since our founding, largely through the generous word-of-mouth marketing of our clients, Cable Huston has grown into one of the strongest law firms in the Pacific Northwest serving public entity clients. Transparency and direct access have been key to Cable Huston's success. Our attorneys focus on getting to know our clients' needs, motivations, and vulnerabilities, so that we understand the contingencies they face and are able to provide optimal solutions. We take great pride in our work and in our long-standing relationships with our public entity clients. You can find more information about the firm on our website at [www.cablehuston.com](http://www.cablehuston.com).

**GENERAL PHILOSOPHY AND CONCEPT OF REPRESENTATION.** Cable Huston attorneys operate as a team. While a client's primary relationship might be with one lawyer, we will involve other lawyers and personnel as is needed to provide effective representation. Our goal is to see that your legal needs are met and that your questions are answered.

**COPIES OF DOCUMENTS AND CORRESPONDENCE.** Unless otherwise instructed, we will send you copies of significant correspondence and legal documents that we prepare for you or receive from a court, agency, or party. We will return to you any original documents or property you have provided us, upon your request.

**BILLING PRACTICES.** We typically bill monthly for work done in the preceding month, and will send you a statement itemizing the services performed and the costs incurred. We bill our time in increments of one-tenth of an hour. Your payment is due within 30 days of the date of the applicable invoice. Interest on overdue bills may be charged at an annual rate of 18%. Any payments made on past due bills are applied first to the oldest outstanding bill. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require, and in such customary form that you desire, and we are willing to discuss with you any of the various billing formats we have available that best suit your needs.

**COSTS AND EXPENSES.** We will serve you through the most effective support systems available. Our internal charges typically include such items as courier services, certain charges for computer research and complex document production (including electronic data processing fees associated with electronic document collection and production), and charges for photocopying materials. We may request an advance cost deposit when we expect that we will be required to incur substantial advanced costs on your behalf. We pass along out-of-pocket expenses at-cost. Although such expenses are your responsibility, Cable Huston generally will, for administrative ease, advance payment to these providers if your account is current. We will not continue advancing these charges, however, when accounts are in arrears; and even on current accounts, we may forward larger invoices to you for direct payment. We do not charge

for long-distance telephone calls, facsimile transmissions, or internal copy costs. We do not generally charge for printing or scanning.

**TRAVEL COSTS.** We appreciate that much of the work of NORCOR may be accomplished remotely. We also understand that clients may desire to have an on-site attorney from time to time at public meetings, even when remote attendance may be possible. We do not wish for our location in Portland to be a barrier to feeling like you have regular legal counsel available. For this reason, should you desire to have your primary attorney attend regularly scheduled meetings, time spent traveling to The Dalles once per month for a regularly scheduled meeting will be charged a flat rate of \$100. Additional travel and meetings would be charged at regular hourly billing rates.

**RATE AND RATE CHANGES.** Rates for attorneys will be those described in the rates chart enclosed. Our internal hourly rates change periodically to account for increases in our cost of delivering legal service and other economic factors, as well as the augmentation of a particular lawyer's ability and experience. We typically adjust our standard rates and chargeable costs annually. We will notify you in advance of any change in hourly rates. Such adjusted rates will be charged for time spent only after the effective date of the adjustment.

**TRUST ACCOUNT.** All trust deposits from clients are held in a client trust account. By court rule in Oregon, funds deposited into a trust account are subject to IOLTA (Interest on Lawyer's Trust Account) participation. The only exception is when the deposit is large enough to earn interest in excess of bank and administrative costs. IOLTA funds are used to support law related charitable and educational activities. The firm's trust account is held at the Bank of America. Our trust account is FDIC insured. Any of your funds held in our trust account count toward the maximum FDIC insurance amount of \$250,000 available for accounts held at the Bank of America. If you have additional funds in the same institution approaching or exceeding the insurable limit, you may wish to make other arrangements so that all of your deposits there will remain insured.

**CONFLICTS OF INTEREST.** We have checked a list of our other clients to determine whether representing you would create a conflict of interest. We are not aware of any such conflicts. Please inform us immediately if you become aware of any actual or potential conflict of interest that may arise, or if you use other names or have affiliated entities that we should enter into our conflict checking system. We note that Cable Huston is a full-service law firm with many clients. There may be times where we are asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Cable Huston, our firm is not prevented from representing other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are not related in any way to our representation of you. We will inform you of any conflicts of interest that we become aware of throughout our representation, and we will promptly work to resolve the conflict.

**PRIVACY AND CONFIDENTIALITY POLICY.** Attorneys are bound by professional standards of confidentiality that are even more stringent than other privacy laws. We protect each client's right to privacy. In the course of providing legal advice to a client, we may receive

significant personal financial information about the client, which we retain to assist the client with its professional needs and in, some cases, to comply with professional guidelines. All information that we receive from a client is held in confidence, and is not released to people outside the firm, except as agreed by the client, or as required under applicable law. To accomplish this, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

**TERMINATION OF SERVICES.** We retain the right to stop performing legal services and to terminate our legal representation for any reason consistent with the applicable ethical rules, including unanticipated conflicts of interest or unpaid legal fees and expenses. You retain the right to discharge the firm for any reason at any time. You agree that if you discharge the firm or we terminate our legal representation as provided above, you remain liable for all fees, costs, and expenses actually incurred under this contract, and that you will make payment in full.

