

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, JULY 6, 2016
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058**

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

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

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

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

9:00 a.m.

CALL TO ORDER

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

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda [Call to Action](#), [Mobile Communication Device Policy](#), [APHIS Contract](#), [AAA Funding Increase](#), [Burn Ban](#))
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 6.30.2016 Special Session](#), [Immediate Opportunity Projects MOUs](#)

9:30 a.m.

[Fair Manager Contract](#) – Tyler Stone

**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
JULY 6, 2016

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

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

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Ms. White asked to add the following items to the Discussion List:

- Revised Sherman County GIS Agreement
- Growth/Expansion – Courthouse
- Survey Costs for South Wasco Park and Recreation District
- Administrative Officer – Vacation

Discussion List – Call to Action

Chair Runyon stated that this is an initiative sponsored by Hood River County Commissioner Karen Joplin; she is interested in developing risk assessment tools to better respond to inmate circumstances and more efficiently implement inmate pathways to appropriate programs. He went on to say that the intent is to form a study group to identify successful programs for improvement and expansion.

Commissioner Hege said that it is always good to evaluate programs; the goal here is to deal with some of the existing issues at NORCOR and create good assessment tools; it

will take time and effort but will not be a financial commitment. Commissioner Kramer concurred.

Chair Runyon continued by saying that this is for the five counties that participate in NORCOR; all Commissions/Courts will receive a presentation for this initiative although Wheeler may not as they are not a dues-paying county. He advised that any detailed questions should be directed to Commissioner Joplin.

}}}Commissioner Hege moved to direct Chair Runyon to sign the NORCOR Regional Criminal Justice System Reform Efforts Call to Action on behalf of Wasco County. Commissioner Kramer seconded the motion which passed unanimously.}}

Discussion List – Mobile Communication Device Policy

Mr. Stone reported that departments had requested a revision to this policy that would allow the use of hand-free communication devices in County vehicles; previously the policy did not allow for any use of mobile communication devices in County vehicles. He added that the change makes the use of hand-free devices department specific – each Director will make the choice to allow or not allow the use of hands-free communication devices.

}}}Commissioner Kramer moved to approve the Wasco County Mobile Communication Device Policy. Commissioner Hege seconded the motion which passed unanimously.}}

Discussion List – APHIS Agreement

Mr. Stone stated that this is the annual predator control contract; we engage the USDA Wildlife Service for this work up to a \$5,000 expenditure. That purchases the County part of a specialists' time for predator control.

Chair Runyon noted that this contract has been the same for many years. Mr. Stone agreed noting that there were a couple of years where the County paid more to address a feral pig problem in the County. Commissioner Hege added that the effort to control the feral pigs was successful; Commissioner Kramer agreed saying that the numbers are down.

}}}Commissioner Kramer moved to approve the USDA APHIS Wildlife Services Work and Financial Plan Agreement #16-73-41-5129. Commissioner Hege

seconded the motion which passed unanimously.}}

Discussion List – Burn Ban

Ms. White explained that this is an annual, seasonal ban on residential burning in areas of the County not located within a municipality or fire district. The ban is in conjunction with fire authorities throughout the County and is set to end when the local fire authorities lift the ban.

{{{Commissioner Hege moved to approve Order 16-054 declaring a ban on residential burning in Wasco County, Oregon. Commissioner Kramer seconded the motion which passed unanimously.}}

Discussion List – AAA Funding Increase Request

Commissioner Kramer explained that this request was presented to MCCOG and he agreed to bring that request to the Board of Commissioners to start a discussion and allow Commissioners time to ask questions. He referred to the letter (attached) from the Senior Advisory Council. He stated that each participating county currently contributes \$1 per capita for that program; the requested increase is for 50¢ additional per capita.

MCCOG Executive Director Bob Francis stated that the funding MCCOG receives from the State for these programs will be cut while our region is likely to see an increase in the senior population; with birth rates declining the ratio of seniors to younger adults will also increase. He said that the ask from all participating counties is to increase funding by 50¢ per capita – that would increase the counties' funding for these programs by about \$26,000. The MCCOG budget committee has approved the increase request.

Chair Runyon asked how much the cut will be. Mr. Francis replied that he does not have that number. He reported that last year they had 80 participants sign up and were able to only serve 18. He stated that in the next biennium increases in PERS costs will drain money from many programs including this one; the \$26,000 will not make up the difference. He said that Meals on Wheels will be cut next year but he does not have the figures.

Commissioner Hege asked what the source is of the funding being cut. Mr. Francis replied that the source is from State programs that distribute money to counties for senior services. Commissioner Hege asked if all of the state programs will experience budget cuts. Mr. Francis responded that pretty much all of those programs will be cut. He said that he could get more information for that, but he knows that the meals

program will be cut and that he already has people half-time for the Senior Health Insurance Benefits Assistance Program.

Commissioner Hege asked what the amount of the cut was for this year. Mr. Francis replied that he does not have that right now.

Mr. Stone pointed out that the letter talks about the administrative fees and asked if that is calculated on a percentage. Mr. Francis replied that it is based on a cost-allocation formula. Mr. Stone asked if that means that an increase in the County contribution will mean an increase in what goes to MCCOG for administering the program. Mr. Francis replied that the increase will go directly into programming and not to the administrative costs.

Chair Runyon asked if this a one-time contribution or an ongoing increase. Mr. Francis replied that would be a permanent increase to the County's annual contribution to the program - \$1.50 per capita would be the new rate.

Mr. Francis announced that the ribbon-cutting ceremony for the new transportation center will be held tomorrow at 12:15 p.m. Chair Runyon asked if there is a contract in place with Greyhound. Mr. Francis replied that there is; Greyhound should be using the transportation as of yesterday or today.

**Consent Agenda – 6.30.2016 Special Session Minutes/Immediate
Opportunity MOUs**

Commissioner Hege said that on The Dalles Chamber MOU he feels like the language describing how the funding is to be applied is not clear enough; he suggested that the rather than saying it is to replace the existing wood stairs that is say it is to support the replacement of the wood stairs. Similarly, he suggested that the language in the City of Mosier's MOU be revised to say that the funding is to be used as match money for the development of a bike hub.

{{{Commissioner Hege moved to approve the Consent Agenda with the proposed changes to The Dalles Chamber and City of Mosier MOUs. Commissioner Kramer seconded the motion which passed unanimously.}}}

Departments - Planning

Planning Director Angie Brewer reported that long-range planning is moving forward; Long Range Planner Kelly Howsley-Glover has been reformatting the current ordinance

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to make it easier to implement; they hope to post it to the website and have print copies available this week. She said they have added hyperlinks to the relevant State statutes. She said that this process is serving as the foundation for an audit of the ordinance and starts the conversation for long-range planning; Ms. Howsley-Glover will be sharing the information with the State for voluntary review and will have a report for the Board later this summer. She added that the Planning Commission wants to do a road show for the upcoming review and revisions to reach out to the communities for feedback and establish relationships with stakeholders.

Ms. Brewer announced that Planning has been invited by the realtors to present at their July 20th lunch meeting regarding marijuana growth and processing; Senior Planner Dustin Nilsen will join her along with Hood River Director of Community Planning, John Roberts, at that meeting. The intent is to help clear confusion regarding the regulations governing those activities.

Commissioner Hege asked where the confusion lies. Ms. Brewer replied that it is not necessarily confusing but applicants are missing some of the details; for instance, on private property where there is a shared private road, applicants have to have signatures from all the other users of that road in order to move forward; they are frustrated when they turn in an application that is sent back because it is lacking that piece. She said that the outreach to the realtors will help them assist clients with the application process; we don't want purchasers to be surprised.

Ms. Brewer said that applications are moving along ahead of schedule. She noted that they are trying to remake the front desk as a "solutions center" that will help empower clients.

Ms. Brewer reported that Codes Compliance is busy – there is the same average number of cases, but there are more repeat offenders which indicates that there is a need to change the process.

Ms. Brewer stated that they are working on strategic planning in concert with all the other County departments. Yesterday was a Planning Commission meeting where Planning Commissioners received training on parliamentary procedure and ethics; they also receive the County's strategic plan.

Commissioner Hege asked the status of the Planning Commission. Ms. Brewer replied that all seats, including the alternates, are full.

Mr. Stone advised that the hyperlinks in the ordinance document need a disclaimer that they are subject to change. Ms. Brewer responded that they have already taken that step.

Agenda Item – Fair Manager Contract

Mr. Stone stated that previously the Fair Board had made an agreement to pay for mileage and costs for Kay Tenold who has been acting as the Fair Manager/secretary for seven years and been involved with the Fair for decades. He said that the County wants to support that with a formal contract; the position was advertised throughout the County and only one letter of interest was submitted in response. He said that he recommends moving forward with the contract; Ms. Tenold is well experienced and especially with the groundskeeper out, it will be good to have a central contact.

Chair Runyon asked if this will put Ms. Tenold in the lead in the search for a temporary caretaker. Mr. Stone replied that it is really a separate issue; the groundskeeper is overseen by the Fair Board; the Fair Manager is sometimes there infrequently when it is outside Fair season whereas the Board meets monthly.

Commissioner Hege asked how this is different from the current arrangement. Mr. Stone replied that they are just paying mileage now; he wanted something more formal that sets expectations and defines the manager as a contractor.

Commissioner Hege asked what the cost difference will be. Mr. Stone replied that he expects it to be approximately \$1,500 over what was being paid in mileage and is part of the Fair budget.

Commissioner Hege noted that he is listed as Chair on the contract. Ms. White said she would make that correction.

{{{Commissioner Kramer moved to approve the Wasco County Fair Manager Contract with the corrected signature lines. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon asked for an update on the caretaker. Mr. Stone responded that we won't have more information for another three weeks. It has placed a big strain on the Facilities crew but a lot of things have been getting done.

Commissioner Hege asked if there is any news on the Facilities Tech being hired. Ms. White reported that interviews have taken place we are in the process of doing reference checks. She said that she hopes an offer can go out early next week.

Commissioner Hege asked if there is still a need for help. Mr. Stone replied that mowing

is always needed. He reported that Care for Fair is a new group that is working with the Fair Board on a list of needed projects that are prioritized by the Fair Board. He said that What the Festival has a community work day in their organization and have chosen the County Fairgrounds to be part of that effort this year; there will be 40 volunteers on July 24th to work on painting barns, working on the race track, bathrooms, Ken Wood Kitchen and benches at the 4-H and show arenas. WTF volunteers will bring food; the paint was purchased at cost and community members are stepping up to help. He went on to say that Northwest Farm Credit will also set up a work day and 4-H wants to help. He said that they have received a small grant from Wasco Electric to spruce up the concrete stage. He noted that there are a lot of good things happening under the leadership of the Fair Board.

Commissioner Hege asked if others can participate in the community work day. Commissioner Kramer replied that they can but will need to contact Robert Wallace to get that set up.

Mr. Stone stated that there will be a lot of people and we want to make sure that we are prepped and ready; he said he would be happy to help with that. Commissioner Kramer said that Mr. Wallace is already working on that and will be in touch with Mr. Stone. He said that they will doing pressure washing in advance to make sure wood is dry and ready for painting and staining.

Commissioner Hege asked if volunteers are signing waivers. Commissioner Kramer replied that they have been passed out and there will be a process on the day of the event to make sure that volunteers have turned them in.

Mr. Stone reported that one of the septic system pumps failed last week; there is a temporary pump in place and have parts coming to repair the existing pump. He added that the irrigation pump is up and running but we need someone to keep it moving.

Chair Runyon asked if they have explored the possibility of using high school students to help with the irrigation. Mr. Stone replied that they are talking about it; it is not in the budget but will be worked out. Commissioner Kramer added that they had a volunteer but in the middle of those discussions the pump went out. Mr. Stone stated that the Facilities Manager has restarted those conversations.

Discussion List – Revised Sherman County GIS Contract

Ms. White explained that this contract came before the Board and was approved at the

6.15.2016 session. She reported that Sherman County's Counsel has requested a minor change in the contract language, as follows (new language in yellow):

- 7.1 **To the extent allowed by law**, 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 **To the extent allowed by law**, 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.

Commissioner Hege moved to approve the revised Intergovernmental Agreement between Wasco County and Sherman County for GIS services. Commissioner Kramer seconded the motion which passed unanimously.}}

Discussion List – Growth/Expansion County Courthouse

Commissioner Kramer stated that the Courthouse is busting at the seams and we need to do something about office space; we are stuffing people into offices now and we need to move that conversation forward further than we have. He stated that there is property across the street that could be good for future expansion; we will have growth and we need to plan for that. Commissioner Runyon replied that he could not agree more and would suggest a work session to address the issue and bring some ideas to the table.

Mr. Stone stated that if the Board wants to entertain looking at the property across the street, the market is moving and we should act quickly. Chair Runyon said he would like to see each Commissioner meet with Mr. Stone individually to move it forward.

Discussion List – Survey Costs

Mr. Stone reported that the South Wasco Park and Recreation District (SWPRD) met last night and is moving full force toward getting established; they want to move as quickly as possible on the property work that will be necessary to transfer the Pine Hollow boat ramps to SWPRD. He said that part of that work will be extensive surveying; County Surveyor Dan Boldt has begun that work. He said that the County can do that at no cost to the District by waiving the fees associated with the work. He observed that he usually has a challenge in waiving these fees but because of the work Mr. Boldt has done over the last year he is the most qualified surveyor and is already part way down that road. He said that the work will also help the County to correct some of the inaccuracies in the properties out there. He said he would like the Board to consider waiving the surveying fees.

Chair Runyon said that the County has already invested time and effort into this project and it will benefit not only the residents of south Wasco County but all of the County residents who use the facilities for recreation. He stated that it is to the County's benefit to move this forward and District ownership of the property will help them qualify for grant funding that will alleviate the burden on area residents to fund improvements.

Commissioner Kramer noted that the south ramp facilities are currently being cleaned and maintained by a group of volunteers from the SWPRD Advisory Committee and he wants to recognize and thank them for the excellent work. Mr. Stone concurred, saying that it is looking better than it ever has.

Commissioner Hege asked if Mr. Boldt will be doing this work as the County Surveyor. Mr. Stone replied that he would and we have not done this for the other districts. Chair Runyon pointed out that the County will directly benefit from this transfer of property. Mr. Stone agreed, adding that SWPRD is working hard to get this up and running.

*****The Board was in consensus to waive the survey fees for SWPRD in their efforts to take ownership and responsibility for the boat ramps located at Pine Hollow.*****

Mr. Stone noted that next week he will be gone on vacation and in an area without cell service. Ms. White added that Office Manager Tawny Wade will also be gone next week.

Chair Runyon adjourned the meeting at 9:58 a.m.

Summary of Actions

Motions Passed

- To direct Chair Runyon to sign the Call to Action on behalf of Wasco County.
- To approve the Wasco County Mobile Communication Device Policy.
- To approve the USDA APHIS Wildlife Services Work and Financial Plan Agreement #16-73-41-5129.
- To approve Order 16-054 declaring a ban on residential burning in Wasco County, Oregon.
- To approve the Consent Agenda with the proposed changes to The Dalles Chamber and City of Mosier MOUs.