**CHOICE OF LAW AND VENUE.** This agreement shall be considered to have been negotiated, signed, and delivered, and to be wholly performed, in the State of Oregon in the United States, and the rights and obligations of the parties to this agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon without giving effect to that state's or any other state's or country's choice-of-law principles. You further agree that any claim or dispute you may have against Cable Huston will be resolved by a state or federal court located in Multnomah County, Oregon. You agree to submit to the personal jurisdiction of the courts located within Multnomah County, Oregon for the purpose of litigating any and all such claims or disputes.

**QUESTIONS.** We take pride in delivering legal services effectively and efficiently and in providing accurate and understandable billings. Please direct any questions about our services or billing practices to the lawyer responsible for your account. Any questions regarding the billing or payment status of your account should be promptly directed to the primary attorney on your matter or to the firm's accountant, Sue Marcus at (503) 224-3092.

**2023 PUBLIC ENTITY RATES  
AND ATTORNEY DESCRIPTION**

Level	Hourly Rate
Senior Partner	\$350
Mid-Level Partner	\$325
Entry Level Partner	\$310
Senior Associate	\$265
Junior Associate	\$225
Paralegal	\$200

<b>Lead Attorney: Laura Westmeyer</b>	<b>\$290</b>
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- **Lead Attorney:** We offer a discounted hourly rate for the lead attorney proposed in order to facilitate ease of access to your primary point of contact at the firm.
- **Senior Partner:** Cable Huston's Senior Partners lead their practice areas at the firm. Senior Partners have at least twenty years of experience as a practicing attorney and more than ten years of experience at the partner level. Senior Partners are demonstrated leaders in their field and have the highest level of skill in that field.
- **Mid-Level Partner:** A Mid-Level Partner has at least ten years of experience as a practicing attorney and five years of experience at the partner level. Mid-Level Partners are developing leaders in their field and have demonstrated experience representing a wide variety of clients in that field.
- **Entry Partner:** Cable Huston elects Entry Partners to join the Partnership when the individual attorney has demonstrated a high-level of skill and expertise in one or more practice areas, the ability to lead a team of attorneys and staff on individual projects, and an ability to develop new clients or work. Entry Partners typically have a minimum of five years of experience as a practicing attorney in addition to those qualities.



- **Senior Associate:** A Senior Associate has more than three years of experience as a practicing attorney. While Senior Associates are well-versed in a wide variety of practice areas, they tend to work in a particular practice area. Senior Associates can serve as a project lead or primary contact on a particular issue where it makes sense to do so. Senior Associates continue to operate under the close supervision of a partner-level attorney, but with much greater autonomy.
- **Junior Associate:** A Junior Associate has up to three years of experience as a practicing attorney and may work in a wide variety of practice areas assisting other attorneys. Cable Huston primarily utilizes Junior Associates to conduct cost-effective research and analysis. Cable Huston chooses Junior Associates based on their demonstrated ability to succeed in school or at other law firms, and chooses specific Junior Associates based on the background or knowledge they can bring to the overall team of attorneys at the firm.



# NORCOR

## CORRECTIONS FACILITIES

Wasco-Gilliam-Hood River-Sherman  
201 Webber Street  
The Dalles, OR 97058  
541-298-1576

Date: May 18<sup>th</sup> 2023  
From: Administrative Sheriff Brad Lohrey  
Retiring Jail Commander Dan Lindhorst  
Jail Commander Joyce Orendorff  
Finance Manager Dale Whipple  
To: NORCOR Board  
Regarding: AIC Debts and Fees

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Pursuant to changes in ORS169.151 and an email from OSSA Attorney Elmer Dickens, NORCOR Adult facility has implemented new policy regarding the charging of AIC and collection of debt.

ORS 169.151 has been modified by a legislative change to no longer allow for AIC to be sent to Collections for unpaid fees. Instead NORCOR would be required to file a Small Claims civil action in court to force the payment of any unpaid debt accrued in NORCOR.

This process would be both time-consuming and costly, with the results unsure, as the court would have the option to determine that the AIC does not have the financial ability to pay. This results in our writing off the cost after adding court costs.

We are implementing an internal debt collection system that complies with General Accounting Principles, in which the debt is written off if not paid in one year from last contact with the AIC. This will assure of the accuracy of transfers to the General Fund of fees and limit the Liabilities to actual fees that may be recovered.

## Resolution No. 22-003

### Resolution establishing fees, reimbursement and debt service for charges for services provided by NORCOR in the operation of the NORCOR Correctional Facility.

**WHEREAS**, the NORCOR Board finds that Resolution 01-04 is no longer in compliance with ORS169.151, the following adjustments shall supersede.