- To approve the Wasco County Fair Manager Contract with the corrected signature lines.
- To approve the revised Intergovernmental Agreement between Wasco County and Sherman County for GIS services.

Consensus

- To waive the survey fees for SWPRD in their efforts to take ownership and responsibility for the boat ramps located at Pine Hollow

Wasco County
Board of Commissioners



Rod L. Runyon, Board Chair

Scott C. Hege, County Commissioner



Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 6, 2016**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Call to Action](#) – Chair Runyon
2. [Mobile Communication Device Policy](#) – Tyler Stone
3. [Annual APHIS Contract](#)
4. [AAA Funding Increase Request](#) – Commissioner Kramer
5. [Annual Burn Ban](#) – Kathy White

Discussion Item

Call to Action

- [Introductory Email](#)
- [NORCOR Regional Criminal Justice System Reform Efforts – Call to Action](#)

----- Forwarded message -----

From: Karen Joplin <karen.joplin@co.hood-river.or.us>

Date: Thu, Jun 23, 2016 at 9:05 AM

Subject: Call to Action

To: "rodr@co.wasco.or.us" <rodr@co.wasco.or.us>, "steve.shaffer@co.gilliam.or.us" <steve.shaffer@co.gilliam.or.us>, Tom McCoy <tmccoy@gorge.net>

Cc: Tyler Stone <tylers@co.wasco.or.us>, Scott Hege <scotth@co.wasco.or.us>, "michaelsmith204@gmail.com" <michaelsmith204@gmail.com>, "bbrandenburg@norcor.co.wasco.or.us" <bbrandenburg@norcor.co.wasco.or.us>

Gentlemen,

Attached you will find the Call to Action document I have crafted with Presiding Judge John Olson. He would like to begin this process this fall for all of the Judges, the DA's, Defense Bar, Law Enforcement, and Parole/Probation for all NORCOR regional counties.

Hood River Commissioners approved and signed the document at our June 20th meeting. I'd like to circulate the document around for your Commission/Court review and approval. Once approved, I will circulate a single signature page.

Judge Olson and myself have worked hard to craft a document and launch a process that invites all participants to work towards a regional approach to improve our criminal justice system using the best practices available and maintaining public safety. We have also committed to a regional approach and hope to garner the support and participation of all of the NORCOR counties.

I will be submitting a grant to the Oregon Community Foundation for dollars to purchase technical support for this process, but will launch the task force with an Executive Judges training from the Bureau of Justice Assistance sometime in the fall.

Let me know if you have any questions or would prefer I attend one of your meeting to present the idea.



Oregon Judicial District 7

VERSION 3.0
JUNE 6, 2016

Attn: Presiding Judge John Olson

NORCOR Regional Criminal Justice
System Reform Efforts

CALL TO ACTION

Presented by: Karen Joplin, Hood River County Commissioner

With collaborative support from: Wasco, Sherman, and Gilliam County Boards
of County Court and Commissions and the NORCOR regional incarceration
facility



CALL TO ACTION

Rising costs for the NORCOR incarceration facility have reached an unsustainable level. This Call to Action presented to presiding Judge John Olson is to consider the following: help form a committee to consider and develop a comprehensive plan for coordinating court, public defense, probation violations, jail sentencing, and related services and resources in an efficient and cost effective manner; reduce the low-risk, non-violent offender population in a manner that is safe, fair, and which maximizes public safety.

PLAN OVERVIEW

Practice:	Criminal Justice Systems for OR Judicial District 7
Name of Campaign:	NORCOR regional criminal justice reform “Call to Action”
Potential Funders and Technical Support Options:	National Institute of Corrections, TASC, Laura and John Arnold Foundation, Open Society Foundation, OR Community Foundation, Office of Science and Technology Policy The White House, et al.

OBJECTIVES FOR CONSIDERATION:

1. Evaluate opportunities to support the implementation of an evidence based and locally validated risk assessment tool such as the Arnold Foundation Public Safety Assessment or LSIR-SV that will help judges and prosecutors make accurate, efficient, and evidence based decisions about which defendants should be detained prior to trial and which can be safely released.
2. Consider avenues to develop and implement the operation of regional pretrial services (court reminder protocols) and community based probation/parole supervision services for use by the courts in diverting offenders from the NORCOR facility.
3. Identify models for specialty courts such as drug court, domestic violence court, veterans court and mental health court or a combined model for case management styled supervision as appropriate.
4. Examine existing community health care systems to develop protocols for the transfer and sharing of information potentially utilizing Jefferson HIE, or other information exchange technology.

TARGET STAKEHOLDERS

As Appropriate per Judge John Olson: Judges, Defense Bar, District Attorney and Deputies, Community Corrections Parole/Probation Officers, Sheriffs, Juvenile Depts., NORCOR, County Commissioners, et al.

TARGET DEMOGRAPHIC

Criminal justice involved individuals, their families, and their surrounding support network including but not limited to health care, behavioral health care, substance abuse treatment systems, and peer to peer support systems.

MESSAGE SUMMARY

The mission of the committee will be to consider and develop tools and procedures to reduce the costs of incarceration while protecting the rights of defendants and victims, and providing for public safety.

CALL TO ACTION SIGN-OFF:

The undersigned with support and in representation of their respective Boards, agree to the Call to Action as described here within:

Ron Rivers	Hood River County Commission Chair	Signature	Date
Rod Runyon	Wasco County Commission Chair	Signature	Date
Steve Schaffer	Gilliam County Judge	Signature	Date
Gary Thompson	Sherman County Judge	Signature	Date

Discussion Item
Mobile Communication Device Policy

- [Staff Memo](#)
- [Wasco County Mobile Communication Device Policy](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: MOBILE COMMUNICATION DEVICE POLICY
DATE: 6/29/2016

BACKGROUND INFORMATION

At the June, 2016 Management Team meeting, senior staff discussed and was in support of revision to the Mobile Communication Device Policy. This revision provides authority to Department Directors to determine whether or not it is permissible for their staff to use hands-free communication devices when operating a County-owned motor vehicle. The new language is found on page 4 under While Driving a Motor Vehicle. No other revisions were made to the policy which was originally adopted in 2007 and revised in 2012.

WASCO COUNTY
MOBILE COMMUNICATION DEVICE POLICY

This policy establishes guidelines for the use of mobile communication devices (cellular phone, tablet, pagers, and mobile data terminals) in Wasco County by all County employees. It is the policy of Wasco County that all County equipment be managed and used to conduct the business of Wasco County in a safe, efficient, and cost-effective manner. This policy supersedes all previous Mobile Communication Device Policies.

Distribution:

Mobile communication devices shall be assigned at the direction of the Department Director with approval from the Administrative Officer or Board of County Commissioners.

Mobile communication devices may be assigned to the following:

Vehicle: Department Directors may authorize the installation of a cellular phone, or mobile data terminal into a County owned vehicle or vehicle used in conjunction with the County Vehicle Allowance Policy.

Department Pool: Department Directors may authorize the purchase of mobile communication devices for use by all employees of a specific department.

Volunteers: Department Directors may authorize certain County volunteers who are required to respond to after-hour emergencies.

Individual: Department Directors may assign a mobile communication device to an individual who is required to remain in contact with other employees and/or officials.

Cellular Telephones Assigned to Individuals

Individuals will be assigned cellular telephones in one (1) of three (3)

categories. Employees are required to follow the rules regarding cellular telephone use as outlined. The three (3) categories are as follows:

A. County supplied cellular telephones:

Most employees with a business need for a cellular telephone will be assigned a County owned cellular phone. Cellular telephone use on devices supplied by the County is restricted to County business.

Personal cellular calls (outgoing or incoming) will only be allowed in limited and infrequent cases for instances of family emergencies if these calls cannot be made from a land line phone in a reasonable period of time. These calls should be of short duration.

NO OTHER PERSONAL USE IS ALLOWED, EVEN IF REIMBURSED. The aforementioned emergency calls do not need to be reimbursed.

B. County supplied cellular phone (used as the only available phone to the employee):

Wasco County's policy is taken directly from the Oregon Government Standards and Practices Commission (OGSPC) Advisory Opinion 01A-1004:

"If the agency is providing the employees with cellular telephones only and not regular desk telephones we believe that the rules cited under Telephones in Advisory Opinion 98A-1003 also apply to cellular telephones. The employer may allow employees to use the cellular telephones to talk to family members, make medical appointments, schedule service technicians, confer with a child's school and take care of any of a variety of other matters which can only be accomplished during regular working hours without such usage being prohibited by law. In this situation it would be less disruptive to permit employees to make such personal calls from the cellular telephones than to require an employee to take a break or leave from work to take care of personal matters.

Personal telephone calls made during working hours from public employers' telephones should be brief and infrequent. Personal long distance calls, even if the employee reimburses the agency

for the cost of such calls, may not be made on agency telephones.

If the agency chooses a cellular telephone plan that includes long distance telephone calls at no extra charge the employees would be prohibited from using this service for personal calls. If the employee used this service the employee would be receiving a financial gain or avoiding a financial detriment and would be in violation of ORS 244.040(1) (a)."

Employees who have access to a desk phone must comply with the rules set forth under Category A of this policy i.e. cellular phones are for business use and personal calls are restricted to emergencies calls. Wasco County cannot expand on the OGSPC opinion to allow more flexibility.

C. Personal cellular phone provided as an employment benefit:

The County recognizes that due to the nature of some positions, both elected and appointed, certain employees should have a cellular phone allowance provided. The Board of County Commissioners or Administrative Officer, in conjunction with Department Directors, may designate employees who will receive a monthly stipend; as set by the Board of County Commissioners, of additional taxable income for the specific purpose of obtaining a personal cellular phone.

This monthly allowance amount may be adjusted periodically by the Board of County Commissioners. This cellular phone would be used for business, but would not have the same restrictions on personal use since it is a personal phone.

Employees receiving this benefit are required to maintain an active cellular phone account.

Work Sites:

Employees are prohibited from engaging the use of a cellular phone while at a work site during which the operation of a cellular phone will be distraction to the user and/or may create an unsafe work environment. Such work sites include but are not limited to: road repair, maintenance and construction, operating or repairing energized equipment such as electrical panels, motors, or energized circuits. Such work sites must be

secured or the cellular phone used only by an employee while out of harm's way of such work environments.

Off-Road Equipment

Employees are prohibited from engaging the use of a cellular phone while operating moving motorized off-road (maintenance/construction type) equipment. Even hands-free cellular phone use will not be authorized while operating this type of equipment, unless the equipment has been properly stopped and taken out of gear or turned off.

While Driving a Motor Vehicle

Wasco County follows State Law as it pertains to using a mobile communication device while operating a motor vehicle. Other than emergency service vehicles and some other exceptions it is the policy of Wasco County that operation of a mobile communication device is prohibited while operating a County owned motor vehicle. The use of hands free devices by staff will be determined by department at the discretion of the Department Director.

Other Mobile Communication Devices

As it pertains to this policy other mobile communication devices is defined as but not limited to: pagers, tablets, mobile data terminals, and other d(3ta devices as may become available.

Mobile communication devices will be kept up to date on the normal computer rotation as defined by the Information Technology Department. The County will not be responsible for maintaining personal applications loaded on any mobile communication device.

Individuals will be assigned mobile communication devices in one of two (2) categories. Employees are required to follow the rules regarding mobile communication devices use as outlined herein. The two (2) categories are as follows:

- A. County supplied mobile communication device: Most employees with a business need for a mobile communication device will be assigned a County owned mobile communication device. Mobile communication device use on devices supplied by the County is restricted to County business only.

Personal use of mobile communication devices will only be allowed in limited and infrequent cases or for instances of emergencies, or for personal communications or applications incidental to otherwise acceptable use before and after scheduled work hours.

County supplied mobile communication devices are subject to the same provisions as a county provided cellular telephone as described above and as further outlined in the Wasco County Computer Policy, and Wasco County Internet/ Intranet Policy.

B. Personal communication devices provided as an employment benefit:

The County recognizes that due to the nature of some positions, both elected and appointed, certain employees should have a mobile communication allowance provided. The Board of County Commissioners or Administrative Officer, in conjunction with Department Directors, may designate employees who will receive a stipend; as set by the Board of County Commissioners, of additional taxable income for the specific purpose of obtaining a personal mobile communication device. This stipend will be based as a onetime purchase stipend that will reoccur no sooner than the timeline set forth by the computer rotation plan in use by the County. Additionally a monthly stipend for usage or other data charges may be appropriate as determined by the Board of County Commissioners. This monthly allowance amount may be adjusted periodically by the Board of County Commissioners. This mobile communication device would be used for business, but would not have the same restrictions on personal use since it is a personal device.

All restrictions as to safe use as described above apply to mobile communication devices.

This policy will take effect immediately and may from time to time be revised. All revisions, as recommended and adopted by the Wasco County Board of Commissioners, shall be made part of this policy as if said revisions were fully written hereunder.

"Failure to comply with any provision of this policy may result in disciplinary action up to and including termination."

References:

Oregon Ethics Law, Oregon Revised Statutes 244.010-244.045, in relevant part: 244.040 (1)(a) No public official [or employee] shall use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment that would not otherwise be available but for the public official's [or employee's] holding of the official position or office.

Oregon Government Standards and Practices Commission, Technology

Advisory Opinion, 7/9/98: Public agencies provide cellular phones to their employees specifically to facilitate the carrying out of official business. Public agencies cellular phones are not for the convenience or personal use of employees.

If public employees desire to have the convenience of a cellular telephone while on duty to make the types of routine personal calls cited in the section relating to telephones, the employees must acquire and pay for their own personal cellular service.

Oregon Government Standards and Practices Commission Advisory Opinion 01A-1004, 6/1/01. Please refer to Section D above.

ADOPTED this 6th day of July, 2016.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Steven D. Kramer, County Commissioner

Discussion Item

APHIS Contract

- [Staff Memo](#)
- [2015-2016 USDA APHIS Wildlife Services Work and Financial Plan](#)
- [2016-2017 USDA APHIS Wildlife Services Work and Financial Plan](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: 2016-2017 APHIS WORK AND FINANCIAL PLAN
DATE: 6/29/2016

BACKGROUND INFORMATION

This is an annual agreement with USDA APHIS Wildlife Services for predator control in Wasco County. Changes to this year's agreement are found in the "Plan of Action" which is more detailed than the language in the 2015-2016 agreement.

2015-2016 Plan of Action

The objectives of the wildlife damage control program will be accomplished in the following manner:

1. APHIS-WS will provide a part-time Wildlife Specialist to respond to damage situations in Wasco County involving predatory animals that threaten human health and safety, livestock, and other property.
2. Patrick Smith, District Supervisor, at the District Office in LaGrande, Oregon (541) 963-7947 will be responsible for training day-to-day supervision and monitoring of the cooperative program.
3. APHIS-WS will bill the County quarterly for actual costs associated with this work and financial plan not to exceed \$5,000.

2016-2017 Plan of Action

The objectives of the wildlife damage control program will be accomplished in the following manner:

1. APHIS-WS will provide a part-time Wildlife Specialist to respond to damage situations in Wasco County involving predatory animals that threaten human health and safety, livestock, and other property.
2. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.
 - a. Field Specialists will ensure that the most effective, efficient and humane tools will be utilized and will conduct management operations in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
 - c. Management activities will be conducted with trained USDA-WS employees and volunteers.