**WHEREAS**, NORCOR finds that the taxpayers in the Northern Oregon Regional Corrections (NORCOR) area should not subsidize certain services provided by NORCOR to Adults In Custody (AIC) and that those services should be reimbursed by AIC in accordance with ORS169.151.

**THEREFORE, BE IT HEREBY RESOLVED THAT**, effective June 1<sup>st</sup> 2023, NORCOR is authorized to impose fees for services and to adopt the following schedule for fees reimbursing certain costs:

**Section 1.** The following schedule for reimbursement of costs is hereby adopted:

- a. **Medical Co-Pay:** A charge of Ten Dollars (\$10.00) shall be assessed for each time an AIC requests and sees medical or mental health staff.
- b. **Prescription Co-Pay:** A charge of Ten Dollars (10.00) shall be assessed for each time a medication is prescribed that is not part of NORCOR's stock medications.
- c. **Copies, Mail and Postage:** A charge of the amount of actual cost to provide extra materials and postage to mail out the AIC's mail.
- d. **Vandalism:** The cost of materials and labor to replace/repair damage done by an AIC that they had been found responsible for by a Disciplinary Panel.

**Section 2.** The Jail Manager or his/her designee is authorized to withdraw the above costs and any unpaid costs of prior incarcerations from an AIC's account. In addition, the Jail Manager or his/her designee is authorized to collect and/or write off any unpaid amounts according to NORCOR Policy 1002.12 AIC Debt and Reimbursement.

The above resolution was approved and declared adopted on May 18<sup>th</sup> 2023.

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Scott Hege, NORCOR Board Chair

## Adult In Custody Trust Accounts

### 1002.1 PURPOSE AND SCOPE

This policy establishes guidelines and procedures for managing, handling and accounting of all money belonging to adults in custody that is held for their personal use while they are incarcerated in this facility.

### 1002.2 POLICY

It is the policy of this Corrections Facility to manage adult in custody accounts for the purpose of receiving funds from authorized sources for adult in custody use and dispersing authorized unused funds.

### 1002.3 ADULT IN CUSTODY ACCOUNTS

A separate account will be established for each adult in custody when he/she is booked into this facility.

When an adult in custody is admitted to the correctional facility, a written, itemized inventory of the money in the adult in custody's possession shall be completed. Any subsequent deposits to the adult in custody's fund shall be inventoried and documented. An adult in custody shall be issued a receipt for all money held until his/her release.

An adult in custody may use money in his/her adult in custody account to purchase items from the adult in custody commissary or to bail out of a correctional facility. Adults in custody may receive and release money while in custody. Funds will be made available to adults in custody for their use in accordance with the rules and regulations established by the Jail Manager in accordance with State and Federal Laws and Regulations.

### 1002.4 FUNDING SOURCES

The adult in custody trust account will only accept funds for deposit from approved sources. Fifty percent of funds deposited into an adult in custody's trust account will first be used to settle the adult in custody's negative balance, should one exist.

#### 1002.4.1 DEPOSITS DURING BOOKING

With the exception of legally prescribed fees (e.g., booking fees, pay to stay), all money received during the booking process shall be deposited to the adult in custody's account after the adult in custody signs an acknowledgement agreeing to the amount.

#### 1002.4.2 DEPOSITS THROUGH THE MAIL

All funds received by mail to be deposited to an adult in custody's account shall be entered into the adult in custody's account by the receiving staff member.

Only money orders and checks issued by federal, state, county or city government agencies that are received through the mail are acceptable for deposit into adult in custody accounts. Although

# Northern Oregon Regional Corrections

Northern Oregon Regional Corrections Policy Manual

## Adult In Custody Trust Accounts

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cash may be accepted for deposit, (In the lobby kiosk) it is not recommended that cash be sent through the mail. All personal checks and payroll checks will be forwarded to the personal property storage area and placed in the adult in custody's property box after being entered into the adult in custody's property sheet in the JMS.

### **1002.4.3 VISITOR DEPOSITS**

All adult in custody deposits are made through the Viapath System. Money can be posted to an adult in custody's account online at [www.gettingout.com](http://www.gettingout.com) or in person at the NORCOR Administration Lobby Viapath Kiosk during regular business hours Monday through Friday between the hours of 8:00 AM to 5:00 PM. The Lobby Viapath Kiosk is available for deposits on weekends & Holidays from 8:00 AM to 12:00 PM.

Deposits can also be made by Money Order or checks issued by federal, state county or city government agencies to an adult in custody through the US Mail. The check or money order shall be made out to the adult in custody at NORCOR, they can endorse it once received, and it will be deposited to their commissary account.

### **1002.5 AUTHORIZATION FOR SELF-BAIL**

Adults in custody wishing to use their personal funds as bail must sign a 15% form document. This transaction document must be received by the cashier before the adult in custody's account can be debited and a receipt issued.

### **1002.6 RELEASE OF FUNDS TO OTHER PERSONS**

Adult in custody funds will not be released unless the funds will be used for emergency purposes and the release of funds as approved by the shift Sergeant. Adults in custody wishing to release all or part of their personal funds to a person who is not in custody must sign a property release form indicating the amount to release. The adult in custody must list the name of the person to release the funds to on the property release form. That person must furnish a valid driver license or state-issued identification card to corrections staff and sign the property release form. A check will be prepared in the name of the person who is receiving the funds. Amounts under \$30.00 shall be taken from the cash drawer and a receipt shall be generated with the signatures of the adult in custody, the receiving party, and the officer completing the transaction.