3. Patrick Smith, District Supervisor, at the District Office in LaGrande, Oregon (541) 963-7947 will be responsible for training day-to-day supervision and monitoring of the cooperative program.
4. APHIS-WS will bill the County quarterly for actual costs associated with this work plan not to exceed \$5,000.00 as described in the Financial Plan. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.
5. The Financial Plan is incorporated by reference into this Work Plan. Approval to disperse County funds as shown on the Financial Plan is granted by signature of the Work Plan. The financial point of contact for this Work Plan/Financial Plan is Deborah Stalman, Supervisory Budget Analyst (503) 326-2346, deborah.h.stalman@aphis.usda.gov.

FILED
WASCO COUNTY

2015 JUL 28 AM 10 10

USDA APHIS WILDLIFE SERVICES
WORK AND FINANCIAL PLAN

LINDA BROWN *Lisa Ganbee*
COUNTY CLERK

COOPERATOR:	WASCO COUNTY
VENDOR IDENTIFICATION NO.:	6013684
COOPERATIVE AGREEMENT NO.:	15-73-41-5129
ACCOUNT NO.:	AP.RA.RX41.73.0144
AGREEMENT DATES:	July 1, 2015 – June 30, 2016
AGREEMENT AMOUNT:	\$5,000.00

Pursuant to Cooperative Service Agreement No. 13-73-41-5129 (signature year) between Wasco County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget for the cooperative wildlife services program in Wasco County for the period of July 1, 2015 through June 30, 2016.

OBJECTIVES/GOALS

The objective of the Wildlife Services program in the County is to resolve wildlife/human conflicts related to damage caused by predatory animals to livestock and human health and safety. Cooperative efforts between APHIS-WS and the County will maximize existing resources to accomplish the goals of this Plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

Anticipated project results and benefits:

1. To provide assistance to county residents experiencing wildlife conflicts caused by predatory animals.
2. To provide assistance in the form of educational information or when appropriate to utilize the most effective and safe control tools and techniques available.
3. To provide a mechanism that enables other entities to participate in the program with shared responsibilities for funding, planning and evaluation.

PLAN OF ACTION

The objectives of the wildlife damage control program will be accomplished in the following manner:

1. APHIS-WS will provide a part-time Wildlife Specialist to respond to damage situations in Wasco County involving predatory animals that threaten human health and safety, livestock, and other property.
2. Patrick Smith, District Supervisor, at the District Office in La Grande, Oregon (541) 963-7947 will be responsible for training, day-to-day supervision and monitoring of the cooperative program.
3. *APHIS-WS will bill the County quarterly for actual costs associated with this work and financial plan not to exceed \$5,000.00.*

PROCUREMENT

APHIS-WS will provide vehicles, and the initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS

APHIS-WS will cooperate with the Oregon Department of Agriculture, Oregon Fire Marshal's Office, Oregon Department of Fish and Wildlife (ODFW), and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.

WASCO COUNTY, OREGON
COMMISSIONER'S JOURNAL

CJ2015-000135

COST ESTIMATE FOR SERVICES

Salary/Benefits	\$ 2,839.38
GSA Vehicle	602.66
Hires and reimbursements	404.42
Supplies and Materials	85.91
Subtotal	3,932.37
Pooled Job Costs	432.56
Overhead	635.07
Total	\$5,000.00

Note: Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the aggregate total of \$5,000.00.

AUTHORIZATION:

Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058



Scott C. Hege, Commission Chair

7.1.2015

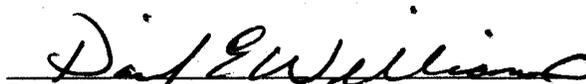
Date

APPROVED AS TO FORM:



Kristen Campbell
Wasco County Counsel

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES



State Director, Oregon

7/8/15

Date



Director, Western Region

7/21/15

Date

ATTACHMENT 1

NOTE: NOT FOR FMFI USE. This Attachment provides information on the cooperative budget for services within the County. The tables below include the cooperative funding for the County and estimated expenses for those cooperative funds.

PROPOSED BUDGET PLAN FOR SERVICES

Salary/Benefits	\$ 9,716.05
GSA Vehicle	602.66
Hires and reimbursements	404.42
Supplies and materials	85.91
Subtotal	\$ 10,809.04
APHIS Overhead	117.97
Total Expenses	10,927.01

Note: Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement.

PROPOSED COOPERATIVE FUNDING SOURCES

USDA	\$ 2,403.85
ODA Funds	1,572.53
ODFW – General Funds	1,572.53
ODFW – Furbearer Funds	378.10
Wasco County Funds	5,000.00
Total	\$ 10,927.01

**USDA APHIS WILDLIFE SERVICES
WORK AND FINANCIAL PLAN**

COOPERATOR:	WASCO COUNTY
COOPERATIVE AGREEMENT NO.:	16-73-41-5129
ACCOUNT NO.:	AP.RA.RX41.73.0144
AGREEMENT DATES:	July 1, 2016 – June 30, 2017
AGREEMENT AMOUNT:	\$5,000.00

Pursuant to Cooperative Service Agreement No. 13-73-41-5129 (signature year) between Wasco County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget for the cooperative wildlife services program in Wasco County for the period of July 1, 2016 through June 30, 2017.

OBJECTIVES/GOALS

The objective of the Wildlife Services program in the County is to resolve wildlife/human conflicts related to damage caused by predatory animals and other wildlife to livestock and human health and safety. Cooperative efforts between APHIS-WS and the County will maximize existing resources to accomplish the goals of this Plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

Anticipated project results and benefits:

1. To provide assistance to county residents experiencing conflicts caused by predatory animals and other wildlife.
2. To provide assistance in the form of educational information or when appropriate to utilize the most effective and safe management tools and techniques available.
3. To provide a mechanism that enables other entities to participate in the program with shared responsibilities for funding, planning and evaluation.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide one part-time Wildlife Specialist to respond to damage situations in Wasco County involving predatory animals and other wildlife that threaten human health and safety, livestock, and other property.
2. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.
 - a. Field Specialists will ensure that the most effective, efficient and humane tools will be utilized and will conduct management operations in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
 - c. Management activities will be conducted with trained USDA-WS employees and volunteers.
3. Patrick Smith, District Supervisor, La Grande, Oregon district office (541) 963-7947 will be responsible for training, day-to-day supervision and monitoring of the cooperative program.
4. APHIS-WS will bill the County quarterly for actual costs associated with this work plan not to exceed \$5,000.00 as described in the Financial Plan. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection

agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims and have access to administrative appeals procedures which are both reasonable and protect the interest of the United States.

- 5. The Financial Plan is incorporated by reference into this Work Plan. Approval to disperse County funds as shown on the Financial Plan is granted by signature of the Work Plan. The financial point of contact for this Work Plan/Financial Plan is Deborah Stalman, Supervisory Budget Analyst (503) 326-2346, deborah.h.stalman@aphis.usda.gov.

PROCUREMENT

APHIS-WS will provide a vehicle and the initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS

APHIS-WS will cooperate with the Oregon Department of Agriculture, Oregon Fire Marshal’s Office, Oregon Department of Fish and Wildlife (ODFW), and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.

COST ESTIMATE FOR SERVICES

See the Financial Plan on the following page.

AUTHORIZATION

Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

July 6, 2016
Date

Wasco County, Representative
Rod L. Runyon, Commission Chair

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

State Director, Oregon

Date

Director, Western Region

Date

FINANCIAL PLAN

For the dispersment of funds from

WASCO COUNTY - WASCO COUNTY, OREGON

to

USDA APHIS Wildlife Services

for

Conducting a cooperatively funded program in the County to resolve wildlife/human conflicts related to damage caused by wildlife to property, human health and safety, livestock, and other resources.

from

7/1/2016

to

6/30/2017

Cost Element	Cost for County Program	Paid by Cost Share	Cost to Cooperator
Personnel Compensation	70,599.01	\$ 68,431.20	\$ 2,167.81
Travel	\$ -	\$ -	
Vehicles	16,341.26	\$ 15,946.22	\$ 395.04
Other Services	\$ 9,791.88	\$ 8,812.69	\$ 979.19
Supplies and Materials	\$ 3,903.30	\$ 3,512.97	\$ 390.33
Equipment	\$ -	\$ -	

Subtotal (Direct Charges)		\$ 100,635.45	\$ 96,703.09	\$ 3,932.36
Percent Cost Share			95%	5%
Pooled Job Costs	11.00%		NA	\$ 432.56
Indirect Costs	16.15%		NA	\$ 635.08
Aviation Flat Rate Collection		\$ -	NA	\$ -
Agreement Total			\$ 96,703.09	\$ 5,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed:

\$ 5,000.00

Discussion Item
AAA Funding Increase

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

Discussion Item
Burn Ban

- [Order 16-054 Declaring a Ban on Residential Burning in Wasco County, Oregon](#)

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) ORDER
COUNTY, OREGON) #16-054

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

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 7, 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 6th day of July, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Scott C. Hege, County Commissioner

Kristen Campbell
Wasco County Counsel

Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JULY 6, 2016**

CONSENT AGENDA

1. [6.30.2016 Special Session Minutes](#)
2. [Immediate Opportunity Memorandums of Understanding](#)



WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JUNE 30, 2016

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

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

At 9:00 a.m. Chair Runyon opened the Special Session of the Board of Commissioners with the Pledge of Allegiance. Ms. White asked to add a Federal Lands Access Program (FLAP) grant Application for Public Works to the agenda.

Commissioner Kramer announced that Darrell Hill, former The Dalles Police Chief and Wasco County Sheriff, passed away at home last night. He said that services will be held at noon on Tuesday, July 5th at Spencer, Libby and Powell Funeral Home; he asked that everyone pray for the family.

Agenda Item – FLAP Application

Public Works Director Arthur Smith stated that FLAP does an annual request for projects to perform work on roads that provide access to federal lands; Wasco County has four such roads. He explained that he had submitted applications last year, one of which was not approved – he had thought that the unapproved application would roll into a queue for consideration in the next round of funding. He reported that he recently learned that his assumption was incorrect and the application would need to be re-submitted with new signatures. Mr. Smith said that the application is for an asphalt overlay on Dufur Valley Road; a section of that road has ruts and gouges that require

more than chip sealing.

{{{Commissioner Kramer moved to approve the FLAP Grant application to repair a portion of Dufur Valley Road. Commissioner Hege seconded the motion which passed unanimously.}}}

Consent Agenda – 6.15.2016 Minutes

Commissioner Hege noted that the heading of the minutes shows Chair Runyon as being absent from the session; Chair Runyon was in attendance at the 6.15.2016 session. Ms. White said she would correct the error.

{{{Commissioner Kramer moved to approve the consent agenda with noted corrections to the 6.15.2016 minutes. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Budget Adjustment

Finance Director Mike Middleton explained that the adjustment is not a new appropriation but rather a transfer of appropriated funds within the Household Hazardous Waste category. The funds will be transferred from Capital Outlay to Materials and Services to cover higher than anticipated contracted services.

Commissioner Kramer said that this is happening through the IGA with six cities and three counties to remove more and more hazardous waste out of our environment which is what the program is designed to do. He added that going forward they will adjust the budget to accommodate the increased activity.

{{{Commissioner Kramer moved to approve Resolution 16-017 transferring appropriations within a fund. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon adjourned the session at 9:09 a.m.

Summary of Actions

Motions Passed

- **To approve the FLAP Grant application to repair a portion of Dufur Valley Road.**

WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JUNE 30, 2016
PAGE 3

- **To approve the consent agenda with noted corrections to the 6.15.2016 minutes.**
- **To approve Resolution 16-017 transferring appropriations within a fund.**

Wasco County
Board of Commissioners

Rod L. Runyon, Board Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

Agenda Item
Immediate Opportunity Projects MOUs

- [Staff Memo](#)
- [The Dalles Chamber of Commerce MOU](#)
- [City of Mosier MOU](#)
- [Dufur Parks and Recreation District MOU](#)
- [Wasco County 4-H & Extension Service District
MOU](#)
- [Fort Dalles Museum MOU](#)
- [The Dalles Main Street MOU](#)
- [North Wasco County Parks and Recreation District
MOU](#)
- [Mid-Columbia Senior Center MOU](#)
- [Wasco County Soil and Water Conservation
District MOU](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: EZ FUNDS - IMMEDIATE OPPORTUNITY PROJECTS
DATE: 6/29/2016

BACKGROUND INFORMATION

At the 6.15.2016 Session the Board approved the attached list of Immediate Opportunity Projects to which the City of The Dalles and Wasco County have agreed to distribute a portion of the initial payment from the third Design LLC Enterprise Zone. Memorandums of Understanding are included to formalize these agreements.

Memorandum of Understanding

Between Wasco County/City of The Dalles and The Dalles Chamber of Commerce

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that The Dalles Chamber of Commerce (“Chamber”) shall receive funding in the amounts listed below for the following immediate opportunity project:

- A one-time total payment in the amount of \$15,000 to replace the existing wood stairs with concrete stairs and an ADA ramp along with fascia improvements to the front of the building at 404 W. 2nd Street, The Dalles, OR. Any and all on-going costs or maintenance associated with said improvements shall be the responsibility of the Chamber.

City/County Resolves to:

1. Provide funding as outlined above.

Chamber Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If the Chamber is not able to complete the project within six months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 6-month term. If the above referenced work is not completed by the end of this extension, the Chamber shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

CHAMBER:

Date: _____

The Dalles Chamber of Commerce

Kristen Campbell, County Counsel

Signature
Lisa Farquharson

Printed Name
President/CEO

Title

Memorandum of Understanding

Between Wasco County/City of The Dalles and City of Mosier

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that the City of Mosier (“Mosier”) shall receive funding in the amount listed below for the following immediate opportunity project:

- A one-time total payment in the amount of \$15,000 to use as match money for the construction of a bike hub in Mosier. Any and all on-going costs or maintenance associated with said bike hub shall be the responsibility of Main Street.

City/County Resolves to:

1. Provide funding as outlined above.

Mosier Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If Mosier is not able to complete the project within twelve months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 12-month term. If the above referenced work is not completed by the end of this extension, Mosier shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

MOSIER:

Date: _____

The Dalles Main Street

Kristen Campbell, County Counsel

Signature

Kathy Fitzpatrick

Printed Name

City Manager

Title

Memorandum of Understanding

Between Wasco County/City of The Dalles and Dufur Parks and Recreation District

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that Dufur Parks and Recreation District (“District”) shall receive funding in the amounts listed below for the following immediate opportunity projects:

- A one-time total payment in the amount of \$25,000 to replace the current restroom serving Dufur RV Park, Dufur City Park and the community. Any and all on-going costs or maintenance associated with said improvements shall be the responsibility of the District.