### **1002.7 RELEASE FROM CUSTODY**

Staff members who are responsible for the release of adults in custody shall check the adult in custody's account for a positive balance. If room and board charges are applicable, they will be added to the adults in custody account. If there is a positive balance at the time of release, the responsible staff member will prepare a release check or if under \$30.00, shall draw cash from the cash drawer. In the case of the adult in custody going to another facility, amounts under \$5.00 shall be placed in the adults in custody property in coin from the cash drawer. When the release funds are from the cash drawer, a receipt shall be generated and signatures from the adult in custody and officer completing the transaction shall be obtained. When a check is issued for reimbursement of funds the adult in custody will sign the bottom of the check stub confirming the amount being

# Northern Oregon Regional Corrections

Northern Oregon Regional Corrections Policy Manual

## *Adult In Custody Trust Accounts*

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released to them. A copy of the check will be made and placed into the adult in custody's file and the bottom portion of the check stub will be placed into the green drop box.

### **1002.8 CASHIER RESPONSIBILITY**

At the end of every shift, each Sergeant (or the OIC) shall be responsible for verifying that all funds received during the shift have been marked as posted to the adults in custody' accounts. If the funds are found to have not been marked as posted to the appropriate adult in custody account, the Sergeant (or the OIC) shall investigate whether those funds were actually posted to the account or not and, if necessary, shall post the funds to the adult in custody's account and prepare a receipt for the adult in custody. Once all the funds received during the shift have been verified as posted to the adult in custody accounts, the Sergeant (or the OIC) shall bundle the envelopes containing those funds for the Accounting Department to process.

At the beginning of each shift, the Sergeant (or OIC) shall retrieve a cash drawer and sign into the Cash Drawer Ledger the beginning drawer balance. At the end of every shift, the Sergeant (or the OIC) shall also count the monies left in the cash drawer in front of a witness, enter the amount in the Cash Drawer Ledger, and both the counter and the witness shall initial the entry. The monies and receipts must balance to the predetermined cash drawer balance. If the drawer does not balance, the Sergeant (or OIC) shall investigate and determine what the discrepancy is and repair the discrepancy or report the discrepancy immediately to the Jail Manager and/or the Lieutenant. A report shall be generated for any discrepancies discovered and forwarded to the Jail Manager and/or Lieutenant. The Sergeant (or the OIC) shall place the cash drawer and ledger in the appropriate safe at the end of each shift.

### **1002.9 SECURE BANKING OF ADULT IN CUSTODY TRUST FUNDS**

All monies collected by custody personnel shall be secured daily in the automated kiosk system.

### **1002.10 AUTOMATED KIOSKS**

The use of automated kiosks for the deposit of monies into the adult in custody trust fund or to transfer adult in custody monies for the purchase of commissary or other authorized items will meet the financial accounting requirements of this policy and other standard financial practices.

### **1002.11 FINANCIAL AUDITS**

The Jail Manager shall insure that a financial audit of the adult in custody Accounts are conducted annually. The audit shall conform to generally accepted auditing standards.

### **1002.12 AIC DEBT AND REIMBURSEMENT**

An account procedure shall be established by the Finance Department to recoup fees from AICs who received goods or services that would normally be charged to a non-indigent AIC.

# Northern Oregon Regional Corrections

Northern Oregon Regional Corrections Policy Manual

## *Adult In Custody Trust Accounts*

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The Jail Manager shall work with the Finance Manager to seek reimbursement for the costs of safekeeping and maintaining the AIC's account pursuant to ORS169.151. The Jail Manager should also collect payment for medical expenses that are allocated pursuant to an intergovernmental or other agreement (ORS414.805).

If the AIC did not have sufficient funds upon release from custody to satisfy the amount of charges on his/her account, a debt shall be accrued on the AIC's trust account. A statement of the debt shall be issued to the AIC upon release along with instructions on how the AIC may make payments on the debt to NORCOR's Finance Department to clear the debt. If a payment has not been received by the Finance Department within 90 days of the AIC's release from custody and the AIC has not returned to custody, a notice of payment due shall be mailed to the AIC at his/her last know address.

If there has not been any activity on the AIC's account for a minimum of six months, the debt amount shall be placed in a "Doubtful Account" and held for a period of one year. At the end of a year, if a payment or any other activity has not occurred on the account, the account shall be "written off" as uncollectible.