City/County Resolves to:

1. Provide funding as outlined above.

District Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If the District is not able to complete either project within six months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 6-month term. If the above referenced work is not completed by the end of this extension, the District shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Steve Lawrence, Mayor

APPROVED AS TO FORM:

DISTRICT:

Date: _____

Dufur Parks and Recreation District

Kristen Campbell, County Counsel

Signature
Jay Ashcraft

Printed Name
Board Chair, Dufur Parks and Recreation District

Title

Memorandum of Understanding

Between Wasco County/City of The Dalles and Wasco County 4H & Extension Service District

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that Wasco County 4H & Extension Service District (“District”) shall receive funding in the amounts listed below for the following immediate opportunity projects:

- A one-time total payment in the amount of \$3,700 to purchase video equipment for the Juntos Video Program. Any and all on-going program costs and equipment maintenance shall be the responsibility of the District.
- A one-time total payment in the amount of \$30,000 to purchase a van to transport 4H afterschool program participants, camp participants and leadership youth to appropriate events. Any and all on-going costs or maintenance, including insurance, associated with said van shall be the responsibility of the District.

City/County Resolves to:

1. Provide funding as outlined above.

District Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If the District is not able to complete either project within six months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 6-month term. If the above referenced work is not completed by the end of this extension, the District shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

DISTRICT:

Date: _____

Wasco County
4H & Extension Service District

Kristen Campbell, County Counsel

Signature
Brian Tuck

Printed Name
Regional Administrator, Mid-Columbia Region

Title

Memorandum of Understanding

Between Wasco County/City of The Dalles and Fort Dalles Museum

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that Fort Dalles Museum (“Museum”) shall receive funding in the amount listed below for the following immediate opportunity project:

- A one-time total payment in the amount of \$35,000 to preserve the historic wood structures that make up the Museum campus. Any and all on-going costs or maintenance associated with said improvements shall be the responsibility of the Museum.

City/County Resolves to:

1. Provide funding as outlined above.

Museum Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If the Museum is not able to complete either project within six months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 6-month term. If the above referenced work is not completed by the end of this extension, the Museum shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

MUSEUM:

Date: _____

Fort Dalles Museum

Kristen Campbell, County Counsel

Signature

Trish Neal

Printed Name

President, Wasco County/City of The Dalles Museum Commission

Title

Memorandum of Understanding

Between Wasco County/City of The Dalles and The Dalles Main Street

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that The Dalles Main Street (“Main Street”) shall receive funding in the amount listed below for the following immediate opportunity project:

- A one-time total payment in the amount of \$5,000 to construct a parklett in the downtown area of The Dalles. Any and all on-going costs or maintenance associated with said parklett shall be the responsibility of Main Street.

City/County Resolves to:

1. Provide funding as outlined above.

Main Street Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If Main Street is not able to complete either project within six months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 6-month term. If the above referenced work is not completed by the end of this extension, the Main Street shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

DISTRICT:

Date: _____

The Dalles Main Street

Kristen Campbell, County Counsel

Signature

Matthew Klebes

Printed Name

Executive Director

Title

Memorandum of Understanding

Between Wasco County/City of The Dalles and North Wasco Parks and Recreation District

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that North Wasco County Parks and Recreation District (“District”) shall receive funding in the amounts listed below for the following immediate opportunity projects:

- A one-time total payment in the amount of \$19,000 to secure necessary equipment to initiate the Movies in the Park program. Any and all on-going program costs shall be the responsibility of the “District.”
- A one-time total payment in the amount of \$40,000 to provide shade structures near the splash park, pool and skate park located at 602 W. 2nd Street, The Dalles, OR. Additionally, the District may use the funds to install benches and picnic tables at the site. Any and all on-going costs or maintenance associated with said improvements shall be the responsibility of the District.

City/County Resolves to:

1. Provide funding as outlined above.

District Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If the District is not able to complete either project within six months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 6-month term. If the above referenced work is not completed by the end of this extension, the District shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

DISTRICT:

Date: _____

North Wasco County
Parks and Recreation District

Kristen Campbell, County Counsel

Signature

Phil Lewis

Printed Name

Executive Director

Title

Memorandum of Understanding

Between Wasco County/City of The Dalles and Mid-Columbia Senior Center

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that Mid-Columbia Senior Center (“Center”) shall receive funding in the amount listed below for the following immediate opportunity project:

- A one-time total payment in the amount of \$50,000 to install an elevator from the main floor to the basement of the Senior Center located at 1112 W. 9th Street, The Dalles, OR. Any and all on-going costs or maintenance associated with said improvements shall be the responsibility of the District.

City/County Resolves to:

1. Provide funding as outlined above.

Center Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If the Center is not able to complete either project within twelve months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 12-month term. If the above referenced work is not completed by the end of this extension, the Center shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

CENTER:

Date: _____

Mid-Columbia Senior Center

Kristen Campbell, County Counsel

Signature

Scott McKay

Printed Name

Director

Title

Memorandum of Understanding

Between Wasco County/City of The Dalles and Wasco County Soil and Water Conservation District

WHEREAS, Wasco County (“County”) and The City of The Dalles (“City”) are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement (“Agreement”) with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that the Wasco County Soil and Water Conservation District (“District”) shall receive funding in the amount listed below for the following immediate opportunity project:

- A one-time total payment in the amount of \$10,000 for collaborative control of weeds that have a negative impact on agricultural crops along the Lower Deschutes River. Any and all on-going costs or maintenance associated with said with the project shall be the responsibility of District.

City/County Resolves to:

1. Provide funding as outlined above.

District Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If District is not able to complete the project within six months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 6-month term. If the above referenced work is not completed by the end of this extension, the District shall return the funds to County for redistribution.

COUNTY

Date: July 6, 2016

CITY

Date: _____

Wasco County
Board of Commissioners

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

DISTRICT:

Date: _____

Wasco County Soil & Water Conservation District

Kristen Campbell, County Counsel

Signature

Shilah Olson

Printed Name

District Manager

Title

Agenda Item
Fair Manager Contract

- [Staff Memo](#)
- [Letter of Interest – Kay Tenold](#)
- [Wasco County Fair Manager Contract](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: FAIR MANAGER CONTRACT
DATE: 6/29/2016

BACKGROUND INFORMATION

Section 11 of the Wasco County Local Contract Review Board Rules outlines the processes required for the procurement of goods and services:

Any procurement of goods or services exceeding \$5,000 but not exceeding \$150,000 is considered an Intermediate Procurement. When conducting an intermediate procurement, a contracting agency shall seek at least three competitive quotes from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes received. If three competitive quotes are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort made to obtain the quotes.

If a contract is awarded, the contracting agency shall award the contract to the contractor whose offer will best serve the interests of Wasco County, taking into account price as well as considerations including, but not limited to , experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility.

We found no established businesses offering the services sought for the management of the Wasco County Fair, an advertisement was placed in all the local newspapers – The Dalles Chronicle, the Hood River News, the White Salmon Enterprise, the Goldendale Sentinel, and the Camas-Washougal Post Record:

Wasco County is accepting letters of interest from individuals interested in contracting with the County for the provision of services to manage the Wasco County Fair. Hours vary seasonally – anywhere from zero in the off-season to 50 or more hours per week during the Fair. The scope of work is available electronically on the Wasco County Website. www.co.wasco.or.us Letters should include qualifications for the work and may be submitted by e-mail to kathyw@co.wasco.or.us , faxed to 541.506.2551 or mailed to Wasco County Administrative Services, Suite 101 Attn: Kathy White, 511 Washington Street, The Dalles, OR 97058 All proposals must be submitted before 4:00pm June 20, 2016.

The above ad ran from June 9th through June 20th. In that time we have received only one letter of interest.

Kay Tenold has many years of experience in the management of the Fair and brings a high level of expertise having served on the Fair Board for 23 years and has on the Board of the Oregon Fairs Association.

Letter of Interest

Kay Tenold
PO Box 367
Long Beach, WA. 98631

I would be very interested in contracting with Wasco County for the provision of services to manage the Wasco Co. Fair & Rodeo.

I am currently the volunteer Fair Manager and have been for over 6 years.