## Local and Regional Correctional Facilities

### **ORS 169.151**

### **Expenses of keeping prisoners**

- **reimbursement from prisoners**
- **amounts**
- **procedures**

- (1) A city or, notwithstanding ORS 169.150 (Payment of expenses of keeping prisoners) (1), a county may seek reimbursement from a person who is or was committed to the local correctional facility of the county or city upon conviction of a crime for any expenses incurred by the county or city in safekeeping and maintaining the person. The county or city may seek reimbursement:
  - (a) At a rate of \$60 per day or its actual daily cost of safekeeping and maintaining the person, whichever is less, multiplied by the total number of days the person was confined to the local correctional facility, including, but not limited to, any period of pretrial detention; and
  - (b) For any other charges or expenses that the county or city is entitled to recover under ORS 169.150 (Payment of expenses of keeping prisoners).
- (2) The county or city may seek reimbursement for expenses as provided in subsection (1) of this section by filing a civil action no later than six years after the person from whom reimbursement is sought is released from the local correctional facility.
- (3) When a person is found liable for expenses described in subsection (1) of this section and an amount is determined, the court shall, before entering a judgment against the person, allow the person to present evidence on the issue of the person's ability to pay. When a person presents such evidence, the court shall determine the person's ability to pay taking into consideration:
  - (a) The financial resources of the person and the burden that payment will impose on the person in providing basic economic necessities to the person or the person's dependent family; and
  - (b) Any other monetary obligations imposed upon the person by the court as a result of the conviction for which the person was committed to the local correctional facility.
- (4) The court, and not a jury, shall determine the defendant's ability to pay under subsection (3) of this section.
- (5) Upon the conclusion of a proceeding under subsection (3) of this section, the court may enter a judgment:
  - (a) Of dismissal if the court finds that the person lacks the ability to pay;



- (b) For less than the full amount determined if the court finds that the person has the ability to pay a portion of the amount; or
  - (c) For the full amount determined, plus costs and disbursements, if the court determines the person has the ability to pay.
- (6) Any reimbursements collected under this section must be credited to the general fund of the county or city to be available for general fund purposes. [1997 c.349 §2; 1999 c.801 §2; 2009 c.783 §15]

*Location:* [https://oregon.public.law/statutes/ors\\_169.151](https://oregon.public.law/statutes/ors_169.151)

*Original Source:* Section 169.151 — Expenses of keeping prisoners; reimbursement from prisoners; amounts; procedures, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors169.html](https://www.oregonlegislature.gov/bills_laws/ors/ors169.html) (last accessed May 5, 2023).

## Medical Assistance

### **ORS 414.805**

## **Liability of individual for medical services received while in custody of law enforcement officer**

- (1) An individual who receives medical services while in the custody of a law enforcement officer is liable:

  - (a) To the provider of the medical services for the charges and expenses therefor; and
  - (b) To the Oregon Health Authority for any charges or expenses paid by the authority out of the Law Enforcement Medical Liability Account for the medical services.
- (2) A person providing medical services to an individual described in subsection (1) of this section shall first make reasonable efforts to collect the charges and expenses thereof from the individual before seeking to collect them from the authority out of the Law Enforcement Medical Liability Account.
- (3)(a) If the provider has not been paid within 45 days of the date of the billing, the provider may bill the authority who shall pay the account out of the Law Enforcement Medical Liability Account.

  - (b) A bill submitted to the authority under this subsection must be accompanied by evidence documenting that:
    - (A) The provider has billed the individual or the individual's insurer or health care service contractor for the charges or expenses owed to the provider; and
    - (B) The provider has made a reasonable effort to collect from the individual or the individual's insurer or health care service contractor the charges and expenses owed to the provider.
  - (c) If the provider receives payment from the individual or the insurer or health care service contractor after receiving payment from the authority, the provider shall repay the authority the amount received from the public agency less any difference between payment received from the individual, insurer or contractor and the amount of the billing.
- (4) As used in this section:

  - (a) "Law enforcement officer" means:
    - (A) An officer who is commissioned and employed by a public agency as a peace officer to enforce the criminal laws of this state or laws or ordinances of a public agency; or

**(B)** An authorized tribal police officer as defined in ORS 181A.940 (Definitions for ORS 181A).

**(b)** “Public agency” means the state, a city, university that has established a police department under ORS 352.121 (University police departments and officers) or 353.125 (Creation of police department and commission of police officers), port, school district, mass transit district or county. [1991 c.778 §7; 2007 c.71 §105; 2009 c.595 §342; 2011 c.506 §37; 2011 c.644 §§29,52; 2013 c.180 §§38,39; 2015 c.174 §20]

Note: 414.805 (Liability of individual for medical services received while in custody of law enforcement officer) to 414.815 (Law Enforcement Medical Liability Account) were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 414 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

*Location:* [https://oregon.public.law/statutes/ors\\_414.805](https://oregon.public.law/statutes/ors_414.805)

*Original Source:* Section 414.805 — Liability of individual for medical services received while in custody of law enforcement officer, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors414.html](https://www.oregonlegislature.gov/bills_laws/ors/ors414.html) (last accessed May 5, 2023).



May 8, 2023

**NOTICE OF APPLICATION FOR ADMINISTRATIVE ACTION**

Notice is hereby given that an application for Administrative Action has been received by The Dalles Community Development Department. The City of The Dalles Community Development Director will make an Administrative Decision on the request stated below. **You are entitled to comment for or against the proposal by submitting a written statement** to the Community Development Department, City of The Dalles, 313 Court Street, The Dalles, OR 97058 by the due date shown.

**COMMENTS DUE BY:** May 22, 2023

**APPLICANT(S):** Maul Foster & Alongi, Inc.

**LANDOWNER(S):** Moraine Industries, LLC

**APPLICATION NUMBER:** MIP 410-22

**REQUEST:** Applicant is requesting approval to divide one existing parcel of 73.03 AC into three parcels of 4.56 AC, 29.28 AC, and 39.19 AC.

**LOCATION:** The property is located at **2650 River Road** and further described as 2N 13E 33 tax lot 200. Property is zoned I – Industrial.

**REVIEW CRITERIA:** The City of The Dalles Comprehensive Land Use Plan, City of The Dalles Municipal Code Title 10 Land Use and Development; Article 9.030 Partitions, Minor Replats, and Lot Line Adjustments, Article 5.090 I – Industrial District.

**COMMENT PROCEDURE:**

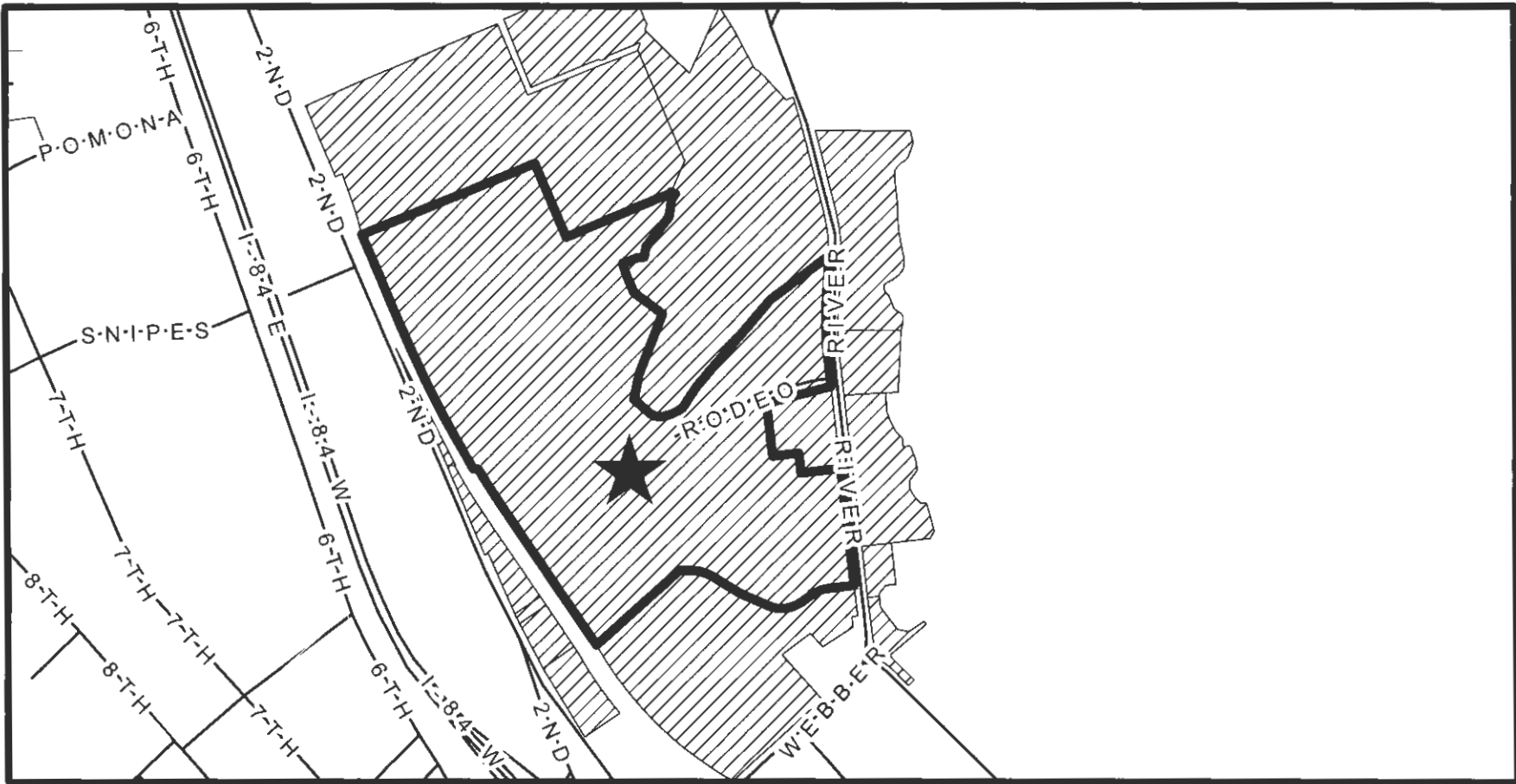
1. **Written comments for or against the proposal will be accepted for 14 days from the date this notice is mailed and are due by 5:00 p.m., May 22, 2023**, in The Dalles Community Development Office, 313 Court Street, The Dalles, OR 97058.
2. Failure to raise an issue in writing within the comment period, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue, precludes further appeal on that issue.