I served on the Wasco County Fair board for 23 years. I have also served on the Board of the Oregon Fair's Association. Two terms as Alternate Area Director for Area 3. Two terms as Area Director for Area 3 (4 years). I was responsible to the board for 5 fairs at this time. I served 4 years on OFA Convention Committee planing and am currently on the Legislative Committee planing an Oregon Fairs Day in Salem for the spring of 2017.

As the current fair manager I am responsible for managing, financial accounting, seeking sponsorships, handling contracts, dealing with suppliers & vendors. Working with the board members, setting up meetings, booking entertainment, organizing the fairbook division, working with carnival, rodeo and other specialty events, ordering ribbons and supplies, responsible for the senior Picnic In The Park and Volunteer Thank You luncheon. Billing sponsorship, Chute Gate advertisers. Keeping records for the State of Oregon and Oregon Fair's Assn.(For the receivership of the State of Oregon Fair Funds) Hiring gate vendors, Derby Supt., Barn Security, Building Security, Bathroom Cleaners, Building cleaners, Sheriff's posse, 1st. Aid and Ambulance Service.

Seeing that all of the banners are clean and that the board has them in place. Making sure that we have all the superintendents for the special divisions. When needed finding a new superintendent to replace the old.

These I feel are just some of the things that I do and I love to do. I am a fair person. I plan on moving back to The Dalles in the near future and will be able to help out at the park as needed.

Thank You for your consideration,
Kay Tenold

WASCO COUNTY FAIR MANAGER CONTRACT

THIS AGREEMENT is entered into by and between WASCO COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and KAY TENOLD, hereinafter called CONTRACTOR.

WHEREAS, COUNTY wishes to contract for the services of Contractor to manage the Wasco County Fairgrounds and Wasco County Fair;

WHEREAS, COUNTY has the need for the type of professional services, knowledge, skills and experience possessed by CONTRACTOR, therefore, in consideration of the total sum \$6,000.00, to be paid in twelve equal monthly installments of \$500.00 each, CONTRACTOR agrees to perform the following professional services;

WHEREAS, CONTRACTOR realizes and accepts the fact that she is responsible and works in cooperation with the Wasco County Fair Board and COUNTY and that she serves "at the pleasure of" COUNTY:

See Attached Exhibit A

In performing the above services, it is understood and agreed that:

1. This Agreement shall become effective upon the date of execution and shall expire, unless otherwise extended, by December 31, 2016. All work under this Agreement shall be completed prior the expiration of this Agreement.

2. The performance of this contract is the CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.

3. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employee Retirement System benefits from this contract payment.

4. CONTRACTOR is not currently employed by COUNTY, and will not be under the direct control of COUNTY.

5. The CONTRACTOR, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers.

6. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

7. The CONTRACTOR agrees to indemnify, defend and hold Wasco County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgements arising out of or resulting from the CONTRACTOR'S performance of or failure to perform this contract.

8. The CONTRACTOR shall not delegate, subcontract or assign any duties covered by this contract without the prior written approval of the COUNTY.

9. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:

a. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and

b. CONTRACTOR has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

10. CONTRACTOR shall have all licenses and permits necessary to perform the contract.

11. The COUNTY shall not be obligated to pay any amount greater than that stated above.

12. All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by CONTRACTOR under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

13. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties.

14. The parties may jointly agree to terminate this contract and upon the terms of such termination the COUNTY may terminate this contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving CONTRACTOR 30 day's written notice.

15. Waiver. Failure of the COUNTY to enforce any provision of the contract shall not constitute a waiver or relinquishment by the COUNTY of the right to such performance in the future nor of the right to enforce that or any provision of this contract.

16. Severability. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the right and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. This contract shall be governed by the laws of the State of Oregon. The provisions required by ORS Chapter 279 to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth.

18. Entire Agreement. This Agreement and any Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representation, understandings or agreements, whether oral or written, that are not expressly set forth within the four corners of this Agreement are hereby deemed waived, superseded and abandoned.

Dated this 6th day of January, 2016.

WASCO COUNTY, OREGON

CONTRACTOR

SCOTT HEGE, Commission Chair

By: _____

Title: _____

ROD RUNYON, County Commissioner

Address: _____

STEVE KRAMER, County Commissioner

Date: _____

APPROVED AS TO FORM

KRISTEN A. CAMPBELL
Wasco County Counsel

EXHIBIT A

SCOPE OF WORK

The services to be provided by the CONTRACTOR shall be under the general direction of the Wasco County Fair Board. CONTRACTOR shall provide Wasco County Fair planning, organization, implementation and administration to:

- Develop and use the Fairground to provide the public with a variety of social, education and cultural activities.
- Monitor the work of any volunteers and perform other work as required.
- To administer and manage financial accounting, planning, marketing, facility enhancement and public relations.
- Comply with state law, rules and regulations.
- Review and evaluate current activities in relation to industry trends, including expansion into new areas to reflect the community's cultural diversity.
- Attend Fair Board meetings and effectuate Board goals and objectives.
- Comply with any and all Fair Board bylaws.
- Actively seek sponsorships.
- Ensure volunteer hours are appropriately logged.
- Direct and approve facility rentals, concessions and other revenue producing events as applicable.
- Direct and oversee expenditures and purchasing procedures.
- Perform other duties as assigned.
- Implement the planning for the annual fair including, but not limited to:
 - Book grandstand and grounds entertainment;
 - Contract for sound and lights
 - Organize various competitive exhibits, including livestock, arts and crafts, home arts, floriculture, etc.
 - Hire judges and schedule staff and volunteers for various exhibit buildings.
 - Contract for, place and supervise commercial and food vendors.
 - Plan, contract and supervise security with law enforcement.
 - Contract for EMT services.
 - Hire and manage personnel for ticket sales and parking.
 - Plan, contract and supervise advertising and promotion.
 - Contract, place and supervise carnival.
 - Contract, place and supervise rodeo.
 - Supervise ribbon and award purchases.
 - Work with Facilities Department Head for building and grounds preparation.
 - Maintain records required by the State of Oregon.

April 18, 2016

To: The Mid-Columbia Council of Governments Board of Directors

From: The Senior Advisory Council of the Area Agency on Aging

Re: Financial Needs, Potential Assistance

The Senior Advisory Council of the Area Agency on Aging (AAA) has given serious consideration of the funding available for the programs that aid seniors in our region.

Under the budget constraints of the Mid-Columbia Council of Governments, the dollars that go to support MCCOG impose serious constraints on the ability of the AAA to meet the needs of our growing senior population.

A possible solution arose at the MCCOG budget committee meeting that we urge the MCCOG board to seriously consider. That suggestion is a fee increase of \$.50 per person paid into MCCOG by each of the counties in our region and added to the AAA budget. This would provide a means to stabilize and maintain services, without any further cuts to the services for seniors.

Currently, every AAA meal site has to spend considerable time fund raising in order to provide meals to seniors. Oregon Project Independence has had to eliminate many seniors from this important program due to funding cuts. Continual need for counseling, money management, Medicare assistance, and all the reporting demands generated by the funding for these and other programs drain the already meager AAA funds.

The SAC is aware of the costs to run MCCOG and the community needs met by the agency. Therefore, we are not asking to cut into those budgeted funds. Rather, by adding this \$.50 per person amount, the region will show their support for the fastest growing segment of our population and the many needs generated by a growing senior population.

Thank you for giving your attention and consideration to this request.

Sincerely, Senior Advisory Council Members: Paul Zastrow, President
Scott McKay, Vice President Sherian Asher, Secretary

Ted Molinari, Carol Mauser, Louise Sargent, Tom McCoy, Sharon Chard, Teddy Fenerren, Robert Crooks

Joan Silver, designated contact