3. Copies of all review criteria and evidence relied upon by the decision maker or evidence provided by the applicant **are available for free review or may be purchased at the Community Development Office**, 313 Court Street, The Dalles, Oregon 97058.

**DECISION PROCESS:**

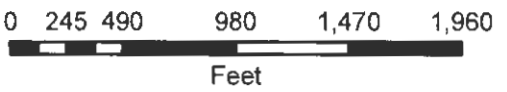
1. An application is received, decision date set, and notice mailed to property owners within 100 feet of the subject property.
2. All affected City departments and other agencies are asked to comment.
3. All timely comments and the application are weighed against the approval criteria in a staff report.
4. The provisions of The Dalles Municipal Code, Title 10 Land Use and Development, and the City of The Dalles Comprehensive Plan must be met.
5. A decision is reached by the Director based on the Findings of Fact in the staff report.
6. Parties of Record (notified property owners, affected public agencies, and other parties who make timely comment) will receive a Notice of Decision.
7. Aggrieved parties may appeal an Administrative Decision to the Planning Commission within 10 days of the date a notice of Decision is mailed, subject to the requirements for appeal procedures.

Please direct any questions to Kaitlyn Cook, Associate Planner, Community Development Department, at (541) 296-5481 ext. 1132, or email [kcook@ci.the-dalles.or.us](mailto:kcook@ci.the-dalles.or.us).



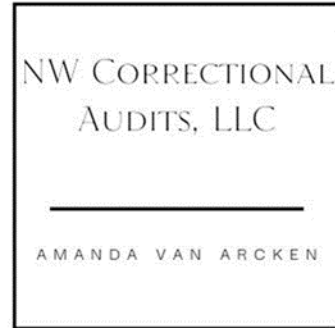
-  Subject Property
-  Notified Properties
-  Taxlots
-  Roads

Properties within 100 feet of  
 MIP 410-22  
 2650 River Road  
 1N 13E 33 200



City of The Dalles  
 Community Development  
 Department  
 June 8, 2023





May 10, 2023

Hello –

My name is Amanda van Arcken, and I'm the sole proprietor of NW Correctional Audits. I operate this business when I'm off duty or on vacation leave from my primary employer, the Oregon Department of Corrections (ODOC).

I began my career with ODOC in May 2011 as a temporary officer at Santiam Correctional Institution. I was hired as a permanent officer two months later at the Oregon State Penitentiary and promoted to corporal at Oregon State Correctional Institution in September 2002. I was promoted to sergeant at Coffee Creek Correctional Facility (CCCF) in June 2004. I spent six years there as the elected Local 405 labor president, bargained two contracts, and in February 2009, graduated from the Harvard Law School Trade Union Program. I was promoted to lieutenant in December 2012 and captain in July 2014. Since promoting to captain, I have briefly accepted other positions, to include –

- A six-month rotation as the agency's AIC Advocate Coordinator in 2016 (working to create and maintain MOUs with partner rape crisis centers to provide services to our incarcerated survivors);
- A six-month rotation as the Oregon Youth Authority's agency PREA Coordinator in 2018;
- A six-month rotation as the Acting Institution Security Manager for Columbia River Correctional Institution (CRCI) and South Fork Forest Camp (SFFC) in 2020; and,
- Two months as the Interim Superintendent at CRCI and SFFC.

In October 2018, I was asked to join the Office of the Inspector General as the PREA Compliance Captain. This was a natural fit for me, as I had been backfilling our agency's PREA Coordinator since 2013, acted as the Sexual Abuse Liaison and PREA Compliance Manager while duty stationed at CCCF, and became a US Department of Justice certified PREA Auditor for Adult Prisons & Jails in June 2016. ODOC is part of an auditing consortium with five other states. I act as the lead auditor on behalf of ODOC and conduct PREA audits externally, in those partner states. To date, I have conducted more than 32 audits.

Opening my own business conducting PREA audits was a natural fit for me. It's work that I feel well-suited for, with the depth of my experience with corrections and PREA. I do not conduct audits in facilities where there may be a conflict with my primary employer, such as jails that ODOC contracts with for the confinement of adults in custody or state prisons where our auditing consortium is active. I enjoy learning about other confinement facilities and working with their staff to help ensure a culture of sexual safety for the people in their care.

In December 2022, I spent two days with the staff and adults in custody (AICs) at Northern Oregon Regional Correctional Facility (NORCOR). I conducted a complete site review, going every place that a staff member or AIC can access. I interviewed every deputy and corrections technician on both shifts and interviewed 12 targeted AICs and 14 random AICs.

Most of my work is objective in nature – I review the requirements of the PREA standards, review the agency/facility policies and procedures, observe how the facility operates in practice, and review any other evidence necessary – to ultimately decide whether the agency/facility is complying. Some of my work is subjective, through interviews with staff and the adults in custody.

Interviews can say a lot about a facility; sometimes too much! In corrections, we always worry that an auditor is going to talk to *that one* staff or *that one* AIC and what they have to say may not leave the facility in the most favorable light.

I always end my interviews by asking AICs if they feel safe at the facility, and ask if they have any other concerns they want to share with me. Perhaps the best way to document the experience I had while conducting interviews with AICs is to quote them directly -

*The officers here treat us like family.*

*If I have an issue or a bad day, they take the time to ask me if I'm okay and accommodate me.*

*They're really good at communication.*

*They go above and beyond here, and it starts at the top with the leadership.*

These statements did not surprise me after my interactions with staff and observations of facility operations. While some staff were open about the fact they could go elsewhere and be paid better wages, they were content at NORCOR and did not want to leave. They indicated they were part of a family at the facility and were treated accordingly by leadership.

To me, this was the most important takeaway from my time working with NORCOR and it says so much about the hearts of the people who work there and the culture that has been developed and maintained.

Sincerely,

A handwritten signature in black ink that reads "Amanda van Arcken". The signature is written in a cursive, flowing style with a large initial 'A' and a decorative flourish at the end.

Amanda van Arcken  
amanda@nwaudits.com





# NORCOR

## CORRECTIONS FACILITIES

Wasco-Gilliam-Hood River-Sherman  
201 Webber Street  
The Dalles, OR 97058  
541-298-1576  
Fax 541-298-1082



MEMO:

To: Commander Lindhorst

From: Sgt. Miller

Date: April 28, 2023

Subject: Jail Inspection Exit Interview

On 4/27/23 a jail inspection was conducted at NORCOR. Multiple agencies from all around the state participated in the inspection of our jail. Once the inspection was complete an exit interview was conducted with all inspectors.

During this interview each inspector had time to give feedback to NORCOR staff and both Sheriff Magill and Sheriff Lohrey.

One by one each inspector gave praises for the cleanliness and organized nature of our jail. Comments were made about how great the floors, kitchen, laundry, maintenance and units looked. One inspector mentioned he used to run transport through NORCOR, and it smelled as clean then as it does now.

All the surface comments were great, but the truly spectacular statements involved NORCOR staff. The inspectors continued to go around and around the table expressing how impressed they were with staff and their compassion, patience, and attitude.

It was noted that a positive attitude could be noticed in watching staff work. This praise extended to all staff security, admin, medical, mental health, maintenance, and kitchen. It was mentioned by one inspector that he judges a facility by whether he would work at the facility or not. His answer was a fanatical "yes".

I am proud to be able to relay this information to you about NORCOR's incredible staff. Thank you for your time and I will leave you with two quotes that came from the inspectors.

"This inspection was a perfect scenario".

"NORCOR is a jewel within our state".

Respectfully  
Sgt. Miller  
NORCOR



# NORCOR

## CORRECTIONS FACILITIES

Wasco-Gilliam-Hood River-Sherman  
201 Webber Street  
The Dalles, OR 97058  
541-298-1576  
Fax 541-298-1082



**AMENDMENT No. 2 TO THE FOOD SERVICE AND COMMISSARY AGREEMENT**

This Amendment is made and entered into by and between Northern Oregon Regional Correctional Facility a Oregon Government Entity (“Client”), and Summit Food Service, LLC (“Company”) (collectively “the Parties”).

**WHEREAS**, The Parties have entered into a certain Food Service and Commissary Agreement (the “Agreement”), effective July 1, 2020

**WHEREAS**, The Parties have agreed to extend with pricing adjustment the partnership; and

**WHEREAS**, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

**NOW, THEREFORE**, The Parties, intending to be legally bound hereby, mutually agree as follows:

- 1. **Term.** This Agreement shall be extended for an additional year beginning July 1, 2023.
- 2. **Price.** Per section 7.Aa of the Agreement, pricing shall be adjusted as follows:

<b>Norcor 2023</b>				
Population	Current Price	CPI%	Amount	New Price
<100	TBN	TBN	TBN	TBN
100-109	\$2.07	9.50%	\$0.20	\$2.26
110-119	\$1.96	9.50%	\$0.19	\$2.14
120-129	\$1.87	9.50%	\$0.18	\$2.04
130-139	\$1.79	9.50%	\$0.17	\$1.96
140-149	\$1.72	9.50%	\$0.16	\$1.88
150-159	\$1.66	9.50%	\$0.16	\$1.82
160-169	\$1.62	9.50%	\$0.15	\$1.77
170-179	\$1.58	9.50%	\$0.15	\$1.73
180-189	\$1.54	9.50%	\$0.15	\$1.69
190-199	\$1.51	9.50%	\$0.14	\$1.66
200-209	\$1.49	9.50%	\$0.14	\$1.63
210-219	\$1.46	9.50%	\$0.14	\$1.60
220-219	\$1.44	9.50%	\$0.14	\$1.58

This Amendment is effective as of July 1, 2023. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

**CLIENT: Northern Oregon Regional Correctional Facility a Oregon Government Entity**

**COMPANY: Summit Food Service, LLC**

Signature:

Signature:

Name:

\_\_\_\_\_

Name:

\_\_\_\_\_

Brittany Mayer-Schuler

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

President

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_